

CIRCULAR DATED 5 FEBRUARY 2021

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt about the contents of this Circular or the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

Singapore Exchange Securities Trading Limited (the "SGX-ST") assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Circular.

If you have sold or transferred all your shares in the capital of Boustead Projects Limited, you should immediately inform the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee, that this Circular (together with the Notice of Extraordinary General Meeting and the accompanying Proxy Form) may be accessed at the website of Boustead Projects Limited at www.bousteadprojects.com, and is also available on the website of the SGX-ST at www.sgx.com/securities/company-announcements.



BOUSTEAD[®]

Projects

BOUSTEAD PROJECTS LIMITED

(Incorporated in Singapore)

(Company Registration Number: 199603900E)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO

- (I) THE PROPOSED TRANSACTIONS (COMPRISING THE PROPOSED SUBSCRIPTION AND THE PROPOSED DIVESTMENT); AND**
- (II) THE ASSIGNMENT OF THE BP-SF TRANSFERRED LOAN TO THE COMPANY PURSUANT TO THE RELEVANT LOAN TRANSACTION**

IMPORTANT DATES AND TIMES:

Last date and time for lodgment of Proxy Form	:	23 February 2021 at 10.30 a.m.
Date and time of Extraordinary General Meeting	:	25 February 2021 at 10.30 a.m.
Place of Extraordinary General Meeting	:	To be held by electronic means

CONTENTS

HEADINGS	PAGE
Definitions.....	3

LETTER TO SHAREHOLDERS

1. Introduction	14
2. Approval Sought – Resolution 1 and Resolution 2	18
3. Rationale for the Proposed Transactions.....	19
4. Establishment of Boustead Industrial Fund	20
5. Details of the Proposed Transactions and Relevant Loan Transaction.....	25
6. Major Transaction pursuant to Chapter 10 of the Listing Manual	47
7. Financial Effects.....	49
8. Directors' and Substantial Shareholders' Interests.....	50
9. Service Contracts.....	51
10. Directors' Recommendation.....	51
11. Abstention from Voting.....	52
12. Extraordinary General Meeting	52
13. Action to be Taken by Shareholders.....	52
14. Directors' Responsibility Statement	53
15. Consents	53
16. Documents Available for Inspection.....	53

APPENDICES

Appendix A Certain Information on the Initial Industrial Properties.....	A-1
Appendix B Valuation Summaries.....	B-1

NOTICE OF EXTRAORDINARY GENERAL MEETING	N-1
--	------------

PROXY FORM

Except where the context otherwise requires, the following definitions apply throughout this Circular:-

List of Initial Industrial Properties

- “10CNW”** : The property located at 10 Changi North Way, Singapore 498740.
- “10Tukang”** : The property located at 10 Tukang Innovation Drive, Singapore 618302.
- “11SAL”** : The property located at 11 Seletar Aerospace Link, Singapore 797554.
- “12CNW”** : The property located at 12 Changi North Way, Singapore 498791.
- “16CNW”** : The property located at 16 Changi North Way, Singapore 498772.
- “26CNR”** : The property located at 26 Changi North Rise, Singapore 498756.
- “85Tuas”** : The property located at 85 Tuas South Avenue 1, Singapore 637419.
- “Bombardier Aerospace”** : The property known as Bombardier Aerospace, located at 10 Seletar Aerospace Heights, Singapore 797546.
- “Continental Building P1 & P2”** : Phases 1 and 2 of the property known as the Continental Building, located at 80 Boon Keng Road, Singapore 339780.
- “Continental Building P3”** : Phase 3 of the property known as the Continental Building, located at 84 Boon Keng Road, Singapore 339781.
- “Edward Boustead Centre”** : The property known as Edward Boustead Centre, located at 82 Ubi Avenue 4, Singapore 408832.
- “GSK Building”** : The business park property known as GSK Asia House, located at 23 Rochester Park, Singapore 139234, and three conservation bungalows located at 20 to 22 Rochester Park.
- “JCS”** : The property located at 16 Tampines Industrial Crescent, Singapore 528604.

Other Definitions

- “1H2021”** : The six-months financial period ended 30 September 2020.
- “10Tukang SPA”** : The sale and purchase agreement and deed of assignment dated 31 December 2020 entered into between the Company and the Fund Trustee in respect of the sale to the Fund Trustee of a 49.0% interest and 49.0% of the interest-free shareholder loan in BP-TN, as the same may be varied, amended, supplemented or restated from time to time.
- “11SAL SPA”** : The sale and purchase agreement and deed of assignment dated 31 December 2020 entered into between the Company and the Fund Trustee in respect of the sale of the BP-SF Sale Interests, as the same may be varied, amended, supplemented or restated from time to time.
- “ACRA”** : Accounting and Corporate Regulatory Authority.

“Acquisition Agreements”	: Collectively, the Call and Put Option Agreements, the Purchase Conditions, and the Sale and Purchase Agreements.
“Agreed Value”	: The aggregate value of the purchase price of the Remaining Properties and (where any of the Sale and Purchase Agreements has not been rescinded or terminated prior to the exercise of the call or put option granted under the Call and Put Option Agreements) 49.0% of the property value of the SPV Properties as determined based on a valuation report issued by an appointed valuer as at 30 November 2020 or as mutually agreed between the Fund Trustee and the relevant Directly Held Property Vendor. See Section 5.2(d) of this Circular for further details.
“Ancillary Acquisition Agreements”	: Collectively, the Pre-Completion SPAs, the Deed of Rental Guarantee, the Capital Top-Up Deed, the LLPA, the Joint Asset Management Agreement and the Property Management Agreement.
“APSG”	: AP SG 21 Pte. Ltd., a special purpose vehicle for institutional real estate investors.
“APSG Notes”	: The Notes subscribed for by APSG under the Notes Subscription Agreement.
“Asset Manager”	: Each of Boustead Funds Management Pte. Ltd. and the Fund Manager.
“Associate”	<p>: (a) In relation to any Director, chief executive officer, Substantial Shareholder or Controlling Shareholder (being an individual) means:-</p> <p style="margin-left: 40px;">(i) his immediate family;</p> <p style="margin-left: 40px;">(ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and</p> <p style="margin-left: 40px;">(iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30.0% or more.</p> <p>(b) In relation to a Substantial Shareholder or Controlling Shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30.0% or more.</p>
“ASRE”	: Al Sariya Real Estate L.P., a Bermuda limited partnership, is the investment vehicle of a Middle-Eastern sovereign wealth fund, and currently holds a 70.0% interest in BP-Vista, and a 50.0% interest in each of BP-SF Turbo and BP-CA3.
“ASRE Sale Interests”	: ASRE’s 49.0% partnership interest in BP-CA3 and 24.5% partnership interest in BP-SF Turbo.
“Board”	: The Board of Directors of the Company as at the date of this Circular.
“Boustead Industrial Fund”	: A private business trust constituted in the Republic of Singapore pursuant to a trust deed dated 27 November 2020.

“BP-BBD”	: BP-BBD Pte. Ltd., a wholly-owned subsidiary of the Company.
“BP-CA”	: BP-CA Pte. Ltd., a wholly-owned subsidiary of the Company.
“BP-CA3”	: BP-CA3 LLP, a limited liability partnership constituted under the laws of Singapore which the Company has 50% interests in.
“BP-CA3 Assignment Prohibition Period”	: The assignment prohibition period in respect of Continental Building P3 which is due to expire approximately four years after the Proposed Initial Subscription.
“BP-CA3 Pre-Completion Sale Interests”	: ASRE’s 49.0% partnership interest and 49.0% of the interest-free partner’s loan in BP-CA3.
“BP-CA3 Pre-Completion Transfer”	: The transfer of the BP-CA3 Pre-Completion Sale Interests by ASRE to BP-CA prior to completion of the 11SAL SPA and Continental Building P3 SPA.
“BP-CA3 Sale Interests”	: BP-CA’s 49.0% partnership interest and 49.0% of the interest-free partner’s loan in BP-CA3, following the BP-CA3 Pre-Completion Transfer.
“BP-CA3 Subsequent Acquisition”	: The acquisition of the remaining 51.0% partnership interest in BP-CA3 or the Industrial Property held thereunder following the expiry of the BP-CA3 Assignment Prohibition Period.
“BP-CA3 Transferred Loan”	The assignment by ASRE to BP-CA of 49.0% of the outstanding interest-free partner’s loan given to BP-CA3, as referred to in Section 5.2(e) of this Circular.
“BP-JCS”	: BP-JCS Pte. Ltd., a wholly-owned subsidiary of the Company.
“BP-RE”	: BP-Real Estate Investment Pte. Ltd., a wholly-owned subsidiary of the Company.
“BP-SFN”	: BP-SFN Pte. Ltd., a wholly-owned subsidiary of the Company.
“BP-Tuas1”	: BP-Tuas 1 Pte. Ltd., a wholly-owned subsidiary of the Company.
“BP-SF Pre-Completion Sale Interests”	: ASRE’s 24.5% partnership interest and 24.5% of the interest-free partner’s loan in BP-SF Turbo.
“BP-SF Sale Interests”	: The Company’s 49.0% partnership interest and 49.0% of the interest-free partner’s loan in BP-SF Turbo, following the BP-SF Turbo Pre-Completion Transfer.
“BP-SF Transferred Loan”	: 24.5% of the current outstanding interest-free partner’s loan given to BP-SF Turbo, being an amount of S\$0.8 million, which will be assigned by ASRE to the Company, as referred to in Section 5.2(e) of this Circular.
“BP-SF Turbo”	: BP-SF Turbo LLP, a limited liability partnership constituted under the laws of Singapore which the Company has 50.0% interests in.
“BP-SF Turbo Pre-Completion Transfer”	: The transfer of the BP-SF Pre-Completion Sale Interests by ASRE to the Company prior to completion of the 11SAL and Continental Building P3 SPA.

“BP-TN”	: BP-TN Pte. Ltd., an indirectly and wholly-owned subsidiary of the Company.
“BP-TN Shareholders”	: The shareholders of BP-TN following the acquisition of 49.0% of the shareholding interest in BP-TN by the Fund Trustee, namely the Company and the Fund Trustee.
“BP-TN Shareholders’ Agreement”	: The shareholders’ agreement to be entered into between the Company and the Fund Trustee to regulate the relationship between the BP-TN Shareholders, as the same may be varied, amended, supplemented or restated from time to time, upon completion of the Sale and Purchase Agreements.
“BP-Ubi Ind”	: BP-Ubi Industrial Pte. Ltd., a company wholly-owned by BP-Ubi Development Pte. Ltd., which is a joint venture company which is 50.0% held by the Company.
“BP-Vista”	: BP-Vista LLP, a limited liability partnership constituted under the laws of Singapore which the Company has 30.0% interest in.
“Business Day”	: A day other than a Saturday, Sunday or a public holiday in Singapore.
“Call and Put Option Agreements”	: The call and put option agreements in respect of the acquisition of the Directly Held Properties entered into between the Fund Trustee and each of the Directly Held Property Vendors, as the same may be varied, amended, supplemented or restated from time to time.
“CDP”	: The Central Depository (Pte) Limited.
“Circular”	: This circular to Shareholders dated 5 February 2021.
“CN-Log”	: CN Logistics Pte. Ltd., a wholly-owned subsidiary of the Company
“Companies Act”	: Companies Act, Chapter 50 of Singapore, as amended or modified from time to time.
“Company”	: Boustead Projects Limited.
“Constitution”	: The constitution of the Company currently in force.
“Committee Members”	: A member of the IAC.
“Continental Building P3 SPA”	: The sale and purchase agreement and deed of assignment dated 31 December 2020 entered into between the BP-CA and the Fund Trustee in respect of the sale of the BP-CA3 Sale Interests, as the same may be varied, amended, supplemented or restated from time to time.
“control”	: The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company.
“Controlling Shareholder”	: A person who (a) holds directly or indirectly 15% or more of the total number of issued Shares (excluding treasury shares and subsidiary holdings) in the Company (unless the SGX-ST determines that such a person is not a controlling shareholder of the Company); or (b) in fact exercises control over the Company, as defined under the Listing Manual.

“Deadlock Matter”	: Any deadlock matters which may arise among the LLP Partners pursuant to the LLPA. See Section 5.2(e) of this Circular for further details.
“Deed of Rental Guarantee”	: The deed of rental guarantee dated 31 December 2020 executed by the Company in favour of the Fund Trustee to guarantee the Fund Trustee the receipt of the Guaranteed Rent Amount, as the same may be varied, amended, supplemented or restated from time to time.
“Default Tax Rate”	: The prevailing corporate tax for each year of assessment of a Singapore-incorporated company.
“Development Projects”	: Development projects relating to logistics, business park and/or industrial properties.
“Directors”	: The directors of the Company as at the date of this Circular.
“Directly Held Properties”	: Edward Boustead Centre, GSK Building, Bombardier Aerospace, 10CNW, 12CNW, 16CNW, 26CNR, JCS, 85Tuas and Continental Building P1 & P2.
“Directly Held Property Vendors”	: The vendors for each of the Directly Held Properties, namely BP-Ubi Ind, BP-Vista, BP-BBD, CN Log, BP-SFN, BP-JCS, BP-Tuas1 and BP-CA.
“EGM”	: Extraordinary General Meeting.
“EPS”	: Earnings per Share.
“Expected Price”	: ASRE’s expected return on its initial investment in BP-CA3 and BP-SF Turbo. See Section 5.2(e) for further details.
“Facilities Agreement”	: The facilities agreement dated 31 December 2020 entered into among DBS Bank Ltd., United Overseas Bank Limited, the Company and the Fund Trustee to make available to the Fund Trustee banking facilities of up to the aggregate principal amount of S\$298.0 million, as the same may be varied, amended, supplemented or restated from time to time.
“FY”	: Financial year ended 31 March.
“Fund Establishment Documents”	: Collectively, the Trust Deed and the Sponsor ROFR.
“Fund Investors”	: Investors who fall within restricted classes of institutional and sophisticated investors in any jurisdiction and who invested in Boustead Industrial Fund in compliance with all applicable laws and regulations, which will not result in any registration, filing or reporting requirement on Boustead Industrial Fund, the Fund Manager or the Fund Trustee.
“Fund Manager”	: Boustead Industrial Fund Management Pte. Ltd., in its capacity as manager of Boustead Industrial Fund.
“Fund Subscription”	: The issue of up to 75,499,999 Units at an issue price of S\$1.00, and up to S\$236,000,000 in aggregate principal amount of 7.0 per cent Notes due 2031, to restricted classes of institutional and sophisticated investors, by Boustead Industrial Fund.

“Fund Subscription Agreement”	: The fund subscription agreement dated 31 December 2020 entered into between the Company and the Fund Manager, as the same may be varied, amended, supplemented or restated from time to time.
“Fund Trustee”	: Perpetual (Asia) Limited, in its capacity as trustee of Boustead Industrial Fund.
“Group”	: The Company and its subsidiaries, joint ventures and associated companies.
“Guarantee Period”	: 12 months following the completion date of the Call and Put Option Agreements, the Purchase Conditions and the 10Tukang SPA.
“Guaranteed Rent Amount”	: The Sponsor’s guarantee of a monthly rental income amount of not less than an agreed amount pursuant to the Deed of Rental Guarantee. See Section 5.2(e) of this Circular for further details.
“IAC”	: The Investment Advisory Committee established in respect of Boustead Industrial Fund pursuant to the Trust Deed.
“immediate family”	: In relation to a person, means the person’s spouse, child, adopted child, step-child, sibling and parent.
“Initial Fund Investors”	: The initial Fund Investors of Boustead Industrial Fund who have entered into binding agreements to subscribe for Units and Notes of Boustead Industrial Fund, being the Company (through BP-RE), APSG and Metrobilt.
“Initial Industrial Properties”	: Collectively, 10CNW, 10Tukang, 11SAL, 12CNW, 16CNW, 26CNR, 85Tuas, Bombardier Aerospace, Continental Building P1 & P2, Continental Building P3, Edward Boustead Centre, GSK Building and JCS.
“Industrial Properties”	: Logistics, business parks and industrial properties.
“Interest in Edward Boustead Centre”	: The Company’s 50% interest in Edward Boustead Centre indirectly held through the Company’s shareholding in BP-Ubi Ind.
“Interest in GSK Building”	: The Company’s 30% interest in GSK Building indirectly held through the Company’s partnership interests in BP-Vista.
“ITA”	: Income Tax Act, Chapter 134 of Singapore, as amended or modified from time to time.
“Joint Asset Management Agreement”	: The joint asset management agreement dated to be entered into among the SPVs, the Fund Manager and Boustead Funds Management Pte. Ltd., as the same may be varied, amended, supplemented or restated from time to time, as referred to in Section 5.2(e) of this Circular, upon completion of the Sale and Purchase Agreements.
“Latest Practicable Date”	: 29 January 2021, being the latest practicable date prior to the date of this Circular.
“Lead Manager”	: United Overseas Bank Limited, as lead manager in respect of the issue of the Notes.
“Listing Manual”	: The listing manual of the SGX-ST, as amended, modified or supplemented from time to time.

“Listing Rules”	: The listing rules of the SGX-ST as set out in the Listing Manual.
“LLPA”	: Each of the limited liability partnership agreements to be entered into among the LLP Partners with each of BP-SF Turbo and BP-CA3 to regulate the relationship among the LLP Partners, as the same may be varied, amended, supplemented or restated from time to time, upon completion of the Sale and Purchase Agreements.
“LLP Partners”	: (i) (In respect of BP-SF Turbo) The Company, ASRE and the Fund Trustee; and (ii) (In respect of BP-CA3) BP-CA, ASRE and the Fund Trustee.
“Make-Whole Amount”	: Such amounts in Singapore dollars equal to the income tax paid or payable by APSG on the net interest income at the Default Tax Rate. See Section 4(g) of this Circular for further details.
“Market Day”	: A day on which the SGX-ST is open for trading in securities.
“MAS”	: The Monetary Authority of Singapore
“Metrobilt”	: Metrobilt Construction Pte Ltd., an indirect wholly-owned subsidiary of Metro Holdings Limited, a company listed on the Main Board of the SGX-ST
“Monthly Shortfall Amount”	: The shortfall amount between the monthly rental or any part thereof (if any) received by the Fund Trustee and the Guaranteed Rent Amount.
“MTU”	: MTU Asia Pte. Ltd., the sole tenant of 10Tukang.
“NAV”	: Net asset value.
“Notice of EGM”	: The notice of EGM as set out on pages N-1 to N-4 of this Circular.
“Notes”	: Up to S\$236,000,000 in aggregate principal amount of 7.0 per cent. notes due 2031 to be issued by the Fund Trustee, and any additional notes which may be issued from time to time pursuant to re-tap issuances ¹ under the terms of the Notes Trust Deed.
“Notes Subscription Agreement”	: The notes subscription agreement, as the same may be varied, amended, supplemented or restated from time to time referred to in Section 5.2(b) of this Circular.
“Notes Trust Deed”	: The trust deed constituting the Notes to be entered into between the Fund Trustee (in its capacity as trustee of Boustead Industrial Fund and issuer of the Notes) and Intertrust (Singapore) Ltd. (as trustee for the Noteholders), as the same may be varied, amended, supplemented or restated from time to time, prior to the issuance of the Notes.
“Noteholder”	: A holder of Notes.
“NTA”	: Net tangible assets.

¹ A re-tap issuance is intended to indicate a subsequent issue of a tranche of the Notes with principally the same terms as, and shall be consolidated and form a single series with, the existing Notes.

“Occupation Agreements”	: The tenancy agreements, as the same may be varied, amended, supplemented or restated from time to time, referred to in Section 5.2(e) of this Circular.
“Opt Out”	: When the Fund Trustee has not exercised (or is deemed not to have exercised) the right of first refusal granted under the Sponsor ROFR. See Section 4(e) of this Circular for further details.
“Option Deposit”	: 0.5% of the aggregate purchase price of the Directly Held Properties, pursuant to the Call and Put Option Agreements.
“Option Interests”	: BP-CA’s and ASRE’s ownership interest in BP-CA3 to be sold to the Fund Trustee upon the exercise of the put or call option (as the case may be) granted to the Fund Trustee and each of BP-CA and ASRE pursuant to the LLPA entered into in respect of BP-CA3.
“Option Purchase Price”	: The purchase consideration for the Option Interests.
“Principal Businesses”	: The Group’s principal business as set out in Section 1.1 of this Circular.
“Pre-Completion SPAs”	: The sale and purchase agreements entered into by ASRE with each of BP-CA and the Company for ASRE to transfer the BP-CA3 Pre-Completion Sale Interests and the BP-SF Pre-Completion Sale Interests respectively to BP-CA and the Company, as the same may be varied, amended, supplemented or restated from time to time.
“Pre-Completion Transfers”	: Collectively, the BP-SF Turbo Pre-Completion Transfer and the BP-CA3 Pre-Completion Transfer.
“Property Management Agreement”	: The property management agreement, as the same may be varied, amended, supplemented or restated from time to time, referred to in Section 5.2(e) of this Circular.
“Proposed BP-CA3 Subscription”	: The subscription for additional Units and Notes, up to an amount equivalent to S\$8.7 million, in connection with the BP-CA3 Subsequent Acquisition.
“Proposed Divestment”	: The sale of the Directly Held Properties and the Company’s interests in the SPVs to Boustead Industrial Fund in connection with the establishment of Boustead Industrial Fund.
“Proposed Initial Subscription”	: The initial subscription of (i) new Units in Boustead Industrial Fund for the Company to hold a 25.0% interest in Units in Boustead Industrial Fund, and (ii) up to S\$59,000,000 in aggregate principal amount of 7.0 per cent. Notes due 2031 issued by Perpetual (Asia) Limited (in its capacity as trustee of Boustead Industrial Fund), representing 25.0% of the aggregate principal amount of Notes issued.
“Proposed Offer”	: Any proposed offer to either (i) dispose of any interest in any Relevant Asset which is owned by a Relevant Entity upon the Sponsor receiving or a Relevant Entity receiving a third party’s offer for such disposal and provided that the Sponsor wishes to accept such third party’s offer, or (ii) acquire any interest in any Relevant Asset which is not owned by any Relevant Entity. See Section 4(e) of this Circular for further details.

