

OFFER INFORMATION STATEMENT DATED 9 JULY 2020

(LODGED WITH THE MONETARY AUTHORITY OF SINGAPORE ON 9 JULY 2020)

THIS DOCUMENT IS IMPORTANT. BEFORE MAKING ANY INVESTMENT IN THE NIL-PAID RIGHTS (AS DEFINED HEREIN) OR CONVERTIBLE BONDS (AS DEFINED HEREIN) BEING OFFERED, YOU SHOULD CONSIDER THE INFORMATION PROVIDED IN THIS DOCUMENT CAREFULLY, AND CONSIDER WHETHER YOU UNDERSTAND WHAT IS DESCRIBED IN THIS DOCUMENT. YOU SHOULD ALSO CONSIDER WHETHER AN INVESTMENT IN THE NIL-PAID RIGHTS, CONVERTIBLE BONDS OR CONVERSION SHARES BEING OFFERED IS SUITABLE FOR YOU, TAKING INTO ACCOUNT YOUR INVESTMENT OBJECTIVES AND RISK APPETITE. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISER. YOU ARE RESPONSIBLE FOR YOUR OWN INVESTMENT CHOICES.

A copy of this offer information statement (the "Offer Information Statement"), together with a copy of each of the ARE, the ARS and the PAL (each as defined herein), has been lodged with the Monetary Authority of Singapore (the "Authority"). The Authority assumes no responsibility for the contents of this Offer Information Statement, the ARE, the ARS and the PAL. Lodgement of this Offer Information Statement with the Authority does not imply that the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), or any other legal or regulatory requirements, have been complied with. The Authority has not, in any way, considered the merits of the Nil-Paid Rights, Convertible Bonds or Conversion Shares being offered for investment.

Approval in-principle has been obtained from Singapore Exchange Securities Trading Limited ("SGX-ST") for the listing and quotation of the Convertible Bonds, up to 201,610,432 Conversion Shares (as defined herein) to be issued upon the conversion of the Convertible Bonds (based on the Issue Size and Conversion Price, each as defined herein) and such other Conversion Shares which may be issued pursuant to any adjustments in accordance with the terms and conditions of the Convertible Bonds (the "Terms and Conditions") on the Main Board of SGX-ST, subject to certain conditions. The Convertible Bonds and the Conversion Shares will be admitted to the Official List of SGX-ST and official quotation of the Convertible Bonds on the Main Board of SGX-ST will commence after all relevant conditions imposed by SGX-ST have been satisfied, including there being a sufficient spread of holdings to provide for an orderly market in the Convertible Bonds. The approval in-principle granted by SGX-ST is not to be taken as an indication of the merits of the Rights Issue (as defined herein), the Convertible Bonds, the Conversion Shares, Banyan Tree Holdings Limited (the "Company") and/or its subsidiaries.

In the event that permission is not granted by SGX-ST for the listing and quotation of the Convertible Bonds on the Main Board of SGX-ST due to an insufficient spread of holdings of the Convertible Bonds to provide for an orderly market in the trading of the Convertible Bonds, the Company shall nevertheless proceed with and complete the Rights Issue, and will use all best endeavours promptly to obtain and maintain a listing for all the Convertible Bonds on an Alternative Stock Exchange (as defined in the Terms and Conditions). In the event that the Company is unable to obtain a listing for the Convertible Bonds on SGX-ST or an Alternative Stock Exchange despite its best endeavours, Bondholders (as defined herein) will not be able to trade their Convertible Bonds on SGX-ST or an Alternative Stock Exchange. However, the Convertible Bonds may be traded over-the-counter on the Debt Securities Clearing and Settlement System. In addition, if a Bondholder were to exercise his Convertible Bonds in accordance with the Terms and Conditions, the Conversion Shares arising therefrom will be listed and quoted on the Main Board of SGX-ST.

SGX-ST assumes no responsibility for the accuracy of any of the statements made, reports contained and opinions expressed in this Offer Information Statement.

This Offer Information Statement shall not constitute an offer to sell or a solicitation of an offer to buy shares or other securities, including the Nil-Paid Rights, the Convertible Bonds and the Conversion Shares, nor shall there be any sale of any shares or other securities, including the Nil-Paid Rights, the Convertible Bonds and the Conversion Shares, in any jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. This Offer Information Statement and its accompanying documents have been prepared solely in relation to the Rights Issue and shall not be relied upon by any other person or for any other purpose. Persons to whom a copy of this Offer Information Statement has been issued shall not circulate to any other person, reproduce or otherwise distribute this Offer Information Statement or any information herein for any purpose whatsoever nor permit or cause the same to occur.

The distribution of this Offer Information Statement and/or the transfer of the Nil-Paid Rights, the Convertible Bonds and the Conversion Shares into jurisdictions other than Singapore may be prohibited or restricted by law. Persons into whose possession this Offer Information Statement comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of such jurisdictions. This Offer Information Statement is not for distribution, directly or indirectly, into the United States of America (the "U.S." or "United States"). The Nil-Paid Rights, the Convertible Bonds and the Conversion Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act") or under any securities laws of any state or other or other jurisdiction of the U.S. The Nil-Paid Rights, the Convertible Bonds and the Conversion Shares are being offered and sold outside the U.S. in offshore transactions as defined and in reliance on Regulation S under the Securities Act.

No Nil-Paid Rights or Convertible Bonds may be allotted or allocated on the basis of this Offer Information Statement later than six (6) months after the date of lodgement of this Offer Information Statement with the Authority. Your attention is drawn to the section titled "Risk Factors" beginning on page 30 of this Offer Information Statement, which you should review carefully.



BANYAN TREE
HOLDINGS

BANYAN TREE HOLDINGS LIMITED

(Incorporated in the Republic of Singapore on 11 April 2000)

(Company Registration No. 200003108H)

RENOUNCEABLE AND NON-UNDERWRITTEN RIGHTS ISSUE OF S\$50,402,608 IN AGGREGATE PRINCIPAL AMOUNT OF 7.5 PER CENT. CONVERTIBLE BONDS CONVERTIBLE INTO NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY IN THE DENOMINATION OF S\$1.00 EACH AND INTEGRAL MULTIPLES THEREOF, ON THE BASIS OF SIX (6) CONVERTIBLE BONDS FOR EVERY 100 EXISTING SHARES HELD BY ENTITLED SHAREHOLDERS (AS DEFINED HEREIN) AS AT THE RECORD DATE (AS DEFINED HEREIN), FRACTIONAL ENTITLEMENTS TO BE DISREGARDED

IMPORTANT DATES AND TIMES

Last date and time for splitting and trading of Nil-Paid Rights	:	23 July 2020 at 5.00 p.m.
Last date and time for acceptance of and payment for Convertible Bonds	:	29 July 2020 at 5.00 p.m. (9.30 p.m. for Electronic Applications at ATMs of Participating Banks)
Last date and time for application and payment for Excess Convertible Bonds (as defined herein)	:	29 July 2020 at 5.00 p.m. (9.30 p.m. for Electronic Applications at ATMs of Participating Banks)

Sole Manager of the Rights Issue



IMPORTANT NOTICE

Capitalised terms used in this section which are not otherwise defined shall have the meanings ascribed to them under the section titled "Definitions" of this Offer Information Statement.

In view of the ongoing COVID-19 situation, the Authority, the Securities Industry Council of Singapore and the Singapore Exchange Regulation had, on 6 May 2020, introduced temporary measures to, among others, allow issuers involved in rights issues the option to electronically disseminate offer documents through publication on SGXNET and their corporate websites instead of despatching hardcopy offer documents as required under the SFA, until 30 September 2020.

Pursuant to the above and the Securities and Futures (Offers of Investments) (Temporary Exemption from Sections 277(1)(c) and 305B(1)(b)) Regulations 2020, the Company will not be despatching hardcopies of this Offer Information Statement and the Product Highlights Sheet to Entitled Shareholders and Purchasers.

Notification under Section 309B of the SFA: The Nil-Paid Rights, the Convertible Bonds and the Conversion Shares are 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).

For Entitled Depositors, acceptances of Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds may be made through CDP or by way of Electronic Application at any ATM of a Participating Bank.

For Entitled Scripholders, acceptances of Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds may be made through the Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd.

Entitled Scripholders and their renounees who wish to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds MUST open Securities Accounts with CDP in their own names if they do not already maintain Securities Accounts, and provide their Securities Account numbers in the forms comprised in their PALs. Entitled Scripholders and their renounees who fail to provide their Securities Account numbers in the forms comprised in their PALs or who have given incorrect or invalid Securities Account numbers or whose Securities Account numbers provided are not otherwise accepted by CDP for the credit of the Convertible Bonds that may be allotted to them or whose particulars as provided in the forms comprised in the PALs differ from those particulars currently maintained with CDP or those particulars given to CDP for the opening of their Securities Accounts will have their acceptances of their Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds rejected.

CPFIS Members, SRS Investors and investors who hold Shares through finance companies or Depository Agents should read the section titled "Important Notice to (A) CPFIS Members, (B) SRS Investors and (C) Investors who Hold Shares through Finance Companies or Depository Agents" of this Offer Information Statement for important details relating to the acceptance and application procedures.

For renounees of Entitled Shareholders or Purchasers whose purchases are settled through finance companies or Depository Agents, acceptances of Nil-Paid Rights purchased must be made through the respective finance companies or Depository Agents, as the case may be. Such renounees and Purchasers are advised to provide their

respective finance companies or Depository Agents, as the case may be, with the appropriate instructions no later than the deadlines set by such intermediaries in order for such intermediaries to make the relevant acceptances of Nil-Paid Rights on their behalf by the Closing Date. Any acceptance made by such investors directly through CDP, Electronic Applications at ATMs of Participating Banks, the Share Registrar and/or the Company will be rejected.

The existing Shares are listed and quoted on the Main Board of SGX-ST.

Persons wishing to subscribe for the Convertible Bonds or purchase the Nil-Paid Rights should, before deciding whether to so subscribe or purchase, carefully read this Offer Information Statement in its entirety in order to make an informed assessment of the affairs of the Company and the Group, including but not limited to the assets and liabilities, profits and losses, financial position, financial performance, risk factors and prospects of the Company and the Group and the rights and liabilities attaching to the Convertible Bonds. They should rely, and shall be deemed to have relied, on their own independent enquiries and investigations of such affairs of the Company and the Group, as well as any bases and assumptions upon which financial projections, if any, relating to the Company or the Group are made or based, and their own appraisal and determination of the merits of investing in the Company or the Group. Persons in doubt as to the action they should take should consult their financial, legal, tax or other professional advisers before deciding whether to subscribe for the Convertible Bonds or purchase the Nil-Paid Rights.

Investors should read the section titled “Risk Factors” of this Offer Information Statement, in particular the sub-section titled “Risks Relating to an Investment in the Nil-Paid Rights, the Convertible Bonds and/or the Shares”, before making an investment decision.

No person has been authorised to give any information or to make any representations, other than those contained in this Offer Information Statement, in connection with the Rights Issue or the issue of the Convertible Bonds and the Conversion Shares and, if given or made, such information or representations must not be relied upon as having been authorised by the Company or the Sole Manager. Save as expressly stated in this Offer Information Statement, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of the Company or the Group. Neither the delivery or dissemination of this Offer Information Statement or the Product Highlights Sheet (as defined herein) nor the issue of the Convertible Bonds or the Conversion Shares shall, under any circumstances, constitute a continuing representation, or give rise to any implication, that there has been no material change in the affairs of the Company or the Group, or any of the information contained herein since the date hereof. Where such changes occur after the date hereof and are material, or are required to be disclosed by law and/or SGX-ST, the Company may make an announcement of the same via SGXNET and if required, lodge a supplemental or replacement document with the Authority. All Entitled Shareholders, their renouncees and Purchasers should take note of any such announcement or supplemental or replacement document and, upon the release of such announcement or lodgement of such supplemental or replacement document, shall be deemed to have notice of such changes.

Neither the Company nor the Sole Manager is making any representation to any person regarding the legality of an investment in the Nil-Paid Rights, the Convertible Bonds, the Conversion Shares and/or the Shares by such person under any investment or any other laws or regulations. No information in this Offer Information Statement and the Product Highlights Sheet should be considered to be business, financial, legal or tax advice.

The Sole Manager makes no representation, warranty or recommendation whatsoever as to the merits of the Rights Issue, the Nil-Paid Rights, the Convertible Bonds, the Conversion Shares, the Company, the Group or any other matter related thereto or in connection therewith.

Nothing in this Offer Information Statement or the accompanying documents, including the Product Highlights Sheet, shall be construed as a recommendation to subscribe for the Convertible Bonds, purchase the Nil-Paid Rights or invest in the Shares.

This Offer Information Statement and the accompanying documents have been prepared solely for the purpose of the acceptance and subscription of the Convertible Bonds under the Rights Issue, and may not be relied upon by any persons (other than Entitled Shareholders, their renouncees and Purchasers) to whom these documents are despatched or disseminated by the Company or for any other purpose.

This Offer Information Statement, including the Product Highlights Sheet, the OIS Notification Letter, the ARE, the ARS and the PAL, may not be used for the purpose of, and does not constitute, an offer, invitation to or solicitation by anyone in any jurisdiction or in any circumstances in which such an offer, invitation or solicitation is unlawful or not authorised or to any person to whom it is unlawful to make such an offer, invitation or solicitation.

The Nil-Paid Rights, the Convertible Bonds and the Conversion Shares have not been and will not be registered under the Securities Act or any securities laws of any state or other jurisdiction of the United States and may not be offered, sold, resold, transferred or delivered, directly or indirectly, within the United States except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States. The Nil-Paid Rights, the Convertible Bonds and the Conversion Shares are being offered and sold in offshore transactions (as defined under Regulation S) in reliance on Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the Rights Issue, any offer, sale or transfer of the Nil-Paid Rights or the Convertible Bonds in or into the United States by a dealer (whether or not participating in the Rights Issue) may violate the registration requirements of the Securities Act.

The distribution of this Offer Information Statement and/or the accompanying documents, and the purchase, exercise of or subscription for the Nil-Paid Rights, the Convertible Bonds or the Conversion Shares may be prohibited or restricted by law (either absolutely or subject to various requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant laws of these jurisdictions. Entitled Shareholders, their renouncees and Purchasers or any other persons having possession of this Offer Information Statement and/or the accompanying documents are advised to keep themselves informed of and observe such prohibitions and restrictions at their own expense and without liability to the Company or the Sole Manager. Please refer to the sections titled “Eligibility of Shareholders to Participate in the Rights Issue” and “Offering, Selling and Transfer Restrictions” of this Offer Information Statement for further information.

IMPORTANT NOTICE TO (A) CPFIS MEMBERS, (B) SRS INVESTORS AND (C) INVESTORS WHO HOLD SHARES THROUGH FINANCE COMPANIES OR DEPOSITORY AGENTS

Capitalised terms used in this section which are not otherwise defined shall have the meanings ascribed to them under the section titled "Definitions" of this Offer Information Statement.

The Convertible Bonds are not eligible for inclusion under the CPF Investment Scheme. Accordingly, CPF Funds **CANNOT** be used to pay for the acceptance of Nil-Paid Rights, the application for Excess Convertible Bonds or the purchase of Nil-Paid Rights from the market. The Convertible Bonds will not be held through the CPF Investment Account.

Shareholders who have previously purchased their Shares under the Supplementary Retirement Scheme ("**SRS Investors**") and Shareholders who hold Shares through finance companies or Depository Agents can only accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds by instructing the relevant approved banks in which such SRS Investors hold their SRS Accounts ("**SRS Approved Banks**"), finance companies or Depository Agents, as the case may be, to do so on their behalf in accordance with the terms and conditions of this Offer Information Statement.

ANY ACCEPTANCE AND/OR APPLICATION MADE DIRECTLY BY THE ABOVEMENTIONED SHAREHOLDERS THROUGH CDP, ELECTRONIC APPLICATIONS AT ATMS OF PARTICIPATING BANKS, THE SHARE REGISTRAR AND/OR THE COMPANY WILL BE REJECTED.

The abovementioned Shareholders, where applicable, will receive notification letters from their respective SRS Approved Banks, finance companies or Depository Agents, as the case may be, and should refer to such notification letters for details of the last date and time to submit acceptances of their Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds to such intermediaries.

Such Shareholders are advised to provide their respective SRS Approved Banks, finance companies or Depository Agents, as the case may be, with the appropriate instructions no later than the deadlines set by such intermediaries in order for such intermediaries to make the relevant acceptances of Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds on their behalf in accordance with the terms and conditions in this Offer Information Statement and by the Closing Date.

(A) CPFIS Members

The Convertible Bonds are not eligible for inclusion under the CPF Investment Scheme. Accordingly, CPF Funds **CANNOT** be used to pay for the acceptance of Nil-Paid Rights, application for Excess Convertible Bonds or purchase of Nil-Paid Rights from the market. For Shareholders who have previously purchased their Shares under the CPF Investment Scheme ("**CPFIS Members**"), acceptances of their Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds must be done through the CPF agent banks with which they maintain their CPF Investment Accounts.

CPFIS Members who have previously purchased their Shares using CPF Funds and wish to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds will need to instruct their respective CPF agent banks to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds on their behalf **USING CASH** and in accordance with the terms and conditions of this Offer Information Statement. The Convertible Bonds will not be held through the CPF Investment Account.

(B) SRS Investors

SRS Investors must use, subject to applicable SRS rules and regulations, monies standing to the credit of their respective SRS Accounts to pay for the acceptance of their Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds.

SRS Investors who wish to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds using SRS monies must instruct their respective SRS Approved Banks to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds on their behalf in accordance with the terms and conditions in this Offer Information Statement.

Such SRS Investors who have insufficient funds in their SRS Accounts may, subject to the SRS contribution cap, deposit cash into their SRS Accounts with their respective SRS Approved Banks before instructing their respective SRS Approved Banks to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds on their behalf.

SRS Investors are advised to provide their respective SRS Approved Banks with the appropriate instructions no later than the deadlines set by their respective SRS Approved Banks in order for their respective SRS Approved Banks to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. Any acceptance and/or (if applicable) application made directly through CDP, Electronic Applications at ATMs of the Participating Banks, the Share Registrar and/or the Company will be rejected.

For the avoidance of doubt, monies in SRS Accounts may not be used for the purchase of Nil-Paid Rights directly from the market.

(C) Holdings Through Finance Companies or Depository Agents

Shareholders who hold Shares through finance companies or Depository Agents must instruct their respective finance companies or Depository Agents, as the case may be, to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds on their behalf in accordance with the terms and conditions in this Offer Information Statement.

TABLE OF CONTENTS

DEFINITIONS	8
SUMMARY OF THE RIGHTS ISSUE AND THE CONVERTIBLE BONDS	17
TRADING UPDATE	27
INDICATIVE TIMETABLE	28
RISK FACTORS	30
CLEARING, SETTLEMENT AND CUSTODY	58
ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS ISSUE	59
OFFERING, SELLING AND TRANSFER RESTRICTIONS	64
TRADING	66
TAXATION	69
CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS	74
TAKE-OVER IMPLICATION	75
DISCLOSURE REQUIREMENTS UNDER THE SIXTEENTH SCHEDULE OF THE SFR ..	76
PART 2 – IDENTITY OF DIRECTORS, ADVISERS AND AGENTS	76
PART 3 – OFFER STATISTICS AND TIMETABLE	78
PART 4 – KEY INFORMATION	81
PART 5 – OPERATING AND FINANCIAL REVIEW AND PROSPECTS	103
PART 6 – THE OFFER AND LISTING	117
PART 7 – ADDITIONAL INFORMATION	123
PART 8 – ADDITIONAL INFORMATION REQUIRED FOR OFFER OF DEBENTURES OR UNITS OF DEBENTURES	124
PART 9 – ADDITIONAL INFORMATION REQUIRED FOR CONVERTIBLE DEBENTURES	135
PART 10 – ADDITIONAL INFORMATION REQUIRED FOR OFFER OF SECURITIES OR SECURITIES-BASED DERIVATIVES CONTRACTS BY WAY OF RIGHTS ISSUE	136
ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS ISSUES UNDER APPENDIX 8.2 OF THE LISTING MANUAL	142

APPENDIX A – TERMS AND CONDITIONS OF THE CONVERTIBLE BONDS	A-1
APPENDIX B – PROCEDURES FOR ACCEPTANCE, EXCESS APPLICATION AND PAYMENT BY ENTITLED DEPOSITORS	B-1
APPENDIX C – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATIONS THROUGH ATMS OF PARTICIPATING BANKS.	C-1
APPENDIX D – PROCEDURES FOR ACCEPTANCE, SPLITTING, RENUNCIATION, EXCESS APPLICATION AND PAYMENT BY ENTITLED SCRIPHOLDERS.	D-1
APPENDIX E – AUDITED CONSOLIDATED INCOME STATEMENT OF THE GROUP FOR FY2017, FY2018 AND FY2019	E-1
APPENDIX F – AUDITED CONSOLIDATED BALANCE SHEET OF THE GROUP AS AT 31 DECEMBER 2019.	F-1
APPENDIX G – AUDITED CONSOLIDATED CASH FLOW STATEMENTS OF THE GROUP FOR FY2018 AND FY2019	G-1

DEFINITIONS

For the purpose of this Offer Information Statement, the Product Highlights Sheet, the OIS Notification Letter, the ARE, the ARS and the PAL, the following definitions apply throughout unless the context otherwise requires or unless otherwise stated.

The Group

"BTC"	:	Banyan Tree China Pte. Ltd., a subsidiary of the Company
"BTHR"	:	Banyan Tree Hotels & Resorts Pte. Ltd., a wholly-owned subsidiary of the Company
"Company"	:	Banyan Tree Holdings Limited
"Group"	:	The Company and its subsidiaries
"LRH"	:	Laguna Resorts & Hotels Public Company Limited, a subsidiary of the Company

General

"14 May Announcement"	:	The Company's announcement dated 14 May 2020 in relation to the Rights Issue
"1Q"	:	The quarter period ended 31 March
"Accor"	:	AccorHotels
"Agency Agreement"	:	The agency agreement to be entered into among the Company, the Principal Agent, the Bond Registrar and the Trustee in relation to the Convertible Bonds, as amended, modified or supplemented from time to time
"Alternative Stock Exchange"	:	Has the meaning ascribed to it in the Terms and Conditions
"ARE"	:	Application form for Convertible Bonds and Excess Convertible Bonds to be issued to Entitled Depositors in respect of the Nil-Paid Rights allotted to them under the Rights Issue
"ARS"	:	Application form for Convertible Bonds to be issued to Purchasers in respect of their purchase of Nil-Paid Rights traded on SGX-ST through the book-entry (scripless) settlement system
"ATM"	:	Automated teller machine
"Authority" or "MAS"	:	Monetary Authority of Singapore
"Bibace"	:	Bibace Investments Ltd

“Bond Registrar”	:	The registrar for the Convertible Bonds, being Madison Pacific Agency and Services Pte. Ltd.
“Bondholders”	:	A person in whose name a Convertible Bond is registered, except that where the registered holder is CDP, the term “Bondholder” shall, in relation to such Convertible Bond, mean each person who is for the time being shown in the records of CDP as the holder of a particular principal amount of such Convertible Bonds
“Broker-linked Balance”	:	A sub-balance in a Securities Account that is linked to a Member Company such that the Member Company has control and rights over the securities contained in such sub-balance
“BTAC”	:	Banyan Tree Assets (China) Holdings Pte. Ltd., previously a joint venture between the Group and Vanke. As at the Latest Practicable Date, the Group has a 5.2% shareholding in BTAC
“BTMC”	:	Banyan Tree Hotel Management (China) Pte. Ltd., an associate of the Group
“BTSC”	:	Banyan Tree Services (China) Pte. Ltd., an associate of the Group
“Business Day”	:	In respect of each Convertible Bond, (a) a day (other than a Saturday, Sunday or gazetted public holiday) on which CDP is operating and (b) (if a payment is to be made on that day) 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 Hong Kong
“CDP”	:	The Central Depository (Pte) Limited
“China”	:	People’s Republic of China
“China Fund”	:	Banyan Tree China Hospitality Fund
“China Fund Acquisition”	:	The acquisition of the hotel assets of the China Fund, as described in paragraph 8(c) of Part 4 (Key Information) of the section titled “Disclosure Requirements under the Sixteenth Schedule of the SFR” of this Offer Information Statement
“Closing Date”	:	(a) 5.00 p.m. on 29 July 2020 (or such other date(s) and/or time(s) as may be announced from time to time by or on behalf of the Company), being the last date and time for acceptance, excess application and payment for Convertible Bonds under the Rights Issue through CDP or the Share Registrar; or

- (b) 9.30 p.m. on 29 July 2020 (or such other date(s) and/or time(s) as may be announced from time to time by or on behalf of the Company), being the last date and time for acceptance, excess application and payment for Convertible Bonds under the Rights Issue through an ATM of a Participating Bank

“Companies Act”	:	The Companies Act, Chapter 50 of Singapore
“Constitution”	:	The constitution of the Company, as amended, modified or supplemented from time to time
“Controlling Shareholder”	:	A person who: (a) holds directly or indirectly 15% or more of the total voting rights in the Company, unless SGX-ST determines otherwise; or (b) in fact exercises control over the Company
“Conversion Price”	:	The price at which each Conversion Share will be issued, being S\$0.25 (assuming no adjustments to the initial conversion price in the manner provided in Condition 6(C) of the Terms and Conditions or under the circumstances provided in Condition 8(C) of the Terms and Conditions)
“Conversion Right”	:	The right of a Bondholder to convert his Convertible Bonds into Conversion Shares, credited as fully paid, in accordance with the Terms and Conditions
“Conversion Shares”	:	The new Shares to be allotted and issued by the Company upon conversion of the Convertible Bonds and such other new Shares which may be issued pursuant to any adjustments to the Conversion Price in accordance with the Terms and Conditions
“Convertible Bonds”	:	S\$50,402,608 in aggregate principal amount of 7.5 per cent. convertible bonds convertible into new Shares to be allotted and issued by the Company pursuant to the Rights Issue
“Core Operating Profit”	:	Operating Profit excluding non-recurring, one-off gains or losses
“CPF”	:	Central Provident Fund
“CPF Funds”	:	CPF investible savings
“CPF Investment Account”	:	The investment account maintained with a CPF agent bank for the purpose of investment of CPF Funds under the CPF Investment Scheme
“CPFIS Members”	:	Shareholders who previously purchased their Shares under the CPF Investment Scheme

“Depository System”	:	The electronic book-entry clearance and settlement system for the trading of debt securities maintained by CDP
“Directors”	:	The directors of the Company as at the date of this Offer Information Statement
“Electronic Application”	:	Acceptance of Nil-Paid Rights and (if applicable) application for Excess Convertible Bonds made through (a) an ATM of a Participating Bank or (b) the SGX-SFG Service, as the case may be, in accordance with the terms and conditions of this Offer Information Statement. For the purpose of this Offer Information Statement, any reference to an application by way of an Electronic Application without reference to such an Electronic Application being made through an ATM of a Participating Bank shall, where the Entitled Depositor is a Depository Agent, be taken to include an application made via the SGX-SFG Service
“Entitled Depositors”	:	Depositors with Shares standing to the credit of their Securities Accounts with CDP as at the Record Date and whose registered addresses with CDP are in Singapore as at the Record Date or who have, at least three (3) Market Days prior to the Record Date, provided CDP with addresses in Singapore for the service of notices and documents
“Entitled Scripholders”	:	Shareholders whose share certificates have not been deposited with CDP as well as transferees who have tendered to the Share Registrar registrable transfers of their Shares and the certificates relating thereto for registration up to the Record Date and whose registered addresses with the Share Registrar are in Singapore as at the Record Date or who have, at least three (3) Market Days prior to the Record Date, provided the Share Registrar with addresses in Singapore for the service of notices and documents
“Entitled Shareholders”	:	Entitled Depositors and Entitled Scripholders
“EPS”	:	Earnings per Share
“Excess Convertible Bonds”	:	Convertible Bonds which are available for application by Entitled Shareholders subject to the terms and conditions contained in this Offer Information Statement, (if applicable) the Constitution, the ARE and the PAL, comprising the Convertible Bonds not validly taken up by Entitled Shareholders, their renouncees or Purchasers, the aggregated fractional entitlements to Convertible Bonds (if any) and any Convertible Bonds which are not otherwise allotted for whatever reason in accordance with the terms and conditions contained in this Offer Information Statement, (if applicable) the Constitution, the ARE and the PAL

“Foreign Purchasers”	:	Persons purchasing Nil-Paid Rights during the Nil-Paid Rights trading period through the book-entry (scripless) settlement system, whose registered addresses with CDP are not in Singapore
“Foreign Shareholders”	:	Shareholders with registered addresses outside Singapore as at the Record Date, and who have not, at least three (3) Market Days prior to the Record Date, provided CDP or the Share Registrar, as the case may be, with addresses in Singapore for the service of notices and documents
“FY”	:	The financial year ended or ending 31 December
“Indochina Fund”	:	Banyan Tree Indochina Hospitality Fund L.P.
“Interested Person”	:	Has the meaning ascribed to it in Chapter 9 of the Listing Manual
“IRAS”	:	Inland Revenue Authority of Singapore
“Irrevocable Undertakings”	:	The irrevocable undertakings provided by the Undertaking Shareholders, each dated 14 May 2020
“Issue Date”	:	The date of issue of the Convertible Bonds
“Issue Price”	:	100 per cent. of the principal amount of the Convertible Bonds, being S\$1.00 for each Convertible Bond
“Issue Size”	:	S\$50,402,608 in aggregate principal amount of Convertible Bonds
“ITA”	:	The Income Tax Act, Chapter 134 of Singapore
“Latest Practicable Date”	:	2 July 2020, being the latest practicable date prior to the lodgement of this Offer Information Statement
“Listing Manual”	:	The listing manual of SGX-ST, as amended, modified or supplemented from time to time
“Market Day”	:	A day on which SGX-ST is open for trading in securities
“Maturity Date”	:	The maturity date of the Convertible Bonds, being two (2) years from the Issue Date
“Member Company”	:	A trading member of SGX-ST
“Meydan”	:	Meydan City Corporation, Meydan Group LLC and Meydan LLC, collectively
“NAV”	:	Net asset value

“Net Proceeds”	:	The estimated net proceeds from the issue of the Convertible Bonds of approximately S\$49.4 million, after deducting professional fees and related expenses incurred in connection with the Rights Issue of approximately S\$1.0 million
“Nil-Paid Rights”	:	The “nil-paid” rights to subscribe for Convertible Bonds evidenced by the provisional allotment of Convertible Bonds
“NRIC”	:	National Registration Identity Card
“Offer Information Statement”	:	This document, together with (where the context requires) the Product Highlights Sheet, the OIS Notification Letter, the ARE, the ARS, the PAL and all other accompanying documents (including, where applicable, any supplemental or replacement document to be issued by the Company and lodged with the Authority in connection with the Rights Issue)
“OIS Notification Letter”	:	The notification letter to be issued to Entitled Shareholders and Purchasers containing, among others, instructions on how to view, download and print the electronic version of this Offer Information Statement and the Product Highlights Sheet
“Operating Profit”	:	Earnings before interest, taxes, depreciation and amortisation
“PAL”	:	The provisional allotment letter to be issued to Entitled Scripholders in respect of the Nil-Paid Rights allotted to them under the Rights Issue
“Participating Banks”	:	DBS Bank Ltd. (including POSB), Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited
“PATMI”	:	Profit after taxation and minority interests
“Principal Agent”	:	The principal paying, conversion and transfer agent for the Convertible Bonds, being Madison Pacific Agency and Services Pte. Ltd.
“Product Highlights Sheet”	:	The product highlights sheet prepared by the Company in relation to the Rights Issue accompanying this Offer Information Statement
“Purchaser”	:	A person who purchases Nil-Paid Rights through the book-entry (scripless) settlement system during the Nil-Paid Rights trading period
“Qatar Holding”	:	Qatar Holding LLC

“Record Date”	:	5.00 p.m. on 25 June 2020, being the time and date at and on which the register of members and share transfer books of the Company were closed to determine the provisional allotments of Entitled Shareholders under the Rights Issue
“Registration Date”	:	The date Conversion Shares are credited to the relevant holder’s account with CDP or he is registered as such in the register of members of the Company
“Regulation S”	:	Regulation S under the Securities Act
“RevPAR”	:	Revenue per available room
“Rights Issue”	:	The renounceable and non-underwritten rights issue by the Company of the Convertible Bonds, on the basis of six (6) Convertible Bonds for every 100 existing Shares held by Entitled Shareholders as at the Record Date, fractional entitlements to be disregarded, on the terms and conditions of this Offer Information Statement
“Securities Accounts”	:	A securities account maintained by a Depositor with CDP, but does not include a securities sub-account maintained with a Depository Agent
“Securities Act”	:	U.S. Securities Act of 1933, as amended
“Securities Depositors”	:	Persons holding the Convertible Bonds in Securities Accounts with CDP
“SFA”	:	The Securities and Futures Act, Chapter 289 of Singapore
“SFR”	:	The Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Share Registrar”	:	Boardroom Corporate & Advisory Services Pte. Ltd.
“Shareholders”	:	Registered holders of Shares in the register of members of the Company, except that where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares and where the context so admits, mean the Depositors whose Securities Accounts are credited with those Shares
“Shares”	:	Ordinary shares in the capital of the Company
“Sole Manager”	:	Maybank Kim Eng Securities Pte. Ltd., as sole manager of the Rights Issue
“SRS”	:	Supplementary Retirement Scheme

“SRS Account”	:	An account opened by a participant in the SRS
“SRS Approved Banks”	:	The relevant approved banks in which such SRS Investors hold their SRS Accounts
“SRS Investors”	:	Shareholders who have previously purchased their Shares under the SRS
“Substantial Shareholder”	:	A person who has an interest or interests in one or more voting Shares (excluding treasury Shares) in the Company, and the total votes attached to that Share, or those Shares, is not less than 5% of the total votes attached to all the voting Shares (excluding treasury Shares) in the Company
“Take-over Code”	:	The Singapore Code on Take-overs and Mergers, as amended, modified or supplemented from time to time
“Terms and Conditions”	:	The terms and conditions of the Convertible Bonds to be set out in the Trust Deed, the text of which (subject to completion and amendment) is set out in Appendix A to this Offer Information Statement
“Trading Update”	:	The trading update released by the Company on SGXNET on 23 June 2020
“Trust Deed”	:	The trust deed constituting the Convertible Bonds and containing, among others, provisions for the protection of the rights and interests of the Bondholders, as amended, modified or supplemented from time to time
“Trustee”	:	Madison Pacific Pte. Limited
“Undertaking Shareholders”	:	Ho KwonPing and Qatar Holding LLC
“Unit Share Market”	:	The unit share market of SGX-ST, which allows trading of shares in single shares
“United States” or “U.S.”	:	United States of America
“Vanke”	:	China Vanke Co., Ltd.
“Vanke SPV”	:	Alps Investments Limited, a wholly-owned subsidiary of Vanke
<i>Units and Currencies</i>		
“%” or “per cent.”	:	Percentage or per centum
“AED”	:	United Arab Emirates Dirham, being the lawful currency of the United Arab Emirates

“RMB”	:	Renminbi, being the lawful currency of China
“S\$” and “cents”	:	Singapore dollar and cents respectively, being the lawful currency of the Republic of Singapore
“US\$” or “US dollars”	:	United States dollars, being the lawful currency of the United States

The terms **“Depositor”**, **“Depository”** and **“Depository Agent”** shall have the meanings ascribed to them, respectively, in Section 81SF of the SFA.

The term **“subsidiary”** shall have the meaning ascribed to it by Section 5 of the Companies Act.

Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing a specific gender shall include the other genders (male, female or neuter). References to persons shall, where applicable, include any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality.

The headings in this Offer Information Statement are inserted for convenience only and shall be ignored in construing this Offer Information Statement.

Any reference in this Offer Information Statement to any enactment is a reference to that enactment as for the time being amended, modified or re-enacted.

Any reference to a date or time in this Offer Information Statement and the Product Highlights Sheet shall be a reference to Singapore date and time, unless otherwise stated. Any reference to a date or time in this Offer Information Statement, the Product Highlights Sheet, the ARE, the ARS and the PAL in relation to the Rights Issue (including but not limited to the Closing Date and the last date(s) and time(s) for renunciation, splitting, acceptance, excess application and/or payment) shall include such other date(s) and/or time(s) as may be announced from time to time by or on behalf of the Company.

Any discrepancies in figures included in this Offer Information Statement and the Product Highlights Sheet between the amounts listed and the totals thereof are due to rounding. Accordingly, figures shown as totals in this Offer Information Statement and the Product Highlights Sheet may not be an arithmetic aggregation of the figures that precede them.

The information on the Company’s website, any website directly or indirectly linked to the Company’s website and any other website is not incorporated by reference into this Offer Information Statement and should not be relied on in making any investment decision.

SUMMARY OF THE RIGHTS ISSUE AND THE CONVERTIBLE BONDS

The following is a summary of the principal terms and conditions of the Rights Issue and the Convertible Bonds and is derived from, and should be read in conjunction with, the full text of this Offer Information Statement, in particular “Terms and Conditions of the Convertible Bonds” set out in Appendix A to this Offer Information Statement, and is qualified in its entirety by reference to information appearing elsewhere in this Offer Information Statement.

The Rights Issue

Basis of Provisional Allotment : The Rights Issue will be made on a renounceable basis to Entitled Shareholders on the basis of six (6) Convertible Bonds for every 100 existing Shares held by Entitled Shareholders (which, for the avoidance of doubt, excludes treasury Shares held by the Company) as at the Record Date, fractional entitlements to be disregarded.

For the avoidance of doubt, an Entitled Shareholder is not required to hold a minimum of 100 Shares as at the Record Date in order to be provisionally allotted Convertible Bonds. For illustrative purposes, an Entitled Shareholder who holds 17 Shares as at the Record Date will be provisionally allotted one (1) Convertible Bond, after disregarding fractional entitlements. An Entitled Shareholder who holds less than 17 Shares as at the Record Date will not be provisionally allotted any Convertible Bonds.

For the avoidance of doubt, investors holding bonds or notes issued by the Company will not be provisionally allotted Convertible Bonds.

Eligibility to Participate in the Rights Issue : Please refer to the section titled “Eligibility of Shareholders to Participate in the Rights Issue” of this Offer Information Statement.

Acceptance, Excess Application and Payment : Entitled Shareholders will be at liberty to accept (in full or in part) or decline their Nil-Paid Rights, and are eligible to apply for additional Convertible Bonds in excess of their provisional allotments under the Rights Issue.

All fractional entitlements to the Convertible Bonds will be aggregated and, together with any unsold provisional allotments of Convertible Bonds of Foreign Shareholders and provisional allotments of Convertible Bonds which are not allotted or taken up for any other reason, be used to satisfy applications for Excess Convertible Bonds (if any) or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interest of the Company.

In the allotment of Excess Convertible Bonds, preference will be given to the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights Issue, or have representation (direct or through a nominee) on the board of Directors of the Company, will rank last in priority for the rounding of odd lots and allotment of Excess Convertible Bonds.

The procedures for, and the terms and conditions applicable to, acceptances, renunciation, splitting and/or sales of Nil-Paid Rights and applications for Excess Convertible Bonds, including the different modes of acceptance or application and payment, are contained in Appendices B to D to this Offer Information Statement and in the ARE, the ARS and the PAL (as the case may be).

Investors should note that the offer and sale of, or exercise or acceptance of, or subscription for, the Nil-Paid Rights, the Convertible Bonds and/or the Conversion Shares to or by persons located or resident in jurisdictions other than Singapore may be restricted or prohibited by the laws of the relevant jurisdiction. Investors are cautioned to note the offering, selling and transfer restrictions set forth in the section titled “Offering, Selling and Transfer Restrictions” of this Offer Information Statement.

Use of CPF Funds : The Convertible Bonds are not eligible for inclusion under the CPF Investment Scheme. Accordingly, prospective investors CANNOT use their CPF Funds to apply for the initial offer of the Convertible Bonds, pay the Issue Price, accept their Nil-Paid Rights, (if applicable) apply for Excess Convertible Bonds and/or later purchase Convertible Bonds.

CPFIS Members who have previously purchased their Shares using CPF Funds and wish to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds will need to instruct their respective agent banks, where they hold their CPF Investment Accounts, to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds on their behalf **USING CASH** and in accordance with this Offer Information Statement. The Convertible Bonds will not be held through the CPF Investment Account.

Use of SRS Funds : SRS Investors must use, subject to applicable SRS rules and regulations, monies standing to the credit of their respective SRS Accounts to pay for the acceptance of their Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds.

SRS Investors who wish to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds using SRS monies must instruct their respective SRS Approved Banks to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds on their behalf in accordance with the terms and conditions in this Offer Information Statement.

Trading of Nil-Paid Rights : Entitled Depositors who wish to trade all or part of their Nil-Paid Rights on SGX-ST can do so during the Nil-Paid Rights trading period prescribed by SGX-ST.

Entitled Depositors should note that the Nil-Paid Rights will be tradable in board lots, each board lot comprising provisional allotments of 100 Convertible Bonds. Entitled Depositors who wish to trade in lot sizes other than this may do so in the Unit Share Market of SGX-ST during the Nil-Paid Rights trading period.

All dealings in and transactions (including transfers) of the Nil-Paid Rights effected through SGX-ST and/or CDP shall be made in accordance with the “*Terms and Conditions for Operation of Securities Account with The Central Depository (Pte) Limited*” and the terms and conditions contained in the CDP Application Form, as the same may be amended from time to time, copies of which are available from CDP.

Underwriting : The Rights Issue is not underwritten by any financial institution.

Irrevocable Undertakings : Subject to the conditions of their respective Irrevocable Undertakings, the Undertaking Shareholders have, in aggregate, agreed to subscribe and pay in full and/or procure the subscription and payment in full for up to S\$50,402,608 in aggregate principal amount of Convertible Bonds, representing 100% of the total number of Convertible Bonds.

See paragraph 1(f) of Part 10 (Additional Information Required for Offer of Securities or Securities-based Derivatives Contracts by Way of Rights Issue) of the section titled “Disclosure Requirements under the Sixteenth Schedule of the SFR” for further details.

Use of Proceeds and Purpose of Issue : The Company is undertaking the Rights Issue to raise funds for general working capital and operations of the Group and repayment of existing bank borrowings and interest costs of the Group.

See Part 4 (Key Information) of the section titled “Disclosure Requirements under the Sixteenth Schedule of the SFR” for further details.

The Convertible Bonds

Issuer	:	The Company
Issue Size	:	Based on the issued share capital of the Company as at the Latest Practicable Date of 840,043,480 Shares (excluding treasury Shares), S\$50,402,608 in aggregate principal amount of Convertible Bonds will be issued. Based on the issue size and assuming no adjustments to the initial Conversion Price of S\$0.25 per Share, the maximum number of Conversion Shares that may be issued is 201,610,432 Conversion Shares, representing in aggregate 24.00% of the total number of issued Shares (excluding treasury Shares) as at the Latest Practicable Date.
Issue Price of the Convertible Bonds	:	100 per cent. of the principal amount of the Convertible Bonds at S\$1.00 for each Convertible Bond, payable in full upon acceptance and/or application.
Maturity Date	:	The date falling two (2) years from the Issue Date.
Interest	:	The Convertible Bonds shall bear interest at the rate of 7.5 per cent. per annum on the outstanding principal amount of the Convertible Bonds from (and including) the Issue Date. Interest is payable semi-annually in arrear on 6 February and 6 August in each year (each such date for payment of such interest hereafter referred to as an “ Interest Payment Date ”) commencing 6 February 2021. Each Convertible Bond will cease to bear interest (a) where the Conversion Right attached to it shall have been exercised, from and including the Interest Payment Date last preceding its Conversion Date (as defined in the Terms and Conditions) (or if such Conversion Date falls on or before the first Interest Payment Date, the Issue Date) subject to conversion of the relevant Convertible Bond in accordance with the Terms and Conditions, or (b) from the due date for redemption thereof unless, upon due presentation, payment of the full amount due is improperly withheld or refused. In such event it shall continue to bear interest as aforesaid until the earlier of (x) the day on which all sums due in respect of such Convertible Bond up to that day are received by or on behalf of the relevant Bondholder, and (y) the day being the seventh day after the Trustee or the Principal Agent has notified Bondholders of receipt of all sums due in respect of all the Convertible Bonds up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant Bondholder under the Terms and Conditions).
Form and Denomination	:	The Convertible Bonds will be issued in registered form and in the denomination of S\$1.00 each and integral multiples thereof and will initially be represented by a global certificate deposited with, and registered in, the

name of CDP. Except in the limited circumstances described in the provisions of the global certificate representing the Convertible Bonds, owners of interests in the Convertible Bonds represented by such global certificate will not be entitled to receive definitive certificates in respect of their individual holdings of Convertible Bonds. The Convertible Bonds which are represented by such global certificate will be transferable only in accordance with the rules and procedures for the time being of CDP.

Conversion Right : During the Conversion Period, Bondholders will have the right to convert their Convertible Bonds into Conversion Shares, credited as fully paid, in accordance with the Terms and Conditions.

The number of Conversion Shares to be issued and delivered on conversion of a Convertible Bond will be determined by dividing the principal amount of the Convertible Bond to be converted by the Conversion Price in effect at the Conversion Date. Fractions of Shares will not be issued on conversion and no cash adjustments or other adjustment will be made in lieu thereof.

Conversion Period : Subject to and in compliance with the Terms and Conditions and any applicable fiscal or other laws or regulations, holders of Convertible Bonds may exercise their Conversion Right at any time on or after the date falling 41 days after the Issue Date up to the close of business on the date falling 10 days prior to the Maturity Date (but, except as provided in Condition 6(A)(iv) of the Terms and Conditions, in no event thereafter) or if such Convertible Bond shall have been called for redemption before the Maturity Date, then up to the close of business on a date no later than 10 days prior to the date fixed for redemption thereof (but, except as provided in Condition 6(A)(iv) of the Terms and Conditions, in no event thereafter) but excluding the Closed Periods (as defined in the Terms and Conditions); provided that, in each case, if such final date for the exercise of Conversion Rights is not a Business Day at the place aforesaid, then the period for exercise of Conversion Rights by Bondholders shall end on the immediately preceding Business Day at the place aforesaid.

Conversion Price : Subject to adjustments as set out in the Terms and Conditions, the initial Conversion Price at which each Conversion Share will be issued shall be S\$0.25.

Adjustments to Conversion Price : The Conversion Price is subject to adjustment under certain circumstances, including, without limitation, the following:

- (a) consolidation, subdivision or reclassification in relation to the Shares which alters the number of Shares in issue;
- (b) capitalisation of profits or reserves;
- (c) capital distribution;
- (d) rights issues of Shares or options over Shares at less than the market price;
- (e) rights issues of other securities;
- (f) issues of Shares or options over Shares at less than the market price;
- (g) issues of securities which carry rights of conversion into, or exchange or subscription for, Shares at a consideration at less than the market price;
- (h) modifications of rights of conversion, exchange or subscription attaching to any other securities issued and which are convertible into Shares such that the consideration per Share is less than the market price;
- (i) issues of securities in the context of an offer to Shareholders; and
- (j) if the Company determines that an adjustment should be made or should not be made or that the effective date for the relevant adjustments should be another date, the use by the Company of a leading independent investment bank of international repute (acting as expert) to determine if the adjustment is fair and reasonable, so as to restore the economic position of the Bondholders after the occurrence of such events or circumstances, to the same position as if the diluting of such events or circumstances had not occurred.

Please refer to Condition 6(C) of the Terms and Conditions, as set out in Appendix A to this Offer Information Statement, for a list of events which would result in adjustments to the Conversion Price and the details of the adjustment formulae.

Initial Discount	:	The initial Conversion Price of S\$0.25 per Share represents: (i) a discount of approximately 5.7% to the closing price of S\$0.265 per Share quoted on SGX-ST on 14 May 2020, being the last Market Day on which trades were done in the Shares prior to the 14 May Announcement; and (ii) the closing price of the Shares on SGX-ST on the Latest Practicable Date.
Status of the Convertible Bonds	:	The Convertible Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 4 of the Terms and Conditions) unsecured obligations of the Company. The Convertible Bonds shall at all times rank <i>pari passu</i> and rateably without any preference or priority among themselves, and shall (subject to Condition 4 of the Terms and Conditions) rank <i>pari passu</i> with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Company from time to time outstanding.
Status of the Conversion Shares	:	The Conversion Shares will, upon allotment and issue, rank <i>pari passu</i> in all respects with the existing issued Shares as of the Registration Date (as defined in the Terms and Conditions), save for any dividends, rights, allotments or other distributions for which the record date precedes the relevant Registration Date of the Convertible Bonds, subject to the Terms and Conditions.
Negative Pledge and Other Covenants	:	Please see Condition 4 of the Terms and Conditions set out in Appendix A to this Offer Information Statement for further details.
Conversion for Change of Control	:	Following the occurrence of a Change of Control Event (as described in the Terms and Conditions), each Bondholder will have the right, at such Bondholder's option, to exercise such Bondholder's Conversion Right at a Conversion Price determined in accordance with the specified formula set out in the Condition 8(C) of the Terms and Conditions to convert the Convertible Bonds into Conversion Shares. See "Terms and Conditions of the Convertible Bonds – Redemption, Purchase and Cancellation – Conversion upon Change of Control" set out in Appendix A to this Offer Information Statement.
Redemption at Maturity	:	Unless previously redeemed, converted or purchased and cancelled as provided herein, the Company will redeem each Convertible Bond at 100 per cent. of its principal amount, together with unpaid accrued interest thereon, on the Maturity Date.

Redemption for Taxation Reasons	:	The Company may, at any time, having given not less than 30 nor more than 60 days' irrevocable notice to the holders of the Convertible Bonds, redeem all (and not some only) of the Convertible Bonds at 100 per cent. of its principal amount, together with unpaid interest accrued to (but excluding) the date fixed for redemption for taxation reasons, and in the manner, set out in the Terms and Conditions.
Redemption for Change of Control	:	Bondholders may require the Company to redeem in whole but not in part their Convertible Bonds at 120 per cent. of their principal amount, together with any interest accrued to (but excluding) the date of redemption in the event that a Change of Control Event (as described in the Terms and Conditions) arises. See "Terms and Conditions of the Convertible Bonds – Redemption, Purchase and Cancellation – Redemption for Change of Control" set out in Appendix A to this Offer Information Statement.
Redemption for Delisting of Shares	:	Bondholders may require the Company to redeem in whole but not in part their Convertible Bonds at 120 per cent. of their principal amount, together with any interest accrued to (but excluding) the date of redemption in the event that the Shares cease to be listed or admitted to trading on SGX-ST or, if applicable, an Alternative Stock Exchange, or are suspended from trading on SGX-ST or if applicable, an Alternative Stock Exchange for a period of more than 30 consecutive Trading Days (as defined in the Terms and Conditions). See "Terms and Conditions of the Convertible Bonds – Redemption, Purchase and Cancellation – Redemption for Delisting" set out in Appendix A to this Offer Information Statement.
Purchases	:	The Company and/or any of its subsidiaries may at any time purchase the Convertible Bonds at any price in the open market or otherwise. Such Convertible Bonds may, at the option of the Company or the relevant subsidiary, be held, resold or surrendered for cancellation.
Clearing and Settlement	:	The Convertible Bonds will be cleared through CDP and represented by a global certificate registered in the name of, and deposited with, CDP as authorised depository.
Listing	:	On 9 June 2020, SGX-ST granted its approval in-principle for the listing and quotation of the Convertible Bonds and the Conversion Shares on the Main Board of SGX-ST, subject to certain conditions, details of which are set out in the section titled "Trading" of this Offer Information Statement. The approval in-principle granted by SGX-ST is not to be taken as an indication of the merits of the Rights Issue, the Convertible Bonds, the Conversion Shares, the Company and/or its subsidiaries.

Trading of the Convertible Bonds

: Upon the listing and quotation of the Convertible Bonds on the Main Board of SGX-ST, the Convertible Bonds, when issued, will be traded on the Main Board of SGX-ST under the book-entry (scripless) settlement system. The Convertible Bonds may also be traded over-the-counter on the Debt Securities Clearing and Settlement System. All dealings in and transactions (including transfers) of the Convertible Bonds effected through SGX-ST and/or CDP shall be made in accordance with the “*Terms and Conditions for Operation of Securities Account with The Central Depository (Pte) Limited*” and the terms and conditions contained in the CDP Application Form, as the same may be amended from time to time, copies of which are available from CDP.

The Convertible Bonds will be traded on the Main Board of SGX-ST in board lots of 100 Convertible Bonds with a principal amount of S\$100. Bondholders who hold odd lots of Convertible Bonds (that is, lots other than board lots of 100 Convertible Bonds with a principal amount of S\$100) and who wish to trade in odd lots on SGX-ST are able to trade odd lots of Convertible Bonds in board lots of one (1) Convertible Bond with a principal amount of S\$1.00 on the Unit Share Market.

In the case of the Conversion Shares, for the purposes of trading on the Main Board of SGX-ST, each board lot of Shares will comprise 100 Shares. Shareholders who hold odd lots of Shares (that is, lots other than board lots of 100 Shares) are able to trade odd lots of Shares in board lots of one Share on the Unit Share Market.

Bondholders or Shareholders who hold odd lots of Convertible Bonds or Shares (as the case may be) may have difficulty and/or have to bear disproportionate transaction costs in realising the fair market price of such Convertible Bonds or Shares (as the case may be).

In the event that permission is not granted by SGX-ST for the listing and quotation of the Convertible Bonds on the Main Board of SGX-ST due to an insufficient spread of holdings of the Convertible Bonds to provide for an orderly market in the trading of the Convertible Bonds, the Company shall nevertheless proceed with and complete the Rights Issue, and will use all best endeavours promptly to obtain and maintain a listing for all the Convertible Bonds on an Alternative Stock Exchange. In the event that the Company is unable to obtain a listing for the Convertible Bonds on SGX-ST or an Alternative Stock Exchange despite its best endeavours, Bondholders will not be able to trade their Convertible Bonds on SGX-ST or an Alternative Stock Exchange. However, the Convertible Bonds may be traded over-the-counter on the Debt Securities Clearing and Settlement System. In addition, if a Bondholder were to exercise his Convertible Bonds in accordance with the Terms and Conditions, the Conversion Shares arising therefrom will be listed and quoted on the Main Board of SGX-ST.

Taxation	:	All payments (including of principal and interest) by or on behalf of the Company in respect of the Convertible Bonds 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 deduction or withholding is required by law. In such event, the Company shall pay such additional amounts as will result in the receipt by the Bondholders 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 Convertible Bond presented in certain circumstances set out in the Terms and Conditions. For further details, see the section titled “Taxation” of this Offer Information Statement.
Events of Default	:	Please see Condition 10(A) of the Terms and Conditions set out in Appendix A to this Offer Information Statement for more details. Notwithstanding receipt of any payment after the acceleration of the Convertible Bonds, a Bondholder may exercise his Conversion Right during the period from and including the date of a default notice with respect to an event specified in Condition 10(A) (at which time the Company will notify the Bondholders of the number of Conversion Shares per Convertible Bond to be delivered upon conversion, assuming all the then outstanding Convertible Bonds are converted) to and including the 30th Business Day after such payment.
Trustee	:	Madison Pacific Pte. Limited
Principal Agent	:	Madison Pacific Agency and Services Pte. Ltd.
Bond Registrar	:	Madison Pacific Agency and Services Pte. Ltd.
Governing Law	:	Singapore law.
Selling Restrictions	:	Restrictions apply to offers, sales or transfers of the Convertible Bonds and the Conversion Shares in various jurisdictions. In all jurisdictions, offers, sales or transfers may only be effected to the extent lawful in the relevant jurisdiction. For a description of certain restrictions, see the section titled “Offering, Selling and Transfer Restrictions” of this Offer Information Statement.
Risk Factors	:	Investing in the Nil-Paid Rights, the Convertible Bonds and/or the Conversion Shares involves risks. See the section titled “Risk Factors” of this Offer Information Statement.

TRADING UPDATE

Set out below is the Trading Update released by the Company on SGXNET on 23 June 2020.

The Board of Directors of Banyan Tree Holdings Limited would like to issue a trading update, subsequent to the announcements by the Company dated 14 May 2020 and 5 June 2020.

With border controls and travel restrictions remaining in place around the world as a result of the COVID-19 pandemic, the Group's hotel business, which depends largely on international travellers, continues to be adversely affected. Our Hotel Investments segment, which mainly comprises our owned hotels in Thailand and the Maldives, recorded significantly lower occupancies in April and May compared to the same period last year. For the five months ended 31 May 2020, occupancy and RevPAR for our owned hotels in Thailand were 36% and S\$106 respectively, a decrease of 39 percentage points and 42% respectively compared to the same period last year. For our owned hotels in the Maldives, occupancy and RevPAR were 36% and S\$215 respectively, a decrease of 31 percentage points and 42% respectively compared to the same period last year. Consequently, overall occupancy for the Hotel Investments segment decreased from 69% for the five months ended 31 May 2019 to 34% for the five months ended 31 May 2020, and RevPAR decreased from S\$187 to S\$108.

In Thailand, a ban on international flights and the state of emergency first declared by the Thai government in March 2020 have recently been extended till end June. In the Maldives, while the government has announced plans to reopen its borders sometime in July, it remains unclear what health and safety protocols will be in place and how such protocols, if any, could affect our hotel business. As a result, the Group expects our operating performance for the half year ending 30 June 2020 to be adversely affected and, consequently, the Group expects to report a net loss for the half year ending 30 June 2020. The Group's unaudited financial results for the half year ending 30 June 2020 are expected to be announced on or about 12 August 2020.

The Company is still assessing the impact of the COVID-19 pandemic on the operating results and financial position of the Group for the full financial year ending 31 December 2020. However, it expects to show an operating loss for the financial year ending 31 December 2020.

Cost Saving Measures and Cash Conservation Measures

As announced on 14 May 2020 and 5 June 2020, the Group has undertaken several steps to contain costs and conserve cash. In addition, the Board has voluntarily committed to a 15% reduction in the cash fee component of their directors' fees for the financial year ended 31 December 2019 as a show of solidarity.

Preparing for Post COVID-19

Until there is clarity on the duration, severity and consequences of the COVID-19 pandemic, the Group will continue to pursue steps to reduce costs, conserve cash and diversify our sources of funding to strengthen our balance sheet. The Group is also proactively reviewing all aspects of our operations, including our sales and marketing programme, to ensure that we are ready to meet demand when air travel returns to normal and borders are reopened in each of the countries where we operate. Having rolled out new health and safety protocols at currently operating locations, the Group is already seeing positive traveller feedback and consumer confidence with forward pickup.

INDICATIVE TIMETABLE

The timetable below lists certain important dates and times in relation to the Rights Issue. All dates and times referred to below are Singapore dates and times.

Last date of “cum-rights” trading	:	Tuesday, 23 June 2020
Commencement of “ex-rights” trading	:	Wednesday, 24 June 2020 at 9.00 a.m.
Record Date	:	Thursday, 25 June 2020 at 5.00 p.m.
Lodgement of this Offer Information Statement (together with the Product Highlights Sheet, the OIS Notification Letter, the ARE, the ARS and the PAL) with the Authority and electronic dissemination of this Offer Information Statement and the Product Highlights Sheet	:	Thursday, 9 July 2020
Despatch of the OIS Notification Letter (together with the ARE or the PAL, as the case may be)	:	Wednesday, 15 July 2020
Commencement of trading of Nil-Paid Rights	:	Wednesday, 15 July 2020 at 9.00 a.m.
First date and time for acceptance and payment for Convertible Bonds and/or application and payment for Excess Convertible Bonds ⁽¹⁾	:	Wednesday, 15 July 2020 (9.00 a.m. for Electronic Applications at ATMs of Participating Banks)
Last date and time for splitting and trading of Nil-Paid Rights ⁽¹⁾	:	Thursday, 23 July 2020 at 5.00 p.m.
Last date and time for acceptance and payment for Convertible Bonds and/or application and payment for Excess Convertible Bonds ⁽¹⁾	:	Wednesday, 29 July 2020 at 5.00 p.m. for acceptances and/or applications made through CDP or the Share Registrar
		Wednesday, 29 July 2020 at 9.30 p.m. for Electronic Applications at ATMs of Participating Banks
Last date and time for application and payment for Convertible Bonds by renounees ⁽¹⁾	:	Wednesday, 29 July 2020 at 5.00 p.m. for acceptances and/or applications made through CDP or the Share Registrar
		Wednesday, 29 July 2020 at 9.30 p.m. for Electronic Applications at ATMs of Participating Banks
Expected date for allotment and issue of the Convertible Bonds	:	Thursday, 6 August 2020

Expected date for crediting of the : Friday, 7 August 2020
Convertible Bonds

Expected date for refund of : Friday, 7 August 2020
unsuccessful applications (if made
through CDP)

Expected date for commencement of : Tuesday, 11 August 2020
trading of the Convertible Bonds on
SGX-ST

Note:

- (1) This does not apply to CPFIS Members, SRS Investors and investors who hold Shares through finance companies or Depository Agents. CPFIS Members, SRS Investors and investors who hold Shares through finance companies or Depository Agents should read the section titled "Important Notice to (A) CPFIS Members, (B) SRS Investors and (C) Investors who Hold Shares through Finance Companies or Depository Agents" of this Offer Information Statement. Any acceptance and/or application made directly by such investors through CDP, Electronic Applications at ATMs of Participating Banks, the Share Registrar and/or the Company will be rejected. Such investors, where applicable, will receive notification letters from their respective SRS Approved Banks, finance companies or Depository Agents, as the case may be, and should refer to such notification letters for details of the last date and time to submit acceptances of their Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds to such intermediaries.

The above timetable is indicative only and is subject to change. As at the date of this Offer Information Statement, the Company does not expect the above timetable to be modified. However, the Company may, with the agreement of the Sole Manager and the approval of SGX-ST, modify the above timetable subject to any limitation under any applicable laws. In such an event, the Company will publicly announce the same through an SGXNET announcement posted on SGX-ST's website at <http://www.sgx.com>.

RISK FACTORS

Prospective investors should carefully consider each of the following risk factors described below and all other information contained in this Offer Information Statement before deciding whether to invest in the Nil-Paid Rights, the Convertible Bonds and/or the Shares. The Group may be affected by a number of risks that relate to the industries and countries in which it operates as well as those that may generally arise from, among others, economic, business, market and political factors, including the risks described below, which are not intended to be exhaustive. There may be additional risks not presently known to the Group or that the Group may currently deem immaterial, which could affect its operations, possibly materially. If any of the following risks and uncertainties develops into actual events, the business, financial condition or results of operations of the Company and the Group could be materially adversely affected. In such cases, the trading price of the Convertible Bonds and/or the Shares could decline and an investor could lose part or all of his investment in the Convertible Bonds and/or the Shares.

Prospective investors should also note that certain of the statements set out below constitute “forward-looking statements” that involve risks and uncertainties. Please refer to the section titled “Cautionary Note on Forward-Looking Statements” beginning on page 74 of this Offer Information Statement for further details.

The Terms and Conditions of the Convertible Bonds and the Trust Deed will prevail to the extent of any inconsistency with the information set out in the section titled “Risk Factors – Risks Relating to an Investment in the Nil-Paid Rights, the Convertible Bonds and/or the Shares” of this Offer Information Statement.

RISKS RELATING TO THE GROUP'S BUSINESS

The Group's operations may be adversely affected by the outbreak of infectious diseases, including in particular the ongoing COVID-19 pandemic, or other serious public health concerns and natural disasters

The outbreak of infectious diseases, such as SARS, H5N1 avian flu, Influenza A (H1N1), MERS, Ebola, Zika and most recently, COVID-19, and the occurrence of natural disasters, such as floods, earthquakes, sandstorms, snowstorms, wildfires, droughts and haze, whether in countries or regions where the Group operates or elsewhere, which are beyond the Group's control, may have a material adverse effect on the economy, business conditions and the travel and hospitality industries in those countries, regions or globally and, in turn, the Group's operations and prospects.

In particular, COVID-19 was first identified in China in December 2019 and has rapidly spread globally, including to countries where the Group operates, such as Thailand, Indonesia and South Korea. On 11 March 2020, the World Health Organisation declared the COVID-19 outbreak as a pandemic. The number of reported cases of COVID-19 worldwide, as well as the number of reported deaths as a consequence of COVID-19 worldwide, have significantly exceeded those observed during the SARS epidemic that occurred in 2002 to 2003.

The COVID-19 pandemic has caused substantial disruption in international economies and markets, which has intensified in recent months. Government travel advisories, lockdowns, corporate travel restrictions and airline travel cancellations have affected and continue to affect the global economy and the aviation and hotel industries have been hit particularly hard. The worsening environment for the travel and hospitality industries amid the COVID-19 pandemic has affected demand at the Group's hotels and resorts and the Group is experiencing cancellations, as well as a decline in forward bookings and transient business. These cancellations and reduced bookings are part of an industry-wide trend which is likely to continue in the near term in response to government travel advisories, lockdowns, increased corporate travel restrictions and significant

flight cancellations. While the occupancy rate at the Group's hotels and resorts has and may continue to decline due to the COVID-19 pandemic, operating the Group's hospitality assets involves significant fixed costs that have not and may not decrease significantly even with reduced occupancy rates, thereby materially and adversely affecting the Group's liquidity and earnings. As a result of the foregoing, the Group's operating results and financial position have been and may continue to be materially adversely affected. See the section titled "Trading Update" as well as paragraph 10 of Part 5 (Operating and Financial Review and Prospects) of the section titled "Disclosure Requirements under the Sixteenth Schedule of the SFR" of this Offer Information Statement for a further discussion of the impact of the COVID-19 pandemic on the business and financial prospects of the Group.

The COVID-19 pandemic is ongoing and the actual extent of the outbreak and its impact on the global economy remains uncertain. Since early 2020, the COVID-19 pandemic has caused stock markets worldwide to lose significant value and adversely impacted economic activity in Asia and worldwide. A number of governments have revised gross domestic product growth forecasts downward in response to the economic slowdown caused by the spread of COVID-19. It is possible that the COVID-19 pandemic will result in protracted volatility in international markets and/or a prolonged global recession.

The high level of uncertainty associated with the COVID-19 pandemic makes it difficult to predict how long adverse conditions will persist and the extent to which the Group may eventually be affected. However, the Company expects to show an operating loss for the financial year ending 31 December 2020. It is unclear when the Group will be able to resume normal business operations given the uncertainties in respect of the duration of border controls and travel and movement restrictions and the longer-term effects of the COVID-19 pandemic on the Group's business. Even when such restrictions are lifted, there may be a period of significantly reduced economic activity, potential increased unemployment and reduced consumer spending, and there is no assurance that the Group's business and bookings will rebound to pre-pandemic levels within a reasonable time or at all.

Past occurrences of epidemics, depending on their scale, have caused different degrees of damage to national and regional economies. A prolonged outbreak of a health epidemic or contagious disease, such as the ongoing COVID-19 pandemic, creates negative economic impact (including reduced economic activity and increased unemployment) and decreased viability in the global market. This results in a reduction in the ability and willingness of consumers to spend money on leisure and entertainment activities (including vacations), which in turn reduces recreational travel and consumers' patronage of the Group's hotels and resorts, thereby adversely affecting the Group's business, financial condition and results of operations. The COVID-19 pandemic has and may continue to adversely affect the Group's ability to sustain normal operations and provide uninterrupted services to its customers. Further, the imposition of border controls, travel and movement restrictions, social distancing requirements and other measures could limit the Group's ability to conduct viewings for prospective buyers of the Group's residences, which could negatively impact sales of the Group's residences.

Apart from the outbreak of infectious diseases, flooding and any other severe weather and natural disasters may cause substantial structural and physical damage to the Group's properties. These natural disasters could result in substantial expenses related to, among others, repairing the damage caused, and such damage may not be fully covered by insurance, if any.

The occurrence of extreme weather or natural disasters, or an outbreak of other infectious diseases or serious public health concerns, or the measures taken by the governments of affected countries, against such occurrences, such as restrictions on travel and/or the imposition of quarantines, could severely disrupt the Group's business operations and undermine investor confidence, thereby materially and adversely affecting its financial condition or results of operations.

The Group may face difficulty in raising financing, in particular in light of the COVID-19 pandemic, and its cash flow position may be materially and adversely affected as a result

The Group's business and financial position could be negatively impacted by inadequate liquidity. Should any of the Group's existing credit or borrowing facilities be cancelled, reduced or otherwise not be made available to the Group, the Group's liquidity and cash flow position may be materially and adversely affected. The Group may need to undertake further fund raising after the Rights Issue to mitigate liquidity and cash flow issues arising from the COVID-19 pandemic, meet financial covenants in connection with its borrowings or for other reasons. In particular, given the worsening operating environment in the hospitality industry as a result of the COVID-19 pandemic, it has become very difficult for hospitality groups to tap the debt markets. While the Group intends to continue to explore traditional funding channels, the opportunities are limited in light of the volatile global economic climate and general deterioration in the capital markets as a result of the COVID-19 pandemic, and there is no assurance that the Group will be able to raise financing through such funding channels on acceptable terms, or at all.

The Group may not be able to successfully develop new resorts, hotels, spas or residences, or enter into new management agreements for resorts, hotels and spas

The Group is developing, and intends to develop new resorts, hotels, spas and residences in the future. The Group also intends to enter into new management agreements with the owners of resorts, hotels and spas for the management of such assets in the future.

As a result of the COVID-19 pandemic, the Group's financial position and cash flows have been adversely affected and opportunities for fundraising are limited. Correspondingly, the Group's ability to expand its business and operations and pursue new growth opportunities, such as developing resorts, hotels, spas and residences have been, and may continue to be, significantly curtailed.

In addition, these resorts, hotels, spas and residences may be situated in new locations where the Group has limited operating experience, and could present operating, management, marketing, financial and legal challenges different from those that the Group currently encounters in its existing locations.

The Group's ability to expand its business and operations and pursue new growth opportunities successfully will also depend on many factors, such as its ability to:

- identify suitable acquisition and expansion opportunities;
- negotiate purchases of vacant land and/or existing hotel or resort properties as well as the construction or refurbishment of resorts, hotels, resort residences and serviced residences, and the management of resorts, hotels and spas, on satisfactory terms;
- obtain the necessary financing on competitive terms;
- obtain the requisite regulatory and/or governmental approvals; and
- integrate new properties into its existing operations.

There can be no assurance that the Group will succeed in implementing its strategy of expanding into new geographic markets to become more accessible to its key customer segments. If the Group is unsuccessful in doing so, it may be unable to expand its operations, enter into new management agreements and/or increase its revenues and profits.

The Group may fail to promote or guard the value of its brands

The Group intends to continue to develop and increase the value of the Banyan Tree, Angsana, Cassia and Dhawa brands. The Group believes brand awareness, image and loyalty are critical to its ability to achieve and maintain high average occupancy levels and average room rates, and to support the larger number of resorts, hotels, spas and galleries it intends to operate and/or manage. If the Group fails to provide the service levels, the facilities and/or the experience promised by its marketing programmes, then the value of its brands could be diminished, which would have a material adverse effect on its business, financial condition, profitability and results of operations. The Group may also be affected by customer complaints, whether or not justified. There may be negative publicity arising from such complaints and customers may also file claims with, among others, consumer protection authorities, which may impose fines or other penalties on the Group or undertake civil claims against the Group. Any of the foregoing may result in the Group's business, results of operations and financial performance being materially and adversely affected.

The Group's success will also depend on its awareness of and its ability to prevent third parties from using its brands without its consent. There is no assurance that the Group's intellectual property rights will not be infringed and, where such infringements occur, the Group could incur substantial costs in pursuing any claims relating to its intellectual property rights (including its trademarks). Depending on whether the Group is able to discover any such infringement of its intellectual property rights and successfully enforce its legal rights in the jurisdictions where such infringements may occur, the Group's business and branding may suffer as a result of any misuse of its intellectual property rights. In such circumstances, the Group's reputation and business may be adversely affected. Further, if the Group decides to pursue action against such infringements to protect its reputation, it could result in diversion of its resources (both financial and otherwise). Further, issues relating to intellectual property rights can be complicated and/or enforcement of intellectual property rights in certain jurisdictions in which the Group operates may not be robust, and there is no assurance that disputes in relation to intellectual property rights will not arise or that any disputes will be resolved in the Group's favour.

Acts of terrorism, political unrest or war may adversely affect the Group's business

Terrorist attacks, political unrest, armed conflicts or other acts of violence, may adversely affect the Group's operations, revenues and profitability. There has been an increasing number of acts of violence, bombings and similar politically and/or ideologically motivated attacks in recent years. The consequences of any terrorist attacks, armed conflicts, political unrest or other acts of violence are unpredictable and may include the issuance of travel advisories warning people to defer and/or avoid travel to certain locations in which the Group operates, as well as a general reluctance of people to travel. The Group may not be able to foresee events that could have an adverse effect on the travel, hospitality and leisure industry, the locations in which the Group's resorts and hotels are located and its business and results of operations.

For example, in respect of Thailand, since January 2004, there have been numerous terrorist incidents, including attacks on Thailand's security forces and other sporadic acts of violence caused by separatist groups in southern Thailand, approximately 500 kilometres from Laguna Phuket. The Thai government declared martial law in certain southern provinces of Thailand in January 2004 and in November 2005 to curtail the violence. In May 2014, the Thai military launched a coup against the Thai government and declared martial law and curfew nationwide. The military coup led to many countries issuing travel advisories to Thailand. In August 2016, several bomb explosions in various tourist areas in southern Thailand, including Phuket, resulted in casualties. In May 2017, there were two small pipe bombs explosions in Bangkok and three in Southern Thailand, and between June and September 2017, four more bomb explosions, targeted at the police and army, occurred in Southern Thailand. These attacks were blamed on the separatist movement. In respect of the Maldives, political tension and unrest in recent years,

culminating in a state of emergency for approximately one month, with the arrest of two judges of the Supreme Court of the Maldives in February 2018, has had an adverse effect on its tourism industry. If such terrorist incidents, political unrest and/or acts of violence were to continue in Thailand, the Maldives or spread to the surrounding region, its hospitality and leisure industry could experience a downturn and there could be a material adverse effect on the Group's business, financial condition, profitability and results of operations.

The Group derives a major portion of its revenues from LRH's operations in Thailand and is therefore highly dependent on LRH's contribution to the Group's performance and subject to economic, political, legal, regulatory and other risks affecting Thailand

For the years ended 31 December 2017, 2018 and 2019, 51%, 45% and 101%, respectively, of the Group's Operating Profit was attributable to the Group's interest in LRH. For the years ended 31 December 2017, 2018 and 2019, LRH's contribution as a percentage of the Group's revenue was 59%, 68% and 76%, respectively. In April 2018, the Group further increased its shareholding interest in LRH from 65.75% as at 31 December 2017 to 86.28%. The Group is therefore highly dependent on LRH's contribution to the Group's performance.

As a result, any condition which might have a material adverse effect on LRH's business, financial condition, profitability and results of operations, such as any adverse economic, political, legal and/or regulatory conditions affecting Thailand, changes in the attractiveness of Thailand as a tourist destination, acts of terrorism (such as those described in the risk factor titled "Acts of terrorism, political unrest or war may adversely affect the Group's business" above), increased levels of criminal activity, civil unrest or epidemics which affect Thailand, increased competition for the resorts, hotels, spas and galleries in which LRH has an ownership interest or a depression of property values in Phuket, could have a material adverse effect on the Group's business, financial condition, profitability and results of operations.

Further, the operation of hotels in Thailand is subject to various local laws, licensing requirements and regulations. These include, without limitation, health and liquor licensing laws and laws and regulations governing relationships with employees in areas such as minimum wage and maximum working hours, overtime, working conditions, hiring and terminating of employees and work permits.

The withdrawal, suspension or non-renewal of any certificates of registration and/or licences, or the imposition of any penalties as a result of any infringement of or non-compliance with any laws, rules or regulations applicable to the Group's properties, will have an adverse impact on the businesses at its hotels and their results of operations. Further, any changes in such laws, rules and regulations may result in higher costs of compliance, and any failure to comply with new or revised laws, rules and regulations could result in the imposition of fines or other penalties by the relevant authorities. Such compliance costs and penalties could have an adverse impact on the revenue and profits of the hotels or otherwise adversely affect their operations.

In addition, a majority of the Group's employees are based in Thailand. Labour laws in Thailand are highly protective of employees. Under Thai labour laws, the Group is generally prohibited from discharging employees without severance payments and/or compensation in the absence of gross misconduct, neglect, or acts of dishonesty. As such, it has limited measures at its disposal to reduce headcount in order to increase efficiencies, reduce costs or achieve similar objectives. Any changes to employment terms and conditions that diminish employees' rights and benefits would require consent from employees. The Group has been restricted in the past and expects in the future to be limited to using voluntary plans and similar measures under which selected employees may elect to leave in return for lump sum compensation packages and other benefits.

There is also the risk of compulsory acquisition by the Thai government of the Group's properties in Thailand, as described in the risk factor titled "The Group's properties or part thereof may be acquired compulsorily".

The occurrence of any of the foregoing, or any failure by the Group to comply with any such regulatory and licensing requirements or the withdrawal, suspension or non-renewal of any licences or permits may have a material adverse impact on the Group's business, financial condition, profitability and results of operations.

The Group is exposed to interest rate risks

The Group's exposure to the risk of changes in interest rates relates mainly to its bank borrowings. The Group actively reviews its debt portfolio to achieve the most favourable interest rates available. The Group manages its interest rate exposure by maintaining a prudent mix of fixed and floating rate borrowings. Hedging instruments such as interest rate swaps may also be used where appropriate to minimise the Group's exposure to interest rate volatility. However, these hedging instruments may not adequately cover the Group's exposure to interest rate fluctuations and may not have the desired beneficial impact on the operations or financial condition of the Group.

Interest rate hedging involves risks and transaction costs, which could reduce overall returns. Interest rate hedging could also fail to protect the Group or adversely affect the Group because among others:

- the party owing money in the hedging transaction may default on its obligation to pay;
- the credit quality of the party owing money on the hedge may be downgraded to such an extent that it impairs the Company's ability to sell or assign its side of the hedging transaction; and/or
- the value of the derivatives used for hedging may be adjusted from time to time in accordance with accounting rules to reflect changes in fair value. Such changes, although unrealised, would reduce the net asset value of the Group if they are due to downward adjustments.

Any of the above could potentially have a material adverse effect on the Group's business, financial condition, results of operations and/or prospects.

A fire, accident or other calamity at one of the Group's resorts, hotels and/or serviced residences could adversely affect the Group's business and operations

The Group currently operates resorts, hotels and serviced residences. A fire, accident or other calamity resulting in significant damage to any of these resorts, hotels and serviced residences, or otherwise having severe consequences, could have a material adverse effect on the Group's business, financial condition, profitability or results of operations. The Group cannot determine when such an event will occur or the effect that it will have on the hospitality and leisure industry in areas in which the Group's hotels, resorts or serviced residences are located. For example, on 26 December 2004, a powerful earthquake struck the floor of the Indian Ocean off the northwest coast of Sumatra, Indonesia, triggering a massive tsunami which devastated towns, seaside communities and holiday resorts, killing tens of thousands of people in several countries. Also, from July 2011 to January 2012, Thailand encountered the worst flooding in five decades. Not only did the tsunami and the flooding cause physical damage in the areas affected, they also had a severe effect on the hospitality and leisure industry in the region as tourists were deterred from travelling to the devastated and nearby areas. The tsunami and the flood affected the operation and financial results of the Group's resorts in Phuket (and to a lesser extent, the Maldives) and Bangkok, respectively.

The Group's insurance policies do not cover all operating risks

The Group's properties could suffer physical damage caused by fire, natural disasters or other causes for which the Group may suffer public liability claims, any or all of which may result in losses that may not be fully compensated by insurance proceeds. In addition, certain types of risks may be uninsurable or the cost of insurance may be prohibitive when compared to the risk. There are also inherent risks of accidents, injuries or prohibited activities (such as illegal drug use, gambling, violence or prostitution by guests) that may take place in hotels and resorts. If accidents, injuries or prohibited activities occur at any of the Group's hotels or resorts, the Group may be held liable for costs or damages and fines, and any such occurrence may also adversely affect the Group's safety reputation among guests, harm its brand, decrease its overall occupancy rates and increase its costs by requiring the Group to implement additional safety measures.

While the Group maintains comprehensive insurance policies covering losses, including those arising from business interruption, fire, accidents, calamities and (save for properties managed by the Group) acts of terrorism, should an uninsured loss or a loss in excess of insured limits occur, the Group could be required to pay compensation and/or lose capital invested in the affected property as well as anticipated future revenue from that property. The Group would also remain liable for any debt or other financial obligation related to that property. In addition, the Group's insurance policies are subject to deductibles, limits on maximum benefits, including limits on the coverage period for business interruption, and exclusions, including for pandemics. In particular, the Group's insurance policies are not expected to materially mitigate the impact of the COVID-19 pandemic on the Group.

No assurance can be given that material losses in excess of insurance proceeds will not occur in the future or that adequate insurance coverage will be available in the future on commercially reasonable terms or at commercially reasonable rates. Further, it may be difficult and may take time to recover such losses from insurers. In addition, the Group may not be able to recover the full amount from the insurer. There can be no assurance that the Group's policies would be sufficient to cover all potential losses, regardless of the cause, or whether it can recover for such losses.

The Group's expansion plans will place additional demands on its management and key in-house operating divisions

Rapid growth in the Group's resorts, hotels, spa operations and property sales will continue to place additional demands on its management team, its global sales team, its in-house design and project management divisions and its financial reporting and information systems. There can be no assurance that the Group's expansion plans can be implemented successfully and that the Group will be able to recruit and retain sufficient numbers of high quality management and staff to support the additional resorts, hotels, spa operations and property sales.

The Group is subject to risks associated with constructing new properties or converting existing properties into Banyan Tree, Angsana, Laguna and Dhawa resorts and hotels and Cassia serviced apartments

New project developments and conversions of existing properties into Banyan Tree, Angsana, Laguna and Dhawa resorts and hotels and Cassia serviced apartments are subject to a number of risks, many of which are outside the Group's control, including:

- market or site deterioration after acquisition;
- the possibility of discovering previously undetected defects or problems at a site or property to be converted; and

- the possibility of construction or conversion delays or cost overruns due to a pandemic, delayed regulatory approvals, inclement weather, labour or material shortages, work stoppages and the unavailability of construction and/or long-term financing.

A minimum of two years normally elapses between the time the design of a new resort, hotel or serviced apartment commences and the project's completion, while conversion of an existing resort, hotel or serviced apartment normally takes between six to nine months to complete. Between the time from the design of a new resort, hotel or serviced apartment commences to its completion, operating conditions, travel preferences, political or social conditions of the location or other conditions critical to the success of the resort, hotel or serviced apartment may change, such that the Group is unable to open the resort, hotel or serviced apartment, repay its debt financing and/or achieve its projected returns. See the risk factor titled "The Group may not be able to successfully develop new resorts, hotels, spas or residences, or enter into new management agreements for resorts, hotels and spas".

The Group is subject to risks associated with the execution of new strategies

The Group may, from time to time, review its business strategies. In the event of a change in the Group's business strategies, there can be no assurance that the Group will be able to implement its new business strategies successfully. Such successful implementation may depend on numerous factors, some of which are beyond the Group's control, including, without limitation, economic, political, legal, regulatory and competitive uncertainties. Such new business strategies may also cause the Group to incur substantial costs, affect the value of the Group's brands, cause delays in the Group's development, and divert the Group's resources and management's attention from capitalising on other opportunities, which could have a material and adverse effect on the Group's business, financial condition, profitability and results of operations.

The Group's budgeted costs of its current and future projects may be exceeded and such projects may not be completed within contemplated time schedules. Where regulatory approvals and permits fail to be obtained in time, or at all, the construction of such projects may be prevented or delayed and completion costs may be increased. In addition, it is possible that the identified target markets to which such projects are intended to be marketed may not grow rapidly or as rapidly as anticipated. Even if such markets were to grow rapidly, there is no assurance that the Group would be able to achieve its desired growth results for that market segment and to compete successfully against significant competitors whose positions may be more established.

The Group has entered into non-wholly-owned investments and faces risks from these non-wholly-owned investments

The Group has interests in joint ventures, such as the joint venture between the Company and Vanke, in connection with its business strategies. There may be disagreements between the Group and its joint venture partners regarding the business and operations of the joint ventures which the Group might not be able to resolve amicably. The Group's joint venture partners may (i) have economic or business interests that are inconsistent with those of the Group; (ii) take actions contrary to the Group's instructions, requests, policies or objectives; (iii) be unable or unwilling to fulfil their obligations; (iv) have financial difficulties; or (v) have disputes with the Group as to the scope of their responsibilities and obligations. Any of these and other factors may materially and adversely affect the performance of the Group's joint ventures, which may in turn materially and adversely affect its financial condition and results of operations.

While the Group monitors its joint ventures and takes steps to maintain amicable and professional relations with its joint venture partners, there is no assurance that these measures will be adequate or successful. Any risks or problems with the Group's partners could materially and adversely affect its business, financial condition, results of operations, cash flows and prospects. The resolution of disagreements or disputes between the Group and its joint venture partners may take time, and there can be no assurance that such disagreements or disputes will be resolved in the Group's favour. Any disagreement with the Group's joint venture partners or an inability to arrive at a consensus may also harm the Group's reputation and impede its ability to grow its business in the relevant country or area of service, which may adversely affect its business, financial condition, results of operations, cash flows and prospects.

The Group expects to face competition for management agreements, which may contain restrictive provisions, including restrictions on competition

Part of the Group's growth strategy focuses on expansion through the entry into additional management agreements. In pursuing this strategy, the Group will compete with international, regional and local management companies and brand franchisers, some of which may have greater name recognition and financial resources than the Group does. Competition for management agreements is intense among management companies and brand franchisers in the hospitality and leisure industry. As a result, in order for the Group to expand its business activities through the entry into additional management agreements, the Group may be required to offer more attractive terms to hotel owners than under its existing agreements. The Group also anticipates that, in certain cases, it may be required to make equity investments in hotel properties in order to secure management agreements. Even in the event that the Group is able to secure management agreements, the Group's management agreements may not be renewed when they expire.

In addition, certain of the Group's resort, hotel and spa management agreements contain provisions restricting its ability to manage other resorts, hotels and spas within specific surrounding geographic areas. Such restrictions could have a material adverse effect on the Group's business, financial condition, profitability and results of operations.

Potential conflicts of interests could adversely affect the Group

The Group has entered into various transactions with companies directly or indirectly controlled by or associated with its Executive Chairman and Controlling Shareholder, Mr. Ho KwonPing. Such companies include companies within the group of companies under Tropical Resorts Limited and Thai Wah Public Company Limited. In addition, some of the Directors are directors, officers and/or shareholders of certain companies outside of the Group that may potentially transact or compete with the Group and conflicts of interests could arise as a result.

In the future, the Group expects that it may continue to enter into transactions with Interested Persons. The Group has obtained undertakings from certain Interested Persons to mitigate potential conflicts of interests. However, if these Interested Persons act in breach of their undertakings to the detriment of the Group, the Group's business and prospects could be adversely affected as a result.

Fluctuations in exchange rates may adversely affect the Group's reported financial results

Because of the geographic diversity of the Group's business, it receives revenue and incurs expenses in a variety of currencies. The Group's room rates are typically quoted in US dollars but payments are made in local currency at the then applicable exchange rate. Most of the Group's contracts with its wholesale distributors are denominated in US dollars. A substantial portion of the Group's revenue, including payments from resort, hotel and spa customers, is denominated in US dollars but payable in local currency. The majority of the Group's expenses are denominated in

local currency. As a result, the Group is exposed to depreciation of the US dollar against local currencies. In addition, its financial statements are presented in Singapore dollars. Changes in the value of local currencies, especially Thai baht, US dollar and RMB against the Singapore dollar can cause fluctuations in the Group's results of operations and could have a material adverse effect on its reported financial results.

The Group's financial statements are impacted by foreign exchange fluctuations through both:

- translation risk, which is the risk that its financial statements for a particular period or as of a certain date depend on the prevailing exchange rates of the currencies discussed above against the Singapore dollar; and
- transaction risk, which is the risk that the currencies of its costs and liabilities fluctuate in relation to the currencies of its revenue and assets. With respect to translation risk, even though the fluctuations of currencies against the Singapore dollar can be substantial and therefore significantly impact comparisons with prior periods, the translation impact is a reporting consideration and does not affect the underlying profit or loss of operations, as transaction risk does.

The Group faces risks associated with debt financing

In the future, the Group may be required to raise additional funding to meet capital or operational expenditure requirements, to increase its shareholding in subsidiaries and/or associated companies. If such funding requirements are met by way of additional debt financing, the Group is subject to risks associated with debt financing, including the risk that its cash flow will be insufficient to meet required payments of principal and interest under such financing and to make distributions. If the Group is unable to meet interest or principal payments, any properties which it has mortgaged could be foreclosed by the lender or the lender could require a forced sale of the mortgaged properties with a consequent loss of income and asset value to the Group.

In addition, the Group is or may be subject to certain covenants in connection with current or future borrowings that may:

- increase its vulnerability to general adverse economic and industry conditions;
- restrict its ability to divest its assets, acquire properties or undertake other capital expenditures or may require it to set aside funds for maintenance or repayment of security deposits;
- limit its ability to pursue its growth plans;
- limit its ability to declare and distribute dividends;
- require it to dedicate a substantial portion of its cash flow from operations to payments on its debt, thereby reducing the availability of its cash flow to fund capital expenditure, working capital requirements and other general corporate purposes; and/or
- limit its flexibility in planning for, or reacting to, changes in its business and its industry.

For example, as at 31 December 2019, LRH and its subsidiaries have entered into various loan agreements with various lenders which would limit or restrict the ability of LRH or, as the case may be, its subsidiaries from declaring, distributing or paying to its respective shareholders any dividends (whether by way of annual or interim dividends) in the event that LRH (or, as the case may be, its subsidiaries) fails to perform its payment obligations within the relevant due dates in accordance with the terms and conditions set out in the relevant loan agreement. In addition, LRH

and/or its subsidiaries may enter into loan agreements or bank facility agreements after the date of this Offer Information Statement, pursuant to which the relevant lender may impose a similar dividend restriction on LRH or, as the case may be, its subsidiaries. As at the Latest Practicable Date, the Company has an 86.28% shareholding interest in LRH and a majority of the Group's revenues are attributable to the Group's interest in LRH. See the risk factor titled "The Group derives a major portion of its revenues from LRH's operations in Thailand and is therefore highly dependent on LRH's contribution to the Group's performance and subject to economic, political, legal, regulatory and other risks affecting Thailand". Any restriction on dividend payments by LRH could have a material adverse effect on the cash flow position of the Company.

In addition, the Terms and Conditions contain financial covenants that, among others, require the Group to maintain a minimum consolidated tangible net worth.

Any breach by the Group of restrictions, such as covenants, given in relation to such financing may give rise to rights exercisable by the lenders. Such rights include, inter alia, terminating the relevant financing, enforcing any security granted in relation to such financing or accelerating the repayment of the outstanding loan amounts. Thus, any such breaches may have a material and adverse impact on the Group's business, financial condition, profitability and results of operations.

Furthermore, if prevailing interest rates or other factors at the time of refinancing (such as the possible reluctance of lenders to make available commercial real estate debt financing) result in higher interest rates upon refinancing, the interest expense relating to such refinanced indebtedness would increase, which would adversely affect the Group's cash flow and the amount of distributions the Group could make to its shareholders.

Further, the Group may be unable to obtain future financing on favourable terms, or at all, to fund its operations, expected capital expenditure and working capital requirements. The Group incurs indebtedness in connection with the construction or refurbishment of resorts and hotels as well as in connection with converting existing properties into resorts and hotels. Outside Thailand, for example, in the Maldives, its subsidiaries historically have borrowed mostly in US dollars as their construction costs tend to be denominated in US dollars and a substantial portion of its subsidiaries' revenues are denominated in US dollars. The Group may have difficulty finding lenders who will provide sufficient US dollar denominated financing for its planned new resorts and hotels as these properties may be located in countries with respect to which local lenders may be unable to make US dollar denominated loans and foreign lenders may be unwilling or unable to loan significant amounts necessary to construct a new resort or hotel. In addition, lenders may be unwilling to accept security interests in the property being developed as collateral for the loan due to the illiquidity of the relevant property. If the Group is unable to raise such financing on favourable terms, or at all, it may not be able to fund its operations sufficiently or carry out its planned expansion, all of which could have a material adverse effect on its business, financial condition, profitability, results of operations and ability to implement its growth strategy.

The Group is reliant on key members of its senior management team

The Group's success depends largely on the skills, experience and performance of key members of its senior management team, especially its Executive Chairman, Mr. Ho KwonPing. However, there is no assurance that it will continue to have the service of the key members of its senior management team. If the Group were to lose one or more of these key employees, its ability to set and implement successfully its strategy could be materially adversely affected. The Group generally does not maintain significant key person life insurance in respect of its employees. Its future success also depends on the continued service of its key operating, marketing, design and administrative personnel.

The Group must attract, train and retain qualified employees to execute its business strategy

The Group's future success depends largely on its ability to hire, train and retain appropriately qualified employees with appropriate language skills and cultural sensitivity to pursue its resort, hotel and spa management, customer service and sales and marketing activities. Skilled personnel in these areas, especially for certain remote locations where the Group has operations, such as Seychelles, have on occasion been in short supply, and any shortages in the future may increase competition for such personnel and hence the staff turnover and/or employment costs incurred by the Group. Any inability to hire, train and retain a sufficient number of qualified employees could materially adversely affect the Group's business.

In addition, labour disruptions at the Group's resorts and hotels could also negatively affect its ability to operate. For example, in February 2009, hotels in Laguna Phuket were confronted with the illegal assembly of around 150 staff, their blockage of public roads and infringement of private property. This was a result of several Laguna Phuket hotel unions not accepting the year-end bonuses awarded to the employees. As a result of the disruptions, the Group's operations were affected, although this incident did not have a significant impact on the Group's financial results.

The Group's properties or part thereof may be acquired compulsorily

Immovable properties in Thailand and other countries where the Group operates may be subject to expropriation. For example, the Thai government may expropriate immovable properties for the purpose of public utilities, national defence, acquisition of natural resources, city planning, development of agriculture or industry, land reform or other public benefits. However, the Thai government has to pay compensation in these circumstances. Under the Expropriation and Acquisition of Immovable Property Act B.E. 2562 (2019), the compensation will be determined by taking into account certain factors including market price, condition, location, reason and purpose of the expropriation.

In addition, certain state enterprises or government entities, for example the State Railway Authority of Thailand and the Department of Highways, have the right to expropriate immovable properties for their own use. If any of the Group's properties in Thailand or other countries is acquired compulsorily, the Group may not receive the property's fair market value as compensation. In addition, the Group may not be able to replace the revenue streams it loses as a result of its loss of ownership in the property, which may have a material adverse effect on its business, operating results, profitability and financial condition.

RISKS RELATING TO THE INDUSTRY IN WHICH THE GROUP OPERATES

The Group's results of operations are dependent on the conditions of the hospitality and leisure industry and the state of the property market in the countries in which it operates, especially Thailand

The number of guests at the Group's resorts and hotels is affected, to a large extent, by the conditions of the hospitality and leisure industry in the countries in which it operates. Any condition that adversely affects the hospitality and leisure industry in Asia Pacific, or Thailand specifically, such as acts of terrorism, the outbreak of a pandemic, adverse weather conditions and natural disasters, new visa requirements or seasonal factors, may cause a drop in average occupancy levels and/or average room rates at its resorts, hotels and spas. See also the risk factor titled "The Group derives a major portion of its revenues from LRH's operations in Thailand and is therefore highly dependent on LRH's contribution to the Group's performance and subject to economic, political, legal, regulatory and other risks affecting Thailand".

The Group's property sales are affected by demand and supply factors in relation to the property market in Asia Pacific and, in particular, Thailand. A prolonged depression of the property market in these areas could have a material adverse effect on the Group's property sales revenues. Such conditions would have a material adverse effect on the Group's business, financial condition, profitability and results of operations.

The Group faces significant competition

The hospitality and leisure industry is highly competitive. The Group's resorts and hotels compete with international, regional and local resort and hotel companies, some of which have greater name recognition and financial resources than the Group does. The Group's resorts and hotels are often located in areas where competition is intense. Competitive factors at each resort or hotel destination include room rates, quality of accommodation, name recognition, service levels and convenience of location, and to a lesser extent, the quality and scope of other amenities. Recently, increased competition from other alternative accommodation options, such as Airbnb, which may offer more attractive rates for guests, have also started to become more prevalent. Competition also exists between destinations and is affected by factors such as political stability, social conditions, market perception, local culture, the ability of the location to successfully promote itself as a tourist destination, accessibility, infrastructure and other macro-level factors. There can be no assurance that new or existing competitors will not offer significantly lower rates than the Group's rates or offer greater convenience, services or amenities or significantly expand or improve facilities in the locations in which it operates, thereby adversely affecting its results of operations. There also can be no assurance that demographic, geographic or other changes in markets will not adversely affect the accessibility or attractiveness of the Group's resort and hotel properties.

Some of the Group's hotel rooms are booked through third party online and other hotel reservation intermediaries and consolidators to whom the Group pays commissions for such services. They may be able to negotiate higher commissions, reduced room rates, or other significant concessions from the Group. The Group believes that such intermediaries and consolidators attempt to develop and increase customer loyalty toward their reservation systems rather than the Group's. As a result, the growth and increasing importance of these travel intermediaries and consolidators may adversely affect the Group's ability to control the supply and price of its room inventory, which would in turn adversely affect its margins and profitability.

The Group's spas also face significant competition. The Group faces many competitors in most locations in which it operates. The Group's competitors may offer similar treatments which may erode the Group's competitive advantage and/or force it to lower the prices at which it offers its treatments. The Group is under constant pressure to innovate with respect to its resorts, hotels and spas to maintain its market position. There can be no assurance that such competition will not adversely affect the Group's business and results of operations.

The Group's business is subject to government rules, requirements and policies, which may adversely affect its operations

The Group is subject to various national and local government regulations, including those relating to the environment, the operation of resorts and hotels, preparation and sale of food and beverages, general building and zoning requirements, occupational health and safety requirements and foreign exchange regulations (in countries such as Seychelles and China). The Group's spa treatment products are also subject to local health regulations in the locations in which it operates. The Group is also subject to laws governing its relationship with its employees, including minimum wage, overtime, working conditions and work permit requirements. Also, the success of the Group's strategy to develop new properties and/or expand its existing properties may be dependent upon its obtaining necessary building permits or zoning variances from local authorities. Compliance with these laws and regulations can increase costs and reduce revenues

and profits of the Group's resorts, hotels and spas or otherwise adversely affect its operations. The Group's Residences and Extended Stay business segment is also subject to regulations limiting the ability of non-local investors to acquire an ownership interest in the Group's developed properties. These regulations may reduce the market for the Group's developed properties and thereby affect its ability to sell more properties as well as the prices it is able to charge. In addition, the imposition of travel advisories, lockdowns, border control measures, social distancing requirements and other measures by governmental authorities could significantly disrupt the Group's operations and adversely impact the travel and hospitality industries as a whole.

The Group may be exposed to unknown or unforeseen environmental liabilities

The Group is subject to various national and local environmental laws, ordinances and regulations relating to the environment, which may impose or create significant potential environmental liabilities. Although the Group is not currently aware of any material environmental claims pending or threatened against it or any of its properties, no assurance can be given that a material environmental claim will not be asserted against it, and ultimately result in liability for the Group. The cost of defending against, and ultimately paying or settling, claims of liability or of remediating a contaminated property could have a material adverse effect on the Group's results of operations.

Further, authorities have recently been taking steps to conserve tourist destinations and attractions, such as Maya Bay in Thailand and Boracay in the Philippines, to allow recovery from overpopulation and intense tourist activity. Measures include limiting the number of tourists or closing entire areas (such as beaches) for a period of time. Such measures may cause a drop in average occupancy levels and/or average room rates at its resorts, hotels and spas, thereby having a material adverse effect on the Group's business, financial condition, profitability and results of operations.

The Group relies on independent contractors for its residential, hospitality and development projects

The Group engages independent third party contractors to provide various services in connection with its property development projects.

The Group invites contractors to tender bids according to their reputation for quality and track record. The services rendered by independent third party contractors may not be satisfactory or match the level of quality that the Group requires. Further, actions or omissions on the part of such independent third party contractors may result in liability for the Group. For example, if the independent third party contractor which the Group engages for the construction of its property development projects fails to put in place adequate measures to prevent accidents, injuries or prohibited activities or to comply with relevant health and safety requirements, the Group may be subject to liability, regulatory penalties and negative publicity, which may have a material and adverse effect on the Group's business, financial condition, profitability, reputation and results of operations.

Moreover, contractors may experience financial or other difficulties that may adversely affect their ability to carry out the work for which they were contracted, thus delaying the completion of the Group's property development projects or resulting in additional costs for it. Any of these factors could adversely affect the Group's results of business, financial condition, profitability, reputation, results of operations and prospects.

The hospitality and leisure business is seasonal. The Group's costs and expenses may remain constant even if its revenues decline, which would adversely affect its net profit and results of operations for that period

Certain periods in each financial year generally account for a lower portion of the Group's annual revenues than other periods due to seasonal fluctuations in the tourism industry and the number of overseas visitors to Thailand and/or other countries in which the Group operates. However, the Group's expenses do not vary significantly with changes in occupancy rates and revenues because a significant portion of operating costs in its hospitality business is fixed. Accordingly, a decrease in revenues could result in a disproportionate decrease in the Group's earnings because its operating costs and expenses are unlikely to decrease proportionately. The Group's costs and expenses may remain constant even if its revenues decline, which would adversely affect its results of operations for that period.

Failure to maintain the integrity of internal or customer data could result in harm to the Group's reputation or subject the Group to costs, liabilities, fines or lawsuits

The Group's hospitality business involves collecting and retaining large volumes of internal and customer data, including credit card numbers and other personal information, as its various information technology systems enter, process, summarise and report such data. The Group also maintains information about various aspects of its business operations as well as its employees. The integrity and protection of the Group's customer, employee and company data are critical to its business and the Group is required to comply with data protection laws in the countries in which it operates. A theft, loss or fraudulent or unlawful use of customer, employee or company data, or any other breach of applicable data protection laws, could harm the Group's reputation or result in remedial and other costs, liabilities, fines or lawsuits.

The Group's performance may be affected by 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. In connection with its property development projects generally, the Group enters into fixed price construction contracts with independent construction companies, each of which affects the development of a significant part of its overall development project. These contracts typically cover both the supply of the building materials and the construction of the facility during the construction period. Therefore, should the price of building materials increase significantly prior to the Group entering into a fixed 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. This could have a material adverse effect on the Group's business, financial condition, profitability and results of operations.

RISKS RELATING TO GENERAL ECONOMIC AND POLITICAL CONDITIONS

Adverse economic conditions would negatively affect the Group's business

The Group's business is closely linked to economic growth and developments as well as global market conditions. The Group's business is cyclical in nature and profitability will rise and fall with the general economic cycles and also be influenced by market conditions. Economic downturns are likely to have a negative impact on leisure travel and sales of properties. Further, the Group's business could be affected by market and economic challenges which may arise from a continued or exacerbated general economic slowdown experienced by the global markets or the industry and economies which the Group operates in or is dependent upon. An economic slowdown or downturn could have a material adverse effect on the Group's business, financial condition, results of operations and prospects. In particular, the ongoing COVID-19 pandemic has significantly and adversely impacted economic activity worldwide and the Group's operating results and financial position have been and may continue to be materially adversely affected as

a result. See the risk factor titled “The Group’s operations may be adversely affected by the outbreak of infectious diseases, including in particular the ongoing COVID-19 pandemic, or other serious public health concerns and natural disasters” for further details.

The Group’s business is also subject to prevailing economic conditions in markets or countries in which its guests reside. In particular, a majority of its guests visit from, and purchasers of its residences reside in, countries including Europe and the Asia Pacific, especially Russia, the United Kingdom, Japan, South Korea, China and Singapore. The Group believes that it is and will continue to be, substantially dependent on the ability and willingness of these consumers to spend money on leisure and entertainment activities, including vacations, in the locations where it operates. A deterioration in economic conditions in these countries may reduce the level of disposable income that consumers spend on leisure and entertainment activities, which may reduce their patronage of the Group’s hotels and resorts, and in turn could have a material adverse effect on its business, financial condition, profitability and results of operations.

Disruptions in the global financial markets may lead to extensive governmental intervention in those markets. In addition, it is not certain when any such governmental intervention will end or what, if any, additional temporary or permanent restrictions and/or increased regulation governments may impose on the financial markets. Any such government intervention, restrictions or regulation could have a material adverse effect on the Group’s business, financial condition, results of operations and prospects.

Further, an economic slowdown or downturn in the countries where the Group operates or elsewhere could adversely affect fair value estimates for the Group’s assets, including the Group’s freehold and investment properties and equity investments. In addition, the Group is exposed to collection risks in respect of receivables arising from contracts with customers. Adverse economic conditions could negatively impact the financial condition of the Group’s customers and, consequently, their ability to make timely payments. Any non-payment or delay in payment by the Group’s customers could lead to impairment losses for the Group and adversely affect the Group’s financial condition and results of operations.

For example, the Group engages professional valuers to support the determination of the fair value of its freehold properties and investment properties on a regular basis. Property valuations generally include a subjective evaluation of certain factors and are based on various key assumptions and estimations, such as market comparables, future cash flows and discount rates applicable to these assets. These estimates are based on local market conditions existing at each valuation date. There can be no assurance that there will be no downward revaluation of the Group’s properties in the future, due to changing market conditions or otherwise. The Group carries its freehold and investment properties at fair value. Accordingly, any material revaluation deficits may have an adverse effect on the Group’s financial results as revaluation losses will be charged to the statement of comprehensive income and profit and loss.

The Group is subject to risks relating to the economic, political, regulatory, legal or social environments of the locations in which it operates

The Group is subject to risks associated with operating in countries that have at various times in the past been characterised by volatile economic, political and social conditions. The Group’s business, earnings, asset values and prospects may be materially and adversely affected by developments with respect to inflation, interest rates, currency fluctuations, government policies, policies implemented by supranational regulatory bodies, price and wage controls, exchange control regulations, real estate laws and regulations, taxation, expropriation, social instability and other political, legal, economic or diplomatic developments in or affecting the countries in which the Group operates or in which the Group may expand into the future. The Group has no control over such conditions or developments and can provide no assurance that such conditions or developments will not have a material adverse effect on its operations.

The Group manages and/or has ownership interests in resorts and hotels located in 14 countries, including countries such as Cuba, the Maldives, Morocco and Seychelles, which are outside of the Asia Pacific region where the Group's operations have traditionally been concentrated. The Group is subject to a broad range of risks, and it expects these risks to increase as it expands its operations into new countries, in particular, countries which may have a heightened political and/or regulatory climate. These risks include, among others, the following:

- governmental laws and regulations in such jurisdictions, including any unexpected changes thereto;
- risks arising from the political and/or regulatory climate in such jurisdictions;
- difficulties and costs of staffing and managing international operations;
- the ability of its management to deal with multiple, diverse or particularly onerous regulatory regimes;
- potentially adverse tax consequences;
- uncertain protection for intellectual property rights;
- the risk of nationalisation and expropriation of its assets;
- currency fluctuation and regulation risks;
- social unrest or political instability; and
- adverse economic, political and other conditions in such jurisdictions.

Any of these factors, many of which are outside the Group's control, could have a material adverse effect on its business, financial condition, profitability and results of operations.

From time to time, the Group may be involved in legal, regulatory and other proceedings and may incur substantial costs arising therefrom

From time to time, the Group may be involved in disputes with various parties. These disputes may lead to legal or other proceedings and may result in substantial costs, affect the value of the Group's brands, cause delays in the Group's development, and divert the Group's resources and management's attention, regardless of the outcome. For example, in 2010, the Group initiated arbitration proceedings against Meydan alleging breaches of a hotel management agreement and wrongful termination of the hotel management agreement. This matter is still ongoing. Please refer to paragraph 8(f) of Part 4 of the section titled "Disclosure Requirements under the Sixteenth Schedule of the SFR" for further details.

If the Group were to incur substantial losses and liabilities arising from such disputes, such occurrence could have a material and adverse effect on the Group's business, financial condition, profitability and results of operations.

The Group may also have disagreements with regulatory bodies in the course of its operations on legal interpretation of laws and regulations which may subject the Group to administrative proceedings and unfavourable orders, directives or decrees that may have a material adverse effect on the Group's business, reputation, financial condition, results of operations and prospects.

The Group has operations in various jurisdictions in which the legal and regulatory regimes may be uncertain and in which it has no or little experience

The Group has operations in various developing countries, including Thailand, Indonesia and China, where the legal and regulatory regimes may be uncertain and subject to unforeseen changes as discussed below. At times, the interpretation or application of laws and regulations is unclear. Thailand's legal system is a civil law system based on written statutes. Supreme Court judgments may be used as a guideline for the interpretation of law. The application of certain Thai laws depends upon subjective criteria such as the good faith of the parties to the transaction and principles of public policy.

Indonesia's legal system is a civil law system based on written statutes in which judicial decisions do not constitute binding precedent and are not systematically published. The application of many Indonesian laws and regulations depends, in large part, upon subjective criteria such as the good faith of the parties to the transaction and principles of public policy. Indonesian judges operate in an inquisitorial legal system and Indonesian court decisions may omit express articulation of the legal and factual analysis of the issues presented in a case. Indonesian authorities have very broad fact-finding powers and a high level of discretion in relation to the manner in which those powers are exercised. As a result, the administration and enforcement of laws and regulations by Indonesian courts and governmental agencies may be subject to uncertainty and considerable discretion.

Since 1979, the government in China has begun to promulgate a comprehensive system of laws and has introduced many new laws and regulations to provide general guidance on economic and business practices in China and to regulate foreign investment. As these laws, regulations and legal requirements are relatively recent, their interpretation and enforcement may involve significant uncertainty. The interpretation of laws in China may be subject to policy changes which reflect domestic political changes. As China's legal system develops, the promulgation of new laws, changes to existing laws and the pre-emption of local regulations by national laws may have an adverse effect on the Group's prospects, financial condition and results of operations in China.

The Group expects to grow its business by setting up new operations in other developing countries, which may exacerbate the legal and regulatory risks to which it is already subject.

RISKS RELATING TO AN INVESTMENT IN THE NIL-PAID RIGHTS, THE CONVERTIBLE BONDS AND/OR THE SHARES

The Convertible Bonds are not secured

The Convertible Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 4 of the Terms and Conditions) unsecured obligations of the Company. The Convertible Bonds shall at all times rank *pari passu* and rateably without any preference or priority among themselves, and shall (subject to Condition 4 of the Terms and Conditions) rank *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Company from time to time outstanding. On a winding-up or dissolution of the Company, the Bondholders will not have recourse to any specific assets of the Company and its subsidiaries and/or associated companies (if any) as security for outstanding payment or other obligations under the Convertible Bonds owed to the Bondholders and there can be no assurance that there would be sufficient value in the assets of the Company, after meeting all claims ranking ahead of the Convertible Bonds, to discharge all outstanding payment and other obligations under the Convertible Bonds owed to the Bondholders.

Shareholders will suffer dilution of their ownership interest if they do not or are unable to accept their Nil-Paid Rights, or do not exercise their Conversion Right if other Bondholders do, and may also suffer economic dilution and may not receive interest if they do not or are unable to subscribe for the Convertible Bonds

If any Shareholder does not, or is unable to, accept his Nil-Paid Rights, his proportionate voting and ownership interest will be reduced upon the issue of the Conversion Shares. The percentage that such Shareholder's Shares represent of the Company's enlarged share capital after the issue of the Conversion Shares will also be diluted. The magnitude of the reduction of a Shareholder's percentage ownership will depend upon the number of Convertible Bonds ultimately converted into Conversion Shares. Furthermore, if any Shareholder does not accept his Nil-Paid Rights, he will not be entitled to receive interest on the Convertible Bonds and will not be granted any right to receive Conversion Shares. Even if a Shareholder sells his Nil-Paid Rights or his Nil-Paid Rights are sold on his behalf, any consideration he receives may not be sufficient to compensate him fully for the dilution of his interest in the Company as a result of the Rights Issue.

In particular, Foreign Shareholders will not be eligible to participate in the Rights Issue. The Company may, at its absolute discretion and if it is practicable to do so, arrange for the Nil-Paid Rights which would otherwise have been allotted to such Foreign Shareholders to be sold on SGX-ST as soon as practicable after dealings in the Nil-Paid Rights commence. However, there is no guarantee that such sale will be successful and even if successful, the proceeds of any such sale may not be sufficient to compensate a Foreign Shareholder fully for the dilution of his interest in the Company as a result of the Rights Issue.

Additionally, the Company may seek to raise additional funding after the Rights Issue, which may be by way of a further rights offering or through the issuance and placement of new Shares. In the event that a Bondholder is not a Shareholder at the time of such fundraising, he may be unable to participate in such fundraising and thereafter, if there is no adjustment to the Conversion Price in accordance with the Terms and Conditions, the percentage of such Bondholder's interest in the Company upon the exercise of his Conversion Right may also be diluted.

The Company may be unable to redeem the Convertible Bonds in certain circumstances

The Company may be unable to redeem all or a portion of the Convertible Bonds in certain circumstances, including (i) on the Maturity Date of the Convertible Bonds, (ii) a Change of Control Event (as defined in the Terms and Conditions) or (iii) a Delisting or Suspension (each as defined in the Terms and Conditions) of the Shares. If such an event were to occur, the Company may not have sufficient cash reserves and may not be able to arrange financing to redeem the Convertible Bonds in the specified timeframe, or on acceptable terms, or at all. The ability of the Company to redeem the Convertible Bonds in such event may also be limited by the terms of other debt instruments. Failure by the Company to repay, repurchase or redeem tendered Convertible Bonds would constitute an event of default under the Convertible Bonds, which may also constitute a default under the terms of other indebtedness of the Company. The Company has, and may in the future have, credit agreements or other agreements relating to its indebtedness that contain provisions that provide that a change of control constitutes an event of default or accelerates its payment obligations under that agreement. If such an event were to occur, no assurance can be given that the Company will have sufficient funds to or be able to raise sufficient financing to meet its payment obligations under those agreements.

Bondholders will have no rights as Shareholders until they are issued Conversion Shares upon the conversion of the Convertible Bonds

Subject to the Terms and Conditions, Bondholders have the right to convert their Convertible Bonds into Conversion Shares. Unless and until the Bondholders are issued Conversion Shares upon conversion of the Convertible Bonds, the Bondholders will have no rights as Shareholders

(including voting rights and rights to receive dividends or distributions) with respect to the Conversion Shares. For example, should the Company seek approval from Shareholders for a potential merger, or if an amendment is proposed to the Constitution which may require Shareholders' approval, the Bondholders will not be entitled to vote on the merger or amendment.

Bondholders who are issued the Conversion Shares upon the exercise of their Conversion Rights will be entitled to exercise rights as Shareholders only as to actions for which the applicable record date occurs on or after the registration date in respect of the Conversion Shares, subject to the Terms and Conditions.

Singapore taxation risk

The Convertible Bonds 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 titled "Taxation" of this Offer Information Statement. However, there is no assurance that the Convertible Bonds will continue to enjoy the tax concessions in connection therewith should the relevant tax laws be amended or revoked at any time.

Investors and Bondholders should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding, conversion and disposal of the Convertible Bonds and Conversion Shares.

The Trustee may request that the Bondholders provide an indemnity, security and/or pre-funding to its satisfaction

In certain circumstances (including the giving of a notice to the Company or taking action pursuant to the Terms and Conditions), the Trustee may, at its discretion, request the Bondholders to provide an indemnity, security and/or pre-funding to its satisfaction before it takes actions on behalf of Bondholders. The Trustee shall not be obliged to take any such actions if not first indemnified, secured and/or pre-funded to its satisfaction. Negotiating and agreeing to any indemnity, security and/or pre-funding can be a lengthy process and may impact on when such actions can be taken, or at all. The Trustee may not be able to take actions notwithstanding the provision of an indemnity, security and/or pre-funding 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 Bondholders to take such actions directly.

The market value of the Convertible Bonds and the Shares may be subject to fluctuation

The trading prices of the Convertible Bonds and the Shares may be subject to fluctuation in response to numerous factors, including (i) the market for similar securities, (ii) the periodic operating results and financial condition of the Group, (iii) (in the case of the Convertible Bonds) the trading price of the Shares and (iv) political, economic, financial and any other factors that can affect capital market conditions, the Group and the industries in which the Group operates. Adverse economic developments in Singapore as well as countries in which the Group operates or has business dealings could have a material adverse effect on the business, results of operations, financial position and prospects of the Group and the market value of the Convertible Bonds and the Shares. As a result of any of the above, the market price of the Convertible Bonds may fall below the Issue Price and/or the market price of the Shares may fall below the Conversion Price.

The Rights Issue may cause the price of the Shares to decrease and the Issue Price and the Conversion Price are not an indication of any underlying value of the Shares

The initial Conversion Price of S\$0.25 represents: (a) a discount of approximately 5.7% to the closing price of S\$0.265 per Share quoted on SGX-ST on 14 May 2020, being the last Market Day on which trades were done in the Shares prior to the 14 May Announcement; and (b) the closing price of the Shares on SGX-ST on the Latest Practicable Date. The discount of the Conversion Price may result in an immediate decrease in the market value of the Shares, and any such decrease in market value may continue after the completion of the Rights Issue. In addition, the Issue Price and the Conversion Price do not bear a direct relationship to the book value of the Group's assets, past operations, cash flows, earnings, financial condition or other established criteria for value. Hence, the Issue Price or the Conversion Price should not be taken as an indication of any underlying value of the Shares.

An investment in the Convertible Bonds is subject to interest rate risk

Bondholders may suffer unforeseen losses (both realised and unrealised) due to fluctuations in interest rates. The Convertible Bonds are a form of fixed interest security and may therefore see their price fluctuate due to fluctuations in interest rates. Generally, a rise in interest rates may cause a fall in the price of the Convertible Bonds. The market value of the Convertible Bonds may be similarly affected which may result in a capital loss for Bondholders. Conversely, when interest rates fall, the prices of the Convertible Bonds and the prices at which the Convertible Bonds trade may rise. Bondholders may enjoy a capital gain but interest received may be reinvested at lower prevailing interest rates.

The Convertible Bonds may not be a suitable investment for all investors

The subscription or purchase of the Convertible Bonds involves certain risks including market risk, interest rate risk, foreign exchange risk, credit risk and liquidity risk. Investors should ensure that they fully understand the nature of all these risks before making a decision to invest in the Convertible Bonds. Each potential investor in the Convertible Bonds must also determine the suitability of that investment in light of his own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Convertible Bonds, the merits and risks of investing in the Convertible Bonds and the information contained in this Offer Information Statement and the Product Highlights Sheet;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of his particular financial situation, an investment in the Convertible Bonds and the impact such investment will have on his overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Convertible Bonds;
- understand thoroughly the terms of the Convertible Bonds; and
- 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 his investment and his ability to bear the applicable risks.

The Convertible Bonds are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor

should not invest in the Convertible Bonds, which are complex financial instruments, unless he has the expertise (either alone or with the help of a financial adviser) to evaluate how the Convertible Bonds will perform under changing conditions, the resulting effects on the value of such Convertible Bonds, and the impact that this investment will have on the potential investor's overall investment portfolio.

This Offer Information Statement and the Product Highlights Sheet are not and do not purport to be investment advice. Investors should conduct such independent investigation and analysis regarding the Convertible Bonds as they deem appropriate. Investors should also consult their own legal, tax, accounting, financial and other professional advisers to assist them in determining the suitability of the Convertible Bonds for them as an investment. Investors should make an investment only after they have determined that such investment is suitable for their financial investment objectives. Investors should consider carefully whether the Convertible Bonds are suitable for them in light of their experience, objectives, financial position and other relevant circumstances.

The Company is primarily a holding company and payments with respect to the Convertible Bonds are structurally subordinated to liabilities and obligations of each of the Company's subsidiaries

The Company is primarily a holding company and its ability to make payments in respect of the Company depends largely upon the receipt of dividends, distributions, interests or advances from its wholly or partly-owned subsidiaries and associated companies. The ability of the subsidiaries and associated companies of the Company to pay dividends and other amounts to the Company may be subject to their profitability and to applicable laws. Payments under the Convertible Bonds are not guaranteed by the Company's subsidiaries and are structurally subordinated to all existing and future liabilities and obligations of each of the Company's subsidiaries and associated companies. Claims of creditors of such companies will have priority as to the assets of such companies over the Company and its creditors, including holders of the Convertible Bonds.

The Convertible Bonds may be redeemed at the Company's option for taxation reasons

The Terms and Conditions provide that the Company has the right to redeem all (and not some only) of the Convertible Bonds, at any time on giving not less than 30 nor more than 60 days' irrevocable notice to the Bondholders (with a copy to the Trustee and the Principal Agent) at 100 per cent. of their principal amount, together with unpaid interest accrued to (but excluding) the date fixed for redemption if (i) the Company has or will become obliged to pay additional amounts as provided or referred to in Condition 9 of the Terms and Conditions, or increase the payment of such additional amounts, as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, which change or amendment is made public on or after the Issue Date and (ii) such obligations cannot be avoided by the Company taking reasonable measures available to it.

Please see "Terms and Conditions of the Convertible Bonds – Redemption, Purchase and Cancellation" set out in Appendix A to this Offer Information Statement for more information on the redemption of the Convertible Bonds.

The date on which the Company elects to redeem the Convertible Bonds may not accord with the preference of individual Bondholders. This may be disadvantageous to the Bondholders in light of market conditions or the individual circumstances of the Bondholder.

In addition, an investor may not be able to reinvest the redemption proceeds in comparable securities at an effective interest rate at the same level as that of the Convertible Bonds.

A Bondholder shall no longer be able to convert the Convertible Bonds into Conversion Shares during the period of 25 Trading Days (as defined in the Terms and Conditions) ending on (and including) the date fixed for redemption for taxation reasons.

An active trading market in the Nil-Paid Rights may not develop

An active trading market in the Nil-Paid Rights may not develop on SGX-ST during the trading period for such Nil-Paid Rights. In addition, because the trading price of the Nil-Paid Rights depends on the trading price of the Shares, the trading price of the Nil-Paid Rights may be volatile and subject to the same risks affecting the trading price of the Shares. See the risk factor titled “The market value of the Convertible Bonds and the Shares may be subject to fluctuation”.

The Convertible Bonds may not be listed on SGX-ST

SGX-ST has granted its approval in-principle for the listing and quotation of the Convertible Bonds and the Conversion Shares on the Main Board of SGX-ST, subject to certain conditions, including there being a sufficient spread of holdings of the Convertible Bonds to provide for an orderly market in the Convertible Bonds. There is no assurance that the Convertible Bonds will, upon issue, be listed and quoted on the Main Board of SGX-ST.

In the event that permission is not granted by SGX-ST for the listing and quotation of the Convertible Bonds on the Main Board of SGX-ST due to an insufficient spread of holdings of the Convertible Bonds to provide for an orderly market in the trading of the Convertible Bonds, the Company shall nevertheless proceed with and complete the Rights Issue, and will use all best endeavours promptly to obtain and maintain a listing for all the Convertible Bonds on an Alternative Stock Exchange. In the event that the Company is unable to obtain a listing for the Convertible Bonds on SGX-ST or an Alternative Stock Exchange despite its best endeavours, while the Convertible Bonds may be traded over-the-counter on the Debt Securities Clearing and Settlement System, Bondholders will not be able to trade their Convertible Bonds on SGX-ST or an Alternative Stock Exchange.

The approval in-principle granted by SGX-ST is not to be taken as an indication of the merits of the Rights Issue, the Convertible Bonds, the Conversion Shares, the Company and/or its subsidiaries.

There is no prior market for the Convertible Bonds nor any assurance that one will develop to provide liquidity for the Convertible Bonds

The Convertible Bonds are a new issue of securities for which there is currently no trading market. No assurance can be given that an active trading market for the Convertible Bonds will develop or, if a market does develop, as to the liquidity or sustainability of any such market and the ability of Bondholders to sell their Convertible Bonds or the price at which Bondholders will be able to sell their Convertible Bonds. If an active market for the Convertible Bonds fails to develop or is not sustained, the trading price for the Convertible Bonds could fall below the Issue Price of the Convertible Bonds.

Even if an active trading market for the Convertible Bonds were to develop, the Convertible Bonds could trade at prices that may be lower than the Issue Price. The trading price of the Convertible Bonds will depend on many factors, including, but not limited to:

- prevailing interest rates and interest rate volatility;

- fluctuations in the market price of the Shares;
- the market for similar securities;
- the Group's financial condition, financial performance and future prospects;
- the publication of earnings estimates or other research reports and speculation in the press or the investment community;
- changes in the Group's industry and competition; and
- general market, financial and economic conditions.

The Company may raise or redeem other capital which affects the price of the Convertible Bonds

The Company 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 Company may issue or incur and which rank senior to, or *pari passu* with, the Convertible Bonds. Similarly, subject to compliance with the Terms and Conditions, the Company may redeem securities that rank junior to, *pari passu* with, or senior to the Convertible Bonds. The issue of any such securities, the incurrence of any such other liabilities or the redemption of any such securities may reduce the amount (if any) recoverable by Bondholders on a winding-up of the Company. The issue of any such securities, 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 Convertible Bonds and/or the ability of Bondholders to sell their Convertible Bonds.

Future issuances or sales of Shares could adversely affect the market value of the Shares and the Convertible Bonds and Shareholders may suffer dilution of their ownership interest

Any future issue or sale of Shares could have a dilutive effect on Shareholders and could have a downward pressure on the market value of the Shares and the Convertible Bonds. In particular, the sale of a significant amount of Shares on SGX-ST after the Rights Issue, or the perception that such sale may occur, could materially affect the market prices of the Shares. These factors could also affect the Company's ability to undertake future equity fundraising.

An investment in the Convertible Bonds is subject to inflation risk

Bondholders may suffer erosion on the return of their investments due to inflation. Bondholders may have an anticipated real rate of return based on expected inflation rates on the subscription or purchase of Convertible Bonds. An unexpected increase in inflation could reduce the actual real returns.

The performance of contractual obligations by the Company is dependent on other parties

The ability of the Company to make payments in respect of the Convertible Bonds may depend upon the due performance by the other parties to the Trust Deed and the Agency Agreement of their obligations thereunder, including the performance by the Trustee, the Principal Agent and/or the Bond Registrar of their respective obligations. Whilst the non-performance of any relevant parties will not relieve the Company of its obligations to make payments in respect of the Convertible Bonds, the Company may not, in such circumstances, be able to fulfil its obligations to the Bondholders.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should seek independent legal advice to determine whether and to what extent (i) Convertible Bonds and Conversion Shares are legal investments for him, (ii) Convertible Bonds and Conversion Shares can be used as collateral for various types of borrowing, and (iii) other restrictions apply to his purchase or pledge of any Convertible Bonds and Conversion Shares. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Convertible Bonds and Conversion Shares under any applicable risk-based capital or similar rules.

Converting Bondholders are required to make certain representations and agreements in the Conversion Notice (as defined in the Terms and Conditions)

The Nil-Paid Rights, the Conversion Bonds and the Conversion Shares have not been and will not be registered under the Securities Act or any securities laws of any state or other jurisdiction of the United States and may not be offered, sold, resold, transferred or delivered, directly or indirectly, within the United States except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States. The Nil-Paid Rights, the Conversion Bonds and the Conversion Shares are being offered and sold in offshore transactions (as defined under Regulation S) in reliance on Regulation S under the Securities Act.

Accordingly, in order to exercise the Conversion Right attaching to any Convertible Bond, a Bondholder must *inter alia* provide the representations and agreements required in the Conversion Notice (the form for the time being current obtainable from the Conversion Agent (as defined in the Terms and Conditions)), including that it, or if it is a broker dealer acting on behalf of a customer, such customer, (i) will, on conversion become the beneficial owner of the Shares and (ii) is located outside the United States (within the meaning of Regulation S under the Securities Act). If any Bondholder is unable to provide the representations and agreements required in the Conversion Notice, the Bondholder will not be entitled to exercise its Conversion Right and thus will not receive any Conversion Shares.

Bondholders are exposed to financial risks

The Terms and Conditions provide for interest and principal to be payable at specified periods regardless of the performance of the Group. In the event that the Group suffers a deterioration in its financial condition (such as a serious decline in net operating cash flows), there is no assurance that the Company will have sufficient cash flow to meet payments under the Convertible Bonds. Under such circumstances, the ability of the Company to comply with its payment obligations under the Trust Deed and the Convertible Bonds may be adversely affected.

Modifications and waivers

The Trust Deed contains provisions for calling meetings of Bondholders to consider matters affecting their interest generally, including the modification to the Terms and Conditions or any provision of the Trust Deed. These provisions permit defined majorities to bind all Bondholders, including Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a manner contrary to the majority. The Trust Deed also provides that the Trustee may, without the consent or sanction of Bondholders, concur with the Company in making any modification to the Trust Deed, the Agency Agreement or the Convertible Bonds which, subject to the Terms and Conditions, in the opinion of the Trustee, may be expedient to make, provided that the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Bondholders or which in the opinion of the Trustee is of a formal, minor or technical nature to correct a manifest error or an error which is, in the opinion of the Trustee, proven, or to comply with mandatory provisions of Singapore or is required by CDP.

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

The Company will pay interest on the Convertible Bonds in Singapore dollars. This presents certain risks relating to currency conversions if a Bondholder's financial activities are denominated principally in a currency or currency unit (referred to in this paragraph as the "Investor's Currency") other than Singapore dollars. These include the risk that exchange rates may significantly change (including changes due to devaluation of Singapore dollars 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 Singapore dollars would decrease (i) the Investor's Currency equivalent yield on the Convertible Bonds, (ii) the Investor's Currency equivalent value of the principal payable on the Convertible Bonds and (iii) the Investor's Currency equivalent market value of the Convertible Bonds.

The liquidity of the Shares may decline

Generally, the liquidity of the market for a particular company's shares is dependent on, among others, the size of the free float, the price of each board lot, institutional interests, and the business prospects of the Group as well as the prevailing market sentiments. There is no assurance that the liquidity of the Shares or the volume of the Shares as traded on SGX-ST may not change or decline after the Rights Issue.

A change in Singapore law may adversely affect Bondholders

The Convertible Bonds are governed by Singapore law in effect as at the Issue Date. No assurance can be given as to the impact of any possible judicial decision in Singapore or change to Singapore law or administrative practice after the date of issue of the Convertible Bonds and any such change could materially impact the value of any Convertible Bonds affected by it.

Consequences of non-availability of definitive certificates in respect of the Convertible Bonds

The Convertible Bonds will be in the form of the global certificate and except in the limited circumstances described in the global certificate, owners of interests in Convertible Bonds represented by the global certificate will not be entitled to receive definitive certificates in respect of their individual holdings of Convertible Bonds.

So long as the Convertible Bonds are represented by the global certificate and the global certificate is issued in the name of CDP, notices to Bondholders will only be valid if (a) despatched by uninsured post to persons who are for the time being shown in the records of CDP as a Bondholder or (b) if the rules of CDP so permit, delivered to CDP for communication by it to the Bondholders, except that notices to Bondholders will be valid if either (i) for so long as the Company is or the Convertible Bonds are listed on SGX-ST, published on SGX-ST's website at <http://www.sgx.com> or (ii) published in a leading English language newspaper having general circulation in Singapore. Where the Convertible Bonds are held by an investor in a securities sub-account with a Depository Agent, for notices under (a) above, such investor will have to rely on his Depository Agent to distribute notices to him. The Company, the Sole Manager, the Trustee, the Principal Agent and the Bond Registrar accept no responsibility for any failure or delay on the part of the Depository Agents in doing so.

For so long as any of the Convertible Bonds is represented by the global certificate and the global certificate is registered in the name of CDP, each person who is for the time being shown in the records of CDP as the holder of a particular principal amount of such Convertible Bonds shall be treated by the Company, the Trustee, the Principal Agent and the Bond Registrar as the holder of such principal amount of Convertible Bonds standing to the credit of its securities account for all purposes other than with respect to the payment of principal, distribution, redemption or purchase and/or any other amounts which accrue or are otherwise payable by the Company through CDP in respect of the Convertible Bonds. Where the Convertible Bonds are held by an investor in his direct Securities Account with CDP, payments in respect of the Convertible Bonds will be credited through CDP from the Company. Where the Convertible Bonds are held by an investor in a securities sub-account and/or investment account with a Depository Agent, the investor will have to rely on his Depository Agent to credit his account with payments. The Company, the Sole Manager, the Trustee, the Bond Registrar and the Principal Agent accept no responsibility for any failure or delay on the part of the Depository Agents in performing their contractual duties to investors.

Holders of beneficial interests in the global certificate will not have a direct right to vote in respect of the Convertible Bonds. Instead, such holders will be permitted to act only to the extent that they are enabled to appoint appropriate proxies. Similarly, holders of beneficial interests in the global certificate will not have a direct right under the global certificate to take enforcement action against the Company except in certain limited circumstances in respect of the relevant Convertible Bonds and will have to rely upon their rights under the Trust Deed.

Commencement of proceedings under applicable Singapore insolvency law or related laws may result in a material adverse effect on the Bondholders

There can be no assurance that the Company 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. If the Company or any creditor were to commence such proceedings under any applicable Singapore insolvency or related laws, this could result in a material and adverse effect on the Bondholders. Without being exhaustive, below are some matters that could have a material adverse effect on the Bondholders.

Where the Company is insolvent or close to insolvent and the Company 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 Company. It may also be possible that if a company related to the Company proposes a creditor scheme of arrangement and obtains an order for a moratorium, the Company may also seek a moratorium even if the Company is not itself proposing a scheme of arrangement. These moratoriums can be lifted with court permission and in the case of judicial management, either with court permission or if permitted by the judicial manager. Accordingly, if for instance there is any need for the Trustee to bring an action against the Company, the need to obtain court permission or the judicial manager's consent may result in delays in the Trustee being able to bring or continue legal proceedings that may be necessary in the process of recovery.