“Proposed Subscription”	: Collectively, the Proposed Initial Subscription and the Proposed BP-CA3 Subscription.
“Proposed Transactions”	: Collectively, the Proposed Subscription and the Proposed Divestment.
“Proxy Form”	: The proxy form in respect of the EGM as set out in this Circular.
“Purchase Conditions”	: The agreement dated 31 December 2020 entered into between each of the Directly Held Property Vendors and the Trustee containing additional conditions relating to the sale and purchase of the Directly Held Properties, upon the exercise of the call option or the put option (as the case may be) in accordance with the Call and Put Option Agreements, as the same may be varied, amended, supplemented or restated from time to time.
“Purchase Price”	: The aggregate purchase price of the Directly Held Properties.
“Register of Members”	: Register of members of the Company.
“Relevant Asset”	: Any Industrial Property which satisfy the investment criteria of Boustead Industrial Fund.
“Relevant Entity”	: The Sponsor or any of its existing or future subsidiaries (whether a corporation, partnership, trust, or entity in which the Sponsor holds any direct or indirect interest), but does not include any corporation, partnership, trust, or entity listed on any stock exchange which becomes a subsidiary of the Sponsor after the date of the Sponsor ROFR, or any existing or future private funds managed by the Sponsor or its existing or future subsidiaries (whether a corporation, partnership, trust or entity in which the Sponsor holds any direct or indirect interest), but does not include Boustead Industrial Fund and any private funds managed by a corporation, partnership, trust or entity which becomes a subsidiary of the Sponsor after the date of the Sponsor ROFR. See Section 4(e) of this Circular for further details.
“Relevant Loan Transaction”	: The assignment of the BP-SF Transferred Loan (being an amount of S\$0.8 million) by ASRE to the Company, as the same may be varied, amended, supplemented or restated from time to time, as referred to in Section 5.3 of this Circular.
“Relevant Properties”	: The properties receiving the Guaranteed Rent Amount pursuant to the Deed of Rental Guarantee, namely Bombardier Aerospace, 10CNW, 12CNW, 16CNW, 26CNR, JCS, Continental Building P1 & P2, 85Tuas and 10Tukang.
“Remaining Call and Put Option Agreements”	: The call and put option agreements, as the same may be varied, amended, supplemented or restated from time to time, referred to in Section 5.2(d) of this Circular.
“Remaining Properties”	: The Directly Held Properties under the Remaining Call and Put Option, as referred to in Section 5.2(d) of this Circular.
“Restricted Transactions”	: Any loan, credit transaction, guarantee or security with a company or limited liability partnership in which a director or directors is or together are interested in 20.0% or more of the total voting power in the other company or limited liability partnership, as prescribed under Section 163 of the Companies Act. See Section 1.5 of this Circular for further details.

“ROFR Period”	: The effective period of the Sponsor ROFR, being the period when the Sponsor and/or its related companies, alone or in aggregate, directly or indirectly holds at least 50.0% of the issued share capital of the Fund Manager, and the Fund Manager remains the manager of Boustead Industrial Fund. See Section 4(e) of this Circular for further details.
“Sale and Purchase Agreements”	: Collectively, the 10Tukang SPA, the 11SAL SPA and the Continental Building P3 SPA.
“Senior Officers”	: (i) (in respect of BP-SF Turbo) The most senior member of management of the Company, ASRE and the Fund Trustee; and (ii) (in respect of BP-CA 3) The most senior member of management of BP-CA and the Fund Trustee.
“SFA”	: Securities and Futures Act, Chapter 289 of Singapore, as amended or modified from time to time.
“SGX-ST”	: Singapore Exchange Securities Trading Limited.
“Shareholders”	: Registered holders for the time being of the Shares (other than CDP), or in the case of Depositors, Depositors who have Shares entered against their name in the Depository Register.
“Shares”	: Ordinary shares in the share capital of the Company.
“Sponsor”	: The Company, as sponsor of Boustead Industrial Fund.
“Sponsor ROFR”	: The right of first refusal to be granted by the Sponsor to Boustead Industrial Fund, as the same may be varied, amended, supplemented or restated from time to time.
“Sponsor QDS Deed of Payment”	: The deed of payment dated 31 December 2020 entered into between the Sponsor and APSG in connection with the qualifying debt securities status of the APSG Notes, as the same may be varied, amended, supplemented or restated from time to time, as described in Section 4(g) of this Circular.
“SPVs”	: BP-TN, BP-SF Turbo and BP-CA3 collectively, and each an “SPV” .
“SPV Properties”	: 10Tukang, 11SAL and Continental Building P3.
“Subscription Agreements”	: Collectively, the Fund Subscription Agreement and the Notes Subscription Agreement.
“subsidiary”	: A corporation which is deemed to be a subsidiary of another corporation within the meaning of Section 5 of the Companies Act.
“subsidiary holdings”	: Shares held by subsidiaries of the Company in accordance with the Companies Act.
“Substantial Shareholder”	: A person (including a corporation) who has an interest in not less than five per cent. of the issued voting shares of the Company.
“S\$” and “cents”	: Singapore dollars and cents, respectively.

- “Transferred Loans”** : The assignment to BP-CA and the Company of 49.0% and 24.5% of the outstanding interest-free partner’s loans given to BP-CA3 and BP-SF Turbo respectively.
- “Trust Deed”** : The trust deed dated 27 November 2020 governed by Singapore law constituting Boustead Industrial Fund, as may be varied, amended, supplemented or restated from time to time.
- “Unit”** : An undivided interest in Boustead Industrial Fund.
- “Unitholder”** : A holder of Units in Boustead Industrial Fund.
- “Valuation Summaries”** : The valuation summaries of the Initial Industrial properties issued by CBRE Pte. Ltd. and TEHO Property Consultants Pte. Ltd. as set out in Appendix B to this Circular.
- “%” or “per cent.”** : Percentage or per centum.

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

Words importing the singular shall, where applicable, include the plural and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*.

References to persons shall, where applicable, include corporations.

The headings in this Circular are inserted for convenience only and shall be ignored in construing this Circular.

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act or any statutory modification thereof and used in this Circular shall have the meaning assigned to it under the Companies Act or any statutory modification thereof, as the case may be. Any term defined in the Listing Manual or any statutory modification thereof and used in this Circular shall, where applicable, have the meaning assigned to it under the Listing Manual or any statutory modification thereof, unless otherwise provided.

Any reference to a time of day in this Circular shall be a reference to Singapore time unless otherwise stated.

Any discrepancies in the tables included in this Circular between the listed amounts and the totals are due to rounding; accordingly, figures shown as totals in certain tables may not be an aggregation of the figures that precede them.

LETTER TO SHAREHOLDERS

BOUSTEAD PROJECTS LIMITED

(Incorporated in Singapore)
(Company Registration Number 199603900E)

Directors:

Mr John Lim Kok Min (*Chairman & Independent Non-Executive Director*)
Mr Wong Yu Wei (Huang Youwei) (*Deputy Chairman & Executive Director*)
Mr Chu Kok Hong @ Choo Kok Hong (*Managing Director & Executive Director*)
Mr Chong Lit Cheong (*Independent Non-Executive Director*)
Professor Yong Kwet Yew (*Independent Non-Executive Director*)
Mr Tam Chee Chong (*Independent Non-Executive Director*)

Registered Office:

82 Ubi Avenue 4, #07-01
Edward Boustead Centre
Singapore 408832

5 February 2021

To: The Shareholders of Boustead Projects Limited

Dear Sir/Madam,

- (I) **THE PROPOSED TRANSACTIONS (COMPRISING THE PROPOSED SUBSCRIPTION AND THE PROPOSED DIVESTMENT); AND**
- (II) **THE ASSIGNMENT OF THE BP-SF TRANSFERRED LOAN TO THE COMPANY PURSUANT TO THE RELEVANT LOAN TRANSACTION**

1. INTRODUCTION

1.1 Established in 1996 and listed on the Main Board of the SGX-ST on 30 April 2015, the Company is a leading real estate solutions provider in Singapore, with core engineering expertise in the design-and-build and development of smart eco-sustainable business park and industrial developments for clients including Forbes Fortune 500, S&P 500 and Euronext 100 corporations. The Group's principal business (the "**Principal Businesses**") can be categorised into three main segments, namely:

- (a) design-and-build or turnkey development of industrial properties comprising build-to-suit projects developed and customised based on the Company's customers' needs;
- (b) development and management of industrial properties for lease or sale; and
- (c) joint ventures and partnerships to develop and invest in industrial and other real estate projects, which includes the fund management business undertaken through the Company's wholly-owned subsidiary, Boustead Funds Management Pte. Ltd., and the Company's 50.0% interest in Echo Base-BP Capital Pte. Ltd.

1.2 Establishment of Boustead Industrial Fund

The Company announced on 31 December 2020 that it had established a private business trust ("**Boustead Industrial Fund**") in Singapore with an investment mandate to invest in, administer and manage certain investments in logistics, business parks and industrial properties. The fund manager of Boustead Industrial Fund is the Company's wholly-owned subsidiary, Boustead Industrial Fund Management Pte. Ltd. (the "**Fund Manager**"), the trustee of Boustead Industrial Fund is Perpetual (Asia) Limited (the "**Fund Trustee**") and the sponsor of Boustead Industrial Fund is the Company (the "**Sponsor**"). Boustead Industrial Fund was constituted pursuant to a trust deed dated 27 November 2020 entered into between the Fund Manager and the Fund Trustee. Upon constitution of Boustead Industrial Fund, one Unit was issued to the Company

LETTER TO SHAREHOLDERS

at an issue price of S\$1.00. See Section 4(a) of this Circular for details of Boustead Industrial Fund and the roles of the Fund Manager and Fund Trustee.

In connection with the establishment of Boustead Industrial Fund, the Company proposes to sell (i) 11 industrial properties in Singapore and (ii) its 49.0% interest in three property holding entities (namely BP-TN Pte. Ltd. (“**BP-TN**”), BP-SF Turbo LLP (“**BP-SF Turbo**”) and BP-CA3 LLP (“**BP-CA3**”))² each holding an industrial property in Singapore, to Boustead Industrial Fund (the “**Proposed Divestment**”). Together, the 14 industrial properties will form the initial portfolio of Boustead Industrial Fund.

In order to fund the above acquisition, Boustead Industrial Fund will issue up to 75,499,999 Units at an issue price of S\$1.00, and up to S\$236,000,000 in aggregate principal amount of 7.0 per cent notes due 2031 (the “**Notes**”), to restricted classes of institutional and sophisticated investors (the “**Fund Subscription**”). The proceeds generated from the Fund Subscription will go towards the payment of costs incurred (including acquisition fees and transaction costs) in connection with (i) the Proposed Divestment, and (ii) the establishment of Boustead Industrial Fund.

In connection with the Fund Subscription, the Company proposes to subscribe for up to 23,294,999 Units in Boustead Industrial Fund at an issue price of S\$1.00 per Unit, and (ii) up to S\$59,000,000 in principal amount of 7.0 per cent Notes due 2031 (the “**Proposed Subscription**”, and together with the Proposed Divestment, the “**Proposed Transactions**”).

See Section 5 of this Circular for details of the Proposed Transactions.

- 1.3 The Directors are convening the EGM to be held on 25 February 2021 to seek Shareholders’ approval for (1) the Proposed Transactions; and (2) the Relevant Loan Transaction, and the purpose of this Circular is to provide Shareholders with information relating to, and to explain the rationale for, the Proposed Transactions and the implications of the Proposed Transactions for the Company and its Shareholders. As the (i) Proposed Transactions constitute a “major transaction” under Rule 1014 of the Listing Manual, and (ii) the Relevant Loan Transaction fall within the ambit of Section 163 of the Companies Act, approval of Shareholders is required. See Section 5 of this Circular for details on the Proposed Transactions and the Relevant Loan Transaction. This Circular has been prepared solely for the purpose set out herein and may not be relied upon by any persons (other than the Shareholders to whom this Circular is despatched by the Company) or for any other purpose.
- 1.4 **Resolution 1: The Proposed Transactions (comprising the Proposed Subscription and the Proposed Divestment) as a major transaction under Rule 1014 of the Listing Manual**

Proposed Transactions

As the proposed acquisition of Units and Notes by the Company pursuant to the Proposed Subscription, and the divestment of the Initial Industrial Properties by the Company pursuant to the Proposed Divestment exceed 20.0% of the bases of comparison set out in Rule 1006 of the Listing Manual (see Section 6 of this Circular for further details), the Proposed Transactions are classified as a “major transaction” under Rule 1014 of the Listing Manual and would be subject to the approval of Shareholders. A brief overview of the Proposed Transactions (comprising the Proposed Subscription and the Proposed Divestment) is set out below:

(a) The Proposed Subscription

The Company has entered into subscription agreements to subscribe for (i) new Units in Boustead Industrial Fund such that the Company, through its nominee BP-Real Estate Investment Pte. Ltd. (“**BP-RE**”), which is a wholly-owned subsidiary of the

² As at the date of this Circular, the Company holds a 100.0%, 50.0% and 50.0% interest in each of BP-TN, BP-SF Turbo and BP-CA3. The remaining 50.0% interest in each of BP-SF Turbo and BP-CA3 is held by AI Sariya Real Estate L.P. (“**ASRE**”).

LETTER TO SHAREHOLDERS

Company, will hold an initial 25.0%³ interest in Boustead Industrial Fund, and (ii) up to S\$59,000,000 in aggregate principal amount of 7.0 per cent. Notes due 2031 issued by Perpetual (Asia) Limited (in its capacity as trustee of Boustead Industrial Fund), representing 25.0%⁴ of the aggregate principal amount of Notes issued (collectively, the “**Proposed Initial Subscription**”). The completion of the Proposed Initial Subscription is expected to take place after the EGM and will coincide with or be shortly prior to the date on which Boustead Industrial Fund completes the acquisition of the Initial Industrial Properties.

In addition, after the expiry of the assignment prohibition period imposed by JTC Corporation in respect of the land lease for Continental Building P3, which is due to expire approximately four years after the Proposed Initial Subscription (the “**BP-CA3 Assignment Prohibition Period**”)⁵, Boustead Industrial Fund will be required to acquire the remaining 51.0% partnership interests in BP-CA3⁶ or the Industrial Property held thereunder (the “**BP-CA3 Subsequent Acquisition**”). In connection with the BP-CA3 Subsequent Acquisition, it is also agreed that the Company or its nominee shall subscribe for additional Units and Notes, up to an amount equivalent to S\$8.7 million, to fund 51.0% of the estimated purchase price for the BP-CA3 Subsequent Acquisition after expiry of the BP-CA3 Assignment Prohibition Period (the “**Proposed BP-CA3 Subscription**”, and together with the Proposed Initial Subscription, the “**Proposed Subscription**”). The subscription amount of S\$8.7 million has been determined based on the Company’s estimated valuation of the equity interest of BP-CA3 at the time when the BP-CA3 Subsequent Acquisition will take place, which is expected to be four years after the Proposed Initial Subscription, taking into consideration, among others, the current independent valuation of Continental Building (Phase 3) as at 30 November 2020 and the estimated transaction costs in connection with the BP-CA3 Subsequent Acquisition.

In connection with the Proposed BP-CA3 Subscription, the Company has also agreed with the Fund Trustee that (i) the additional Notes to be subscribed for by the Company in connection with the Proposed BP-CA3 Subscription shall be issued by way of a re-tap issuance⁷ of the existing Notes on the same terms as the Notes, and (ii) the proportion of Units and the proportion of Notes to be held by the Company shall be the same. It is currently contemplated that the Company will subscribe for up to 51.0%⁸ of the additional Units and Notes to be issued in connection with the Proposed BP-CA3 Subscription, and that AP SG 21 Pte. Ltd. (“**APSG**”), one of the three initial investors of Boustead Industrial Fund together with the Company and Metrobilt Construction Pte

³ The Company may subscribe for additional Units representing an additional 26.0% interest in Boustead Industrial Fund. In such event, the Company’s holdings in Units in Boustead Industrial Fund will increase to 51.0%. See Section 5.1(b) of this Circular for further details.

⁴ The Company may subscribe for additional Notes representing an additional 26.0% of the aggregate principal amount of the Notes. In such event, the Company’s holdings in the Notes issued by the Fund Trustee will increase to 51.0%. See Section 5.1(b) of this Circular for further details.

⁵ Under the terms of the land lease granted by JTC Corporation in respect of Continental Building P3, BP-CA is prohibited from transferring or assigning the land lease for Continental Building P3, or a controlling interest in BP-CA3 (the entity which holds Continental Building P3), to any party for a period of five years commencing on the date of the lease term and which is due to expire approximately four years after the Proposed Initial Subscription.

⁶ BP-CA3 is a limited liability partnership constituted under the laws of Singapore which the Company has 50.0% interests in. ASRE holds the remaining 50.0% interest in BP-CA3. As BP-RE is a wholly-owned subsidiary of the Company, BP-RE is an affiliate of BP-CA3.

⁷ A re-tap issuance is intended to indicate a subsequent issue of a tranche of the Notes with principally the same terms as, and shall be consolidated and form a single series with, the existing Notes.

⁸ On the basis that Metrobilt, one of the three initial investors of Boustead Industrial Fund together with the Company and APSG, decides not to participate in the subscription for additional Units and Notes to be issued in connection with the Proposed BP-CA3 Subscription.

LETTER TO SHAREHOLDERS

Ltd (“**Metrobilt**”), will subscribe for 49.0% of the additional Units and Notes to be issued in connection with the Proposed BP-CA3 Subscription.

For the avoidance of doubt, the BP-CA3 Subsequent Acquisition is not the subject of Shareholders’ approval at this EGM, but will nonetheless be subject to the rules of Chapter 10 of the Listing Manual. In the event the BP-CA3 Subsequent Acquisition constitutes a discloseable transaction or a major transaction pursuant to Chapter 10 of the Listing Manual, a separate announcement will be made or an EGM convened to approve the transaction in accordance with Chapter 10 of the Listing Manual.

See Section 5.1 of this Circular for further details on the Proposed Subscription.

(b) The Proposed Divestment

In connection with the establishment of Boustead Industrial Fund and the Proposed Subscription, the Company will enter into a number of agreements in connection with the sale of the Directly Held Properties and its interests in the SPVs to Boustead Industrial Fund (the “**Proposed Divestment**”), subject to the receipt of the requisite regulatory approvals from the JTC Corporation. See Section 5.2(a) of this Circular for details on the Initial Industrial Properties.

In connection with the Proposed Divestment, the Acquisition Agreements, the Ancillary Acquisition Agreements and the Facilities Agreement described in Section 5.2(a), 5.2(d) and 5.2(e) of this Circular have been entered into.

See Section 5.2 of this Circular for further details on the Proposed Divestment.

The Proposed Transactions are subject to the receipt of Shareholders approval for Resolution 1 to be proposed at the EGM.

1.5 **Resolution 2: The Assignment of the BP-SF Transferred Loan to the Company pursuant to the Relevant Loan Transaction**

Pursuant to Section 163 of the Companies Act, it is a requirement that a company (other than an exempt private company) which wishes to provide for or enter into a loan, credit transaction, guarantee or security with a company or limited liability partnership in which a director or directors is or together are interested in 20.0% or more of the total voting power in the other company or limited liability partnership (“**Restricted Transactions**”), obtain prior approval from its shareholders in general meeting for the making of, provision for or entering into the loan, credit transaction, guarantee or security (as the case may be). The following are nonetheless exempted from this requirement pursuant to Section 163(4) of the Companies Act: (i) anything done by a company where the other company is its subsidiary or holding company or a subsidiary of its holding company; or (ii) to a company, whose ordinary business includes the lending of money or the giving of the guarantees in connection with loans made by other persons, to anything done by the company in the ordinary course of that business if the activities of that company are regulated by any written law relating to banking, finance companies or insurance or are subject to supervision by the Monetary Authority of Singapore.

Mr Wong Yu Wei, the Company’s Deputy Chairman & Executive Director, is the son of Mr Wong Fong Fui, who holds a 72.03% deemed interest in the Company. Section 163(5) of the Companies Act provides that an interest of a member of a director’s family shall be treated as the interest of the director. Accordingly, Mr Wong Yu Wei is deemed interested in Mr Wong Fong Fui’s shareholding interests in the Company for the purposes of Section 163 of the Companies Act and, in turn, the various entities (including limited liability partnerships) in which the Company holds 20.0% or more of the total voting power (including BP-SF Turbo LLP⁹ (“**BP-**

⁹ BP-SF Turbo is a limited liability partnership constituted under the laws of Singapore which the Company has 50.0% interests in. ASRE holds the remaining 50.0% interest in BP-SF Turbo. BP-RE and BP-CA3 are affiliates of BP-SF Turbo.

LETTER TO SHAREHOLDERS

SF Turbo”), the entity which holds 11SAL and one of the three property holding entities in which Boustead Industrial Fund will acquire an interest).

Pursuant to a loan agreement dated 23 February 2015 entered into between ASRE and BP-SF Turbo, ASRE, which currently holds 50% of BP-SF Turbo, provided an unsecured interest-free partner’s loan in the principal amount of S\$1.7 million to BP-SF Turbo, representing 50% of the aggregate interest-free partner’s loan given to BP-SF Turbo by the Company and ASRE. In connection with the Proposed Divestment, ASRE¹⁰ will assign to the Company 24.5% of the current outstanding interest-free partner’s loan given to BP-SF Turbo, being an amount of S\$0.8 million (the “**BP-SF Transferred Loan**”) prior to the Company’s transfer of its interests in BP-SF Turbo to the Fund Trustee. The consideration payable by the Company in respect of the BP-SF Transferred Loan is equivalent to the current outstanding interest-free partners’ loan given to BP-SF Turbo, being S\$0.8 million. Given that BP-SF Turbo is a limited liability partnership in which Mr Wong Yu Wei is deemed interested in more than 20.0% of the total voting power under Section 163 of the Companies Act, the assignment of the BP-SF Transferred Loan by ASRE to the Company constitutes a Restricted Transaction and accordingly, approval of the Shareholders is required in respect of the assignment of the BP-SF Transferred Loan.

See Section 5.3 of this Circular for further details.

The Relevant Loan Transaction is subject to the receipt of Shareholders approval for Resolution 2 to be proposed at the EGM and is conditional upon the passing of Resolution 1 at the EGM.