Further, Bondholders may be made subject to a binding scheme of arrangement if 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, recent amendments to the Companies Act in 2017 have introduced cram-down provisions for where there is a dissenting class of creditors. The court may, notwithstanding a single class of dissenting creditors, approve a scheme, provided (i) an overall majority in number representing 75% in value of the creditors meant to be bound by the scheme have agreed to it, (ii) the scheme does not unfairly discriminate and is fair and equitable to each dissenting class of creditors and (iii) the court is of the view that it is appropriate to approve the scheme. In such scenarios, Bondholders may be bound by a scheme of arrangement to which they may have dissented.

Further to the amendments that took effect on 23 May 2017 (some of which have been highlighted above), the Insolvency, Restructuring and Dissolution Bill (as passed, the “**IRD Act**”) was passed in Parliament on 1 October 2018, but is not yet in force. 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. The extent to which the provisions in the IRD Act will impact the Rights Issue will depend on the extent to which such transactions will be exempted from the application of such provisions. While the relevant authorities have indicated that bonds will generally be exempted from the prohibition described above, and have recently had a public consultation on proposed exemptions, the relevant exemptions have not been finalised and there is no certainty as to whether the Rights Issue will fall within such exemptions.

CLEARING, SETTLEMENT AND CUSTODY

The following is a summary of the clearance, settlement and custody arrangements for the Convertible Bonds.

Clearance and Settlement through CDP

The Convertible Bonds, upon being accepted for clearance by CDP, will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities (“**Depository System**”) maintained by 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.

The Convertible Bonds, upon being accepted for clearance by CDP, are to be held by CDP in the form of the global certificate for persons holding the Convertible Bonds in Securities Accounts with CDP (the “**Securities Depositors**”). Delivery and transfer of the Convertible Bonds between Securities Depositors is by electronic book-entries in the records of CDP only, as reflected in the Securities Accounts of Securities Depositors.

Settlement of over-the-counter trades in the Convertible Bonds through the Depository System may be effected through securities sub-accounts held with Depository Agents. Depositors holding the Convertible Bonds in direct Securities Accounts with CDP, and who wish to trade such Convertible Bonds through the Depository System, must transfer such Convertible Bonds to be traded from such direct Securities Accounts to a securities sub-account with a Depository Agent for trade settlement.

CDP is not involved in money settlement between Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payment of interest and repayment of principal on behalf of issuers of debt securities. Although CDP has established procedures to facilitate transfer of interests in the Convertible Bonds 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 Company, the Sole Manager, the Trustee, the Share Registrar, the Principal Agent, the Bond Registrar or any other agents will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

Custody Arrangements with Depository Agents

Definitive certificates or certificates representing the Convertible Bonds will not be issued to individual Bondholders (except in the limited circumstances described in the provisions of the global certificate).

The Convertible Bonds, as represented by the global certificate, will be credited to the accounts of the Bondholders with CDP. For so long as the Convertible Bonds are represented by the global certificate held through CDP, the Depository Agents and individual Bondholders with direct Securities Accounts will be treated as holders of the Convertible Bonds for all purposes other than with respect to the payment of principal, distributions or other amounts in respect of the Convertible Bonds, the right to which shall be vested, as against the Company, solely in the registered holder of the global certificate.

Clearing Fees

With respect from 1 June 2014, a clearing fee for the trading of the Convertible Bonds on the Main Board of SGX-ST is payable at the rate of 0.0325% of the transaction value. The clearing fee may be subject to goods and services tax at the prevailing rate (currently 7.0%).

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS ISSUE

(A) Entitled Shareholders

Entitled Shareholders are eligible to participate in the Rights Issue, receive the OIS Notification Letter together with the ARE or the PAL, as the case may be, and other accompanying documents at their respective Singapore addresses, and access and download the electronic version of this Offer Information Statement and the Product Highlights Sheet in accordance with the instructions set out in the OIS Notification Letter.

Entitled Depositors who do not receive the OIS Notification Letter and/or the ARE may contact CDP via its hotline at +65 6535 7511 or via email at asksgx@sgx.com, on Mondays to Fridays from 8.30 a.m. to 5.00 p.m. and on Saturdays from 8.30 a.m. to 12.00 noon, during the period from the date the Rights Issue commences up to the Closing Date. Entitled Scripholders who do not receive the OIS Notification Letter and/or the PAL may obtain them from the Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, on Mondays to Fridays from 9.00 a.m. to 4.00 p.m., during the period from the date the Rights Issue commences up to the Closing Date.

Entitled Shareholders will be provisionally allotted Convertible Bonds under the Rights Issue on the basis of their shareholdings in the Company as at the Record Date, fractional entitlements to be disregarded. They will be at liberty to accept (in full or in part) or decline their Nil-Paid Rights, and are eligible to apply for additional Convertible Bonds in excess of their provisional allotments under the Rights Issue. Further, Entitled Shareholders will be at liberty to renounce their Nil-Paid Rights or, in the case of Entitled Depositors only, trade their Nil-Paid Rights on SGX-ST during the Nil-Paid Rights trading period prescribed by SGX-ST.

All fractional entitlements to the Convertible Bonds will be aggregated and, together with any unsold provisional allotments of Convertible Bonds of Foreign Shareholders and provisional allotments of Convertible Bonds which are not allotted or taken up for any other reason, be used to satisfy applications for Excess Convertible Bonds (if any) or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interest of the Company.

In the allotment of Excess Convertible Bonds, preference will be given to the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights Issue, or have representation (direct or through a nominee) on the board of Directors of the Company, will rank last in priority for the rounding of odd lots and allotment of Excess Convertible Bonds.

The Convertible Bonds will, upon issue, initially be represented by a global certificate registered in the name of, and deposited with, CDP. Except in the limited circumstances described in the provisions of the global certificate, owners of interests in the Convertible Bonds represented by the global certificate will not be entitled to receive definitive certificates in respect of their individual holdings of Convertible Bonds.

Entitled Scripholders and their renouncees who wish to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds MUST open Securities Accounts with CDP in their own names if they do not already maintain Securities Accounts, so that the Convertible Bonds can be credited by CDP to their Securities Accounts.

Entitled Scripholders and their renounees who wish to accept the Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds must provide their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in their PALs. Entitled Scripholders or their renounees who fail to provide their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) in the forms comprised in their PALs or who have given incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or whose Securities Account numbers provided are not otherwise accepted by CDP for the credit of the Convertible Bonds that may be allotted to them or whose particulars as provided in the forms comprised in the PALs differ from those particulars given to CDP for the opening of their Securities Accounts or whose particulars as provided in the forms comprised in the PALs differ from those particulars currently maintained with CDP are liable to have their acceptances of their Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds rejected.

All dealings in and transactions of the Nil-Paid Rights through SGX-ST will be effected under the book-entry (scripless) settlement system. Accordingly, the PALs which are issued to Entitled Scripholders will not be valid for delivery pursuant to trades done on SGX-ST.

Entitled Shareholders should note that all notices and documents will be sent to their last registered addresses with CDP or the Share Registrar (as the case may be) as at the Record Date.

For SRS Investors and investors who hold Shares through finance companies or Depository Agents, acceptances of Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds must be made through the relevant SRS Approved Banks, finance companies or Depository Agents, respectively. Such investors are advised to provide their respective SRS Approved Banks, finance companies or Depository Agents, as the case may be, with the appropriate instructions no later than the deadlines set by such intermediaries in order for such intermediaries to make the relevant acceptances of Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds on their behalf by the Closing Date. Any acceptance and/or application made by such investors directly through CDP, Electronic Applications at ATMs of Participating Banks, the Share Registrar and/or the Company will be rejected.

The Convertible Bonds are not eligible for inclusion under the CPF Investment Scheme. Accordingly, for CPFIS Members, acceptances of their Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds must be done through the CPF agent banks with which they maintain their CPF Investment Accounts. CPFIS Members who have previously purchased their Shares using CPF Funds and wish to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds will need to instruct their respective CPF agent banks to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds on their behalf **USING CASH** and in accordance with the terms and conditions of this Offer Information Statement. The Convertible Bonds will not be held through the CPF Investment Account.

The procedures for, and the terms and conditions applicable to, acceptances, renunciation, splitting and/or sales of Nil-Paid Rights and applications for Excess Convertible Bonds, including the different modes of acceptance or application and payment, are contained in Appendices B to D to this Offer Information Statement and in the ARE, the ARS and the PAL (as the case may be).

Notwithstanding the foregoing, investors should note that the offer and sale of, or exercise or acceptance of, or subscription for, the Nil-Paid Rights, the Convertible Bonds and/or the Conversion Shares to or by persons located or resident in jurisdictions other than Singapore may be restricted or prohibited by the laws of the relevant jurisdiction. Crediting of Nil-Paid Rights to any Securities Account, the receipt of any Nil-Paid Rights, access to the electronic version of this Offer Information Statement and the Product Highlights Sheet, or receipt of the OIS Notification Letter and its accompanying documents will not constitute an offer or sale in those jurisdictions in which it will be illegal to make such offer or sale, or where such offer or sale will otherwise violate the securities laws of such jurisdictions or be restricted or prohibited. The Company reserves absolute discretion in determining whether any person may participate in the Rights Issue. Investors are cautioned to note the offering, selling and transfer restrictions set forth in the section titled "Offering, Selling and Transfer Restrictions" of this Offer Information Statement.

(B) Foreign Shareholders

This Offer Information Statement and its accompanying documents, including the Product Highlights Sheet, have not been and will not be lodged, registered or filed in any jurisdiction other than Singapore. The distribution of this Offer Information Statement and/or its accompanying documents, including the Product Highlights Sheet, may be prohibited or restricted by law (either absolutely or subject to various securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of these jurisdictions. For practical reasons and in order to avoid any violation of the securities legislation applicable in jurisdictions other than Singapore, the Convertible Bonds will not be offered to, and this Offer Information Statement and its accompanying documents, including the Product Highlights Sheet, have not been and will not be despatched or disseminated to, Foreign Shareholders or into any jurisdictions outside Singapore.

Accordingly, Foreign Shareholders will not be eligible to participate in the Rights Issue. No Nil-Paid Rights will be allotted to Foreign Shareholders, and no purported acceptance of or application for Nil-Paid Rights or Convertible Bonds by any Foreign Shareholder will be valid. However, the Company may, at its sole discretion, determine whether to allow the participation in the Rights Issue by a Foreign Shareholder, subject in all cases to compliance with the applicable laws in the relevant jurisdiction.

This Offer Information Statement and its accompanying documents will also not be despatched to Foreign Purchasers. Foreign Purchasers who wish to accept the Nil-Paid Rights credited to their Securities Accounts should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore. Further, any renounee of an Entitled Scripholder, whose address as stated in the PAL is outside Singapore, will not be entitled to accept the Nil-Paid Rights renounced to him. The Company reserves the right to reject any acceptances of the Nil-Paid Rights and/or applications for Excess Convertible Bonds where it believes, or has reason to believe, that such acceptance and/or application may violate the applicable legislation of any jurisdiction.

The Company reserves the right to treat as invalid any ARE, ARS or PAL which (i) appears to the Company or its agents to have been executed in any jurisdiction outside Singapore or which the Company believes or has reason to believe may violate the applicable legislation of such jurisdiction; or (ii) purports to exclude any deemed representation or warranty required by the terms of this Offer Information Statement, the ARE, the ARS or the PAL.

The Company further reserves the right to reject any acceptances of Nil-Paid Rights and/or applications for Excess Convertible Bonds where it believes, or has reason to believe, that such acceptances and/or applications may violate any applicable legislation of any jurisdiction. Notwithstanding the foregoing paragraphs, the Company may, in its sole discretion, determine whether to allow the participation in the Rights Issue by Shareholders who are located, resident or with a registered address in other jurisdictions outside of Singapore, subject to and in compliance with the applicable securities and other laws of the relevant jurisdictions.

It is the responsibility of any person (including, without limitation, custodians, nominees and trustees) outside Singapore wishing to take up their provisional allotment of the Convertible Bonds or apply for Excess Convertible Bonds under the Rights Issue to satisfy himself as to the full observance of the laws of any relevant territory in connection therewith, including the obtaining of any governmental or other consents which may be required, compliance with other necessary formalities and payment of any issue, transfer or other taxes due in such territories. The comments set out in this section are intended as a general guide only and any Foreign Shareholder who is in doubt as to his position should consult his professional advisers without delay.

Access to the electronic version of this Offer Information Statement and the Product Highlights Sheet and receipt of the OIS Notification Letter, the ARE, the ARS and/or the PAL, or the crediting of Nil-Paid Rights to a Securities Account shall not constitute an offer in any jurisdiction in which it would be illegal to make an offer and, in those circumstances, the OIS Notification Letter, the ARE, the ARS and/or the PAL must be treated as sent for information only and should not be copied or redistributed. No person receiving a copy of the OIS Notification Letter, the ARE, the ARS and/or the PAL and/or a credit of Nil-Paid Rights to a Securities Account in any territory other than Singapore may treat the same as constituting an invitation or offer to him, nor should he in any event use any such ARE, ARS or PAL and/or accept any credit of Nil-Paid Rights to a Securities Account unless, in the relevant territory, such an invitation or offer could lawfully be made to him and such ARE, ARS or PAL and/or credit of Nil-Paid Rights to a Securities Account could lawfully be used or accepted, and any transaction resulting from such use or acceptance could be effected, without contravention of any registration or other legal or regulatory requirements.

Persons (including, without limitation, custodians, nominees and trustees) receiving a copy of the OIS Notification Letter, the ARE, the ARS and/or the PAL or whose Securities Accounts are credited with Nil-Paid Rights should not distribute or send the same or transfer Nil-Paid Rights in or into any jurisdiction where to do so would or might contravene local securities laws or regulations. If the OIS Notification Letter, the ARE, the ARS and/or the PAL or a credit of Nil-Paid Rights is received by any person in any such territory, or by his agent or nominee, he must not seek to take up the Nil-Paid Rights, and renounce the ARE, ARS or PAL or transfer the Nil-Paid Rights unless the Company determines that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, custodians, nominees and trustees) who forwards the OIS Notification Letter, the ARE, the ARS and/or the PAL, or transfers Nil-Paid Rights into any such territories (whether pursuant to a contractual or legal obligation or otherwise) should draw the recipient's attention to the contents of the relevant sections of this Offer Information Statement.

If it is practicable to do so, arrangements may, at the absolute discretion of the Company, be made for the Nil-Paid Rights which would otherwise have been provisionally allotted to Foreign Shareholders to be sold "nil-paid" on SGX-ST as soon as practicable after commencement of trading of Nil-Paid Rights. Such sales will, however, only be effected if the Company, in its absolute discretion, determines that a premium can be obtained from such sales after taking into account expenses to be incurred in relation thereto.

The net proceeds from all such sales, after deduction of all expenses therefrom, will be pooled and thereafter distributed to Foreign Shareholders in proportion to their respective shareholdings or, as the case may be, the number of Shares standing to the credit of their respective Securities Accounts as at the Record Date and sent to them by ordinary post at their own risk, provided that where the amount of net proceeds to be distributed to any single Foreign Shareholder or persons acting to the account or benefit of any such persons is less than S\$10.00, the Company shall be entitled to retain or deal with such net proceeds as the Directors may, in their absolute discretion, deem fit in the interest of the Company and no Foreign Shareholder or persons acting to the account or benefit of any such person shall have any claim whatsoever against the Company, the Sole Manager, CDP, the Share Registrar and/or their respective officers in connection therewith.

Where such Nil-Paid Rights are sold “nil-paid” on SGX-ST, they will be sold at such price or prices as the Company may, in its absolute discretion, decide and no Foreign Shareholder or persons acting to the account or benefit of any such person shall have any claim whatsoever against the Company, the Sole Manager, CDP, the Share Registrar and/or their respective officers in respect of such sales or the proceeds thereof, the Nil-Paid Rights or the Convertible Bonds represented by such Nil-Paid Rights.

If such Nil-Paid Rights cannot be sold or are not sold on SGX-ST as aforesaid for any reason by such time as SGX-ST shall have declared to be the last day for trading of the Nil-Paid Rights, the Convertible Bonds represented by such Nil-Paid Rights will be issued to satisfy applications for Excess Convertible Bonds (if any) or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interest of the Company and no Foreign Shareholder or persons acting to the account or benefit of any such person shall have any claim whatsoever against the Company, the Sole Manager, CDP, the Share Registrar and/or their respective officers in connection therewith.

Shareholders should note that the special arrangements described above will apply only to Foreign Shareholders. However, the Company reserves the right to make similar arrangements for the Nil-Paid Rights which would otherwise have been allotted to certain Entitled Shareholders to be sold “nil-paid” on SGX-ST as soon as practicable after dealings in the Nil-Paid Rights commence, where the beneficial holders of such Nil-Paid Rights are restricted or prohibited by the laws of the jurisdiction in which they are located or resident from participating in the Rights Issue.

SHAREHOLDERS WITH REGISTERED ADDRESSES OUTSIDE SINGAPORE WHO WISH TO PARTICIPATE IN THE RIGHTS ISSUE SHOULD HAVE PROVIDED CDP (AT 9 NORTH BUONA VISTA DRIVE, #01-19/20 THE METROPOLIS, SINGAPORE 138588) OR THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD. (AT 50 RAFFLES PLACE, #32-01 SINGAPORE LAND TOWER, SINGAPORE 048623), AS THE CASE MAY BE, WITH ADDRESSES IN SINGAPORE FOR THE SERVICE OF NOTICES AND DOCUMENTS, AT LEAST THREE (3) MARKET DAYS PRIOR TO THE RECORD DATE.

Notwithstanding anything herein, Entitled Shareholders and/or any other person having possession of the OIS Notification Letter and its accompanying documents and access to the electronic version of this Offer Information Statement and the Product Highlights Sheet, are advised to inform themselves of and to observe any legal requirements applicable thereto at their own expense and without liability to the Company, the Sole Manager or any other person involved in the Rights Issue. No person in any territory outside Singapore receiving this Offer Information Statement and/or its accompanying documents, including the Product Highlights Sheet, may treat the same as an offer, invitation or solicitation to subscribe for any Convertible Bonds unless such offer, invitation or solicitation could lawfully be made without violating any other regulatory or legal requirements in such territory.

OFFERING, SELLING AND TRANSFER RESTRICTIONS

No action has been taken or will be taken to permit a public offering of the Nil-Paid Rights, the Convertible Bonds or the Conversion Shares to occur in any jurisdiction, or the possession, circulation, or distribution of this Offer Information Statement, its accompanying documents (including the Product Highlights Sheet) or any other material relating to the Company, the Nil-Paid Rights, the Convertible Bonds or the Conversion Shares in any jurisdiction where action for such purpose is required, except that this Offer Information Statement has been lodged with the Authority.

Accordingly, the Nil-Paid Rights, the Convertible Bonds and the Conversion Shares may not be offered or sold, directly or indirectly, and none of this Offer Information Statement, its accompanying documents (including the Product Highlights Sheet) or any offering materials or advertisements in connection with the Nil-Paid Rights, the Convertible Bonds or the Conversion Shares may be distributed or published in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction. Investors are advised to consult their legal adviser prior to accepting any Nil-Paid Rights, applying for Excess Convertible Bonds or making any offer, sale, resale, pledge or other transfer of the Convertible Bonds or the Conversion Shares.

The Company and the Sole Manager have not taken any action, nor will the Company and the Sole Manager take any action, in any jurisdiction that would permit a public offering of the Convertible Bonds or the Conversion Shares, or the possession, circulation or distribution of this Offer Information Statement, the Product Highlights Sheet or any other material relating to the Company, the Convertible Bonds or the Conversion Shares in any jurisdiction other than Singapore where action for that purpose is required.

The distribution of this Offer Information Statement and/or its accompanying documents (including the Product Highlights Sheet) may be prohibited or restricted by law (either absolutely or subject to various securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of these jurisdictions. Shareholders or any other persons having possession of this Offer Information Statement and/or its accompanying documents (including the Product Highlights Sheet) are advised to keep themselves informed of and to observe such prohibitions and restrictions. No person in any territory outside Singapore receiving this Offer Information Statement and/or its accompanying documents (including the Product Highlights Sheet) may treat the same as an offer, invitation or solicitation to subscribe for any Nil-Paid Rights, Convertible Bonds or Conversion Shares unless such offer, invitation or solicitation could lawfully be made without violating any regulations or legal requirements in such territory.

THIS OFFER INFORMATION STATEMENT AND ITS ACCOMPANYING DOCUMENTS (INCLUDING THE PRODUCT HIGHLIGHTS SHEET) ARE BEING SUPPLIED TO YOU SOLELY FOR YOUR INFORMATION AND MAY NOT BE REPRODUCED, REDISTRIBUTED OR PASSED ON, DIRECTLY OR INDIRECTLY, TO ANY OTHER PERSON OR PUBLISHED, IN WHOLE OR IN PART, FOR ANY PURPOSE.

The Nil-Paid Rights, the Convertible Bonds and the Conversion Shares have not been approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission in the U.S. or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the Nil-Paid Rights, the Convertible Bonds or the Conversion Shares or the accuracy or adequacy of this Offer Information Statement. Any representation to the contrary is a criminal offence in the U.S.

The Nil-Paid Rights, the Convertible Bonds and the Conversion Shares are being offered and sold outside the U.S. in offshore transactions as defined in and in reliance on Regulation S under the Securities Act.

Each purchaser of Nil-Paid Rights, Convertible Bonds and/or the Conversion Shares offered and sold outside the U.S. and in reliance on Regulation S will be deemed to have represented and agreed as follows (terms defined in Regulation S have the same meanings when used herein):

- (a) the purchaser (i) is, and the person, if any, for whose account it is acquiring such Nil-Paid Rights, Convertible Bonds and/or Conversion Shares is, outside the U.S.; and (ii) is acquiring the Nil-Paid Rights, Convertible Bonds and/or Conversion Shares in an offshore transaction meeting the requirements of Regulation S;
- (b) the purchaser is aware that the Nil-Paid Rights, the Convertible Bonds and the Conversion Shares have not been and will not be registered under the Securities Act and are being distributed and offered outside the U.S. in reliance on Regulation S; and
- (c) the purchaser acknowledges that the Company and the Sole Manager, their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations and agreements.

The Company and the Sole Manager have not taken any action, and will not take any action, in any jurisdiction other than Singapore that would permit a public offering of the Nil-Paid Rights, the Convertible Bonds and the Conversion Shares, or the possession, circulation or distribution of this Offer Information Statement or any other material relating to the Company, the Nil-Paid Rights, the Convertible Bonds or the Conversion Shares in any jurisdiction other than Singapore where action for that purpose is required.

TRADING

Listing and Quotation of the Convertible Bonds and the Conversion Shares

On 9 June 2020, SGX-ST granted its approval in-principle for the listing and quotation of the Convertible Bonds, up to 201,610,432 Conversion Shares (based on the Issue Size and Conversion Price) and such other Conversion Shares which may be issued pursuant to any adjustments in accordance with the Terms and Conditions on the Main Board of SGX-ST, subject to the following conditions:

- (a) compliance with SGX-ST's listing requirements;
- (b) a written undertaking from the Company that it will comply with Rules 704(30), 877(8) and 1207(20) of the Listing Manual in relation to the use of proceeds from the Rights Issue and where proceeds are to be used for working capital purposes, the Company will disclose a breakdown with specific details on the use of proceeds for working capital in the Company's announcements on use of proceeds and in the annual report;
- (c) a written undertaking from the Company that it will comply with Rule 877(10) of the Listing Manual with regard to the allotment of any Excess Convertible Bonds;
- (d) a written confirmation from financial institution(s) as required under Rule 877(9) of the Listing Manual that the Undertaking Shareholders who have given the Irrevocable Undertakings have sufficient financial resources to fulfil their obligations under the Irrevocable Undertakings;
- (e) a written undertaking from the Company that the Rights Issue will comply with the requirements under Rule 820 of the Listing Manual;
- (f) announcement of the conditions under which the Conversion Price may be adjusted and the conditions under which the Convertible Bonds may be redeemed;
- (g) a written confirmation from the Company that the Terms and Conditions (i) do not permit revision of the Conversion Price or conversion ratio in any form, other than in compliance with Rule 829(1) of the Listing Manual, and (ii) comply with Rules 829(1), 829(2) and 829(3) of the Listing Manual;
- (h) a written undertaking from the Company to announce any adjustment made to the Conversion Price pursuant to Rule 829(1) of the Listing Manual;
- (i) a written undertaking from the Company to announce the maturity of the Convertible Bonds and for the notice of maturity to be sent to all Bondholders at least one (1) month before the Maturity Date, pursuant to Rule 829(2) of the Listing Manual;
- (j) a written undertaking from the Company that any material amendment to the Terms and Conditions after issue to the advantage of the Bondholders will be approved by Shareholders, except where the amendment is made pursuant to the terms of the issue, pursuant to Rule 829(3) of the Listing Manual;
- (k) a duly signed undertaking in the format set out in Appendix 2.3.1 of the Listing Manual;
- (l) (where applicable) a copy of the signed subscription agreement, agent bank agreement and fiscal and agency agreement in relation to the Convertible Bonds;

- (m) a written confirmation from the Company that there is a satisfactory spread of registered holders to provide an orderly market for the Convertible Bonds, in compliance with Rule 826 of the Listing Manual; and
- (n) a written confirmation from the Company that the Company is able to meet its short-term obligations as and when they fall due within the next 12 months.

The approval in-principle granted by SGX-ST is not to be taken as an indication of the merits of the Rights Issue, the Convertible Bonds, the Conversion Shares, the Company and/or its subsidiaries. SGX-ST assumes no responsibility for the accuracy of any of the statements made, reports contained (if any) or opinions expressed in this Offer Information Statement.

Upon listing and quotation on the Main Board of SGX-ST, the Convertible Bonds will be traded under the book-entry (scripless) settlement system. The Convertible Bonds may also be traded over-the-counter on the Debt Securities Clearing and Settlement System. All dealings in and transactions (including transfers) of the Convertible Bonds effected through SGX-ST and/or CDP shall be made in accordance with the “*Terms and Conditions for Operation of Securities Account with The Central Depository (Pte) Limited*” and the terms and conditions contained in the CDP Application Form, as the same may be amended from time to time, copies of which are available from CDP.

In the event that permission is not granted by SGX-ST for the listing and quotation of the Convertible Bonds on the Main Board of SGX-ST due to an insufficient spread of holdings of the Convertible Bonds to provide for an orderly market in the trading of the Convertible Bonds, the Company shall nevertheless proceed with and complete the Rights Issue, and will use all best endeavours promptly to obtain and maintain a listing for all the Convertible Bonds on an Alternative Stock Exchange. In the event that the Company is unable to obtain a listing for the Convertible Bonds on SGX-ST or an Alternative Stock Exchange despite its best endeavours, Bondholders will not be able to trade their Convertible Bonds on SGX-ST or an Alternative Stock Exchange. However, the Convertible Bonds may be traded over-the-counter on the Debt Securities Clearing and Settlement System. In addition, if a Bondholder were to exercise his Convertible Bonds in accordance with the Terms and Conditions, the Conversion Shares arising therefrom will be listed and quoted on the Main Board of SGX-ST.

Important Notice to Entitled Scripholders

The Convertible Bonds will, upon issue, initially be represented by a global certificate registered in the name of, and deposited with, CDP. Except in the limited circumstances described in the provisions of the global certificate, owners of interests in the Convertible Bonds represented by the global certificate will not be entitled to receive definitive certificates in respect of their individual holdings of Convertible Bonds.

Entitled Scripholders and their renounees who wish to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds MUST open Securities Accounts with CDP in their own names if they do not already maintain Securities Accounts, so that the Convertible Bonds can be credited by CDP to their Securities Accounts.

Entitled Scripholders and their renounees who wish to accept the Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds must provide their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in their PALs. Entitled Scripholders or their renounees who fail to provide their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) in the forms comprised in their PALs or who have given incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or

registration numbers (for corporations) or whose Securities Account numbers provided are not otherwise accepted by CDP for the credit of the Convertible Bonds that may be allotted to them or whose particulars as provided in the forms comprised in the PALs differ from those particulars given to CDP for the opening of their Securities Accounts or whose particulars as provided in the forms comprised in the PALs differ from those particulars currently maintained with CDP are liable to have their acceptances of their Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds rejected.

If an Entitled Scripholder's address stated in the PAL is different from his address registered with CDP, he must inform CDP of his updated address immediately, failing which the notification letter on successful allotment and other correspondence will be sent to his address last registered with CDP.

Trading of Odd Lots

For the purposes of trading on the Main Board of SGX-ST, each board lot of Convertible Bonds will comprise 100 Convertible Bonds with a principal amount of S\$100 and each board lot of Shares will comprise 100 Shares.

Shareholders who hold odd lots of Convertible Bonds (that is, lots other than board lots of 100 Convertible Bonds with a principal amount of S\$100) or odd lots of Shares (that is, lots other than board lots of 100 Shares) and who wish to trade in odd lots on SGX-ST are able to trade odd lots of S\$1.00 in principal amount of Convertible Bonds and odd lots of Shares in board lots of one Share on the Unit Share Market.

Shareholders who hold odd lots of Convertible Bonds or Shares may have difficulty and/or have to bear disproportionate transaction costs in realising the fair market price of such Convertible Bonds or Shares, as the case may be.

TAXATION

The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by IRAS and the Authority in force as at the date of this Offer Information Statement and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which changes could be made on a retroactive basis. These laws, guidelines and circulars are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. Neither these statements nor any other statements in this Offer Information Statement are intended or are to be regarded as advice on the tax position of any holder of the Convertible Bonds or the Conversion Shares or of any person acquiring, selling or otherwise dealing with the Convertible Bonds or the Conversion Shares or on any tax implications arising from the acquisition, sale or other dealings in respect of the Convertible Bonds or the Conversion Shares. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Convertible Bonds or the Conversion Shares 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. Prospective holders of the Convertible Bonds or the Conversion Shares 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 Convertible Bonds or the Conversion Shares, 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 Company, the Sole Manager and any other persons involved in the Rights Issue accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Convertible Bonds or the Conversion Shares.

Interest and Other Payments

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

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

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15% final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17%. The applicable rate for non-resident individuals is currently 22%. However, if the payment is derived by a person not resident in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15%. The rate of 15% may be reduced by applicable tax treaties.

Certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including:

- (a) interest from debt securities derived on or after 1 January 2004;
- (b) discount income (not including discount income arising from secondary trading) from debt securities derived on or after 17 February 2006; and
- (c) prepayment fee, redemption premium 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 Singapore.

References to “**break cost**”, “**prepayment fee**” and “**redemption premium**” in this Singapore tax disclosure have the same meaning as defined in the ITA, as follows:

- (a) “**break cost**” means, in relation to debt securities, qualifying debt securities or qualifying project debt securities, 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;
- (b) “**prepayment fee**” means, in relation to debt securities, qualifying debt securities or qualifying project debt securities, 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
- (c) “**redemption premium**” means, in relation to debt securities, qualifying debt securities or qualifying project debt securities, any premium payable by the issuer of the securities on the redemption of the securities upon their maturity.

As the issuance of the Convertible Bonds is managed and arranged by the Sole Manager, which is a Financial Sector Incentive (Standard Tier) Company, the Convertible Bonds issued as debt securities during the period from the date of this Offer Information Statement to 31 December 2023 would be “qualifying debt securities” for the purposes of the ITA, to which the following treatments shall apply:

- (a) subject to certain prescribed conditions having been fulfilled (including the submission by the Company, or such other person as the Authority may direct, of a return on debt securities for the Convertible Bonds within such period as the Authority may specify and such other particulars in connection with the Convertible Bonds as the Authority may require to the Authority and the inclusion by the Company in all offering documents relating to the Convertible Bonds of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost from the Convertible Bonds is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the Convertible Bonds using funds from that 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 “**Specified Income**”) from the Convertible Bonds paid by the Company 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 Convertible Bonds are not obtained from such operation in Singapore, are exempt from Singapore tax;

- (b) subject to certain conditions having been fulfilled (including the submission by the Company, or such other person as the Authority may direct, of a return on debt securities for the Convertible Bonds within such period as the Authority may specify and such other particulars in connection with the Convertible Bonds as the Authority may require to the Authority), Specified Income, if any, from the Convertible Bonds paid by the Company and derived by any company or body of persons (as defined in the ITA) in Singapore is generally subject to tax at a concessionary rate of 10%, except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates; and
- (c) subject to:
 - (i) the Company including in all offering documents relating to the Convertible Bonds a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Specified Income) derived from the Convertible Bonds is not exempt from tax shall include such income in a return of income made under the ITA; and
 - (ii) the Company, or such other person as the Authority may direct, furnishing to the Authority a return on debt securities for the Convertible Bonds within such period as the Authority may specify and such other particulars in connection with the Convertible Bonds as the Authority may require,

payments of Specified Income, if any, derived from the Convertible Bonds are not subject to withholding of tax by the Company.

However, notwithstanding the foregoing:

- (a) if during the primary launch of the Convertible Bonds, the Convertible Bonds are issued to fewer than four (4) persons and 50% or more of the issue of the Convertible Bonds is held beneficially or funded, directly or indirectly, by a related party or related parties of the Company, the Convertible Bonds would not qualify as “qualifying debt securities”; and
- (b) even though the Convertible Bonds are “qualifying debt securities”, if, at any time during the tenure of the Convertible Bonds, 50% or more of the issue of the Convertible Bonds which are outstanding at any time during the life of their issue is held beneficially or funded, directly or indirectly, by any related party(ies) of the Company, Specified Income derived from the Convertible Bonds held by:
 - (i) any related party of the Company; or
 - (ii) any other person who acquires the Convertible Bonds with funds obtained, directly or indirectly, from any related party of the Company,

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.

Notwithstanding that the Company is permitted to make payments of Specified Income in respect of the Convertible Bonds without deduction or withholding for tax under Section 45 or Section 45A of the ITA, any person whose Specified Income (whether it is interest, discount income, prepayment fee, redemption premium or break cost) derived from the Convertible Bonds is not exempt from tax is required to include such income in a return of income made under the ITA.

Capital Gains

Any gains considered to be in the nature of capital made from the sale of the Convertible Bonds and Conversion Shares will not be taxable in Singapore. However, any gains derived by any person from the sale of the Convertible Bonds and Conversion Shares 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.

A conversion of the Convertible Bonds into Conversion Shares may be regarded as a disposal for Singapore income tax purposes and a holder of the Convertible Bonds may therefore need to recognise a gain or loss. Such gain or loss may be income or capital in nature depending on the holder's circumstances.

Holders of the Convertible Bonds who apply or who are required to apply Singapore Financial Reporting Standard 39 – Financial Instruments: Recognition and Measurement ("**FRS 39**"), Singapore Financial Reporting Standard 109 – Financial Instruments ("**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 Convertible Bonds, irrespective of disposal, in accordance with FRS 39, FRS 109 or SFRS(I) 9 (as the case may be). See also the sub-section below titled "Adoption of FRS 39, FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes".

Dividend Distributions

With effect from 1 January 2008, all Singapore-resident companies are under the one-tier corporate tax system, or the one-tier system. Under the one-tier system, the tax on corporate profits is final and dividends paid by a Singapore resident company will be tax exempt in Singapore in the hands of a shareholder, regardless of whether the shareholder is a company or an individual and whether or not the shareholder is a Singapore tax resident. Accordingly, under the one-tier system, assuming that the Company is a Singapore-resident company, any dividends declared in respect of the Conversion Shares and paid by the Company will not be subject to Singapore tax in the hands of shareholders.

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 issued an e-Tax Guide entitled "Income Tax Implications arising from the adoption of FRS 39 – Financial Instruments: Recognition and Measurement".

FRS 109 or SFRS(I) 9 is mandatorily effective for annual periods beginning on or after 1 January 2018, replacing FRS 39. Section 34AA of the ITA requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 (as the case may be) for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. The IRAS has also issued an e-Tax Guide entitled "Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments".

Holders of the Convertible Bonds 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, conversion or disposal (as the context may require) of the Convertible Bonds and Conversion Shares.

Estate Duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

Stamp Duty

No stamp duty is payable on the issuance of Shares. Where Shares evidenced in certificated form are transferred and an instrument of transfer is executed (whether physically or in the form of an electronic instrument) in Singapore or outside Singapore and which is received in Singapore, stamp duty is payable on the instrument of transfer of Shares at the rate of 0.2% on the consideration for, or market value of, the Shares, whichever is higher. The stamp duty is borne by the purchaser unless there is an agreement to the contrary. Where an instrument of transfer is executed outside Singapore, stamp duty must be paid within 30 days of receipt of the instrument of transfer in Singapore. Electronic instruments that are executed outside Singapore are treated as received in Singapore in any of the following scenarios: (a) it is retrieved or accessed by a person in Singapore; (b) an electronic copy of it is stored on a device (including a computer) and brought into Singapore; or (c) an electronic copy of it is stored on a computer in Singapore. Where the instrument of transfer is executed in Singapore, stamp duty must be paid within 14 days of the execution of the instrument of transfer.

Notwithstanding the above, stamp duty is not applicable to electronic transfers of the Shares through the scripless trading system operated by CDP.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in this Offer Information Statement and the Product Highlights Sheet, statements made in public announcements, press releases and oral statements that may be made by the Company or its Directors, officers or employees acting on its behalf, that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by words that have a bias towards the future or are forward-looking, such as, without limitation, “anticipate”, “believe”, “could”, “estimate”, “expect”, “forecast”, “if”, “intend”, “may”, “plan”, “possible”, “predict”, “probable”, “project”, “seek”, “should”, “will” and “would” or other similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the Group’s future financial position, operating results, business strategies, plans and prospects are forward-looking statements.

These forward-looking statements, including but not limited to statements as to the Group’s revenue and profitability, prospects, future plans and other matters discussed in this Offer Information Statement and the Product Highlights Sheet regarding matters that are not historical facts, are merely predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Group’s actual future results, performance or achievements to be materially different from any future results, performance or achievements expected, expressed or implied by these forward-looking statements.

Given the risks (both known and unknown), uncertainties and other factors that may cause the Group’s actual future results, performance or achievements to be materially different from that expected, expressed or implied by the forward-looking statements in this Offer Information Statement and the Product Highlights Sheet, undue reliance must not be placed on such statements. The Group’s actual results, performance or achievements may differ materially from those anticipated in these forward-looking statements. None of the Company, the Directors, the Sole Manager and any other person represents or warrants that the Group’s actual future results, performance or achievements will be as discussed in these statements.

In particular, in light of the ongoing COVID-19 pandemic and associated uncertainties in the global financial markets and their contagion effect on the real economy, any forward-looking statements contained in this Offer Information Statement and the Product Highlights Sheet must be considered with significant caution and reservation.

Further, each of the Company, the Directors and the Sole Manager disclaims any responsibility to update any forward-looking statements or publicly announce any revisions to forward-looking statements to reflect future developments, events or circumstances for any reason, even if new information becomes available or other events occur in the future. Where such developments, events or circumstances occur after the lodgement of this Offer Information Statement with the Authority but before the Closing Date and are material, or are required to be disclosed by law and/or SGX-ST, the Company will make an announcement of the same via SGXNET.

TAKE-OVER IMPLICATION

The Take-over Code regulates the acquisition of voting shares of, among others, corporations with a primary listing on SGX-ST, including the Company. Under Rule 14.1 of the Take-over Code, except with the consent of the Securities Industry Council of Singapore, where:

- (a) any person acquires whether by a series of transactions over a period of time or not, shares which (taken together with shares held or acquired by persons acting in concert with him) carry 30% or more of the voting rights of the Company; or
- (b) any person who, together with persons acting in concert with him, holds not less than 30% but not more than 50% of the voting rights and such person, or any person acting in concert with him, acquires in any period of six (6) months additional shares carrying more than 1% of the voting rights,

such person must extend a take-over offer immediately to the Shareholders of the Company for the remaining Shares in the Company in accordance with the provisions of the Take-over Code. In addition to such person, each of the principal members of the group of persons acting in concert him may, according to the circumstances of the case, have the obligation to extend an offer.

In general, the acquisition of instruments convertible into new Shares which carry voting rights does not give rise to an obligation to make a mandatory take-over offer under the Take-over Code. However, the exercise of any Conversion Rights will be considered to be an acquisition of voting rights for the purpose of the Take-over Code (including Rule 14.1 of the Take-over Code).

The Company will **not** be making an application to the Securities Industry Council of Singapore to seek a waiver of the obligation of any Shareholder to make a mandatory take-over offer under Rule 14 of the Take-over Code as a result of the conversion of the Convertible Bonds into Conversion Shares. Shareholders who are in doubt as to their obligations, if any, to make a mandatory take-over offer under the Take-over Code as a result of any conversion of Convertible Bonds into Conversion Shares should consult the Securities Industry Council of Singapore and/or their professional advisers.

Notwithstanding the above, depending on the level of subscription of the Convertible Bonds, the Company may, if necessary, with the approval of SGX-ST, scale down the subscription for Convertible Bonds (including Excess Convertible Bonds) by a Shareholder to avoid placing the relevant Shareholder and persons acting in concert with him in the position of incurring an obligation to make a mandatory take-over offer under Rule 14 of the Take-over Code upon the full conversion of the Convertible Bonds (including Excess Convertible Bonds) subscribed by the relevant Shareholder into Conversion Shares, as a result of other Shareholders not taking up their Nil-Paid Rights fully. For the avoidance of doubt, the option to scale down shall not apply to the Undertaking Shareholders except that in the case of Qatar Holding's Irrevocable Undertaking, in the event that Ho KwonPing fails to subscribe and pay in full and/or procure the subscription and payment in full for the relevant number of Convertible Bonds (including Excess Convertible Bonds) in accordance with the terms of his Irrevocable Undertaking, the Company shall scale down the subscription for Convertible Bonds (including Excess Convertible Bonds) by Qatar Holding or its nominees (as the case may be) to avoid placing Qatar Holding in the position of incurring a mandatory general offer obligation under the Take-over Code, assuming the full conversion of the Convertible Bonds (including Excess Convertible Bonds) subscribed by Qatar Holding or its nominees (as the case may be) to Conversion Shares. See paragraph 1(f) of Part 10 (Additional Information Required for Offer of Securities or Securities-based Derivatives Contracts by Way of Rights Issue) of the section titled "Disclosure Requirements under the Sixteenth Schedule of the SFR" for further details of the Irrevocable Undertakings.

DISCLOSURE REQUIREMENTS UNDER THE SIXTEENTH SCHEDULE OF THE SFR

PART 2 – IDENTITY OF DIRECTORS, ADVISERS AND AGENTS

Directors

1. Provide the names and addresses of each of the directors or equivalent persons of the relevant entity.

Director	Address
Ho KwonPing (Executive Chairman)	c/o 211 Upper Bukit Timah Road Singapore 588182
Chia Chee Ming Timothy (Lead Independent Director)	c/o 211 Upper Bukit Timah Road Singapore 588182
Fang Ai Lian (Independent Director)	c/o 211 Upper Bukit Timah Road Singapore 588182
Chan Heng Wing (Independent Director)	c/o 211 Upper Bukit Timah Road Singapore 588182
Tham Kui Seng (Independent Director)	c/o 211 Upper Bukit Timah Road Singapore 588182
Karen Tay Koh (Independent Director)	c/o 211 Upper Bukit Timah Road Singapore 588182
Beh Jit Han, Paul (Independent Director)	c/o 211 Upper Bukit Timah Road Singapore 588182
Zhang Xu (Non-Executive and Non-Independent Director)	c/o 211 Upper Bukit Timah Road Singapore 588182
Gaurav Bhushan (Non-Executive and Non-Independent Director)	c/o 211 Upper Bukit Timah Road Singapore 588182
Ho Ren Hua (Non-Executive and Non-Independent Director)	c/o 211 Upper Bukit Timah Road Singapore 588182
Chew Van Hoong Jason (Non-Executive and Non-Independent Director)	c/o 211 Upper Bukit Timah Road Singapore 588182
Mohamed Al-Hashmi (Alternate Director to Chew Van Hoong Jason)	c/o 211 Upper Bukit Timah Road Singapore 588182

Advisers

2. Provide the names and addresses of –

(a) the issue manager to the offer, if any;

Name of Sole Manager	Address
Maybank Kim Eng Securities Pte. Ltd.	50 North Canal Road #03-01 Singapore 059304

(b) the underwriter to the offer, if any; and

The Rights Issue is not underwritten by any financial institution.

(c) the legal adviser for or in relation to the offer, if any.

Legal Adviser to the Company as to Singapore law

WongPartnership LLP
12 Marina Boulevard Level 28
Marina Bay Financial Centre Tower 3
Singapore 018982

Legal Adviser to the Sole Manager as to Singapore and U.S. federal securities laws

Allen & Overy LLP
50 Collyer Quay
#09-01 OUE Bayfront
Singapore 049321

Legal Adviser to the Trustee, the Principal Agent and the Bond Registrar as to Singapore law

Allen & Overy LLP
50 Collyer Quay
#09-01 OUE Bayfront
Singapore 049321

Registrars and Agents

3. Provide the names and addresses of the relevant entity's registrars, transfer agents and receiving bankers for the securities or securities-based derivatives contracts being offered, where applicable.

Share Registrar

Boardroom Corporate & Advisory Services Pte. Ltd.
50 Raffles Place
#32-01 Singapore Land Tower
Singapore 048623

Receiving Bank

Malayan Banking Berhad, Singapore Branch
2 Battery Road
Maybank Tower
Singapore 049907

Trustee

Madison Pacific Pte. Limited
2 Shenton Way #11-01 SGX Centre 1
Singapore 068804

Principal Agent

Madison Pacific Agency and Services Pte. Ltd.
2 Shenton Way #11-01 SGX Centre 1
Singapore 068804

Bond Registrar

Madison Pacific Agency and Services Pte. Ltd.
2 Shenton Way #11-01 SGX Centre 1
Singapore 068804

PART 3 – OFFER STATISTICS AND TIMETABLE**Offer Statistics**

- 1. For each method of offer, state the number of the securities or securities-based derivatives contracts being offered.**

Renounceable and non-underwritten rights issue of S\$50,402,608 in aggregate principal amount of 7.5 per cent. Convertible Bonds convertible into new Shares in the denomination of S\$1.00 each and integral multiples thereof, on the basis of six (6) Convertible Bonds for every 100 existing Shares held by Entitled Shareholders as at the Record Date, fractional entitlements to be disregarded.

Assuming that (a) all the Convertible Bonds under the Rights Issue are fully subscribed for, (b) there are no adjustments to the Conversion Price and (c) all the Convertible Bonds are converted into Conversion Shares, the maximum number of Conversion Shares to be issued is 201,610,432.

Method and Timetable

- 2. Provide the information mentioned in paragraphs 3 to 7 of this Part to the extent applicable to –**
 - (a) the offer procedure; and**
 - (b) where there is more than one group of targeted potential investors and the offer procedure is different for each group, the offer procedure for each group of targeted potential investors.**

Please refer to paragraphs 3 to 7 of this Part.

3. **State the time at, date on, and period during which the offer will be kept open, and the name and address of the person to whom the purchase or subscription applications are to be submitted. If the exact time, date or period is not known on the date of lodgment of the offer information statement, describe the arrangements for announcing the definitive time, date or period. State the circumstances under which the offer period may be extended or shortened, and the duration by which the period may be extended or shortened. Describe the manner in which any extension or early closure of the offer period must be made public.**

Please refer to the section titled “Indicative Timetable” of this Offer Information Statement for the time at, date on, and period during which the Rights Issue will be kept open.

As at the date of this Offer Information Statement, the Company does not expect the timetable to be modified. However, the Company may, with the agreement of the Sole Manager and the approval of SGX-ST, modify the timetable subject to any limitation under any applicable laws. In such event, the Company will publicly announce the same through an SGXNET announcement posted on SGX-ST’s website at <http://www.sgx.com>.

The procedures for, and the terms and conditions applicable to, acceptances, payment, renunciation and/or sales of the Nil-Paid Rights and applications and payment for Excess Convertible Bonds are contained in Appendices B to D to this Offer Information Statement and in the ARE, ARS and/or PAL (as the case may be).

4. **State the method and time limit for paying up for the securities or securities-based derivatives contracts and, where payment is to be partial, the manner in which, and dates on which, amounts due are to be paid.**

The Convertible Bonds are payable in full upon acceptance and/or application. Please refer to the section titled “Indicative Timetable” of this Offer Information Statement for the last date and time for acceptance and payment for Convertible Bonds and/or application and payment for Excess Convertible Bonds.

The procedures for, and the terms and conditions applicable to, acceptances, payment, renunciation and/or sales of the Nil-Paid Rights and applications and payment for Excess Convertible Bonds are contained in Appendices B to D to this Offer Information Statement and in the ARE, ARS and/or PAL (as the case may be).

5. **State, where applicable, the methods of and time limits for –**

- (a) **the delivery of the documents evidencing title to the securities or securities-based derivatives contracts being offered (including temporary documents of title, if applicable) to subscribers or purchasers; and**
- (b) **the book-entry transfers of the securities or securities-based derivatives contracts being offered in favour of subscribers or purchasers.**

The Convertible Bonds will be provisionally allotted to Entitled Shareholders by crediting the Nil-Paid Rights to the Securities Accounts of Entitled Depositors maintained with CDP on or about 14 July 2020, or through the despatch of PALs to Entitled Scripholders on or about 15 July 2020, based on their respective shareholdings in the Company as at the Record Date.

The Convertible Bonds will, upon issue, initially be represented by a global certificate registered in the name of, and deposited with, CDP. Except in the limited circumstances described in the provisions of the global certificate, owners of interests in the Convertible Bonds represented by the global certificate will not be entitled to receive definitive certificates in respect of their individual holdings of Convertible Bonds. Upon crediting of the Convertible Bonds to the Securities Accounts of the relevant subscribers, it is expected that CDP will send to the relevant subscriber, at the subscriber's own risk, a notification letter stating the number of Convertible Bonds credited to the subscriber's Securities Account.

Entitled Scripholders and their renounees who wish to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds must open Securities Accounts if they have not already done so, and provide their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in their PALs. Entitled Scripholders or their renounees who fail to provide their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) in the forms comprised in their PALs or who have given incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or whose Securities Account numbers provided are not otherwise accepted by CDP for the credit of the Convertible Bonds that may be allotted to them or whose particulars as provided in the forms comprised in the PALs differ from those particulars given to CDP for the opening of their Securities Accounts or whose particulars as provided in the forms comprised in the PALs differ from those particulars currently maintained with CDP are liable to have their acceptances of their Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds rejected.

All dealings in and transactions of the Nil-Paid Rights through SGX-ST will be effected under the book-entry (scripless) settlement system. Accordingly, the PALs which are issued to Entitled Scripholders will not be valid for delivery pursuant to trades done on SGX-ST.

Please refer to Appendices B to D to this Offer Information Statement and the ARE, ARS and/or PAL (as the case may be) for further details.

- 6. In the case of any pre-emptive rights to subscribe for or purchase the securities or securities-based derivatives contracts being offered, state the procedure for the exercise of any right of pre-emption, the negotiability of such rights and the treatment of such rights which are not exercised.**

Not applicable. There are no pre-emptive rights to subscribe for or purchase the securities being offered.

- 7. Provide a full description of the manner in which results of the allotment or allocation of the securities or securities-based derivatives contracts are to be made public and, where appropriate, the manner for refunding excess amounts paid by applicants (including whether interest will be paid).**

Results of the Rights Issue

As soon as practicable after the Closing Date, the Company will announce the results of the Rights Issue through an SGXNET announcement to be posted on SGX-ST's website at <http://www.sgx.com>.

Manner of Refund

If any acceptance of and/or excess application for the Convertible Bonds is invalid or unsuccessful, the amount paid on acceptance and/or application will be returned or refunded to such applicants without interest or any share of revenue or other benefit arising therefrom within 14 days after the Closing Date, by any one or a combination of the following:

- (a) where the acceptance and/or application had been made through CDP, by means of a crossed cheque drawn on a bank in Singapore and sent by ordinary post at their own risk to their mailing addresses maintained with CDP or in such other manner as they may have agreed with CDP for the payment of any cash distributions or in the case where refunds are to be made to Depository Agents, by means of telegraphic transfer;
- (b) where the acceptance and/or application had been made through Electronic Applications through an ATM of a Participating Bank, by crediting their bank accounts with the relevant Participating Banks at their own risk, the receipt by such bank being a good discharge of the Company's, the Sole Manager's and CDP's obligations; and
- (c) where the acceptance and/or application had been made through the Share Registrar, by means of a crossed cheque drawn on a bank in Singapore and sent by ordinary post at their own risk to their mailing addresses in Singapore as maintained with the Share Registrar.

Please refer to Appendices B to D to this Offer Information Statement and the ARE, ARS and/or PAL (as the case may be) for further details.

PART 4 – KEY INFORMATION

Use of Proceeds from Offer and Expenses Incurred

- 1. In the same section, provide the information set out in paragraphs 2 to 7 of this Part.**

Please refer to paragraphs 2 to 7 of this Part.

- 2. Disclose the estimated amount of the proceeds from the offer (net of the estimated amount of expenses incurred in connection with the offer) (called in this paragraph and paragraph 3 of this Part the net proceeds). Where only a part of the net proceeds will go to the relevant entity, indicate the amount of the net proceeds that will be raised by the relevant entity. If none of the proceeds will go to the relevant entity, provide a statement of that fact.**

Assuming that the Rights Issue is fully subscribed, the Net Proceeds, after deducting professional fees and related expenses incurred in connection with the Rights Issue of approximately S\$1.0 million, are estimated to be approximately S\$49.4 million.

All of the Net Proceeds will go to the Company.

3. **Disclose how the net proceeds raised by the relevant entity from the offer will be allocated to each principal intended use. If the anticipated proceeds will not be sufficient to fund all of the intended uses, disclose the order of priority of such uses, as well as the amount and sources of other funds needed. Disclose also how the proceeds will be used pending their eventual utilisation for the proposed uses. Where specific uses are not known for any portion of the proceeds, disclose the general uses for which the proceeds are proposed to be applied. Where the offer is not fully underwritten on a firm commitment basis, state the minimum amount which, in the reasonable opinion of the directors or equivalent persons of the relevant entity, must be raised by the offer of securities or securities-based derivatives contracts.**

The Company is proposing the Rights Issue to raise funds for general working capital and operations of the Group and repayment of existing bank borrowings and interest costs of the Group.

The Directors believe that the Rights Issue is in the interest of the Company as it will strengthen the Group's capital base and provide additional funding for the Group's cash flow needs to better enable the Group to withstand the increasing uncertainties of the future arising from the COVID-19 pandemic, while providing Entitled Shareholders with the opportunity for further participation in the equity of the Company through the conversion of the Convertible Bonds subscribed into Conversion Shares.

The Company intends to utilise the Net Proceeds in the following manner:

Purpose	(S\$ million)	% of Net Proceeds
General working capital and operations of the Group	15.0	30.4
Repayment of existing bank borrowings and interest costs of the Group	34.4	69.6
Total	49.4	100.0

Pending the deployment of the Net Proceeds, the Net Proceeds may be deposited with banks and/or financial institutions, invested in short-term money markets or debt instruments and/or used for other purposes on a short-term basis as the Directors may, in their absolute discretion, deem fit in the interest of the Company.

The foregoing represents the Company's intended allocation of the Net Proceeds based on its current plans and estimates regarding its anticipated expenditures. Actual expenditures may vary from these estimates and the Company may find it necessary or advisable to use portions of the Net Proceeds for other purposes. In the event that the Company decides to reallocate the Net Proceeds or use portions for other purposes, it will publicly announce its intention to do so through an SGXNET announcement to be posted on SGX-ST's website at <http://www.sgx.com>.

The Company will make periodic announcements on the use of the Net Proceeds as and when such proceeds are materially disbursed and provide a status report on the use of the Net Proceeds in its annual report. Where proceeds are to be used for general working capital purposes, the Company will disclose a breakdown with specific details on the use of proceeds for working capital in announcements and its annual report. Where there is a material deviation in the use of the Net Proceeds, the Company will state the reason(s) for such deviation.

The Rights Issue is not underwritten by any financial institution. However, subject to the conditions of their respective Irrevocable Undertakings, the Undertaking Shareholders have, in aggregate, agreed to subscribe and pay in full and/or procure the subscription and payment in full for up to S\$50,402,608 in aggregate principal amount of Convertible Bonds, representing 100% of the total number of Convertible Bonds.

- 4. For each dollar of the proceeds from the offer that will be raised by the relevant entity, state the estimated amount that will be allocated to each principal intended use and the estimated amount that will be used to pay for expenses incurred in connection with the offer.**

For each dollar of the gross proceeds of S\$50,402,608 to be raised from the issue of the Convertible Bonds, the Company intends to allocate:

- (a) approximately S\$0.30 for general working capital and operations of the Group;
 - (b) approximately S\$0.68 for repayment of existing bank borrowings and interest costs of the Group; and
 - (c) approximately S\$0.02 to pay for professional fees and related expenses incurred in connection with the Rights Issue.
- 5. If any material part of the proceeds to be raised by the relevant entity will be used, directly or indirectly, to acquire or refinance the acquisition of any asset, business or entity, briefly describe the asset, business or entity and state its purchase price. Provide information on the status of the acquisition and the estimated completion date. Where funds have already been expended for the acquisition, state the amount that has been paid by the relevant entity, or, if the relevant entity is the holding company or holding entity of a group, the amount that has been paid by the relevant entity or any other entity in the group as at the latest practicable date. If the asset, business or entity has been or will be acquired from an interested person of the relevant entity, identify the interested person and state how the cost to the relevant entity is or will be determined and whether the acquisition is on an arm's length basis.**

Not applicable. The Net Proceeds are not currently intended to be used, directly or indirectly, to acquire or refinance the acquisition of any asset, business or entity.

6. If any material part of the proceeds to be raised by the relevant entity will be used to discharge, reduce or retire the indebtedness of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, of the group, describe the maturity of such indebtedness and, for indebtedness incurred within the past year, the uses to which the proceeds giving rise to such indebtedness were put.

The Company intends to utilise S\$33.0 million of the Net Proceeds to fully repay a S\$30.0 million revolving credit facility and partly repay a S\$8.0 million revolving credit facility, details of which are set out below.

Original Indebtedness	Purpose of Original Indebtedness	Amount Outstanding as at the Latest Practicable Date	Net Proceeds Usage	Final Maturity Date of Original Indebtedness
S\$30.0 million Revolving Credit Facility	General working capital and corporate requirements	S\$30.0 million	S\$30.0 million	November 2020
S\$8.0 million Revolving Credit Facility	General working capital and corporate requirements	S\$8.0 million	S\$3.0 million	November 2020

In addition, the Company intends to utilise S\$1.4 million of the Net Proceeds to pay interest costs in respect of the Group's bank borrowings.

In aggregate, the Company intends to utilise S\$34.4 million, or approximately 69.6%, of the Net Proceeds for the repayment of existing bank borrowings and interest costs of the Group.

7. In the section containing the information mentioned in paragraphs 2 to 6 of this Part or in an adjoining section, disclose the amount of discount or commission agreed upon between the underwriters, or other placement or selling agents in relation to the offer, and the person making the offer. If it is not possible to state the amount of discount or commission, the method by which it is to be determined must be explained.

Not applicable. The Rights Issue is not underwritten by any financial institution.

Information on the Relevant Entity

8. Provide the following information:

- (a) the address and telephone and facsimile numbers of the relevant entity's registered office and principal place of business (if different from those of its registered office), and the email address of the relevant entity or a representative of the relevant entity;

Registered Office and Principal Place of Business	:	211 Upper Bukit Timah Road Singapore 588182
Telephone Number	:	+65 6849 5888
Facsimile Number	:	+65 6462 0186
E-mail Address	:	corporate@banyantree.com

(b) the nature of the operations and principal activities of the relevant entity or, if it is the holding company or holding entity of a group, of the group;

Overview

The Group is an international operator and developer of luxury resorts, hotels, spas and residences and boasts an industry track record dating from 1994. It also manages and/or has ownership interests in niche resorts and hotels. These resorts and hotels are located in 14 countries, namely China, Cuba, India, Indonesia, Laos, Malaysia, Maldives, Mauritius, Mexico, Morocco, Seychelles, South Korea, Thailand, and Vietnam with an aggregate number of 6,714 rooms available for use by guests as at 31 December 2019. The Group's resorts typically command room rates at the high end of each property's particular market. The Group offers its customers a multi-faceted travel and leisure experience which it delivers through its 47 resorts and hotels, 64 spas, 72 galleries (where its Banyan Tree and Angsana branded products are sold) and three golf courses as at 31 December 2019.

The Group generates revenue from three core business segments: the Hotel Investments segment, the Residences and Extended Stay segment and the Fee-based segment. Under the Hotel Investments segment, the Group owns and manages hotels under its Banyan Tree, Angsana, Cassia and Dhawa brands. For the year ended 31 December 2019, Thailand and Indian Oceania contributed approximately 75% and 22% to the revenue for Hotel Investments segment respectively. As at 31 December 2019, the Group holds equity interests in 19 hotels, comprising over 2,000 keys. The Residences and Extended Stay segment comprises sales of Hotel Residences, Laguna Residences and Extended Stay and Development Projects/Sites. The Fee-based segment comprises hotel management, club management and fund management, spa and gallery operations and design and other services. As at 31 December 2019, the Group manages (but does not hold equity interests in) 28 resorts and hotels, of which 25 are under the Banyan Tree and Angsana brands.

The Group also operates an integrated resort in Laguna Phuket, Thailand and a city hotel, Banyan Tree Bangkok, Thailand through its subsidiary, LRH. Within Laguna Phuket, as at 31 December 2019, the Group manages five resorts, four spas, six galleries, an 18-hole golf course and resort residence developments available for sale. Due to its positioning as an integrated resort, Laguna Phuket is marketed as a travel destination within Phuket. Primarily as a result of the Group's ownership interest in LRH, Hotel Investments is the Group's largest business segment. The Hotel Investments segment accounted for approximately 63.5%, 58.5% and 50.1% of the Group's revenue for the three years ended 31 December 2017, 2018 and 2019, respectively. As at 31 December 2019, the Group managed and/or had ownership interests in five resorts at Laguna Phuket with 1,062 rooms and Banyan Tree Bangkok with 327 rooms. Elsewhere in Asia, the Group also operates two other integrated resorts, namely Laguna Bintan in Indonesia and Laguna Lăng Cô in Central Vietnam.

Through the Banyan Tree brand and its sister brand, Angsana, the Group targets two distinct customer segments, allowing it to have a wider customer base. In June 2014, the Group also launched its third brand, Cassia. Cassia brings together investment opportunities for the growing middle class looking for affordable holiday homes and the opportunity for the Group to develop an innovative hotel product in the serviced apartment segment. In October 2015, the Group launched its fourth brand, Dhawa, which targets middle class design-savvy travellers who seek distinctive experiences in stylish and unique destinations.

The Group has introduced concepts that it believes have become signature features for many of its hotels and resorts, such as the tropical garden spa and pool villa. The Group operates spas that its guests often consider as one of the signature features of its resorts and hotels. The Group also operates the Banyan Tree Spa Academy, where spa therapists receive theoretical and practical training. The Banyan Tree Spa Academy is accredited by Thailand's Ministry of Education and Ministry of Public Health. It was named the Best Quality School in 2017 by The Private Education Commission of Thailand's Ministry of Education, recognising the Group's stringent training methodology and the Banyan Tree Spa Academy's status as an institution for developing therapists and raising the bar for the spa industry. The Banyan Tree Spa won 43 awards in 2019, bringing the total number of awards won to 686 as at 31 December 2019. The Group has one additional training facility in Bintan, which was set up in 2003 to meet expansion needs. The Banyan Tree Gallery, which is owned by the Group, complements its resorts, hotels and spas, and provides a platform for artisans' heritage and crafts. The Banyan Tree Gallery has also extended its product lines with the launch of its reformulated bath and body and aromatherapy collections, and has also expanded its distribution channels to extend the reach and scope of its brands.

The Group's integrated business model comprises a hotel management division, an in-house design and project management division, and a global marketing team. These in-house capabilities enable the Group to preserve brand integrity, create innovative product offerings with quicker time to market and maintain the quality of the resorts, hotels, spas and galleries it manages and the services it offers. The Group believes these capabilities, the geographic diversity of its customer markets and its product offerings increase the resilience of its business model.

Brands

The Group's business is centred on its collection of brands: Banyan Tree, Angsana, Cassia and Dhawa. Each of its brands is targeted at distinct customer segments to suit different needs and lifestyles and is built on a common foundation of quality, design, service excellence and sustainability in destinations of choice for travellers.

Banyan Tree

Banyan Tree is targeted primarily at highly affluent travellers seeking a luxury retreat with a focus on romance, sense of place and rejuvenation.

Positioned in the premium resort, hotel and spa market segments, the Group believes that the Banyan Tree brand is associated with aspiration, prestige and luxury, and is able to command rates that are at the higher end of the market for resorts and hotels within each resort or hotel's particular market. Features associated with the Banyan Tree brand include the tropical garden spa and pool villa concepts. As at 31 December 2019, there are 26 resorts and hotels, 29 spas and 38 galleries under the Banyan Tree brand.

Angsana

Launched in 2000, the Angsana brand targets couples, families and friends seeking a sense of adventure in travel. Angsana's rates are at the upper upscale range of the market for resorts and hotels within each resort or hotel's particular market. As at 31 December 2019, there are 15 resorts and hotels, 31 spas and 28 galleries under the Angsana brand.

Cassia

Cassia was created in 2014 to bring together investment opportunities for the growing middle class looking for affordable holiday homes as well as the opportunity to develop an innovative hotel product in the serviced apartment segment. Cassia offers one- and two-bedroom units with flexible living and dining options. As at 31 December 2019, there are two properties under the Cassia brand.

Dhawa

An addition to the Group in 2015, Dhawa is a casual and contemporary full-service resort and hotel brand that fuses imaginative design, absolute comfort and seamless technology into a single stay experience. The Group believes that the Dhawa brand builds on the Group's reputation for redefining luxury hospitality through innovative thinking, design excellence and sustainable business practices. It curates a plethora of choices to achieve a truly customised stay and caters to an emerging group of middle class design-savvy travellers who seek distinctive experiences in stylish and unique destinations. As at 31 December 2019, there are two resorts and hotels under the Dhawa brand.

Resorts and Hotels

The primary business of the Group is the management, development and ownership of resorts and hotels. As at 31 December 2019, the Group:

- manages and has ownership interests in 19 resorts and hotels, namely Banyan Tree Bangkok Thailand, Banyan Tree Cabo Marques Mexico, Banyan Tree Huangshan China, Banyan Tree Lăng Cô Vietnam, Banyan Tree Lijiang China, Banyan Tree Mayakoba Mexico, Banyan Tree Phuket Thailand, Banyan Tree Ringha China, Banyan Tree Vabbinfaru Maldives, Banyan Tree Yangshuo China, Angsana Ihuru Maldives, Angsana Laguna Phuket Thailand, Angsana Lăng Cô Vietnam, Angsana Riads Collection Morocco, Angsana Velavaru Maldives, Angsana Villas Resort Phuket Thailand, Cassia Bintan Indonesia, Cassia Phuket Thailand and Laguna Holiday Club Phuket Resort Thailand; and
- manages but has no ownership interests in 28 resorts and hotels, namely Banyan Tree Anji China, Banyan Tree Bintan Indonesia, Banyan Tree Chongqing Beibei China, Banyan Tree Club & Spa Seoul South Korea, Banyan Tree Hangzhou China, Banyan Tree Jiuzhaigou China, Banyan Tree Kuala Lumpur Malaysia, Banyan Tree Macau China, Banyan Tree Samui Thailand, Banyan Tree Sanya China, Banyan Tree Seychelles, Seychelles, Banyan Tree Shanghai On The Bund China, Banyan Tree Tengchong China, Banyan Tree Tamouda Bay Morocco, Banyan Tree Tianjin Riverside China, Banyan Tree Ungasan, Bali Indonesia, Angsana Balaclava Mauritius, Angsana Bangalore India, Angsana Bintan Indonesia, Angsana Cayo Santa Maria, Angsana Hangzhou China, Angsana Maison Souvannaphoum Hotel Laos, Angsana Xian Lintong China, Angsana Xishuangbanna China, Angsana Zhuhai China, Dhawa Cayo Santa Maria Cuba, Dhawa Jinshanling China, Pavilion Hotel Kuala Lumpur Managed by Banyan Tree.

These resorts and hotels are located in 14 countries, and as at 31 December 2019, have 6,714 rooms available for use by guests.

Global Marketing Services

The Group operates a global marketing structure to undertake the marketing, brand management, media and guest relations, customer acquisition and retention programmes, distribution, internet marketing, reservations and yield management of the resorts and hotels under its integrated marketing structure. This allows the Group to:

- manage its global distribution network more efficiently;
- achieve economies of scale;
- maintain the integrity of its brands and consistency in the marketing and positioning of its resorts, hotels, spas and galleries;
- respond to changing market demands in a more effective and timely manner; and
- drive its digital strategy to increase the percentage of direct bookings through the Group's corporate websites.

Resort and Hotel Expansion

The Group is continually assessing new opportunities to develop or manage new resorts and hotels. The Group's business development team considers new locations for its resorts and hotels on an ongoing basis. Potential new locations for the Group's resorts and hotels are usually either proposed by its business development team or recommended to the Group by potential business associates or through its strategic co-development partnership with Accor or Vanke. Along with satisfying demand for its product offerings, introducing its brands in new markets serves as valuable advertising for its existing resorts, hotels, spas and galleries as well as facilitating cross-selling. The decision to develop or manage a new resort or hotel is subject to a structured process culminating with a senior leadership project-by-project review and approval and is only made after the consideration of several factors. These factors include whether the potential site has the natural beauty and other features which are characteristic of a Banyan Tree, Angsana, Cassia or Dhawa resort or hotel, the Group's ability to achieve high price-to-cost ratios, accessibility of location, potential market demand, the Group's ability to establish a niche position in the potential location and existing basic infrastructure.

Spa Operations

The Group believes it is one of the leading spa operators in Asia. Most Banyan Tree and Angsana Spas are open to the general public as well as its resort and hotel guests.

The Group has established Banyan Tree Spas at each of the Banyan Tree resorts and hotels. In addition, it operates a Banyan Tree Spa at Marina Bay Sands in Singapore, marking Banyan Tree's first venture in its home base of Singapore. The Group operates an Angsana Spa in all the other resorts. The Group also operates Angsana Spas in other operators' resorts and day spas in countries such as China, Guam, India, Indonesia, Ireland, Japan, Kenya, Laos, Maldives, Mauritius, Morocco, Qatar, South Africa, Sri Lanka, Thailand, and Vietnam. The spas are promoted by the Group's in-house global marketing team. The Group also operates three Chill Chill spas in Thailand and Malaysia. The Elements Spa by Banyan Tree is located in the Royale Hayat Hospital, Kuwait. The Group operates Elements Spa by Banyan Tree under a spa management agreement and receives management and incentive fees as a percentage of revenues and gross operating profit respectively for the operation of the spa.

Gallery Operations

The retail arm of Banyan Tree Hotels & Resorts, Banyan Tree Gallery and Angsana Gallery, which complements the Group's resorts, hotels and spas, covers 20 countries in four continents and acts as a marketing channel for traditional village crafts handmade in various parts of Asia, such as Cambodia, China, Indonesia, Thailand and Vietnam. Banyan Tree Gallery's main product categories are craft merchandise and homeware, sustainable apparel and signature bath and body and aromatherapy collections.

Banyan Tree Gallery has also extended its product lines with the launch of its reformulated bath and body and aromatherapy collections, and is actively promoting an omnichannel sales and distribution approach so as to extend the reach and scope of its brands. For the year ended 31 December 2019, the bath and body, and aromatherapy collections comprised 42% of the Group's retail revenue through its combined channels of retail, e-commerce, wholesale and shipment sales. For the year ended 31 December 2019, e-commerce comprised close to 13% of the Group's retail revenue and was its fastest growing channel.

The brand positioning for these products emphasises heritage, natural ingredients and quality, and is primed to take advantage of the predicted growth of conscious consumerism in these areas. As at 31 December 2019, the Group operates 72 retail galleries in 20 countries worldwide.

Club Management

In 2006, the Group capitalised its brand name and launched another milestone product, Banyan Tree Private Collection, or BTPC. BTPC is a destination club in Asia that offers members access to BTPC's properties in Asia, Europe and the Americas, including villas in Italy and France, and serviced apartments in the United Kingdom and Japan.

Fund Management

To fund future expansion and increase the Group's fee-based income stream, the Group tapped into private equity capital and launched the Indochina Fund in late 2007 and the China Fund in 2010. In addition to annual fund management fees, the Group receives fees for design, hotel management, spa/golf/facilities management and royalty fees for the use of the Group's brands in property sales.

The Indochina Fund focuses primarily on the development of hotels, residential properties and golf courses in Vietnam. Banyan Tree Lăng Cô Central Vietnam, Angsana Lăng Cô Central Vietnam and a Nick Faldo championship golf course, clubhouse and central facilities were officially opened in April 2013.

In May 2018, the Indochina Fund successfully obtained a casino licence from the Vietnamese government to add casino operations to the Laguna Lăng Cô integrated resort. The expansion project is scheduled for completion in 2022.

The China Fund focuses on the development of hotels and residential properties in China. Banyan Tree Huangshan China and Banyan Tree Yangshuo China were developed by the China Fund. From 2017, the Group's China-owned assets have been injected into BTAC. On 2 April 2018, BTC and Tritonia Company Limited (a subsidiary of Vanke) jointly acquired all the hotel assets of the China Fund as part of the further integration of the ownership of the Group's hotels and assets held under the China Fund. As a result of this acquisition, the China Fund ceased to exist as a fund.

Residences and Extended Stay

The Group believes there is significant opportunity for growth in its Residences and Extended Stay business segment by unlocking its land bank in Phuket, Thailand. To this end, the Group is embarking on an ongoing roll out of new projects to generate a sustainable revenue pipeline. Further, the Group has a comprehensive portfolio of products which cater to both primary and vacation home buyers and across all price points from affordable, midscale to upscale and luxury segments. Russia and China are presently the largest markets for the Group's Residences and Extended Stay business segment. Ongoing efforts are continuing to develop and broaden the Group's sales network internationally, particularly in key source markets, but also in newly emerging markets such as India and the Middle East.

Hotel Residences

The Group's Residences and Extended Stay business segment comprises mainly the development and sale of properties as either primary or secondary homes.

The Group's hotel residences segment comprises the sale of hotel villas or suites, which are part of its existing hotel operations, to investors under a leaseback scheme. Investors receive rental returns from the room revenue generated from the operation of their properties under hotel management. In addition, investors enjoy the lifestyle benefits of having a certain entitlement of complimentary usage (normally around 30 days) of their properties throughout the year. The management of hotel residences is under the Banyan Tree, Angsana, Cassia and Dhawa brands. Properties under these brands are available in Indonesia, Mexico, Thailand and Vietnam, while other locations for development include Australia.

The sale of hotel residences allows the Group to generate funds to finance future hotel investments. When it builds hotel residences, such as the Banyan Tree Phuket Pool Villas or Cassia serviced apartments, the Group has the option of selling these properties to third parties (while maintaining the properties as part of the resort's available room inventory). It is at the discretion of the Group to retain ownership interest in the properties subject to market pricing conditions. If ownership interests are retained, this will increase revenue from its Hotel Investments segment.

In addition to hotel residences, the Group offers private-branded residences, which are not part of its hotel operations, but which are premium residential properties with services and amenities associated with a hotel. Properties under these brands are currently available in Australia and Thailand.

Laguna Residences and Extended Stay

The Group's Laguna Residences and Extended Stay segment refers to the sales of apartments, townhomes and bungalows that are generally located within the vicinity of its resorts but are not part of the Group's hotel operations. These properties are purchased as either primary homes or vacation homes. The vast majority of the Group's Laguna property sales have been in Laguna Phuket. Laguna Residences and Extended Stay are also being offered in Vietnam.

Development Project/Site Sales

Development project/site sales relate to pure development land sales or development land sales, which are fully or partially developed with completed infrastructure. The Group has sold development projects/sites in China and also has sites available in Thailand, Vietnam and Indonesia. The Group monitors the market value of each development project/site it acquires for potential resort, hotel or property sales development.

Other Businesses

Design and Project Management

The Group has an experienced in-house division that plans, designs and oversees construction (or conversion) and maintenance for nearly all of its resorts, hotels, spas and galleries. The division seeks to establish aesthetically appealing, distinctive and luxurious properties.

For new resorts and hotels, the Group's design and planning division helps to choose each site and designs the entire resort or hotel, including the architecture, engineering and interior design. Once a design is finalised, the Group's project services department establishes and monitors a budget for the project, oversees construction and works with resort and hotel managers to procure furniture, fixtures and equipment for the resort or hotel. The project services department also supervises all the renovations, alterations and extensions that go on at its resorts and hotels. Soft furnishings are replaced as necessary and each resort and hotel undergoes a major refurbishing after approximately eight years.

Golf Clubs

As at 31 December 2019, the Group owns or operates golf clubs in Phuket, Bintan and Lăng Cô. The Laguna Phuket Golf Course is located next to Banyan Tree Phuket and has an 18-hole par 71 golf course, driving range, putting greens, practice bunkers, chipping areas and club house pro shop within its facilities. The Laguna Phuket Golf Course is owned by LRH.

The Laguna Bintan Golf Club is located next to the Group's resorts in Bintan and boasts an 18-hole golf course designed by Greg Norman.

The Laguna Lăng Cô Golf Club is located next to Indochina Fund's resorts in Lăng Cô and boasts an 18-hole championship golf course designed by Nick Faldo.

Business Strategies and Future Plans

For a discussion of the business and financial prospects of the Group for the next 12 months from the Latest Practicable Date, see paragraph 10 of Part 5 (Operating and Financial Review and Prospects) of this section.

The Group's principal strategic objective is to build upon its Banyan Tree, Angsana, Cassia and Dhawa brands, to create a diversified group of niche resorts, hotels and serviced apartments in strategic locations throughout the world. Complemented by its resort/hotel residences, property sales, and spa and gallery operations, the Group seeks to enhance profitability and operating margins as well as maintain a strong balance sheet position through the following strategies in the medium to long term:

- **Focus on growing its business through fee-based operations**

The Group intends to grow its business by maximising the number of resorts and hotels that it manages through its own pipeline of projects as well as through synergies with its partners, Accor and Vanke. The Group believes that Accor's business development expertise and established presence in Europe, Africa, the Middle East and the Americas will facilitate the Group's global expansion strategy. At the same time, the Group believes that its partnership with Vanke will give the Group access to a pool of prospective customers for its hotels, spas and property sales. The Group believes that this strategy will enhance its management fee income, increase awareness of its brands at a faster pace and expand its revenue base without incurring significant incremental capital expenditure.

As at 31 December 2019, the Group has 46 new resorts and hotels in its pipeline, 44 of which the Group will manage but will not have any ownership interest in. This enables swift growth without the requirement for heavy capital expenditure. The Group believes that its strong operating track record in managing resorts and hotels, the strength of its brands, in-house design and innovation and its global sales, marketing and distribution networks help attract owners of resorts and hotels. The Group expects to increase its revenues from spa operations by expanding into new locations through leases, management agreements and strategic alliances, as well as evolving its spa and gallery offerings to broaden into products and services that are part of the fast growing well-being and self-care industry. As at 31 December 2019, the Group also has a pipeline of about 33 new spas and 28 galleries. In addition, the Group has further diversified its fee-based income through new product offerings such as the Banyan Tree Private Collection, which was set up in 2007 to derive club management fees, and also through its partnerships with Accor and Vanke.

- **Increase property sales income from developing the Group's land bank (held via LRH) in Phuket**

The Group's strategy remains to unlock value from its land bank by actively rolling out new projects to the market to meet any ongoing and/or future demand. The Group has a 1.24 million square metres parcel of land in Phuket, Thailand, which it intends to develop to grow its property sales income in Phuket. The Group believes that it has a proven track record of property sales in Phuket, with innovative product offerings appealing to diverse market segments at various price points. In the three years ended 31 December 2019, property sales have accounted for approximately 24% of the Group's overall revenue. Of this, approximately 92% stemmed from property sales in Laguna Phuket, Thailand. Property sales in Laguna Phuket have also increased steadily (in terms of number of units sold) in the last three years: sales with deposits received was 195 units (S\$137.8 million), 211 units (S\$125.6 million) and 337 units (S\$115.9 million) in the financial years ended 31 December 2017, 31 December 2018 and 31 December 2019, respectively. In April 2018, the Group also increased its shareholding in LRH from 65.75% (as at 31 December 2017) to 86.28% through a voluntary tender offer. This will enable the Group to partake in higher economic benefits from LRH.

- **Strengthen and leverage brand equity across diversified portfolio offerings**

The Group intends to continue to capitalise on the recognition of its Banyan Tree brand to capture the premium segment of different market segments. The Group believes it has done so successfully with its second brand, Angsana, by extending the brand equity of quality, design, service excellence and a foundation of sustainability in destinations of choice for travellers. In 2014, the Group launched its Cassia brand, an innovative "apartment living" product in the extended stay segment that targets prospective buyers looking for affordable holiday homes and/or a vacation experience that prioritises convenience and conviviality. Dhawa, the Group's fourth brand that was launched in 2015, is a design-oriented full-service hotel that targets travellers who seek original experiences in unique, emerging destinations.

The Group's brand strategy is an endorsed brand approach, with its distinct sub-brands catering to different consumer needs while the Group's brand name lends its identity and value associations to the sub-brands. With this multi-brand approach, the Group believes that it will be able to cross-sell its various stay experiences and product offerings, by allowing guests to choose based on their travel habits and preferences.

- **Leverage and upgrade key competencies for growth**

The Group's key competencies are in design, brand management, talent development, top line optimisation, and customer insight. In the area of design, the continuous leveraging on its in-house design and project management team coupled with working alongside local design partners to innovate residential and hotel products and services have been key to the Group's success as well as a key competitive edge in winning management and design consultancy contracts.

With respect to brand management, the Group is strengthening its internal brand building and audit functions to ensure consistent execution of its multi-brand approach. In the important area of talent, the Group is prioritising succession planning and high-potential management as well as strengthening service culture to meet its aggressive growth pipeline. To strengthen its top line optimisation competency, the Group is rolling out advanced revenue management processes with an emphasis on dynamic pricing and ancillary revenue streams. Lastly, in the area of customer centricity and insight in a digital age, the Group is focused on developing meaningful online and offline data analytics work streams that enable it to deliver an intuitive and personalised service experience.

The Group has been placing emphasis on its content marketing strategy, content creativity production and media delivery to generate incremental room revenue. Organic traffic driven by search engine optimisation has also helped to generate further direct room bookings. The Group will continue to pursue its strategy and its "Test & Learn" approach to grow direct bookings with the goal of building a content ecosystem throughout the consumer journey and elevate brand awareness, interest, value, preference and conversion at optimal cost efficiency.

- **Rebalance asset portfolio to unlock the value of the Group's mature assets to create greater value from other markets**

The Group seeks to continuously rebalance its asset portfolio to unlock value from its mature assets. This has and will continue to enable the Group to deploy capital to other markets to create greater value. For example, in 2017, the Group unlocked the value of its assets in China by injecting them into BTAC, the Group's joint venture with Vanke. Through the unlocking of its assets in China, the Group has been and will continue to be able to deploy its resources to markets outside of China. In April 2018, the Group increased its shareholding in LRH from 65.75% to 86.28% through a voluntary tender offer. This will enable the Group to partake in higher economic benefits from LRH. In November 2018, the Group also sold its entire portfolio of assets in Seychelles, but continues to manage Banyan Tree Seychelles under a hotel management agreement, allowing the Group to retain the hotel's contribution to the Group's income stream.

- **Plan for China**

While China has historically been one of the Group's largest markets, the Group has since divested its assets in China to BTAC. The Group's primary income from China is derived from the hotel management fees earned through its 40% shareholding of BTMC, the hotel management entity that is a joint venture with Vanke.

As at 31 December 2019, of the Group's 46 new hotel and resort projects in the pipeline, approximately 54% of such projects are in China. The Group also believes that its partnership with Vanke will encourage property owners to engage the Group to manage their properties and allow the Group to expand into China's tier-one cities, which will in turn allow the Group to further capitalise on opportunities that are opening up in China. In addition, the number of spas that the Group operates in China is also expected to increase. Further, in terms of outbound China customers to the Group's owned resorts, Chinese customers (i.e., customers whose country of residence is China) accounted for an average of approximately 23% of the Group's owned hotels' room revenue over the three-year period ended 31 December 2019.

In addition to hospitality, Chinese buyers for the Group's properties in Laguna Phuket have also increased, contributing an average of 24% of the total sales of the Group's property in Laguna Phuket over the three-year period ended 31 December 2019. The partnership with Vanke will also provide the Group with access to prospective customers from Vanke's pool of contacts.

- **Fund developments through private equity and strategic partnerships with like-minded business partners**

The Group believes that sustainability includes the ability to raise development funding for its expansion. Apart from traditional fundraising through debt, the Group will continue to look into setting up other region-specific funds for future funding requirements. The Group believes that the success of both the Indochina Fund, which raised US\$283 million despite the financial crisis, and the China Fund which raised RMB1 billion from wealthy domestic investors in China have enabled the Group to tap on alternative sources of funding for expansion in strategic locations around the world. In addition, following the Group's strategic partnerships with Accor and Vanke, Accor and Vanke have acquired, in aggregate, a 5% stake in the Group, thereby generating further cash flow for the Group.

- **Invest in branded primary homes**

The Group will continue to pursue its growth strategy of adding more depth to its current Residences and Extended Stay segment where properties are currently sold as luxury holiday or secondary homes. This will be done by capitalising on the Banyan Tree brand and building branded residential primary or owner-occupied homes. The Group is targeting discerning buyers looking to buy properties for use as their primary homes and who appreciate the Banyan Tree design and quality.

- **Capitalise on growing middle class**

The Group intends to continue capitalising on the growing middle class across the Asia region who are looking to buy properties for use as their secondary homes and who appreciate the Banyan Tree design and quality. The Group's third brand, Cassia, was launched in June 2014 with this aim in mind. Products sold under the Cassia brand comprise largely of one- and two-bedroom units targeted at the growing affluent middle class around the world looking for affordable secondary homes. Cassia residences are professionally managed by the Group and are positioned as mid-scale accommodation in the serviced apartment segment. The Group's customer diversification process has paid off given that revenue recognised from the Group's hotel residences in 2019 was largely from apartments in Cassia Bintan and Cassia Phuket. The Group believes that with the rising class of younger, middle class Asians with higher disposable income, this category of property sale products will continue to be well received. In 2015, the Group also

launched a fourth brand, Dhawa, which operates full-service hotels that target middle class savvy travellers who seek distinctive experiences in stylish, unique destinations. With the Group's partnership with Vanke, the Group believes that it will also be able to tap on Vanke's strong reputation and expertise to accelerate the development of its mid-range brands in China.

- (c) **the general development of the business from the beginning of the period comprising the 3 most recently completed financial years to the latest practicable date, indicating any material change in the affairs of the relevant entity or the group, as the case may be, since –**
- (i) **the end of the most recently completed financial year for which financial statements of the relevant entity have been published; or**
 - (ii) **the end of any subsequent period covered by interim financial statements, if interim financial statements have been published;**

The key developments in the business of the Group from the beginning of FY2017 to the Latest Practicable Date are set out below. The information relating to key developments included below has been extracted from the Company's SGXNET announcements. Shareholders are advised to refer to the related SGXNET announcements for further details.

Key Developments in FY2017

- In January 2017, the Company entered into two binding term sheets with Vanke in respect of a proposed mutual co-operation (the **"Vanke Collaboration"**) between the parties to, among others, set up a new entity for the purpose of consolidating ownership of the Company's interests in China, as well as to co-develop brands owned by the Company in China. In addition, pursuant to the binding term sheets, the Company agreed to issue shares to Vanke in connection with the Vanke Collaboration, by private placement of an aggregate principal amount of S\$25 million subject to the fulfilment of certain conditions precedent.
- In April 2017, the Company incorporated the following wholly-owned subsidiaries in Singapore for the purpose of facilitating the Vanke Collaboration: (i) Banyan Tree Venture (China) Pte. Ltd. (now known as BTC), (ii) Banyan Tree (China) Pte. Ltd. (now known as Banyan Tree Assets (China) Holdings Pte. Ltd.), (iii) Banyan Tree Businesses Pte. Ltd. and (iv) BTSC.
- In April 2017, the Company entered into a collaboration agreement with Accor (the **"Accor Collaboration Agreement"**) for the co-development of hotels (including branded serviced residences) and branded residences under the Banyan Tree, Angsana, Cassia and Dhawa brands and, subject to the terms of the Accor Collaboration Agreement, such other brands which become owned by the Company in certain territories globally, save for certain territories which remain exclusive to the Company. On the same date, the Company also entered into a subscription agreement with Accor, pursuant to which the Company agreed to (i) issue to Accor, and Accor agreed to subscribe for, an irredeemable convertible debenture of S\$24 million in principal amount and issue price and (ii) grant to Accor an option to acquire up to 10% of the share capital of the Company on a fully diluted basis (the **"Accor Subscription Agreement"**).
- In May 2017, the Company incorporated an additional wholly-owned subsidiary in Singapore, namely BTMC, for the purpose of facilitating the Vanke Collaboration.

- In May 2017, the Company's Series 006 S\$50 million 6.25% fixed rate notes, issued pursuant to its S\$700 million multicurrency medium term note programme on 30 May 2012 and listed on SGX-ST, matured and were fully repaid and cancelled by the Company.
- In August 2017, pursuant to and in accordance with the terms of the Accor Subscription Agreement (as amended by a supplemental letter), the Company issued the irredeemable convertible debenture of S\$24 million in principal amount and granted Accor an option to acquire up to 10% of the share capital of the Company on a fully diluted basis. The option to acquire up to 10% of the share capital of the Company on a fully diluted basis was not exercised and lapsed in June 2018.
- In August 2017, the Company executed and completed the definitive agreements in relation to the Vanke Collaboration to form a joint venture company, namely BTAC. Pursuant to the agreements, BTC, a subsidiary of the Company, and Tritonia Company Limited, or TCL, a subsidiary of Vanke, would each hold a 50% stake in BTAC, which in turn indirectly holds a 40% stake in each of (i) BTSC, which holds substantially all of the Group's spa and gallery operations, design and technical services, and various other operating businesses in China, and (ii) BTMC, which holds substantially all of the Group's hotel and resorts management in China. On the same date, the Company also signed a share placement agreement with Vanke SPV to allot and issue to Vanke SPV by private placement 39,962,700 Shares of an aggregate principal amount of approximately S\$24 million, subject to the fulfilment of certain conditions precedent. Pursuant to the share placement agreement, the Company also granted certain Share options and additional issuances of Shares to the Vanke SPV, subject to conditions. The 39,962,700 placement Shares were allotted and issued to Vanke SPV in September 2017. The other Share options and additional issuances of Shares granted to Vanke SPV were not exercised and/or lapsed.
- In September 2017, Mr. Zhang Xu was appointed as a Non-Executive and Non-Independent Director of the Company.
- In October 2017, Mr. Sebastien Bazin was appointed as a Non-Executive and Non-Independent Director of the Company.
- In October 2017, Mr. Gaurav Bhushan was appointed as an alternate Director to Mr. Sebastien Bazin.
- In December 2017, Mr. Sebastien Bazin resigned as a Non-Executive and Non-Independent Director of the Company. On the same date, Mr. Gaurav Bhushan was appointed as a Non-Executive and Non-Independent Director of the Company.
- In December 2017, the Company allotted and issued to Accor 40,000,000 conversion Shares at a price of S\$0.60 per Share following the conversion of the irredeemable convertible debenture of S\$24 million in principal amount issued to Accor.

Key Developments in FY2018

- In February 2018, the Company announced the Group's intention to acquire, by way of a voluntary tender offer, all the remaining ordinary shares in its subsidiary, LRH, which the Group does not already own, being shares representing a 34.25% interest in LRH.

- In March 2018, as part of the further integration of the ownership of the hotels and assets held under the Banyan Tree China Hospitality Fund (the “**China Fund**”), BTC and TCL acquired all the hotel assets of the China Fund (the “**China Fund Acquisition**”). The China Fund Acquisition was undertaken by Shanghai Yuewan Enterprise Management Co., Ltd. (“**SYW**”) a company incorporated in China. The Company acquired a 6.7% interest in SYW through its wholly-owned subsidiary, with the remaining held by Vanke through its wholly-owned subsidiary. The purchase consideration for the China Fund Acquisition was jointly funded by each of the Company and Vanke in accordance with their respective shareholding proportions in SYW as held through their respective wholly-owned subsidiaries. Following the foregoing, SYW was acquired by BTAC. In recognition of the China Fund Acquisition and the respective contributions of the Company and Vanke in respect of the purchase consideration for the China Fund Acquisition, BTC’s interest in BTAC was diluted from 50% to 22.8%.
- In April 2018, the Company announced that the Group had received, pursuant to the tender offer for LRH shares, valid acceptances in respect of LRH shares representing an approximate 20.53% interest in LRH as of the close of the tender offer period. Following the completion of the tender offer, the Group’s total aggregate interest in LRH shares was 86.28%.
- In June 2018, Mr. Jason Chew was appointed as a Non-Executive and Non-Independent Director of the Company.
- In June 2018, Mr. Mohamed Al-Hashmi was appointed as an alternate Director to Mr. Jason Chew.
- In July 2018, the Group entered into a conditional share purchase agreement with a buyer from the Middle East to sell its entire assets portfolio in Seychelles. Pursuant to the agreement, the Group would sell all their shares representing the entire issued capital of the relevant subsidiaries through which the Seychelles assets are held, or the Seychelles Subsidiaries, for an aggregate consideration of US\$70 million, subject to post-completion adjustment, conditional upon the satisfaction of certain conditions precedent. This transaction was part and parcel of the Group’s strategy on rebalancing its assets in the normal course of business and to unlock the value of its mature assets to create greater value from other markets. The conditions precedent were fulfilled or waived, as the case may be, and in November 2018, the Company announced that completion had taken place. Following completion, the Seychelles Subsidiaries ceased to be subsidiaries of the Company.
- In July 2018, the Company’s Series 007 S\$70 million 5.75% fixed rate notes, issued pursuant to its S\$700 million multicurrency medium term note programme on 31 July 2013 and listed on SGX-ST, matured and were fully repaid and cancelled by the Company.
- In September 2018, the Company incorporated a wholly-owned subsidiary in Singapore, ACAP International Investments Pte. Ltd., as part of its ongoing business development.
- In November 2018, Mr. Kuan Chiet was appointed as the Chief Financial Officer of the Company. With the appointment of Mr. Kuan Chiet as Chief Financial Officer, Mr. Eddy See relinquished his role as Chief Financial Officer and remained the Group Managing Director.

- In November 2018, pursuant to the Vanke Collaboration which, among others, provided for Vanke to purchase the shares in BTAC from BTC, BTC entered into a share purchase agreement with TCL to sell 18.6% shareholding in BTAC to TCL at a cash consideration of approximately S\$78.6 million. The Group's interest in BTAC was reduced to 4.2% after the sale and BTAC ceased to be an associate of the Group.
- In November 2018, the Company's Series 008 S\$50 million 5.35% fixed rate notes, issued pursuant to its S\$700 million multicurrency medium term note programme on 26 November 2013 and listed on SGX-ST, matured and were fully repaid and cancelled by the Company.

Key Developments in FY2019

- In May 2019, Mrs. Karen Tay Koh was appointed as an Independent Director of the Company and as a member of the Audit & Risk Committee.
- In June 2019, the Company's Series 009 S\$125 million 4.875% fixed rate notes, issued pursuant to its S\$700 million multicurrency medium term note programme on 3 June 2014 and listed on SGX-ST, matured and were fully repaid and cancelled by the Company.
- In July 2019, the Company incorporated a wholly-owned subsidiary in Thailand, Banyan Tree Assets (Thailand) Company Limited, as part of its ongoing business development.
- In November 2019, Mr. Kuan Chiet ceased to be the Chief Financial Officer of the Company and returned to the Group's largest operation situated in Phuket to head a new property leasing unit as part of business growth. Following Mr. Kuan Chiet's cessation as Chief Financial Officer, Mr. Eddy See would continue to oversee the Group's human resource, risk management, legal and internal audit functions, while Ms. Shelly Yeo would oversee the Group's corporate finance and corporate secretariat functions and report to Mr. Eddy See.

Key Developments from 1 January 2020 to the Latest Practicable Date

- In March 2020, BTHR entered into a joint venture agreement with Myanmar Treasure Hotel & Resort Group Company Limited, in relation to a 50:50 joint venture for the carrying out of hotel management business in Myanmar.
- In March 2020, the Company updated its S\$700m multicurrency debt issuance programme established on 18 October 2007 and last updated on 28 October 2014. In connection with the update of the programme, the Company issued an updated information statement and made certain amendments to the existing trust deed constituting the securities issued under the programme.
- In May 2020, Mr. Lim Tse Ghow Olivier and Mr. Ariel P Vera retired from the board of Directors and Mr. Beh Jit Han, Paul and Mr. Ho Ren Hua were appointed as an Independent Director of the Company and a Non-Executive and Non-Independent Director of the Company, respectively.
- In June 2020, the Company's Series 010 S\$100 million 4.85% fixed rate notes, issued pursuant to its S\$700 million multicurrency medium term note programme on 5 June 2015 and listed on SGX-ST, matured and were fully repaid and cancelled by the Company.

(d) the equity capital and the loan capital of the relevant entity as at the latest practicable date, showing –

(i) in the case of the equity capital, the issued capital; or

(ii) in the case of the loan capital, the total amount of the debentures issued and outstanding, together with the rate of interest payable thereon;

As at the Latest Practicable Date, the equity capital of the Company is as follows:

	Issued Share Capital	
	Number of Shares	Amount
Ordinary Shares	840,043,480 ⁽¹⁾	S\$247,972,514

Note:

(1) Excluding 1,321,500 treasury Shares.

As at the Latest Practicable Date, the Company has no loan capital.

(e) where –

(i) the relevant entity is a corporation, the number of shares of the relevant entity owned by each substantial shareholder as at the latest practicable date; or

(ii) the relevant entity is not a corporation, the amount of equity interests in the relevant entity owned by each substantial interest-holder as at the latest practicable date;

The interests in Shares of the Substantial Shareholders, as extracted from the Register of Substantial Shareholders, as at the Latest Practicable Date are set out below:

	Direct Interests		Deemed Interests	
	No. of Shares	%⁽¹⁾	No. of Shares	%⁽¹⁾
Ho KwonPing ⁽²⁾	–	–	301,948,882	35.94
Claire Chiang ⁽³⁾	–	–	293,319,882	34.92
Ho KwonCjan ⁽⁴⁾	16,000,000	1.90	49,629,000	5.91
Bibace Investments Ltd ⁽⁵⁾	–	–	286,519,882	34.11
Bibace Management Company Limited (acting as trustee of The Bibace Trust) ⁽⁶⁾	–	–	286,519,882	34.11
Bibace Management Company Limited (acting as trustee of Merit Trust) ⁽⁶⁾	–	–	286,519,882	34.11

	Direct Interests		Deemed Interests	
	No. of Shares	% ⁽¹⁾	No. of Shares	% ⁽¹⁾
Bibace Management Company Limited (acting as trustee of Ho Ren Hua Family Line Trust) ⁽⁶⁾	—	—	286,519,882	34.11
Bibace Management Company Limited (acting as trustee of Ho Ren Yung Family Line Trust) ⁽⁶⁾	—	—	286,519,882	34.11
Bibace Management Company Limited (acting as trustee of Ho Ren Chun Family Line Trust) ⁽⁶⁾	—	—	286,519,882	34.11
Banyan Tree Global Foundation Limited ⁽⁷⁾	—	—	286,519,882	34.11
Qatar Holding LLC ⁽⁸⁾	—	—	205,870,443	24.51
Qatar Investment Authority ⁽⁹⁾	—	—	205,870,443	24.51

Notes:

- (1) Percentage shareholding is based on issued share capital as at the Latest Practicable Date of 840,043,480 Shares (excluding treasury Shares).
- (2) Ho KwonPing, a named beneficiary of The Bibace Trust, is deemed to have an interest in the Shares held by HSBC (Singapore) Nominees Pte Ltd and Raffles Nominees (Pte.) Limited (acting as nominees for Bibace Investments Ltd (“**Bibace**”)) as a result of The Bibace Trust’s shareholding interest in Bibace. He is also deemed to have an interest in the Shares held by Recourse Investments Ltd., Raffles Nominees (Pte.) Limited (acting as nominee for KAP Holdings Ltd.) and HSBC (Singapore) Nominees Pte Ltd (acting as nominee for RHYC Pte. Ltd.) as well as the Shares held by Raffles Nominees (Pte.) Limited (acting as nominee for Li-Ho Holdings (Private) Limited).
- (3) Claire Chiang, a named beneficiary of The Bibace Trust, is deemed to have an interest in the Shares held by HSBC (Singapore) Nominees Pte Ltd and Raffles Nominees (Pte.) Limited (acting as nominees for Bibace) as a result of The Bibace Trust’s shareholding interest in Bibace. She is also deemed to have an interest in the Shares held by Recourse Investments Ltd., Raffles Nominees (Pte.) Limited (acting as nominee for KAP Holdings Ltd.) and HSBC (Singapore) Nominees Pte Ltd (acting as nominee for RHYC Pte. Ltd.).
- (4) Ho KwonCjan is deemed to have an interest in the Shares held by ICD (HK) Limited, Freesia Investments Ltd and Raffles Nominees (Pte.) Limited (acting as nominee for Li-Ho Holdings (Private) Limited).
- (5) Bibace is deemed to have an interest in the Shares held by its nominees, HSBC (Singapore) Nominees Pte Ltd and Raffles Nominees (Pte.) Limited.
- (6) Bibace Management Company Limited (acting as trustee of The Bibace Trust) is deemed to have an interest in the Shares in which Bibace has an interest as a result of The Bibace Trust’s shareholding interest in Bibace. Bibace Management Company Limited (acting as trustee of each of the Merit Trust, the Ho Ren Hua Family Line Trust, the Ho Ren Yung Family Line Trust and the Ho Ren Chun Family Line Trust) is deemed to have an interest in the same Shares as it is a named beneficiary of The Bibace Trust in these capacities.
- (7) Banyan Tree Global Foundation Limited, a named beneficiary of The Bibace Trust, is deemed to have an interest in the Shares held by HSBC (Singapore) Nominees Pte Ltd and Raffles Nominees (Pte.) Limited (acting as nominees for Bibace) as a result of The Bibace Trust’s shareholding interest in Bibace.
- (8) Qatar Holding LLC is deemed to have an interest in the Shares held through third party nominees.
- (9) Qatar Investment Authority is deemed to have an interest in the Shares held by its wholly-owned subsidiary, Qatar Holding LLC.

- (f) **any legal or arbitration proceedings, including those which are pending or known to be contemplated, which may have, or which have had in the 12 months immediately preceding the date of lodgment of the offer information statement, a material effect on the financial position or profitability of the relevant entity or, where the relevant entity is a holding company or holding entity of a group, of the group;**

Arbitration Proceedings Initiated by the Group against Meydan

On 11 February 2010, BTHR initiated arbitration proceedings in the Dubai International Arbitration Centre against Meydan City Corporation, Meydan Group LLC and Meydan LLC (collectively, “**Meydan**”), for breaches of a hotel management agreement and wrongful termination of the hotel management agreement. In the same arbitration proceeding, Meydan filed a counterclaim against BTHR for breaches of the hotel management agreement, which it later abandoned. On 2 October 2013, the arbitrator awarded BTHR damages from Meydan of US\$19,163,012 in compensation of the losses deriving from the wrongful termination of the hotel management agreement, S\$49,530.18 as reimbursement of expenses pursuant to the hotel management agreement and ordered Meydan to bear the entirety of the administrative and tribunal costs of the arbitration in the amount of AED644,000.

The Group commenced execution proceedings by successfully seeking recognition and enforcement of the arbitration award in the Courts of the Dubai International Financial Centre, or DIFC. The order of the DIFC Courts recognising and enforcing the award was issued on 8 April 2015 and this was then successfully enforced as an order in the local Dubai Courts. In March 2016, execution proceedings were commenced against Meydan in the execution division of the local Dubai Courts. Meanwhile, on 23 November 2014, Meydan applied to annul the arbitration award in the local Dubai Courts.

In March 2016, Meydan issued applications to the Union Supreme Court, or USC, on the basis of a jurisdictional conflict between the Courts of the DIFC and the local Dubai Courts, stating that only the local Dubai Courts have jurisdiction to recognise and enforce the award. On 8 December 2016, on the basis of the applications before it, the USC issued a stay of all relevant proceedings, so the annulment proceedings (which were before the Dubai Court of Appeal) and the execution proceedings (which were before the execution division of the Dubai Courts) are stayed and the stay has not been lifted. On 26 April 2018, the USC dismissed the cases brought by Meydan, on the basis that it lacked jurisdiction and it suggested that Meydan should file the same claim before the Judicial Tribunal concerning the Dubai Courts and the DIFC Courts.

The proceedings in respect of all pending matters between BTHR and Meydan have to be heard by the Judicial Committee set up to resolve the Meydan cases. The Group has submitted a memorandum for the damages claim and submissions for the remaining claims in December 2019 and Meydan has filed its responses to the memorandum and submissions on 20 January 2020. Meydan filed its submission on 2 March 2020 but subsequently, all hearings were postponed due to the COVID-19 pandemic. In June 2020, the hearings in respect of the Meydan cases were recommenced and concluded. As at the Latest Practicable Date, the outcome of the hearings is not yet known.

Save as disclosed above, as at the date of this Offer Information Statement, the Directors are not aware of any legal or arbitration proceedings to which any member of the Group is a party or which is pending or known to be contemplated, which may have or which have had, in the 12 months immediately preceding the date of lodgment of this Offer Information Statement, a material effect on the financial position or profitability of the Group.

(g) where any securities, securities-based derivatives contracts or equity interests of the relevant entity have been issued within the 12 months immediately preceding the latest practicable date –

- (i) if the securities, securities-based derivatives contracts or equity interests have been issued for cash, state the prices at which the securities or securities-based derivatives contracts have been issued and the number of securities, securities-based derivatives contracts or equity interests issued at each price; or**
- (ii) if the securities, securities-based derivatives contracts or equity interests have been issued for services, state the nature and value of the services and give the name and address of the person who received the securities, securities-based derivatives contracts or equity interests;**

The Company has not issued any securities, securities-based derivatives contracts or equity interests within the 12 months immediately preceding the Latest Practicable Date.

(h) a summary of each material contract, other than a contract entered into in the ordinary course of business, to which the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any member of the group is a party, for the period of 2 years immediately preceding the date of lodgment of the offer information statement, including the parties to the contract, the date and general nature of the contract, and the amount of any consideration passing to or from the relevant entity or any other member of the group, as the case may be.

Save as disclosed below, the Group has not entered into any material contracts outside the ordinary course of business for the period of two (2) years immediately preceding the date of lodgment of this Offer Information Statement:

- (a) the management agreement dated 24 May 2020 entered into between the Company and the Sole Manager, pursuant to which the Sole Manager will, among others, manage the Rights Issue in consideration for a management fee;
- (b) the Irrevocable Undertakings, details of which are set out in paragraph 1(f) of Part 10 (Additional Information Required for Offer of Securities or Securities-based Derivatives Contracts by Way of Rights Issue) of this section; and
- (c) in relation to the update of the Company's S\$700 million Multicurrency Debt Issuance Programme in March 2020:
 - (i) the amendment and restatement programme agreement dated 19 March 2020 made between (1) the Company, as issuer, (2) The Hongkong and Shanghai Banking Corporation Limited, as outgoing arranger and outgoing dealer, and (3) Credit Suisse (Singapore) Limited and Maybank Kim Eng Securities Pte. Ltd., as incoming arrangers and incoming dealers. The amendment and restatement programme agreement was entered into by the Company as The Hongkong and Shanghai Banking Corporation Limited has retired as the arranger and dealer with effect from 19 March 2020 and Credit Suisse (Singapore) Limited and Maybank Kim Eng Securities Pte. Ltd. have been appointed as the incoming arrangers and incoming dealers under the programme; and
 - (ii) the second supplemental trust deed dated 19 March 2020 made between (1) the Company, as issuer and (2) HSBC Institutional Trust Services (Singapore) Limited, as trustee.

PART 5 – OPERATING AND FINANCIAL REVIEW AND PROSPECTS

Operating Results

1. Provide selected data from –

- (a) the audited income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, the audited consolidated income statement of the relevant entity or the audited combined income statement of the group, for each financial year (being one of the 3 most recently completed financial years) for which that statement has been published; and
- (b) any interim income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any interim consolidated income statement of the relevant entity or interim combined income statement of the group, for any subsequent period for which that statement has been published.

Please see Appendix E to this Offer Information Statement for the audited consolidated income statement of the Group for FY2017, FY2018 and FY2019.

2. The data mentioned in paragraph 1 of this Part must include the line items in the audited income statement, audited consolidated income statement, audited combined income statement, interim income statement, interim consolidated income statement or interim combined income statement, as the case may be, and must in addition include the following items:

- (a) dividends declared per share in both the currency of the financial statements and the Singapore currency, including the formula used for any adjustment to dividends declared;
- (b) earnings or loss per share;
- (c) earnings or loss per share, after any adjustment to reflect the sale of new securities or securities-based derivatives contracts.

	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>
Dividend per Share (cents)	1.0	1.05	–
<u>Before the Rights Issue</u>			
Weighted average number of Shares for basic EPS computation	773,095,771	840,528,002	839,688,312
Effect of dilution:			
– Contingently issuable Shares under the Banyan Tree Share Award Scheme 2016	950,019	1,252,564	1,228,302
– Call option issued to Accor to purchase additional Shares	38,056,054	25,666,473 ⁽¹⁾	–
– Call option issued to Vanke SPV to purchase additional Shares	14,589,582	16,413,280 ⁽¹⁾	–
Weighted average number of Shares for diluted EPS computation	826,691,426	883,860,319	840,916,614
Basic EPS (cents) ⁽²⁾	1.67	1.60	0.08

	FY2017	FY2018	FY2019
Diluted EPS (cents) ⁽³⁾	1.56	1.52	0.08
<u>After the Rights Issue but before the conversion of any Convertible Bonds into Conversion Shares⁽⁴⁾</u>			
Basic EPS (cents)	1.61	1.54	0.02
Diluted EPS (cents)	1.21	1.19	0.01
<u>After the Rights Issue assuming conversion of all the Convertible Bonds into Conversion Shares⁽⁴⁾</u>			
Basic EPS (cents)	1.33	1.29	0.06
Diluted EPS (cents)	1.26	1.24	0.06

Notes:

- (1) The call options issued to Accor and Vanke SPV lapsed on 19 June 2018 and 19 April 2018, respectively. The potential Shares that would have resulted from the exercise of the options were included in the calculation of diluted EPS only for the portion of the period during which they were outstanding in FY2018.
- (2) Basic EPS is calculated by dividing profit after taxation for the year that is attributable to owners of the Company by the weighted average number of Shares outstanding during the financial year.
- (3) Diluted EPS is calculated by dividing profit after taxation for the year that is attributable to owners of the Company by the weighted average number of Shares outstanding during the financial year plus the weighted average number of Shares that would be issued on the conversion of all the dilutive potential Shares into Shares.
- (4) For illustrative purposes, EPS has been calculated on the assumption that: (a) the Rights Issue was completed and S\$50,402,608 in aggregate principal amount of Convertible Bonds were issued on 1 January 2017, 2018 or 2019, as the case may be; (b) 201,610,432 Conversion Shares are allotted and issued upon conversion of all the Convertible Bonds; (c) the Conversion Price will be S\$0.25 with no adjustment; (d) the Net Proceeds from the issue of the Convertible Bonds will be approximately S\$49.4 million, after deducting estimated expenses incurred in connection with the Rights Issue of approximately S\$1.0 million; (e) there is no return earned from the Net Proceeds and no payment of interest on the Convertible Bonds; and (f) convertible bond liability is computed assuming no fair value adjustments relating to the Convertible Bonds, redemption option and conversion option. The calculation of EPS does not take into account any theoretical ex-rights adjustment factor.

3. Despite paragraph 1 of this Part, where –

(a) unaudited financial statements of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, the unaudited consolidated financial statements of the relevant entity or unaudited combined financial statements of the group, have been published in respect of the most recently completed financial year; and

(b) the audited financial statements for that year are unavailable,

the data mentioned in paragraph 1 of this Part in respect of the most recently completed financial year may be provided from such unaudited financial statements, if the directors or equivalent persons of the relevant entity include a statement in the offer information statement that to the best of their knowledge, they are not aware of any reason which could cause the unaudited financial statements to be significantly different from the audited financial statements for the most recently completed financial year.

Not applicable.

4. In respect of –

- (a) each financial year (being one of the 3 most recently completed financial years) for which financial statements have been published; and**
- (b) any subsequent period for which interim financial statements have been published,**

provide information regarding any significant factor, including any unusual or infrequent event or new development, which materially affected profit or loss before tax of the relevant entity or, if it is the holding company or holding entity of a group, of the group, and indicate the extent to which such profit or loss before tax of the relevant entity or the group, as the case may be, was so affected. Describe any other significant component of revenue or expenditure necessary to understand the profit or loss before tax for each of these financial periods.

FY2018 Compared with FY2017

Transactions with Vanke (the “Vanke Transactions”)

The Group announced on 10 August 2017 that it had executed and completed the definitive agreement with Vanke to incorporate BTAC, a 50:50 joint venture between the Group and Vanke, to consolidate ownership of the Group’s Banyan Tree-branded hotels and assets in China. BTAC in turn invested in and held a 40% stake in each of the Group’s operating companies incorporated in Singapore, namely BTSC and BTMC.

The Group has since deconsolidated certain entities and recognised the gain on the interest divested. In addition, the Group’s retained interest in these entities has been reclassified as investment in associates/joint ventures.

The results of the associates/joint ventures were equity accounted for by the Group from August 2017.

As announced by the Company on 2 April 2018, Vanke and the Group funded and acquired stakes of 93.3% and 6.7%, respectively in the China Fund. The China Fund was injected into BTAC at the end of March 2018. In recognition of the respective contributions from Vanke and the Group for the acquisition of the China Fund, the Group’s interest in BTAC was diluted from 50% to 22.8%. In addition, BTAC was reclassified from joint venture to associate following the dilution.

As announced by the Company on 21 November 2018, BTC entered into a share purchase agreement to sell 18.6% of shares in BTAC to Vanke. The Group’s interest in BTAC was reduced to 4.2% after the sale and BTAC ceased to be an associate of the Group.

Revenue

Revenue increased by S\$11.5 million or 4% from S\$317.5 million to S\$329.0 million for FY2018, mainly due to higher revenue from the Residences and Extended Stay segment, partially offset by lower revenue from the Hotel Investments and Fee-based segments.

Revenue from the Residences and Extended Stay segment¹ increased by S\$25.6 million or 50% from S\$51.4 million to S\$77.0 million in FY2018. The Group recognised revenue on the sale of 128 units in FY2018 as compared to 139 units in FY2017. Despite the lower number of units recognised in FY2018, the higher value of units recognised resulted in higher revenue as compared to FY2017.

¹ Formerly the Property Sales segment.

The Hotel Investments segment recorded revenue of S\$192.5 million in FY2018, a decrease of S\$9.0 million or 4% compared to S\$201.5 million in FY2017. The decrease in revenue was largely due to lower revenue from the Group's resorts in China, Maldives and Seychelles, partially offset by higher revenue from the Group's resorts in Indonesia due to increased room inventory during the year. For Maldives, the revenue decrease was largely due to a decline in arrivals from certain source markets and competition from new resorts. The Group stopped recognising revenue from its China hotels following the Vanke Transactions, and stopped consolidating results for Seychelles after the Group disposed of its entire portfolio of assets there in November 2018.

Revenue from the Fee-based segment decreased by S\$5.0 million or 8% from S\$64.6 million to S\$59.6 million in FY2018. This was mostly due to lower revenue from China as the Group stopped consolidating its China operations but receives licence fees following the Vanke Transactions. This was partially offset by higher hotel management fees from other markets.

Other Income

Other income decreased by S\$7.7 million or 15% from S\$50.9 million in FY2017 to S\$43.2 million in FY2018. This was mainly due to lower gains from the divestment of China entities under the Vanke Transactions and the absence of a one-off fair value gain on debentures. These were partially offset by the gain on disposal of assets in Seychelles.

Costs and Expenses

Cost of operating supplies decreased by S\$0.2 million or 1% from S\$25.3 million to S\$25.1 million for FY2018, in line with lower revenue from Spa/Gallery Operations.

Cost of properties sold increased by S\$17.6 million or 61% from S\$28.9 million to S\$46.5 million for FY2018, in line with higher property sales revenue recognised during the year.

Salaries and related expenses decreased by S\$11.9 million or 12% from S\$101.4 million to S\$89.5 million for FY2018, mainly due to lower headcounts following the Vanke Transactions and lower provision for bonuses and incentives.

Administrative expenses decreased by S\$13.4 million or 22% from S\$60.1 million to S\$46.7 million for FY2018. This was largely due to lower loss on disposal of property, plant and equipment and impairment loss of intangible assets that were recorded in FY2018, lower foreign exchange losses, lower provision for doubtful debts and write-back of provision for compensation to buyers of Allamanda Condominium after a settlement agreement was reached in FY2018.

Sales and marketing expenses increased by S\$3.6 million or 22% from S\$16.2 million to S\$19.8 million for FY2018, mainly due to higher expenses incurred for hotels and Residences and Extended Stay marketing coupled with higher property sales commission.

Other operating expenses increased by S\$3.2 million or 5% from S\$60.5 million to S\$63.7 million for FY2018, mainly due to higher utilities, higher reservation expenses, higher travel agent commissions and write-off for land purchase deposits.

Operating Profit

Operating Profit increased by S\$8.4 million or 11% from S\$74.7 million to S\$83.1 million for FY2018. This was largely attributable to higher revenue from the Residences and Extended Stay segment and lower operating cost and expenses as mentioned above. These were partially offset by a decrease in other income as FY2017 recorded a higher gain from the

divestment of the Group's China entities. Core Operating Profit increased by 17% from S\$38.8 million to S\$45.4 million. The one-off gains or losses in FY2018 relate to gains recorded from dilution of the Group's interest in BTAC (S\$25.2 million) and disposal of assets portfolio in Seychelles (S\$12.5 million). One-off gains or losses in FY2017 relate to gains recorded from divestment of the Group's entities in 2017 (S\$40.4 million), offset by one-off allowance for impairment loss on non-current prepayment, other receivables and intangible assets totalling S\$4.5 million.

Depreciation of Property, Plant and Equipment

Depreciation of property, plant and equipment decreased by S\$2.4 million or 11% from S\$22.5 million to S\$20.1 million for FY2018, mostly due to a reduction in property, plant and equipment following the Vanke Transactions and disposal of the Group's assets in Seychelles. These were partially offset by additions of new fixed assets and renovations by the Group's resorts.

Finance Costs

Finance costs increased by S\$20.9 million or 74% from S\$28.2 million to S\$49.1 million for FY2018, mainly due to loans taken to acquire additional shares in LRH in April 2018 and a one-off fair value adjustment of imputed interest for long-term receivables under an instalment arrangement. This accounting adjustment does not impact cash earnings, as it is a non-cash item.

Share of Results of Associates/Joint Ventures

In March 2018, the China Fund was injected into BTAC resulting in the dilution of the Group's interest in BTAC from 50% to 22.8%. In November 2018, the Group disposed of its 18.6% interest in BTAC and stopped accounting for it as an associate.

As a result, the Group's share of associates/joint ventures' net profit amounted to S\$10.5 million in FY2018. The higher share of net profit as compared to net losses the previous year was mainly due to share of one-off fair value adjustment of imputed income. Excluding this one-off adjustment, share of results of associates/joint ventures increased by S\$4.2 million due to the fair value gain from Indochina Fund and share of net profits from the associates in China.

Profit Before Taxation

As a result of the foregoing, profit before taxation was S\$25.0 million for FY2018 as compared to S\$22.7 million for FY2017.

FY2019 Compared with FY2018

Revenue

Revenue increased by S\$18.0 million or 5% from S\$329.0 million to S\$347.0 million for FY2019, mainly due to higher revenue from the Residences and Extended Stay segment, partially offset by lower revenue from the Hotel Investments and Fee-based segments.

Revenue from the Residences and Extended Stay segment increased by S\$37.2 million or 48% from S\$77.0 million to S\$114.2 million in FY2019. The Group recognised revenue on the sale of 226 units in FY2019 as compared to 128 units in FY2018.

The Hotel Investments segment recorded revenue of S\$173.7 million in FY2019, a decrease of S\$18.8 million or 10% compared to S\$192.5 million in FY2018. The decrease in revenue was largely due to the Group's resorts in Seychelles and Thailand, partially offset by higher revenue from the Group's resorts in Maldives and Indonesia. The Group stopped consolidating results for Seychelles after the Group disposed of its entire portfolio of assets there in November 2018. For Thailand, the revenue decreased mainly due to underperformance from Banyan Tree Phuket due to ongoing renovation work.

Revenue from the Fee-based segment decreased by S\$0.6 million or 1% from S\$59.6 million to S\$59.0 million in FY2019, mainly due to lower revenue from Spa/Gallery Operations.

Other Income

Other income decreased by S\$37.4 million or 87% from S\$43.2 million in FY2018 to S\$5.8 million in FY2019. This was mainly due to absence of gains from dilution of the Group's interest in BTAC and disposal of assets portfolio in Seychelles.

Costs and Expenses

Cost of operating supplies decreased by S\$1.1 million or 4% from S\$25.1 million to S\$24.0 million for FY2019, in line with lower revenue from Hotel Investments segment.

Cost of properties sold increased by S\$17.6 million or 38% from S\$46.5 million to S\$64.1 million for FY2019, in line with higher revenue from Residences and Extended Stay segment recognised during FY2019.

Salaries and related expenses decreased by S\$6.5 million or 7% from S\$89.5 million to S\$83.0 million for FY2019, mainly due to lower provision for bonuses and incentives.

Sales and marketing expenses decreased by S\$3.9 million or 20% from S\$19.8 million to S\$15.9 million for FY2019, mainly due to lower expenses incurred for hotels and residences and extended stay marketing.

Other operating expenses decreased by S\$3.2 million or 5% from S\$63.7 million to S\$60.5 million for FY2019, mainly due to absence of write-off for land purchase deposits incurred in FY2018 and lower reservation expenses, but partially offset by higher meeting and travelling expenses.

Impairment Loss/(Write-back of Impairment Loss) on Financial Assets

Impairment loss on financial assets increased by S\$6.1 million mainly due to provision for loss allowance of outstanding debts from BTAC in FY2019 as compared to write-back of impairment loss in FY2018 due to collection.

Operating Profit

Operating Profit decreased by S\$26.9 million or 32% from S\$83.1 million to S\$56.2 million for FY2019. This was largely attributable to lower other income and Operating Profit from the Hotel Investments segment. This was partially offset by higher Operating Profit from the Residences and Extended Stay and Fee-based segments. Core Operating Profit increased by 43% from S\$45.4 million to S\$65.1 million. The one-off items relate to gains recorded in FY2018 from dilution of the Group's interest in BTAC (S\$25.2 million), disposal of assets portfolio in Seychelles (S\$12.5 million) and one-off allowance for impairment loss in FY2019 of the Group's hotel in Morocco (S\$5.3 million) as well as trade receivables (S\$3.6 million).

Depreciation of Property, Plant and Equipment and Right-of-Use Assets

Depreciation of property, plant and equipment and right-of-use assets increased by S\$2.8 million or 14% from S\$20.1 million to S\$22.9 million for FY2019, mainly due to depreciation of right-of-use assets under SFRS(I) 16 since the adoption of this standard from 1 January 2019 and higher depreciation due to additions of fixed assets and renovations by the Group's resorts. The increase was partially offset by absence of depreciation for assets in Seychelles following the disposal in November 2018.

Finance Income

Finance income increased by S\$4.9 million or 179% from S\$2.8 million to S\$7.7 million for FY2019, largely due to progressive reversal of interest expenses following the fair value adjustment of imputed interest for long-term receivables under an instalments arrangement in FY2018, interest charged on outstanding debts from BTAC and higher funds placed in term deposits.

Finance Costs

Finance costs decreased by S\$22.3 million or 45% from S\$49.1 million to S\$26.8 million for FY2019, mainly due to lower interest on medium term notes as a total of S\$125.0 million were repaid upon maturity in June 2019 and absence of fair value adjustment of imputed interest for long-term receivables under an instalments arrangement in FY2018.

Share of Results of Associates/Joint Ventures

Share of associates/joint ventures' net profit decreased by S\$10.0 million as the Group recorded share of fair value adjustment of imputed income in FY2018 as compared to share of losses due to progressive reversal of such adjustment in FY2019. Excluding this accounting adjustment, share of results of associates/joint ventures decreased by S\$1.2 million mainly due to share of lower profit from Indochina Fund and the associates in China, partially offset by absence of share of BTAC's losses after it ceased to be an associate of the Group in November 2018.

Profit Before Taxation

As a result of the foregoing, profit before taxation was S\$14.0 million for FY2019 as compared to S\$25.0 million for FY2018.

Financial Position

5. **Provide selected data from the balance sheet of the relevant entity or, if it is the holding company or holding entity of a group, the group as at the end of –**
 - (a) **the most recently completed financial year for which audited financial statements have been published; or**
 - (b) **if interim financial statements have been published for any subsequent period, that period.**

Please see Appendix F to this Offer Information Statement for the audited consolidated balance sheet of the Group as at 31 December 2019.

6. The data mentioned in paragraph 5 of this Part must include the line items in the audited or interim balance sheet of the relevant entity or the group, as the case may be, and must in addition include the following items:

- (a) number of shares after any adjustment to reflect the sale of new securities or securities-based derivatives contracts;
- (b) net assets or liabilities per share;
- (c) net assets or liabilities per share after any adjustment to reflect the sale of new securities or securities-based derivatives contracts.

For illustrative purposes only, the following is an analysis of the financial effects of the Rights Issue on the NAV per Share.

	As at 31 December 2019
Number of Shares before the Rights Issue ⁽¹⁾	839,794,980
Add: Number of Conversion Shares to be issued assuming the conversion of all the Convertible Bonds	201,610,432
Number of Shares after the issue of the Conversion Shares	1,041,405,412
Net assets attributable to owners of the Company before the Rights Issue (S\$'000)	674,235
Net assets attributable to owners of the Company after the Rights Issue but before the conversion of any Convertible Bonds into Conversion Shares (S\$'000) ⁽²⁾	673,735
Net assets attributable to owners of the Company after the Rights Issue and the issue of the Conversion Shares (S\$'000) ⁽²⁾	723,638
NAV per Share before the Rights Issue (S\$)	0.803
NAV per Share after the Rights Issue and the issue of the Conversion Shares (S\$) ⁽²⁾	0.695

Notes:

- (1) Based on the number of Shares issued and outstanding as at 31 December 2019, and excludes 1,570,000 Shares that were held in treasury as at 31 December 2019.
- (2) Calculated on the assumption that: (a) the Rights Issue was completed and S\$50,402,608 in aggregate principal amount of Convertible Bonds were issued on 31 December 2019; (b) 201,610,432 Conversion Shares are allotted and issued upon conversion of all the Convertible Bonds; (c) the Conversion Price will be S\$0.25 with no adjustment; (d) the Net Proceeds from the issue of the Convertible Bonds will be approximately S\$49.4 million, after deducting estimated expenses incurred in connection with the Rights Issue of approximately S\$1.0 million; (e) there is no return earned from the Net Proceeds and no payment of interest on the Convertible Bonds; and (f) convertible bond liability is computed assuming no fair value adjustments relating to the Convertible Bonds, redemption option and conversion option. Does not take into account any theoretical ex-rights adjustment factor.

Liquidity and Capital Resources

7. Provide an evaluation of the material sources and amounts of cash flows from operating, investing and financing activities in respect of –

- (a) the most recently completed financial year for which financial statements have been published; and

- (b) if interim financial statements have been published for any subsequent period, that period.**

Please see Appendix G to this Offer Information Statement for the audited consolidated cash flow statements of the Group for FY2018 and FY2019.

For FY2019, net cash flows generated from operating activities was S\$0.5 million. This was mainly due to profit before taxation of S\$14.0 million and adjustments for non-cash items of S\$50.9 million, partially offset by net cash used in working capital of S\$35.3 million as a result of higher spending on construction projects, net interest paid of S\$20.1 million and tax paid of S\$8.6 million. Non-cash items relate mainly to depreciation and amortisation expenses of S\$23.7 million, net finance costs of S\$19.0 million, allowance for impairment loss on property, plant and equipment and financial assets of S\$9.8 million, net loss on disposal of property, plant and equipment and write-off of property, plant and equipment of S\$1.0 million and provision for employee benefits and share-based payment expenses of S\$1.0 million, but offset by net fair value gain on investment properties of S\$3.7 million and share of results of associates of S\$0.5 million.

Net cash flows used in investing activities was S\$50.7 million, mainly due to renovation of resorts, ongoing purchases of furniture, fittings and equipment by the Group's resorts for their operations and purchase of investment properties.

Net cash flows used in financing activities amounted to S\$27.2 million, mainly due to repayment of S\$125.0 million medium term notes upon maturity in June 2019, scheduled repayments of bank borrowings of S\$143.1 million and dividend paid to ordinary shareholders of the Company and non-controlling shareholders of a subsidiary of S\$21.5 million. This was partially offset by additional bank borrowings of S\$265.1 million.

- 8. Provide a statement by the directors or equivalent persons of the relevant entity as to whether, in their reasonable opinion, the working capital available to the relevant entity or, if it is the holding company or holding entity of a group, to the group, as at the date of lodgment of the offer information statement, is sufficient for at least the next 12 months and, if insufficient, how the additional working capital considered by the directors or equivalent persons to be necessary is proposed to be provided. When ascertaining whether working capital is sufficient, any financing facilities which are not available as at the date of lodgment of the prospectus must not be included, but net proceeds from the offer may be taken into account if the offer is fully underwritten. Where the offer is not fully underwritten, minimum net proceeds may be included only if it is an express condition of the offer that minimum net proceeds are to be raised and that the application monies will be returned to investors if the minimum net proceeds are not raised.**

In the reasonable opinion of the Directors, after taking into consideration the present bank facilities and operating cash flows of the Group as well as the Irrevocable Undertakings and the Net Proceeds, and barring any unforeseen circumstances, the working capital available to the Group as at the date of lodgement of this Offer Information Statement is sufficient for at least the next 12 months.

- 9. If the relevant entity or any other entity in the group is in breach of any of the terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect the relevant entity's financial position and results or business operations, or the investments by holders of securities or securities-based derivatives contracts in the relevant entity, provide –**

- (a) a statement of that fact;**

- (b) details of the credit arrangement or bank loan; and**
- (c) any action taken or to be taken by the relevant entity or other entity in the group, as the case may be, to rectify the situation (including the status of any restructuring negotiations or agreement, if applicable).**

As at the Latest Practicable Date, to the best of the Directors' knowledge, none of the entities in the Group is in breach of any of the terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect the Company's financial position and results or business operations, or the investments by holders of securities or securities-based derivatives contracts in the Company.

Trend Information and Profit Forecast or Profit Estimate

10. Discuss –

- (a) the business and financial prospects of the relevant entity or, if it is the holding company or holding entity of a group, the group, for the next 12 months from the latest practicable date; and**
- (b) any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on net sales or revenues, profitability, liquidity or capital resources for at least the current financial year, or that may cause financial information disclosed in the offer information statement to be not necessarily indicative of the future operating results or financial condition. If there are no such trends, uncertainties, demands, commitments or events, provide an appropriate statement to that effect.**

Business and Financial Prospects of the Group for the Next 12 Months from the Latest Practicable Date

The discussion on the business and financial prospects of the Group set out below may contain forward-looking statements which involve certain risks and uncertainties. Please refer to the section titled "Cautionary Note on Forward-Looking Statements" of this Offer Information Statement for further details.

Since January 2020, the COVID-19 pandemic has caused substantial disruption in international economies and markets, which has intensified in recent months. Government travel advisories, lockdowns, corporate travel restrictions and airline travel cancellations have affected and continue to affect the global economy and the aviation and hotel industries have been hit particularly hard.

The worsening environment for the hotel industry amid the COVID-19 pandemic has affected demand at the Group's hotels and the Group is experiencing cancellations, as well as a decline in forward bookings and transient business. These cancellations and reduced bookings are part of an industry-wide trend and are likely to continue in the near term in response to government travel advisories, lockdowns, increased corporate travel restrictions and significant flight cancellations.

The COVID-19 pandemic is ongoing and the actual extent of the outbreak and its impact on the global economy remains uncertain. It is unclear when the Group will be able to resume normal business operations given the uncertainties in respect of the duration of border controls and travel and movement restrictions and the longer-term effects of the COVID-19 pandemic on the Group's business.

As a result of the COVID-19 pandemic, companies all over the world are facing a liquidity crunch and are raising cash or are in the process of raising cash to withstand the increasing uncertainties of the future.

As set out in the 14 May Announcement, in light of the ongoing COVID-19 pandemic, the Company is currently embarking on three types of cash conservation measures, as follows: (a) reducing operating expenses through an unpaid leave programme for associates, wage and hiring freezes, minimisation of utilities consumption and deferment of spending on operating costs, among others; (b) cessation or suspension of non-critical capital expenditure; and (c) discussion with its bankers on moratorium of principal and interest repayments. The Company estimates savings of approximately S\$70 million for FY2020 from the foregoing cash conservation measures.

The Company had also in April 2020 obtained a short term \$30.0 million revolving credit bank facility to facilitate cash flow timing differences of working capital needs of the Company.

Further to the above, as announced by the Company on 5 June 2020, as part of a series of ongoing exercises aimed at cost saving as well as continued operational efficiency, the Company is undergoing right-sizing and restructuring in order to adapt to the post COVID-19 industry outlook. The measures taken have affected approximately 10 to 15% of the Company's global workforce. These measures are aimed not only at short term savings but also continued efficiency and flexibility, to enable the Company to continue to operate effectively into the future while ensuring that the Company's ability to respond to market demand at any time is not compromised.