- 1.6 The Notice of EGM at which Resolution 1 and Resolution 2 will be proposed for Shareholders to consider and, if thought fit, approve, is also set out on pages N-1 to N-4 of this Circular.
- 1.7 The SGX-ST assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Circular.

2. APPROVAL SOUGHT – RESOLUTION 1 AND RESOLUTION 2

- 2.1 Approval by way of ordinary resolution is required in respect of the Proposed Transactions.

By approving Resolution 1, Shareholders are deemed to have approved the Proposed Transactions, as a “major transaction” under Rule 1014 of the Listing Manual, and approved, confirmed and ratified the entry into all agreements and transactions by the Company (whether directly or indirectly through its subsidiaries and joint venture vehicles) in connection therewith (including but not limited to (a) the Subscription Agreements, (b) the Acquisition Agreements, (c) the Ancillary Acquisition Agreements, (d) the Facilities Agreement and all ancillary agreements contemplated thereby or incidental thereto, or which are necessary to give effect to the Proposed Transactions.

- 2.2 Approval by way of ordinary resolution is required in respect of the Relevant Loan Transaction.

By approving Resolution 2, Shareholders are deemed to have approved the Relevant Loan Transaction, being the assignment of the BP-SF Transferred Loan by ASRE to the Company, pursuant to Section 163 of the Companies Act, and approved, confirmed and ratified the entry into all agreements and transactions by the Company (whether directly or indirectly through its subsidiaries and joint venture vehicles) in connection therewith.

Shareholders should note that Resolution 2 is conditional upon Resolution 1 being approved. In the event that Resolution 1 is not passed, the Company will not proceed with Resolution 2.

¹⁰ ASRE, a Bermuda limited partnership, is the investment vehicle of a Middle-Eastern sovereign wealth fund, and currently holds a 70.0% interest in BP-Vista, and a 50.0% interest in each of BP-SF Turbo and BP-CA3.

3. RATIONALE FOR THE PROPOSED TRANSACTIONS

Through the establishment of Boustead Industrial Fund, the Proposed Transactions enable the Company to unlock value in the Initial Industrial Properties, strengthen the Group's balance sheet and create a long-term, sustainable platform to house its portfolio of stabilised, income-generating industrial properties, which are for the long-term benefit of Shareholders.

(a) **Unlock value in the Initial Industrial Properties and strengthen the Group's balance sheet**

The Proposed Divestment would enable the Company to tap into capital from third party institutional and accredited investors to unlock and release capital invested into the Initial Industrial Properties, which are currently held by the Group and joint ventures entered into by the Group. The Group will retain a significant amount of the cash proceeds, which would benefit the Group and shareholders of the Company insofar as the Company is able to fund an organic expansion of the Group's business and footprint within Asia through the acquisition of assets identified by the Group and/or the construction or development of assets by the Group in the ordinary course of business. At present, the Company intends for the proceeds of the Proposed Divestment to be recycled in the following manner:

- (i) The Company would be able to focus on its current growth area in increasingly capital-intensive, sophisticated and complex industrial development projects or high-tech development projects, strengthening the Company's existing niche in design, construction and development of industrial and logistics properties within Asia.
- (ii) The Company has also in recent years, renewed its focus on investment in foreign projects.

(b) **Create a long-term, sustainable platform for the holding of stabilised income-generating industrial properties in Singapore.**

The establishment of Boustead Industrial Fund provides the Company with a sizeable platform to hold stabilised industrial properties which will provide recurring rental income for Boustead Industrial Fund. The Initial Industrial Properties currently comprise leasehold interests in JTC Corporation properties wholly-owned within the Group or held in joint ventures.

In addition, the Company believes that Boustead Industrial Fund would serve as an efficient platform for holding future stabilised income-generating industrial properties which the Group may divest, subject to mutual agreement and necessary approvals. Such disposals have the potential to realise the long-term capital appreciation value created in such properties.

(c) **Shareholders continue to benefit from substantial ownership and management of the Initial Industrial Properties and any further Industrial Properties.**

Notwithstanding that the Company will have divested its interest in the Initial Industrial Properties, the establishment of Boustead Industrial Fund and the Proposed Subscription would allow the Shareholders to continue to enjoy a proportion of the recurring income generated by the Initial Industrial Properties and any further Industrial Properties acquired through Boustead Industrial Fund (from assets owned by the Group and/or assets sourced for acquisition by the Fund Manager). In addition, the Company currently provides, and is expected to maintain its ability to provide, management services to the Industrial Properties held under Boustead Industrial Fund via agreements to be entered into with the Fund Manager and/or the relevant service provider entities within the Group. The Group is therefore expected to earn a

LETTER TO SHAREHOLDERS

sustainable and scalable fee income stream from its management of Boustead Industrial Fund and/or the Industrial Properties held under Boustead Industrial Fund, further benefiting the Company and its Shareholders. The fees payable to the Group in respect of the management services provided to the Industrial Properties held under Boustead Industrial Fund will be in line with market standards and is not expected to exceed 5.0% of the Group's revenue, based on the Group's financial statements for 1H2021.

4. ESTABLISHMENT OF BOUSTEAD INDUSTRIAL FUND

(a) Overview of Boustead Industrial Fund

Boustead Industrial Fund is a private trust established with the investment objective to invest in, administer and manage certain investments in logistics, business parks and industrial properties ("**Industrial Properties**"), to achieve a stable flow of recurring income and capital growth for Unitholders. The initial portfolio of Boustead Industrial Fund will comprise interests in the Initial Industrial Properties, details of which are set out in Section 5.2(a) of this Circular. The fund manager of Boustead Industrial Fund is the Company's wholly-owned subsidiary, Boustead Industrial Fund Management Pte. Ltd., and the trustee of Boustead Industrial Fund is Perpetual (Asia) Limited.

The Fund Manager. The Fund Manager will have general powers of management over Boustead Industrial Fund, including developing and implementing a business plan for the properties held in Boustead Industrial Fund, and evaluating any properties in furtherance of the investment policy and prevailing investment strategy of Boustead Industrial Fund, although there are certain reserved matters for the Investment Advisory Committee's ("**IAC**") determination. More details on the IAC are provided in Section 4(b) of this Circular.

The Fund Trustee. The Fund Trustee shall hold the deposited property of Boustead Industrial Fund in its name, and is responsible for the safe custody of the deposited property. The Fund Trustee will also exercise all due care, diligence and vigilance in carrying out its functions and duties and in safeguarding the rights and interests of Unitholders.

The Fund Trustee is a company incorporated in Singapore on 30 December 2005, and is an indirect wholly-owned subsidiary of The Trust Company Limited, which is ultimately owned by Perpetual Limited, one of the largest independent trustees in Australia and is listed on the Australian Securities Exchange Ltd. The Fund Trustee is licensed as a trust company under the Trust Companies Act, Chapter 336 of Singapore. It is approved to act as a trustee for authorised collective investment schemes under Section 289(1) of the SFA and is regulated by the MAS. It also holds a capital markets services licence for the provision of custodial services for securities. The Fund Trustee acts as trustee to Singapore-listed real estate investment trusts and several unit trusts, custodian to several private pension funds and private equity funds and bond trustee to institutional and retail bond issues.

Distribution policy. Subject to compliance with law and the terms of the Trust Deed and any debt financing agreements entered into in respect of Boustead Industrial Fund, Boustead Industrial Fund intends to distribute at least 95.0% of the aggregate of the distributable income of Boustead Industrial Fund and interest payable in respect of the Notes on a quarterly basis.

The initial portfolio of Boustead Industrial Fund shall consist of the Initial Industrial Properties.

LETTER TO SHAREHOLDERS

(b) **Decision-making in respect of Boustead Industrial Fund**

The Trust Deed records the obligations, duties and responsibilities of the Fund Manager and the Fund Trustee.

Investment Advisory Committee. An IAC will also be established in respect of Boustead Industrial Fund. Unitholders holding at least 11.0% of the total number of issued Units shall be entitled to nominate one member to the IAC (the “**Committee Members**”), and the voting rights of the Committee Members shall be commensurate with the proportion of Units held by the Unitholder nominating the respective Committee Member. There will be three initial Committee Members, representing each of the initial Unitholders (being the Company, APSG and Metrobilt). See Section 4(f) of this Circular for further details on the initial Unitholders. Certain reserved matters (including in respect of the removal of the Fund Manager) will require the unanimous approval of the IAC, while other matters (including in respect of the removal of the Fund Trustee and the auditors of Boustead Industrial Fund) will require the approval of such number of the Committee Members whose Unitholders they represent hold (i) for so long as APSG is a Unitholder, at least 60.0% of the total Units held by Unitholders who have appointed Committee Members to the IAC, and (ii) if APSG is no longer a Unitholder, at least 50.0% of the total Units held by Unitholders who have appointed Committee Members to the IAC.

(c) **Additional terms of Boustead Industrial Fund**

Investment mandate. Boustead Industrial Fund may acquire further Industrial Properties that satisfy key criteria, including a minimum gross floor area or gross asset value, the Industrial Property having stabilised income stream, a minimum remaining leasehold tenure for Industrial Property located on land leased from JTC, and a minimum target internal rate of return and income return.

Certain transfer restrictions in respect of Units. Subject to the Trust Deed, the Units are not redeemable at the option of the Fund Investors, and the Fund Investors are also subject to certain transfer restrictions including a right of first offer in favour of the other Fund Investors.

Investments into Development Projects. The Fund Manager may also recommend that Boustead Industrial Fund invest in development projects relating to logistics, business park and/or industrial properties (“**Development Projects**”), subject to thresholds on the value of investments by Boustead Industrial Fund in Development Projects as a proportion of the gross asset value of its deposited property, and each Development Project satisfying key criteria, including a minimum gross floor area or gross asset value, a minimum remaining tenure of the land or lease at the time the development is expected to be completed, a minimum target internal rate of return and income return when operational, and Boustead Industrial Fund being granted a right of first offer in respect of any further investment in the Development Project.

Borrowing limit. Subject to the Trust Deed, Boustead Industrial Fund will also have a maximum borrowing limit of up to 45.0% of the value of the deposited property, with an individual property limit of up to 70.0%.

Disposals of properties. Boustead Industrial Fund may, in accordance with certain hold/sell analysis and disputed asset, liquidity review and/or deadlock events specified in the Trust Deed, dispose any Industrial Properties or its interests in entities holding the Industrial Properties. Such disposals remain subject to the approval of any relevant governmental authority (which may include JTC Corporation), or the conditions or restrictions agreed at the time of the acquisition of the relevant Industrial Property or an interest therein.

LETTER TO SHAREHOLDERS

(d) **Fees payable to the Fund Manager under the Trust Deed**

Base and performance fee. The Fund Manager, which is the Company's wholly-owned subsidiary, is entitled to a base fee per annum computed based on a percentage of the gross asset value of the deposited property of Boustead Industrial Fund, and a performance fee computed based on meeting certain minimum returns to the Unitholders in Boustead Industrial Fund. The base fee and performance fee are payable to the Fund Manager in cash.

Acquisition and divestment fee. In addition, the Fund Manager is entitled to receive an acquisition fee computed based on a percentage of the acquisition price of the Initial Industrial Properties, and for any future acquisitions. The Fund Manager is also entitled to a divestment fee computed based on a percentage of the sale price of any deposited property of Boustead Industrial Fund. The acquisition or sale price where relevant would take into account the underlying value of the property. The acquisition fee and divestment fee are payable to the Fund Manager in cash.

Development management fee. In respect of Development Projects, the Fund Manager is entitled to a development management fee computed based on a percentage of the development cost incurred in a Development Project undertaken and managed by the Fund Manager on behalf of Boustead Industrial Fund. The development management fee is payable to the Fund Manager in cash.

(e) **Sponsor ROFR**

In connection with the establishment of Boustead Industrial Fund, the Company, as Sponsor, proposes to grant a right of first refusal to Boustead Industrial Fund (the "**Sponsor ROFR**") in respect of (i) the disposal of any interest in Industrial Properties which satisfy the investment criteria of Boustead Industrial Fund (the "**Relevant Asset**") owned or managed by the Sponsor or any of its existing or future subsidiaries (whether a corporation, partnership, trust, or entity in which the Sponsor holds any direct or indirect interest), but does not include any corporation, partnership, trust, or entity listed on any stock exchange which becomes a subsidiary of the Sponsor after the date of the Sponsor ROFR, or any existing or future private funds managed by the Sponsor or its existing or future subsidiaries (whether a corporation, partnership, trust or entity in which the Sponsor holds any direct or indirect interest), but does not include Boustead Industrial Fund and any private funds managed by a corporation, partnership, trust or entity which becomes a subsidiary of the Sponsor after the date of the Sponsor ROFR (a "**Relevant Entity**"), or (ii) the acquisition of any interest in any Relevant Asset which is not owned by any Relevant Entity, subject to certain terms and conditions.

The Sponsor ROFR is to be granted to Boustead Industrial Fund with effect from the original closing date of Boustead Industrial Fund and shall be effective for so long as the Sponsor and/or any of its related companies, alone or in aggregate, directly or indirectly holds at least 50.0% of the issued share capital of the Fund Manager, and the Fund Manager remains the manager of Boustead Industrial Fund (the "**ROFR Period**").

Scope of Sponsor ROFR. The Sponsor shall, subject to the terms of the Sponsor ROFR, issue a written notice during the ROFR Period, to the Fund Trustee of any proposed offer (the "**Proposed Offer**") to either (i) dispose of any interest in any Relevant Asset which is owned by a Relevant Entity upon the Sponsor receiving or a Relevant Entity receiving a third party's offer for such disposal and provided that the Sponsor wishes to accept such third party's offer, or (ii) acquire any interest in any Relevant Asset which is not owned by any Relevant Entity. Where an interest in a Relevant Asset is owned by a Relevant Entity, where the consent of one or more third parties (including any shareholder(s), partner(s) or private fund investor(s)) to offer the Relevant Asset to Boustead Industrial Fund is required, the Sponsor shall use its best endeavours to obtain such consent.

LETTER TO SHAREHOLDERS

The Sponsor ROFR is subject to, among others, the following conditions:

- (i) it excludes the disposal of any interest in the Relevant Assets by a Relevant Entity to a related corporation of such Relevant Entity pursuant to a reconstruction, amalgamation, restructuring, merger and/or any analogous event or transfer of shares of the Relevant Entity between the shareholders as may be provided in any shareholders agreement or transfer of partnership interests between the partners as may be provided in any limited liability partnership agreement;
- (ii) the applicable laws, regulations and government policies and the listing manual of the SGX-ST; and
- (iii) it shall not be validly exercised and shall not be binding on the Sponsor if the exercise of the right of first refusal is not exercised in compliance with the Trust Deed.

Failure to Exercise the Sponsor ROFR. If the Fund Trustee fails or is deemed not to have exercised the Sponsor ROFR, (i) (in respect of any Relevant Asset which is owned by the Relevant Entity) the Relevant Entity shall be entitled to dispose its interest in the Relevant Asset to a third party on terms and conditions no more favourable than those offered by the Relevant Entity to the Fund Trustee, or (ii) (in respect of any Relevant Asset which is not owned by any Relevant Entity) the Sponsor (whether directly or indirectly, and whether with or without other capital partner(s)) shall be entitled to acquire an interest in the Relevant Asset from the third party on terms and conditions no more favourable than the Proposed Offer. If the completion of the disposal or acquisition does not occur within certain time periods as set out in the Sponsor ROFR, any proposal to dispose of or acquire such Relevant Asset after such time period shall then remain subject to the Sponsor ROFR in accordance with its terms.

Strike Out Mechanism. The Sponsor shall be entitled to terminate the Sponsor ROFR in the event the Fund Trustee has not exercised (or is deemed not to have exercised) the right of first refusal (each an “**Opt Out**”) three times in a rolling 18-month period provided that (i) the Sponsor or the Relevant Entity has in relation to such three Opt Out instances entered into legally binding agreements for the acquisitions or, as the case may be, disposals with the relevant counterparties in accordance with the terms of the respective Proposed Offers; and (ii) the Sponsor has not voted against the exercise of the right of first refusal, as a Unitholder of Boustead Industrial Fund pursuant to the Trust Deed.

(f) **Initial Fund Investors of Boustead Industrial Fund**

As more particularly described in Section 5.1 of this Circular, the Company is expected to hold Units and Notes comprising a 25.0%¹¹ interest in Boustead Industrial Fund through its nominee, BP-RE, a wholly-owned subsidiary of the Company. The remaining Units and Notes representing a 75.0% interest in Boustead Industrial Fund has been offered to other investors. Any offer of securities of Boustead Industrial Fund in any jurisdiction is intended to be made to restricted classes of institutional and sophisticated investors which would not result in any securities or prospectus registration, filing or related reporting requirements imposed on Boustead Industrial Fund, the Fund Manager or the Fund Trustee (the “**Fund Investors**”). As Boustead Industrial Fund is a private trust, securities in the trust will not be available to subscription by the public, including the Shareholders.

¹¹ The Company may subscribe for additional Notes and Units representing an additional 26.0% of the aggregate principal amount of the Notes, and interest in Units of Boustead Industrial Fund (as the case may be). In such event, the Company’s holdings in (i) the Notes issued by the Fund Trustee and (ii) Units in Boustead Industrial Fund, will increase to 51.0%. In addition, the Company has also agreed to subscribe for additional Units and Notes up to an amount equivalent to S\$8.7 million pursuant to the Proposed BP-CA3 Subscription. See Section 5.1(b) of this Circular for further details.

LETTER TO SHAREHOLDERS

In addition to the Company (through BP-RE), the initial Fund Investors are (i) APSG, a special purpose vehicle for institutional real estate investors, and (ii) Metrobilt, an indirect wholly-owned subsidiary of Metro Holdings Limited, a company listed on the Main Board of the SGX-ST (collectively, the “**Initial Fund Investors**”). The Initial Fund Investors (including the Company) have entered into separate fund subscription agreements and a Notes Subscription Agreement to subscribe for Units and Notes. Each of the Company, APSG and Metrobilt have agreed to hold Units and Notes comprising 25.0%, 49.0% and 26.0% interest in Units of Boustead Industrial Fund and the aggregate principal amount of Notes, respectively.

(g) **Sponsor Qualifying Debt Securities Deed of Payment**

In connection with APSG’s subscription for Notes under the Notes Subscription Agreement, the Company has entered in a deed of payment (the “**Sponsor QDS Deed of Payment**”) dated 31 December 2020 with APSG, where the Company has agreed, subject to the terms of the Sponsor QDS Deed of Payment, that in the event the Notes subscribed for by APSG under the Notes Subscription Agreement (the “**APSG Notes**”) do not qualify, or lose their qualification as qualifying debt securities for the purposes of the Income Tax Act, Chapter 134 of Singapore (the “**ITA**”), the Company shall make APSG whole in relation to the additional income tax payable by APSG based on the Default Tax Rate (as defined below) on the net interest income earned by APSG on its investment in the APSG Notes. Pursuant to, and subject to the conditions under the Sponsor QDS Deed of Payment, APSG is entitled to claim from the Company such amounts in Singapore dollars equal to the income tax paid or payable by APSG on the net interest income at the prevailing corporate tax for each year of assessment of a Singapore-incorporated company (the “**Default Tax Rate**”) (which for the avoidance of doubt, is at 17.0% as at the date of the Sponsor QDS Deed of Payment) (the “**Make-Whole Amount**”), provided always that the aggregate Make-Whole Amount for the duration of the Sponsor QDS Deed of Payment shall not exceed S\$2,833,180, being the estimated additional income tax payable by APSG (based on the difference between the Default Tax Rate and the 10.0% concessionary tax rate for qualifying debt securities) on the net interest income earned by APSG on its investment in the APSG Notes for the duration of the Sponsor QDS Deed of Payment if the APSG Notes do not qualify, or lose their qualification as qualifying debt securities for the purposes of the ITA. The Make-Whole Amount is payable by the Company and has been agreed pursuant to commercial negotiations between the Company and APSG based on APSG’s expectation that the APSG Notes will qualify as qualifying debt securities for the purposes of the ITA.

The Sponsor QDS Deed of Payment shall terminate automatically without any action required on the part of any party on the earlier of (a) on 30 April 2021, if the subscription of the APSG Notes by APSG is not completed by such date; (b) on the fifth anniversary of the date of issue of the APSG Notes, notwithstanding that the APSG Notes may still qualify as qualifying debt securities for the purposes of the ITA; (c) on the day the aggregate Make-Whole Amount paid by the Company to APSG pursuant to the Sponsor QDS Deed of Payment equals to S\$2,833,180; (d) on the day the Inland Revenue Authority of Singapore issues a ruling that the APSG Notes qualify as qualifying debt securities for the purposes of the ITA (provided such ruling is not subsequently revoked, amended or withdrawn); or (e) on the date APSG changes its holding structure as a result of any voluntary action taken by APSG (and not pursuant to any direction by the Fund Manager or as required by the provisions of the Trust Deed) such that APSG holds 50.0% or more of the Notes and 50.0% or more of the issued Units of Boustead Industrial Fund, provided such change will then result in APSG having to pay income tax on the net interest income at the Default Tax Rate.

The conditions which the Notes (including the APSG Notes) must meet in order to qualify as qualifying debt securities for the purposes of the ITA include the following:

LETTER TO SHAREHOLDERS

- the Notes must fall within the definition of “bonds, notes, commercial papers, certificates of deposit and AT1 instruments” within the meaning of Section 100(2) of the ITA;
- the Notes are issued during the period from 1 January 2014 to 31 December 2023; and
- at launch, the Notes must be issued to at least four persons or 50.0% or more of the issue of the Notes must not be beneficially held or funded, directly or indirectly by related parties of the Fund Trustee, being the issuer of the Notes.

5. DETAILS OF THE PROPOSED TRANSACTIONS AND RELEVANT LOAN TRANSACTION

5.1 The Proposed Subscription

(a) Units and Notes to be issued

Description of the Units. Under the fund subscription agreements entered into with each of the Initial Fund Investors, an aggregate of up to 75,499,999 Units of Boustead Industrial Fund will be issued by the Fund Manager to the Initial Fund Investors and the Company, through BP-RE has agreed to subscribe for up to 23,294,999 Units in Boustead Industrial Fund (inclusive of the Proposed BP-CA3 Subscription) at an issue price of S\$1.00 per Unit. In addition, one Unit was issued to the Company at an issue price of S\$1.00 upon constitution of Boustead Industrial Fund.

The Company will hold an initial 25.0% interest in Units in Boustead Industrial Fund upon completion of the Proposed Initial Subscription. In relation to the Proposed BP-CA3 Subscription which is expected to take place within four years of the Proposed Initial Subscription, it is subject to the requirement that percentage of total issued Units and the percentage of total issued Notes issued by Boustead Industrial Fund to be held by the Company being the same following completion of the Proposed BP-CA3 Subscription. Accordingly, assuming that the amount of the Proposed BP-CA3 Subscription is S\$8.7 million and Metrobilt decides not to participate in the Proposed BP-CA3 Subscription, the Company will increase its percentage holdings in both issued Units and Notes of Boustead Industrial Fund from 25.0% to 26.4% upon completion of the Proposed BP-CA3 Subscription.

There is only one class of Units in Boustead Industrial Fund and each Unit represents one undivided share in Boustead Industrial Fund. No Unit shall confer on any Unitholder any interest or share in the whole or any particular part of the assets of Boustead Industrial Fund.

Subject to the Trust Deed, Unitholders shall have a *pro rata* right of first offer in respect of existing Units to be transferred by the other Unitholders.

Description of the Notes. Under the Notes Subscription Agreement, the Fund Trustee has agreed to issue up to S\$236,000,000 in aggregate principal amount of 7.0 per cent. Notes due 2031 to the Initial Fund Investors and the Company, through BP-RE, has agreed to subscribe for up to S\$59,000,000 in aggregate principal amount of the Notes, representing 25.0%¹² of the aggregate principal amount of the Notes. The Notes are unsecured and will be constituted pursuant to a trust deed between the Fund Trustee (in its capacity as trustee of Boustead Industrial Fund and issuer of the Notes) and Intertrust (Singapore) Ltd. (as trustee for the Noteholders) (the “**Notes Trust Deed**”).

¹² The Company may subscribe for additional Notes representing an additional 26.0% of the aggregate principal amount of the Notes. In such event, the Company’s holdings in the Notes issued by the Fund Trustee will increase to 51.0%. In addition, the Company has also agreed to subscribe for additional Units and Notes up to an amount equivalent to S\$8.7 million pursuant to the Proposed BP-CA3 Subscription. See Section 5.1(b) of this Circular for further details.

LETTER TO SHAREHOLDERS

The Fund Trustee has also entered into an agency agreement with Intertrust (Singapore) Ltd. in respect of payments on and transfers of the Notes.

The key terms of the Notes are as follows:

Denomination	The Notes will be issued in registered form in minimum denominations of S\$250,000 and integral multiples of S\$1.00 in excess thereof.
Issue Price	100% of principal amount
Form of Notes	The Notes will be issued in registered form. A note certificate will be issued to each Noteholder in respect of its registered holding of Notes.
Maturity Date	The Notes will be redeemed ¹³ at their principal amount on the 10 th anniversary of their issue date, and such maturity date may be extended to the 20 th anniversary or such other date if agreed by the Noteholders and the Fund Trustee.
Interest	The Notes will bear interest from and including the issue date of the Notes, at the rate of 7.00 per cent. per annum, payable quarterly in arrears in each year.
Issuer Call	The Fund Trustee may at its option redeem all or some of the Notes if the Fund Trustee satisfies the Notes Trustee that Boustead Industrial Fund has available excess funds (whether arising out of a sale of any part of the assets of Boustead Industrial Fund, or from the operating income of Boustead Industrial Fund), or using funds raised from borrowings or capital market transactions for the purpose of such redemption.
Noteholders' Right of First Offer	Save for a transfer of any or all of a Noteholder's Notes to (a) any entity controlled, directly or indirectly, by the Noteholder, (b) any entity that controls, directly or indirectly, the Noteholder, or (c) any entity directly or indirectly under common control with the Noteholder, or as otherwise set out in the Notes Trust Deed, Noteholders shall have a <i>pro rata</i> right of first offer in respect of existing Notes to be transferred by the other Noteholders.

The Company will hold an initial 25.0% of the aggregate principal amount of Notes issued upon completion of the Proposed Initial Subscription. As described above, the Proposed BP-CA3 Subscription is subject to the requirement that percentage of total issued Units and the percentage of total issued Notes issued by Boustead Industrial Fund to be held by the Company being the same following completion of the Proposed BP-CA3 Subscription. Accordingly, assuming that the amount of the Proposed BP-CA3 Subscription is S\$8.7 million and Metrobilt decides not to participate in the Proposed BP-CA3 Subscription, the Company will increase its percentage holdings in both issued Units and Notes of Boustead Industrial Fund from 25.0% to 26.4% upon completion of the Proposed BP-CA3 Subscription.

¹³ The Fund Trustee intends to repay the principal amount by way of proceeds raised from a combination of the sale of the Industrial Properties held by Boustead Industrial Fund, operating income of Boustead Industrial Fund and funds raised from borrowings or capital market transactions.

LETTER TO SHAREHOLDERS

The proportion of the Units to the total number of issued Units subscribed by a Noteholder shall be the same as the proportion of the Notes to the aggregate principal amount of Notes outstanding subscribed by a Noteholder, and where any Units or Notes are subsequently transferred, an equal proportion of the Notes or Units, as the case may be, held by that transferor will have to be sold to the transferee as well.

In accordance with the terms and conditions of the Notes set out in the Notes Trust Deed, (i) the Noteholders and the Fund Trustee may agree to reduce or vary the interest payable on the Notes, and (ii) the Fund Trustee may elect to defer the payment of any interest (or to pay only part of any interest).

The Notes are intended to be “qualifying debt securities” for the purposes of the Income Tax Act, Chapter 135 of Singapore, however there may be certain situations (such as the failure by Metrobilt to complete its subscription of its proportion of Units and Notes) which may result in the Notes not qualifying as such.

(b) **Key Terms of the Subscription Agreements**

Fund Subscription Agreement

Each Fund Investor, including the Company, has entered into a separate fund subscription agreement with the Fund Manager. In respect of the fund subscription agreement entered into between the Company and the Fund Manager dated 31 December 2020 (the “**Fund Subscription Agreement**”), it is agreed that the Company, through BP-RE, shall subscribe for up to 23,294,999 Units in Boustead Industrial Fund (inclusive of the Proposed BP-CA3 Subscription) at an issue price of S\$1.00 per Unit. In connection with the Proposed BP-CA3 Subscription, the Company has also agreed with the Fund Trustee that (i) the additional notes to be subscribed for by the Company in connection with the Proposed BP-CA3 Subscription shall be issued by way of a re-tap issuance of the existing Notes on the same terms as the Notes, and (ii) the percentage of total issued Units and the percentage of total issued Notes issued by Boustead Industrial Fund to be held by the Company following the Proposed BP-CA3 Subscription shall be the same. For the avoidance of doubt, the Company’s initial 25.0% interest in the Units of Boustead Industrial Fund excludes the Units to be subscribed pursuant to the Proposed BP-CA3 Subscription.

The Company and the Fund Manager have provided customary representations, warranties and undertakings to each other. The obligations of the parties under the Fund Subscription Agreement is conditional on, among other matters, Shareholders’ approval at the EGM having been obtained and not being revoked or amended and being in full force and effect on the first closing date in respect of the subscription of the Units. Pursuant to the fund subscription agreement entered into between Metrobilt and the Fund Trustee dated 31 December 2020, Metrobilt has agreed to subscribe for a 26.0% interest in Units of Boustead Industrial Fund. In the event Metrobilt fails to subscribe for its entire 26.0% interest in Units of Boustead Industrial Fund, the Company has undertaken to subscribe for the 26.0% interest in Units of Boustead Industrial Fund not taken up by Metrobilt at the issue price of S\$1.00 per Unit, for an aggregate amount of up to S\$15,210,000. In such event, any deposits paid by Metrobilt in respect of the Units, amounting to an aggregate sum of S\$10,982,400, will be applied towards the issue of the Units by the Fund Trustee, and the Company shall pay the remaining sum of up to S\$4,227,600 (being the aggregate issue price of Metrobilt’s 26.0% interest in Units of Boustead Industrial Fund amounting to S\$15,210,000, less the S\$10,982,400 in deposits paid by Metrobilt) to the Fund Trustee in respect of the Units. Accordingly, in such event, the Company’s holdings in Units of Boustead Industrial Fund will increase to 51.0%.

Notes Subscription Agreement

A notes subscription agreement (the “**Notes Subscription Agreement**”) was entered into on 31 December 2020 between the Fund Trustee, the Fund Manager, United

LETTER TO SHAREHOLDERS

Overseas Bank Limited (as lead manager in respect of the issue of the Notes) (the “**Lead Manager**”) and the Fund Investors, including the Company. Pursuant to the Notes Subscription Agreement, it is agreed that the Company, through BP-RE, shall subscribe for up to S\$59,000,000 in principal amount of the Notes, representing 25.0% of the aggregate principal amount of the Notes, and Metrobilt shall subscribe for up to S\$61,360,000 in principal amount of the Notes, representing 26.0% of the aggregate principal amount of the Notes. In the event Metrobilt fails to subscribe for its entire 26.0% interest in the Notes, the Company has undertaken to subscribe for the 26.0% interest in Notes not taken up by Metrobilt at the issue price, for an aggregate amount of up to S\$61,360,000. Accordingly, in such event, the Company’s holdings in the Notes issued by the Fund Trustee will increase to 51.0%.

The Fund Trustee and the Fund Manager have provided customary representations, warranties and undertakings in respect of Boustead Industrial Fund and the Initial Industrial Properties to the Fund Investors (including the Company) and the Lead Manager. The subscription of the Notes is conditional on, among other matters, Shareholders’ approval at the EGM having been obtained and not being revoked or amended and being in full force and effect on the closing date in respect of the subscription of the Notes and all conditions precedent under the terms of the Acquisition Agreements and the Fund Subscription Agreement having been fulfilled and/or waived by the relevant parties.

In connection with the Company’s subscription for Notes under the Notes Subscription Agreement, the Company has also provided certain customary representations, warranties and undertakings to the Lead Manager pursuant to an investor representation letter.

(c) **Expected timeline for closing**

The Company expects that completion of the Proposed Initial Subscription will take place after the EGM, and will coincide with or be shortly prior to the date on which Boustead Industrial Fund completes the acquisition of the Initial Industrial Properties. The closing date in respect of the subscription of Units for the Proposed BP-CA3 Subscription is expected to take place within four years of the Proposed Initial Subscription. The completion of the Proposed Initial Subscription, as well as the Proposed BP-CA3 Subscription, will be announced by the Company on SGXNet.

5.2 **The Proposed Divestment**

(a) **Description of and consideration for the Initial Industrial Properties**

The independent valuations of the Initial Industrial Properties as described herein were conducted by CBRE Pte. Ltd. and TEHO Property Consultants Pte. Ltd. as at 30 November 2020 based on the Singapore Institute of Surveyors and Valuers standards for the valuation of properties in Singapore. See **Appendix B** to this Circular for the valuation summaries (the “**Valuation Summaries**”) on the Initial Industrial Properties issued by CBRE Pte. Ltd.¹⁴ and TEHO Property Consultants Pte. Ltd.¹⁵

The total valuation of the Company’s interests in the Initial Industrial Properties is S\$331.2 million, and the total consideration for the sale of the Directly Held Properties and the Company’s interests in the SPVs is S\$332.2 million, inclusive of the Bombardier Aerospace Tranche 2 Consideration. See Section 5.2(a)(iii) for further

¹⁴ CBRE Pte. Ltd. is part of the CBRE Group, a commercial real estate services and investment firm. It is engaged with customers from different industries for a wide range of purposes including initial public offerings, corporate reporting, mergers and acquisitions, property tax and land acquisitions.

¹⁵ TEHO Property Consultants Pte. Ltd. is a valuation service company which offers valuation and consultancy services across the residential, commercial and industrial property sectors and is a wholly-owned subsidiary of TEHO International Inc Ltd., a company listed on the Catalist Board of SGX-ST.

LETTER TO SHAREHOLDERS

details on the Bombardier Aerospace Tranche 2 Consideration. Based on the unaudited consolidated financial statements of the Group as at 30 September 2020, the aggregate book value of the Company's interest in the Directly Held Properties and the net tangible asset value of the Company's interests in the SPVs (the "**Book Value**") was S\$125.3 million. The total consideration of S\$332.2 million represents an excess of S\$206.9 million over the Book Value. The purchase consideration of the Company's interests in the Initial Industrial Properties was negotiated on an aggregate portfolio basis, taking into consideration the independent valuation of each of the properties, and (for the SPVs) the adjusted net asset value of the SPVs, and the outstanding interest-free partner's loan given to the SPVs as at the completion date of the agreement. The total consideration of S\$332.2 million payable by the Fund Trustee for the Company's interests in the Initial Industrial Properties is higher than the independent valuation of S\$331.2 million. Further details are set out below:

(i) Edward Boustead Centre

BP-Ubi Industrial Pte. Ltd. ("**BP-Ubi Ind**") owns the 30-year leasehold interest (commencing on 5 April 2013) in the property known as Edward Boustead Centre, located at 82 Ubi Avenue 4, Singapore 408832 ("**Edward Boustead Centre**"). BP-Ubi Ind will sell its entire leasehold interest in Edward Boustead Centre to the Fund Trustee, as well as assign or novate the existing leases in respect of Edward Boustead Centre to the Fund Trustee. BP-Ubi Ind is wholly-owned by BP-Ubi Development Pte. Ltd., which is a joint venture company held by the Company and Tat Hong Investments Pte Ltd in equal proportions.

The consideration for the sale of Edward Boustead Centre is S\$33.0 million (the "**Edward Boustead Centre Consideration**"), and was negotiated on a willing-buyer and willing-seller basis taking into consideration the independent valuation of the property of S\$34.0 million, as well as each Initial Fund Investor's own assessment of the valuation of the property. The Edward Boustead Centre Consideration shall be paid in cash to BP-Ubi Ind or its nominees. The proportionate amount attributable to the Company for the sale of the Interest in Edward Boustead Centre is S\$16.5 million.

(ii) GSK Building

BP-Vista LLP ("**BP-Vista**") owns the 30-year leasehold interest (commencing on 16 February 2015) in the business park property known as GSK Asia House, located at 23 Rochester Park, Singapore 139234, and three conservation bungalows located at 20 to 22 Rochester Park ("**GSK Building**"). BP-Vista will sell its entire leasehold interest in GSK Building to the Fund Trustee, as well as assign or novate the existing lease in respect of GSK Building to the Fund Trustee. BP-Vista is a limited liability partnership, and its partners are the Company and ASRE holding 30.0% and 70.0% of the partnership interests in BP-Vista respectively.

The consideration for the sale of GSK Building is S\$144.8 million (the "**GSK Building Consideration**"), and was negotiated on a willing-buyer and willing-seller basis taking into consideration the independent valuation of the property of S\$146.5 million, as well as each Initial Fund Investor's own assessment of the valuation of the property. The GSK Building Consideration shall be paid in cash to BP-Vista or its nominees. The proportionate amount attributable to the Company for the sale of the Interest in GSK Building is S\$43.4 million.

(iii) Bombardier Aerospace

BP-BBD Pte. Ltd. ("**BP-BBD**") owns the 30-year leasehold interest (commencing on 1 June 2012) in the property known as Bombardier Aerospace, located at 10 Seletar Aerospace Heights, Singapore 797546 ("**Bombardier Aerospace**"). BP-BBD will sell its entire leasehold interest in

LETTER TO SHAREHOLDERS

Bombardier Aerospace to the Fund Trustee, as well as assign or novate the existing lease in respect of Bombardier Aerospace to the Fund Trustee. BP-BBD is a wholly-owned subsidiary of the Company.

The cash consideration for the sale of Bombardier Aerospace is up to S\$22.2 million (the “**Bombardier Aerospace Consideration**”), and was negotiated on a willing-buyer and willing-seller basis taking into consideration the independent valuation of the property of S\$21.0 million, as well as each Initial Fund Investor’s own assessment of the valuation of the property. The Bombardier Aerospace Consideration shall be paid in cash to BP-BBD or its nominees as follows:

- (A) S\$18.4 million paid upon the date of completion; and
- (B) S\$3.8 million (the “**Bombardier Aerospace Tranche 2 Consideration**”) to be paid upon:
 - (I) the expiry of the option granted to the tenant of Bombardier Aerospace (the “**Bombardier Aerospace Tenant**”) to purchase the leasehold interest in Bombardier Aerospace from the Fund Trustee on 8 July 2023 (the “**Bombardier Aerospace Tenant’s Option**”) without the Bombardier Aerospace Tenant exercising such option; or
 - (II) the date of obtaining confirmation from the Bombardier Aerospace Tenant that it does not intend to exercise the Bombardier Aerospace Tenant’s Option; or
 - (III) the signing of a binding agreement with any party other than the Bombardier Aerospace Tenant for the sale of the leasehold interest in Bombardier Aerospace by the Fund Trustee at any price.

In the event the Bombardier Aerospace Tenant chooses to exercise the Bombardier Aerospace Tenant’s Option, then the Bombardier Aerospace Tranche 2 Consideration will not be payable and BP-BBD may be required to pay to the Fund Trustee an amount not exceeding S\$0.94 million.

(iv) 10 Changi North Way

CN Logistics Pte. Ltd. (“**CN-Log**”) owns the 24-year and four-month leasehold interest (commencing on 16 September 2010, with an option to renew for a further 30 years) in the property located at 10 Changi North Way, Singapore 498740 (“**10CNW**”). CN-Log will sell its entire leasehold interest in 10CNW to the Fund Trustee, as well as assign or novate the existing leases in respect of 10CNW to the Fund Trustee. CN-Log is a wholly-owned subsidiary of the Company.

The consideration for the sale of 10CNW is S\$27.0 million (the “**10CNW Consideration**”), and was negotiated on a willing-buyer and willing-seller basis taking into consideration the independent valuation of the property of S\$26.2 million, as well as each Initial Fund Investor’s own assessment of the valuation of the property. The 10CNW Consideration shall be paid in cash to CN-Log or its nominees.

(v) 12 Changi North Way

CN-Log also owns the 30-year leasehold interest (commencing on 16 January 2005, with an option to renew for a further 30 years) in the property located at

LETTER TO SHAREHOLDERS

12 Changi North Way, Singapore 498791 (“**12CNW**”). CN-Log will sell its entire leasehold interest in 12CNW to the Fund Trustee, as well as assign or novate the existing leases in respect of 12CNW to the Fund Trustee.

The consideration for the sale of 12CNW is S\$38.4 million (the “**12CNW Consideration**”), and was negotiated on a willing-buyer and willing-seller basis taking into consideration the independent valuation of the property of S\$43.2 million, as well as each Initial Fund Investor’s own assessment of the valuation of the property. The 12CNW Consideration shall be paid in cash to CN-Log or its nominees.

(vi) 16 Changi North Way

CN-Log also owns the 27-year, four-month and 15-day leasehold interest (commencing on 1 September 2007, with an option to renew for a further 30 years) in the property located at 16 Changi North Way, Singapore 498772 (“**16CNW**”). CN-Log will sell its entire leasehold interest in 16CNW to the Fund Trustee, as well as assign or novate the existing lease in respect of 16CNW to the Fund Trustee.

The consideration for the sale of 16CNW is S\$23.5 million (the “**16CNW Consideration**”), and was negotiated on a willing-buyer and willing-seller basis taking into consideration the independent valuation of the property of S\$23.6 million, as well as each Initial Fund Investor’s own assessment of the valuation of the property. The 16CNW Consideration shall be paid in cash to CN-Log or its nominees.

(vii) 26 Changi North Rise

BP-SFN Pte. Ltd. (“**BP-SFN**”) owns the 30-year leasehold interest (commencing on 30 April 2010, with an option to renew for a further 30 years) in the property located at 26 Changi North Rise, Singapore 498756 (“**26CNR**”). BP-SFN will sell its entire leasehold interest in 26CNR to the Fund Trustee, as well as assign or novate the existing lease in respect of 26CNR to the Fund Trustee. BP-SFN is a wholly-owned subsidiary of the Company.

The consideration for the sale of 26CNR is S\$13.0 million (the “**26CNR Consideration**”), and was negotiated on a willing-buyer and willing-seller basis taking into consideration the independent valuation of the property of S\$13.1 million, as well as each Initial Fund Investor’s own assessment of the valuation of the property. The 26CNR Consideration shall be paid in cash to BP-SFN or its nominees.

(viii) 16 Tampines Industrial Crescent

BP-JCS Pte. Ltd. (“**BP-JCS**”) owns the 30-year leasehold interest (commencing on 16 June 2012) in the property located at 16 Tampines Industrial Crescent, Singapore 528604 (“**JCS**”). BP-JCS will sell its entire leasehold interest in JCS to the Fund Trustee, as well as assign or novate the existing lease in respect of JCS to the Fund Trustee. BP-JCS is a wholly-owned subsidiary of the Company.

The consideration for the sale of JCS is S\$39.3 million (the “**JCS Consideration**”), and was negotiated on a willing-buyer and willing-seller basis taking into consideration the independent valuation of the property of S\$40.0 million, as well as each Initial Fund Investor’s own assessment of the valuation of the property. The JCS Consideration shall be paid in cash to BP-JCS or its nominees.

LETTER TO SHAREHOLDERS

(ix) 85 Tuas South Avenue 1

BP-Tuas 1 Pte. Ltd. (“**BP-Tuas1**”) owns the 30-year leasehold interest (commencing on 16 April 2007, with an option to renew for a further 23 years) in the property located at 85 Tuas South Avenue 1, Singapore 637419 (“**85Tuas**”). BP-Tuas1 will sell its entire leasehold interest in 85Tuas to the Fund Trustee, as well as assign or novate the existing lease in respect of 85Tuas to the Fund Trustee. BP-Tuas1 is a wholly-owned subsidiary of the Company.

The consideration for the sale of 85Tuas is S\$21.2 million (the “**85Tuas Consideration**”), and was negotiated on a willing-buyer and willing-seller basis taking into consideration the independent valuation of the property of S\$21.2 million, as well as each Initial Fund Investor’s own assessment of the valuation of the property. The 85Tuas Consideration shall be paid in cash to BP-Tuas1 or its nominees.