In addition, the board of Directors has voluntarily committed to a 15% reduction in the cash fee component of their directors' fees for FY2019 as a show of solidarity.

In the interest of providing relevant and timely information to Shareholders in the context of the Rights Issue, the Company had also disclosed in the 14 May Announcement summary headline Group unaudited financials for 1Q2020 as follows:

	1Q2019 (S\$ million)	1Q2020 (S\$ million)	Change (%)
Revenue	81.2	64.4	(21%)
Operating Profit ⁽¹⁾	21.5	8.7	(60%)
PATMI	5.2	(3.4)	N/A

Note:

(1) For 1Q2019 and 1Q2020, Operating Profit was similar to Core Operating Profit.

The Company's commentary thereon follows:

- Revenue has decreased by 21% from S\$81.2 million in 1Q2019 to S\$64.4 million in 1Q2020. Operating Profit has decreased by 60% from S\$21.5 million in 1Q2019 to S\$8.7 million in 1Q2020.
- PATMI is a loss of S\$3.4 million in 1Q2020 as compared to a profit of S\$5.2 million in 1Q2019.
- The decrease in revenue was due mainly to the Hotel Investments segment, which recorded a decrease in revenue of 22% from the same period in 2019. Due to the COVID-19 pandemic, occupancy for the Hotel Investments segment had decreased from 76% in 1Q2019 to 54% in 1Q2020 and RevPAR had decreased from S\$232 to S\$175.

- Notwithstanding the cost saving measures adopted by the Group, the decrease in revenue had a flow-through impact on the Operating Profit and PATMI of the Group. In addition, there was a foreign exchange loss of S\$0.7 million in 1Q2020 as compared to a foreign exchange gain of S\$1.9 million in 1Q2019.
- The net asset value of the Group as at 31 March 2020 was S\$731.6 million, representing a decrease of 2% from S\$747.4 million as at 31 December 2019. Total assets as at 31 March 2020 was S\$1,710.9 million (31 December 2019: S\$1,743.9 million), which included cash and cash equivalents of S\$117.1 million (31 December 2019: S\$130.8 million), and total liabilities as at 31 March 2020 was S\$979.3 million (31 December 2019: S\$996.5 million).

A further Trading Update was also announced on 23 June 2020. The full text of the Trading Update is set out in the section titled “Trading Update” of this Offer Information Statement.

As disclosed in the Trading Update, the Group’s Hotel Investments segment, which mainly comprises the Group’s owned hotels in Thailand and the Maldives, recorded significantly lower occupancies in April and May compared to the same period in 2019. For the five months ended 31 May 2020, occupancy and RevPAR for the Group’s owned hotels in Thailand were 36% and S\$106 respectively, a decrease of 39 percentage points and 42% respectively compared to the same period in 2019. For the Group’s owned hotels in the Maldives, occupancy and RevPAR were 36% and S\$215 respectively, a decrease of 31 percentage points and 42% respectively compared to the same period in 2019. Consequently, overall occupancy for the Group’s Hotel Investments segment decreased from 69% for the five months ended 31 May 2019 to 34% for the five months ended 31 May 2020, and RevPAR decreased from S\$187 to S\$108.

In Thailand, a ban on international flights and the state of emergency first declared by the Thai government in March 2020 have recently been extended till end June. In the Maldives, while the government has announced plans to reopen its borders sometime in July, it remains unclear what health and safety protocols will be in place and how such protocols, if any, could affect the Group’s hotel business. As a result, the Group expects its operating performance for the half year ending 30 June 2020 to be adversely affected and, consequently, the Group expects to report a net loss for the half year ending 30 June 2020.

The high level of uncertainty associated with the COVID-19 pandemic makes it difficult to predict how long adverse conditions will persist and the extent to which the Group may eventually be affected. The Company is still assessing the impact of the COVID-19 pandemic on the operating results and financial position of the Group for FY2020. However, it expects to show an operating loss for FY2020. The Company will continue to monitor the evolving situation and will make the appropriate announcement(s) as and when there are material developments on this matter.

Until there is clarity on the duration, severity and consequences of the COVID-19 pandemic, the Group will continue to pursue steps to reduce costs, conserve cash and diversify its sources of funding to strengthen its balance sheet. The Group is also proactively reviewing all aspects of its operations, including its sales and marketing programme, to ensure that the Group will be ready to meet demand when air travel returns to normal and borders are reopened in each of the countries where it operates.

Trends, Uncertainties, Demands, Commitments or Events

Certain factors or risks which could materially affect the Group's business, financial position and/or results of operations of the Group are set out in the section titled "Risk Factors" of this Offer Information Statement. In particular, the ongoing COVID-19 pandemic has and may continue to materially adversely affect the Group's operating results and financial position. See the risk factor titled "The Group's operations may be adversely affected by the outbreak of infectious diseases, including in particular the ongoing COVID-19 pandemic, or other serious public health concerns and natural disasters".

The risk factors set out in the section titled "Risk Factors" of this Offer Information Statement are only summaries of certain risks that the Group faces and are not intended to be exhaustive. There may be additional risks not presently known to the Group or that the Group may currently deem immaterial, which could affect its operations, possibly materially.

Save as disclosed above, in the sections titled "Risk Factors" and "Trading Update" of this Offer Information Statement and elsewhere in this Offer Information Statement, the Company is not aware of any trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Group's net sales or revenues, profitability, liquidity or capital resources for the current financial year, or that would cause financial information disclosed in this Offer Information Statement to be not necessarily indicative of the future operating results or financial condition of the Group.

- 11. Where a profit forecast is disclosed, state the extent to which projected sales or revenues are based on secured contracts or orders, and the reasons for expecting to achieve the projected sales or revenues and profit, and discuss the impact of any likely change in business and operating conditions on the forecast.**

Not applicable. No profit forecast is disclosed in this Offer Information Statement.

- 12. Where a profit forecast or profit estimate is disclosed, state all principal assumptions, if any, upon which the directors or equivalent persons of the relevant entity have based their profit forecast or profit estimate, as the case may be.**

Not applicable. No profit forecast or profit estimate is disclosed in this Offer Information Statement.

- 13. Where a profit forecast is disclosed, include a statement by an auditor of the relevant entity as to whether the profit forecast is properly prepared on the basis of the assumptions mentioned in paragraph 12 of this Part, is consistent with the accounting policies adopted by the relevant entity, and is presented in accordance with the accounting standards adopted by the relevant entity in the preparation of its financial statements.**

Not applicable. No profit forecast is disclosed in this Offer Information Statement.

- 14. Where the profit forecast disclosed is in respect of a period ending on a date not later than the end of the current financial year of the relevant entity, provide in addition to the statement mentioned in paragraph 13 of this Part –**

- (a) a statement by the issue manager to the offer, or by any other person whose profession or reputation gives authority to the statement made by that person, that the profit forecast has been stated by the directors or equivalent persons of the relevant entity after due and careful enquiry and consideration; or**

- (b) a statement by an auditor of the relevant entity, prepared on the basis of the auditor's examination of the evidence supporting the assumptions mentioned in paragraph 12 of this Part and in accordance with the Singapore Standards on Auditing or such other auditing standards as may be approved in any particular case by the Authority to the effect that no matter has come to the auditor's attention which gives the auditor reason to believe that the assumptions do not provide reasonable grounds for the profit forecast.

Not applicable. No profit forecast is disclosed in this Offer Information Statement.

15. Where the profit forecast disclosed is in respect of a period ending on a date after the end of the current financial year of the relevant entity, provide in addition to the statement mentioned in paragraph 13 of this Part –

- (a) a statement by the issue manager to the offer, or by any other person whose profession or reputation gives authority to the statement made by that person, prepared on the basis of an examination by that issue manager or person of the evidence supporting the assumptions mentioned in paragraph 12 of this Part, to the effect that no matter has come to the attention of that issue manager or person which gives that issue manager or person reason to believe that the assumptions do not provide reasonable grounds for the profit forecast; or
- (b) a statement by an auditor of the relevant entity, prepared on the basis of the auditor's examination of the evidence supporting the assumptions mentioned in paragraph 12 of this Part and in accordance with the Singapore Standards on Auditing or such other auditing standards as may be approved in any particular case by the Authority to the effect that no matter has come to the auditor's attention which gives the auditor reason to believe that the assumptions do not provide reasonable grounds for the profit forecast.

Not applicable. No profit forecast is disclosed in this Offer Information Statement.

Significant Changes

16. Disclose any event that has occurred from the end of –

- (a) the most recently completed financial year for which financial statements have been published; or
- (b) if interim financial statements have been published for any subsequent period, that period,

to the latest practicable date which may have a material effect on the financial position and results of the relevant entity or, if it is the holding company or holding entity of a group, the group, or, if there is no such event, provide an appropriate statement to that effect.

Save as disclosed in paragraph 10 of this Part, the sections titled "Risk Factors" and "Trading Update" of this Offer Information Statement and elsewhere in this Offer Information Statement, the Company is not aware of any event that has occurred from 1 January 2020 to the Latest Practicable Date which may have a material effect on the financial position and results of the Group.

Meaning of “published”

17. In this Part, “published” includes publication in a prospectus, in an annual report or on the SGXNET.

Noted.

PART 6 – THE OFFER AND LISTING

Offer and Listing Details

1. **Indicate the price at which the securities or securities-based derivatives contracts are being offered and the amount of any expense specifically charged to the subscriber or purchaser. If it is not possible to state the offer price at the date of lodgment of the offer information statement, state the method by which the offer price is to be determined and explain how the relevant entity will inform investors of the final offer price.**

The Issue Price is 100 per cent. of the principal amount of the Convertible Bonds at S\$1.00 for each Convertible Bond, payable in full upon acceptance and/or application. For the avoidance of doubt, no further cash outlay will be required from Bondholders for the conversion of the Convertible Bonds into Conversion Shares.

Subject to adjustments in accordance with the Terms and Conditions, the price at which the Convertible Bonds will be converted into Conversion Shares shall be S\$0.25 per Conversion Share.

The expenses incurred by the Company in carrying out the Rights Issue will not be specifically charged by the Company to the Entitled Shareholders or their renounees for subscribing for or accepting (as the case may be) the Convertible Bonds.

2. **If there is no established market for the securities or securities-based derivatives contracts being offered, provide information regarding the manner of determining the offer price, the exercise price or conversion price, if any, including the person who establishes the price or is responsible for the determination of the price, the various factors considered in such determination and the parameters or elements used as a basis for determining the price.**

See paragraph 1 of this Part for the Issue Price and the Conversion Price.

There is no established market for the Convertible Bonds. Approval in-principle has been obtained from SGX-ST for the listing and quotation of the Convertible Bonds and the Conversion Shares on the Main Board of SGX-ST, subject to, among others, there being a sufficient spread of holdings of the Convertible Bonds to provide for an orderly market in the Convertible Bonds.

The initial Conversion Price of S\$0.25 represents a discount of approximately 5.7% to the closing price of S\$0.265 per Share quoted on SGX-ST on 14 May 2020, being the last Market Day on which trades were done in the Shares prior to the 14 May Announcement. The Issue Price and the Conversion Price were determined by the Directors after taking into account the prevailing market price of the Shares and the size and terms of the issue.

3. If –

- (a) any of the relevant entity's shareholders or equity interest-holders have pre-emptive rights to subscribe for or purchase the securities or securities-based derivatives contracts being offered; and**
- (b) the exercise of the rights by the shareholder or equity interest-holder is restricted, withdrawn or waived,**

indicate the reasons for such restriction, withdrawal or waiver, the beneficiary of such restriction, withdrawal or waiver, if any, and the basis for the offer price.

Not applicable. There are no pre-emptive rights to subscribe for or purchase the securities being offered.

4. If securities or securities-based derivatives contracts of the same class as those securities or securities-based derivatives contracts being offered are listed for quotation on any approved exchange –

- (a) in a case where the firstmentioned securities or securities-based derivatives contracts have been listed for quotation on the approved exchange for at least 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the firstmentioned securities or securities-based derivatives contracts –**
 - (i) for each of the 12 calendar months immediately preceding the calendar month in which the latest practicable date falls; and**
 - (ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date; or**

The Convertible Bonds are a new issue of securities with no established trading market. The Convertible Bonds are convertible into Conversion Shares. The highest and lowest market prices and volume of the Shares traded on SGX-ST for each of the last 12 calendar months immediately preceding the Latest Practicable Date and for the period from 1 July 2020 to the Latest Practicable Date are as follows:

Month	Price Range		Volume of Shares Traded⁽³⁾
	High⁽¹⁾	Low⁽²⁾	
	(S\$)	(S\$)	('000)
July 2019	0.485	0.475	1,414
August 2019	0.485	0.445	2,602
September 2019	0.495	0.460	3,120
October 2019	0.460	0.440	593
November 2019	0.445	0.400	2,409
December 2019	0.430	0.400	1,402
January 2020	0.440	0.395	1,775
February 2020	0.400	0.350	1,121
March 2020	0.370	0.245	2,460
April 2020	0.285	0.255	1,211

Month	Price Range		Volume of Shares Traded ⁽³⁾
	High ⁽¹⁾	Low ⁽²⁾	
	(S\$)	(S\$)	('000)
May 2020	0.270	0.235	3,211
June 2020	0.265	0.240	6,218
1 July 2020 to the Latest Practicable Date	0.250	0.245	22

Source: Bloomberg L.P.

Bloomberg L.P. has not provided its consent, for the purposes of Sections 249 and 277 of the SFA, to the inclusion of the information above and is thereby not liable for such information under Sections 253 and 254 of the SFA. While the Company and the Sole Manager have taken reasonable actions to ensure that the above information has been reproduced in its proper form and context, neither the Company, the Sole Manager nor any other party has conducted an independent review of the information nor verified the accuracy of the contents of the information.

Notes:

- (1) Based on the highest closing price for the Shares in a particular month/period.
- (2) Based on the lowest closing price for the Shares in a particular month/period.
- (3) Based on the total volume of the Shares traded in a particular month/period.

(b) in a case where the firstmentioned securities or securities-based derivatives contracts have been listed for quotation on the approved exchange for less than 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the firstmentioned securities or securities-based derivatives contracts –

- (i) for each calendar month immediately preceding the calendar month in which the latest practicable date falls; and**
- (ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date;**

Not applicable.

(c) disclose any significant trading suspension that has occurred on the approved exchange during the 3 years immediately preceding the latest practicable date or, if the securities or securities-based derivatives contracts have been listed for quotation for less than 3 years, during the period from the date on which the securities or securities-based derivatives contracts were first listed to the latest practicable date; and

The Convertible Bonds are a new issue of securities with no established trading market.

There has been no significant trading suspension of the Shares on SGX-ST during the three (3) years immediately preceding the Latest Practicable Date.

(d) disclose information on any lack of liquidity, if the securities or securities-based derivatives contracts are not regularly traded on the approved exchange.

Not applicable. Please refer to paragraph 4(a) of this Part for the volume of Shares traded on SGX-ST for each of the last 12 calendar months immediately preceding the Latest Practicable Date and for the period from 1 July 2020 to the Latest Practicable Date.

5. Where the securities or securities-based derivatives contracts being offered are not identical to the securities or securities-based derivatives contracts already issued by the relevant entity, provide –

- (a) a statement of the rights, preferences and restrictions attached to the securities or securities-based derivatives contracts being offered; and
- (b) an indication of the resolutions, authorisations and approvals by virtue of which the entity may create or issue further securities or securities-based derivatives contracts, to rank in priority to or equally with the securities or securities-based derivatives contracts being offered.

Please refer to the Terms and Conditions set out in Appendix A to this Offer Information Statement for further details.

Status of the Convertible Bonds

The Convertible Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 4 of the Terms and Conditions) unsecured obligations of the Company. The Convertible Bonds shall at all times rank *pari passu* and rateably without any preference or priority among themselves, and shall (subject to Condition 4 of the Terms and Conditions) rank *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Company from time to time outstanding.

Status of the Conversion Shares

The Conversion Shares will, upon allotment and issue, rank *pari passu* in all respects with the existing issued Shares as of the date the relevant Shares are credited to the relevant holder's account with CDP or he is registered as such in the register of members of the Company ("**Registration Date**"), save for any dividends, rights, allotments or other distributions for which the record date precedes the relevant Registration Date of the Convertible Bonds, subject to the Terms and Conditions.

Resolutions, Authorisations and Approvals

Shareholders had, by ordinary resolution passed at the annual general meeting of the Company held on 6 May 2020 (referred to in this paragraph as the "**Resolution**"), given to the Directors authority, pursuant to Section 161 of the Companies Act, to:

- (a) (i) issue Shares in the capital of the Company whether by way of rights, bonus or otherwise; and/or
- (ii) make or grant offers, agreements or options (collectively referred to in this paragraph as "**Instruments**") that might or would require Shares to be issued, including but not limited to the creation and issue of (as well as adjustments to) securities, warrants, debentures or other instruments convertible into Shares, at any time and upon such terms and conditions and for such purposes and to such persons as the Directors may in their absolute discretion deem fit; and
- (b) (notwithstanding the authority conferred by the Resolution may have ceased to be in force) issue Shares in pursuance of any Instrument made or granted by the Directors while the Resolution was in force,

provided that:

- (1) the aggregate number of Shares to be issued pursuant to the Resolution (including Shares to be issued in pursuance of Instruments made or granted pursuant to the Resolution) shall not exceed 50% of the total number of issued Shares (excluding treasury Shares and subsidiary holdings) (as calculated in accordance with sub-paragraph (2) below), of which the aggregate number of Shares to be issued other than on a *pro rata* basis to shareholders of the Company (including Shares to be issued in pursuance of Instruments made or granted pursuant to the Resolution) shall not exceed 20% of the total number of issued Shares (excluding treasury Shares and subsidiary holdings) (as calculated in accordance with sub-paragraph (2) below);
- (2) (subject to such manner of calculation as may be prescribed by SGX-ST for the purpose of determining the aggregate number of Shares that may be issued under sub-paragraph (1) above, the total number of issued Shares (excluding treasury Shares and subsidiary holdings) shall be based on the total number of issued Shares (excluding treasury Shares and subsidiary holdings) at the time the Resolution is passed, after adjusting for:
 - (i) any new Shares arising from the conversion or exercise of any convertible securities or Share options or vesting of Share awards which are outstanding or subsisting at the time the Resolution is passed; and
 - (ii) any subsequent bonus issue, consolidation or sub-division of Shares;
- (3) in exercising the authority conferred by the Resolution, the Company shall comply with the requirements imposed by SGX-ST from time to time and the provisions of the Listing Manual for the time being in force (in each case, unless such compliance has been waived by SGX-ST), all applicable legal requirements under the Companies Act and otherwise, and the Constitution for the time being of the Company; and
- (4) (unless revoked or varied by the Company in general meeting) the authority conferred by the Resolution shall continue in force until the conclusion of the next annual general meeting of the Company or the date by which the next annual general meeting of the Company is required by law to be held, whichever is the earlier.

Plan of Distribution

6. **Indicate the amount, and outline briefly the plan of distribution, of the securities or securities-based derivatives contracts that are to be offered otherwise than through underwriters. If the securities or securities-based derivatives contracts are to be offered through the selling efforts of any broker or dealer, describe the plan of distribution and the terms of any agreement or understanding with such entities. If known, identify each broker or dealer that will participate in the offer and state the amount to be offered through each broker or dealer.**

Basis of Allotment

The Rights Issue is made on a renounceable basis to Entitled Shareholders on the basis of six (6) Convertible Bonds for every 100 existing Shares held by Entitled Shareholders as at the Record Date, fractional entitlements to be disregarded. Based on the issued share capital of the Company as at the Latest Practicable Date of 840,043,480 Shares (excluding treasury Shares), S\$50,402,608 in aggregate principal amount of Convertible Bonds will be issued.

The Convertible Bonds are payable in full upon acceptance and/or application.

Entitled Shareholders

Entitled Shareholders will be allotted Nil-Paid Rights on the basis of their shareholdings as at the Record Date. They will be at liberty to accept (in full or in part) or decline their Nil-Paid Rights, and are eligible to apply for Excess Convertible Bonds. Further, Entitled Shareholders will be at liberty to renounce or, in the case of Entitled Depositors only, trade on SGX-ST under the book-entry (scripless) settlement system (during the Nil-Paid Rights trading period prescribed by SGX-ST) their Nil-Paid Rights.

Fractional entitlements to the Convertible Bonds will be disregarded in arriving at the provisional entitlements of Entitled Shareholders. Such fractional entitlements will be aggregated and, together with any unsold provisional allotments of Convertible Bonds of Foreign Shareholders and provisional allotments of Convertible Bonds which are not allotted or taken up for any other reason, be used to satisfy applications for Excess Convertible Bonds (if any) or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interest of the Company.

In the allotment of Excess Convertible Bonds, preference will be given to the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights Issue, or have representation (direct or through a nominee) on the board of Directors of the Company, will rank last in priority for the rounding of odd lots and allotment of Excess Convertible Bonds.

As there may be prohibitions or restrictions against the offering of the Nil-Paid Rights and the Convertible Bonds in certain jurisdictions, only Entitled Shareholders are eligible to participate in the Rights Issue. Please refer to the sections titled “Eligibility of Shareholders to Participate in the Rights Issue” and “Offering, Selling and Transfer Restrictions” of this Offer Information Statement for further details.

- 7. Provide a summary of the features of the underwriting relationship together with the amount of securities or securities-based derivatives contracts being underwritten by each underwriter.**

Underwriting

The Rights Issue is not underwritten by any financial institution.

Irrevocable Undertakings

Subject to the conditions of their respective Irrevocable Undertakings, the Undertaking Shareholders have, in aggregate, agreed to subscribe and pay in full and/or procure the subscription and payment in full for up to S\$50,402,608 in aggregate principal amount of Convertible Bonds, representing 100% of the total number of Convertible Bonds. Please refer to paragraph 1(f) of Part 10 (Additional Information Required for Offer of Securities or Securities-based Derivatives Contracts by Way of Rights Issue) of this section for further details.

PART 7 – ADDITIONAL INFORMATION

Statements by Experts

- 1. Where a statement or report attributed to a person as an expert is included in the offer information statement, provide such person's name, address and qualifications.**

Not applicable. No statement or report made by an expert is included in this Offer Information Statement.

- 2. Where the offer information statement contains any statement (including what purports to be a copy of, or extract from, a report, memorandum or valuation) made by an expert –**

- (a) state the date on which the statement was made;**
- (b) state whether or not it was prepared by the expert for the purpose of incorporation in the offer information statement; and**
- (c) include a statement that the expert has given, and has not withdrawn, his or her written consent to the issue of the offer information statement with the inclusion of the statement in the form and context in which it is included in the offer information statement.**

Not applicable. No statement or report made by an expert is included in this Offer Information Statement.

- 3. The information mentioned in paragraphs 1 and 2 of this Part need not be provided in the offer information statement if the statement attributed to the expert is a statement to which the exemption under regulation 33(2) applies.**

Not applicable. No statement or report made by an expert is included in this Offer Information Statement.

Consents from Issue Managers and Underwriters

- 4. Where a person is named in the offer information statement as the issue manager or underwriter (but not a sub-underwriter) to the offer, include a statement that the person has given, and has not withdrawn, his or her written consent to being named in the offer information statement as the issue manager or underwriter, as the case may be, to the offer.**

The Sole Manager has given and has not, before the lodgement of this Offer Information Statement with the Authority, withdrawn its written consent to being named in this Offer Information Statement as the Sole Manager.

Other Matters

- 5. Include particulars of any other matters not disclosed under any other paragraph of this Schedule which could materially affect, directly or indirectly –**

- (a) the relevant entity's business operations or financial position or results; or**

- (b) investments by holders of securities or securities-based derivatives contracts in the relevant entity.**

Save as disclosed in this Offer Information Statement, the Company is not aware of any other matters which could materially affect, directly or indirectly, the Company's business operations or financial position or results, or investments by holders of securities or securities-based derivatives contracts in the Group.

PART 8 – ADDITIONAL INFORMATION REQUIRED FOR OFFER OF DEBENTURES OR UNITS OF DEBENTURES

Guarantor Entity, Advisers and Agents

- 1. Provide the name and address of each paying agent of the relevant entity.**

Please refer to paragraph 3 of Part 2 (Identity of Directors, Advisers and Agents) of this section.

- 2. In the case of a guaranteed debenture issue, provide –**

- (a) the name and address of the guarantor entity; and**
- (b) the names and addresses of each of the directors or equivalent persons of the guarantor entity.**

Not applicable.

- 3. Provide the name and address of the trustee, fiscal agent or any other representative for the debenture holders, and the main terms of the document governing such trusteeship or representation, including provisions concerning the functions, rights and obligations of the trustee, fiscal agent or representative. Disclose any conditions precedent or other requirements that are to be satisfied before the trustee, fiscal agent or representative will –**

- (a) enforce a lien against the property of the relevant entity;**
- (b) act on behalf of the debenture holders; or**
- (c) take any action at the request of the debenture holders.**

Please refer to paragraph 3 of Part 2 (Identity of Directors, Advisers and Agents) of this section for the name and address of the Trustee.

Trust Deed

The Convertible Bonds will be constituted by the Trust Deed to be entered into between the Company, as issuer, and Madison Pacific Pte. Limited, as trustee for the Bondholders. The Trustee has agreed to act as trustee of the Trust Deed for the benefit of the Bondholders on the terms and subject to the conditions contained in the Trust Deed and the Convertible Bonds. The rights and interests of the Bondholders will be contained in the Trust Deed.

The Trust Deed will provide for the Trustee to take action on behalf of the Bondholders in certain circumstances, subject to the Trustee being indemnified, secured and/or pre-funded to its satisfaction. In particular, subject to the terms of the Trust Deed and Condition 10 of the Terms and Conditions, at any time after the Convertible Bonds shall have become due and payable pursuant to Condition 10(A) of the Terms and Conditions, the Trustee may, without further notice to the Company or the Bondholders, institute such proceedings against the Company as it may think fit to enforce repayment of the Convertible Bonds or to enforce the provisions of the Trust Deed or the Convertible Bonds.

The Trustee shall not be bound to take any steps (including, without limitation, giving notice that the Convertible Bonds are due and repayable in accordance with Condition 10(A) of the Terms and Conditions) to enforce the performance by the Company of any of the provisions of the Trust Deed or the Convertible Bonds unless (i) it shall have been so requested in writing by the Bondholders of not less than 25 per cent. in principal amount of the Convertible Bonds outstanding or if so directed by an Extraordinary Resolution (as defined in the Trust Deed) and (ii) it shall have been indemnified, secured and/or pre-funded to its satisfaction against all actions, proceedings, claims, demands and liabilities to which it may thereby become liable and all costs, charges, damages and expenses which may be incurred by it in connection therewith.

The Trustee may in relation to the Trust Deed act (or refrain from acting) and rely conclusively on the opinion, advice, report or certificate of, or any information obtained from, any lawyer, valuer, banker, financial adviser, securities company, broker, accountant, auditor, surveyor, auctioneer or other expert in Singapore or elsewhere whether obtained by the Trustee, the Company, any subsidiary of the Company or otherwise, and, shall not be responsible for any loss occasioned by so acting (or refraining from acting).

The Trust Deed will also provide that the Trustee shall not be bound to make any enquiry or to take any steps to ascertain whether any Event of Default or Potential Event of Default (each as defined in the Trust Deed) has occurred and, until it shall have express written notice to the contrary, the Trustee shall be entitled to assume without enquiry (it being the intention that it should assume without enquiry), and shall not be liable for assuming that no such event has happened and that the Company is performing all its obligations under the Trust Deed and the Convertible Bonds. In particular, the Trustee shall not be required to monitor the financial performance of the Company or to ensure the compliance by the Company of its obligations contained under the Trust Deed and the Convertible Bonds and will not be responsible or liable to any person for failing to do so.

The Trust Deed will be governed by, and construed in accordance with, the laws of Singapore.

The other functions, rights and obligations of the Trustee will be set out in the Trust Deed.

CDP Application Form and Deed of Covenant

CDP will be appointed to act as depository for the Convertible Bonds on the terms and conditions of the CDP Application Form and the Deed of Covenant. So long as the Convertible Bonds are held by or on behalf of CDP, transactions in the Convertible Bonds can only be cleared and settled on a book-entry basis through the computerised system operated by CDP.

The Terms and Conditions of the Convertible Bonds are set out in Appendix A to this Offer Information Statement.

Copies of the Trust Deed, the CDP Application Form and the Deed of Covenant will be available for inspection at the principal office of the Trustee and the specified office of the Principal Agent from the date of the issue of the Convertible Bonds, in accordance with the Terms and Conditions of the Convertible Bonds.

4. **If, in the reasonable opinion of the directors or equivalent persons, the trustee or representative for the debenture holders has a material relationship with the relevant entity which could cause a conflict to arise between the trustee's or representative's interest as a trustee or representative for the debenture holders and the trustee's or representative's other interests, describe the nature and terms of such relationship and explain why the directors or equivalent persons of the relevant entity still consider the appointment to be appropriate.**

In the reasonable opinion of the Directors, the Trustee does not have a material relationship with the Company which could cause a conflict to arise between the Trustee's interest as a trustee for the Bondholders and the Trustee's other interests.

Offer Statistics

5. **State –**

- (a) **where the amount of subscriptions that are being sought is fixed at the date of lodgment of the offer information statement –**
 - (i) **that amount; and**
 - (ii) **where applicable, that that amount may be reduced and how and when the relevant entity will inform investors of the final amount of subscriptions sought;**
- (b) **where the amount of subscriptions that are being sought is not fixed at the date of lodgment of the offer information statement –**
 - (i) **the range of that amount; and**
 - (ii) **how and when the relevant entity will inform investors of the final amount of subscriptions sought;**
- (c) **the nature and denomination of the debentures or units of debentures, as the case may be, being offered;**
- (d) **where the number of debentures or units of debentures being offered is fixed at the date of lodgment of the offer information statement –**
 - (i) **that number; and**
 - (ii) **where applicable, that that number may be reduced, and how and when the relevant entity will inform investors of the final number of debentures or units of the debentures, as the case may be, offered;**

- (e) where the number of debentures or units of debentures being offered is not fixed at the date of lodgment of the offer information statement –**
 - (i) the range of that number; and**
 - (ii) how and when the relevant entity will inform investors of the final number of debentures or units of debentures, as the case may be, offered;**
- (f) where the debentures or units of debentures, as the case may be, are offered at a discount or premium, the face value of the debentures or units of debentures being offered and the discount or premium; and**
- (g) the currency of the issue and, if the issue is payable in any other currency, that fact.**

Subscription is being sought, and the offer is being made, in respect of \$50,402,608 in aggregate principal amount of 7.5 per cent. Convertible Bonds at the Issue Price of S\$1.00 each. The Issue Size and Issue Price are fixed. The currency of the issue is Singapore dollars and the Issue Price for each Convertible Bond is payable in Singapore dollars. As soon as practicable after the Closing Date, the Company will publicly announce the results of the allotment of the Convertible Bonds via SGXNET which will be posted on the internet at SGX-ST's website at <http://www.sgx.com>.

Please also refer to paragraphs 1 to 7 of Part 3 (Offer Statistics and Timetable) and paragraphs 1 and 2 of Part 6 (The Offer and Listing) of this section, as well as the section titled "Summary of the Rights Issue and the Convertible Bonds" of this Offer Information Statement.

- 6. If the amount of the debentures or units of debentures, as the case may be, being offered can be increased, such as by the exercise of an underwriter's over-allotment option or "greenshoe option", state the exercise period of and amount under that option. To avoid doubt, the amount of subscriptions to be stated under paragraph 5(a) or (b) of this Part and the number of debentures or units of debentures being offered to be stated under paragraph 5(d) or (e) of this Part must not include any amount of debentures or units of debentures being offered that can be increased under such an option.**

Not applicable. No over-allotment option or "greenshoe option" has been granted and the principal amount of Convertible Bonds being offered pursuant to the Rights Issue may not be increased.

Principal Terms and Conditions

- 7. Provide the following information on the debentures or units of debentures, as the case may be, being offered:**
 - (a) where the yield is fixed at the date of lodgment of the offer information statement, that yield and a summary of the method by which that yield is calculated;**
 - (b) where the yield is not fixed at the date of lodgment of the offer information statement –**
 - (i) how and when the relevant entity will inform investors of the final yield; and**

- (ii) a statement that subscriptions from investors (other than any institutional investor, relevant person as defined in section 275(2) of the Act, or person who intends to subscribe for the debentures or units of debentures, as the case may be, at a consideration of at least \$200,000) will be accepted only after the final yield is made known to the investors;
- (c) where the nominal interest rate is set at the date of lodgment of the offer information statement, the nominal interest rate and –
 - (i) if the nominal interest rate is a floating rate, how the rate is calculated; and
 - (ii) if several or variable interest rates are provided for, the conditions for changes in the rate;
- (d) where the nominal interest rate is not set at the date of lodgment of the offer information statement –
 - (i) how and when the relevant entity will inform investors of the final nominal interest rate; and
 - (ii) a statement that subscriptions from investors (other than any institutional investor, relevant person as defined in section 275(2) of the Act, or person who intends to subscribe for the debentures or units of debentures, as the case may be, at a consideration of at least \$200,000) will be accepted only after the nominal interest rate is made known to the investors;
- (e) the issue and redemption prices;
- (f) the date from which interest accrues, and the interest payment dates;
- (g) the procedures for, and validity period of, claims for payment of interest and repayment of the principal sum;
- (h) if the principal sum of, or the interest on, the debentures or units of debentures, as the case may be, is payable in any currency other than the currency of the issue, that fact;
- (i) where the principal sum of, or the interest on, the debentures or units of debentures, as the case may be, may be paid in more than one currency –
 - (i) the persons who have the power to determine –
 - (A) the currency or currencies in which payment is to be made; and
 - (B) the applicable currency exchange rates; and
 - (ii) the basis on which each determination in sub-paragraph (i) will be made;
- (j) the final repayment date and, where there is any option for early repayment –
 - (i) that fact;
 - (ii) whether the option is exercisable at the option of the relevant entity or of the holder of the debentures or units of debentures; and
 - (iii) the early repayment date;

- (k) details of the arrangements for the amortisation or early redemption of the debentures or units of debentures, as the case may be, including procedures to be adopted;
- (l) a description of any subordination or seniority of the issue to other debts of the relevant entity already incurred or to be incurred;
- (m) where the rights of the holders of the debentures or units of debentures, as the case may be, will be subordinated to other security holders or creditors –
 - (i) the aggregate amount of outstanding indebtedness that ranks in priority to the debentures or units of debentures being offered, as of the latest practicable date; or
 - (ii) where there is no limit on the creation of additional indebtedness that ranks in priority to the debentures or units of debentures being offered, that fact;
- (n) the rights conferred upon the holders of the debentures or units of debentures, as the case may be, including rights in respect of interest and redemption, and whether these rights may be materially limited or qualified by the rights of any other class of security holders or creditors;
- (o) the particulars of any security, including provisions relating to the release or substitution of the security, if applicable, and where the security is in the form of a fixed asset, any requirement for the maintenance of that asset;
- (p) the particulars of any significant covenant, including those concerning subsequent issues of other forms, or subsequent series of debentures or units of debentures;
- (q) a statement as to whether or not the relevant entity has any right to create any additional charge over any of the assets subject to a charge to secure the repayment of the debentures or units of debentures, as the case may be, being an additional charge that will rank in priority to or equally with the charge to secure the repayment of the debentures or units of debentures, as the case may be, and, if there is any such right, particulars of its nature and extent;
- (r) the nature and scope of any guarantee, surety or commitment intended to ensure that the issue will be duly serviced with regard to both the principal sum of and the interest on the debentures or units of debentures, as the case may be; and the material terms and conditions of any such guarantee, surety or commitment (including all conditions for the application of that guarantee, surety or commitment);
- (s) any legislation under which the debentures or units of debentures, as the case may be, have been created, and the governing law and the competent courts in the event of litigation;
- (t) definition of events constituting defaults, the remedies available in the event of default, and the effect (if any) of a default on the acceleration of the maturity of the debentures or units of debentures, as the case may be;
- (u) information on when holders of the debentures or units of debentures are able to take action to enforce their claims;

- (v) **the procedures and actions to be taken by the relevant entity, guarantor entity, trustee, fiscal agent or any other representative for the debenture holders (as the case may be) in the event of a default or potential event of default, including –**
 - (i) **the communication plans with debenture holders;**
 - (ii) **whether any meeting of debenture holders will be convened by the relevant entity, guarantor entity, trustee, fiscal agent or other representative for the debenture holders;**
 - (iii) **whether the trustee, fiscal agent or any other representative for the debenture holders is bound to take steps to ascertain whether there is an event of default or a potential event of default; and**
 - (iv) **the conditions to be fulfilled in order for the trustee or other representative for the debenture holders to take action on behalf of those debenture holders or at the request of those debenture holders, including any threshold of approval or instruction and any pre-funding or indemnification requirement;**
- (w) **provisions setting out how the terms and conditions of the debentures or units of debentures, as the case may be, or the rights of the holders of the debentures or units of debentures, may be modified;**
- (x) **the consequences of any failure to make payments that does not constitute an event of default, and the remedies available (under the terms of the debentures or units of debentures, as the case may be, or the applicable law) for any such failure.**

Please refer to paragraph 3 of this Part, paragraphs 1 and 2 of Part 6 (The Offer and Listing) of this section, as well as the sections titled “Summary of the Rights Issue and the Convertible Bonds”, “Risk Factors – Risks Relating to an Investment in the Nil-Paid Rights, the Convertible Bonds and/or the Shares” and “Trading” of this Offer Information Statement. See also the Terms and Conditions set out in Appendix A to this Offer Information Statement.

Ranking and Status

Based on the current structure of the share capital of the Company, which consists of one class of shares (namely, the Shares), the Convertible Bonds (subject to Condition 4 of the Terms and Conditions) rank *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) and senior in priority of repayment to Shares and any other subordinated obligations. There is no limit on the creation of additional indebtedness that rank in priority to the Convertible Bonds.

The Convertible Bonds constitute unsecured obligations of the Company. Accordingly, there are no assets of the Company which are subject to a charge to secure the payment of interest or redemption of the Convertible Bonds.

Please refer to Condition 3 of the Terms and Conditions and the sections titled “Risk Factors – Risks Relating to an Investment in the Nil-Paid Rights, the Convertible Bonds and/or the Shares – The Convertible Bonds are not secured” and “Risk Factors – Risks Relating to an Investment in the Nil-Paid Rights, the Convertible Bonds and/or the Shares – The Company is primarily a holding company and payments with respect to the Convertible Bonds are structurally subordinated to liabilities and obligations of each of the Company’s subsidiaries” of this Offer Information Statement with regard to the subordination of payments with respect to the Convertible Bonds.

Interest, Conversion and Redemption

Please refer to Conditions 5 to 8 of the Terms and Conditions with regard to the rights in respect of interests and conversion conferred upon the Bondholders and the redemption options under the Convertible Bonds. Please also refer to the section titled “Risk Factors – Risks Relating to an Investment in the Nil-Paid Rights, the Convertible Bonds and/or the Shares” of this Offer Information Statement.

Negative Pledge

Please refer to Condition 4 of the Terms and Conditions.

Events of Default

Please refer to Condition 10 of the Terms and Conditions with regard to the events of default of the Convertible Bonds, the remedies available to Bondholders in such events and information on when Bondholders are able to take action to enforce repayment of the Convertible Bonds (together with unpaid accrued interest and without prejudice to the right of the Bondholders to exercise the Conversion Right in respect of their Convertible Bonds).

The Trust Deed will provide for the Trustee to take action on behalf of the Bondholders in certain circumstances, subject to the Trustee being indemnified, secured and/or pre-funded to its satisfaction. In particular, subject to the terms of the Trust Deed and Condition 10 of the Terms and Conditions, at any time after the Convertible Bonds shall have become due and payable pursuant to Condition 10(A) of the Terms and Conditions, the Trustee may, without further notice to the Company or the Bondholders, institute such proceedings against the Company as it may think fit to enforce repayment of the Convertible Bonds or to enforce the provisions of the Trust Deed or the Convertible Bonds.

The Trustee shall not be bound to take any steps (including, without limitation, giving notice that the Convertible Bonds are due and repayable in accordance with Condition 10(A) of the Terms and Conditions) to enforce the performance of the Company of any of the provisions of the Trust Deed or the Convertible Bonds unless (i) it shall have been so requested in writing by the Bondholders of not less than 25 per cent. in principal amount of the Convertible Bonds outstanding or if so directed by an Extraordinary Resolution (as defined in the Trust Deed) and (ii) it shall have been indemnified, secured and/or pre-funded to its satisfaction against all actions, proceedings, claims, demands and liabilities to which it may thereby become liable and all costs, charges, damages and expenses which may be incurred by it in connection therewith.

The Trust Deed will also provide that the Trustee shall not be bound to make any enquiry or to take any steps to ascertain whether any Event of Default or Potential Event of Default (each as defined in the Trust Deed) has occurred and, until it shall have express written notice to the contrary, the Trustee shall be entitled to assume without enquiry (it being the intention that it should assume without enquiry), and shall not be liable for assuming that no such event has happened and that the Company is performing all its obligations under the Trust Deed and the Convertible Bonds. In particular, the Trustee shall not be required to monitor the financial performance of the Company or to ensure the compliance by the Company of its obligations contained under the Trust Deed and the Convertible Bonds and will not be responsible or liable to any person for failing to do so.

Communication with Bondholders

Notices to Bondholders will be valid if either (i) for so long as the Company is or the Convertible Bonds are listed on SGX-ST, published on SGX-ST's website at <http://www.sgx.com> or (ii) published in a leading English language newspaper having general circulation in Singapore. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the first date on which publication is made. Notwithstanding the other provisions of Condition 14 of the Terms and Conditions, in any case where the identity and addresses of all the Bondholders are known to the Company, notices to such Bondholders may be given individually by recorded delivery mail to such addresses and will be deemed to have been given when received at such addresses.

In the event of an event of default, the Company is to make an immediate announcement on SGXNET in accordance with the Listing Manual.

Prescription Period

Claims in respect of amounts due in respect of the Convertible Bonds will become void unless made within three years from the appropriate Relevant Date (as defined in Condition 9 of the Terms and Conditions) for payment.

Modifications

Please refer to Condition 12 of the Terms and Conditions and the section titled "Risk Factors – Risks Relating to an Investment in the Nil-Paid Rights, the Convertible Bonds and/or the Shares – Modifications and waivers" of this Offer Information Statement for information regarding modification of the Trust Deed and Terms and Conditions of the Convertible Bonds.

Credit Rating

8. If the relevant entity, its guarantor entity or the debentures or units of debentures being offered have been given a credit rating by a credit rating agency, disclose –

- (a) the name of the credit rating agency;**
- (b) the credit rating (including whether it is a short-term or long-term credit rating);**
- (c) whether any fee or benefit of any kind has been paid by the relevant entity, its guarantor entity or any of their related parties to the credit rating agency, in consideration for the credit rating assessment; and**
- (d) the date on which the credit rating was given.**

Not applicable.

9. If a credit rating is disclosed under paragraph 8 of this Part, provide the following information:

- (a) a statement whether the credit rating is current as of the date of lodgment of the offer information statement;**
- (b) a statement that the credit rating is not a recommendation to invest in the debentures or units of debentures, as the case may be, and that investors should perform their own evaluation as to whether the investment is appropriate;**

- (c) a statement that the credit rating may be revised or withdrawn at any time;
- (d) a statement that the credit rating is a statement of opinion;
- (e) a statement stating the specific publicly available sources where the following information can be obtained:
 - (i) the rating methodology used by the credit rating agency;
 - (ii) the relative ranking of the credit rating;
 - (iii) an explanation of the meaning and limitations of the credit rating;
 - (iv) if the credit rating is a “preliminary”, “provisional” or “expected” rating, the status of that designation and its implications on the relevant entity or the debentures or units of debentures being offered or, in the case of a guaranteed debenture issue, its implications on the relevant entity, its guarantor entity or the debentures or units of debentures being offered;
- (f) if the credit rating is a “preliminary”, “provisional” or “expected” rating, a statement undertaking to announce the final rating when it is available;
- (g) if the credit rating is below BBB by Fitch Ratings, Baa by Moody’s Investors Service, BBB by Standard and Poor’s Ratings Services, or an equivalent rating by any other credit rating agency, provide the following statement:

“This rating is a non-investment grade credit rating.”

Not applicable.

10. If all of the relevant entity, its guarantor entity, and the debentures or units of debentures (as the case may be) being offered have not been given a credit rating by a credit rating agency, state that fact, and provide a statement that not having a credit rating means that no independent assessment by a credit rating agency of the default risk of the relevant entity, its guarantor entity, and the debentures or units of debentures (as the case may be) being offered has been made.

The Company and the Convertible Bonds have not been given a credit rating by any credit rating agency. Accordingly, no independent assessment by a credit rating agency of the default risk of the Company and the Convertible Bonds has been made.

Secured Debentures

11. Provide, in relation to an offer of secured debentures or certificates of debenture stock, a summary by the auditors of the relevant entity showing, in tabular form –
 - (a) the aggregate value of the tangible assets owned by the relevant entity;
 - (b) the aggregate value of the tangible assets owned by each, or jointly owned by 2 or more, of its guarantor entities; and
 - (c) the aggregate value of the tangible assets jointly owned by the relevant entity and one or more of its guarantor entities,

which have been charged to secure the repayment of all or any monies payable in respect of the secured debentures or certificates of debenture stock, including an explanation of any adjustment made for the purpose of providing a true and fair view of those assets.

Not applicable.

12. Show also, in the summary –

- (a) the amounts outstanding of the aggregate amounts borrowed by the relevant entity and by each of its guarantor entities, distinguishing between those amounts outstanding which will rank for repayment in priority to the amount under the proposed issue and those amounts outstanding which will rank for repayment equally with the amount under the proposed issue;**
- (b) where any charge is for a liability the amount of which may vary from time to time, the actual amount of the liability as at the date on which the summary is made and any further amount which may be advanced under that charge; and**
- (c) the aggregate amount of advances by the relevant entity to related corporations or related entities of the relevant entity, distinguishing between advances which are secured and advances which are unsecured.**

Not applicable.

13. The auditors of the relevant entity may explain or qualify, by way of notes or otherwise, any of the matters set out in the summary.

Not applicable.

14. Where the tangible assets mentioned in paragraph 11 of this Part are in the form of property, provide information on a report of the valuation of the interest of the relevant entity and each of its guarantor entities in each property charged, showing the nature and extent of the interest of the relevant entity and of each of its guarantor entities, such report to be made not more than 6 months before the date of lodgment of the offer information statement by an independent qualified valuer.

Not applicable.

Documents for Inspection

15. Provide a statement that, for a period of at least 6 months after the date of lodgment of the offer information statement, the trust deed, fiscal agency agreement or any other document constituting the debentures or units of debentures (or a copy of the trust deed, fiscal agency agreement or other document) and in the case of a guaranteed debenture issue, the guarantee and other related documents (or a copy of the guarantee and related documents), may be inspected by any person at a specified place in Singapore.

A copy of each of the Trust Deed, the Agency Agreement, the CDP Application Form and the Deed of Covenant may be inspected by any person at the principal office of the Trustee and at the specified office of the Principal Agent for a period of at least six (6) months after the date of lodgement of this Offer Information Statement with the Authority. Prior to the execution of the Trust Deed, the Agency Agreement, the CDP Application Form and the Deed of Covenant on the Issue Date, drafts of such documents (which shall be subject to final amendments) will be available for inspection.

PART 9 – ADDITIONAL INFORMATION REQUIRED FOR CONVERTIBLE DEBENTURES

Information on Convertible Debentures

- 1. Provide information concerning the nature of the securities, securities-based derivatives contracts, equity interests or property offered by way of conversion, exchange, subscription or purchase and the rights attached to the securities, securities-based derivatives contracts, equity interests or property including, in particular, the voting rights, entitlement to share in profits and, in the event of liquidation, any surplus and any other special rights.**

Please refer to the sections titled “Summary of the Rights Issue and the Convertible Bonds”, “Risk Factors” and in particular, “Risk Factors – Risks Relating to an Investment in the Nil-Paid Rights, the Convertible Bonds and/or the Shares – Bondholders will have no rights as Shareholders until they are issued Conversion Shares upon the conversion of the Convertible Bonds” of this Offer Information Statement, the Terms and Conditions set out in Appendix A to this Offer Information Statement, as well as paragraphs 1 and 2 of Part 6 (The Offer and Listing) of this section.

- 2. Provide information on the terms, conditions and procedures for conversion, exchange, subscription or purchase and details of the circumstances under which they may be amended, including the following information:**
 - (a) the total number or value of securities, securities-based derivatives contracts, equity interests or property which is the subject of the conversion, exchange, subscription or purchase;**
 - (b) the period during which the conversion, exchange, subscription or purchase right may be exercised and the date on which this right commences;**
 - (c) the amount payable on the exercise of the conversion, exchange, subscription or purchase right;**
 - (d) any arrangement for the transfer or transmission of the conversion, exchange, subscription or purchase right;**
 - (e) the rights of the holders of the debentures or units of debentures in respect of the conversion, exchange, subscription or purchase right on the liquidation of the entity the securities, securities-based derivatives contracts, equity interests or property of which is the subject of the conversion, exchange, subscription or purchase;**
 - (f) any arrangement for the variation in the subscription price of the securities, securities-based derivatives contracts, equity interests or property which is the subject of the conversion, exchange, subscription or purchase, or in the exercise price of the convertible debentures, or in the number or value of securities, securities-based derivatives contracts, equity interests or property which is the subject of the conversion, exchange, subscription or purchase, in the event of any alteration in the capital of the entity the securities, securities-based derivatives contracts, equity interests or property of which is the subject of the conversion, exchange, subscription or purchase;**
 - (g) if there is no established market for the securities, securities-based derivatives contracts, equity interests or property which is the subject of the conversion, exchange, subscription or purchase, the manner of determining the subscription**

or exercise or conversion price, including who establishes the price or is responsible for the determination of the price, the various factors considered in such determination and the parameters or elements used as a basis for determining the price.

Please refer to paragraphs 1 and 2 of Part 6 (The Offer and Listing) and paragraph 7 of Part 8 (Additional Information Required for Offer of Debentures or Units of Debentures) of this section, as well as the sections titled “Summary of the Rights Issue and the Convertible Bonds” and “Trading” of this Offer Information Statement. See also the Terms and Conditions set out in Appendix A to this Offer Information Statement.

If any voluntary step is taken by the Company or any of its Principal Subsidiaries (as defined in the Terms and Conditions) or the commencement of legal proceedings by a person other than the Company or any of its Principal Subsidiaries with a view to the winding-up of the Company or any of its Principal Subsidiaries (except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger, consolidation or transfer of assets to its subsidiary and such event does not or is not likely to have a material adverse effect on the Company) or the appointment of a liquidator (including a provisional liquidator), receiver, judicial manager, trustee, administrator, agent or similar officer of the Company or any of its Principal Subsidiaries or over any part of the assets of the Company or any of its Principal Subsidiaries, the Company shall, pursuant to Condition 10(A)(j) of the Terms and Conditions, be deemed to be in default under the Trust Deed and the Convertible Bonds. Thereafter, the Trustee at its discretion may, and if so requested by holders of at least 25 per cent. in principal amount of the Convertible Bonds then outstanding or if so directed by an Extraordinary Resolution (as defined in the Trust Deed) (subject in each case to being indemnified and/or secured and/or pre-funded to its satisfaction) shall, give notice to the Company that the Convertible Bonds are immediately due and payable at 100 per cent. of their principal amount plus unpaid accrued interest (subject as provided in Condition 10 of the Terms and Conditions of the Convertible Bonds and without prejudice to the right of the Bondholders to exercise the Conversion Right in respect of their Convertible Bonds).

Notwithstanding receipt of any payment after the acceleration of the Convertible Bonds, a Bondholder may exercise its Conversion Right during the period from and including the date of a default notice with respect to an event specified in Condition 10(A) (at which time the Company will notify the Bondholders of the number of Shares per Convertible Bond to be delivered upon conversion, assuming all the then outstanding Convertible Bonds are converted) to and including the 30th Business Day after such payment.

PART 10 – ADDITIONAL INFORMATION REQUIRED FOR OFFER OF SECURITIES OR SECURITIES-BASED DERIVATIVES CONTRACTS BY WAY OF RIGHTS ISSUE

1. Provide –

(a) the particulars of the rights issue;

Please refer to the section titled “Summary of the Rights Issue and the Convertible Bonds” of this Offer Information Statement for particulars of the Rights Issue.

(b) the last day and time for splitting of the provisional allotment of the securities or securities-based derivatives contracts to be issued pursuant to the rights issue;

Thursday, 23 July 2020 at 5.00 p.m. (or such other date(s) and/or time(s) as may be announced from time to time by or on behalf of the Company).

Please refer to the section titled “Indicative Timetable” of this Offer Information Statement for further details.

(c) the last day and time for acceptance of and payment for the securities or securities-based derivatives contracts to be issued pursuant to the rights issue;

Wednesday, 29 July 2020 at 5.00 p.m. for acceptances and/or applications made through CDP or the Share Registrar (or such other date(s) and/or time(s) as may be announced from time to time by or on behalf of the Company).

Wednesday, 29 July 2020 at 9.30 p.m. for Electronic Applications at ATMs of Participating Banks (or such other date(s) and/or time(s) as may be announced from time to time by or on behalf of the Company).

Please refer to the section titled "Indicative Timetable" of this Offer Information Statement for further details.

(d) the last day and time for renunciation of and payment by the renouncee for the securities or securities-based derivatives contracts to be issued pursuant to the rights issue;

Wednesday, 29 July 2020 at 5.00 p.m. for acceptances and/or applications made through CDP or the Share Registrar (or such other date(s) and/or time(s) as may be announced from time to time by or on behalf of the Company).

Wednesday, 29 July 2020 at 9.30 p.m. for Electronic Applications at ATMs of Participating Banks (or such other date(s) and/or time(s) as may be announced from time to time by or on behalf of the Company).

Please refer to the section titled "Indicative Timetable" of this Offer Information Statement for further details.

Entitled Depositors who wish to renounce their Nil-Paid Rights in favour of a third party should note that CDP requires three (3) Market Days to effect such renunciation. As such, Entitled Depositors who wish to renounce their Nil-Paid Rights are advised to do so early to allow sufficient time for the renounees to accept their Nil-Paid Rights.

Entitled Scripholders who wish to accept only part and renounce the balance of their Nil-Paid Rights, or who wish to renounce all or part of their Nil-Paid Rights in favour of more than one person, should first, using the Request for Splitting (Form B) provided in the PAL, request to have their Nil-Paid Rights under the PAL split into separate PALs according to their requirements. The duly completed and signed Form B, together with the PAL in its entirety, should then be returned by post as soon as possible and in any case to reach the Share Registrar not later than 5.00 p.m. on 23 July 2020.

(e) the terms and conditions of the offer of securities or securities-based derivatives contracts to be issued pursuant to the rights issue;

The allotment and issue of the Convertible Bonds pursuant to the Rights Issue are governed by the terms and conditions set out in this Offer Information Statement, in particular Appendices B to D to this Offer Information Statement, and in the ARE, the ARS and the PAL (as the case may be).

- (f) the particulars of any undertaking from the substantial shareholders or substantial equity interest-holders, as the case may be, of the relevant entity to subscribe for their entitlements; and

To demonstrate their support for the Rights Issue and their commitment to the Company, on 14 May 2020 (the “**Undertaking Date**”), the Undertaking Shareholders provided the Irrevocable Undertakings to the Company. Pursuant to the Irrevocable Undertakings, each of the Undertaking Shareholders has undertaken to:

- (a) accept and pay in full and/or procure the acceptance of and payment in full for the entire *pro rata* provisional allotment of Convertible Bonds based on the Existing H Shares or the Existing QH Shares (as the case may be, and each as defined herein); and
- (b) apply and pay in full and/or procure the application and payment in full for Excess Convertible Bonds,

up to a maximum total subscription of S\$25,201,304 in aggregate principal amount of Convertible Bonds, representing 50% of the total number of Convertible Bonds, subject to the conditions of their respective Irrevocable Undertakings.

Subject to the conditions of their respective Irrevocable Undertakings, the Undertaking Shareholders have, in aggregate, undertaken to subscribe and pay in full and/or procure the subscription and payment in full for up to S\$50,402,608 in aggregate principal amount of Convertible Bonds, representing 100% of the total number of Convertible Bonds.

No commission or fee will be paid by the Company to any of the Undertaking Shareholders in connection with the Irrevocable Undertakings.

Ho KwonPing’s Irrevocable Undertaking

As at the Undertaking Date, Ho KwonPing and Ho KwonCjan had an interest in an aggregate of 358,948,882 Shares, representing approximately 42.73% of the total number of issued Shares excluding treasury Shares (the “**Existing H Shares**”), as described below:

- (a) Ho KwonPing is a named beneficiary of The Bibace Trust, which in turn has a shareholding interest in Bibace. Accordingly, Ho KwonPing is deemed to have an interest in the 286,519,882 Shares held by HSBC (Singapore) Nominees Pte Ltd and Raffles Nominees (Pte.) Limited (acting as nominees for Bibace);
- (b) Ho KwonPing is also deemed to have an interest in the 6,000,000 Shares held by Recourse Investments Ltd. (“**Recourse**”), the 100,000 Shares held by HSBC (Singapore) Nominees Pte Ltd (acting as nominee for RHYC Pte. Ltd. (“**RHYC**”)), the 700,000 Shares held by Raffles Nominees (Pte.) Limited (acting as nominee for KAP Holdings Ltd. (“**KAP**”)) as well as the 8,629,000 Shares held by Raffles Nominees (Pte.) Limited (acting as nominee for Li-Ho Holdings (Private) Limited (“**Li-Ho**”)); and
- (c) Ho KwonCjan holds 16,000,000 Shares and is deemed to have an interest in the 31,000,000 Shares held by ICD (HK) Limited (“**ICD**”) and the 10,000,000 Shares held by Freesia Investments Ltd (“**Freesia**”).

For the purposes of Ho KwonPing's Irrevocable Undertaking, Bibace, Recourse, RHYC, KAP, Li-Ho, Ho KwonCjan, ICD and Freesia shall collectively be referred to as the **"Relevant Persons"**.

Pursuant to his Irrevocable Undertaking, Ho KwonPing has irrevocably undertaken to the Company that, among others:

- (a) as at 5.00 p.m. (Singapore time) on the Record Date, he and the Relevant Persons will hold in aggregate (directly or indirectly) not fewer than the number of Existing H Shares;
- (b) he shall accept and pay in full and/or procure the acceptance of and payment in full for the entire *pro rata* provisional allotment of Convertible Bonds under the Rights Issue based on the number of Existing H Shares, in accordance with the terms and conditions of the Rights Issue and in any case not later than the Closing Date; and
- (c) he shall apply and pay in full and/or procure the application and payment in full for up to S\$3,664,372 in aggregate principal amount of Excess Convertible Bonds, in accordance with the terms and conditions of the Rights Issue and in any case not later than the Closing Date, provided that:
 - (i) the Undertaking Shareholders will rank last in priority for the allotment of Excess Convertible Bonds;
 - (ii) the Excess Convertible Bonds will be allotted by the Company between the Undertaking Shareholders equally, except that in the event of an odd number of Excess Convertible Bonds, an additional Excess Convertible Bond will be allotted to a nominee of Ho KwonPing (provided always that once the aggregate subscription by either Undertaking Shareholder under the Rights Issue has reached S\$25,201,304, any remaining Excess Convertible Bonds will be allotted to the other Undertaking Shareholder); and
 - (iii) for the purpose of (i) and (ii) above, any reference to "Undertaking Shareholders" or "Undertaking Shareholder" includes nominees of the Undertaking Shareholder and entities controlled by the Undertaking Shareholder.

Qatar Holding's Irrevocable Undertaking

As at the Undertaking Date, Qatar Holding had an interest, through third party nominees, in an aggregate of 205,870,443 Shares (the **"Existing QH Shares"**), representing approximately 24.51% of the total number of issued Shares excluding treasury Shares.

Pursuant to its Irrevocable Undertaking, Qatar Holding has irrevocably undertaken to the Company to, among others,

- (a) as at 5.00 p.m. (Singapore time) on the Record Date, hold (directly or indirectly) not fewer than the number of Existing QH Shares;
- (b) accept and pay in full and/or procure the acceptance of and payment in full for the entire *pro rata* provisional allotment of Convertible Bonds under the Rights Issue based on the number of Existing QH Shares, in accordance with the terms and conditions of the Rights Issue and in any case not later than the Closing Date; and

- (c) apply and pay in full and/or procure the application and payment in full for up to S\$12,849,078 in aggregate principal amount of Excess Convertible Bonds, in accordance with the terms and conditions of the Rights Issue and in any case not later than the Closing Date, provided that:
 - (i) the Undertaking Shareholders will rank last in priority for the allotment of Excess Convertible Bonds;
 - (ii) the Excess Convertible Bonds will be allotted by the Company between the Undertaking Shareholders equally, except that in the event of an odd number of Excess Convertible Bonds, an additional Excess Convertible Bond will be allotted to a nominee of Ho KwonPing (provided always that once the aggregate subscription by either Undertaking Shareholder under the Rights Issue has reached S\$25,201,304, any remaining Excess Convertible Bonds will be allotted to the other Undertaking Shareholder); and
 - (iii) for the purpose of (i) and (ii) above, any reference to “Undertaking Shareholders” or “Undertaking Shareholder” includes nominees of the Undertaking Shareholder and entities controlled by the Undertaking Shareholder.

Each of the Irrevocable Undertakings is conditional upon the following:

- (a) approval in-principle of SGX-ST for the dealing in and listing and quotation of the Convertible Bonds and the Conversion Shares on the Official List of SGX-ST having been obtained and not having been withdrawn or revoked as at the date of completion of the Rights Issue;
- (b) the lodgement of this Offer Information Statement in relation to the Rights Issue, together with all other accompanying documents, with the Authority;
- (c) the Irrevocable Undertaking by the other Undertaking Shareholder having been entered into and not having been terminated on or prior to the Closing Date;
- (d) in the event that the performance by an Undertaking Shareholder of his/its obligations under his/its Irrevocable Undertaking results in a breach of any applicable laws or regulations or of an order of a court of competent jurisdiction or regulatory body issued after the date of his/its Irrevocable Undertaking, his/its obligations under his/its Irrevocable Undertaking shall be treated as having been terminated upon the date such law, regulation or order is issued;
- (e) the Company's S\$30.0 million committed revolving credit facility with Malayan Banking Berhad (the “**CRCF**”) not having been terminated on or prior to the Closing Date, and the Company shall consult with the Undertaking Shareholders prior to any material amendment to the terms and conditions of the CRCF; and
- (f) (in the case of Qatar Holding's Irrevocable Undertaking) in the event that Ho KwonPing fails to subscribe and pay in full and/or procure the subscription and payment in full for the relevant number of Convertible Bonds (including Excess Convertible Bonds) in accordance with the terms of his Irrevocable Undertaking, the Company shall scale down the subscription for Convertible Bonds (including Excess Convertible Bonds) by Qatar Holding or its nominees (as the case may be) to avoid placing Qatar Holding in the position of incurring a mandatory general offer obligation under the Take-over Code, assuming the full conversion of the

Convertible Bonds (including Excess Convertible Bonds) subscribed by Qatar Holding or its nominees (as the case may be) to Conversion Shares.

(g) if the rights issue is or will not be underwritten, the reason for not underwriting the issue.

Given the provision of the Irrevocable Undertakings by the Undertaking Shareholders, the Company is of the view that the Rights Issue need not be underwritten. No underwriting commitment has been arranged with any financial institution for the Rights Issue.

ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS ISSUES UNDER APPENDIX 8.2 OF THE LISTING MANUAL

1. A review of the working capital for the last three financial years and the latest half year, if applicable.

A summary of the working capital of the Group as at each of 31 December 2017, 2018 and 2019 is set out below.

	2017	2018	2019
	(Audited) ⁽¹⁾	(Audited)	(Audited)
	S\$'000	S\$'000	S\$'000
Current assets	609,316	600,155	563,288
Current liabilities	406,905	458,462	532,424
Net current assets	202,411	141,693	30,864

Note:

- (1) The Group's comparative balance sheet as at 31 December 2017 has been restated to include the impact arising from first-time adoption of Singapore Financial Reporting Standards (International) for FY2018, which includes the application of new accounting standards that are effective for annual financial periods beginning on or after 1 January 2018.

2018 Compared with 2017

Current assets decreased by S\$9.1 million, or 1.5%, from S\$609.3 million as at 31 December 2017 to S\$600.2 million as at 31 December 2018. The decrease was due mainly to lower property development costs, lower inventories, lower amounts due from associates, absence of amounts due from joint ventures and absence of assets of disposal group classified as held for sale, partially offset by higher prepayments and other non-financial assets, higher trade receivables, higher other receivables, higher contract assets, higher amounts due from related parties and higher cash and short-term deposits. Current liabilities increased by S\$51.6 million, or 12.7%, from S\$406.9 million as at 31 December 2017 to S\$458.5 million as at 31 December 2018. The increase was due mainly to higher tax payable, higher interest-bearing loans and borrowings, higher note payables, higher other payables, higher contract liabilities and higher amounts due to related parties, partially offset by lower other non-financial liabilities, lower trade payables, lower amounts due to associates and absence of amounts due to joint venture. As a result, net current assets decreased from S\$202.4 million to S\$141.7 million.

2019 Compared with 2018

Current assets decreased by S\$36.9 million, or 6.1%, from S\$600.2 million as at 31 December 2018 to S\$563.3 million as at 31 December 2019. The decrease was due mainly to lower inventories, lower prepayments and other non-financial assets, lower other receivables and lower cash and short-term deposits, partially offset by higher property development costs, higher trade receivables, higher contract assets and higher amounts due from associates and related parties. Current liabilities increased by S\$73.9 million, or 16.1%, from S\$458.5 million as at 31 December 2018 to S\$532.4 million as at 31 December 2019. The increase was due mainly to higher other non-financial liabilities, higher interest-bearing loans and borrowings, higher trade payables, higher contract liabilities, lease liabilities and higher amounts due to related parties, partially offset by lower tax payable, lower notes payable and lower other payables. As a result, net current assets decreased from S\$141.7 million to S\$30.9 million.

2(a). Where the rights issue or bought deal involves an issue of convertible securities, such as company warrants or convertible debt, the information in Rule 832.

The information required in Rule 832(1) to (9) of the Listing Manual has been set out in Part 4 (Key Information) and Part 9 (Additional Information Required for Convertible Debentures) of the section titled "Disclosure Requirements under the Sixteenth Schedule of the SFR" of this Offer Information Statement, the sections titled "Summary of the Rights Issue and the Convertible Bonds", "Risk Factors" and "Trading" of this Offer Information Statement, as well as the Terms and Conditions set out in Appendix A to this Offer Information Statement.