(x) 11 Seletar Aerospace Link

BP-SF Turbo owns the 30-year leasehold interest (commencing on 24 April 2015) in the property located at 11 Seletar Aerospace Link, Singapore 797554 (“**11SAL**”). BP-SF Turbo is a limited liability partnership, and its current partners are the Company and ASRE each holding equal partnership interests. Pursuant to a loan agreement dated 23 February 2015 entered into between ASRE and BP-SF Turbo, ASRE provided an unsecured interest-free loan in the principal amount of S\$1.7 million to BP-SF Turbo. In connection with the Proposed Divestment, the Company has concurrently entered into (i) a sale and purchase agreement and a deed of assignment with ASRE to acquire from ASRE a 24.5% partnership interest and 24.5% of the interest-free partner’s loan in BP-SF Turbo (the “**BP-SF Pre-Completion Sale Interests**”), and (ii) a sale and purchase agreement and a deed of assignment with the Fund Trustee in respect of the sale to the Fund Trustee of a 49.0% partnership interest and 49.0% of the interest-free partner’s loan in BP-SF Turbo (the sale and purchase agreement and deed of assignment with the Fund Trustee, as the same may be varied, amended, supplemented or restated from time to time, being the “**11SAL SPA**”).

The consideration for the sale of the BP-SF Pre-Completion Sale Interest to the Company by ASRE is S\$1.4 million, and was negotiated on a willing-buyer and willing-seller basis taking into consideration the adjusted net assets of BP-SF Turbo as at 31 October 2020, the outstanding interest-free partner’s loan given to BP-SF Turbo as at the completion date of the agreement and the independent valuation of 11SAL of S\$12.0 million.

The consideration for the sale of a 49.0% partnership interest and assignment of 49.0% of the interest-free partner’s loan (the “**BP-SF Sale Interests**”) in BP-SF Turbo by way of the 11SAL SPA is S\$2.7 million (the “**11SAL Consideration**”), and was negotiated on a willing-buyer and willing-seller basis taking into consideration the adjusted net asset value of BP-SF Turbo as at 31 October 2020, the outstanding interest-free partner’s loan given to BP-SF Turbo as at the completion date of the agreement, the independent valuation of the property of S\$12.0 million¹⁶, as well as each Initial Fund Investor’s own assessment of the valuation of the property. The 11SAL Consideration shall be paid in cash to the Company and ASRE or their respective nominees (in respect of the share of partnership interests attributable to each of them). The net consideration attributable to the Company for the sale of the Company’s partnership interest in BP-SF Turbo is S\$1.4 million. The Company is not

¹⁶ Based on a 100.0% interest in the property.

LETTER TO SHAREHOLDERS

expected to recognise any gain or loss on the purchase of the BP-SF Pre-Completion Sale Interests from ASRE, and the subsequent sale of the BP-SF Sale Interests to the Fund Trustee.

Following the completion of the 11SAL SPA, BP-SF Turbo's partners will comprise the Company, ASRE and Boustead Industrial Fund, with their partnership interests in the proportion of 25.5%, 25.5% and 49.0% respectively.

(xi) 10 Tukang Innovation Drive

BP-TN owns the 30-year leasehold interest (commencing on 1 November 2013) in the property located at 10 Tukang Innovation Drive, Singapore 618302 ("**10Tukang**"). BP-TN is a wholly-owned subsidiary of the Company. Pursuant to a loan agreement dated 20 August 2020 entered into between the Company and BP-TN, the Company provided an unsecured interest-free loan in the principal amount of S\$32.9 million to BP-TN. The Company has entered into a sale and purchase agreement and a deed of assignment with the Fund Trustee in respect of the sale to the Fund Trustee of 49.0% of the issued share capital of BP-TN and 49.0% of the interest-free shareholder loan in BP-TN (the sale and purchase agreement and the deed of assignment, as the same may be varied, amended, supplemented or restated from time to time, collectively, the "**10Tukang SPA**").

The consideration for the sale of a 49.0% interest in BP-TN and assignment of 49.0% of the interest-free shareholder loan in BP-TN by way of the 10Tukang SPA is S\$26.4 million (the "**10Tukang Consideration**"), and was negotiated on a willing-buyer and willing-seller basis taking into consideration the adjusted net asset value of BP-TN as at 31 October 2020, the outstanding interest-free shareholder loan given to BP-TN as at the completion date of the agreement, the independent valuation of the property of S\$52.0 million¹⁷, as well as each Initial Fund Investor's own assessment of the valuation of the property. The 10Tukang Consideration shall be paid in cash to the Company or its nominees.

Following the completion of the 10Tukang SPA, BP-TN's shareholders will comprise the Company and Boustead Industrial Fund, with their shareholding interests in the proportion of 51.0% and 49.0% respectively.

(xii) Continental Building (Phases 1 & 2)

The property known as the Continental Building, located at 80 Boon Keng Road, Singapore 339780 ("**Continental Building**") is split into three separate phases. BP-CA Pte. Ltd. ("**BP-CA**") owns the 30-year leasehold interest (commencing on 1 April 2011, with an option to renew for a further 18 years and four months) in Phases 1 and 2 of the Continental Building ("**Continental Building P1 & P2**"). BP-CA will sell its entire leasehold interest in Continental Building P1 & P2 to the Fund Trustee, as well as assign or novate the existing lease in respect of Continental Building P1 & P2 to the Fund Trustee. BP-CA is a wholly-owned subsidiary of the Company.

The consideration for the sale of Continental Building P1 & P2 is S\$60.0 million (the "**Continental Building P1 & P2 Consideration**"), and was negotiated on a willing-buyer and willing-seller basis taking into consideration the independent valuation of the property of S\$53.5 million, as well as each Initial Fund Investor's own assessment of the valuation of the property. The Continental Building P1 & P2 Consideration shall be paid in cash to BP-CA or its nominees.

¹⁷ Based on a 100.0% interest in the property.

LETTER TO SHAREHOLDERS

(xiii) Continental Building (Phase 3)

BP-CA3 owns the 30-year leasehold interest (commencing 1 February 2017) in Phase 3 of the Continental Building, with its address at 84 Boon Keng Road, Singapore 339781 (“**Continental Building P3**”). BP-CA3 is a limited liability partnership, and its current partners are BP-CA and ASRE each holding equal partnership interests. Pursuant to a loan agreement dated 20 June 2017 entered into between ASRE and BP-CA3, ASRE provided an unsecured interest-free loan in the principal amount of S\$3.0 million to BP-CA3.

In connection with the Proposed Divestment, the Company has, through BP-CA, concurrently entered into (i) a sale and purchase agreement and deed of assignment with ASRE to acquire a 49.0% partnership interest and 49.0% of the interest-free partner’s loan in BP-CA3 from ASRE, and (ii) a sale and purchase agreement and deed of assignment with the Fund Trustee in respect of the sale to the Fund Trustee of a 49.0% partnership interest and 49.0% of the interest-free partner’s loan in BP-CA3 (the sale and purchase agreement with the Fund Trustee, as the same may be varied, amended, supplemented or restated from time to time, being the “**Continental Building P3 SPA**”).

The consideration for the sale of a 49.0% partnership interest and assignment of 49.0% of the interest-free partner’s loan in BP-CA3 (the “**BP-CA3 Pre-Completion Sale Interests**”) to BP-CA by ASRE is S\$8.4 million, and was negotiated on a willing-buyer and willing-seller basis taking into consideration the adjusted net assets of BP-CA3 as at 31 October 2020, the outstanding interest-free partner’s loan given to BP-CA3 as at the completion date of the agreement and the independent valuation of Continental Building P3 of S\$25.0 million¹⁸.

The consideration for the sale of a 49.0% partnership interest and assignment of 49.0% of the interest-free partner’s loan in BP-CA3 (the “**BP-CA3 Sale Interests**”) to the Fund Trustee by BP-CA pursuant to the Continental Building SPA is S\$8.4 million (the “**Continental Building P3 Consideration**”), which is the same consideration BP-CA paid to ASRE for the BP-CA3 Pre-Completion Sale Interests and takes into consideration the adjusted net assets of BP-CA3 as at 31 October 2020, the outstanding interest-free partner’s loan given to BP-CA3 as at the completion date of the agreement, the independent valuation of Continental Building P3 of S\$25.0 million as well as each Initial Fund Investor’s own assessment of the valuation of the property. The Continental Building Consideration P3 shall be paid in cash to BP-CA or their nominees (in respect of the share of partnership interests attributable to BP-CA), and ASRE or their nominees (in respect of the share of partnership interests attributable to ASRE). There would not be any net consideration payable by BP-CA for the initial purchase from ASRE of the BP-CA3 Pre-Completion Sale Interests, and subsequent sale to the Fund Trustee of the BP-CA3 Sale Interests. BP-CA is not expected to recognise any gain or loss on the purchase of the BP-CA3 Pre-Completion Sale Interests, and the subsequent sale of the BP-CA3 Sale Interests to the Fund Trustee.

Following the completion of the Continental Building P3 SPA, BP-CA3’s partners will comprise BP-CA, ASRE and Boustead Industrial Fund, with their partnership interests in the proportion of 50.0%, 1.0% and 49.0% respectively.

Certain additional information on the Initial Industrial Properties is set out in **Appendix A** to this Circular. The aggregate consideration of S\$497.3 million payable by Boustead Industrial Fund (which includes the purchase consideration for the Directly Held Properties (including the Bombardier Aerospace Tranche 2 Consideration), the purchase consideration for the Company’s interests in the SPVs, as well as land

¹⁸ Based on a 100.0% interest in the property.

LETTER TO SHAREHOLDERS

premiums and stamp duties payable in connection with the Proposed Divestment) will be paid by the proceeds of approximately S\$294.5 million raised in connection with the issuance of the Units and Notes to the Initial Fund Investors, as well as bank borrowings of approximately S\$212.2 million obtained by Boustead Industrial Fund. The balance S\$9.4 million raised by Boustead Industrial Fund is currently intended to be used by the Fund Manager for the estimated fees and costs incurred in connection with the establishment of Boustead Industrial Fund, and for general corporate and working capital requirements.

In connection with the acquisition of the Initial Industrial Properties, DBS Bank Ltd. (“**DBS**”) and United Overseas Bank Limited (“**UOB**”) have entered into a facilities agreement dated 31 December 2020 with the Company and the Fund Trustee, as the same may be varied, amended, supplemented or restated from time to time (the “**Facilities Agreement**”), to make available to the Fund Trustee banking facilities of up to the aggregate principal amount of S\$298.0 million comprising (i) three term loan facilities of up to S\$71.0 million each, (ii) a GST loan facility of up to S\$35.0 million, and (iii) a money market loan facility of up to S\$50.0 million, which shall be repaid over a period of up to five years, at an interest rate ranging from 1.06% to 1.36% above the prevailing swap offer rate per annum. Pursuant to the Facilities Agreement, a mortgage over the Directly Held Properties and 10Tukang has been granted in favour of UOB, as security agent. See Section 5.2(e) of this Circular for further details.

The Company is expected to recognise a gain on disposal of approximately S\$136.1 million¹⁹, being a net gain on the Proposed Divestment after deducting the professional and other fees and expenses in connection with the Proposed Transactions. Please refer to Section 7 of this Circular for the financial effects of the Proposed Divestment on the Group.

For completeness, in connection with the Proposed Divestment, the Fund Manager will be paid an acquisition fee in cash by the Fund Trustee, and Boustead Funds Management Pte. Ltd. will be paid a performance fee in cash by ASRE. The acquisition fee and performance fee payable shall be in line with market standards.

(b) **Transaction-Related Costs**

The Company will incur estimated professional and other fees and expenses of approximately S\$0.9 million in connection with the Proposed Transactions. The Company shall be reimbursed in respect of certain expenses incurred in connection with the organisation and establishment of Boustead Industrial Fund.

(c) **Use of Proceeds**

The Proposed Divestment is expected to raise gross proceeds of approximately S\$328.4 million²⁰. The Company will receive the funds on the date on which Boustead Industrial Fund completes the acquisition of the Initial Industrial properties and expects to use the gross proceeds as follows:

- (i) approximately S\$98.0 million to discharge the existing encumbrances over the Initial Industrial Properties;

¹⁹ For the purposes of determining this amount, it is assumed that completion of the Acquisitions Agreements and Ancillary Acquisition Agreements had respectively been completed on 30 September 2020, and includes the Bombardier Aerospace Tranche 2 Consideration but excludes gains from the BP-CA3 Subsequent Acquisition.

²⁰ For the purposes of determining the amount of gross proceeds, it is assumed that completion of the Acquisitions Agreements and Ancillary Acquisition Agreements had respectively been completed on 30 September 2020, excluding acquisition and performance fees, the Bombardier Aerospace Tranche 2 Consideration and the BP-CA3 Subsequent Acquisition.

LETTER TO SHAREHOLDERS

- (ii) approximately S\$0.9 million for the estimated professional and other fees and expenses (including valuation and legal fees) incurred or to be incurred by the Company in connection with the Proposed Transactions;
- (iii) approximately S\$72.7 million for the Proposed Subscription²¹; and
- (iv) approximately S\$19.6 million for associated taxes, rectification works, estimated aggregate Monthly Shortfall Amount and payment in relation to the Capital Top-Up Deed.

The balance of approximately S\$137.2 million is currently intended to be used by the Company to pursue its growth strategies by funding investments in its Principal Businesses, with the remaining amount to be used for general corporate and working capital requirements. The Board may also declare a special dividend out of the balance, which shall be subject to approval of the Shareholders and applicable laws and regulations. Shareholders should not place undue reliance on any expectation that any special dividend will be made, and Shareholders and other investors are advised to exercise caution when dealing in the Shares.

Pending deployment, the proceeds may be deposited with banks and/or financial institutions, or invested for any other purpose as the Company may, in its absolute discretion, deem fit.

(d) **Key Terms of the Acquisition Agreements**

The Company (through the relevant members of the Group) has entered into the following agreements in connection with the Proposed Divestment.

Call and Put Option Agreements

The Fund Trustee has entered into ten separate call and put option agreements dated 31 December 2020, as the same may be varied, amended, supplemented or restated from time to time (the “**Call and Put Option Agreements**”), with each of the Directly Held Property Vendors in respect of the acquisition of each of the Directly Held Properties by the Fund Trustee. The call and put option agreements will grant the Fund Trustee a call option to buy and the relevant Directly Held Property Vendor a put option to sell, which when exercised, would constitute a binding contract for the sale and purchase of the relevant Directly Held Property between the relevant Directly Held Property Vendor and the Fund Trustee, subject to the Purchase Conditions (as defined below). The call option or the put option (as the case may be) under each Call and Put Option Agreement is to be exercised collectively and concurrently. Pursuant to the terms of the Call and Put Option Agreements, the Fund Trustee shall pay an aggregate deposit of S\$2.1 million to the Directly Held Property Vendors (the “**Option Deposit**”), being equivalent to 0.5% of the aggregate purchase price (the “**Purchase Price**”) of the Directly Held Properties within three business days from the execution of the relevant Call and Put Option agreement. The sale and purchase of the Directly Held Properties, and the sale and purchase of the 49.0% interest in the SPVs are on a collective sale and purchase basis.

In the event any one or more of the Call and Put Option Agreements in respect of the Directly Held Properties is rescinded or terminated prior to the exercise of the call or put option, or the expiry of the call option period or put option period, the Fund Trustee or the Directly Held Property Vendor shall still be entitled to exercise the call or put options, as the case may be, in respect of the remaining Directly Held Properties (“**Remaining Properties**”) under the remaining Call and Put Option Agreements which have not been rescinded or terminated (the “**Remaining Call and Put Option Agreements**”), provided always that (i) the call or put option is exercised concurrently

²¹ For purposes of determining the amount for the Proposed Subscription, it is assumed that the subscription to fund the BP-CA3 Subsequent Acquisition and Bombardier Aerospace Tranche 2 Consideration are excluded

LETTER TO SHAREHOLDERS

together with the exercise of all the other call or put options under the Remaining Call and Put Option Agreements, (ii) the conditions precedent under such respective Remaining Call and Put Option Agreements have been fulfilled or waived in writing and (iii) the aggregate of the following does not fall below S\$400.0 million (the “**Agreed Value**”):

- the purchase price of the Remaining Properties; and
- (where any of the 10Tukang SPA, 11SAL SPA and Continental Building P3 SPA has not been rescinded or terminated prior to the exercise of the call or put option) 49.0% of the property value of the SPV Properties as determined based on a valuation report issued by an appointed valuer as at 30 November 2020 or as mutually agreed between the Fund Trustee and the relevant Directly Held Property Vendor.

In the event the aggregate purchase price of the above falls below the Agreed Value, the Directly Held Property Vendor shall pay the sum equivalent to 0.5% of the Purchase Price to the Fund Trustee, being the reimbursement of the transaction costs incurred by the Fund Trustee.

Each of the Call and Put Option Agreements is also conditional, among others, upon the following:

- the Directly Held Property Vendor having obtained certain approvals and confirmations from JTC Corporation relating to (i) the sale of the property to the Fund Trustee; (ii) the lease agreements with the existing tenants to be assigned or novated to the Fund Trustee, and (iii) there being no subsisting breach by the Directly Held Property Vendor of the head lease. The Company is seeking JTC Corporation’s approval for the land lease agreements of the Directly Held Properties to be assigned or novated (as the case may be) to the Fund Trustee, and in connection therewith, the Company has provided a confirmation to JTC Corporation that, for a period of ten years from the date of completion of assignment or novation (as the case may be) of all the land lease agreements of the Directly Held Properties, it will hold more than 50.0% of the shareholding interest in the Fund Manager, and that the Fund Manager is and will continue to be the fund manager of Boustead Industrial Fund. In addition, the Company has also confirmed to JTC Corporation that it or its wholly-owned subsidiary will maintain a minimum interest in a total number of Units and/or Notes amounting to S\$52.0 million (the “**Minimum Interest**”), for the period commencing the date on which the Company’s Minimum Interest is first acquired and/or subscribed and ending on 24 January 2024. In the event the Company breaches any of the aforementioned confirmations to JTC Corporation (the “**JTC Confirmations**”), JTC Corporation shall be entitled to take any necessary action, including a right of re-entry, in respect of the Directly Held Properties. In connection with the Company’s confirmation to JTC Corporation, the Company has also provided an undertaking to the Fund Trustee to indemnify the Fund Trustee for any loss or liabilities incurred or suffered by the Fund Trustee arising from or in connection with JTC Corporation’s exercise of its right to take any necessary action, including its right of re-entry, in respect of the Directly Held Properties arising from a breach by the Company of any of the JTC Confirmations;
- the Directly Held Property Vendor having completed, at its own cost and expense, certain agreed-upon rectification works identified by the Fund Trustee on the property to the reasonable satisfaction of the Fund Trustee; and
- the Fund Trustee entering into a loan agreement to secure the necessary financing to finance the acquisition of the Directly Held Property in accordance with the terms of the Purchase Conditions (as defined below), if required.

LETTER TO SHAREHOLDERS

In the event that any of the conditions precedent set out in the Call and Put Option Agreement is not fulfilled by the Directly Held Property Vendor, or there is a material uncured breach of any of representations and the warranties by the Directly Held Property Vendor in the Call and Put Option Agreement, the Fund Trustee may rescind or terminate the Call and Put Option Agreement before either the call option or put option is exercised, and upon such rescission or termination, the Directly Held Property Vendor shall refund the Option Deposit of the relevant Directly Held Property to the Fund Trustee, and pay to the Fund Trustee the sum equivalent to 0.5% of the Purchase Price of the relevant Directly Held Property, being the reimbursement of the transaction costs incurred by the Fund Trustee.

See **Appendix A** for further details on the Initial Industrial Properties.

Purchase Conditions

Upon the exercise of the call option or the put option in accordance with the terms of each Call and Put Option Agreements, the Fund Trustee will be deemed to have entered into a binding contract with each of the Directly Held Property Vendors containing additional conditions relating to the sale and purchase of the Directly Held Properties, as the same may be varied, amended, supplemented or restated from time to time (the “**Purchase Conditions**”). The principal terms of the Purchase Conditions include, among others, the following:

- if, after the date of the Call and Put Option Agreement and prior to the completion date (being no later than 30 April 2021 or (such other date as may be mutually agreed between the parties) (“**Completion**”), the Directly Held Property is damaged, but that damage does not amount to Material Damage or there is Material Damage and neither party elects to rescind or terminate the agreement, the Directly Held Property Vendor must at its own cost and expense and without unreasonable delay repair that damage. “**Material Damage**” means damage to or destruction of the Directly Held Property or any part thereof such that (i) the cost of reinstating the affected Directly Held Property or any part thereof to substantially the same state and condition before the event of damage or destruction is more than 5.0% of the Purchase Price and/or (ii) the loss of annual rental income from the Directly Held Property exceeds 15.0% of the annual rental income of the Directly Held Property before the event of damage or destruction; and
- the sale and purchase of the Directly Held Property shall be subject to the existing tenancies on the terms and conditions set forth thereunder. However, in the event that the Directly Held Property or any part thereof falls vacant on or before the date of Completion by reason of the existing tenancy agreements having been (i) terminated by effluxion of time or (ii) terminated by the Directly Held Property Vendor with the prior written consent of the Fund Trustee, the Fund Trustee shall accept vacant possession of the Directly Held Property or vacant possession of the part of the Directly Held Property to which the expired or terminated tenancy agreement relates.

Sale and Purchase Agreements

10Tukang SPA

The Fund Trustee has entered into the 10Tukang SPA with the Company in respect of the acquisition of a 49.0% interest in BP-TN for an aggregate purchase consideration of S\$26.4 million being the estimated amount of the adjusted net assets of BP-TN as at 31 October 2020, subject to further post completion adjustments based on the difference between the actual adjusted net assets of BP-TN as at the completion date of completion of the acquisition, and the estimated adjusted net assets of BP-TN as at 31 October 2020.

LETTER TO SHAREHOLDERS

Pursuant to the 10Tukang SPA, the Company shall (i) sell to the Fund Trustee the issued and fully-paid ordinary shares in the capital of BP-TN owned by the Company, representing 49.0% of the total number of issued shares in BP-TN; and (ii) assign 49.0% of the outstanding interest-free shareholder loan given to BP-TN as at the completion date of the agreement.

The 10Tukang SPA is conditional, among others, upon the following:

- the Company having completed, at its own cost and expense, certain agreed-upon rectification works identified by the Fund Trustee on the property to the reasonable satisfaction of the Fund Trustee;
- the Company having obtained the approval of its shareholders in respect of the sale of the Sale Shares and on the terms of the 10Tukang SPA; and
- the Company having obtained JTC Corporation's confirmation in writing that (a) there is no subsisting breach of the head lease for 10Tukang, and (b) that all terms and conditions contained in the head lease for 10Tukang have been performed and complied in all respects.

In connection with the 10Tukang SPA and the sale of its 49.0% interest in BP-TN to the Fund Trustee, the Company has executed a deed of guarantee in favour of MTU Asia Pte. Ltd. ("**MTU**"), the sole tenant of 10Tukang, guaranteeing that BP-TN will continue to perform its obligations under the terms of the lease agreements dated 25 October 2013 and 5 August 2020 (as supplemented from time to time) entered into between BP-TN and MTU.

11SAL SPA

The Fund Trustee has entered into the 11SAL SPA with the Company in respect of the acquisition of a 49.0% partnership interest in BP-SF Turbo for an aggregate purchase consideration of S\$2.7 million being the estimated amount of the adjusted net assets of BP-SF Turbo as at 31 October 2020, subject to further post completion adjustments based on the difference between the actual adjusted net assets of BP-SF Turbo as at the date of completion of the acquisition, and the estimated adjusted net assets of BP-SF Turbo as at 31 October 2020.

Pursuant to the 11SAL SPA, the Company shall (i) sell to the Fund Trustee its partnership interest in BP-SF Turbo, representing 49.0% of the aggregate partnership interest in BP-SF Turbo; and (ii) assign 49.0% of the outstanding interest-free partner's loan given to BP-SF Turbo as at the completion date of the agreement;

The 11SAL SPA is conditional, among others, upon the following

- the Company having completed, at its own cost and expense, certain agreed-upon rectification works identified by the Fund Trustee on the property to the reasonable satisfaction of the Fund Trustee;
- the Company having obtained the approval of its shareholders in respect of the sale of the Sale Shares and on the terms of the 11SAL SPA;
- the transfer of the BP-SF Pre-Completion Sale Interests by ASRE to the Company prior to completion of the 11SAL SPA (the "**BP-SF Turbo Pre-Completion Transfer**")
- the written consent of United Overseas Bank Limited for the intended change in the partnership interest of BP-SF Turbo as contemplated by the 11SAL SPA and the Pre-Completion Transfers, and in respect of the assignment of 49.0% of the interest free partner's loan as contemplated under the 11SAL SPA; and

LETTER TO SHAREHOLDERS

- the Company having obtained JTC Corporation's confirmation in writing that (a) there is no subsisting breach of the head lease for 11SAL, and (b) that all terms and conditions contained in the head lease for 11SAL have been performed and complied in all respects.

Continental Building P3 SPA

The Fund Trustee has entered into the Continental Building P3 SPA with the Company, through BP-CA, in respect of the acquisition of a 49.0% partnership interest in BP-CA3 for an aggregate purchase consideration of S\$8.4 million being the estimated amount of the adjusted net assets of BP-CA3 as at 31 October 2020, subject to further post completion adjustments based on the difference between the actual adjusted net assets of BP-CA3 as at the date of completion of the acquisition, and the estimated adjusted net assets of BP-CA3 as at 31 October 2020.

Pursuant to the Continental Building P3 SPA, BP-CA shall (i) sell to the Fund Trustee its partnership interest in BP-CA3, representing 49.0% of the aggregate partnership interest in BP-CA3; and (ii) assign 49.0% of the outstanding interest-free loan given to BP-CA3 as at the completion date of the agreement.

The Continental Building P3 SPA is conditional, among others, upon the following:

- BP-CA having completed, at its own cost and expense, certain agreed-upon rectification works identified by the Fund Trustee on the property to the reasonable satisfaction of the Fund Trustee;
- BP-CA having obtained the approval of its shareholders in respect of the sale of the Sale Shares and on the terms of the Continental Building P3 SPA;
- the transfer of the BP-CA3 Pre-Completion Sale Interests by ASRE to BP-CA prior to completion of the Continental Building P3 SPA (the "**BP-CA3 Pre-Completion Transfer**");
- the written consent of United Overseas Bank Limited for the intended change in the partnership interest of BP-CA3 as contemplated by the Continental Building P3 SPA and the Pre-Completion Transfers, and in respect of the assignment of 49.0% of the interest free partner's loan as contemplated under the Continental Building P3 SPA; and
- BP-CA having obtained JTC Corporation's confirmation in writing that (a) there is no subsisting breach of the head lease for Continental Building P3, and (b) that all terms and conditions contained in the head lease for Continental Building P3 have been performed and complied in all respects,

(the 10Tukang SPA, the 11SAL SPA and the Continental Building P3 SPA, as the same may be varied, amended, supplemented or restated from time to time, collectively, the "**Sale and Purchase Agreements**").

The principal terms of each of the Sale and Purchase Agreements are as follows:

- the sale and purchase of the Directly Held Properties, and the sale and purchase of the 49.0% interest in the SPVs are on a collective sale and purchase basis and are inter-conditional upon the other;
- if (i) for any reason any of the sale and purchase of the Directly Held Properties and any of the Sale and Purchase Agreements are not completed in accordance with the terms and conditions of the relevant agreements, the Fund Trustee may, subject to certain conditions, elect to either extend the completion date to another date or to proceed to complete the sale and purchase of all and not some of the remaining Sale and Purchase Agreements, together with the sale and purchase of

LETTER TO SHAREHOLDERS

all but not some of the remaining Directly Held Properties, which the Fund Trustee is ready, willing and able to complete, provided always that the aggregate of the following does not fall below the Agreed Value:

- (a) the purchase price of the remaining Directly Held Properties where such other Directly Held Property Vendor and the Fund Trustee are ready, willing and able to complete; and
- (b) (in respect of the other Sale and Purchase Agreements which the Company, ASRE and the Fund Trustee are ready, willing and able to complete) 49.0% of the property value of the other SPV Properties as determined based on a valuation report issued by an appointed valuer as at 30 November 2020 or as mutually agreed between the Fund Trustee and the relevant Directly Held Property Vendor.

In the event that any of the conditions precedent set out in the Sale and Purchase Agreements is not fulfilled or waived in accordance with the agreement, or if at any time prior to completion the Company is in material breach of any of the representations or warranties, or certain specified undertakings on the part of the Company in the Sale and Purchase Agreements has not been remedied in accordance therein, the Fund Trustee may, in its absolute discretion terminate the relevant Sale and Purchase Agreement by notice in writing.

(e) **Ancillary Acquisition Agreements**

In connection with the Proposed Divestment, the following agreements have also been entered into:

Pre-Completion Transfers

As ASRE and the Fund Trustee were unable to agree on certain commercial terms for the sale of ASRE's partnership interests in BP-CA3 and BP-SF Turbo (the "**ASRE Sale Interests**") to the Fund Trustee, the Company agreed to acquire the ASRE Sale Interests directly from ASRE, before selling the same to the Fund Trustee for the same purchase consideration, so as to facilitate the transfer of the ASRE Sale Interests from ASRE to the Fund Trustee for the purposes of the Proposed Divestment.

Accordingly, concurrently with the execution of the Continental Building P3 SPA and the 11SAL SPA, ASRE entered into separate sale and purchase agreements, as the same may be varied, amended, supplemented or restated from time to time (the "**Pre-Completion SPAs**"), with (i) BP-CA to transfer its 49.0% partnership interest in BP-CA3 to BP-CA, and (ii) the Company to transfer its 24.5% partnership interest in BP-SF Turbo to the Company.

Pursuant to the sale and purchase agreements, ASRE also entered into two separate deeds of assignment, as the same may be varied, amended, supplemented or restated from time to time, (i) to assign to BP-CA 49.0% of the outstanding interest-free partner's loans given to BP-CA3 (the "**BP-CA3 Transferred Loan**") and (ii) to assign to the Company the BP-SF Transferred Loan (collectively, the "**Transferred Loans**"). The aggregate purchase considerations for the sale of the BP-CA3 Pre-Completion Sale Interests and the BP-SF Pre-Completion Sale Interests are S\$8.4 million for BP-CA3 and S\$1.4 million for BP-SF Turbo, having taken into consideration the adjusted net assets of BP-CA3 and BP-SF Turbo as at 31 October 2020, the outstanding interest-free partner's loans given to BP-CA3 and BP-SF Turbo respectively as at the completion date of the agreement and the independent valuations of Continental Building P3 and 11SAL respectively. For the avoidance of doubt, the consideration for the sale of the Transferred Loans was the sum equal to the Transferred Loans. The completion of the Pre-Completion SPAs is, among others, conditional on:

LETTER TO SHAREHOLDERS

- concurrent completion of the Call and Put Option Agreements and the Sale and Purchase Agreements; and
- ASRE having obtained the approval of its shareholders in respect of the sale of the BP-CA3 Pre-Completion Sale Interests and the BP-SF Pre-Completion Sale Interests and on the terms of the Pre-Completion SPAs.

As the final consideration to be paid by the Fund Trustee for the ASRE Sale Interests falls short of ASRE's expected return on its initial investment in BP-CA3 and BP-SF Turbo (the "**Expected Price**") as a joint venture partner of the Company, the Company agreed to pay the difference in the Expected Price and the final consideration of the ASRE Sale Interests in the form of a lump sum top-up payment. In connection with the foregoing, the Company has executed a capital top-up deed, as the same may be varied, amended, supplemented or restated from time to time (the "**Capital Top-Up Deed**"), in favour of ASRE, whereby the Company has agreed to pay ASRE an aggregate amount of up to S\$3.6 million within an agreed period, subject to completion of the sale of the GSK building and/or Continental Building P3 SPA.

Deed of Rental Guarantee

In consideration of the Fund Trustee completing the sale and purchase of the Directly Held Properties, the Company has executed a deed of rental guarantee dated 31 December 2020, as the same may be varied, amended, supplemented or restated from time to time (the "**Deed of Rental Guarantee**"), in favour of the Fund Trustee to guarantee the Fund Trustee the receipt of a monthly rental income amount of not less than an agreed amount per month (the "**Guaranteed Rent Amount**") generated/to be generated from the lease in respect of Bombardier Aerospace, 10CNW, 12CNW, 16CNW, 26CNR, JCS, Continental Building P1 & P2, 85Tuas and 10Tukang (the "**Relevant Properties**") for the 12 months following the completion date of the Call and Put Option Agreements, the Purchase Conditions and the 10Tukang SPA (the "**Guarantee Period**"). The aggregate Guaranteed Rent Amount for the Relevant Properties is estimated to be S\$25.5 million and has been determined based on the prevailing rental amounts as set out in the existing tenancy agreements (taking into consideration the rent escalation provisions contained therein) for the Relevant Properties and the expected rental amounts to be received if the existing vacancies in the Relevant Properties are filled, for the duration of the Deed of Rental Guarantee. Based on known vacancies and contractual rent-free periods for the Relevant Properties as at 31 December 2020, the Company expects to pay an aggregate amount of S\$2.2 million as rental guarantee to the Fund Trustee.

The principal terms and conditions of the Deed of Rental Guarantee include, among others, that the Company shall make payment of the shortfall amount between the monthly rental or any part thereof (if any) received by the Fund Trustee and the Guaranteed Rent Amount (the "**Monthly Shortfall Amount**") within 30 days upon the receipt of such written demand by the Fund Trustee, provided always that the Fund Trustee may only call for payment of the Monthly Shortfall Amount if and only if:

- (a) (when the Relevant Property or any part thereof is tenanted as at the date of the Deed of Rental Guarantee or is tenanted or becomes tenanted after the date thereof or at any time during the Guarantee Period), (i) the Fund Trustee is not in receipt of the monthly rental (or any part thereof) from the relevant tenants under the respective occupant agreements novated/assigned to the Fund Trustee as at the completion of the sale and purchase of the Relevant Properties and any new occupation agreement entered into between the Fund Trustee and the new tenant during the Guarantee Period (the "**Occupation Agreements**") in respect of the Relevant Property including but not limited to any monthly rental (or any part thereof) not received by the Fund Trustee arising from or in connection with any rent free period, rent rebate or financial incentive(s) granted to the relevant tenants of the Relevant Property; and/or (ii) if the monthly rental is received or any part of the monthly rental is received by

LETTER TO SHAREHOLDERS

the Fund Trustee under the Occupation Agreements, such monthly rental or part of the monthly rental received is less than the Guaranteed Rent Amount;

- (b) (when the Relevant Property or any part thereof is vacant as at completion or becomes vacant at any time during the Guaranteed Period for whatever reason whatsoever), there is no monthly rental received or to be received by the Fund Trustee in respect of the Relevant Property or the untenanted part(s) of the Relevant Property and/or the aggregate monthly rental received by the Fund Trustee in respect of the tenanted part of the Relevant Property (if applicable) is less than the Guaranteed Rent Amount.

Agreements in relation to BP-SF Turbo, BP-TN and BP-CA3

BP-SF Turbo Limited Liability Partnership Agreement

Following completion of the 11SAL SPA, the partnership interests of each of the Company, ASRE and the Fund Trustee in BP-SF Turbo shall be 25.5%, 25.5% and 49.0% respectively.

With the addition of the Fund Trustee as a new partner, the Company, ASRE and the Fund Trustee (collectively, the “**BP-SF Turbo Partners**”) will enter into a limited liability partnership agreement, as the same may be varied, amended, supplemented or restated from time to time (the “**BP-SF Turbo LLPA**”), with BP-SF Turbo to regulate the relationship among the BP-SF LLP Partners and which supersedes the previous limited liability partnership agreement in respect of BP-SF Turbo.

BP-CA3 Limited Liability Partnership Agreement

Following completion of the Continental Building P3 SPA, the partnership interests of BP-CA, ASRE and the Fund Trustee in BP-CA3 shall be 50.0%, 1.0% and 49.0% respectively.

With the addition of the Fund Trustee as a new partner, BP-CA, ASRE and the Fund Trustee, (collectively, the “**BP-CA3 Partners**”) will enter into a limited liability partnership agreement, as the same may be varied, amended, supplemented or restated from time to time (the “**BP-CA3 LLPA**”), with BP-CA3 to regulate the relationship among the BP-CA3 LLP Partners and which supersedes the previous limited liability partnership agreement in respect of BP-CA3.

The principal terms of the BP-SF Turbo LLPA and the BP-CA3 LLPA (collectively, the “**LLPA**”) are substantially similar. Under the terms of each LLPA, a partners’ committee comprising representatives appointed by each of the BP-SF Turbo Partners and the BP-CA3 Partners (collectively, the “**LLP Partners**”) will be formed for the purposes of holding meetings and/or passing resolutions of the partners.

Matters which require unanimous approval by all the LLP Partners include:

- the creation of security (other than in the ordinary course of business), or transfer or disposal of any asset of BP-SF Turbo and/or BP-CA3;
- approval of asset enhancement and discretionary capital expenditure plans for 11SAL and/or Continental Building P3 other than as provided in the annual budget and/or the business plan;
- any changes or waiver of any material term of any tenancy; and
- appointment, removal or change of an asset manager and/or property manager.

Each LLPA also contains certain dispute resolution mechanisms intended to resolve any deadlock matters which may arise among the LLP Partners. In the event that a

LETTER TO SHAREHOLDERS

unanimous resolution of the LLP Partners cannot be obtained after a period of 60 days of such resolution first being table at a partners' committee meeting or after three or more successive attempts, whichever is the earlier, a deadlock shall be deemed to arise (the "**Deadlock Matter**"). For BP-SF Turbo only, any Deadlock Matter may be referred to the most senior member of management of the LLP Partners, and for BP-CA3 only, to the most senior member of management of BP-CA and the Fund Trustee only (collectively, the "**Senior Officers**"), who shall negotiate in good faith with each other and endeavour to resolve the matter expeditiously and amicably within 60 days. If the Deadlock Matter cannot be resolved by the Senior Officers, the matter may then be referred to mediation in accordance with the mediation procedures of the Singapore Mediation Centre.

Pursuant to the BP-SF Turbo LLPA, if no resolution can be reached among the LLP Partners within 60 days after referring the matter for mediation at the Singapore Mediation Centre, and if the Deadlock Matter relates to capital expenditure plans, tenancy agreements or the commencement of any litigation, the Company has agreed to purchase the Fund Trustee's partnership interests in BP-SF Turbo at a price equal to the prevailing adjusted net asset value of the Fund Trustee's partnership interest in the latest available management accounts of BP-SF Turbo.

Pursuant to the BP-CA3 LLPA, the Fund Trustee will be granted a call option to buy, and each of BP-CA and ASRE will be granted a put option to sell, all (and not some only) of BP-CA's and ASRE's ownership interest in BP-CA3 as at the option completion date (the "**Option Interests**"). The put and call option may be exercised at any time after the expiry of the BP-CA3 Assignment Prohibition Period. The purchase consideration for the Option Interests (the "**Option Purchase Price**") shall be based on the net asset value of BP-CA3 based on the market valuation of Continental Building P3 as at a date falling 10 Business Days before the date of exercise of the put or call option as determined by two independent property valuers and provided that the Option Purchase Price is not higher than an agreed value.

Shareholders' Agreement

Following completion of the 10Tukang SPA, the shareholding interests of the Company and the Fund Trustee in BP-TN shall be 51.0% and 49.0% respectively.

With the addition of the Fund Trustee as a new shareholder, the Company and the Fund Trustee (collectively, the "**BP-TN Shareholders**") will enter into a shareholders' agreement (the "**BP-TN Shareholders' Agreement**") with BP-TN to regulate the relationship between the BP-TN Shareholders. Under the terms of the BP-TN Shareholders' Agreement, a shareholders' committee comprising representatives appointed by each of the BP-TN Shareholders will be formed for the purposes of holding meetings and/or passing resolutions of BP-TN, including matters which require unanimous approval by both BP-TN Shareholders and similar to the LLPAs.

Joint Asset Management Agreement

In connection with the Proposed Divestment and following completion of the SPAs, each of BP-SF Turbo, BP-CA3 and BP-TN shall appoint Boustead Funds Management Pte. Ltd. and the Fund Manager (collectively, the "**Asset Managers**"), to provide BP-SF Turbo, BP-CA3 and BP-TN certain asset management services in respect of the SPV Properties, subject to the terms of a joint asset management agreement, as the same may be varied, amended, supplemented or restated from time to time (the "**Joint Asset Management Agreement**"). Such services include supervising and overseeing the management of the SPV Properties and implementing asset management strategies, leasing, capital expenditure, maintenance, insurance and setting rentals.

The Joint Asset Management Agreement shall commence on the date on which the agreement is signed and shall continue until terminated in accordance with the Joint Asset Management Agreement.

LETTER TO SHAREHOLDERS

In consideration of the Asset Managers' services, each of BP-SF Turbo, BP-CA3 and BP-TN will pay to the Asset Managers such fees on a quarterly basis and computed based on the gross asset value or net asset value of the relevant property under management.

Facilities Agreement

In connection with the acquisition of the Initial Industrial Properties, DBS and UOB have entered into the Facilities Agreement with the Company and the Fund Trustee to make available to the Fund Trustee banking facilities of up to the aggregate principal amount of S\$298.0 million comprising (i) three term loan facilities of up to S\$71.0 million each, (ii) a GST loan facility of up to S\$35.0 million, and (iii) a money market loan facility of up to S\$50.0 million, which shall be repaid over a period of up to five years, at an interest rate ranging from 1.06% to 1.36% above the prevailing swap offer rate per annum. Pursuant to the Facilities Agreement, a mortgage over the Directly Held Properties and 10Tukang has been granted in favour of UOB, as security agent.

The Facilities Agreement contains customary terms and conditions including the following:

- a customary facility fee on the amount prepaid is payable in the event of a voluntary prepayment by the Fund Trustee;
- upon a sale of any of the Directly Held Properties and/or 10Tukang, the Fund Trustee shall be subject to certain mandatory prepayment conditions, including applying the net sale proceeds of such sale towards prepayment of the term loans granted pursuant to the Facilities Agreement; and
- other mandatory prepayment events including (i) a compulsory acquisition or seizure of any of the Directly Held Properties and/or 10Tukang; and (ii) any breach of any of the leases entered into in respect of the Directly Held Properties and/or 10Tukang.

Agreements in relation to the Directly Held Properties

In connection with the Proposed Divestment, the Company (through the relevant members of the Group) will assign or novate to the Fund Trustee the relevant operational and administrative agreements in respect of the Initial Industrial Properties, including but not limited to tenancies, insurance policies and maintenance contracts, entered into in the ordinary course of business.

Property Management Agreement

In addition, given the change in ownership structure of the Initial Industrial Properties following the Proposed Divestment, the Fund Manager and the Fund Trustee will enter into a new property management agreement, as the same may be varied, amended, supplemented or restated from time to time (the "**Property Management Agreement**"), with a subsidiary of the Company (the "**Property Manager**"), to provide certain property management services in respect of the Initial Industrial Properties. The Property Management Agreement will replace the existing property management agreement entered into by the Company in respect of the Initial Industrial Properties.

The property management services which will be provided by the Property Manager include:

- preparing a business plan, annual budget and leasing strategy for each Initial Industrial Property under the supervision of the Property Manager; and

LETTER TO SHAREHOLDERS

- maintaining all tenancy records and collecting all rental income, leasing or advertising revenue, property management fees, utility expenses and all other income due from tenants of each Initial Industrial Property;

In consideration of the Property Manager providing its services, the Fund Trustee shall pay to the Property Manager an annual management fee computed based on the aggregate gross rent payable in respect of leases of all the properties held by Boustead Industrial Fund.