The *pro forma* financial effects of the Rights Issue as presented herein:

- (i) are for illustrative purposes only and are not an indication or projection of the actual future financial performance or financial position of the Group after the completion of the Rights Issue;
- (ii) are based on the audited consolidated financial statements of the Company for FY2019;
- (iii) assume that the Rights Issue was completed and S\$50,402,608 in aggregate principal amount of Convertible Bonds were issued, in relation to the balance sheet on 31 December 2019, and in relation to the income statement on 1 January 2019;
- (iv) assume that 201,610,432 Conversion Shares are allotted and issued upon conversion of all the Convertible Bonds;
- (v) assume that the Conversion Price will be S\$0.25 with no adjustment;
- (vi) assume Net Proceeds of approximately S\$49.4 million from the issue of the Convertible Bonds, after deducting estimated expenses incurred in connection with the Rights Issue of approximately S\$1.0 million;
- (vii) assume that there is no return earned from the Net Proceeds and no payment of interest on the Convertible Bonds;
- (viii) assume that convertible bond liability is computed assuming no fair value adjustments relating to the Convertible Bonds, redemption option and conversion option; and
- (ix) do not take into account any theoretical ex-rights adjustment factor.

Issued Share Capital

It should be noted that the issue of the Convertible Bonds will not have an effect on the issued share capital of the Company unless and until the Convertible Bonds are converted into Conversion Shares. The effect of the conversion of the Convertible Bonds on the issued share capital of the Company as at 31 December 2019 is expected to be as follows:

	<u>No. of Shares⁽¹⁾</u>	<u>Issued Share Capital</u>
		S\$'000
As at 31 December 2019	839,794,980	241,520
Add: Conversion Shares to be issued assuming the conversion of all the Convertible Bonds	201,610,432	49,403 ⁽²⁾
Adjusted as at 31 December 2019	1,041,405,412	290,923

Notes:

- (1) Based on the number of Shares issued and outstanding as at 31 December 2019, and excludes 1,570,000 Shares that were held in treasury as at 31 December 2019.
- (2) Assuming Net Proceeds of approximately S\$49.4 million from the issue of the Convertible Bonds, after deducting estimated expenses incurred in connection with the Rights Issue of approximately S\$1.0 million, and that all of the expenses of the Rights Issue are capitalised.

Net Asset Value

Assuming that the Rights Issue was completed on 31 December 2019, the effects of the Rights Issue on the NAV of the Group are as follows:

	<u>As at 31 December 2019</u>
Number of Shares before the Rights Issue ⁽¹⁾	839,794,980
Add: Number of Conversion Shares to be issued assuming the conversion of all the Convertible Bonds	201,610,432
Number of Shares after the issue of the Conversion Shares	1,041,405,412
Net assets attributable to owners of the Company before the Rights Issue (S\$'000)	674,235
Net assets attributable to owners of the Company after the Rights Issue but before the conversion of any Convertible Bonds into Conversion Shares (S\$'000)	673,735
Net assets attributable to owners of the Company after the Rights Issue and the issue of the Conversion Shares (S\$'000)	723,638
NAV per Share before the Rights Issue (S\$)	0.803
NAV per Share after the Rights Issue and the issue of the Conversion Shares (S\$)	0.695

Note:

- (1) Based on the number of Shares issued and outstanding as at 31 December 2019, and excludes 1,570,000 Shares that were held in treasury as at 31 December 2019.

Gearing

Gearing is computed based on the ratio of total net borrowings to shareholders' equity as at 31 December 2019.

	As at 31 December 2019
<u>Before the Rights Issue</u>	
Total net borrowings (S\$'000)	428,750
Shareholders' equity (S\$'000)	747,413
Gearing (%)	57
<u>After the Rights Issue but before the conversion of any Convertible Bonds into Conversion Shares</u>	
Total net borrowings (S\$'000)	429,250
Shareholders' equity (S\$'000)	746,913
Gearing (%)	57
<u>After the Rights Issue and the issue of the Conversion Shares</u>	
Total net borrowings (S\$'000)	379,347
Shareholders' equity (S\$'000)	796,816
Gearing (%)	48

Earnings per Share

The Rights Issue is expected to have a dilutive effect on the EPS of the Group in view of the enlarged issued share capital of the Company due to the issue of the Conversion Shares upon the conversion of the Convertible Bonds. Assuming the Rights Issue was completed and all the Convertible Bonds were converted into Conversion Shares on 1 January 2019, the dilutive effects of the conversion of the Convertible Bonds on the EPS of the Group would be as follows:

	FY2019
<u>Before the Rights Issue</u>	
Weighted average number of Shares for basic EPS computation	839,688,312
Effect of dilution:	
– Contingently issuable Shares under the Banyan Tree Share Award Scheme 2016	1,228,302
Weighted average number of Shares for diluted EPS computation	840,916,614
Basic EPS (cents) ⁽¹⁾	0.08
Diluted EPS (cents) ⁽²⁾	0.08
<u>After the Rights Issue but before the conversion of any Convertible Bonds into Conversion Shares</u>	
Basic EPS (cents)	0.02
Diluted EPS (cents)	0.01

**After the Rights Issue assuming conversion of all the
Convertible Bonds into Conversion Shares**

Basic EPS (cents)	0.06
Diluted EPS (cents)	0.06

Notes:

- (1) Basic EPS is calculated by dividing profit after taxation for the year that is attributable to owners of the Company by the weighted average number of Shares outstanding during the financial year.
- (2) Diluted EPS is calculated by dividing profit after taxation for the year that is attributable to owners of the Company by the weighted average number of Shares outstanding during the financial year plus the weighted average number of Shares that would be issued on the conversion of all the dilutive potential Shares into Shares.

2(b). Where the rights issue or bought deal is underwritten and the exercise or conversion price is based on a price-fixing formula, to state that the exercise or conversion price must be fixed and announced before trading of nil-paid rights commences.

Not applicable as the Rights Issue is not underwritten and the Conversion Price has been fixed and is not based on a price-fixing formula.

3. Responsibility Statement by the Manager

As provided in Appendix 8.2 of the Listing Manual, this requirement is not applicable if an issuer is required to comply with the offer information statement requirements in the SFA.

APPENDIX A – TERMS AND CONDITIONS OF THE CONVERTIBLE BONDS

The following, subject to amendment and other than the words in italics, is the text of the Conditions of the Bonds which will appear on the reverse of each of the definitive Certificates evidencing the Bonds:

The issue of S\$50,402,608 in aggregate principal amount of 7.5 per cent. convertible bonds due 2022 (the “**Bonds**”) of Banyan Tree Holdings Limited (the “**Issuer**”) was authorised by resolutions of the board of directors of the Issuer passed on 23 June 2020 and 3 July 2020 and the issue of any Shares (as defined below) upon conversion of the Bonds has been approved by the shareholders of the Issuer at the annual general meeting held on 6 May 2020.

The Bonds are constituted by a trust deed (as amended, restated or supplemented from time to time, the “**Trust Deed**”) dated 6 August 2020 made between (1) the Issuer and (2) Madison Pacific Pte. Limited (the “**Trustee**”, which expression shall wherever the context so admits include such company and all other persons for the time being acting as the trustee or trustees under the Trust Deed), as trustee for the Bondholders (as defined below). The Bonds are issued with the benefit of a deed of covenant (as amended, restated or supplemented from time to time, the “**Deed of Covenant**”) dated 6 August 2020, executed by the Issuer by way of a deed poll. These terms and conditions (the “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bonds. The Issuer has entered into a paying, conversion and transfer agency agreement (as amended, restated or supplemented from time to time, the “**Agency Agreement**”) dated 6 August 2020 made between (1) the Issuer, (2) Madison Pacific Agency and Services Pte. Ltd., as principal paying, conversion and transfer agent (the “**Principal Agent**”), (3) Madison Pacific Agency and Services Pte. Ltd., as registrar (the “**Registrar**”) and the other paying, conversion and transfer agents appointed under it (each a “**Paying Agent**”, “**Conversion Agent**”, “**Transfer Agent**” and together with the Registrar and the Principal Agent, the “**Agents**”) relating to the Bonds and (4) the Trustee, as trustee for the Bondholders. References to the “Principal Agent”, “Registrar”, “Paying Agent”, “Conversion Agent”, “Transfer Agent” and “Agents” below are references to the principal agent, registrar, paying agent, conversion agent, transfer agent and agents for the time being for the Bonds. The Issuer has also signed an application form which has been accepted by The Central Depository (Pte) Limited (“**CDP**”) together with the terms and conditions for the provision of depository services by CDP referred to therein (the “**CDP Application Form**”).

To the extent applicable, the Issuer has paid any taxes and capital, stamp, issue and registration duties arising on the issuance of the Bonds and the registration of the Bondholders in the Register.

Copies of the Trust Deed, the Agency Agreement, the Deed of Covenant and the CDP Application Form are available for inspection at the principal office of the Trustee for the time being and at the specified office of the Principal Agent for the time being. The Bondholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, the Agency Agreement and the Deed of Covenant.

Words and expressions defined in the Trust Deed shall have the same meanings where used in these Conditions, unless the context otherwise requires or unless otherwise stated.

1. FORM AND TITLE

(A) **Form**

The Bonds are issued in registered form in the denomination of S\$1.00 each and in integral multiples thereof. A Bond certificate (each a “**Certificate**”) will be issued to each Bondholder in respect of its registered holding of the Bonds. Each Bond and each Certificate will be numbered serially with an identifying number which will be recorded on the relevant Certificate and in the Register (as defined below).

Upon issue, the Bonds will be represented initially by the Global Certificate deposited with, and registered in, the name of CDP. The Conditions are modified by certain provisions contained in the Global Certificate. Except in the limited circumstances described in the Global Certificate, owners of interests in Bonds represented by the Global Certificate will not be entitled to receive definitive Certificates in respect of their individual holdings of Bonds. The Bonds are not issuable in bearer form.

(B) Title

Title to the Bonds shall pass only by transfer and registration in the Register as described in Condition 2. The holder of any Bonds will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or any writing on, or the theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the holder. In these Conditions, “**Bondholder**” and (in relation to a Bond) “**holder**” means the person in whose name a Bond is registered.

*“**Global Certificate**” means the global Certificate representing the Bonds (or some of them), substantially in the form set out in Schedule 2 of the Trust Deed. For so long as any of the Bonds is represented by the Global Certificate and the Global Certificate is registered in the name of CDP, each person who is for the time being shown in the records of CDP as the holder of a particular principal amount of such Bonds (in which regard any certificate or other document issued by CDP as to the principal amount of such Bonds 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 Principal Agent, the Registrar, all other Agents and the Trustee as the holder of such principal amount of Bonds other than with respect to the payment of principal, interest and any other amounts in respect of the Bonds, for which purpose the registered holder of the Global Certificate shall be treated by the Issuer, the Principal Agent, the Registrar, all other Agents and the Trustee as the holder of such Bonds in accordance with and subject to the terms of the Global Certificate (and the expressions “**Bondholder**” and “**holder**” and related expressions shall be construed accordingly). Bonds which are represented by the Global Certificate will be transferable only in accordance with the rules and procedures for the time being of CDP.*

2. TRANSFERS OF BONDS; ISSUE OF CERTIFICATES

(A) Register

The Issuer will cause to be kept at the specified office of the Registrar and in accordance with the terms of the Agency Agreement a register (the “**Register**”) on which shall be entered the names and addresses of the Bondholders and the particulars of the Bonds held by them and of all transfers of the Bonds. Each Bondholder shall be entitled to receive only one Certificate in respect of its entire holding. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Issuer, the Registrar and the Bondholders shall treat each person whose name is recorded in the Register as a Bondholder for all purposes of the Bonds and the other Transaction Documents. Subject to applicable laws and regulations, the Registrar shall, upon prior written request and proof of holding, at all reasonable times during office hours (being between 9 a.m. and 3 p.m.), make the Register available to the Bondholders for inspection.

(B) Transfer

Subject always to the terms of the Agency Agreement and Conditions 2(D) and 2(E) below, one or more Bonds may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate(s) representing such Bonds to be transferred, together with the form of transfer endorsed on such Certificate(s) (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 Transfer Agent may 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 Bonds 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. No transfer of title to a Bond will be valid unless and until entered on the Register.

Registration of transfer of Bonds will be effected without charge by or on behalf of the Issuer or any Agent but upon payment (or the giving of such indemnity, security and/or pre-funding as the Issuer or any Agent may reasonably require) in respect of any tax or other governmental charges which may be imposed in relation to such transfer.

Transfers of interests in the Bonds evidenced by the Global Certificate will be effected in accordance with the rules of CDP. Except in the limited circumstances described in the Global Certificate, owners of interests in Bonds represented by the Global Certificate will not be entitled to receive physical delivery of Certificates.

(C) Delivery of New Certificates

- (i) Each new Certificate to be issued upon a transfer of Bonds will, within seven business days of receipt by the Registrar or, as the case may be, any other relevant Transfer Agent of the form of transfer duly completed and signed, be made available for collection at the specified office of the Registrar or such other relevant Transfer Agent or, if so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder entitled to the Bonds (but free of charge to the holder and at the Issuer's expense) to the address specified in the form of transfer.
- (ii) Where only part of a principal amount of the Bonds (being that of one or more Bonds) in respect of which a Certificate is issued is to be transferred or converted, a new Certificate in respect of the Bonds not so transferred or converted will, within seven business days of delivery of the original Certificate to the Registrar or other relevant Agent, be made available for collection at the specified office of the Registrar or such other relevant Agent or, if so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder of the Bonds not so transferred or converted (but free of charge to the holder) to the address of such holder appearing on the Register.
- (iii) For the purposes of this Condition 2(C) only, "**business day**" means a day (other than a Saturday or Sunday or gazetted public holiday) on which banks are generally open for business in Singapore and Hong Kong and in the place of the specified office of the Registrar or the Transfer Agent (as the case may be).

Except in the limited circumstances described in the Global Certificate, owners of interests in Bonds represented by the Global Certificate will not be entitled to receive physical delivery of Certificates.

(D) Formalities Free of Charge

Registration of a transfer of Bonds and issuance of new Certificates will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agent, but upon (i) payment (or the giving of such indemnity, security and/or pre-funding as the Issuer, the Registrar or the Transfer Agent may require in respect of any such tax or charges) in respect of any tax or other governmental charges which may be imposed in relation to such transfer, (ii) the Issuer, the Registrar or the Transfer Agent being satisfied that the regulations concerning the transfer of Bonds have been complied with and (iii) the receipt by the relevant Agent of such evidence as it may require.

(E) Closed Periods

No Bondholder may require the transfer of a Bond to be registered (i) during the period of 25 Trading Days ending on (and including) the due date for any payment of principal on the Bonds on the Maturity Date (as defined in Condition 8(A)) or the date of redemption for taxation reasons (as set out in Condition 8(B)), (ii) any period after the conversion notice (including the Change of Control Exercise Notice (as defined in Condition 8(C)) has been delivered pursuant to these Conditions with respect to such Bonds, (iii) the period of 25 Trading Days ending on (and including) any Interest Record Date (as defined in Condition 7(A)(iii)) or (iv) after a Change of Control Redemption Notice (as defined in Condition 8(D)) or a Delisting Exercise Notice (as defined in Condition 8(E)) has been deposited in respect of such Bonds, each such period being a “**Closed Period**”.

(F) Regulations

All transfers of Bonds and entries on the Register will be made subject to the detailed regulations concerning the transfer of Bonds scheduled in the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and (in the case of any change proposed by the Registrar) with the prior written approval of the Issuer. A copy of the current regulations will be made available by the Registrar (free of charge to the holders at the cost of the Issuer) to any Bondholder upon prior written request and presentation of proof of holding.

3. STATUS

The Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 4) unsecured obligations of the Issuer. The Bonds shall at all times rank *pari passu* and rateably without any preference or priority among themselves, and shall (subject to Condition 4) rank *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer from time to time outstanding.

4. COVENANTS

The Issuer has covenanted with the Trustee in the Trust Deed that so long as any of the Bonds remains outstanding:

- (A) **Negative Pledge:** it will not, and will ensure that none of its subsidiaries (as defined below) will, create or permit to be created any mortgage, charge, pledge or security interest in respect of any of their respective assets and properties, present or future, unless at the same time or prior thereto, the Issuer's obligations under the Bonds and the Trust Deed (a) are secured equally and rateably therewith to the satisfaction of the Trustee or (b) have the benefit of such other security or other arrangement as shall be approved by an Extraordinary Resolution of the Bondholders, save for:
- (i) (a) any security over any asset existing on or prior to the date of the Trust Deed and which has been disclosed in writing to the Trustee on or prior to the date of the Trust Deed provided that the amount secured by such security may not be increased if the ratio of Consolidated Net Debt to Core Operating Profit for the then most recent Four Quarter Period prior to such Transaction Date is more than 10:1, or (b) any security to be created over any asset which is the subject of such existing security in connection with any replacement or refinancing of any of its outstanding indebtedness which at the date of the Trust Deed is secured by such existing security provided that the amount secured is not increased pursuant to such replacement or refinancing;
 - (ii) any security created by any subsidiary in favour of the Issuer;
 - (iii) any existing and future Encumbrances (as defined below) to secure the indebtedness of LRH (as defined below) and its subsidiaries;
 - (iv) liens or rights of set off arising in the ordinary course of its business or by operation of law, in either case, in respect of indebtedness which either (a) has been due for less than 14 days or (b) is being contested in good faith and by appropriate means;
 - (v) any security created over any asset acquired, developed, redeveloped or enhanced by the Issuer or any subsidiary in connection with the Issuer's Residences and Extended Stay business segment after the date of the Trust Deed for the sole purpose of financing or refinancing the acquisition (including acquisition by way of acquisition of the shares in the company or entity owning (whether directly or indirectly) such assets), development, redevelopment or enhancement of such asset, **provided that** the principal amount secured shall not exceed the costs of such acquisition, development, redevelopment or enhancement;
 - (vi) pledges of goods and/or related documents of title, arising in the ordinary course of its business, as security for bank borrowings directly relating to the purchase of such goods; and
 - (vii) any security created pursuant to a court order as security for costs in connection with litigation outside Singapore as a condition for any pre-judgment, attachment or injunction;
- (B) **Limitation on Secured Debt Securities:** In the event that the Issuer or any of its subsidiaries (other than LRH and its subsidiaries) raises any debt capital financing (by way of, including but not limited to, bonds or notes through both public issuance and private placement) (the "**New Debt Securities**"), the Issuer undertakes that neither the Issuer nor its subsidiaries (other than LRH and its subsidiaries) shall create any mortgage, charge, pledge or security interest in favour of holders of the New Debt Securities unless at the same time

or prior thereto, the Issuer's obligations under the Bonds and the Trust Deed are (a) secured equally and rateably therewith to the satisfaction of the Trustee or (b) have the benefit of such other security or other arrangement as shall be approved by the Trustee or as shall be approved by an Extraordinary Resolution of the Bondholders;

- (C) **Limitations on Dividends:** the Issuer will not directly or indirectly declare or pay any dividend or make any distribution on or with respect to the Issuer's Shares or purchase, call for redemption or redeem, retire or otherwise acquire for value any Shares;
- (D) **Limitation on Indebtedness and Preference Shares:** the Issuer will not, and will not permit any subsidiary (other than LRH and/or its subsidiaries) to, incur any Indebtedness (including any Acquired Indebtedness), and the Issuer will not permit any subsidiary (other than LRH and/or its subsidiaries) to issue Preference Shares, *provided that* the Issuer and any subsidiary may incur Indebtedness (including any Acquired Indebtedness) or issue Preference Shares if (i) after giving *pro forma* effect to the incurrence of such Indebtedness and the receipt and application of proceeds therefrom, (x) no Event of Default has occurred and is continuing, and (y) the ratio of Consolidated Net Debt to Core Operating Profit for the then most recent Four Quarter Period prior to such Transaction Date is no more than 10:1, and (ii) the Issuer delivers to the Trustee an officer's certificate certifying that such Indebtedness complies with this Condition and setting forth the ratio of Consolidated Net Debt to Core Operating Profit with respect to the most recent Four Quarter Period and showing in reasonable detail the calculation of such Consolidated Net Debt to Core Operating Profit and (in the event that any unpublished account is used to compute the ratio of Consolidated Net Debt to Core Operating Profit) certifying such unpublished financial numbers give a true and fair view of the financial position and performance of the Issuer;

In making the foregoing calculation:

- (i) *pro forma* effect will be given to Asset Dispositions and Asset Acquisitions (including giving *pro forma* effect to the application of proceeds of any Asset Disposition) that occur during such Reference Period as if they had occurred and such proceeds had been applied on the first day of such Reference Period; and
- (ii) *pro forma* effect will be given to asset dispositions and asset acquisitions (including giving *pro forma* effect to the application of proceeds of any asset disposition) that have been made by any Person that has been merged with or into the Issuer or any of its subsidiaries during such Reference Period and that would have constituted Asset Dispositions or Asset Acquisitions had such transactions occurred as though such Person was a subsidiary as if such asset dispositions or asset acquisitions were Asset Dispositions or Asset Acquisitions that occurred on the first day of such Reference Period,

provided that to the extent that paragraph (i) or (ii) of this sentence requires that *pro forma* effect be given to an Asset Acquisition or Asset Disposition (or asset acquisition or asset disposition), (x) such *pro forma* calculation will be based upon the four full fiscal quarters immediately preceding the Transaction Date of the Person, or division or line of business of the Person, that is acquired or disposed for which financial information is available, and (y) the Issuer delivers to the Trustee an officer's certificate (attaching the arithmetic computations of such *pro forma* calculations) stating that such *pro forma* calculations comply with this Condition.

Notwithstanding the foregoing, the Issuer and any of its subsidiaries may incur Indebtedness issued in exchange for, or the net proceeds of which are used to refinance or refund, then outstanding Indebtedness incurred under this Condition and any refinancings thereof in an amount not to exceed the amount so refinanced or refunded (plus premiums, accrued interest, fees and expenses); **provided that:**

- (1) Indebtedness the proceeds of which are used to refinance or refund the Bonds or Indebtedness that is *pari passu* with, or subordinated in right of payment to, the Bonds shall only be permitted under this Condition if (x) in case the Bonds are refinanced in part or the Indebtedness to be refinanced is *pari passu* with the Bonds, such new Indebtedness, by its terms or by the terms of any agreement or instrument pursuant to which such new Indebtedness is issued or remains outstanding, is expressly made *pari passu* with, or subordinate in right of payment to, the remaining Bonds, or (y) in case the Indebtedness to be refinanced is subordinated in right of payment to the Bonds, such new Indebtedness, by its terms or by the terms of any agreement or instrument pursuant to which such new Indebtedness is issued or remains outstanding, is expressly made subordinate in right of payment to the Bonds at least to the extent that the Indebtedness to be refinanced is subordinated to the Bonds; and
 - (2) such new Indebtedness, determined as of the date of incurrence of such new Indebtedness, does not mature prior to the earlier of the stated maturity of the Indebtedness to be refinanced or refunded or 91 days after the Maturity Date of the Bonds, and the average life of such new Indebtedness is at least equal to the remaining average life of the portion of the Indebtedness to be refinanced or refunded;
- (E) **Limitation on Guarantees:** the Issuer undertakes that it will not, and will not permit any Subsidiary (other than LRH and/or its subsidiaries) directly or indirectly, to guarantee any Indebtedness of the Issuer or any other subsidiary (other than LRH and/or its subsidiaries), unless such guarantee is expressed by its terms to be contractually subordinated in right of payment and in all other respects to the Bonds;
- (F) **Financial Covenant:** the Issuer will ensure that:
- (i) the Consolidated Tangible Net Worth will not at any time be less than S\$450,000,000;
 - (ii) the ratio of Consolidated Total Borrowings to Consolidated Tangible Net Worth shall not at any time exceed 1.9 : 1; and
 - (iii) the ratio of Consolidated Secured Assets to Total Tangible Assets shall not at any time exceed 0.7 : 1;
- (G) **Non-disposal Covenant:** the Issuer will not, and will ensure that none of its subsidiaries (other than LRH and its subsidiaries) will, (whether by a single transaction or a number of related or unrelated transactions and whether at one time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of (whether outright, by a sale-and-repurchase or sale-and-leaseback arrangement, or otherwise) all or substantially all of its assets nor of any part of its assets which, either alone or when aggregated with all other disposals required to be taken into account under this Condition, is substantial in relation to its assets or those of it and its subsidiaries (other than LRH and its subsidiaries) taken as a whole or the disposal of which (either alone or when so aggregated) would have a material adverse effect on it. The following disposals shall not be taken into account under this Condition:
- (i) disposals made in the ordinary course of business and on normal commercial terms;

- (ii) disposals which (aa) are conducted on an arm's length basis and (bb) result in an increase in the net tangible assets of the Group;
 - (iii) any disposal of assets which are obsolete;
 - (iv) any transfer of assets, including but not limited to the assets of the Group in the People's Republic of China and Vietnam, to a subsidiary of the Issuer or to any Real Estate Investment Trust, property fund or any other entity which is, or will immediately after any such transfer be, a Real Estate Investment Trust, property fund or entity in which any member or members of the Group would own beneficially in aggregate at least five per cent. of the units or, as the case may be, shares in such Real Estate Investment Trust, property fund or entity provided that such transfers are conducted on an arm's length basis and do not result in a decrease in the net tangible assets of the Group;
 - (v) any exchange of assets for other assets of a similar value with the prior written consent of the Trustee. The Trustee shall consent to such disposal if the Issuer substitutes and/or replaces the assets to be disposed with replacement assets which have at least the same prevailing open market value (as determined by an Approved Valuer) of the assets to be disposed;
 - (vi) any transfer of assets from a subsidiary to another subsidiary or the Issuer, or from the Issuer to a subsidiary, and which do not result in a decrease in the net tangible assets of the Group; and
 - (vii) disposals which are approved by an Extraordinary Resolution of the Bondholders;
- (H) **Ownership of LRH:** the Issuer shall, at all times, (i) own directly or indirectly through its wholly-owned subsidiaries, not less than 75 per cent. of the issued share capital for the time being of LRH and (ii) retain management control of LRH;
- (I) **Ability of Principal Subsidiaries to declare dividend:** it shall procure, at all times, that there are no limits or restrictions on the ability of any of its Principal Subsidiaries to declare, distribute or pay to its shareholders any amount of any dividends (whether in cash or in specie), whether under its constitutional documents or by contract or otherwise, save for any dividend restriction that would apply only if and when LRH or any of its subsidiaries is in default of its repayment obligations under a loan agreement or a bank facility agreement entered, or to be entered, into by LRH or any of its subsidiaries, whether on, before or after the date of the Trust Deed;
- (J) **Change in nature of business:** the Issuer will ensure that there is no material change in the nature of its business, or the business of itself and its subsidiaries taken as a whole (whether by a single transaction or a number of related or unrelated transactions, whether at one time or over a period of time and whether by disposal, acquisition or otherwise);
- (K) **Insurance:** the Issuer will insure and keep adequately insured, and procure that each of its subsidiaries shall insure and keep adequately insured with reputable insurers, all its and their, as the case may be, property and assets which are of an insurable nature against fire and other risks normally insured against by the Issuer and its subsidiaries in respect of such property and assets, and pay or procure to be duly paid all premiums or other sums payable in respect of such insurance, and ensure that all such policies or insurance in respect of the foregoing will be in full force and effect and enforceable by the Issuer and its subsidiaries, and that to the best of their knowledge and belief, having made all reasonable enquiries, there are no circumstances which shall render such policies void or voidable. The Trustee shall be at liberty (but shall not be obliged) from time to time to accept as sufficient evidence

of the fact a certificate under the hand of a director, or duly authorised signatory (evidence of such authorisation to be delivered to the Trustee), of the Issuer to the effect that such property and assets as ought to be insured in accordance with the provisions of this Condition were, at the date of such certificate, duly insured to such value as aforesaid and that all premiums have been paid to the date of such certificate;

- (L) **Mergers and Consolidations:** the Issuer will not, unless required by law or with the prior written consent of the Trustee, undertake any re-organisation, amalgamation, reconstruction, merger or consolidation with any other company or person, or any other schemes of compromise or arrangement affecting its present constitution which has or is reasonably likely to have a material adverse effect on it;
- (M) **Alternation of Constitution:** the Issuer will not, without the prior consent in writing of the Trustee, alter any provision in its Constitution relating to its borrowing powers and principal business activities; and
- (N) **Maintenance of Assets:** the Issuer will keep and maintain its assets in good working order and condition subject to normal wear and tear and casualty loss.

In these Conditions:

- (1) **“Acceptable Financial Statements”** means the latest financial statements (consolidated or unconsolidated, as the context requires) of the Issuer which comply with the requirements of the SGX-ST for companies listed on the Main Board of the SGX-ST, delivered or required to be delivered to the Trustee pursuant to the Trust Deed.
- (2) **“Acquired Indebtedness”** means Indebtedness of a Person existing at the time such Person becomes a subsidiary or Indebtedness of a subsidiary assumed in connection with an Asset Acquisition by such subsidiary and not incurred in connection with, or in contemplation of, the Person merging with or into or becoming a subsidiary or such Asset Acquisition.
- (3) **“Approved Valuer”** means an independent and reputable natural person, company or firm of good-standing in the jurisdiction which the relevant asset is located appointed by the Issuer or any of its subsidiaries (other than LRH and its subsidiaries) to provide a valuation of the asset which the Issuer or any of its subsidiaries (other than LRH and its subsidiaries) proposes to acquire.
- (4) **“Asset Acquisition”** means (i) an investment by the Issuer or any of its subsidiaries in any other Person pursuant to which such Person will become a subsidiary or will be merged into or consolidated with the Issuer or any of its subsidiaries or (ii) an acquisition by the Issuer or any of its subsidiaries of the property and assets of any Person other than the Issuer or any of its subsidiaries that constitute substantially all of a division or line of business of such Person.
- (5) **“Asset Disposition”** means the sale or other disposition by the Issuer or any of its subsidiaries (other than to the Issuer or another of its subsidiaries) of (i) all or substantially all of the share capital of any of the Issuer’s subsidiaries or (ii) all or substantially all of the assets that constitute a division or line of business of the Issuer or any of its subsidiaries.

- (6) **“Attributable Indebtedness”** means, in respect of a Sale and Leaseback Transaction, the present value, discounted at the interest rate implicit in such Sale and Leaseback Transaction, of the total obligations of the lessee for rental payments during the remaining term of the lease in such Sale and Leaseback Transaction, including any period for which such lease has been extended or may, at the option of the lessor, be extended.
- (7) **“Capitalised Lease”** means, with respect to any Person, any lease of any property (whether real, personal or mixed) which, in conformity with Singapore Financial Reporting Standards, is required to be capitalised on the balance sheet of such Person.
- (8) **“Capitalised Lease Obligations”** means the discounted present value of the rental obligations under a Capitalised Lease.
- (9) **“Capital Stock”** means with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) in equity of such Person, whether outstanding on the Issue Date (as defined below) or issued thereafter, including, without limitation, all Common Stock and Preference Shares.
- (10) **“Common Stock”** means with respect to any Person, any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or non-voting) of such Person’s common stock or ordinary shares, whether or not outstanding at the date of the Trust Deed, and include, without limitation, all series and classes of such common stock or ordinary shares.
- (11) **“Consolidated Net Debt”** means, in relation to the Group, an amount (expressed in Singapore dollars) for the time being, calculated on a consolidated basis, the net debt position of the Group as determined in the manner consistent with that set out in note 46 to the consolidated annual financial statements for the Issuer for the financial year ended 31 December 2019 (**“FY2019”**).
- (12) **“Consolidated Secured Assets”** means total assets as shown in the consolidated Acceptable Financial Statements of the Issuer which are subject to any Encumbrance.
- (13) **“Consolidated Tangible Net Worth”** means in relation to the Group the amount (expressed in Singapore dollars) for the time being, calculated in accordance with generally accepted accounting principles in Singapore, equal to the aggregate of:
- (a) the amount paid up or credited as paid up on the issued share capital of the Issuer; and
 - (b) the amounts standing to the credit of the capital and revenue reserves (including profit and loss account) of the Group on a consolidated basis,
- all as shown in the then latest unaudited semi-annual or audited annual consolidated balance sheet of the Group but after:
- (l) making such adjustments as may be appropriate in respect of any variation in the issued and paid up share capital and the capital and revenue reserves set out in paragraph (b) above of the Group since the date of the latest unaudited semi-annual or audited annual consolidated balance sheet of the Group;

(II) deducting:

(aa) an amount equal to any distribution by any member of the Group out of profits earned prior to the date of the latest unaudited semi-annual or audited annual consolidated balance sheet of the Group and which have been declared, recommended or made since that date except so far as provided for in such balance sheet and/or paid or due to be paid to members of the Group;

(bb) all goodwill and other intangible assets;

(cc) any debit balances on consolidated profit and loss account; and

(dd) currency translation reserve which are unrealised; and

(III) taking into account any amounts arising from a writing-up or writing-down after the date of the Trust Deed of the book value of any property of the Group which is publicly announced after the date of the latest audited consolidated balance sheet of the Group.

(14) **“Consolidated Total Borrowings”** means in relation to the Group, an amount (expressed in Singapore dollars) for the time being, calculated on a consolidated basis, in accordance with generally accepted accounting principles in Singapore, equal to the aggregate of:

(a) bank overdrafts and all other indebtedness whatsoever of the Group in respect of any borrowings or borrowed moneys;

(b) the principal amount of the Bonds or any bonds or debentures of any member of the Group whether issued for cash or a consideration other than cash;

(c) the liabilities of the Issuer under the Trust Deed and the Bonds; and

(d) any redeemable Preference Shares issued by any member of the Group and which is regarded by generally accepted accounting principles in Singapore as debt or other liability of the Group.

Where such aggregate amount is to be calculated, no amount shall be taken into account more than once in the same calculation. For the avoidance of doubt, **“Consolidated Total Borrowings”** shall exclude all inter-company transactions between the Issuer and its subsidiaries or between its subsidiaries.

(15) **“Core Operating Profit”** means, in relation to any Four Quarter Period with respect to a Transaction Date, the earnings of the Group before interest, taxes, depreciation and amortisation (being consistent with the term “EDITDA” referred to in page 22 of the annual report of the Issuer for FY2019) but **excluding** extraordinary and exceptional items (which shall, for the avoidance of doubt, exclude fair value changes in investment properties and fair value changes in financial derivatives, other assets and liabilities) as determined from the latest consolidated financial statements of the Group.

- (16) **“Disqualified Stock”** means any class or series of Capital Stock of any Person that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or otherwise is (i) required to be redeemed at any time prior to the Maturity Date, (ii) redeemable at the option of the holder of such class or series of Capital Stock at any time prior to the Maturity Date or (iii) convertible into or exchangeable for Capital Stock referred to in (i) or (ii) above of this definition or Indebtedness having a scheduled maturity any time prior to the Maturity Date.
- (17) **“Four Quarter Period”** means, as of any Transaction Date, the then most recent four fiscal quarters prior to such Transaction Date for which consolidated financial statements of the Issuer are available and which may be internal consolidated financial statements.
- (18) **“Reference Period”** means, as of any Transaction Date, the period commencing on and including the first day of the Four Quarter Period with respect to such Transaction Date and ending on and including the Transaction Date.
- (19) **“Transaction Date”** means, with respect to the incurrence of any Indebtedness, the date such Indebtedness is to be incurred.
- (20) **“Fair Market Value”** means, for the purposes of this Condition 4 only, the price that would be paid in an arm’s length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy, as determined in good faith by the board of directors of the Issuer, which determination shall be conclusive if evidenced by a resolution of the board of directors of the Issuer.
- (21) **“Encumbrance”** means any mortgage, pledge, lien (other than liens arising solely by operation of law and in the ordinary course of business), charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or other arrangement or agreement the effect of which is the creation of security.
- (22) **“Group”** means the Issuer and its subsidiaries.
- (23) **“Hedging Obligation”** of any Person means the obligations of such Person pursuant to any agreement pertaining to providing protection against fluctuations in commodity prices, foreign exchange rates and/or interest rates.
- (24) **“Indebtedness”** means with respect to any Person at any date of determination (without duplication):
- (aa) all indebtedness of such Person for borrowed money;
 - (bb) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;
 - (cc) all obligations of such Person in respect of letters of credit, bankers’ acceptances or other similar instruments (including any premium, to the extent such premium has become due and payable);
 - (dd) all obligations of such Person to pay the deferred and unpaid purchase price of property or services, except trade payables;
 - (ee) all Capitalised Lease Obligations and Attributable Indebtedness;

- (ff) all Indebtedness of other Persons secured by an Encumbrance on any asset of such Person, whether or not such Indebtedness is assumed by such Person; provided that the amount of such Indebtedness shall be the lesser of (i) the Fair Market Value of such asset at such date of determination and (ii) the amount of such Indebtedness;
 - (gg) all Indebtedness of other Persons guaranteed by such Person, to the extent such Indebtedness is guaranteed by such Person;
 - (hh) to the extent not otherwise included in this definition, Hedging Obligations; and
 - (ii) all Disqualified Stock issued by such Person valued at the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price plus accrued dividend.
- (25) **“LRH”** means Laguna Resorts & Hotels Public Company Limited.
- (26) **“Person”** includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity).
- (27) **“Preference Shares”** as applied to any shares that by its term is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of the company or corporation, over the ordinary shares of such company or corporation.
- (28) **“Principal Subsidiary”** means any subsidiary of the Issuer:
- (aa) whose total assets, as shown by the accounts of such subsidiary (consolidated in the case of a company which itself has subsidiaries), based upon which the latest audited consolidated accounts of the Group have been prepared, are at least 10 per cent. of the total assets of the Group as shown by such audited consolidated accounts; or
 - (bb) whose turnover, as shown by the accounts of such subsidiary (consolidated in the case of a company which itself has subsidiaries), based upon which the latest audited consolidated accounts of the Group have been prepared, is at least 10 per cent. of the consolidated turnover of the Group as shown by such audited consolidated accounts, provided that if any such subsidiary (the **“transferor”**) shall at any time transfer the whole or a substantial part of its business, undertaking or assets to another subsidiary or the Issuer (the **“transferee”**) then:
 - (I) if the whole of the business, undertaking and assets of the transferor shall be so transferred, the transferor shall thereupon cease to be a Principal Subsidiary and the transferee (unless it is the Issuer) shall thereupon become a Principal Subsidiary; and
 - (II) if a substantial part only of the business, undertaking and assets of the transferor shall be so transferred, the transferor shall remain a Principal Subsidiary and the transferee (unless it is the Issuer) shall thereupon become a Principal Subsidiary.

Any subsidiary which becomes a Principal Subsidiary by virtue of (I) above or which remains or becomes a Principal Subsidiary by virtue of (II) above shall continue to be a Principal Subsidiary until the date of issue of the first audited consolidated accounts of the Group prepared as at a date later than the date of the relevant transfer which show the total assets or (as the case may be) turnover as shown by the accounts of such subsidiary (consolidated (if any) in the case of a company which itself has subsidiaries), based upon which such audited consolidated accounts have been prepared, to be less than 10 per cent. of the total assets or, as the case may be, the consolidated turnover of the Group, as shown by such audited consolidated accounts.

A report by the Issuer's auditors, who shall also be responsible for producing any pro-forma accounts required for the above purposes, that in their opinion a subsidiary is or is not a Principal Subsidiary shall, in the absence of manifest error, be conclusive.

- (29) **"Real Estate Investment Trust"** means a collective investment scheme that is listed on the SGX-ST and authorised or recognised under Sections 286 and 287 of the Securities and Futures Act, Chapter 289 of Singapore (**"SFA"**) respectively, and which is a real estate investment trust that invests only in real estate and real estate-related assets specified by the Monetary Authority of Singapore (**"MAS"**) in the Code of Collective Investment Schemes issued by the MAS, as modified from time to time.
- (30) **"Sale and Leaseback Transaction"** means any direct or indirect arrangement relating to property (whether real, personal or mixed), now owned or hereafter acquired whereby the Issuer or any of its subsidiaries transfers such property to another Person and the Issuer or any of its subsidiaries leases it from such Person.
- (31) **"subsidiary"** means:
- (i) a subsidiary within the meaning of Section 5 of the Companies Act, Chapter 50 of Singapore;
 - (ii) a trust, fund or other entity (whether or not a body corporate) in which more than half of the interest in such trust, fund or other entity (whether represented by units or otherwise) is beneficially owned, directly or indirectly, by the Issuer; or
 - (iii) any company or corporation which is a subsidiary of any trust, fund or other entity (whether or not a body corporate) to which paragraph (ii) above applies.
- (32) **"Total Tangible Assets"** means total assets as shown in the consolidated Acceptable Financial Statements of the Issuer and shall include the Group's properties, assets and revenue (including any right to receive revenues) and at all times exclude any goodwill or other intangible assets.

5. INTEREST

- (i) The Bonds shall bear interest at the rate of 7.5 per cent. per annum (the **"Interest Rate"**) on the outstanding principal amount of the Bonds from (and including) 6 August 2020 (the **"Issue Date"**). Interest is payable semi-annually in arrear on 6 February and 6 August in each year (each such date for payment of such interest hereafter referred to as an **"Interest Payment Date"**) commencing on 6 February 2021. Each Bond will cease to bear interest (a) where the Conversion Right attached to it shall have been exercised, from and including the Interest Payment Date last preceding its Conversion Date (as defined below) (or if such Conversion Date falls on or before the first Interest Payment Date, the Issue Date) subject to conversion of the relevant Bond in accordance with the provisions of Condition 6(B), or (b) from the due date for

redemption thereof unless, upon due presentation, payment of the full amount due is improperly withheld or refused. In such event it shall continue to bear interest in accordance with this Condition until the earlier of (x) the day on which all sums due in respect of such Bond up to that day are received by or on behalf of the relevant Bondholder, and (y) the day being the seventh day after the Trustee or the Principal Agent has notified Bondholders of receipt of all sums due in respect of all the Bonds up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holder under these Conditions).

- (ii) If interest is required to be calculated for a period of less than one year, it will be calculated on the basis of a 365-day year and the actual number of days elapsed. Interest payable under this Condition will be paid in accordance with Condition 7.
- (iii) No payment or adjustment will be made on conversion for any interest accrued on converted Bonds since the Interest Payment Date last preceding the relevant Conversion Date, or, if the Bonds are converted on or before the first Interest Payment Date, since the Issue Date.

6. CONVERSION

(A) Conversion Right

- (i) Conversion Period: Subject as hereinafter provided, Bondholders have the right to convert their Bonds into new Shares at any time during the Conversion Period (as defined below) at the Conversion Price (as defined below).

The right of a Bondholder to convert any Bond into new Shares is called the “**Conversion Right**”. Subject to and upon compliance with these Conditions and any applicable fiscal or other laws or regulations, the Conversion Right attaching to any Bond may be exercised, at the option of the holder thereof, at any time on and after 16 September 2020 (being 41 days after the Issue Date), up to the close of business (at the place where the Certificate evidencing such Bond is deposited for conversion) on a date ten days prior to the Maturity Date (as defined below) (but, except as provided in Condition 6(A)(iv), in no event thereafter) or if such Bond shall have been called for redemption before the Maturity Date, then up to the close of business (at the place aforesaid) on a date no later than ten days (at the place aforesaid) prior to the date fixed for redemption thereof (but, except as provided in Condition 6(A)(iv), in no event thereafter) but excluding the Closed Periods (the “**Conversion Period**”); provided that, in each case, if such final date for the exercise of Conversion Rights is not a Business Day at the place aforesaid, then the period for exercise of Conversion Rights by Bondholders shall end on the immediately preceding Business Day at the place aforesaid. The Issuer shall, at least one month before the end of the Conversion Period, give notice to Bondholders in accordance with Condition 14 of the last date of the Conversion Period and shall make such announcement of such last date of the Conversion Period as may be required under any applicable laws, regulations or rules of the SGX-ST or the Alternative Stock Exchange, as the case may be.

Notwithstanding the foregoing, if the Conversion Date in respect of a Bond would otherwise fall during a period in which the register of members of the Issuer is closed generally or for the purpose of establishing entitlement to any dividend or other rights attaching to the Shares (a “**Book Closure Period**”), such Conversion Date shall be postponed to the first Stock Exchange Business Day (as defined in Condition 6(B)(i)) after the expiry of such Book Closure Period. Any exercise of a Conversion Right shall be deemed to be ineffective and, subject to Condition 6(A)(iv), shall be deemed to have expired if, as a result of any postponement pursuant to this Condition 6, the Conversion

Date would fall on a day after expiry of the Conversion Period or, in the case of the exercise of such rights as aforesaid, after the relevant redemption date.

The number of new Shares to be issued and delivered on conversion of a Bond will be determined by dividing the principal amount of the Bond to be converted by the Conversion Price in effect at the Conversion Date (both as hereinafter defined). Following conversion in accordance with these Conditions, the right of the converting Bondholder to repayment of the principal amount of the Bond shall be extinguished and released, and in consideration and in exchange therefor, the Issuer shall allot and issue Shares credited as paid-up in full as provided in this Condition 6. A Conversion Right may only be exercised in respect of one or more Bonds.

- (ii) Fractions of Shares: Fractions of Shares will not be issued on conversion and no cash adjustments or other adjustment will be made in lieu thereof. However, if the Conversion Right in respect of more than one Bond is exercised at any one time such that the Shares to be delivered on conversion are to be registered in the same name, the number of such Shares to be delivered in respect thereof shall be calculated on the basis of the aggregate principal amount of such Bonds being so converted and rounded down to the nearest whole number of Shares. Notwithstanding the foregoing, in the event of a consolidation or re-classification of Shares by operation of law or otherwise occurring after the Issue Date which reduces the number of Shares outstanding, the Issuer will upon conversion of Bonds pay in cash a sum equal to such portion of the principal amount of the Bond or Bonds evidenced by the Certificate deposited in connection with the exercise of Conversion Rights as corresponds to any fraction of a Share not issued as a result of such consolidation or re-classification aforesaid if such sum exceeds S\$10.00. Any such sum shall be paid in Singapore not later than five Business Days after the relevant Conversion Date by means of a Singapore dollar cheque drawn on, or by a transfer to a Singapore dollar account maintained by the payee with, a bank in Singapore, in accordance with instructions given by the relevant Bondholder in the relevant Conversion Notice.
- (iii) Conversion Price: The price at which Shares will be issued upon conversion, as adjusted from time to time (the “**Conversion Price**”) will initially be S\$0.25 per Share but will be subject to adjustment in the manner provided in Condition 6(C) or under the circumstances provided in Condition 8(C).
- (iv) Revival and/or Survival after Default: Notwithstanding the provisions of Condition 6(A)(i), if (a) the Issuer shall default in making payment in full in respect of any Bond which shall have been called for redemption on the date fixed for redemption thereof, (b) any Bond has become due and payable prior to the Maturity Date by reason of the occurrence of any of the events under Condition 10 or (c) any Bond is not redeemed on the Maturity Date in accordance with Condition 8(A), the Conversion Right attaching to such Bond will revive and/or will continue to be exercisable up to, and including, the close of business (at the place where the Certificate evidencing such Bond is deposited for conversion) on the date upon which the full amount of the moneys payable in respect of such Bond has been duly received by the Principal Agent or the Trustee and, notwithstanding the provisions of Condition 6(A)(i), any Bond in respect of which the Conversion Notice (as defined below) are deposited for conversion prior to such date shall be converted on the relevant Conversion Date (as defined below) notwithstanding that the full amount of the moneys payable in respect of such Bond shall have been received by the Bondholders before such Conversion Date or that the Conversion Period, or as the case may be, the Change of Control Period may have expired before such Conversion Date, provided that the moneys so received by the Bondholders must in that event be as soon as practicable payable to the Issuer to the extent of the Bonds so converted.

- (v) Meaning of “Shares”: As used in these Conditions, the expression “**Shares**” means ordinary shares of the Issuer or ordinary shares of any class or classes resulting from any subdivision, consolidation or re-classification of those shares, which as between themselves have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Issuer and “**Shareholders**” means the holders of such Shares.

(B) Conversion Procedure

- (i) Conversion Notice: To exercise the Conversion Right attaching to any Bond, the holder thereof must complete, execute and deposit at his own expense with the Conversion Agent during normal business hours (being between 9 a.m. to 3 p.m.) by facsimile transmission or electronic transmission on any Business Day (local time in the place of deposit) a duly completed and signed notice of conversion (a “**Conversion Notice**”) in the form (for the time being current) obtainable from the Conversion Agent, together with (A) the relevant Certificate, (if applicable) and (B) the giving of representations and agreements required in the Conversion Notice, including that it or, if it is a broker dealer acting on behalf of a customer, such customer (i) will, on conversion become the beneficial owner of the Shares and (ii) is located outside the United States (within the meaning of Regulation S under the U.S. Securities Act of 1933, as amended. For the purposes of these Conditions, a reference to Conversion Notice shall also include a Change of Control Exercise Notice (as defined in Condition 8(C)).

Conversion Rights shall be exercised subject in each case to any applicable fiscal or other laws or regulations applicable in the jurisdiction in which the specified office of the Conversion Agent to whom the relevant Conversion Notice is delivered is located. Each Conversion Agent shall be entitled to assume, without duty to enquire, that each converting Bondholder has, as a condition precedent to exercising its Conversion Right, paid all stamp, issue, registration, and similar taxes or duties or transfer costs (if any) (other than any amounts payable by the Issuer in accordance with the Conditions) which it is required to pay in accordance with the Conditions and shall have no responsibility whatsoever to the Issuer or any Bondholder or any other person resulting from any such failure or omission.

The Issuer, or the Conversion Agent on its behalf, may reject any Conversion Notice which is, in its opinion, incorrect or incomplete in any material respect and such decision shall, save in the case of manifest error, be conclusive and binding on the Issuer, the Trustee, the Conversion Agent and the relevant Bondholder.

The conversion date in respect of a Bond (the “**Conversion Date**”) must fall at a time when the Conversion Right attaching to that Bond is expressed in these Conditions to be exercisable (subject to the provisions of Condition 6(A)(iv) above) and will be deemed to be (A) the Stock Exchange Business Day (as defined below) immediately following the delivery of such Conversion Notice or (B) under the circumstances provided in Condition 8(C), the Change of Control Conversion Date and in each case surrender of the Certificate in respect of such Bond and, if applicable, evidence of any payment to be made under these Conditions in connection with the exercise of such Conversion Right. A Conversion Notice once delivered shall be irrevocable and may not be withdrawn unless the Issuer consents to such withdrawal. “**Stock Exchange Business Day**” means any day (other than a Saturday, Sunday or gazetted public holiday) on which the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) or the Alternative Stock Exchange (as defined in Condition 6(C) below), as the case may be, is open for the business of dealing in securities.

*Subject to the requirements of CDP, the Conversion Right attaching to a Bond represented by the Global Certificate may be exercised by the presentation to or to the order of a Conversion Agent of one or more Conversion Notices duly completed by or on behalf of each person who is for the time being shown in the records of CDP as the holder of a particular principal amount of Bonds (each an “**Accountholder**”). Deposit of the Global Certificate with the Conversion Agent (or any other conversion agent from time to time) together with the relevant Conversion Notice shall not be required. In such a case, the delivery of the Conversion Notice in respect of the Bonds to be converted will constitute or be deemed to constitute confirmation by the relevant Accountholder that the information and representations in the Conversion Notice are true and accurate on the date of delivery.*

Any exercise of the Conversion Right attaching to a Bond represented by the Global Certificate shall be further conditional on that principal amount of Bonds so exercised being available in the “Free Balance” of the securities account(s) of the exercising Bondholder with CDP until the relevant Conversion Date and on the exercising Bondholder electing in the Conversion Notice to have the delivery of the Shares allotted and issued on conversion of the relevant Bonds to be effected by crediting such Shares to the securities account(s) of the exercising Bondholder or as it may direct, failing which the Conversion Notice shall be void and all rights of the exercising Bondholder and of any other person thereunder shall cease.

- (ii) Stamp Duty etc.: The Issuer shall pay any taxes and capital, stamp, issue and registration duties arising on conversion, allotment and issue of Shares and listing of the Shares on conversion (the “**Taxes**”) and the Bondholder delivering the Conversion Notice (and, if applicable, the person other than the Bondholder to whom the Share are to be issued) must pay directly to the relevant authorities all, if any, taxes arising by reference to any disposal or deemed disposal of a Bond in connection with such conversion. The Trustee and the Agents shall not be responsible or liable for determining whether any such taxes or capital, stamp, issue, registration and transfer taxes and duties are payable or the amount thereof and it shall not be responsible or liable in any way to anyone for any failure or omission by any Bondholder to pay such taxes or capital, stamp, issue, registration and transfer taxes and duties or the sufficiency or insufficiency of any amounts paid by the Bondholders for this purpose.
- (iii) Registration:
 - (a) As soon as practicable, and in any event not later than 15 Stock Exchange Business Days after the Conversion Date (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations or the requirements of CDP), the Issuer will, in the case of Bonds converted on exercise of the Conversion Right and in respect of which a duly completed Conversion Notice has been delivered and the relevant Certificate (if applicable), procure that the relevant number of Shares are allotted to and registered in the name of CDP for credit to the securities account designated for the purpose in the Conversion Notice for so long as the Shares are listed on the SGX-ST; or if the Shares are not listed on the SGX-ST, register the person or persons designated for the purpose in the Conversion Notice as holder(s) of the relevant number of Shares in the Issuer’s share register and make such certificate or certificates available for collection at the office of the Issuer’s share registrar in Singapore (currently, Boardroom Corporate & Advisory Services Pte. Ltd.) or, if so requested in the relevant Conversion Notice, will cause its share registrar to mail (at the risk, and, if sent at the request of such person otherwise than by ordinary mail, at the expense, of the person to whom such certificate or certificates are sent) such certificate or certificates to the person and at the place specified in the Conversion

Notice, together (in either case) with any other securities, property or cash required to be delivered upon conversion and such assignments and other documents (if any) as may be required by law to effect the transfer thereof, in which case a single share certificate will be issued in respect of all Shares issued on conversion of Bonds subject to the same Conversion Notice and which are to be registered in the same name.

- (b) If the Conversion Date in relation to any Bond shall be on or after a date with effect from which an adjustment to the Conversion Price takes retroactive effect pursuant to any of the provisions referred to in Condition 6(C) or Condition 8(C) and the relevant Registration Date (as defined below) falls on a date when the relevant adjustment has not yet been reflected in the then current Conversion Price (such adjustment, a “**Retroactive Adjustment**”), the provisions of this Condition 6(B)(iii) shall be applied *mutatis mutandis* to such number of Shares as is equal to the excess of the number of Shares which would have been required to be issued on conversion of such Bond if the relevant Retroactive Adjustment had been effected as at the said Registration Date over the number of Shares previously issued (or which the Issuer was previously bound to issue) pursuant to such conversion.
- (c) The person or persons designated in the Conversion Notice will become the holder of record of the number of Shares issuable upon conversion with effect from the date the relevant Shares are credited to their respective accounts with CDP or he is or they are registered as such in the Issuer’s register of members (the “**Registration Date**”). The Shares issued upon conversion of the Bonds will be fully paid and rank *pari passu* in all respects with the Shares in issue on the relevant Registration Date. Save as set out in these Conditions, a holder of Shares issued on conversion of the Bonds shall not be entitled to any dividends, rights, allotments or other distributions, the record date for which precedes the relevant Registration Date. Bonds which are duly converted will be cancelled by the removal of the Bondholder’s name from the Register in respect of such Bonds on the relevant Registration Date.
- (d) If the record date for the payment of any dividend or other distribution in respect of the Shares is on or after the Conversion Date in respect of any Bond, but before the Registration Date (disregarding any Retroactive Adjustment referred to above prior to the time such Retroactive Adjustment shall have become effective), the Issuer will calculate and pay to the converting Bondholder or his designee an amount in Singapore dollars (the “**Equivalent Amount**”) equal to any such dividend or other distribution to which he would have been entitled had he on that record date been such a shareholder of record and will make the payment at the same time as it makes payment of the dividend or other distribution, or as soon as practicable thereafter, but, in any event, not later than seven days thereafter. The Equivalent Amount shall be paid by means of a Singapore dollar cheque drawn on, or by transfer to a Singapore dollar account maintained by the payee with, a bank in Singapore, in accordance with instructions given by the relevant Conversion Notice.

(C) Conversion Adjustment

The Conversion Price will be subject to adjustment in the following events as set out in the Trust Deed (save and except that no adjustments will be made to the Conversion Price by virtue of the issue of any further Bonds in accordance with Condition 14):

- (1) Consolidation, Subdivision or Re-classification: If and whenever there shall be an alteration to the number of issued Shares as a result of consolidation, subdivision or re-classification, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such alteration by the following fraction:

$$\frac{A}{B}$$

where:

A is the aggregate number of issued Shares immediately before such alteration; and

B is the aggregate number of issued Shares immediately after such alteration.

Such adjustment shall become effective on the date the alteration takes effect.

- (2) Capitalisation of Profits or Reserves:

- (i) If and whenever the Issuer shall issue any Shares credited as fully paid to the holders of Shares (“**Shareholders**”) by way of capitalisation of profits or reserves including Shares paid up out of distributable profits or reserves (except any Scrip Dividend (as defined below)) and which would not have constituted a Capital Distribution (as defined below), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A}{B}$$

where:

A is the aggregate number of issued Shares immediately before such issue;
and

B is the aggregate number of issued Shares immediately after such issue.

- (ii) In the case of an issue of Shares by way of a Scrip Dividend where the Current Market Price (as defined below) of such Shares exceeds the amount of Relevant Cash Dividend (as defined below) or the relevant part thereof and which would not have constituted a Capital Distribution, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before the issue of such Shares by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A* is the aggregate number of issued Shares immediately before such issue;
- B* is the aggregate number of Shares issued by way of such Scrip Dividend multiplied by a fraction of which (i) the numerator is the amount of the whole, or the relevant part, of the Relevant Cash Dividend and (ii) the denominator is the Current Market Price of the Shares; and
- C* is the aggregate number of Shares issued by way of such Scrip Dividend.

Such adjustment shall become effective on the date of issue of such Shares or if a record date is fixed therefor, immediately after such record date.

- (3) Capital Distributions: If and whenever the Issuer shall pay or make any Capital Distribution to the Shareholders (except to the extent that the Conversion Price falls to be adjusted under Condition 6(C)(2) above), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such Capital Distribution by the following fraction:

$$\frac{A - B}{A}$$

where:

- A* is the Current Market Price of one Share on the last Trading Day preceding the date on which the Capital Distribution is publicly announced; and
- B* is the Fair Market Value on the date of such announcement of the portion of the Capital Distribution attributable to one Share, determined by dividing the Fair Value of the aggregate Capital Distribution by the number of Shares entitled to receive the Capital Distribution.

Such adjustment shall become effective on the date that such Capital Distribution is actually made or if a record date is fixed therefor, immediately after such record date.

- (4) Rights Issues of Shares or Options over Shares: If and whenever the Issuer shall issue Shares to all or substantially all Shareholders as a class by way of rights, or issue or grant to all or substantially all Shareholders as a class by way of rights, options, warrants or other rights to subscribe for or purchase or otherwise acquire any Shares, in each case at less than the Current Market Price per Share on the last Trading Day preceding the date of the announcement of the terms of the issue or grant, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue or grant by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Shares in issue immediately before such announcement;
- B is the number of Shares which the aggregate amount (if any) payable for the Shares issued by way of rights or for the options or warrants or other rights issued by way of rights and for the total number of Shares comprised therein would subscribe for, purchase or otherwise acquire at such Current Market Price per Share; and
- C is the aggregate number of Shares issued or, as the case may be, comprised in the grant.

Such adjustment shall become effective on the date of issue of such Shares or issue or grant of such options, warrants or other rights (as the case may be) in respect of the securities or where a record date is set, the first date on which the Shares are traded ex-rights, ex-options or ex-warrants, as the case may be.

- (5) Rights Issues of Other Securities: If and whenever the Issuer shall issue any securities (other than Shares or options, warrants or other rights to subscribe for, purchase or otherwise acquire any Shares) to all or substantially all Shareholders as a class by way of rights or grant to all or substantially all Shareholders as a class by way of rights, options, warrants or other rights to subscribe for, purchase or otherwise acquire any securities (other than Shares or options, warrants or other rights to subscribe for, purchase or otherwise acquire Shares), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue or grant by the following fraction:

$$\frac{A - B}{A}$$

where:

- A is the Current Market Price of one Share on the last Trading Day preceding the date on which such issue or grant is publicly announced; and
- B is the Fair Market Value on the date of such announcement of the portion of the rights attributable to one Share.

Such adjustment shall become effective on the date of issue of the securities or grant of such rights, options or warrants (as the case may be) or where a record date is set, the first date on which the Shares are traded ex-rights, ex-options or ex-warrants, as the case may be, on the Relevant Stock Exchange.

- (6) Issues at less than Current Market Price: If and whenever the Issuer shall issue (otherwise than as mentioned in Condition 6(C)(4) above) any Shares (other than Shares issued on the exercise of Conversion Rights or on the exercise of any other rights of conversion into, or exchange or subscription for Shares) or issue or grant (otherwise than as mentioned in Condition 6(C)(4) above) options, warrants or other rights to subscribe for, purchase or otherwise acquire any Shares, in each case at a price per Share which is less than the Current Market Price on the last Trading Day preceding the date of announcement of the terms of such issue, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A + B}{C}$$

where:

- A is the number of Shares in issue immediately before the issue of such additional Shares or the issue or grant of such options, warrants or other rights to subscribe for, purchase or otherwise acquire any Shares;
- B is the number of Shares which the aggregate consideration (if any) receivable for the issue of such additional Shares would purchase at such Current Market Price; and
- C C is the number of Shares in issue immediately after the issue of such additional Shares.

References to additional Shares in the above formula shall, in the case of an issue by the Issuer of options, warrants or other rights to subscribe or purchase Shares, mean such Shares to be issued assuming that such options, warrants or other rights are exercised in full at the initial exercise price (if applicable) on the date of issue of such options, warrants or other rights.

Such adjustment shall become effective on the date of issue of such additional Shares or, as the case may be, the grant of such options, warrants or other rights.

- (7) Other Issues at less than Current Market Price: Save in the case of an issue of securities arising from a conversion or exchange of other securities in accordance with the terms applicable to such securities themselves falling within this Condition 6(C)(7), if and whenever the Issuer or any of its subsidiaries (otherwise than as mentioned in Condition 6(C)(4), Condition 6(C)(5) or Condition 6(C)(6)), or (at the direction or request of or pursuant to any arrangements with the Issuer or any of its subsidiaries), any other company, person or entity shall issue wholly for cash any securities (other than the Bonds excluding for this purpose any further bonds) which by their terms of issue carry rights of conversion into, or exchange or subscription for, Shares to be delivered by the Issuer upon conversion, exchange or subscription at a consideration per Share which is less than the Current Market Price on the last Trading Day preceding the date of announcement of the terms of issue of such securities, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A* is the number of Shares in issue immediately before such issue;
- B* is the number of Shares which the aggregate consideration receivable by the Issuer for the Shares to be issued on conversion or exchange or on exercise of the right of subscription attached to such securities would purchase at such Current Market Price; and
- C* is the maximum number of Shares to be issued on conversion or exchange of such securities or on the exercise of such rights of subscription attached thereto at the initial conversion, exchange or subscription price or rate.

Such adjustment shall become effective on the date of issue of such securities.

- (8) Modification of Rights of Conversion etc.: If and whenever there shall be any modification of the rights of conversion, exchange or subscription attaching to any such securities as are mentioned in Condition 6(C)(7) (other than in accordance with the terms of such securities) so that the consideration per Share (for the number of Shares available on conversion, exchange or subscription following the modification) is less than the Current Market Price on the last Trading Day preceding the date of announcement of the proposals for such modification, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such modification by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A* is the number of Shares in issue immediately before such modification;
- B* is the number of Shares which the aggregate consideration (if any) receivable by the Issuer for the Shares to be issued, or otherwise made available, on conversion or exchange or on exercise of the right of subscription attached to the securities so modified would purchase at such Current Market Price or, if lower, the existing conversion, exchange or subscription price of such securities; and
- C* is the maximum number of Shares to be issued, or otherwise made available, on conversion or exchange of such securities or on the exercise of the right of subscription attached thereto at the modified conversion, exchange or subscription or purchase price or rate but giving credit in such manner as an Independent Investment Bank (as defined below) considers appropriate (if at all) for any previous adjustment under this Condition 6(C)(8) or Condition 6(C)(7).

Such adjustment shall become effective on the date of modification of the rights of conversion, exchange or subscription attaching to such securities.

- (9) Other Offers to Shareholders: The issue, sale or distribution by or on behalf of the Issuer or any of its subsidiaries or (at the direction or request of or pursuant to any arrangements with the Issuer or any of its subsidiaries) any other company, person or entity of any securities in connection with an offer by or on behalf of the Issuer or any of its subsidiaries or such other company, person or entity pursuant to which offer the Shareholders generally are entitled to participate in arrangements whereby such securities may be acquired by them (except where the Conversion Price falls to be adjusted under Condition 6(C)(4), Condition 6(C)(5), Condition 6(C)(6) or Condition 6(C)(7)) above.

In such an event, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A - B}{A}$$

where:

- A* is the Current Market Price of one Share on the last Trading Day preceding the date on which such issue, sale or distribution is publicly announced; and
- B* is the Fair Market Value on the date of such announcement of the portion of the rights attributable to one Share.

Such adjustment shall become effective on the date of issue, sale or distribution of the securities.

- (10) Determination by the Issuer: If the Issuer determines that an adjustment should be made to the Conversion Price as a result of one or more events or circumstances (whether or not referred to in paragraphs (1) to (9) above or in Condition 8(C)) (even if the relevant event or circumstance is specifically excluded in these Conditions from the operation of paragraphs (1) to (9) above or in Condition 8(C)), or that an adjustment should not be made (even if the relevant event or circumstance is specifically provided for in paragraphs (1) to (9) above or in Condition 8(C)), or that the effective date for the relevant adjustment should be a date other than that mentioned in paragraphs (1) to (9) above or in Condition 8(C), the Issuer shall at its own expense request an Independent Investment Bank to determine as soon as practicable what adjustment (if any) to the Conversion Price is fair and reasonable to take account thereof, if the adjustment would result in a reduction in the Conversion Price, and the date on which such adjustment should take effect and upon such determination (if any) shall be made and shall take effect in accordance with such determination, in each case, so as to restore the economic position of the Bondholders, after the occurrence of such events or circumstances, to the same position as if the diluting effect of such events or circumstances had not occurred in order to give effect to the intended results of such adjustment; PROVIDED THAT where the events or circumstances giving rise to any adjustment pursuant to this Condition 6(C) or in Condition 8(C) have already resulted or will result in an adjustment to the Conversion Price or where the circumstances giving rise to any adjustment arise by virtue of events or circumstances which have already given rise or will give rise to an adjustment to the Conversion Price, such modification (if any) shall be made to the operation of the provisions of this Condition 6(C) or in Condition 8(C) as may be advised by the Independent Investment Bank to be in its opinion appropriate to restore the economic position of the Bondholders, after the occurrence of such events or circumstances, to the same position as if the diluting effect of such events or circumstances had not occurred in order to give the intended result.

For the purposes of these Conditions:

“Alternative Stock Exchange” means at any time (a) in the case of the Shares, if they are not at that time listed and traded on the SGX-ST, the principal stock exchange or securities market on which the Shares are then listed or quoted or dealt in or (b) in the case of the Bonds, if they are not at that time listed and traded on the SGX-ST, the principal stock exchange or securities market on which the Bonds are then listed or quoted or dealt in.