5.3 Relevant Loan Transaction

Pursuant to Section 163 of the Companies Act, it is a requirement that a company (other than an exempt private company) which wishes to provide for or enter into a loan, credit transaction, guarantee or security with a company or limited liability partnership in which a director or directors is or together are interested in 20.0% or more of the total voting power in the other company or limited liability partnership, obtain prior approval from its shareholders in general meeting for the making of, provision for or entering into the loan, credit transaction, guarantee or security (as the case may be). The following are nonetheless exempted from this requirement pursuant to Section 163(4) of the Companies Act: (i) anything done by a company where the other company is its subsidiary or holding company or a subsidiary of its holding company; or (ii) to a company, whose ordinary business includes the lending of money or the giving of the guarantees in connection with loans made by other persons, to anything done by the company in the ordinary course of that business if the activities of that company are regulated by any written law relating to banking, finance companies or insurance or are subject to supervision by the MAS.

Mr Wong Yu Wei, the Company's Deputy Chairman & Executive Director, is the son of Mr Wong Fong Fui, who holds a 72.03% deemed interest in the Company. Section 163(5) of the Companies Act provides that an interest of a member of a director's family shall be treated as the interest of the director. Accordingly, Mr Wong Yu Wei is deemed interested in Mr Wong Fong Fui's shareholding interests in the Company for the purposes of Section 163 of the Companies Act and, in turn, the various entities (including limited liability partnerships) in which the Company holds 20.0% or more of the total voting power (including BP-SF Turbo).

Pursuant to a loan agreement dated 23 February 2015 entered into between ASRE and BP-SF Turbo, ASRE provided an unsecured interest-free loan in the principal amount of S\$1.7 million to BP-SF Turbo. In connection with the Proposed Divestment, ASRE²² will assign to the Company the BP-SF Transferred Loan prior to the Company's transfer of its interests in BP-SF Turbo to the Fund Trustee (the "**Relevant Loan Transaction**"). The consideration payable by the Company in respect of the BP-SF Transferred Loan is equivalent to the current outstanding interest-free partners' loan given to BP-SF Turbo, being S\$0.8 million. Given that BP-SF Turbo²³ is a limited liability partnership in which Mr Wong Yu Wei is deemed interested in more than 20.0% of the total voting power under Section 163 of the Companies Act, the Relevant Loan Transaction constitutes a Restricted Transaction and accordingly, approval of the Shareholders is required in respect of the Relevant Loan Transaction.

Assignment of the BP-SF Transferred Loan

Prior to the execution of the 11SAL SPA, and in connection with the Pre-Completion SPAs, ASRE has entered into a deed of assignment dated 31 December 2020 with the Company under which ASRE will transfer to the Company 24.5% the interest-free partner's loan amounting to S\$0.8 million payable by BP-SF Turbo as at the date of completion of the 11SAL

²² ASRE, a Bermuda limited partnership, is the investment vehicle of a Middle-Eastern sovereign wealth fund, and currently holds a 70.0% interest in BP-Vista, and a 50.0% interest in each of BP-SF Turbo and BP-CA3.

²³ BP-SF Turbo is a limited liability partnership constituted under the laws of Singapore which the Company has 50.0% interests in. ASRE holds the remaining 50.0% interest in BP-SF Turbo. BP-RE and BP-CA3 are affiliates of BP-SF Turbo.

LETTER TO SHAREHOLDERS

SPA. BP-SF Turbo is a limited liability partnership and its current partners are the Company and ASRE each holding equal partnership interests.

See Section 5.2(e) for further details on the Pre-Completion SPAs and the 11SAL SPA.

6. MAJOR TRANSACTION PURSUANT TO CHAPTER 10 OF THE LISTING MANUAL

6.1 Chapter 10 of the Listing Manual governs the acquisition or disposal of assets, including options to acquire or dispose of assets, by the Company. Such transactions are classified into the following categories:

- (a) non-discloseable transactions;
- (b) discloseable transactions;
- (c) major transactions; and
- (d) very substantial acquisitions or reverse takeovers.

6.2 A proposed acquisition or divestment by the Company may fall into any of the categories set out in Section 6.1 above depending on the size of the relative figures computed on the following bases of comparison set out in Rule 1006 of the Listing Manual:

- (a) the NAV of the Company's interests in the assets to be disposed of, compared with the Group's NAV (this basis is not applicable to an acquisition of assets);
- (b) the net profits attributable to the Company's interests in the assets acquired or disposed of, compared with the Group's net profits;
- (c) the Company's interests in the aggregate value of the consideration given or received, compared with its market capitalisation; and
- (d) the number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue.

Where any of the relative figures computed on the bases set out above is 20.0% or more, the transaction is classified as a "major transaction" under Rule 1014 of the Listing Manual and would be subject to the approval of Shareholders, unless such transaction is in the ordinary course of the Company's business.

6.3 The relative figures computed on the relevant bases set out in Rule 1006 of the Listing Manual in relation to the Proposed Divestment and based on the Company's latest announced consolidated financial statements of the Group for 1H2021 are as follows:

Rule 1006	Bases	Company's Interests in the Properties (\$' million)	Group (\$' million)	Relative Figures (%)
(a)	NAV of the Company's interests in the Initial Industrial Properties as at 30 September 2020, compared with the Group's NAV as at 30 September 2020	31.5	292.2	10.8
(b)	Net profits based on the Company's interests in the Initial Industrial Properties for the six-months ended 30 September 2020, compared with the Group's net	5.6	(2.2)	254.5

LETTER TO SHAREHOLDERS

	profits/(losses) for the six-months ended 30 September 2020			
(c)	Consideration received for the Company's interests in the Initial Industrial Properties ⁽¹⁾ , compared with the Company's market capitalisation ⁽²⁾ as at 30 December 2020	328.4	252.2	130.2

Notes:

- (1) For the purposes of determining the amount of consideration received for the Company's interests in the Properties, it is assumed that the transactions contemplated under each of the Acquisition Agreements, excluding the Bombardier Aerospace Tranche 2 Consideration, had been completed on 30 September 2020. For the avoidance of doubt, as the BP-CA3 Subsequent Acquisition will only take place after the expiry of the BP-CA3 Assignment Prohibition Period, the amount of consideration received for the Company's remaining interests in Continental Building P3 is not included.
- (2) The Company's market capitalisation is based upon 311,319,340 Shares in issue and a share price of S\$0.81 per Share based on the weighted average price of Shares transacted on 30 December 2020, being the market day preceding the date on which the relevant agreements for the Proposed Transactions were entered into.

6.4 The relative figures computed on the relevant bases set out in Rule 1006 of the Listing Manual in relation to the Proposed Transactions, based on the Company's latest announced consolidated financial statements of the Group for 1H2021 are as follows:

Rule 1006	Bases	Company's Interests in the Properties net of Company's Interest in new Units / Securities (S\$' million)	Group (S\$' million)	Relative Figures (%)
(a)	NAV of the Company's interests in the Initial Industrial Properties as at 30 September 2020 less the NAV of retained interests of the Initial Industrial Properties, compared with the Group's NAV as at 30 September 2020	5.6	292.2	1.9
(b)	Net profits based on the Company's interests in the Initial Industrial Properties for the six-months ended 30 September 2020 less the net profits/(losses) attributable to the new Units/Notes to be acquired under the Proposed Subscription for the six-months ended 30 September 2020, compared with the Group's net profits/(losses) for the six-months ended 30 September 2020	4.5	(2.2)	204.5
(c)	Consideration received for the Company's interests in the Initial Industrial Properties ⁽¹⁾ less the consideration given for the new Units/Notes to be acquired under the Proposed Subscription, compared with the Company's market capitalisation ⁽²⁾ as at 30 December 2020	255.7	252.2	101.4

LETTER TO SHAREHOLDERS

Notes:

- (1) For the purposes of determining the amount of consideration received for the Company's interests in the Properties, it is assumed that the transactions contemplated under each of the Acquisition Agreements, excluding the Bombardier Aerospace Tranche 2 Consideration, had been completed on 30 September 2020. For the avoidance of doubt, as the BP-CA3 Subsequent Acquisition will only take place after the expiry of the BP-CA3 Assignment Prohibition Period, the amount of consideration received for the Company's remaining interests in Continental Building P3, and the Proposed BP-CA3 Subscription, are not included.
- (2) The Company's market capitalisation is based upon 311,319,340 Shares in issue and a share price of S\$0.81 per Share based on the weighted average price of Shares transacted on 30 December 2020, being the market day preceding the date on which the relevant agreements for the Proposed Transactions were entered into.

As the proposed acquisition of Units and Notes by the Company pursuant to the Proposed Subscription, and the divestment of the Initial Industrial Properties by the Company pursuant to the Proposed Divestment together exceed 20.0% of certain of the bases of comparison set out in Rule 1006 of the Listing Manual as indicated above, the Proposed Transactions are considered to be a major transaction for the Company as defined in Chapter 10 of the Listing Manual.

- 6.5 According to Rule 1020 of the Listing Manual, where an issuer, which had originally qualified for a listing of its securities under Chapter 2 of the Listing Manual, intends to set up an investment fund or undertake any business(es) in investment fund management, which in aggregate, exceeds 50% of the issuer's net asset value, the issuer must demonstrate to the SGX-ST that it satisfies the listing requirements for investment funds stipulated in Chapter 4 of the Listing Manual before it takes any steps to undertake such a business, whether through a transaction or a series of transactions.

Pursuant to submissions made to the SGX-ST, the SGX-ST has no objection to the Company's view that Rule 1020 of the Listing Manual does not apply to the Proposed Transactions.

- 6.6 **For the avoidance of doubt, the actual completion of the Proposed Transactions shall be conditional on the requisite regulatory approvals from JTC Corporation in respect of the transfer of interests in the Initial Industrial Properties being obtained. In the event that the requisite regulatory approvals from JTC Corporation in respect of the transfer of interests in the Initial Industrial Properties are not obtained, the Proposed Transactions will not occur.**

In the meantime, Shareholders are advised to refrain from taking any action in respect of their shares in the Company which may be prejudicial to their interests, and to exercise caution when dealing with shares in the Company.

For the avoidance of doubt, following the completion of the Proposed Divestment, the Group will continue to conduct its Principal Businesses, and there will be no change to the core business of the Group.

7. FINANCIAL EFFECTS

7.1 Bases and assumptions

The financial effects have been prepared for illustrative purposes only and they do not reflect the future actual financial position of the Group after the completion of the Proposed Transactions. The significant assumptions and bases are set out as follows:

- (a) for the purposes of determining the amount of the consideration payable for the Initial Industrial Properties, it is assumed that the full amount of the Bombardier Aerospace Tranche 2 Consideration is payable;
- (b) the Company will be subscribing for new Units and Notes comprising a 25.0% interest in Boustead Industrial Fund for the Proposed Initial Subscription; and

LETTER TO SHAREHOLDERS

- (c) the amount of the Consideration payable for the Properties does not include the amount of consideration to be received for the Company's remaining interests in Continental Building P3 pursuant to the BP-CA3 Subsequent Acquisition, and the Company's subscription of additional Units pursuant to the Proposed BP-CA3 Subscription is not included.

7.2 NTA⁽¹⁾⁽²⁾ per Share

Assuming the Proposed Transactions had been completed on 31 March 2020, the financial effects of the Proposed Transactions on the consolidated NTA of the Group as at 31 March 2020 are set out below.

	Before the Proposed Transactions	After the Proposed Transactions
NTA (S\$ 'million)	297.4	431.2
No. of issued Shares ('million)	310.7	310.7
NTA per Share (S\$)	0.957	1.388

Notes:

- (1) The effects of the Proposed Transactions on the NTA per Share are the same as those on the NAV per Share as the Company does not have any material intangible assets.
- (2) Does not take into consideration the Make-Whole Amount as the Company is of the view that the Make-Whole Amount would not have a material financial effect on the NTA per Share.

7.3 Earnings per Share

Assuming the Proposed Transactions had been completed on 1 April 2019, the financial effects of the Proposed Transactions on the consolidated earnings of the Group for the financial year ended 31 March 2020 are as follows:

	Before the Proposed Transactions	After the Proposed Transactions
Profit after tax attributable to shareholders of the Company (S\$ 'million)	22.2	142.4
Weighted average no. of Shares ('million)	310.7	310.7
Earnings ⁽¹⁾ per Share (cents)	7.2	45.8

Note:

- (1) Does not take into consideration the Make-Whole Amount as the Company is of the view that the Make-Whole Amount would not have a material financial effect on the Earnings per Share.

8. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

Based on the Company's register of interest of Directors and register of Substantial Shareholders respectively, as at the Latest Practicable Date, the interests of Directors and Substantial Shareholders of the Company in the Shares, are as follows:

	As at the Latest Practicable Date (No. of Shares)			As at the Latest Practicable Date (%) ⁽¹⁾
	Direct Interest	Deemed Interest	Total Interest	
<u>Directors</u>				
John Lim Kok Min	169,296	-	169,296	0.05
Wong Yu Wei (Huang Youwei) ⁽²⁾	113,135	717,800	830,935	0.27
Chu Kok Hong @ Choo Kok Hong ⁽³⁾	963,679	1,578	965,257	0.31

LETTER TO SHAREHOLDERS

Chong Lit Cheong	-	-	-	-
Yong Kwet Yew	-	-	-	-
Tam Chee Chong	-	-	-	-

Substantial Shareholders

Boustead Singapore Limited ⁽⁴⁾	163,861,009	-	163,861,009	52.63
Wong Fong Fui ⁽⁵⁾	-	224,242,603	224,242,603	72.03

Notes:

- (1) Based on 311,319,340 Shares in issue (excluding treasury shares and subsidiary holdings) as of the Latest Practicable Date.
- (2) Wong Yu Wei is deemed interested in 717,800 Shares, representing 0.23% of the total issued share capital of the Company, held through a nominee account jointly held by Wong Yu Wei and his spouse.
- (3) Chu Kok Hong @ Choo Kok Hong is deemed interested in 1,578 Shares, representing less than 0.01% of the total issued share capital of the Company, held through a nominee account.
- (4) In connection with the EGM, Boustead Singapore Limited has provided an undertaking to APSP and Metrobilt to vote in favour of Resolution 1 and Resolution 2, subject to compliance with applicable laws and regulations
- (5) Wong Fong Fui is deemed interested in 52,690,334 Shares, representing 16.92% of the total issued share capital of the Company, held through nominees. In addition, Wong Fong Fui, through his interest in not less than 20% of the issued share capital of the following entities, is also deemed interested in:
 - (i) 163,861,009 Shares (representing approximately 52.63%) held by Boustead Singapore Limited; and
 - (ii) 7,691,260 Shares (representing approximately 2.47%) held by Bright Assets Enterprises Limited.

Mr Wong Yu Wei has also been appointed as a non-executive director of the Fund Manager on 20 November 2019.

Mr Wong Yu Wei is the son of Mr Wong Fong Fui, who holds a 72.03% deemed interest in the Company. Section 163(5) of the Companies Act provides that an interest of a member of a director's family shall be treated as the interest of the director. Accordingly, notwithstanding the disclosure of interests above, Mr Wong Yu Wei is deemed interested in Mr Wong Fong Fui's shareholding interests in the Company for the purposes of Section 163 of the Companies Act and, in turn, the entity in which the Company holds 20.0% or more of the total voting power which is involved in the Relevant Loan Transaction (namely BP-SF Turbo). See Section 5.3 for further details on Mr Wong Yu Wei's interest in the Relevant Loan Transaction.

To the best knowledge of the Directors, save as disclosed in the foregoing and elsewhere in this Circular and other than through their respective shareholdings in the Company, none of the Directors and Substantial Shareholders has any interest, direct or indirect, in the Proposed Transactions.

9. SERVICE CONTRACTS

No person is proposed to be appointed as a director of the Company in connection with the Proposed Transactions and the Relevant Loan Transaction or any other transactions contemplated in connection with the Proposed Transactions and the Relevant Loan Transaction.

10. DIRECTORS' RECOMMENDATION

10.1 Proposed Transactions

After having considered the rationale for and benefits of the Proposed Transactions, the Directors are of the opinion that the Proposed Transactions are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the

LETTER TO SHAREHOLDERS

Shareholders to vote in favour of Resolution 1 relating to the Proposed Transactions as set out in the Notice of EGM.

10.2 Relevant Loan Transaction

The Directors (other than Mr Wong Yu Wei who has abstained from making a recommendation) are of the view that the Relevant Loan Transaction is in the best interests of the Company and the Shareholders as a whole and accordingly recommend the Shareholders to vote in favour of Resolution 2 relating to the Relevant Loan Transaction as set out in the Notice of EGM.

As each Shareholder would have different investment objectives and profiles, the Board recommends that any individual Shareholder who may require specific advice in relation to his investment portfolio consult his stockbroker, bank manager, solicitor, accountant, tax adviser or other professional advisers.

11. **ABSTENTION FROM VOTING**

Mr Wong Yu Wei, the Deputy Chairman & Executive Director of the Company, will abstain, and will procure that members of his immediate family (including his father, Mr Wong Fong Fui, a substantial shareholder of the Company) abstain from voting at the EGM on Resolution 2. For the avoidance of doubt, Mr Wong Yu Wei and the members of his immediate family shall also decline to accept any appointment as proxies for any Shareholder to vote in respect of Resolution 2 unless the Shareholder concerned shall have given instructions in his proxy form as to the manner in which the votes are to be cast in respect of such resolution. For the avoidance of doubt, Mr Wong Yu Wei and his immediate family can still vote at the EGM on Resolution 1.

12. **EXTRAORDINARY GENERAL MEETING**

The EGM, notice of which is set out in pages N-1 to N-4 of this Circular, will be convened and held by way of electronic means at 10.30 a.m. on Thursday, 25 February 2021 for the purpose of considering and, if thought fit, passing with or without modification Resolution 1 and Resolution 2 set out in the Notice of EGM. The purpose of this Circular is to provide Shareholders with relevant information about the resolutions. Approval by way of ordinary resolution is required in respect of the Proposed Transactions and the Relevant Loan Transaction. For the avoidance of doubt, Shareholders should note that Resolution 2 is conditional upon Resolution 1 being approved. In the event that Resolution 1 is not passed, the Company will not proceed with Resolution 2.

13. **ACTION TO BE TAKEN BY SHAREHOLDERS**

Printed copies of the Notice to EGM, Circular, Proxy Form and all documents relating to the business of the EGM will not be sent to Shareholders (the “**EGM Documents**”). The EGM Documents have been uploaded on the SGX-ST’s website at <https://www.sgx.com/securities/company-announcements>, and may also be accessed at the Company’s website at <https://www.bousteadprojects.com>.

Pursuant to the COVID-19 (Temporary Measures) (Alternative Arrangements for Meetings for Companies, Variable Capital Companies, Business Trusts, Unit Trusts and Debenture Holders) Order 2020 and the Joint Statement by Accounting and Corporate Regulatory Authority, Monetary Authority of Singapore and Singapore Exchange Regulation in relation to Guidance on the Conduct of General Meetings Amid Evolving COVID-19 Situation issued on 1 October 2020, which set out the alternative arrangements in respect of, *inter alia*, general meetings of companies, the EGM will be convened and held by way of electronic means on 10.30 a.m. on Thursday, 25 February 2021 and a Shareholder will not be able to attend the EGM in person. A Shareholder must appoint the Chairman of the EGM as his proxy to attend, speak and vote on his behalf at the EGM if such Shareholder wishes to exercise his voting rights at the EGM.

LETTER TO SHAREHOLDERS

A Shareholder must complete, sign and return the Proxy Form in accordance with the instructions printed thereon as soon as possible in the following manner:

- (a) if submitted by post, be lodged at the Company's Share Registrar's office at Boardroom Corporate & Advisory Services Pte Ltd, at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623; or
- (b) if submitted electronically, be submitted via email to srs.teame@boardroomlimited.com,

in either case, by no later than 10.30 a.m. on Tuesday, 23 February 2021, being 48 hours before the time fixed for the EGM.

Shareholders should read the notes in the Notice of Extraordinary General Meeting and the Proxy Form carefully.

A Depositor shall not be regarded as a shareholder of the Company entitled to attend the EGM and to speak and vote thereat unless his name appears on the Depository Register, as certified by CDP, as at 72 hours before the time fixed for the EGM.

14. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm, after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Proposed Transactions and the Relevant Loan Transaction, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading. Where information in this Circular 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 Circular in its proper form and context.

15. CONSENTS

CBRE Pte. Ltd. and TEHO Property Consultants Pte. Ltd., the Independent Valuers for the Properties, have each given and have not withdrawn its written consent to the issue of this Circular with the inclusion of its name and their respective Valuation Summaries, and all references thereto, in the form and context in which they are included in this Circular.

16. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of the Company at 82 Ubi Avenue 4, #07-01 Edward Boustead Centre, Singapore 408832 during normal business hours on any weekday (public holidays excepted) up to and including the date falling three months after the date of this Circular:

- (a) the Constitution of the Company;
- (b) the audited consolidated financial statements of the Group for the financial year ended 31 March 2020;
- (c) the Fund Establishment Documents;
- (d) the Subscription Agreements;
- (e) the Acquisition Agreements;

LETTER TO SHAREHOLDERS

- (f) the Pre-Completion SPAs; and
- (g) the full valuation reports on the Initial Industrial Properties prepared by CBRE Pte. Ltd. and TEHO Property Consultants Pte. Ltd.

In view of the movement restrictions pursuant to the COVID-19 (Temporary Measures) (Control Order) Regulations 2020, access to the registered office of the Company will be subject to restrictions. Shareholders who wish to inspect the above documents should submit their request at least three days prior via email to the Company at shirley.tay@boustead.sg. The Company will ensure that adequate safe distancing measures are put in place during such inspection.

Yours faithfully
BOUSTEAD PROJECTS LIMITED

Mr John Lim Kok Min
Chairman and Independent Non-Executive Director

APPENDIX A
CERTAIN INFORMATION ON THE INITIAL INDUSTRIAL PROPERTIES

The table below sets out certain information with respect to each of the Initial Industrial Properties.