“Business Day” means, in respect of each Bond, (i) a day (other than a Saturday, Sunday or gazetted public holiday) on which the CDP is operating and (ii) (if a payment is to be made on that day) 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 Hong Kong.

“Capital Distribution” means: (i) any distribution of cash or assets in specie by the Issuer for any financial period whenever paid or made and however described and whether payable out of profits or reserves (and for these purposes a distribution of assets in specie includes without limitation an issue of Shares or other securities credited as fully or partly paid (other than Shares credited as fully paid by way of capitalisation of reserves)); and (ii) any dividend (including any cash or Scrip Dividend) or distribution of any kind by the Issuer for any financial period (whenever paid and however described).

“Closing Price” for the Shares for any Trading Day shall be the average closing market price quoted by the SGX-ST or, as the case may be, the Alternative Stock Exchange, for the previous Trading Day.

“Current Market Price” means, in respect of a Share at a particular time on a particular date, the average of the Closing Prices for one Share (being a Share carrying full entitlement to dividend) for the 20 consecutive Trading Days ending on the Trading Day immediately preceding such date; provided that if at any time during the said 20 Trading Day period the Shares shall have been quoted ex-dividend and during some other part of that period the Shares shall have been quoted cum-dividend then:

- (i) if the Shares to be issued in such circumstances do not rank for the dividend in question, the quotations on the dates on which the Shares shall have been quoted cum-dividend shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the amount of that dividend per Share; or
- (ii) if the Shares to be issued in such circumstances rank for the dividend in question, the quotations on the dates on which the Shares shall have been quoted ex-dividend shall for the purpose of this definition be deemed to be the amount thereof increased by such similar amount,

and provided further that if the Shares on each of the said 20 Trading Days have been quoted cum-dividend in respect of a dividend which has been declared or announced but the Shares to be issued do not rank for that dividend, the quotations on each of such dates shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the amount of that dividend per Share.

“Fair Market Value” means, with respect to any assets, security, option, warrants or other right on any date, the fair market value of that asset, security, option, warrant or other right as determined by an Independent Investment Bank, acting as an expert, provided that (i) the fair market value of a cash dividend paid or to be paid per Share shall be the amount of such cash dividend per Share determined as at the date of announcement of such dividend; (ii) the fair market value of any other cash amount shall be the amount of such cash; (iii) where options, warrants or other rights are publicly traded in a market of adequate liquidity (as determined by such Independent Investment Bank) the fair market value of such options, warrants or other rights shall equal the arithmetic mean of the daily closing prices of such options, warrants or other rights during the period of five trading days on the relevant market commencing on such date (or, if later, the first such trading day such options, warrants or other rights are publicly traded) or such shorter period as such options, warrants or other rights are publicly traded; and (iv) where options, warrants or other rights are not publicly traded (as aforesaid), the Fair Market Value of such options, warrants or other rights shall be determined in good faith by an Independent Investment Bank, on the basis of a commonly accepted market valuation method and taking account of such factors as it

considers appropriate, including the market price per Share, the dividend yield of an Share, the volatility of such market price, prevailing interest rates and the terms of such options, warrants or other rights, including as to the expiry date and exercise price (if any) thereof.

“Independent Investment Bank” means an independent investment bank of international repute (acting as an expert) selected by the Issuer and notified to the Trustee.

“Relevant Cash Dividend” means any cash dividend per Share specifically declared by the Issuer.

“Relevant Stock Exchange” means at any time, in respect of the Shares, the SGX-ST or the Alternative Stock Exchange.

“Scrip Dividend” means any Shares issued in lieu of the whole or any part of any Relevant Cash Dividend being a dividend which the Shareholders concerned would or could otherwise have received.

“S\$” and **“Singapore dollars”** mean the lawful currency of Singapore.

“Trading Day” means a day when the SGX-ST or, as the case may be, an Alternative Stock Exchange is open for dealing business, provided that if no Closing Price is reported for one or more consecutive dealing days such day or days will be disregarded in any relevant calculation and shall be deemed not to have been dealing days when ascertaining any period of dealing days.

“Volume Weighted Average Price” means, in respect of a Share on any Stock Exchange Business Day, the order book volume-weighted average price of a Share appearing on or derived from Bloomberg or such other source as shall be determined to be appropriate by an Independent Investment Bank on such Stock Exchange Business Day, provided that on any such Stock Exchange Business Day where such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of a Share in respect of such Stock Exchange Business Day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding Stock Exchange Business Day on which the same can be so determined, or as an Independent Investment Bank might otherwise determine in good faith to be appropriate.

On any adjustment, the relevant Conversion Price, if not an integral multiple of one S\$ cent, shall be rounded down to the nearest S\$ cent. No adjustment shall be made to the Conversion Price where such adjustment (rounded down if applicable) would be less than one per cent. of the Conversion Price then in effect. Any adjustment not required to be made, and any amount by which the Conversion Price has not been rounded down, shall be carried forward and taken into account in any subsequent adjustment. Notice of any adjustment shall be given to Bondholders in accordance with Condition 14 as soon as practicable after the determination hereof.

Where more than one event which gives or may give rise to an adjustment to the Conversion Price occurs within such a short period of time that, in the opinion of an Independent Investment Bank, the foregoing provisions would need to be operated subject to some modification in order to give the intended result, such modification shall be made to the operation of the foregoing provisions as may be advised by such Independent Investment Bank to be in their opinion appropriate in order to give such intended result.

No adjustment shall be made to the Conversion Price where Shares or other securities including rights, warrants or options are issued, offered, exercised, allotted, appropriated, modified or granted to or for the benefit of employees, officers, former employees or officers (including directors holding or formerly holding executive office) of the Issuer, any of its subsidiaries or any of its associated company pursuant to any employees' share scheme or plan (including a dividend

reinvestment plan) provided that (i) such scheme or plan is in compliance with the listing rules of the SGX-ST or an Alternative Stock Exchange, (ii) the total number of Shares that are issued by the Issuer pursuant to such scheme or plan during the 12-month period up to and including the date of such issue of Shares, in aggregate, shall not exceed more than 2 per cent. of the average of the issued and outstanding Shares during such 12-month period and (iii) the exercise price of any options granted under such scheme or plan shall not be lower than the minimum exercise price as permitted under the listing rules of SGX-ST, or if applicable, the listing rules of an Alternative Stock Exchange from time to time.

No adjustment involving an increase in the Conversion Price will be made, except in the case of a consolidation of the Shares as referred to in Condition 6(C)(1) above or where there has been a proven manifest error in the calculation of the Conversion Price.

In making any calculation for the purpose of this Condition 6(C), such adjustments (if any) shall be made as an Independent Investment Bank may consider appropriate to reflect (1) any consolidation or subdivision of the Shares, (2) issues of Shares by way of capitalisation of profits or reserves, or any like or similar event or (3) the modification of any rights to dividends of Shares.

(D) Undertaking

The Issuer has undertaken in the Trust Deed, *inter alia*, that so long as any Bond remains outstanding, save with the approval of an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders:

- (i) it will use reasonable endeavours (a) to maintain a listing for all the issued Shares on the SGX-ST, and (b) to obtain and maintain a listing for all the Shares issued on the exercise of the Conversion Rights attaching to the Bonds on the SGX-ST, and if the Issuer is unable to obtain or maintain such listing, to use all reasonable endeavours to obtain and maintain a listing for all the Shares issued on the exercise of the Conversion Rights on an Alternative Stock Exchange as the Issuer may from time to time determine and will forthwith give notice to the Bondholders in accordance with Condition 14 below of the listing or delisting of the Shares (as a class) by any such stock exchange;
- (ii) it will use best endeavours to maintain a listing for all the Bonds on the SGX-ST, and if the Issuer is unable to obtain or maintain such listing, to use all best endeavours promptly to obtain and maintain a listing for all the Bonds on an Alternative Stock Exchange as the Issuer may from time to time determine and will forthwith give notice to the Bondholders in accordance with Condition 14 below of the listing or delisting of the Bonds by any such stock exchange;
- (iii) it will pay the expenses of the issue of, and all expenses of obtaining listing for, Shares arising on conversion of the Bonds; and
- (iv) it will not make any reduction of its ordinary share capital or any uncalled liability in respect thereof or capital redemption reserve fund except, in each case, where the reduction is permitted by applicable law and results in (or would, but for the provision of these Conditions relating to rounding or the carry forward of adjustments, result in) an adjustment to the Conversion Price or is otherwise taken into account for the purposes of determining whether such an adjustment should be made.

In the Trust Deed, the Issuer has also undertaken with the Trustee that so long as any Bond remains outstanding it will ensure that all Shares delivered on conversion of the Bonds will be duly and validly issued as fully-paid, provided always that the Issuer shall not be prohibited from purchasing its Shares to the extent permitted by law.

The Issuer has also given certain other undertakings in the Trust Deed for the protection of the Conversion Rights.

(E) Notice of Change in Conversion Price

Except as otherwise provided in Condition 8(C), the Issuer shall give notice to the Trustee, the Agents and the Bondholders in accordance with Condition 14 of any change in the Conversion Price. Any such notice relating to a change in the Conversion Price shall set forth the event giving rise to the adjustment, the Conversion Price prior to such adjustment, the adjusted Conversion Price and the effective date of such adjustment.

(F) No Duty to Monitor and No Obligation for Issuer's Failure

Neither the Trustee nor the Agents shall be under any duty or obligation to monitor whether any event or circumstance has happened or exists or may happen or exist and which requires or may require an adjustment to be made to the Conversion Price and will not be responsible or liable to the Bondholders for any loss arising from any failure by it to do so, nor shall the Trustee or the Agents be responsible or liable in any way to any person for any determination of whether or not an adjustment to the Conversion Price is required or should be made nor as to the determination or calculation of any such adjustment or for any delay of the Issuer or the Independent Investment Bank in making such determination or calculation of any such adjustment or any erroneous determination by the Issuer or the Independent Investment Bank. In addition, none of the Trustee and the Agents shall be under any duty or obligation to calculate, determine or verify the number of Shares to be issued upon conversion of the Bonds or the method used in such determination.

The Trustee shall not be under any duty to monitor whether any event or circumstance has happened or exists which may require an adjustment to be made to the Conversion Price and will not be responsible to Bondholders for any loss arising from any failure by it to do so.

7. PAYMENTS

(A) Principal and Interest

- (i) All payments in respect of the Bonds will be made by transfer to the registered account of the Bondholder. In the event that a Bondholder does not have a registered account, the Issuer will make such payments by Singapore dollar cheque drawn on a bank in Singapore mailed to the registered address of the Bondholder.
- (ii) Payment of principal will only be made after surrender of the relevant Certificate at the specified office of any of the Paying Agents.
- (iii) Interest on the Bonds shall be paid to the person shown on the Register at the close of business on the fifth Business Day before the due date for payment thereof (the **"Interest Record Date"**).

(B) Registered Accounts

For the purposes of this Condition, a Bondholder's registered account means the Singapore dollar account maintained by or on behalf of it with a bank in Singapore, details of which appear on the Register at the close of business on the fifth Business Day before the due date for payment, and a Bondholder's registered address means its address appearing on the Register at that time.

(C) Payments subject to law etc.

All payments are subject in all cases to (i) any applicable laws and regulations in the place of payment 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, as amended (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, but without prejudice to the provisions of Condition 9. No commissions or expenses shall be charged to the Bondholders in respect of such payments.

(D) Payment Initiation

Where payment is to be made by transfer to a registered account, payment instructions (for value on the due date or, if that is not a Business Day, for value on the first following day which is a Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed by the Issuer (at the risk and, if mailed at the request of the holder otherwise than by ordinary mail, expense of the holder) on the due date for payment (or, if it is not a Business Day, the immediately following Business Day) or, in the case of a payment of principal, if later, on the Business Day on which the relevant Certificate is surrendered at the specified office of a Paying Agent.

(E) Non-Business Days

If any date for the payment in respect of any Bond is not a Business Day, the holder shall not be entitled to payment until the next following Business Day nor to any interest or other sum in respect of such delay.

(F) Delay in Payment

Bondholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due on a Bond if the due date is not a Business Day, if the Bondholder is late in surrendering or cannot surrender its Certificate (if required to do so) or if a cheque mailed by the Issuer in accordance with this Condition 7 arrives after the due date for payment.

8. REDEMPTION, PURCHASE AND CANCELLATION

(A) Maturity

Unless previously redeemed, converted or purchased and cancelled as provided herein, the Issuer will redeem each Bond at 100 per cent. of its principal amount, together with unpaid accrued interest thereon, on 6 August 2022 (the “**Maturity Date**”). The Issuer may not redeem the Bonds at its option prior to that date except as provided in Condition 8(B) below (but without prejudice to Condition 10).

(B) Redemption for Taxation Reasons

At any time the Issuer may, having given not less than 30 nor more than 60 days’ notice to the Bondholders (which notice shall be irrevocable) (with a copy to the Trustee and the Principal Agent) redeem all (and not some only) of the Bonds at 100 per cent. of their principal amount, together with unpaid interest accrued to (but excluding) the date fixed for redemption if:

- (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 9, or increase the payment of such additional amounts, as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or

any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, which change or amendment is made public on or after the Issue Date; and

- (ii) such obligations cannot be avoided by the Issuer 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 would be obliged to pay such additional amounts were a payment in respect of the Bonds then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee:

- (A) a certificate signed by a duly authorised officer of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem under this Condition 8(B) have occurred; and
- (B) an opinion of the Issuer's independent legal, tax or other professional advisers of recognised standing to the effect that the Issuer has or is likely to become obliged to pay such additional amounts as a result of such change or amendment referred to above.

(C) Conversion upon Change of Control

Following the occurrence of a Change of Control Event (as defined below), subject to and upon compliance with Condition 6, the holder of each Bond will have the right, at such Bondholder's option, to exercise such Bondholder's Conversion Right to convert the Bonds into Shares pursuant to these Conditions at a Conversion Price determined in accordance with the following formula:

$$NCP = OCP / (1 + (CP \times c/t))$$

where:

"c" means the number of days from and including the first day of the Change of Control Period (as defined below) to but excluding the Maturity Date;

"CP" means the conversion premium of 20 per cent., expressed as a fraction;

"NCP" means the Conversion Price for the purposes of this Condition 8(C);

"OCP" means the Conversion Price in force immediately before application of the above formula; and

"t" means the number of days from and including the Issue Date to but excluding the Maturity Date.

To exercise a Conversion Right attaching to a Bond on the occurrence of a Change of Control Event, the holder thereof must complete, execute and deposit at his own expense with the Conversion Agent during normal business hours (being between 9 a.m. to 3 p.m.) by facsimile transmission or electronic transmission on any Business Day (local time in the place of deposit) a duly completed and signed notice ("**Change of Control Exercise Notice**") in the form (for the time being current) obtainable from the specified office of the Conversion Agent together with the relevant Certificate (if applicable).

Such Change of Control Exercise Notice shall be deposited during the period (the “**Change of Control Period**”) from the date the Change of Control Event occurred and ending on the later of (i) 30 calendar days after the date the Change of Control Event occurred and (ii) if such notice is given, 30 calendar days following the date upon which notice of the occurrence of the Change of Control Event is given to Bondholders by the Issuer. The “**Change of Control Conversion Date**” shall be the tenth Stock Exchange Business Day after the expiry of the Change of Control Period.

A Change of Control Exercise Notice, once delivered, shall be irrevocable and the Issuer shall convert the Bonds (in whole but not in part) which form the subject of the Change of Control Exercise Notice, and shall cause to be issued Shares for the Bonds which are converted in accordance with Condition 6.

Not later than seven days after becoming aware of a Change of Control Event, the Issuer shall procure that notice regarding the Change of Control Event be delivered to the Trustee, the Principal Agent, the Conversion Agent and Bondholders (in accordance with Condition 14) stating:

- (i) that Bondholders have the option of exercising their Conversion Rights under Condition 8(C) or require the Issuer to redeem their Bonds under Condition 8(D);
- (ii) the date of such Change of Control Event and, briefly, the events causing such Change of Control Event;
- (iii) that the Change of Control Exercise Notice pursuant to Condition 8(C) or the Change of Control Redemption Notice pursuant to Condition 8(D), as the case may be, must be given within the Change of Control Period;
- (iv) the last day of the Change of Control Period;
- (v) the names and addresses of the Conversion Agent and the Principal Agent;
- (vi) the Conversion Price immediately prior to the occurrence of the Change of Control Event and the Conversion Price as a consequence of the Change of Control Event pursuant to Condition 8(C), as adjusted, where appropriate;
- (vii) the closing price of the Shares as quoted by the SGX-ST or (if applicable) the Alternative Stock Exchange as at the latest practicable date prior to the application of such notice;
- (viii) such other information relating to the Change of Control Event as the Trustee may require; and
- (ix) that the Change of Control Exercise Notice pursuant to Condition 8(C) or the Change of Control Redemption Notice pursuant to Condition 8(D), as the case may be, once validly given, may not be withdrawn.

A “**Change of Control Event**” occurs when:

- (a) any Person (as defined in Condition 4) or Persons acting together acquires Control of the Issuer if such Person or Persons does not or do not have, and would not be deemed to have, Control of the Issuer on the Issue Date; or
- (b) the Ho Family ceases to collectively have or be deemed to have an interest in at least 30 per cent. or collectively have or be deemed to have an interest in the largest amount of the Issuer’s issued and paid-up share capital.

For purposes of determining the collective interest of the Ho Family in the Issuer hereunder:

- (i) the deemed interest of any member of the Ho Family in the shares of the Issuer shall include any shares which are the subject of any security interest granted in favour of any third party(ies), or which are otherwise encumbered notwithstanding such security interest or encumbrance;
- (ii) any member of the Ho Family shall be deemed to have an interest in the shares of the Issuer if such member is deemed to have an interest in that share under Section 4 of the SFA; and
- (iii) any member of the Ho Family who is a beneficiary of The Bibace Trust shall be deemed to have an interest in the shares of the Issuer held by Bibace Investments Ltd if such member is deemed to have an interest in that share under Section 4 of the SFA.

Where:

“Control” means the acquisition, ownership or control of more than 50 per cent. of the Voting Rights of the issued share capital of the Issuer.

“Ho Family” means Mr. Ho Kwon Ping, his spouse, his child, his adopted child, his step-child, his siblings, his step-siblings, his nieces and his nephews.

“Voting Rights” means the right generally to vote at general meetings of shareholders of the Issuer (irrespective of whether or not, at the time, stock, shares or units of any other class or classes shall have, or might have, voting power by reason of the happening of any contingency).

(D) Redemption for Change of Control

During the Change of Control Period, the holder of each Bond shall have the right, at such holder's option, to require the Issuer to redeem in whole but not in part such holder's Bonds on the Change of Control Redemption Date (as defined below) at 120 per cent. of their principal amount plus interest accrued to (but excluding) the date of redemption. Following the occurrence of a Change of Control Event, the Issuer shall give notice thereof to the Trustee, the Principal Agent and the Bondholders pursuant to Condition 8(C).

To exercise such right attaching to a Bond on the occurrence of a Change of Control Event, the holder thereof must complete, execute and deposit at his own expense with the Principal Agent during normal business hours (being between 9 a.m. to 3 p.m.) by facsimile transmission or electronic transmission on any Business Day (local time in the place of deposit) a duly completed and signed notice (**“Change of Control Redemption Notice”**) in the form (for the time being current) obtainable from the specified office of the Principal Agent together with the relevant Certificate (if applicable). Such Change of Control Redemption Notice shall be deposited during the Change of Control Period (as defined in Condition 8(C)). In respect of any Change of Control Redemption Notice, the **“Change of Control Redemption Date”** shall be the fifteenth Business Day after the Change of Control Period following the deposit by the relevant Bondholder of the Change of Control Redemption Notice. A Change of Control Redemption Notice, once delivered, shall be irrevocable and the Issuer shall redeem the Bonds (in whole but not in part) which form the subject of the Change of Control Redemption Notice on the Change of Control Redemption Date.

The Trustee shall not be required to take any steps to ascertain whether a Change of Control Event or any event which could lead to the occurrence of a Change of Control Event has occurred.

(E) Redemption for Delisting

In the event the Shares (i) cease to be listed or admitted to trading on the SGX-ST or, if applicable, the Alternative Stock Exchange (a “**Delisting**”) or (ii) are suspended from trading on the SGX-ST or, if applicable, the Alternative Stock Exchange for a period of more than 30 consecutive Trading Days (a “**Suspension**”), the holder of each Bond shall have the right (the “**Delisting Put Right**”), at such Bondholder’s option, to require the Issuer to redeem in whole but not in part such Bondholder’s Bonds at 120 per cent. of their principal amount plus interest accrued to (but excluding) the date of redemption (the “**Delisting Put Price**”). To exercise such right, the holder of the relevant Bond must complete, sign and deposit at his own expense with the Principal Agent during normal business hours (being between 9 a.m. to 3 p.m.) by facsimile transmission or electronic transmission on any Business Day (local time in the place of deposit) a duly completed and signed notice of redemption, in the form for the time being current, obtainable from the specified office of the Principal Agent (the “**Delisting Exercise Notice**”) together with the relevant Certificate (if applicable), within the period (the “**Delisting Put Period**”) from the date the Delisting or Suspension occurred to and excluding the later of (x) 20 calendar days following the Delisting or Suspension, as the case may be, and (y) if such notice is given, 20 calendar days following the date upon which notice thereof is given to Bondholders by the Issuer in accordance with Condition 14.

A Delisting Exercise Notice, once delivered, shall be irrevocable and the Issuer shall redeem the Bonds which form the subject of the relevant Delisting Exercise Notice, on the fifteenth Business Day after the expiry of the Delisting Put Period (the “**Delisting Put Date**”).

Promptly after becoming aware of a Delisting or Suspension, the Issuer shall procure that notice regarding the Delisting Put Right shall be given to Bondholders (in accordance with Condition 14) stating:

- (i) the date of such Delisting or Suspension and, briefly, the events causing such Delisting or Suspension, as the case may be;
- (ii) the Delisting Put Price and the method by which such amount will be paid;
- (iii) the Delisting Put Date;
- (iv) the name and address of the Principal Agent;
- (v) the then current Conversion Price;
- (vi) that the Delisting Exercise Notice must be given within the Delisting Put Period; and
- (vii) that a Delisting Exercise Notice, once validly given, may not be withdrawn.

The Trustee shall not be required to take any steps to ascertain whether a Delisting or Suspension or any event which could lead to the occurrence of a Delisting or Suspension has occurred.

(F) Redemption following exercise of a Put Option

Upon the exercise of any put option specified in Conditions 8(D) or 8(E), payment of the applicable redemption amount shall be conditional upon delivery of the Bondholder's Certificate (together with any necessary endorsements) to the Principal Agent on any Business Day together with the relevant Certificate (if applicable), and will be made promptly following the later of the date set for redemption and the time of delivery of such Certificate. If the Paying Agent holds on the Put Date (as defined below) money received from the Issuer sufficient to pay the applicable redemption amount of Bonds for which notices have been delivered in accordance with the provisions hereof upon exercise of such right, then, whether or not such Certificate is delivered to the Paying Agent, on and after such Put Date, (a) such Bond will cease to be outstanding; (b) such Bond will be deemed paid; and (c) all other rights of the Bondholder shall terminate (other than the right to receive the applicable redemption monies). "**Put Date**" shall mean the date on which the relevant Bond falls to be redeemed by the Issuer pursuant to Conditions 8(D) or 8(E).

(G) Purchases

The Issuer and/or any of its subsidiaries may at any time purchase Bonds at any price in the open market or otherwise. Such Bonds may, at the option of the Issuer or the relevant subsidiary, be held, resold or surrendered for cancellation. The Bonds so purchased, while held by or on behalf of the Issuer or any such subsidiary, shall not entitle the holder to exercise any Conversion Right nor exercise any voting rights with respect to such Bonds.

(H) Cancellation

All Bonds which are redeemed or converted by the Issuer or any of its subsidiaries will forthwith be cancelled. Certificates in respect of all Bonds cancelled will be forwarded to or to the order of the Registrar and such Bonds may not be reissued or resold.

9. TAXATION

All payments (including of principal and interest) by or on behalf of the Issuer in respect of the Bonds 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 deduction or withholding is required by law. In such event, the Issuer shall pay such additional amounts as will result in the receipt by the Bondholders 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 Bond 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 Bond or the receipt of any sums due in respect of such Bond (including, without limitation, the holder being a resident of, or a permanent establishment in, Singapore);
- (b) 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; or

- (c) by or on behalf of a holder who could be able to lawfully avoid such deduction or withholding by providing a declaration or any other statement including, but not limited to, a relevant certificate of residence to the Issuer upon the Issuer's request but fails to do so.

As used in these Conditions, "**Relevant Date**" in respect of any Bond 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.

10. EVENTS OF DEFAULT

(A) Events of Default

If any of the following events ("**Events of Default**") occurs the Trustee at its discretion may, and if so requested by holders of at least 25 per cent. in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution (subject in each case to being indemnified, secured and/or pre-funded to its satisfaction) shall give notice to the Issuer that the Bonds are immediately due and payable at 100 per cent. of their principal amount plus unpaid accrued interest (subject as provided below and without prejudice to the right of the Bondholders to exercise the Conversion Right in respect of their Bonds in accordance with Condition 6) if any of the following events has occurred:

- (a) the Issuer does not pay any amount of principal in respect of the Bonds on the due date for payment thereof;
- (b) the Issuer does not pay any amount of interest in respect of the Bonds when due and such default continues for not less than five Business Days;
- (c) any failure by the Issuer to deliver Shares as and when the Shares are required to be delivered following conversion of Bonds and such failure continues for not less than five Business Days provided that such failure is not due to a technical or administrative error;
- (d) the Issuer does not perform or comply with any one or more of its obligations (other than the payment obligation of the Issuer referred to in paragraphs (a) and (b) and the obligation to deliver Shares referred to in paragraph (c)) under the Trust Deed or the Bonds and, if that default is capable of remedy, it is not remedied within 30 days of its occurrence;
- (e) any representation or warranty by the Issuer in the Trust Deed or the Bonds or in any document delivered under the Trust Deed or the Bonds 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 the event resulting in such non-compliance is capable of remedy, it is not remedied within 30 days of its occurrence;
- (f) (i) any other present or future indebtedness of the Issuer or any of its Principal Subsidiaries 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 actual or potential default, event of default or the like (however described) or is not paid when due or, as the case may be, within any applicable grace period in any agreement relating to that indebtedness or seven Business Days of its due date, whichever is later; or

- (ii) the Issuer or any of its Principal Subsidiaries fails to pay when properly called upon to do so or within seven Business Days of the due date, whichever is later, any present or future guarantee of indebtedness for borrowed moneys,

provided however that no Event of Default will occur under this paragraph (f) unless and until the aggregate amount of the indebtedness in respect of which one or more of the events mentioned in this paragraph (f) has or have occurred exceeds S\$15,000,000 or its equivalent in other currency or currencies;

- (g) the Issuer or any of its Principal Subsidiaries is (or is, or could be, 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 (or of a particular type of) its indebtedness, begins negotiations or takes any other step with a view to the deferral, rescheduling or other readjustment of all or a material part of (or of a particular type of) its indebtedness (or of any part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of (or of a particular type of) the indebtedness of the Issuer or any of its Principal Subsidiaries;
- (h) 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 or any of its Principal Subsidiaries and is not discharged or stayed within 30 days;
- (i) any security on or over all or a material part of the assets of the Issuer or any of its Principal Subsidiaries becomes enforceable;
- (j) any voluntary step is taken by the Issuer or any of its Principal Subsidiaries, or the commencement of legal proceedings by a person other than the Issuer or any of its Principal Subsidiaries, with a view to the winding-up of the Issuer or any of its Principal Subsidiaries (except for the purpose of and followed by a reconstruction, amalgamation, re-organisation, merger, consolidation or transfer of assets to its subsidiary and such event does not or is not likely to have a material adverse effect on the Issuer) or the appointment of a liquidator (including a provisional liquidator), receiver, judicial manager, trustee, administrator, agent or similar officer of the Issuer or any of its Principal Subsidiaries or over any part of the assets of the Issuer or any of its Principal Subsidiaries;
- (k) the Issuer or any of its Principal Subsidiaries ceases or threatens to cease to carry on all or any material part of its business or (otherwise than in the ordinary course of its business) disposes or threatens to dispose of the whole or any material part of its property or assets (in each case, otherwise than for the purposes of such a consolidation, amalgamation, merger, reconstruction or transfer of assets as is referred to in the parenthesis in paragraph (j) above);
- (l) any governmental authority or agency or court seizes, compulsorily acquires, expropriates or nationalises all or a material part of the assets of the Issuer or any of its Principal Subsidiaries;
- (m) any action, condition or thing (including the obtaining of any necessary consent) at any time required to be taken, fulfilled or done in order (i) to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under the Trust Deed and the Bonds, (ii) to ensure that those obligations are valid, legally binding and enforceable, (iii) to ensure that those obligations rank and will at all times rank in accordance with Condition 3 or (iv) to make the Trust Deed and the Bonds admissible

in evidence in the courts of Singapore 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);

- (n) it is or will become unlawful for the Issuer to perform or comply with any one or more of its payment or other material obligations under the Trust Deed or the Bonds;
- (o) the Trust Deed or the Bonds ceases for any reason (or is claimed by the Issuer not) to be the legal and valid obligations of the Issuer, binding upon it in accordance with its terms;
- (p) any litigation, arbitration or administrative proceeding is current or pending other than those of a frivolous or vexatious nature (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 under the Trust Deed or the Bonds or (ii) which has or is reasonably likely to have a material adverse effect on the Issuer's ability to perform or comply with its obligations under the Trust Deed or the Bonds;
- (q) 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 (g), (h), (i), (j) or (l); and
- (r) the Issuer or any of its Principal Subsidiaries is declared by the Minister of Finance to be a declared company under the provisions of Part IX of the Companies Act, Chapter 50 of Singapore or analogous provisions in the relevant jurisdictions.

(B) Conversion during an Event of Default

Notwithstanding receipt of any payment after the acceleration of the Bonds, a Bondholder may exercise its Conversion Right by depositing a Conversion Notice with the Issuer during the period from and including the date of a default notice with respect to an event specified in Condition 10(A) (at which time the Issuer will notify the Bondholders of the number of Shares per Bond to be delivered upon conversion, assuming all the then outstanding Bonds are converted) to and including the 30th Business Day after such payment.

If any converting Bondholder deposits a Conversion Notice pursuant to this Condition 10(B) on the Business Day prior to, or during, a Closed Period, the Bondholder's Conversion Right shall continue until the Business Day following the last day of such Closed Period, which shall be deemed the Conversion Date, for the purposes of such Bondholder's exercise of its Conversion Right pursuant to this Condition 10(B).

If the Conversion Right attached to any Bond is exercised pursuant to this Condition 10(B), the Issuer will deliver Shares (which number will be disclosed to such Bondholder as soon as practicable after the Conversion Notice is given) in accordance with the Conditions provided that the moneys so received by the Bondholders following acceleration must be in that event be as soon as practicable payable to the Issuer to the extent of the Bonds so converted.

For the avoidance of doubt, a Bondholder's Conversion Right can be exercised pursuant to this Condition 10(B) only after the occurrence of an event specified in Condition 10(A).

11. PRESCRIPTION

Claims in respect of amounts due in respect of the Bonds will become void unless made within three years from the appropriate Relevant Date for payment.

12. MEETING OF BONDHOLDERS, MODIFICATION AND WAIVER

(A) Meetings

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

The Trustee or the Issuer at any time may, and the Trustee upon the request in writing by Bondholders holding not less than 10 per cent. of the principal amount of the Bonds for the time being outstanding, and after being indemnified, secured and/or pre-funded to its satisfaction against all costs and expenses shall, convene a meeting of the Bondholders. An Extraordinary Resolution duly passed at any such meeting shall be binding on all the Bondholders, whether present or not, except that any Extraordinary Resolution proposed, inter alia, (a) to amend the dates of redemption of the Bonds or any date for payment of principal or interest on the Bonds, (b) to reduce or cancel the principal amount of, or any interest payable on redemption of, the Bonds, (c) to reduce the Interest Rate in respect of the Bonds or to vary the method or basis of calculating the Interest Rate or the basis for calculating any amount of interest in respect of the Bonds, (d) to vary any method of, or basis for, calculating the amounts in the nature of principal payable pursuant to Condition 7, (e) to vary the currency or currencies of payment or denomination of the Bonds, (f) to take any steps that may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (g) to modify (except by a unilateral and unconditional reduction in the Conversion Price) or cancel the Conversion Rights in Condition 6 or the put options specified in Condition 8, (h) to modify the provisions concerning the quorum required at any meeting of Bondholders or the majority required to pass the Extraordinary Resolution or to sign a resolution in writing, will only be binding if passed at a meeting of the Bondholders (or at any adjournment thereof) at which a special quorum (provided for in the Trust Deed) is present. An Extraordinary Resolution passed at any meeting of Bondholders will be binding on all Bondholders, whether or not they are present at the meeting. The Trust Deed provides that a written resolution signed by or on behalf of holders of not less than 75 per cent. of the aggregate principal amount of the Bonds who for the time being are entitled to receive notice of a meeting in accordance with these provisions shall for all purposes be as valid as an Extraordinary Resolution. Such resolution in writing may be in one document or several documents in like form each signed by or on behalf of one or more of the Bondholders.

(B) Modification and Waiver

The Trustee may at any time or times without any consent or sanction of the Bondholders concur with the Issuer in making any modification (except as mentioned in Condition 12(A) above) to the Bonds, the Trust Deed or the Agency Agreement which in the opinion of the Trustee it may be expedient to make, provided that the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Bondholders or which, in the Trustee's opinion, is of a formal, minor or technical nature or to correct a manifest error or an error which is, in the opinion of the Trustee, proven, or to comply with mandatory provisions of Singapore law or is required by CDP.

The Trustee may (but shall not be obliged to), without the consent of the Bondholders and without prejudice to its rights in respect of any subsequent breach, from time to time and at any time, if in its opinion the interests of the Bondholders will not be materially prejudiced thereby, waive or authorise, on such terms as seem expedient to it, any breach or proposed breach by the Issuer of the Trust Deed, the Agency Agreement or these Conditions or determine that an Event of Default or Potential Event of Default will not be treated as such provided that the Trustee will not do so in contravention of an express direction given by an Extraordinary Resolution or a request made pursuant to Condition 10(A). No such direction or request will affect a previous waiver, authorisation or determination.

Any such modification, authorisation or waiver shall be binding on all Bondholders and, unless the Trustee agrees otherwise, any such modification, authorisation or waiver shall be notified by the Issuer to the Bondholders in accordance with Condition 14 as soon as practicable thereafter.

Any material modification to the terms of the Bonds which is for the benefit of the Bondholders but is materially prejudicial to the interests of the Shareholders of the Issuer shall not be effected without the prior approval of the Shareholders of the Issuer at a general meeting of the Shareholders unless such modification is made pursuant to the terms of the Bonds.

13. REPLACEMENT OF CERTIFICATES

If a Bond or Certificate is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Registrar, or at the specified office of such other 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 Bondholders 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, undertaking security and indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Bond, or Certificate is subsequently presented for payment, there will be paid to the Issuer on demand the amount payable by the Issuer in respect of such Bond or Certificate) and otherwise as the Issuer may require. Mutilated or defaced Bonds or Certificates must be surrendered before replacements will be issued.

14. NOTICES

Notices to Bondholders will be valid if either (i) for so long as the Issuer is or the Bonds are listed on the SGX-ST, published on the website of the SGX-ST at <http://www.sgx.com> or (ii) published in a leading English language newspaper having general circulation in Singapore. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the first date on which publication is made.

Until such time as any definitive Bonds are issued, so long as the Global Certificate is issued in the name of CDP, notices to Bondholders will only be valid if despatched by uninsured post to persons who are for the time being shown in the records of CDP as the holders of the Bonds or, if the rules of CDP so permit, delivered to CDP for communication by it to the Bondholders, except that if the Bonds are listed on the SGX-ST and the rules of the SGX-ST so require, notice will in any event be considered valid if published in accordance with the preceding paragraph. Any such notice shall be deemed to have been given to the Bondholders on the seventh day after the day on which the said notice was given to CDP.

Notwithstanding the other provisions of this Condition, in any case where the identity and addresses of all the Bondholders are known to the Issuer, notices to such Bondholders 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. INDEMNIFICATION OF 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 and from taking action to convene meetings unless indemnified, secured and/or pre-funded to its satisfaction. The Trust Deed also contains a provision entitling the Trustee or any corporation related to it to enter into business transactions with the Issuer or any of its subsidiaries without accounting to the Bondholders for any profit resulting from such transactions.

Each Bondholder shall be solely responsible for making and continuing to make its own independent appraisal and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer, and the Trustee shall not at any time have any responsibility for the same and each Bondholder shall not rely on the Trustee in respect thereof.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, CHAPTER 53B OF SINGAPORE

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

17. GOVERNING LAW AND SUBMISSION TO JURISDICTION

(i) Governing law

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

(ii) Jurisdiction

The courts of Singapore are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Trust Deed and any Bonds and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed or the Bonds ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

Principal Agent

Madison Pacific Agency and Services Pte. Ltd.
2 Shenton Way
#11-01 SGX Centre 1
Singapore 068804

Registrar

Madison Pacific Agency and Services Pte. Ltd.
2 Shenton Way
#11-01 SGX Centre 1
Singapore 068804

APPENDIX B – PROCEDURES FOR ACCEPTANCE, EXCESS APPLICATION AND PAYMENT BY ENTITLED DEPOSITORS

1. INTRODUCTION

- 1.1 Entitled Depositors are entitled to receive the OIS Notification Letter together with the ARE and access and download the electronic version of this Offer Information Statement and the Product Highlights Sheet in accordance with the instructions set out in the OIS Notification Letter sent to them. This Offer Information Statement, the OIS Notification Letter, the Product Highlights Sheet and the ARE will not be despatched or disseminated to Foreign Shareholders. For the purposes of this Offer Information Statement, any reference to an application by way of an Electronic Application without reference to such an Electronic Application being made through an ATM of a Participating Bank shall, where the Entitled Depositor is a Depository Agent, or where a Member Company is making an application in respect of a Broker-linked Balance linked to the Member Company, be taken to include an application made via the SGX-SFG Service.

- 1.2 The Nil-Paid Rights are governed by the terms and conditions of this Offer Information Statement, (if applicable) the Constitution and the instructions in the ARE.

The number of Convertible Bonds provisionally allotted to each Entitled Depositor is indicated in the ARE (fractional entitlements (if any) having been disregarded). If an Entitled Depositor has Broker-linked Balance(s) and there are Convertible Bonds provisionally allotted to the Entitled Depositor in the Broker-linked Balance, a separate ARE will be issued for the number of Convertible Bonds provisionally allotted to the Entitled Depositor in each such Broker-linked Balance.

The Securities Accounts of Entitled Depositors have been credited by CDP with the Nil-Paid Rights as indicated in the ARE. Entitled Depositors may accept their Nil-Paid Rights in full or in part and are eligible to apply for Convertible Bonds in excess of their provisional allotments under the Rights Issue, save as provided in paragraph 5.7 of this **Appendix B**. Full instructions for the acceptance of and payment for the Nil-Paid Rights and payment for Excess Convertible Bonds are set out in this Offer Information Statement as well as the ARE.

Entitled Depositors should note that any Nil-Paid Rights in a Broker-linked Balance which are accepted and (if applicable) any Excess Convertible Bonds credited pursuant to applications for Excess Convertible Bonds in respect of a Broker-linked Balance shall be credited to the same Broker-linked Balance.

- 1.3 If an Entitled Depositor wishes to accept his Nil-Paid Rights specified in the ARE, in full or in part, and (if applicable) apply for Excess Convertible Bonds, he may do so by way of an Electronic Application (other than acceptances of and, if applicable, excess applications for Convertible Bonds for an Entitled Depositor's Broker-linked Balance which may not be by way of an Electronic Application through an ATM of a Participating Bank) or by completing and signing the relevant sections of the ARE. An Entitled Depositor should ensure that the ARE is accurately completed and signed, failing which the acceptance of the Nil-Paid Rights and (if applicable) application for Excess Convertible Bonds may be rejected.

For and on behalf of the Company, CDP reserves the right to refuse to accept any acceptance(s) and (if applicable) excess application(s) if the ARE is not accurately completed and signed or if the "Free Balance" of your Securities Account or Broker-linked Balance of your Securities Account (if applicable) is not credited with, or is credited with less than the relevant number of Convertible Bonds accepted as at the last time and date for acceptance, application and payment or for any other reason(s) whatsoever the acceptance and (if applicable) the excess application is in breach of the terms of the ARE or this Offer

Information Statement, at CDP's absolute discretion, and to return all monies received to the person(s) entitled thereto **BY CREDITING HIS/THEIR BANK ACCOUNT(S) WITH THE RELEVANT PARTICIPATING BANK** (if he/they accept and (if applicable) apply through an ATM of a Participating Bank) or **BY MEANS OF A CROSSED CHEQUE SENT BY ORDINARY POST**, as the case may be, (in each case) **AT HIS/THEIR OWN RISK** or in such other manner as he/they may have agreed with CDP for the payment of any cash distributions without interest or any share of revenue or other benefit arising therefrom (if he/they accept and (if applicable) apply through CDP).

AN ENTITLED DEPOSITOR MAY ACCEPT HIS NIL-PAID RIGHTS SPECIFIED IN HIS ARE AND (IF APPLICABLE) APPLY FOR EXCESS CONVERTIBLE BONDS EITHER THROUGH CDP AND/OR (OTHER THAN FOR NIL-PAID RIGHTS IN AN ENTITLED DEPOSITOR'S BROKER-LINKED BALANCE) BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK. WHERE AN ENTITLED DEPOSITOR IS A DEPOSITORY AGENT, OR WHERE A MEMBER COMPANY MAKES AN APPLICATION IN RESPECT OF A BROKER-LINKED BALANCE LINKED TO THE MEMBER COMPANY, IT MAY MAKE ITS ACCEPTANCE AND EXCESS APPLICATION (IF APPLICABLE) VIA THE SGX-SFG SERVICE.

Where an acceptance, (if applicable) application and/or payment does not conform strictly to the terms set out in this Offer Information Statement, the ARE, the ARS, the PAL and/or any other application form for Nil-Paid Rights and/or Excess Convertible Bonds or which does not comply with the instructions for an Electronic Application, or in the case of an application by the ARE, the ARS, the PAL, and/or any other application form for Nil-Paid Rights and/or Excess Convertible Bonds which is illegible, incomplete, incorrectly completed, unsigned, signed but not in its originality or which is accompanied by an improperly or insufficiently drawn remittance, the Company and/or CDP may, at their/its absolute discretion, reject or treat as invalid any such acceptance, (if applicable) application, payment and/or other process of remittances at any time after receipt in such manner as they/it may deem fit.

The Company and CDP shall be entitled to process each application submitted for the acceptance of Nil-Paid Rights, and where applicable, application for Excess Convertible Bonds and the payment received in relation thereto, pursuant to such application, by an Entitled Depositor of a Member Company in respect of a Broker-linked Balance in the Entitled Depositor's Securities Account linked to the Member Company, on its own, without regard to any other application and payment that may be submitted by the same Entitled Depositor or (if applicable) by the Member Company in respect of a Broker-linked Balance in the Entitled Depositor's Securities Account linked to the Member Company. For the avoidance of doubt, insufficient payment for an application may render the application invalid, and evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application and (if applicable) application for Excess Convertible Bonds.

- 1.4 **SRS Investors who had purchased Shares using their SRS Accounts and who wish to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds can only do so, subject to applicable SRS rules and regulations, using monies standing to the credit of their respective SRS Accounts. SRS Investors who wish to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds using SRS monies must instruct their respective SRS Approved Banks to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds on their behalf in accordance with the terms and conditions in this Offer Information Statement.**

Such SRS Investors who have insufficient funds in their SRS Accounts may, subject to the SRS contribution cap, deposit cash into their SRS Accounts with their respective SRS Approved Banks before instructing their respective SRS Approved Banks to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds on their behalf.

SRS Investors are advised to provide their respective SRS Approved Banks with the appropriate instructions no later than the deadlines set by their respective SRS Approved Banks in order for their respective SRS Approved Banks to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. Any acceptance and/or (if applicable) application made directly through CDP, Electronic Applications at ATMs of the Participating Banks, the Share Registrar and/or the Company will be rejected.

For the avoidance of doubt, monies in SRS Accounts may not be used for the purchase of the Nil-Paid Rights directly from the market.

- 1.5 Unless expressly provided to the contrary in this Offer Information Statement, the ARE and/or the ARS with respect to enforcement against Entitled Depositors or their renounees, a person who is not a party to any contracts made pursuant to this Offer Information Statement, the ARE and/or the ARS has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.
- 1.6 An Entitled Depositor with Nil-Paid Rights in a Broker-linked Balance should note that the Member Company linked to the Broker-linked Balance may accept the Nil-Paid Rights held in the Broker-linked Balance and apply for Excess Convertible Bonds for such Broker-linked Balance. CDP shall not be responsible for ascertaining, verifying or investigating, and has no duty to ascertain, verify or investigate any particulars relating to the exercise of the Convertible Bonds held in a Broker-linked Balance and whether the Entitled Depositor has authorised the acceptance of the Nil-Paid Rights and (if applicable) application for Excess Convertible Bonds.
- 1.7 Details on the acceptance for Nil-Paid Rights and (if applicable) application for Excess Convertible Bonds (other than in respect of Broker-linked Balances) are set out in paragraphs 2 to 4 of this **Appendix B**.

Details on the acceptance for Nil-Paid Rights in an Entitled Depositor's Broker-linked Balance and application for Excess Convertible Bonds for a Broker-linked Balance are set out in paragraphs 5 to 7 of this **Appendix B**.

2. MODE OF ACCEPTANCE AND APPLICATION (OTHER THAN FOR BROKER-LINKED BALANCES)

2.1 Acceptance/Application by way of Electronic Application through an ATM of a Participating Bank

Instructions for Electronic Applications through ATMs of Participating Banks to accept the Nil-Paid Rights or (if applicable) to apply for Excess Convertible Bonds will appear on the ATM screens of the respective Participating Banks. Please refer to **Appendix C** of this Offer Information Statement for the additional terms and conditions for Electronic Applications through an ATM of a Participating Bank.

IF AN ENTITLED DEPOSITOR MAKES AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK, HE WOULD HAVE IRREVOCABLY AUTHORISED THE PARTICIPATING BANK TO DEDUCT THE FULL AMOUNT PAYABLE FROM HIS BANK ACCOUNT WITH SUCH PARTICIPATING BANK IN RESPECT OF SUCH APPLICATION. IN THE CASE OF AN ENTITLED DEPOSITOR WHO HAS ACCEPTED HIS NIL-PAID RIGHTS BY WAY OF THE ARE AND/OR THE ARS AND/OR HAS APPLIED FOR EXCESS CONVERTIBLE BONDS BY WAY OF THE ARE AND ALSO BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK, THE COMPANY AND/OR CDP SHALL BE AUTHORISED AND ENTITLED TO ACCEPT HIS INSTRUCTIONS IN WHICHEVER MODE OR COMBINATION AS THE COMPANY AND/OR CDP MAY, IN THEIR ABSOLUTE DISCRETION, DEEM FIT.

IN LIGHT OF THE MEASURES IMPLEMENTED DUE TO THE COVID-19 SITUATION, INCLUDING THE SINGAPORE GOVERNMENT'S CIRCUIT BREAKER MEASURES AND THE AUTHORITY'S ANNOUNCEMENT ON 17 APRIL 2020 URGING CUSTOMERS TO MINIMISE VISITS TO PREMISES OF FINANCIAL INSTITUTIONS, ENTITLED DEPOSITORS ARE STRONGLY ENCOURAGED TO ACCEPT THEIR NIL-PAID RIGHTS AND (IF APPLICABLE) APPLY FOR EXCESS CONVERTIBLE BONDS BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK.

2.2 Acceptance/Application through CDP

If the Entitled Depositor wishes to accept the Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds through CDP, he must:

- (a) complete and sign the ARE. In particular, he must state in Part C(i) of the ARE the total number of Convertible Bonds provisionally allotted to him which he wishes to accept and the number of Excess Convertible Bonds applied for and in Part C(ii) of the ARE the 6 digits of the Cashier's Order or Banker's Draft; and
- (b) deliver the duly completed and original signed ARE accompanied by **A SINGLE REMITTANCE** for the full amount payable for the relevant number of Convertible Bonds accepted and (if applicable) Excess Convertible Bonds applied for by post, **AT THE SENDER'S OWN RISK**, in the self-addressed envelope provided, to **BANYAN TREE HOLDINGS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147**, so as to arrive not later than **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The payment for the relevant number of Convertible Bonds accepted and (if applicable) Excess Convertible Bonds applied for at the Issue Price must be made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP – BANYAN TREE RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR: (A) DIFFERENT SECURITIES ACCOUNTS; OR (B) THE MAIN BALANCE AND ANY BROKER-LINKED BALANCE OF A SECURITIES ACCOUNT; OR (C) DIFFERENT BROKER-LINKED BALANCES OF A SECURITIES ACCOUNT, WILL BE ACCEPTED. NO OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.

FOR SRS INVESTORS AND INVESTORS WHO HOLD SHARES THROUGH FINANCE COMPANIES OR DEPOSITORY AGENTS, ACCEPTANCES OF NIL-PAID RIGHTS AND (IF APPLICABLE) APPLICATIONS FOR EXCESS CONVERTIBLE BONDS MUST BE MADE THROUGH THE RELEVANT SRS APPROVED BANKS, FINANCE COMPANIES OR DEPOSITORY AGENTS, RESPECTIVELY. SUCH INVESTORS ARE ADVISED TO PROVIDE THEIR RESPECTIVE SRS APPROVED BANKS, FINANCE COMPANIES OR DEPOSITORY AGENTS, AS THE CASE MAY BE, WITH THE APPROPRIATE INSTRUCTIONS NO LATER THAN THE DEADLINES SET BY SUCH INTERMEDIARIES IN ORDER FOR SUCH INTERMEDIARIES TO MAKE THE RELEVANT ACCEPTANCES OF NIL-PAID RIGHTS AND (IF APPLICABLE) APPLICATIONS FOR EXCESS CONVERTIBLE BONDS ON THEIR BEHALF BY THE CLOSING DATE. ANY ACCEPTANCE AND/OR APPLICATION MADE BY SUCH INVESTORS DIRECTLY THROUGH CDP, ELECTRONIC APPLICATIONS AT ATMS OF PARTICIPATING BANKS, THE SHARE REGISTRAR AND/OR THE COMPANY WILL BE REJECTED.

WHERE AN ENTITLED DEPOSITOR IS A DEPOSITORY AGENT, IT MAY MAKE ITS ACCEPTANCE AND (IF APPLICABLE) APPLICATION VIA THE SGX-SFG SERVICE.

2.3 Acceptance/Application through the SGX-SFG Service (for Depository Agents only)

Depository Agents may accept the Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds through the SGX-SFG service provided by CDP as listed in Schedule 3 of the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Company to receive acceptances and (if applicable) applications on its behalf. Such acceptances and (if applicable) applications will be deemed irrevocable and are subject to each of the terms and conditions contained in the ARE and this Offer Information Statement as if the ARE had been completed, signed and submitted to CDP.

2.4 Insufficient Payment

If no remittance is attached or the remittance attached is less than the full amount payable for the Nil-Paid Rights accepted by the Entitled Depositor and (if applicable) the Excess Convertible Bonds applied for by the Entitled Depositor; the attention of the Entitled Depositor is drawn to paragraphs 1.3 and 8.2 of this **Appendix B** which set out the circumstances and manner in which the Company and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Company's behalf whether under the ARE, the ARS or any other application form for Convertible Bonds in relation to the Rights Issue.

2.5 Acceptance of Part of Nil-Paid Rights and Trading of Nil-Paid Rights

An Entitled Depositor may choose to accept his Nil-Paid Rights specified in the ARE in full or in part. If an Entitled Depositor wishes to accept part of his Nil-Paid Rights and trade the balance of his Nil-Paid Rights on SGX-ST, he should:

- (a) complete and sign the ARE for the number of Nil-Paid Rights which he wishes to accept and submit the duly completed and original signed ARE together with payment in the prescribed manner as described in paragraph 2.2 above to CDP; or
- (b) accept and subscribe for that part of his Nil-Paid Rights by way of Electronic Application(s) in the prescribed manner as described in paragraphs 2.1 or 2.3 above.

The balance of his Nil-Paid Rights may be sold as soon as dealings therein commence on SGX-ST.

Entitled Depositors who wish to trade all or part of their Nil-Paid Rights on SGX-ST during the Nil-Paid Rights trading period should note that the Nil-Paid Rights will be tradable in board lots, each board lot comprising provisional allotments of 100 Convertible Bonds, or any other board lot size which SGX-ST may require. Such Entitled Depositors may start trading in their Nil-Paid Rights as soon as dealings therein commence on SGX-ST. Entitled Depositors who wish to trade in lot sizes other than mentioned above may do so in the Unit Share Market of SGX-ST during the Nil-Paid Rights trading period.

2.6 Sale of Nil-Paid Rights

The ARE need not be forwarded to the Purchasers as arrangements will be made by CDP for a separate ARS to be issued to the Purchasers. Purchasers should note that CDP will, for and on behalf of the Company, send the ARS and other accompanying documents, **BY ORDINARY POST AND AT THE PURCHASERS' OWN RISK**, to their respective Singapore addresses as maintained in the records of CDP. Purchasers should ensure that their ARSs are accurately completed and signed, failing which their acceptances of the Nil-Paid Rights may be rejected. Purchasers who do not receive the ARS and other accompanying documents may contact CDP via its hotline at +65 6535 7511 or via email at asksgx@sgx.com, on Mondays to Fridays from 8.30 a.m. to 5.00 p.m. and on Saturdays from 8.30 a.m. to 12.00 noon, during the period from the date the Rights Issue commences up to **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

Purchasers should also note that if they make any purchase on or around the last trading day of the Nil-Paid Rights, the ARS, the OIS Notification Letter and other accompanying documents might not be despatched in time for the subscription of the Convertible Bonds. Purchasers may obtain a copy of the ARS, the OIS Notification Letter and other accompanying documents from CDP. Alternatively, Purchasers may accept and subscribe by way of Electronic Applications in the prescribed manner as described in paragraph 2.1 of this **Appendix B**.

This Offer Information Statement and its accompanying documents (including the Product Highlights Sheet) will not be despatched or disseminated to Purchasers whose registered addresses with CDP are not in Singapore ("**Foreign Purchasers**"). Subject to compliance with applicable laws, Foreign Purchasers who wish to accept the Nil-Paid Rights credited to their Securities Accounts should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore.

PURCHASERS SHOULD INFORM THEIR FINANCE COMPANIES OR DEPOSITORY AGENTS IF THEIR PURCHASES OF SUCH NIL-PAID RIGHTS ARE SETTLED THROUGH THESE INTERMEDIARIES. IN SUCH INSTANCES, IF THE PURCHASERS WISH TO ACCEPT THE CONVERTIBLE BONDS REPRESENTED BY THE NIL-PAID RIGHTS PURCHASED, THEY WILL NEED TO GO THROUGH THESE INTERMEDIARIES, WHO WILL THEN ACCEPT THE NIL-PAID RIGHTS ON THEIR BEHALF.

2.7 Renunciation of Nil-Paid Rights

Entitled Depositors who wish to renounce in full or in part their Nil-Paid Rights in favour of a third party should complete the relevant transfer forms with CDP (including any accompanying documents as may be required by CDP) for the number of Nil-Paid Rights which they wish to renounce. Such renunciation shall be made in accordance with the "*Terms and Conditions for Operations of Securities Account with The Central Depository (Pte) Limited*", as the same may be amended from time to time, copies of which are available from CDP. As CDP requires at least three (3) Market Days to effect such renunciation, Entitled Depositors who wish to renounce their Nil-Paid Rights are advised to do so early to allow sufficient time for CDP to send the ARS and other accompanying documents, for and on

behalf of the Company, to the renouncee by ordinary post and **AT HIS OWN RISK**, to his Singapore address as maintained in the records of CDP and for the renouncee to accept his Nil-Paid Rights. The last time and date for acceptance of the Nil-Paid Rights and payment for the Convertible Bonds by the renouncee is **5.00 p.m. on 29 July 2020 (for applications made through CDP) and 9.30 p.m. on 29 July 2020 (for Electronic Applications at ATMs of Participating Banks)** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

2.8 Acceptance/Application Using SRS Funds

SRS Investors must use, subject to applicable SRS rules and regulations, monies standing to the credit of their respective SRS Accounts to pay for the acceptance of their Nil-Paid Rights and (if applicable) application for Excess Convertible Bonds.

SRS Investors who wish to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds using SRS monies will need to instruct their respective SRS Approved Banks to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds on their behalf and ensure that they have sufficient funds in their SRS Accounts to pay for the number of Convertible Bonds, including (if applicable) the Excess Convertible Bonds, for which they intend to subscribe. They may also partially accept their Nil-Paid Rights and/or instruct their respective brokers to sell their Nil-Paid Rights held under their SRS Accounts during the Nil-Paid Rights trading period on SGX-ST.

Shareholders who have insufficient funds in their SRS Accounts to fully accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds and who have:

- (a) **not reached their SRS contribution cap** may, subject to the SRS contribution cap, deposit cash into their SRS Accounts and (i) instruct their respective SRS Approved Banks to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds on their behalf, to the extent of the funds available in their SRS Accounts, and/or (ii) to the extent that there are insufficient funds in their SRS Accounts after the said deposit to fully accept their Nil-Paid Rights, instruct their respective brokers to sell their Nil-Paid Rights during the Nil-Paid Rights trading period on SGX-ST; or
- (b) **reached their SRS contribution cap** may instruct their respective SRS Approved Banks to (i) accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds on their behalf, to the extent of the funds available in their SRS Accounts, and/or (ii) to the extent that there are insufficient funds in their SRS Accounts to fully accept their Nil-Paid Rights, instruct their respective brokers to sell their Nil-Paid Rights during the Nil-Paid Rights trading period on SGX-ST.

SRS monies may not be used for the purchase of Nil-Paid Rights directly from the market.

Any acceptance of Nil-Paid Rights and (if applicable) application for Excess Convertible Bonds made by SRS Investors directly through CDP, Electronic Applications at ATMs of the Participating Banks, the Share Registrar and/or the Company will be rejected.

2.9 Acceptance/Application via Finance Company and/or Depository Agent

Shareholders who hold Shares through finance companies or Depository Agents must instruct their respective finance companies or Depository Agents, as the case may be, to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds on their behalf in accordance with the terms and conditions in this Offer Information Statement.

Any acceptance of Nil-Paid Rights and (if applicable) application for Excess Convertible Bonds made by the abovementioned Shareholders directly through CDP, Electronic Applications at ATMs of the Participating Banks, the Share Registrar and/or the Company will be rejected.

3. COMBINATION APPLICATION

In the event that the Entitled Depositor or the Purchaser accepts his Nil-Paid Rights by way of the ARE and/or the ARS and/or has applied for Excess Convertible Bonds by way of the ARE and also by way of Electronic Application(s), the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor or the Purchaser shall be regarded as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the ARE, the ARS and (if applicable) any other acceptance of Convertible Bonds provisionally allotted to him and/or application for Excess Convertible Bonds (including an Electronic Application(s)) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

4. ILLUSTRATIVE EXAMPLES (ASSUMPTION: ON THE BASIS OF SIX (6) CONVERTIBLE BONDS FOR EVERY 100 EXISTING SHARES AT AN ISSUE PRICE OF S\$1.00)

As an illustration, if an Entitled Depositor has 10,000 Shares standing to the credit of his Securities Account as at the Record Date, the Entitled Depositor will be provisionally allotted 600 Convertible Bonds as set out in his ARE. The Entitled Depositor's alternative courses of action, and the necessary procedures to be taken under each course of action, are summarised below:

Alternatives

Procedures to be taken

- (a) Accept his entire provisional allotment of 600 Convertible Bonds and (if applicable) apply for Excess Convertible Bonds.

By way of Electronic Application through an ATM of a Participating Bank

- (1) Accept his entire provisional allotment of 600 Convertible Bonds and (if applicable) apply for Excess Convertible Bonds by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

Through CDP

- (2) Complete and sign the ARE in accordance with the instructions contained herein for the acceptance in full of his provisional allotment of 600 Convertible Bonds and (if applicable) the number of Excess Convertible Bonds applied for and forward the original signed ARE together with a single remittance for S\$600 (or, if applicable, such higher amount in respect of the total number of Convertible Bonds accepted and Excess Convertible Bonds applied for) by way of a Cashier's Order

Alternatives

Procedures to be taken

or Banker's Draft in Singapore currency drawn on a bank in Singapore, and made payable to "**CDP – BANYAN TREE RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" for the full amount due on acceptance and (if applicable) application by post, at his own risk, in the self-addressed envelope provided to **BANYAN TREE HOLDINGS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** so as to arrive not later than **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) and with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.

- (b) Accept a portion of his Nil-Paid Rights, for example 200 provisionally allotted Convertible Bonds, not apply for Excess Convertible Bonds and trade the balance on SGX-ST.

By way of Electronic Application through an ATM of a Participating Bank

- (1) Accept his provisional allotment of 200 Convertible Bonds by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

Through CDP

- (2) Complete and sign the ARE in accordance with the instructions contained therein for the acceptance of his provisional allotment of 200 Convertible Bonds, and forward the original signed ARE, together with a single remittance for S\$200, in the prescribed manner described in alternative (a)(2) above to CDP so as to arrive not later than **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

Alternatives

Procedures to be taken

The balance of the provisional allotment of 400 Convertible Bonds which is not accepted by the Entitled Depositor may be traded on SGX-ST during the provisional allotment trading period. Entitled Depositors should note that the Nil-Paid Rights would be tradable in the ready market, each board lot comprising provisional allotments of 100 Convertible Bonds. **Entitled Depositors who wish to trade in other lot sizes can do so on SGX-ST's Unit Share Market during the Nil-Paid Rights trading period.**

- (c) Accept a portion of his Nil-Paid Rights, for example 200 provisionally allotted Convertible Bonds, and reject the balance.

By way of Electronic Application through an ATM of a Participating Bank

- (1) Accept his provisional allotment of 200 Convertible Bonds by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

Through CDP

- (2) Complete and sign the ARE in accordance with the instructions contained therein for the acceptance of his provisional allotment of 200 Convertible Bonds, and forward the original signed ARE, together with a single remittance for S\$200, in the prescribed manner described in alternative (a)(2) above to CDP so as to arrive not later than **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The balance of the provisional allotment, of 400 Convertible Bonds which is not accepted by the Entitled Depositor will automatically lapse and cease to be available for acceptance by the Entitled Depositor if an acceptance is not made through an ATM of a Participating Bank by **9.30 p.m. on 29 July 2020** or if an acceptance is not made through CDP by **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

5. MODE OF ACCEPTANCE AND APPLICATION (FOR BROKER-LINKED BALANCES)

5.1 Acceptance/Application through CDP

The Entitled Depositor should note that any Nil-Paid Rights accepted and (if applicable) any Excess Convertible Bonds credited pursuant to applications for Excess Convertible Bonds in respect of a Broker-linked Balance shall be credited to the same Broker-linked Balance.

If the Entitled Depositor wishes to accept the Nil-Paid Rights in a Broker-linked Balance and (if applicable) apply for Excess Convertible Bonds for his Broker-linked Balance through CDP, he must:

- (a) complete and sign the ARE in respect of the Convertible Bonds provisionally allotted in the Broker-linked Balance. In particular, he must state in Part (C)(i) of the ARE the total number of Convertible Bonds provisionally allotted to him which he wishes to accept and the number of Excess Convertible Bonds applied for and in Part (C)(ii) of the ARE the 6 digits of the Cashier's Order or Banker's Draft; and
- (b) deliver the duly completed and original signed ARE accompanied by **A SINGLE REMITTANCE** for the full amount payable for the relevant number of Convertible Bonds accepted and (if applicable) Excess Convertible Bonds applied for by post, **AT THE SENDER'S OWN RISK**, in the self-addressed envelope provided, to **BANYAN TREE HOLDINGS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147**, so as to arrive not later than **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The payment for the relevant number of Convertible Bonds accepted and (if applicable) Excess Convertible Bonds applied for at the Issue Price must be made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP – BANYAN TREE RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the name of the Entitled Depositor and the relevant Broker-linked Balance Identification Number identifying the Broker-linked Balance the Cashier's Order or Banker's Draft is submitted for clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR: (A) DIFFERENT SECURITIES ACCOUNTS; OR (B) THE MAIN BALANCE AND ANY BROKER-LINKED BALANCE OF A SECURITIES ACCOUNT; OR (C) DIFFERENT BROKER-LINKED BALANCES OF A SECURITIES ACCOUNT, WILL BE ACCEPTED. NO OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.

5.2 Acceptance/Application through the SGX-SFG Service (only for Member Companies making an application in respect of a Broker-linked Balance linked to the Member Company)

Member Companies may accept the Nil-Paid Rights in a Broker-linked Balance linked to the Member Company and (if applicable) apply for Excess Convertible Bonds for a Broker-linked Balance linked to the Member Company through the SGX-SFG service provided by CDP as listed in Schedule 3 of the Terms and Conditions for User Services for Depository Agents and Member Companies. CDP has been authorised by the Company to receive acceptances and (if applicable) applications on its behalf. Such acceptances and (if applicable) applications will be deemed irrevocable and are subject to each of the terms and conditions contained in the ARE and this Offer Information Statement as if the ARE had been completed and submitted to CDP.

5.3 Insufficient Payment

If no remittance is attached or the remittance attached is less than the full amount payable for the Nil-Paid Rights accepted by the Entitled Depositor and (if applicable) the Excess Convertible Bonds applied for by the Entitled Depositor, the attention of the Entitled Depositor is drawn to paragraphs 1.3 and 8.2 of this **Appendix B** which set out the circumstances and manner in which the Company and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Company's behalf whether under the ARE, the ARS or any other application form for Convertible Bonds in relation to the Rights Issue.

5.4 Acceptance of Part of Nil-Paid Rights and Trading of Nil-Paid Rights

An Entitled Depositor may choose to accept his Nil-Paid Rights specified in the ARE in full or in part. If an Entitled Depositor wishes to accept part of his Nil-Paid Rights and trade the balance of his Nil-Paid Rights on SGX-ST, he should complete and sign the ARE for the number of Convertible Bonds provisionally allotted which he wishes to accept and submit the duly completed and original signed ARE together with payment in the prescribed manner as described in paragraph 5.1 of this **Appendix B** to CDP.

The balance of his Nil-Paid Rights in a Broker-linked Balance may be sold as soon as dealings therein commence on SGX-ST.

Entitled Depositors who wish to trade all or part of their Nil-Paid Rights on SGX-ST during the Nil-Paid Rights trading period should note that the Nil-Paid Rights will be tradable in board lots, each board lot comprising provisional allotments of 100 Convertible Bonds, or any other board lot size which SGX-ST may require. Entitled Depositors who wish to trade in lot sizes other than mentioned above may do so in the Unit Share Market of SGX-ST during the Nil-Paid Rights trading period.

The ARE need not be forwarded to the Purchasers as arrangements will be made by CDP for a separate ARS to be issued to the Purchasers.

5.5 Trading of Nil-Paid Rights by Member Company

A Member Company may trade all or part of the Nil-Paid Rights in a Broker-linked Balance linked to the Member Company as soon as dealings therein commence on SGX-ST. CDP shall not be responsible for ascertaining, verifying or investigating, and has no duty to ascertain, verify or investigate any particulars relating to the sale of Nil-Paid Rights by the Member Company and whether the Entitled Depositor has authorised sale of the Nil-Paid Rights by the Member Company.

5.6 Renunciation of Nil-Paid Rights

Entitled Depositors who wish to renounce in full or in part their Nil-Paid Rights in a Broker-linked Balance in favour of a third party should obtain the approval of the Member Company linked to the Broker-linked Balance for the transfer of such Nil-Paid Rights out of the Broker-linked Balance to the main balance of his Securities Account for such renunciation. An Entitled Depositor may request for such approval either (1) through CDP Online if he has registered for CDP Internet Access Service; or (2) directly from the Member Company linked to the Broker-linked Balance. The Member Company should directly communicate its approval to CDP through the established communication channels between the Member Company and CDP, or initiate the transfer of such Nil-Paid Rights from the Broker-linked Balance to the main balance of the Entitled Depositor's securities account.

Upon the transfer of the Nil-Paid Rights which the Entitled Depositor wishes to renounce from the Broker-linked Balance to the main balance of the Entitled Depositor's securities account, the Entitled Depositor should complete the relevant transfer forms with CDP (including any accompanying documents as may be required by CDP) for the number of Nil-Paid Rights which they wish to renounce, and CDP shall only process the transfer forms for such renunciation only after such Nil-Paid Rights are credited to the main balance of the Entitled Depositor's securities account. Renunciation shall be made in accordance with the "*Terms and Conditions for Operation of Securities Account with The Central Depository (Pte) Limited*", as the same may be amended from time to time, copies of which are available from CDP. As CDP requires at least three (3) Market Days to effect such renunciation, Entitled Depositors who wish to renounce their Nil-Paid Rights are advised to do so early to allow sufficient time for CDP to send the ARS and other accompanying documents, for and on behalf of the Company, to the renounee by ordinary post and **AT HIS OWN RISK**, to his Singapore address as maintained in the records of CDP and for the renounee to accept his Nil-Paid Rights. The last time and date for acceptance of the Nil-Paid Rights and payment for the Convertible Bonds by the renounee is **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

5.7 Transfers of Nil-Paid Rights from a Broker-linked Balance of the Entitled Depositor's Securities Account

Entitled Depositors who wish to transfer their Nil-Paid Rights in a Broker-linked Balance to the main balance or another Broker-linked Balance of the Entitled Depositor's Securities Account should obtain the approval of the Member Company linked to the originating Broker-linked Balance for the transfer of such Nil-Paid Rights out of the Broker-linked Balance. An Entitled Depositor may request for such approval either (1) through CDP Online if he has registered for CDP Internet Access Service; or (2) directly from the Member Company linked to the originating Broker-linked Balance (for transfer to the main balance of the Entitled Depositor's Securities Account only). The Member Company should directly communicate its approval to CDP through the established communication channels between the Member Company and CDP, or initiate the transfer of such Nil-Paid Rights from the Broker-linked Balance to the main balance of the Entitled Depositor's securities account.

Upon the transfer of the Nil-Paid Rights to the main balance or another Broker-linked Balance of the Securities Account, arrangements will be made by CDP for a separate ARS to be issued to the Entitled Depositor in respect of the Nil-Paid Rights transferred to the main balance or another Broker-linked Balance of his Securities Account. As the Member Company may take up to the next Market Day to communicate its approval and effect the transfer, an Entitled Depositor who wishes to transfer his Nil-Paid Rights from a Broker-linked Balance of his Securities Account is advised to do so early to allow sufficient time for CDP to send the ARS and other accompanying documents, for and on behalf of the Company, to the Entitled Depositor by ordinary post and **AT HIS OWN RISK**, to his Singapore address as maintained in the records of CDP and for the Entitled Depositor to accept his Nil-Paid Rights. The last time and date for acceptance of the Nil-Paid Rights and payment for the Convertible Bonds by the Entitled Depositor is **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Alternatively, the Entitled Depositor may accept the Nil-Paid Rights in the main balance of his Securities Account by way of Electronic Applications in the prescribed manner as described in paragraph 2.1 above. Entitled Depositors who do not receive the ARS and other accompanying documents may contact CDP via its hotline at +65 6535 7511 or via email at asksgx@sgx.com, on Mondays to Fridays from 8.30 a.m. to 5.00 p.m. and on Saturdays from 8.30 a.m. to 12.00 noon, during the period from the date the Rights Issue commences up to **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

An Entitled Depositor who wishes to transfer his allotted Nil-Paid Rights to a Broker-linked Balance of his Securities Account should note that he will not be entitled to apply for Excess Convertible Bonds in connection with his acceptance of such Nil-Paid Rights which have been transferred out of the originating Broker-linked Balance.

6. ACCEPTANCES AND APPLICATIONS BY BOTH AN ENTITLED DEPOSITOR AND THE MEMBER COMPANY LINKED TO THE BROKER-LINKED BALANCE

In the event that the Entitled Depositor or the Purchaser accepts his Nil-Paid Rights in a Broker-linked Balance by way of the ARE and/or the ARS and/or has applied for Excess Convertible Bonds by way of the ARE, and the Member Company linked to such Broker-linked Balance also accepts any Nil-Paid Rights in the Broker-linked Balance and/or applies for Excess Convertible Bonds in respect of the Broker-linked Balance, the Company and/or CDP shall be authorised and entitled to accept his and his Member Company's instructions in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor or the Purchaser and the Member Company shall be regarded as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the ARE, the ARS and (if applicable) any other acceptance of Convertible Bonds provisionally allotted to him and/or application for Excess Convertible Bonds whether made by him or the Member Company linked to the Broker-linked Balance in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

7. ILLUSTRATIVE EXAMPLES FOR CONVERTIBLE BONDS PROVISIONALLY ALLOTTED TO A BROKER-LINKED BALANCE (ASSUMPTION: ON THE BASIS OF SIX (6) CONVERTIBLE BONDS FOR EVERY 100 EXISTING SHARES AT AN ISSUE PRICE OF S\$1.00)

As an illustration, if an Entitled Depositor has 10,000 Shares standing to the credit of a Broker-linked Balance of his Securities Account as at the Record Date, the Entitled Depositor will be provisionally allotted 600 Convertible Bonds in his Broker-linked Balance as set out in his ARE. The Entitled Depositor's alternative courses of action, and the necessary procedures to be taken under each course of action, are summarised below:

Alternatives

Procedures to be taken

- (a) Accept his entire provisional allotment of 600 Convertible Bonds in the Broker-linked Balance and (if applicable) apply for Excess Convertible Bonds for the Broker-linked Balance.

Complete and sign the ARE in accordance with the instructions contained herein for the acceptance in full of his provisional allotment of 600 Convertible Bonds in the Broker-linked Balance and (if applicable) the number of Excess Convertible Bonds applied for the Broker-linked Balance and forward the original signed ARE together with a single remittance for S\$600 (or, if applicable, such higher amount in respect of the total number of Convertible Bonds accepted and Excess Convertible Bonds applied for) by way of a Cashier's Order or Banker's Draft drawn in Singapore currency on a bank in Singapore, and made payable to "**CDP – BANYAN TREE RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" for the full amount due on acceptance and (if applicable)

Alternatives

Procedures to be taken

application by post, at his own risk, in the self-addressed envelope provided to **BANYAN TREE HOLDINGS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** so as to arrive not later than **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) and with the name of the Entitled Depositor and the relevant Broker-linked Balance Identification Number identifying the Broker-linked Balance the Cashier's Order or Banker's Draft is submitted for clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR: (A) DIFFERENT SECURITIES ACCOUNTS; OR (B) THE MAIN BALANCE AND ANY BROKER-LINKED BALANCE OF A SECURITIES ACCOUNT; OR (C) DIFFERENT BROKER-LINKED BALANCES OF A SECURITIES ACCOUNT, WILL BE ACCEPTED. NO OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.

- (b) Accept a portion of his Nil-Paid Rights in the Broker-linked Balance, for example 200 provisionally allotted Convertible Bonds, not apply for Excess Convertible Bonds and trade the balance on SGX-ST.

Complete and sign the ARE in accordance with the instructions contained therein for the acceptance of his provisional allotment of 200 Convertible Bonds in the Broker-linked Balance, and forward the original signed ARE, together with a single remittance for S\$200, in the prescribed manner described in alternative (a) above to CDP so as to arrive not later than **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The balance of the provisional allotment of 400 Convertible Bonds which is not accepted by the Entitled Depositor may be traded on SGX-ST during the provisional allotment trading period. Entitled Depositors should note that the Nil-Paid Rights would be tradable in the ready market, each board lot comprising provisional allotments of 100 Convertible Bonds. **Entitled Depositors who wish to trade in other lot sizes can do so on SGX-ST's Unit Share Market during the Nil-Paid Rights trading period.**

- (c) Accept a portion of his Nil-Paid Rights, for example 200 provisionally allotted Convertible

Complete and sign the ARE in accordance with the instructions contained herein for the acceptance of his provisional allotment of 200 Convertible Bonds

Alternatives

Procedures to be taken

Bonds, and reject the balance.

in the Broker-linked Balance and forward the original signed ARE, together with a single remittance for S\$200, in the prescribed manner described in alternative (a) above to CDP so as to arrive not later than **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The balance of the provisional allotment of 400 Convertible Bonds which is not accepted by the Entitled Depositor will automatically lapse and cease to be available for acceptance by that Entitled Depositor if an acceptance is not made through CDP by **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

8. TIMING AND OTHER IMPORTANT INFORMATION

8.1 Timing

THE LAST TIME AND DATE FOR ACCEPTANCES AND (IF APPLICABLE) EXCESS APPLICATIONS AND PAYMENT FOR THE CONVERTIBLE BONDS IN RELATION TO THE RIGHTS ISSUE IS:

- (A) 9.30 P.M. ON 29 JULY 2020 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE CONVERTIBLE BONDS IS MADE THROUGH AN ATM OF A PARTICIPATING BANK; AND**
- (B) 5.00 P.M. ON 29 JULY 2020 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE CONVERTIBLE BONDS IS MADE THROUGH CDP OR THE SGX-SFG SERVICE.**

If acceptance, (if applicable) application and payment for the Convertible Bonds in the prescribed manner as set out in the ARE, the ARS or the PAL (as the case may be) and this Offer Information Statement is not received through an ATM of a Participating Bank by **9.30 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) or through CDP by **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) from any Entitled Depositor or Purchaser or Member Company (in respect of a Broker-linked Balance), the Nil-Paid Rights shall be deemed to have been declined and shall forthwith lapse and become void, and such provisional allotments not so accepted will be used to satisfy excess applications, if any, or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit. All monies received in connection therewith will be returned by CDP for and on behalf of the Company to the Entitled Depositors or the Purchasers, as the case may be, without interest or any share of revenue or other benefit arising therefrom, by ordinary post **AT THE ENTITLED DEPOSITOR'S OR PURCHASER'S OWN RISK (AS THE CASE MAY BE)** to their mailing address as maintained in the records of CDP.

IF AN ENTITLED DEPOSITOR OR PURCHASER (AS THE CASE MAY BE) IS IN ANY DOUBT AS TO THE ACTION HE SHOULD TAKE, HE SHOULD CONSULT HIS STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

8.2 Appropriation

Without prejudice to paragraph 1.3 of this **Appendix B**, an Entitled Depositor should note that:

- (a) by accepting his Nil-Paid Rights and (if applicable) applying for Excess Convertible Bonds, he acknowledges that, in the case where the amount of remittance payable to the Company in respect of his acceptance of the Convertible Bonds provisionally allotted to him and (if applicable) in respect of his application for Excess Convertible Bonds as per the instructions received by CDP whether under the ARE, the ARS and/or in any other application form for Convertible Bonds in relation to the Rights Issue differs from the amount actually received by CDP, the Company and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Company's behalf for each application on its own whether under the ARE, the ARS and/or any other application form for Convertible Bonds in relation to the Rights Issue as follows: firstly, towards payment of all amounts payable in respect of his acceptance of the Convertible Bonds provisionally allotted to him; and secondly, (if applicable) towards payment of all amounts payable in respect of his application for Excess Convertible Bonds. The determination and appropriation by the Company and CDP shall be conclusive and binding;
- (b) if the Entitled Depositor has attached a remittance to the ARE, the ARS and/or any other application form for Convertible Bonds in relation to the Rights Issue made through CDP, he would have irrevocably authorised the Company and CDP, in applying the amounts payable for his acceptance of the Convertible Bonds and (if applicable) his application for Excess Convertible Bonds, to apply the amount of the remittance which is attached to the ARE, the ARS and/or any other application form for Convertible Bonds in relation to the Rights Issue made through CDP; and
- (c) in the event that the Entitled Depositor accepts the Convertible Bonds provisionally allotted to him by way of the ARE and/or the ARS and/or has applied for Excess Convertible Bonds by way of the ARE and also by way of Electronic Application(s), the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor shall be deemed as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the ARE, the ARS and/or any other acceptance and/or application for Excess Convertible Bonds (including Electronic Application(s)) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

8.3 Availability of Excess Convertible Bonds

The Excess Convertible Bonds available for application are subject to the terms and conditions contained in the ARE, this Offer Information Statement and (if applicable) the Constitution of the Company. Applications for Excess Convertible Bonds will, at the Directors' absolute discretion, be satisfied from such Convertible Bonds as are not validly taken up by the Entitled Shareholders, the original allottee(s) or their respective renouncee(s) or the Purchaser(s) of the Nil-Paid Rights together with the aggregated fractional entitlements to the Convertible Bonds, any unsold "nil-paid" provisional allotment of Convertible Bonds (if any) of Foreign Shareholders and any Convertible Bonds that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the ARE and this Offer Information Statement. In the event that applications are received by the Company for more Excess Convertible Bonds than are available, the Excess Convertible Bonds available will be allotted in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. **CDP TAKES NO RESPONSIBILITY FOR ANY DECISION THAT THE DIRECTORS MAY MAKE.** In the allotment of Excess Convertible Bonds, preference will be given to the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights Issue, or have representation (direct or through a nominee) on the board of Directors of the Company, will rank last in priority for the rounding of odd lots and allotment of Excess Convertible Bonds. The Company reserves the right to refuse any application for Excess Convertible Bonds, in whole or in part, without assigning any reason whatsoever. In the event that the number of Excess Convertible Bonds allotted to an Entitled Depositor is less than the number of Excess Convertible Bonds applied for, the Entitled Depositor shall be deemed to have accepted the number of Excess Convertible Bonds actually allotted to him.

If no Excess Convertible Bonds are allotted or if the number of Excess Convertible Bonds allotted is less than that applied for, the amount paid on application or the surplus application monies, as the case may be, will be refunded to such Entitled Depositors or Member Companies (in respect of applications for Convertible Bonds made by Member Companies for Broker-linked Balances) without interest or any share of revenue or other benefit arising therefrom, within three (3) business days after the commencement of trading of the Convertible Bonds, by crediting their bank accounts with the relevant Participating Bank **AT THEIR OWN RISK** (if they had applied for Excess Convertible Bonds by way of an Electronic Application through an ATM of a Participating Bank), the receipt by such banks being a good discharge to the Company and CDP of their obligations, if any, thereunder, or by means of a crossed cheque in Singapore currency drawn on a bank in Singapore and sent **BY ORDINARY POST AT THEIR OWN RISK** to their mailing address as maintained in the records of CDP or in such other manner as they may have agreed with CDP for the payment of any cash distributions (if they had applied for Excess Convertible Bonds through CDP).

8.4 Deadlines

It should be particularly noted that unless:

- (a) acceptance of the Nil-Paid Rights is made by the Entitled Depositors or the Purchasers (as the case may be) by way of an Electronic Application through an ATM of a Participating Bank and payment of the full amount payable for such Convertible Bonds is effected by **9.30 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or

- (b) the duly completed and original signed ARE or ARS accompanied by a single remittance for the full amount payable for the relevant number of Convertible Bonds accepted and (if applicable) Excess Convertible Bonds applied for at the Issue Price, made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP – BANYAN TREE RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the names and Securities Account numbers of the Entitled Depositors or the Purchasers (as the case may be) clearly written in block letters on the reverse side of the Cashier's order or Banker's Draft is submitted by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK**, to **BANYAN TREE HOLDINGS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** by **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or
- (c) acceptance is made by a Depository Agent or a Member Company in respect of a Broker-linked Balance linked to the Member Company via the SGX-SFG Service and payment in Singapore currency by way of telegraphic transfer by the Depository Agent/(s) or Member Company/(s) for the Convertible Bonds is effected by **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company),

the Nil-Paid Rights will be deemed to have been declined and shall forthwith lapse and become void and cease to be capable of acceptance.

All monies received in connection therewith will be returned to the Entitled Depositors or the Purchasers or the Member Company (as the case may be) without interest or any share of revenue or other benefit arising therefrom **BY ORDINARY POST** and at the **ENTITLED DEPOSITORS' OR PURCHASERS' OR MEMBER COMPANY'S OWN RISK (AS THE CASE MAY BE)** to their mailing addresses as maintained in the records of CDP.

ACCEPTANCES AND/OR APPLICATIONS ACCOMPANIED BY ANY OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL NOT BE ACCEPTED.

8.5 Certificates

The certificates for the Convertible Bonds and Excess Convertible Bonds will be registered in the name of CDP or its nominee. Upon the crediting of the Convertible Bonds and Excess Convertible Bonds, CDP will send to you, **BY ORDINARY POST AND AT YOUR OWN RISK**, a notification letter showing the number of Convertible Bonds and Excess Convertible Bonds credited to your Securities Account.

8.6 General

In light of measures implemented due to the COVID-19 situation, the CDP Customer Service Centre will be temporarily closed until further notice. All CDP services will be provided through CDP Internet, phone (+65 6535 7511) and email services (asksgx@sgx.com). Entitled Depositors are strongly encouraged to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds by way of an Electronic Application through an ATM of a Participating Bank.

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Convertible Bonds provisionally allotted and credited to your Securities Account. You can verify the number of Convertible Bonds provisionally allotted and credited to your Securities Account online if you have registered for CDP Internet Access Service. Alternatively, you may proceed personally to CDP with your identity card or passport to verify the number of Convertible Bonds provisionally allotted and credited to your Securities Account.

Entitled Depositors and/or Purchasers who do not receive the ARE and/or the ARS and other accompanying documents may contact CDP via its hotline at +65 6535 7511 or via email at asksgx@sgx.com, on Mondays to Fridays from 8.30 a.m. to 5.00 p.m. and on Saturdays from 8.30 a.m. to 12 noon, during the period from the date the Rights Issue commences up to the Closing Date.

It is the responsibility of an Entitled Depositor and/or Purchaser to ensure that the ARE and/or ARS is accurately completed in all respects and signed. The Company and/or CDP will be authorised and entitled to reject any acceptance and/or application which does not comply with the terms and instructions contained herein and in the ARE and/or ARS, or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. Any decision to reject the ARE and/or ARS on the grounds that it has been signed but not in its originality, incompletely, incorrectly or invalidly signed, completed or submitted will be final and binding, and neither CDP nor the Company accepts any responsibility or liability for the consequences of such a decision.

EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS OFFER INFORMATION STATEMENT, ACCEPTANCE OF THE NIL-PAID RIGHTS AND (IF APPLICABLE) YOUR APPLICATION FOR EXCESS CONVERTIBLE BONDS IS IRREVOCABLE.

No acknowledgement will be given for any submissions sent by post, deposited into boxes located at CDP's premises or submitted by hand at CDP's counters.

All communications, notices, documents and remittances to be delivered or sent to you will be sent **BY ORDINARY POST** to your mailing address as maintained in the records of CDP, and **AT YOUR OWN RISK**.

8.7 Personal Data Privacy

By completing and delivering an ARE or ARS and in the case of an Electronic Application, by pressing the "Enter", "OK", "Confirm" or "Yes" key, an Entitled Depositor or a Purchaser (i) consents to the collection, use and disclosure of his personal data by the Company, the Share Registrar, CDP, the Participating Banks, the Sole Manager and SGX-ST (the "**Relevant Persons**") for the purpose of facilitating his application for the Convertible Bonds, and in order for the Relevant Persons to comply with any applicable laws, listing rules, regulations and/or guidelines, (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable laws, and (iii) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

PROCEDURE TO COMPLETE THE ARE/ARS

1. Know your holdings and entitlement

A. KNOW YOUR HOLDINGS & ENTITLEMENT

Number of Shares
currently held by
you

XXXXXX

Shares as at
5.00 P.M. ON 25 JUNE 2020
(Record Date)

Number of Convertible
Bonds provisionally
allotted*

XXXXXX

Issue Price

S\$1.00 per Convertible Bond

This is your
shareholding as at the
Record Date.

This is the date to
determine your rights
entitlements.

This is your number of
Convertible Bonds
provisionally allotted.

This is the price that
you need to pay when
you subscribe for one
Convertible Bond.

2. Select your application options

B. SELECT YOUR APPLICATION OPTIONS

1. ATM

Follow the procedures set out on the ATM screen and submit your application through an ATM of a Participating Bank by **9.30 P.M. ON 29 JULY 2020.**

Participating Banks are **DBS Bank Ltd. (including POSB), Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited.**

Due to COVID-19 measures, you are strongly encouraged to submit your application through an ATM of a Participating Bank.

This is the last date and
time to subscribe for
the Convertible Bonds
through ATMs of
Participating Banks and
CDP.

You can apply for your
Convertible Bonds
through ATMs of
Participating Banks.

2. Mail

Only if you are unable to submit your application through an ATM of a Participating Bank, you may complete the section below and submit this form to CDP by 5.00 P.M. ON 29 JULY 2020.

(i) Only **BANKER'S DRAFT/CASHIER'S ORDER** payable to **"CDP – BANYAN TREE RIGHTS ISSUE ACCOUNT"** will be accepted.

(ii) Applications using a **PERSONAL CHEQUE, POSTAL ORDER or MONEY ORDER** will be rejected.

(iii) Write your name and securities account number on the back of the Banker's Draft/Cashier's Order.

This is the payee name
to be issued on your
Cashier's Order/
Banker's Draft where
BANYAN TREE is the
name of the Company.

Note:

- (1) Please refer to the ARE/ARS for the actual holdings, entitlements, Record Date, Issue Price, Closing Date, list of Participating Banks and payee name on the Cashier's Order/Banker's Draft.

C. DECLARATION

i. Total Number of Convertible Bonds Applied:
(Provisionally Allotted + Excess Convertible Bonds)

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ii. Cashier's Order/Banker's Draft Details:**
(Input last 6 digits of CO/BD)

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Date _____

Sign within the box.

- (1) If the total number of Convertible Bonds applied for exceeds the provisional allotted holdings in your Securities Account as at Closing Date, the remaining application will be put under excess and subjected to the excess allocation basis.
- (2) The total number of Convertible Bonds applied for will be based on the cash amount stated in your Cashier's Order/Banker's Draft. The total number of Convertible Bonds will be appropriated accordingly if the applied quantity exceeds this amount.
- (3) Please note to submit one (1) Cashier's Order/Banker's Draft per application form.

3. Sample of a Cashier's Order

CASHIER'S ORDER		DATE
PAY TO THE ORDER OF	CDP - ████████ RIGHTS ISSUE ACCOUNT	DD / MM / YY
SINGAPORE DOLLARS	**SEVEN THOUSAND SIX HUNDRED ONLY**	\$S 7,600.00
BANK REF. : 0105085000052		
VALID FOR SIX MONTHS ONLY FROM DATE OF ISSUE		

APPENDIX C – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATIONS THROUGH ATMS OF PARTICIPATING BANKS

The procedures for Electronic Applications for Convertible Bonds are set out on the ATM screens of the relevant Participating Banks (**“Steps in respect of the Rights Issue”**). Please read carefully the terms and conditions of this Offer Information Statement, the Steps in respect of the Rights Issue and the terms and conditions for Electronic Applications for Convertible Bonds set out below before making an Electronic Application. An ATM card issued by one Participating Bank cannot be used to accept Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds at an ATM belonging to other Participating Banks. Any Electronic Application which does not strictly conform to the instructions set out on the screens of the ATM through which the Electronic Application is made will be rejected.

All references to **“Rights Issue”** and **“Rights Application”** on the ATM screens of the Participating Banks shall mean the offer of Convertible Bonds under the Rights Issue and the acceptance of Nil-Paid Rights and (if applicable) application for Excess Convertible Bonds, respectively. All references to **“Document”** on the ATM screens of the Participating Banks shall mean this Offer Information Statement.

Any reference to the **“Applicant”** in the terms and conditions for Electronic Applications for Convertible Bonds and the Steps in respect of the Rights Issue shall mean the Entitled Depositor, his renounee or the Purchaser of Nil-Paid Rights (as the case may be) who accepts his Nil-Paid Rights or (if applicable) applies for Excess Convertible Bonds through an ATM of a Participating Bank. An Applicant must have an existing bank account with, and be an ATM cardholder of, one of the Participating Banks before he can make an Electronic Application. The actions that the Applicant must take at ATMs of the Participating Banks are set out on the ATM screens of the relevant Participating Banks. Upon the completion of his Electronic Application transaction, the Applicant will receive an ATM transaction slip (**“Rights Issue Transaction Record”**), confirming the details of his Electronic Application. The Rights Issue Transaction Record is for retention by the Applicant and should not be submitted with any ARE and/or ARS.

An Applicant, including one who has a joint bank account with a Participating Bank, must ensure that he enters his own Securities Account number when using the ATM card issued to him by that Participating Bank in his own name. Using his own Securities Account number with an ATM card which is not issued to him by that Participating Bank in his own name will render his acceptance or (as the case may be) excess application liable to be rejected.

The Convertible Bonds are not eligible for inclusion under the CPF Investment Scheme. Accordingly, prospective investors CANNOT use their CPF Funds to apply for the initial offer of the Convertible Bonds, pay the Issue Price, accept their Nil-Paid Rights, (if applicable) apply for Excess Convertible Bonds and/or later purchase Convertible Bonds.

CPFIS Members who have previously purchased their Shares using CPF Funds and wish to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds will need to instruct their respective CPF agent banks to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds on their behalf USING CASH and in accordance with the terms and conditions of this Offer Information Statement. The Convertible Bonds will not be held through the CPF Investment Account.

For SRS Investors and investors who hold Shares through finance companies or Depository Agents, acceptances of Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds must be made through the relevant SRS Approved Banks, finance companies or Depository Agents, respectively. Such investors are advised to provide their respective SRS Approved Banks, finance companies or Depository Agents, as

the case may be, with the appropriate instructions no later than the deadlines set by such intermediaries in order for such intermediaries to make the relevant acceptances of Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds on their behalf by the Closing Date. Any acceptance and/or application made by such investors directly through CDP, Electronic Applications, the Share Registrar and/or the Company will be rejected. Such investors will receive notification letters from their respective SRS Approved Banks, finance companies or Depository Agents, as the case may be, and should refer to such notification letters for details of the last date and time to submit acceptances of their Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds to such intermediaries.

For renounees of Entitled Shareholders or Purchasers whose purchases are settled through finance companies or Depository Agents, acceptances of Nil-Paid Rights represented by the Nil-Paid Rights purchased must be made through the respective finance companies or Depository Agents, as the case may be. Such renounees and Purchasers are advised to provide their respective finance companies or Depository Agents, as the case may be, with the appropriate instructions no later than the deadlines set by such intermediaries in order for such intermediaries to make the relevant acceptances of Nil-Paid Rights on their behalf by the Closing Date. Any acceptance made by such investors directly through CDP, Electronic Applications, the Share Registrar and/or the Company will be rejected.

The Electronic Application shall be made in accordance with, and subject to, the terms and conditions of this Offer Information Statement, including but not limited to the terms and conditions appearing below:

1. In connection with his Electronic Application, the Applicant is required to confirm statements to the following effect in the course of activating the ATM of a Participating Bank for his Electronic Application:
 - (a) that he has read, understood and agreed to all the terms and conditions of acceptance of and (as the case may be) application for the Convertible Bonds under the Rights Issue and this Offer Information Statement prior to effecting the Electronic Application and agrees to be bound by the same; and
 - (b) that he authorises CDP to give, provide, divulge, disclose or reveal information pertaining to his Securities Account maintained in CDP's record, including, without limitation, his name(s), his NRIC number(s) or passport number(s), Securities Account number(s), address(es), the number of Shares standing to the credit of his Securities Account, the number of Convertible Bonds provisionally allotted to him, his acceptance and (if applicable) application for Excess Convertible Bonds and any other information (the "Relevant Particulars") to the Company and any other relevant parties (the "Relevant Parties") as CDP may deem fit for the purpose of the Rights Issue and his acceptance and (if applicable) application.

His acceptance and (if applicable) application will not be successfully completed and cannot be recorded as a completed transaction in the ATM of a Participating Bank unless he presses the "Enter" or "OK" or "Confirm" or "Yes" key, as the case may be. By doing so, the Applicant shall be treated as signifying his confirmation of each of the two statements above. In respect of statement 1(b) above, his confirmation, by pressing the "Enter" or "OK" or "Confirm" or "Yes" key, as the case may be, shall signify and shall be treated as his written permission, given in accordance with the relevant laws of Singapore including Section 47(2) and the Third Schedule of the Banking Act, Chapter 19 of Singapore, to the disclosure by the Participating Bank of the Relevant Particulars to Relevant Parties.

2. An Applicant may make an Electronic Application using cash only by authorising such Participating Bank to deduct the full amount payable from his bank account with such Participating Bank.
3. The Applicant irrevocably agrees and undertakes to subscribe for and to accept up to the aggregate of the number of Convertible Bonds provisionally allotted and Excess Convertible Bonds applied for as stated on the Rights Issue Transaction Record or the number of Convertible Bonds standing to the credit of the "Free Balance" of his Securities Account as at the Closing Date. In the event that the Company decides to allot any smaller number of Excess Convertible Bonds or not to allot any number of Excess Convertible Bonds to the Applicant, the Applicant agrees to accept the Company's decision as final and binding.
4. If the Applicant's Electronic Application is successful, his confirmation (by his action of pressing the "Enter" or "OK" or "Confirm" or "Yes" key, as the case may be, on the ATM) of the number of Convertible Bonds accepted and/or Excess Convertible Bonds applied for shall signify and shall be treated as his acceptance of the number of Convertible Bonds accepted and/or Excess Convertible Bonds applied for that may be allotted to him.
5. In the event that the Applicant accepts his Nil-Paid Rights both by way of the ARE and/or the ARS (as the case may be) and by way of Electronic Application, the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination thereof as the Company and/or CDP may, in their/its absolute discretion, deem fit. In determining the number of Convertible Bonds which the Applicant has validly given instructions to accept, the Applicant shall be deemed to have irrevocably given instructions to accept the smaller of the number of provisionally allotted Convertible Bonds which are standing to the credit of the "Free Balance" of his Securities Account as at the Closing Date and the aggregate number of Convertible Bonds which have been accepted by the Applicant by way of the ARE and/or the ARS (as the case may be) and by Electronic Application. The Company and/or CDP, in determining the number of Convertible Bonds which the Applicant has given valid instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of Convertible Bonds, whether by way of Cashier's Order or Banker's Draft in Singapore currency drawn on a bank in Singapore accompanying the ARE and/or the ARS, or by way of acceptance through Electronic Application, which the Applicant has authorised or deemed to have authorised to be applied towards the payment in respect of the Applicant's acceptance.
6. If applicable, in the event that the Applicant applies for Excess Convertible Bonds both by way of the ARE and by way of Electronic Application, the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination thereof as the Company and/or CDP may, in their/its absolute discretion, deem fit. In determining the number of Excess Convertible Bonds which the Applicant has given valid instructions for the application of, the Applicant shall be deemed to have irrevocably given instructions to apply for and agreed to accept such number of Excess Convertible Bonds not exceeding the aggregate number of Excess Convertible Bonds for which he has applied by way of the ARE and by Electronic Application for. The Company and/or CDP, in determining the number of Excess Convertible Bonds which the Applicant has given valid instructions for the application of, shall be authorised and entitled to have regard to the aggregate amount of payment received for the application of the Excess Convertible Bonds, whether by way of Cashier's Order or Banker's Draft in Singapore currency drawn on a bank in Singapore accompanying the ARE, or by way of application through Electronic Application, which the Applicant has authorised or deemed to have authorised to be applied towards the payment in respect of the Applicant's application.

7. The Applicant irrevocably requests and authorises the Company to:
- (a) register or to procure the registration of the Convertible Bonds and (if applicable) Excess Convertible Bonds allotted to the Applicant in the name of CDP for deposit into his Securities Account;
 - (b) return or refund (without interest or any share of revenue or other benefit arising therefrom) the acceptance/application monies, should his Electronic Application in respect of the Convertible Bonds not be accepted and/or Excess Convertible Bonds applied for not be accepted by the Company for any reason, by automatically crediting the Applicant's bank account with his Participating Bank with the relevant amount within three (3) business days after the commencement of trading of the Convertible Bonds; and
 - (c) return or refund (without interest or any share of revenue or other benefit arising therefrom) the balance of the application monies, should his Electronic Application for Excess Convertible Bonds be accepted in part only, by automatically crediting the Applicant's bank account with his Participating Bank with the relevant amount within three (3) business days after the commencement of trading of the Convertible Bonds.
8. **BY MAKING AN ELECTRONIC APPLICATION, THE APPLICANT CONFIRMS THAT HE IS NOT ACCEPTING/APPLYING FOR THE CONVERTIBLE BONDS AS A NOMINEE OF ANY OTHER PERSON.**
9. The Applicant irrevocably agrees and acknowledges that his Electronic Application is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, fires, acts of God, mistakes, losses and theft (in each case whether or not within the control of the Company, CDP, the Sole Manager, the Share Registrar and/or the Participating Banks) and any other events whatsoever beyond the control of the Company, CDP, the Sole Manager, the Share Registrar and/or the Participating Banks, and if, in any such event, the Company, CDP, the Sole Manager, the Share Registrar and/or the Participating Banks do not record or receive the Applicant's Electronic Application by **9.30 p.m. on 29 July 2020 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company)**, or such data or tape containing such data is lost, corrupted, destroyed or not otherwise accessible, whether wholly or partially for whatever reason, the Applicant shall be deemed not to have made an Electronic Application and the Applicant shall have no claim whatsoever against the Company, the Sole Manager, CDP, the Share Registrar, the Participating Banks and/or their respective officers in respect of any purported acceptance thereof and (if applicable) excess application therefor, or for any compensation, loss or damage in connection therewith or in relation thereto.
10. **Electronic Applications for Convertible Bonds may only be made through ATMs of the Participating Banks from Mondays to Saturdays between 7.00 a.m. to 9.30 p.m., excluding public holidays.**
11. Electronic Applications for Convertible Bonds shall close at **9.30 p.m. on 29 July 2020 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).**
12. All particulars of the Applicant in the records of his Participating Bank at the time he makes his Electronic Application shall be deemed to be true and correct and the relevant Participating Bank and the Relevant Parties shall be entitled to rely on the accuracy thereof. If there has been any change in the particulars of the Applicant after the time of the making of his Electronic Application, the Applicant shall promptly notify his Participating Bank.

13. The Applicant must have sufficient funds in his bank account(s) with his Participating Bank at the time he makes his Electronic Application, failing which his Electronic Application will not be completed. Any Electronic Application which does not strictly conform to the instructions set out on the ATM screens of such Participating Banks will be rejected.
14. Where an Electronic Application is not accepted, it is expected that the full amount of the acceptance/application monies will be returned or refunded in Singapore currency (without interest or any share of revenue or other benefit arising therefrom) to the Applicant by being automatically credited to the Applicant's bank account with the relevant Participating Bank within three (3) business days after the commencement of trading of the Convertible Bonds. An Electronic Application may also be accepted in part, in which case the balance amount of acceptance/application monies will be refunded on the same terms.
15. In consideration of the Company arranging for the Electronic Application facility through the ATMs of the Participating Banks and agreeing to close the Rights Issue at **9.30 p.m. on 29 July 2020 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company)**, and by making and completing an Electronic Application through an ATM of a Participating Bank, the Applicant agrees that:
- (a) his Electronic Application is irrevocable (whether or not, to the extent permitted by law, any supplementary document or replacement document is lodged with the Authority);
 - (b) he represents and warrants that he is not located within the United States (within the meaning of Regulation S) and is acquiring the Convertible Bonds in an offshore transaction (within the meaning of Regulation S);
 - (c) he represents, warrants and undertakes that he can subscribe for the Convertible Bonds in accordance with all applicable laws and regulations;
 - (d) his Electronic Application, the acceptance thereof by the relevant Participating Bank and by the Company and the contract resulting therefrom shall be governed by and construed in accordance with the laws of Singapore and for the benefit of CDP, the Company, the Sole Manager, the Participating Banks and the Share Registrar, and he irrevocably submits to the exclusive jurisdiction of the Singapore courts. Notwithstanding the foregoing, CDP, the Company, the Sole Manager, the Participating Banks and the Share Registrar shall retain the right to bring proceedings against him in any other court of competent jurisdiction or concurrently in more than one jurisdiction;
 - (e) none of the Company, CDP, the Sole Manager, the Share Registrar and the Participating Banks shall be liable for any delays, failures or inaccuracies in the recording, storage or in the transmission or delivery of data relating to his Electronic Application to the Company or CDP due to a breakdown or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 9 of this **Appendix C** or to any cause beyond their respective control;
 - (f) any interest, share of revenue or other benefit accruing on or arising from in connection with any acceptance and (if applicable) application monies shall be for the benefit of the Company and none of the Company, CDP, the Sole Manager or any other persons involved in the Rights Issue shall be under any obligation to account for such interest, share of revenue or other benefit to him or any other person;

- (g) in accepting his Nil-Paid Rights, reliance has been placed solely on the information contained in this Offer Information Statement and that none of the Company, the Sole Manager or any other person involved in the Rights Issue shall have any liability in respect of any information not so contained, except for any liability which cannot by law be excluded; he has not relied on any information, representation or warranty supplied or made by or on behalf of the Company, the Share Registrar, CDP, the Participating Banks, the Sole Manager and SGX-ST (collectively, the “**Relevant Persons**”); he has access to all information he believes is necessary or appropriate in connection with this subscription of Convertible Bonds; he has not relied on any investigation that the Sole Manager or any of the Relevant Persons may have conducted with respect to the Convertible Bonds or the Company, and none of such persons has made any representation to him, express or implied, with respect to the Convertible Bonds or the Company; except for any liability which cannot by law be excluded, he will not hold any of the Relevant Persons responsible for any misstatements or omissions from any publicly available information concerning the Company and none of the Relevant Persons owes or accepts any duty, liability or responsibility to him, whether in contract or in tort (including, without limitation, negligence and breach of statutory duty) or otherwise and shall not be liable in respect of any loss, damage or expense whatsoever in relation to the Rights Issue;
 - (h) he will not be entitled to exercise any remedy of rescission for misrepresentation at any time after his acceptance of the provisionally allotted Convertible Bonds and (if applicable) his application for Excess Convertible Bonds;
 - (i) in respect of the Convertible Bonds for which his Electronic Application has been successfully completed and not rejected, acceptance of the Applicant’s Electronic Application shall be constituted by written notification by or on behalf of the Company and not otherwise, notwithstanding any payment received by or on behalf of the Company; and
 - (j) unless expressly provided to the contrary in this Offer Information Statement and/or the Electronic Application, a person who is not a party to any contracts made pursuant to this Offer Information Statement and/or the Electronic Application has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties thereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.
16. The Applicant should ensure that his personal particulars as recorded with both CDP and the relevant Participating Banks are correct and identical, otherwise, his Electronic Application may be liable to be rejected. The Applicant should promptly inform CDP of any change in his address, failing which the notification letter on successful allotment and other correspondence will be sent to his address last registered with CDP.
 17. The existence of a trust will not be recognised. Any Electronic Application by an Applicant must be made in his own name and without qualification. The Company will reject any application by any person acting as nominee.
 18. In the event that the Applicant accepts the provisionally allotted Convertible Bonds and/or (if applicable) applies for Excess Convertible Bonds, as the case may be, by way of the ARE and/or the ARS and/or by way of Electronic Application, the provisionally allotted Convertible Bonds and/or Excess Convertible Bonds will be allotted in such manner as the Company and/or CDP may, in their/its absolute discretion, deem fit and the surplus acceptance and (if

applicable) application monies, as the case may be, will be returned or refunded, without interest or any share of revenue or other benefit arising therefrom, within three (3) business days after the commencement of trading of the Convertible Bonds by any one or a combination of the following:

- (a) by means of a crossed cheque in Singapore currency drawn on a bank in Singapore and sent **BY ORDINARY POST** to his mailing address as maintained in the records of CDP or in such other manner as he may have agreed with CDP for the payment of any cash distributions **AT HIS OWN RISK** if he accepts and (if applicable) applies through CDP; and
 - (b) by crediting the Applicant's bank account with the relevant Participating Bank **AT HIS OWN RISK** if he accepts and (if applicable) applies through an ATM of that Participating Bank, the receipt by such bank being a good discharge of the Company's and CDP's obligations.
19. The Applicant hereby acknowledges that, in determining the total number of Convertible Bonds represented by the Nil-Paid Rights which he can validly accept, the Company and/or CDP are entitled, and the Applicant hereby authorises the Company and/or CDP, to take into consideration:
- (a) the total number of Convertible Bonds represented by the Nil-Paid Rights which the Applicant has validly accepted, whether under the ARE, the ARS and/or any other form of application (including Electronic Application) for the Convertible Bonds;
 - (b) the total number of Convertible Bonds represented by the Nil-Paid Rights standing to the credit of the "Free Balance" of the Applicant's Securities Account which is available for acceptance; and
 - (c) the total number of Convertible Bonds represented by the Nil-Paid Rights which has been disposed of by the Applicant.

The Applicant hereby acknowledges that the Company's and/or CDP's determination shall be conclusive and binding on him.

20. The Applicant irrevocably requests and authorises CDP to accept instructions from the Participating Bank through whom the Electronic Application is made in respect of the Nil-Paid Rights accepted by the Applicant and (if applicable) the Excess Convertible Bonds which the Applicant has applied for.
21. In respect of any acceptance, (if applicable) application and/or payment which does not conform strictly to the instructions set out in this Offer Information Statement, the ARE, the ARS, the PAL and/or any other application form for Convertible Bonds and/or Excess Convertible Bonds, or where the "Free Balance" of the Applicant's Securities Account is not credited with, or is credited with less than, the number of provisionally allotted Convertible Bonds subscribed as at the Closing Date, or which does not comply with the instructions for Electronic Application or the terms and conditions of this Offer Information Statement, or in the case of an acceptance and/or application by the ARE, the ARS, the PAL and/or any other application form for Convertible Bonds and/or Excess Convertible Bonds which is illegible, incomplete, incorrectly completed, unsigned, signed but not in its originality or which is accompanied by an improperly or insufficiently drawn remittance, the Company and/or CDP may, at their/its absolute discretion, reject or treat as invalid any such acceptance, (if applicable) application, payment and/or other process of remittance at any time after receipt in such manner as they/it may deem fit.

22. The Company and/or CDP shall be entitled to process each application submitted for the acceptance of Nil-Paid Rights and, where applicable, application for Excess Convertible Bonds and the payment received in relation thereto, pursuant to such application, by an Applicant, on its own, without regard to any other application and payment that may be submitted by the same Applicant. For the avoidance of doubt, insufficient payment for an application may render the application invalid and evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application submitted for the acceptance of Nil-Paid Rights and (if applicable) application for Excess Convertible Bonds.

APPENDIX D – PROCEDURES FOR ACCEPTANCE, SPLITTING, RENUNCIATION, EXCESS APPLICATION AND PAYMENT BY ENTITLED SCRIPHOLDERS

1 INTRODUCTION

- 1.1 Entitled Scripholders are entitled to access and download the electronic version of this Offer Information Statement and the Product Highlights Sheet and receive the OIS Notification Letter with the following documents, which are deemed to constitute a part of this Offer Information Statement:

PAL incorporating:

Form of Acceptance	(Form A)
Request for Splitting	(Form B)
Form of Renunciation	(Form C)
Form of Nomination	(Form D)
Excess Convertible Bonds Application Form	(Form E)

- 1.2 The acceptance of Nil-Paid Rights and application for Excess Convertible Bonds is governed by the terms and conditions of this Offer Information Statement, the PAL and (if applicable) the Constitution of the Company. The number of Convertible Bonds provisionally allotted to Entitled Scripholders is indicated in the PAL. Entitled Scripholders may accept their Nil-Paid Rights, in full or in part, and are eligible to apply for Excess Convertible Bonds.
- 1.3 Full instructions for the acceptance of and payment for the Convertible Bonds provisionally allotted to Entitled Scripholders and the procedures to be adopted should they wish to renounce, transfer or split their provisional allotments are set out in this Offer Information Statement as well as the PAL.
- 1.4 In respect of any acceptance, (if applicable) application and/or payment which does not conform strictly to the instructions set out in this Offer Information Statement, the ARE, the ARS, the PAL and/or any other application form for Convertible Bonds and/or Excess Convertible Bonds, or which does not comply with the instructions for Electronic Application or the terms and conditions of this Offer Information Statement, or in the case of an acceptance and/or application by the ARE, the ARS, the PAL and/or any other application form for Convertible Bonds and/or Excess Convertible Bonds which is illegible, incomplete, incorrectly completed, unsigned, signed but not in its originality or which is accompanied by an improperly or insufficiently drawn remittance, the Company and/or the Share Registrar may, at their/its absolute discretion, reject or treat as invalid any such acceptance, (if applicable) application, payment and/or other process of remittance at any time after receipt in such manner as they/it may deem fit.
- 1.5 The Company and/or the Share Registrar shall be entitled to process each application submitted for the acceptance of Nil-Paid Rights and, where applicable, application for Excess Convertible Bonds and the payment received in relation thereto, pursuant to such application, by an Entitled Scripholder, on its own, without regard to any other application and payment that may be submitted by the same Entitled Scripholder. For the avoidance of doubt, insufficient payment for an application may render the application invalid and evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application submitted.

1.6 **Entitled Scripholders who intend to trade any part of their Nil-Paid Rights on SGX-ST should note that all dealings in and transactions of the Nil-Paid Rights through SGX-ST will be effected under the book-entry (scripless) settlement system. Accordingly, the PALs will not be valid for delivery pursuant to trades done on SGX-ST.**

1.7 Unless expressly provided to the contrary in this Offer Information Statement and/or the PAL, a person who is not a party to any contract made pursuant to this Offer Information Statement and/or the PAL has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties thereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

2 FORM OF ACCEPTANCE (FORM A)

2.1 Acceptance

An Entitled Scripholder who wishes to accept his entire allotment of Nil-Paid Rights or to accept any part of it and decline the balance should:

- (a) complete and sign the Form of Acceptance (Form A) for the number of Nil-Paid Rights which he wishes to accept; and
- (b) forward by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK**, the PAL in its entirety, duly completed and signed, together with a single remittance for the full amount due and payable on acceptance to **BANYAN TREE HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., 50 RAFFLES PLACE, #32-01 SINGAPORE LAND TOWER, SINGAPORE 048623**, so as to arrive not later than **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

2.2 Insufficient Payment

The attention of the Entitled Scripholder is also drawn to paragraph 2.3 of this **Appendix D** entitled "Appropriation" which sets out the circumstances and manner in which the Company and/or the Share Registrar shall be entitled to determine the number of Convertible Bonds which the Entitled Scripholder has given instructions to accept.

2.3 Appropriation

An Entitled Scripholder should note that by accepting his Nil-Paid Rights, he acknowledges that, the Company and/or the Share Registrar, in determining the number of Convertible Bonds which the Entitled Scripholder has given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of Convertible Bonds, whether by way of Cashier's Order or Banker's Draft in Singapore currency drawn on a bank in Singapore.

3 REQUEST FOR SPLITTING (FORM B) AND FORM OF RENUNCIATION (FORM C)

- 3.1 Entitled Scripholders who wish to accept only part of their Nil-Paid Rights and renounce the balance, or who wish to renounce all or part of their Nil-Paid Rights in favour of more than one person, should first, using the Request for Splitting (Form B), request to have their Nil-Paid Rights under the PAL split into separate PALs ("**Split Letters**") according to their requirements. The duly completed and signed Request for Splitting (Form B), together with the PAL in its entirety should then be forwarded by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK**, to **BANYAN TREE HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., 50 RAFFLES PLACE, #32-01 SINGAPORE LAND TOWER, SINGAPORE 048623**, not later than **5.00 p.m. on 23 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Split Letters will then be issued to Entitled Scripholders in accordance with their request. No Split Letters will be issued to Entitled Scripholders if Form B together with the PAL in its entirety is received after **5.00 p.m. on 23 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).
- 3.2 The Split Letters representing the number of Convertible Bonds which Entitled Scripholders intend to renounce may be renounced by completing and signing the Form of Renunciation (Form C) before delivery to the renounee. Entitled Scripholders should complete and sign the Form of Acceptance (Form A) of the Split Letter(s) representing that part of their Nil-Paid Rights they intend to accept, if any, and forward the said Split Letter(s) together with the remittance for the payment in the prescribed manner to **BANYAN TREE HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., 50 RAFFLES PLACE, #32-01 SINGAPORE LAND TOWER, SINGAPORE 048623**, so as to arrive not later than **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).
- 3.3 Entitled Scripholders who wish to renounce their entire allotment of Nil-Paid Rights in favour of one person, or renounce any part of it in favour of one person and decline the balance, should complete and sign the Form of Renunciation (Form C) for the number of Nil-Paid Rights which they wish to renounce and deliver the PAL in its entirety together with the OIS Notification Letter to the renounees.

4 FORM OF NOMINATION (WITH CONSOLIDATED LISTING FORM) (FORM D)

- 4.1 The renounee(s) should complete and sign the Form of Nomination (Form D) and forward the Form of Nomination (Form D), together with the PAL in its entirety, duly completed and signed, and a single remittance for the full amount due and payable in the prescribed manner by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK**, to **BANYAN TREE HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., 50 RAFFLES PLACE, #32-01 SINGAPORE LAND TOWER, SINGAPORE 048623**, so as to arrive not later than **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).
- 4.2 Each Entitled Scripholder may consolidate the Nil-Paid Rights allotted in the PAL together with those comprised in any PALs and/or Split Letters renounced in his favour by completing and signing the Form of Acceptance (Form A) and the Consolidated Listing Form in the Form of Nomination (Form D) of the PAL and attaching thereto all the said renounced PALs and/or Split Letters, each duly completed and signed and with the serial number of the Principal PAL (as hereinafter defined) stated on each of them. A renounee who is not an Entitled Scripholder and who wishes to consolidate the allotments of Nil-Paid Rights

comprised in several renounced PALs and/or Split Letters in one name only or in the name of a joint Securities Account should complete the Consolidated Listing Form in the Form of Nomination (Form D) of only one PAL or Split Letter (the “Principal PAL”) by entering therein details of the renounced PALs and/or Split Letters and attaching thereto all the said renounced PALs and/or Split Letters, each duly completed and signed, and with the serial number of the Principal PAL stated on each of them. **ALL THE RENOUNCED PALs AND SPLIT LETTERS, EACH DULY COMPLETED AND SIGNED, MUST BE ATTACHED TO THE FORM OF ACCEPTANCE (FORM A) OR THE FORM OF NOMINATION (FORM D) (AS THE CASE MAY BE).**

5. PAYMENT

- 5.1 Payment in relation to the PALs must be made in Singapore currency in the form of a Cashier’s Order or Banker’s Draft drawn on a bank in Singapore and made payable to “**BANYAN TREE HOLDINGS LIMITED**” and crossed “**NOT NEGOTIABLE, A/C PAYEE ONLY**” with the name and address of the Entitled Scripholder or acceptor clearly written in block letters on the reverse side of the Cashier’s Order or Banker’s Draft. The completed PAL and remittance should be forwarded by post in the self-addressed envelope provided, **AT THE SENDER’S OWN RISK**, to **BANYAN TREE HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., 50 RAFFLES PLACE, #32-01 SINGAPORE LAND TOWER, SINGAPORE 048623**, so as to arrive not later than **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). **NO OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**
- 5.2 If acceptance and (if applicable) excess application and payment in the prescribed manner as set out in this Offer Information Statement and the PAL for the Rights Issue is not received by **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), the Nil-Paid Rights will be deemed to have been declined and will forthwith lapse and become void and cease to be capable of acceptance, and such provisional allotments not so accepted will be used to satisfy excess applications, if any, or disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. The Company will return or refund all unsuccessful application monies received in connection therewith **BY ORDINARY POST AT THE RISK OF THE ENTITLED SCRIPHOLDERS OR THEIR RENOUNCEE(S), AS THE CASE MAY BE**, without interest or any share of revenue or benefit arising therefrom, within 14 days of the Closing Date.

6. EXCESS CONVERTIBLE BONDS APPLICATION FORM (FORM E)

- 6.1 Entitled Scripholders who wish to apply for Excess Convertible Bonds in addition to those which have been provisionally allotted to them may do so by completing the Excess Convertible Bonds Application Form (Form E) and forwarding it together with the PAL in its entirety with a **SEPARATE REMITTANCE** for the full amount payable in respect of the Excess Convertible Bonds applied for in the form and manner set out in paragraph 5 of this **Appendix D**, by post in the self-addressed envelope provided, **AT THE SENDER’S OWN RISK**, to **BANYAN TREE HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., 50 RAFFLES PLACE, #32-01 SINGAPORE LAND TOWER, SINGAPORE 048623**, so as to arrive not later than **5.00 p.m. on 29 July 2020** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). **NO OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

- 6.2 The Excess Convertible Bonds available for application are subject to the terms and conditions contained in the PAL, the Excess Convertible Bonds Application Form (Form E), this Offer Information Statement and (if applicable) the Constitution of the Company. Applications for Excess Convertible Bonds will, at the Directors' absolute discretion, be satisfied from such Convertible Bonds as are not validly taken up by the original allottee(s) or their respective renouncee(s) or Purchaser(s) of the Nil-Paid Rights, the unsold provisional allotments of Convertible Bonds (if any) of Foreign Shareholders and any Convertible Bonds that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the PAL, the Excess Convertible Bonds Application Form (Form E), this Offer Information Statement and (if applicable) the Constitution of the Company. In the event that applications are received by the Company for more Excess Convertible Bonds than are available, the Excess Convertible Bonds available will be allotted in such manner as the Directors may, in their absolute discretion, deem fit in the interest of the Company. In the allotment of Excess Convertible Bonds, preference will be given to the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights Issue, or have representation (direct or through a nominee) on the board of Directors of the Company, will rank last in priority for the rounding of odd lots and allotment of Excess Convertible Bonds. The Company reserves the right to reject, in whole or in part, any application for Excess Convertible Bonds without assigning any reason whatsoever.
- 6.3 If no Excess Convertible Bonds are allotted to Entitled Scripholders or if the number of Excess Convertible Bonds allotted to them is less than that applied for, the amount paid on application or the surplus application monies, as the case may be, will be returned or refunded to them by the Company without interest or any share of revenue or other benefit arising therefrom, within 14 days of the Closing Date, **BY ORDINARY POST** to their mailing addresses as maintained with the Share Registrar **AT THEIR OWN RISK**.
- 7. GENERAL**
- 7.1 No acknowledgements or receipts will be issued for in respect of any acceptances, applications, remittances or payments received.
- 7.2 **Entitled Scripholders who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor, accountant or other professional adviser.**
- 7.3 Upon listing and quotation on the Main Board of SGX-ST (subject to there being a sufficient spread of holdings of the Convertible Bonds to provide for an orderly market in the Convertible Bonds), any trading of the Convertible Bonds will be via the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) of the Convertible Bonds effected through SGX-ST and/or CDP shall be made in accordance with the "*Terms and Conditions for Operation of Securities Account with The Central Depository (Pte) Limited*", as the same may be amended from time to time, copies of which are available from CDP.
- 7.4 The Convertible Bonds will, upon issue, initially be represented by a global certificate registered in the name of, and deposited with, CDP. Except in the limited circumstances described in the provisions of the global certificate, owners of interests in the Convertible Bonds represented by the global certificate will not be entitled to receive definitive certificates in respect of their individual holdings of Convertible Bonds.

- 7.5 **Entitled Scripholders and their renounees who wish to accept their Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds must open Securities Accounts with CDP in their own names if they do not already maintain Securities Accounts, so that the Convertible Bonds can be credited by CDP to their Securities Accounts. Entitled Scripholders and their renounees who wish to accept the Nil-Paid Rights and (if applicable) apply for Excess Convertible Bonds must provide their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in their PALs. Entitled Scripholders or their renounees who fail to provide their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) in the forms comprised in their PALs or who have given incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or whose Securities Account numbers provided are not otherwise accepted by CDP for the credit of the Convertible Bonds that may be allotted to them or whose particulars as provided in the forms comprised in the PALs differ from those particulars given to CDP for the opening of their Securities Accounts or whose particulars as provided in the forms comprised in the PALs differ from those particulars currently maintained with CDP are liable to have their acceptances of their Nil-Paid Rights and (if applicable) applications for Excess Convertible Bonds rejected.**
- 7.6 If an Entitled Scripholder's address stated in the PAL is different from his address registered with CDP, he must inform CDP of his updated address immediately, failing which the notification letter on successful allotment and other correspondence will be sent to his address last registered with CDP.
- 7.7 **THE FULL AMOUNT PAYABLE FOR THE RELEVANT NUMBER OF CONVERTIBLE BONDS ACCEPTED/APPLIED FOR WILL BE ROUNDED UP TO THE NEAREST WHOLE CENT, IF APPLICABLE.**
- 7.8 **THE LAST TIME AND DATE FOR ACCEPTANCES, EXCESS APPLICATIONS AND PAYMENT FOR THE CONVERTIBLE BONDS IS 5.00 P.M. ON 29 JULY 2020 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY).**
- 7.9 **Personal Data Privacy**

By completing and delivering the PAL, an Entitled Scripholder or a renounee (i) consents to the collection, use and disclosure of his personal data by the Company, the Share Registrar, CDP, the Participating Banks, the Sole Manager and SGX-ST (in this paragraph, the "**Relevant Persons**") for the purpose of facilitating his application for the Convertible Bonds, and in order for the Relevant Persons to comply with any applicable laws, listing rules regulations and/or guidelines, (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable law, and (iii) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

**APPENDIX E – AUDITED CONSOLIDATED INCOME STATEMENT OF
THE GROUP FOR FY2017, FY2018 AND FY2019**

	FY2017	FY2018	FY2019
	(Audited)¹ S\$'000	(Audited) S\$'000	(Audited) S\$'000
Revenue	317,511	329,046	346,954
Other income	50,928	43,168	5,827
	<u>368,439</u>	<u>372,214</u>	<u>352,781</u>
Costs and expenses			
Costs of operating supplies	(25,338)	(25,056)	(23,970)
Cost of properties sold	(28,888)	(46,470)	(64,052)
Salaries and related expenses	(101,387)	(89,455)	(83,035)
Administrative expenses	(60,097)	(46,720)	(45,118)
Sales and marketing expenses	(16,208)	(19,779)	(15,897)
Other operating expenses	(60,477)	(63,728)	(60,537)
Impairment (losses)/gains on financial assets	(1,375)	2,127	(3,944)
	<u>(293,770)</u>	<u>(289,081)</u>	<u>(296,553)</u>
Profit before interests, taxes, depreciation and amortisation	74,669	83,133	56,228
Depreciation of property, plant and equipment and right-of-use assets	(22,515)	(20,104)	(22,945)
Amortisation expense	(2,599)	(2,262)	(764)
Profit from operations and other gains	49,555	60,767	32,519
Finance income	2,571	2,769	7,720
Finance costs	(28,181)	(49,091)	(26,762)
Share of results of associates	346	11,403	479
Share of results of joint ventures	(1,632)	(879)	–
Profit before taxation	22,659	24,969	13,956
Income tax expense	(7,802)	(10,576)	(11,427)
Profit after taxation	<u>14,857</u>	<u>14,393</u>	<u>2,529</u>
Attributable to:			
Owners of the Company	12,929	13,471	651
Non-controlling interests	1,928	922	1,878
	<u>14,857</u>	<u>14,393</u>	<u>2,529</u>

¹ The Group's comparative balance sheet as at 31 December 2017 has been restated to include the impact arising from first-time adoption of Singapore Financial Reporting Standards (International) for FY2018, which includes the application of new accounting standards that are effective for annual financial periods beginning on or after 1 January 2018.

**APPENDIX F – AUDITED CONSOLIDATED BALANCE SHEET OF
THE GROUP AS AT 31 DECEMBER 2019**

	As at 31 December 2019
	(Audited) S\$'000
Non-current assets	
Property, plant and equipment	699,126
Right-of-use assets	19,559
Investment properties	63,504
Intangible assets	35,239
Land use rights	2,559
Subsidiaries	–
Associates	161,236
Long-term investments	100,697
Deferred tax assets	23,369
Prepaid island rental	19,020
Prepayments	385
Long-term receivables	50,288
Other receivables	5,599
	1,180,581
Current assets	
Property development costs	318,187
Inventories	5,967
Prepayments and other non-financial assets	17,855
Trade receivables	40,305
Other receivables	16,247
Contract assets	2,638
Amounts due from subsidiaries	–
Amounts due from associates	4,631
Amounts due from related parties	26,656
Cash and short-term deposits	130,802
	563,288
Total assets	1,743,869

	As at 31 December 2019
	(Audited) S\$'000
Current liabilities	
Tax payable	10,400
Other non-financial liabilities	15,593
Interest-bearing loans and borrowings	177,966
Notes payable	99,926
Trade payable	31,120
Other payable	120,401
Contract liabilities	55,034
Lease liabilities	1,428
Amounts due to subsidiaries	—
Amounts due to associates	17,899
Amount due to related parties	2,657
	532,424
Net current assets	30,864
Non-current liabilities	
Deferred tax liabilities	136,080
Defined and other long-term employee benefits	4,236
Deposits received	2,108
Other non-financial liabilities	3,696
Interest-bearing loans and borrowings	281,660
Notes payable	—
Other payable	2,810
Lease liabilities	33,442
Amounts due to subsidiaries	—
	464,032
Total liabilities	996,456
Net assets	747,413
Equity attributable to owners of the Company	
Share capital	241,520
Treasury shares	(900)
Reserves	433,615
	674,235
Non-controlling interests	73,178
Total equity	747,413

**APPENDIX G – AUDITED CONSOLIDATED CASH FLOW STATEMENTS OF
THE GROUP FOR FY2018 AND FY2019**

	FY2018	FY2019
	(Audited)	(Audited)
	S\$'000	S\$'000
Cash flows from operating activities		
Profit before taxation	24,969	13,956
Adjustments for:		
Share of results of associates	(11,403)	(479)
Share of results of joint ventures	879	–
Depreciation of property, plant and equipment and right-of-use assets	20,104	22,945
Loss on disposal of property, plant and equipment, net	294	154
Write-off of property, plant and equipment	18	882
Write-off of investment property	–	415
Impairment loss on property, plant and equipment	–	5,811
Impairment loss on intangible assets	284	–
Finance income	(2,769)	(7,720)
Finance costs	49,091	26,762
Amortisation expense	2,262	764
Impairment (gain)/losses on financial assets	(2,127)	3,944
Allowance for inventory obsolescence	92	46
Defined and other long-term employee benefits expense	520	785
Share-based payment expenses	337	245
Gain on disposal of subsidiaries	(12,459)	–
Gain on disposal of joint venture	(25,155)	–
Fair value gain on derivatives	(368)	–
Net fair value gain on investment properties	(2,118)	(3,736)
Currency realignment	(2,362)	115
	15,120	50,933
Operating profit before working capital changes	40,089	64,889
Decrease in inventories	384	549
Increase in property development costs	(3,463)	(21,987)
Increase in trade and other receivable and contract assets	(3,608)	(20,546)
Decrease in amounts due from related parties	12,007	3,116
Increase in trade and other payables, and contract liabilities	11,734	3,608
	17,054	(35,260)
Cash flows generated from operating activities	57,143	29,629
Interest received	2,453	3,908
Interest paid	(32,093)	(24,037)
Tax paid	(7,311)	(8,644)
Payment of employee benefits	(537)	(262)
Payment of cash-settled share grants	(52)	(82)
Payment of lease rental	(1,302)	–
Net cash flows generated from operating activities	18,301	512

	FY2018	FY2019
	(Audited)	(Audited)
	S\$'000	S\$'000
Cash flows from investing activities		
Purchase of property, plant and equipment	(27,543)	(47,863)
Proceeds from disposal of property, plant and equipment	317	579
Additions to land use rights	–	(120)
Increase in investment in associates	(18,800)	(123)
Increase in long-term investments	–	(81)
Acquisition of non-controlling interest	(57,488)	–
Dividend income from an associate	1,183	1,220
Purchase on investment properties	(728)	(3,680)
Proceeds from disposal of subsidiaries, net of cash disposed	87,062	–
Proceeds from disposal of joint venture	78,607	–
Additions to intangible assets	–	(657)
Net cash flows generated from/(used in) investing activities	62,610	(50,725)
Cash flows from financial activities		
Proceeds from bank loans	225,108	265,124
Repayments of bank loans	(129,308)	(143,113)
Repayments of notes payable	(120,000)	(125,000)
Payment of principal portion of lease liabilities	–	(2,698)
Payment of dividends		
– by subsidiaries to non-controlling interests	(363)	(12,498)
– by subsidiaries to loan stockholders	(213)	(224)
– by Company to shareholders	(8,404)	(8,818)
Purchase of treasury shares	(1,147)	–
Net cash flows used in financing activities	(34,327)	(27,227)
Net increase/(decrease) in cash and cash equivalents	46,584	(77,440)
Net foreign exchange difference	609	2,061
Cash and cash equivalents at beginning of the financial year	158,988	206,181
Cash and cash equivalents at end of the financial year	206,181	130,802

This Offer Information Statement is dated this 9th day of July 2020

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Offer Information Statement and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Offer Information Statement constitutes full and true disclosure of all material facts about the Rights Issue, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Offer Information Statement misleading. Where information in this Offer Information Statement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Offer Information Statement in its proper form and context.

For and on behalf of **BANYAN TREE HOLDINGS LIMITED**

Ho KwonPing
Executive Chairman

Chia Chee Ming Timothy
Lead Independent Director

Fang Ai Lian
Independent Director

Chan Heng Wing
Independent Director

Tham Kui Seng
Independent Director

Karen Tay Koh
Independent Director

Beh Jit Han, Paul
Independent Director

Zhang Xu
Non-Executive and Non-Independent
Director

Gaurav Bhushan
Non-Executive and Non-Independent
Director

Ho Ren Hua
Non-Executive and Non-Independent
Director

Chew Van Hoong Jason
Non-Executive and Non-Independent
Director
(Alternate Director: Mohamed Al-Hashmi)