Name of Property	Address	Property Description	Leasehold tenure	Lettable space (sqm)	Independent Valuation (S\$' mil)	Consideration for property ¹ (S\$' mil)	Company's effective interest in property prior to the Proposed Divestment	Company's effective interest in property to be sold in connection with the Proposed Divestment	Consideration to be received by the Company in connection with the Proposed Divestment (S\$' mil)
Edward Boustead Centre	82 Ubi Avenue 4 Singapore 408832	8-storey industrial development with carpark facilities.	30 years commencing on 5 April 2013	7,504	34.0	33.0	50.0%	50%	16.5
GSK Asia House and conservation bungalows	20-23 Rochester Park Singapore 139234	6-storey business park/office development with a semi-basement car park level and 3 ancillary conserved "Black & White" colonial bungalows	30 years commencing on 16 February 2015	12,666	146.5	144.8	30.0%	30%	43.4
10 Seletar Aerospace Heights Singapore 797546		Part single-storey/part 3-storey single-user industrial development	30 years commencing on 1 June 2012	6,146	21.0	22.2	100%	100%	22.2
10 Changi North Way Singapore 498740		4-storey light industrial building	24 years 4 months commencing on 16 September	11,939	26.2	27.0	100%	100%	27.0

APPENDIX A

CERTAIN INFORMATION ON THE INITIAL INDUSTRIAL PROPERTIES

		2010, with an option to renew for 30 years						
12 Changi North Way Singapore 498791	4-storey light industrial building	30 years commencing on 16 January 2005, with an option to renew for 30 years	20,608	43.2	38.4	100%	100%	38.4
16 Changi North Way Singapore 498772	5-storey light industrial building	27 years 4 months 15 days commencing on 1 September 2007, with an option to renew for 30 years	11,320	23.6	23.5	100%	100%	23.5
26 Changi North Rise Singapore 498756	2-storey integrated manufacturing and office facility	30 years commencing on 30 April 2010, with an option to renew for 30 years	6,000	13.1	13.0	100%	100%	13.0
16 Tampines Industrial Crescent Singapore 528604	3-storey single user industrial development	30 years commencing on 16 June 2012	20,020	40.0	39.3	100%	100%	39.3
85 Tuas South Avenue 1 Singapore 637419	2-storey single user industrial development	30 years commencing on 16 April 2007, with an option to	10,433	21.2	21.2	100%	100%	21.2

APPENDIX A

CERTAIN INFORMATION ON THE INITIAL INDUSTRIAL PROPERTIES

			renew for 23 years						
11 Seletar Aerospace Link Singapore 797554	3-storey industrial building with ancillary office	Leasehold of 30 years commencing on 24 April 2015	3,567	12.0	12.4	50%	24.5%	1.3 ⁽²⁾	
10 Tukang Innovation Drive Singapore 618302	1 block of part single-storey/part 2-storey service centre, 1 block of 8-storey office building and 1 block of 3-storey training centre	Leasehold of 30 years commencing on 1 November 2013	26,602	52.0	55.0	100%	49%	26.4 ⁽³⁾	
Continental Building	80 Boon Keng Road Singapore 339870	Phases 1 & 2: 7-storey R&D and technology centre for automotive technology Additional 6-storey R&D and technology centre adjoining Phase 3: 7-storey single-user light industrial building	Phases 1 & 2: 30 years commencing on 1 April 2011, with an option to renew for a further 18 years and three months Phase 3: 30 years commencing on 1 February 2017	Phases 1 & 2: 16,250 Phase 3: 11,151	Phases 1 & 2: 53.5 Phase 3: 25.0	Phases 1 & 2: 60 Phase 3: 30.1	Phases 1 & 2: 100% Phase 3: 50%	Phase 1 & 2: 100% Phase 3: 0%	Phase 1 & 2: 60.0 Phase 3: 0 ⁽⁴⁾
TOTAL			164,206	511.3	519.9	-		332.2	

Note:

- (1) The consideration agreed by the relevant parties for a 100% interest in the property.
- (2) The sale of the Company's interest in 11SAL is through the sale of a 49.0% partnership interest and assignment of 49.0% of the interest-free partner's loan in BP-SF Turbo by way of the 11SAL SPA. Prior to the 11SAL SPA, ASRE will sell a 24.5% partnership interest and assign 24.5% of the interest-free partner's loan in BP-SF Turbo to the Company. Following completion of the Proposed Divestment, the Company's direct interest in BP-SF Turbo will be 25.5%. Further details on the sale of the Company's interest in 11SAL can be found in the Circular under "*Details of the Proposed Transactions and Relevant Loan Transaction – The Proposed Divestment – Description of and consideration for the Initial Industrial Properties – 11 Seletar Aerospace Link*".
- (3) The sale of the Company's interest in 10Tukang is through the sale of a 49.0% partnership interest and assignment of 49.0% of the interest-free shareholder loan in BP-TN by way of the 10Tukang SPA. Following completion of the Proposed Divestment, the Company's direct interest in BP-TN will be 51.0%. Further details on the sale of the Company's interest in 11SAL can be found in the Circular under "*Details of the Proposed Transactions and Relevant Loan Transaction – The Proposed Divestment – Description of and consideration for the Initial Industrial Properties – 10 Tukang Innovation Drive*".
- (4) The sale of the Company's interest (via BP-CA) in Continental Building P3 is through the sale of a 49.0% partnership interest and assignment of 49.0% of the interest-free partner's loan in BP-CA3 by way of the BP-CA3 SPA. Prior to the BP-CA3 SPA, ASRE will sell a 49.0% partnership interest and assign 49.0% of the interest-free partner's loan in BP-CA3 to the Company (through BP-CA). Following completion of the Proposed Divestment, the Company's direct interest in BP-CA3 will be 50.0%. Further details on the sale of the Company's interest in 11SAL can be found in the Circular under "*Details of the Proposed Transactions and Relevant Loan Transaction – The Proposed Divestment – Description of and consideration for the Initial Industrial Properties – Continental Building (Phase 3)*".

Valuation Certificate

Property:	Edward Boustead Centre 82 Ubi Avenue 4 Singapore 408832										
Client:	Boustead Project Limited										
Purpose:	Divestment										
Interest Valued:	Leasehold for a term of 30 years commencing from 5 April 2013. Balance term of 22.3 years.										
Basis of Valuation:	Market Value subject to existing tenancies and occupational arrangements.										
Registered Lessee:	BP-Ubi Industrial Pte. Ltd.										
Land Area (sqm):	3,503.5										
Master Plan 2019:	"Business 1" with a plot ratio of 2.5										
Brief Description:	The property comprises an 8-storey single-user industrial building. The Temporary Occupation Permit (TOP) for the building was issued on 11 June 2014. The building is in fair condition and is reasonably maintained, having regard to its age and use.										
Tenancy Profile:	As currently leased, all tenancies in the property are in occupation under formal lease agreements. The property has an average weighted remaining lease term of 1.9 years.										
Annual Value:	\$2,781,300										
NLA (sqm):	7,503.8										
GFA (sqm):	8,758.8										
Valuation Approaches:	Capitalisation Approach, Discounted Cash Flow Analysis & Direct Comparison Method										
Date of Valuation:	30 November 2020										
Assessed Value:	\$34,000,000 (Thirty Four Million Dollars)	This valuation is exclusive of GST.									
Analysis:	<table border="0"> <tr> <td>Capitalisation Rate:</td> <td>6.00%</td> </tr> <tr> <td>Terminal Yield:</td> <td>6.25%</td> </tr> <tr> <td>IRR (10 years):</td> <td>7.75%</td> </tr> <tr> <td>Value psm of NLA:</td> <td>\$4,531</td> </tr> <tr> <td>Value psm of GFA:</td> <td>\$3,882</td> </tr> </table>	Capitalisation Rate:	6.00%	Terminal Yield:	6.25%	IRR (10 years):	7.75%	Value psm of NLA:	\$4,531	Value psm of GFA:	\$3,882
Capitalisation Rate:	6.00%										
Terminal Yield:	6.25%										
IRR (10 years):	7.75%										
Value psm of NLA:	\$4,531										
Value psm of GFA:	\$3,882										
Market Uncertainty:	Given the heightened uncertainty of COVID-19 outbreak, a higher degree of caution should be exercised when relying upon our valuation. Values, and incomes, may change more rapidly and significantly than during standard market conditions and we recommend that you keep the valuation of this property under frequent review.										
Assumptions, Disclaimers, Limitations & Qualifications	<i>This valuation report is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the valuation report which are made in conjunction with those included within the Assumptions, Qualifications, Limitations & Disclaimers section located within this report. Reliance on the valuation report and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.</i>										
Prepared By:	CBRE Pte. Ltd.										



Per: Png Poh Soon MSc (Real Est) MSISV
Appraiser's License No. AD041-2009900J
Executive Director - Valuation & Advisory Services



Lam Kwong Loke BSc (Real Est) Hons MSISV
Appraiser's License No. AD041-2009667D
Associate Director - Valuation & Advisory Services

VALUATION CERTIFICATE



Our Ref	:	20/CORP/DT3571/CK/YL
Property	:	23, 20, 21 and 22 Rochester Park GSK Asia House Singapore 139234/31/32/33
Valuation Prepared for	:	Boustead Project Limited c/o BP-Vista LLP
Purpose	:	To determine the market value of the subject property for divestment purpose
Legal Description	:	MK3 – 5204W
Tenure	:	Leasehold 30 years commencing from 16 February 2015
Land Area	:	12,854.6 sq m (Approximately 138,366 sq ft)
Gross Floor Area	:	14,236.96 sq m (Approximately 153,245 sq ft)
Net Lettable Area	:	12,666.37 sq m (Approximately 136,340 sq ft)
Master Plan 2019	:	Business Park – White (40%) with Plot Ratio of 1.2
Brief Description	:	The subject business park development comprises a 6-storey building with a basement carpark and 3 Black and White conservation bungalows. The buildings are constructed of reinforced concrete frame structure, in-fill plastered walls, reinforced concrete/tiled pitch roofs, reinforced concrete floors and staircases.
Date of T.O.P.	:	02 November 2016
Date of C.S.C.	:	30 August 2019
Valuation Approaches	:	Discounted Cash Flow Analysis and Capitalisation of Income Approach Discount Rate : 6.0% Terminal Yield : 5.5%
Date of Valuation	:	30 November 2020
Market Value	:	S\$146,500,000/- (Singapore Dollars One Hundred Forty-Six Million And Five Hundred Thousand Only)

Assumptions, Disclaimers, Limitations & Qualifications

This valuation certificate is provided subject to the assumptions, qualifications, limitations and disclaimers detailed in the full valuation report and the limiting conditions. This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer is independent and has no pecuniary interest that would conflict with the proper valuation of the property.

Prepared By:

Richard Tay
Senior Director, Valuation & Consultancy
BRE (Valuation), FSISV
(Licence No. AD041-2009476K)

Chien Yee Lian
Director, Valuation & Consultancy
B Sc (Est. Mgt.), MSISV
(Licence No. AD041-2005794A)

Valuation Certificate

Property:	10 Seletar Aerospace Heights Singapore 797546	
Client:	Boustead Project Limited	
Purpose:	Divestment	
Interest Valued:	Leasehold for a term of 30 years commencing from 1 June 2012. Balance term of 21.5 years.	
Basis of Valuation:	Market Value subject to existing tenancy and occupational arrangements.	
Registered Lessee:	BP-BBD Pte Ltd	
Land Area (sqm):	9,264.4	
Master Plan 2019:	"Business 2" with a plot ratio of 1.0	
Brief Description:	The Property is a part 1-storey/part 3-storey single-user industrial building. We were informed that Temporary Occupation Permit (T.O.P) was issued on 9 June 2013. The building is in fair condition and is reasonably maintained, having regard to its age and use.	
Tenancy Profile:	The property is currently leased to a single tenant for 29 years commencing on 9 July 2013.	
Lease Condition:	The lease is subject to a fixed annual rental escalation of 1.5%. We understand that the tenant is responsible for payment of annual land rent, property tax and maintenance.	
NLA (sqm):	6,146.0	
GFA (sqm):	6,290.2	
Valuation Approaches:	Capitalisation Approach, Discounted Cash Flow Analysis & Direct Comparison Method	
Date of Valuation:	30 November 2020	
Assessed Value:	\$21,000,000 (Twenty One Million Dollars)	This valuation is exclusive of GST.
Analysis:		
Capitalisation Rate:	6.25%	
Terminal Yield:	6.50%	
IRR (10 years):	7.75%	
Value psm of NLA:	\$3,417	
Value psm of GFA:	\$3,339	
Market Uncertainty:	<i>Given the heightened uncertainty of COVID-19 outbreak, a higher degree of caution should be exercised when relying upon our valuation. Values, and incomes, may change more rapidly and significantly than during standard market conditions and we recommend that you keep the valuation of this property under frequent review.</i>	
Assumptions, Disclaimers, Limitations & Qualifications	<i>This valuation report is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the valuation report which are made in conjunction with those included within the Assumptions, Qualifications, Limitations & Disclaimers section located within this report. Reliance on the valuation report and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.</i>	
Prepared By:	CBRE Pte. Ltd.	



Per: Png Poh Soon MSc (Real Est) MSISV
Appraiser's License No. AD041-2009900J
Executive Director - Valuation & Advisory Services



Lam Kwong Loke BSc (Real Est) Hons MSISV
Appraiser's License No. AD041-2009667D
Associate Director - Valuation & Advisory Services

Valuation Certificate

Property: 10 Changi North Way
Singapore 498740

Client: Boustead Project Limited

Purpose: Divestment

Interest Valued: Leasehold for a term of 24 years 4 months +30 years commencing from 16 September 2010. Balance term of 44.1 years.

Basis of Valuation: Market Value subject to existing tenancies and occupational arrangements.

Registered Lessee: CN Logistics Pte Ltd

Land Area (sqm): 7,511.7

Master Plan 2019: "Business 2" with a plot ratio of 1.6

Brief Description:

The property comprises a 4-storey light industrial building which is connected to another 4 storey ramp up light industrial building located at 12 Changi North Way (belonging to the same owner) and shares a common vehicular access. The Temporary Occupation Permit (TOP) for the building was issued on 4 August 2011.

The building is in average condition and is reasonably maintained, having regard to its age and use.

Tenancy Profile: As currently leased, all tenancies in the property are in occupation under formal lease agreements. The property has an average weighted remaining lease term of 11 years. By August 2021, the property will be leased to a single tenant.

Annual Land Rent (pa): \$168,569

Annual Value: \$1,928,000

NLA (sqm): 11,938.5

GFA (sqm): 12,019.2

Valuation Approaches: Capitalisation Approach, Discounted Cash Flow Analysis & Direct Comparison Method

Date of Valuation: 30 November 2020

Assessed Value: \$26,200,000
(Twenty Six Million And Two Hundred Thousand Dollars)

This valuation is exclusive of GST.

Analysis:

Capitalisation Rate: 6.00%

Terminal Yield: 6.25%

IRR (10 years): 7.75%

Value psm of NLA: \$2,195

Value psm of GFA: \$2,180

Market Uncertainty: Given the heightened uncertainty of COVID-19 outbreak, a higher degree of caution should be exercised when relying upon our valuation. Values, and incomes, may change more rapidly and significantly than during standard market conditions and we recommend that you keep the valuation of this property under frequent review.

Assumptions, Disclaimers, Limitations & Qualifications

This valuation report is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the valuation report which are made in conjunction with those included within the Assumptions, Qualifications, Limitations & Disclaimers section located within this report. Reliance on the valuation report and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.

Prepared By: CBRE Pte. Ltd.



Per: Png Poh Soon MSc (Real Est) MSISV
Appraiser's License No. AD041-2009900J
Executive Director - Valuation & Advisory Services



Rachel Lim Bsc (Est Mgt) Hons MSISV
Appraiser's License No. AD041-2007447K
Director - Valuation & Advisory Services



Valuation Certificate

Property: 12 Changi North Way
Singapore 498791

Client: Boustead Project Limited

Purpose: Divestment

Interest Valued: Leasehold for a term of 30 +30 years commencing from 16 January 2005.
Balance term of 44.1 years.

Basis of Valuation: Market Value subject to existing tenancies and occupational arrangements.



Registered Lessee: CN Logistics Pte Ltd

Land Area (sqm): 16,617.7

Master Plan 2019: "Business 2" with a plot ratio of 1.6

Brief Description: The property is a purpose-built 4-storey light industrial building with a vehicular ramp-up to the 3rd storey. The building was completed circa 2005. It is connected to the adjacent 4-storey ramp-up light industrial building located at 10 Changi North Way and 5-storey light industrial building located at 16 Changi North Way, and share common vehicular access.

The building is in average condition and is reasonably maintained, having regard to its age and use.

Tenancy Profile: As currently leased, 6 of the 9 tenancies in the property are in occupation under formal lease agreements with 3 currently vacant. The leased portion of the property has an average weighted remaining lease term of 1.9 years.

Annual Land Rent (pa): \$372,901

Annual Value: \$3,488,700

NLA (sqm): 20,608.0

GFA (sqm): 23,881.4

Valuation Approaches: Capitalisation Approach, Discounted Cash Flow Analysis & Direct Comparison Method

Date of Valuation: 30 November 2020

Assessed Value: \$43,200,000
(Forty Three Million And Two Hundred Thousand Dollars)

This valuation is exclusive of GST.

Analysis:

Capitalisation Rate: 6.00%

Terminal Yield: 6.25%

IRR (10 years): 7.75%

Value psm of NLA: \$2,096

Value psm of GFA: \$1,809

Market Uncertainty: Given the heightened uncertainty of COVID-19 outbreak, a higher degree of caution should be exercised when relying upon our valuation. Values, and incomes, may change more rapidly and significantly than during standard market conditions and we recommend that you keep the valuation of this property under frequent review.

Assumptions, Disclaimers, Limitations & Qualifications

This valuation report is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the valuation report which are made in conjunction with those included within the Assumptions, Qualifications, Limitations & Disclaimers section located within this report. Reliance on the valuation report and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.

Prepared By: CBRE Pte. Ltd.

Per: Png Poh Soon MSc (Real Est) MSISV
Appraiser's License No. AD041-2009900J
Executive Director - Valuation & Advisory Services

Rachel Lim Bsc (Est Mgt) Hons MSISV
Appraiser's License No. AD041-2007447K
Director - Valuation & Advisory Services

Valuation Certificate

Property:	16 Changi North Way Singapore 498772	
Client:	Boustead Project Limited	
Purpose:	Divestment	
Interest Valued:	Leasehold for a term of 30+27 yrs 4 mths 15 days years commencing from 1 September 2007. Balance term of 44.1 years.	
Basis of Valuation:	Market Value subject to existing tenancy and occupational arrangements.	
Registered Lessee:	CN Logistics Pte Ltd	
Land Area (sqm):	7,034.6	
Master Plan 2019:	Business 2 with Plot Ratio 1.6	
Brief Description:	The Property is a purpose-built 5-storey light industrial building which is connected to another 4-storey light industrial building which belongs to the same owner. The vehicular access to the upper levels of the Property is via the driveway of the 4-storey light industrial building located at 12 Changi North Way. The Property was completed circa August 2008. The building is in average condition and is reasonably maintained, having regard to its age and use.	
Tenancy Profile:	The property is leased to Panalpina World Transport as Master Lessee for a period of 5 years commencing from 29 July 2018.	
Lease Condition:	The gross rent payable is \$143253 per month. The Master Lessee is responsible for utilities, maintenance & repair and cleaning.	
Annual Land Rent (pa):	\$157,865	
Annual Value:	\$1,682,000	
NLA (sqm):	11,320.2	
GFA (sqm):	11,320.2	
Valuation Approaches:	Capitalisation Approach, Discounted Cash Flow Analysis & Direct Comparison Method	
Date of Valuation:	30 November 2020	
Assessed Value:	\$23,600,000 (Twenty Three Million And Six Hundred Thousand Dollars)	This valuation is exclusive of GST.
Analysis:		
Capitalisation Rate:	6.00%	
Terminal Yield:	6.25%	
IRR (10 years):	7.75%	
Value psm of NLA:	\$2,085	
Value psm of GFA:	\$2,085	
Market Uncertainty:	Given the heightened uncertainty of COVID-19 outbreak, a higher degree of caution should be exercised when relying upon our valuation. Values, and incomes, may change more rapidly and significantly than during standard market conditions and we recommend that you keep the valuation of this property under frequent review.	
Assumptions, Disclaimers, Limitations & Qualifications	<i>This valuation report is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the valuation report which are made in conjunction with those included within the Assumptions, Qualifications, Limitations & Disclaimers section located within this report. Reliance on the valuation report and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.</i>	
Prepared By:	CBRE Pte. Ltd.	
		
Per:	Png Poh Soon MSc (Real Est) MSISV Appraiser's License No. AD041-2009900J Executive Director - Valuation & Advisory Services	Rachel Lim Bsc (Est Mgt) Hons MSISV Appraiser's License No. AD041-2007447K Director - Valuation & Advisory Services

Valuation Certificate

Property:	26 Changi North Rise Singapore 498756	
Client:	Boustead Project Limited	
Purpose:	Divestment	
Interest Valued:	Leasehold for a term of 30 + 30 years commencing from 30-4-2010. Balance term of 49.4 years.	
Basis of Valuation:	Market Value subject to existing tenancy and occupational arrangements.	
Registered Lessee:	BP-SFN Pte Ltd	
Land Area (sqm):	6,799.6	
Master Plan 2019:	"Business 2" with a plot ratio of 1.6	
Brief Description:	The property is a 2-storey single user industrial building. The property accommodates warehouse, production and ancillary office areas. Loading/unloading bays, lorry and car parking lots are provided within the development. The Temporary Occupation Permit (TOP) and Certificate of Statutory Completion were issued on 7 February 2011 and 31 October 2011 respectively. The building is in an average condition and is well-maintained, having regard to its age and use.	
Tenancy Profile:	The property is currently leased to Safran Electronics & Defense Services Asia Pte Ltd as Master Lessee for a period of 6 years commencing 7 February 2020.	
Lease Condition:	The gross rent payable is \$96,488 per month. The Master Lessee is responsible for utilities, maintenance & repair and cleaning.	
Annual Land Rent (pa):	\$151,232	
Annual Value:	\$1,163,000	
NLA (sqm)	6,000.1	
GFA (sqm)	6,000.1	
Valuation Approaches:	Capitalisation Approach, Discounted Cash Flow Analysis & Direct Comparison Method	
Date of Valuation:	30 November 2020	
Assessed Value:	\$13,100,000 (Thirteen Million And One Hundred Thousand Dollars)	This valuation is exclusive of GST.
Analysis:	Capitalisation Rate: 6.00%	
	Terminal Cap: 6.25%	
	IRR (10 years): 7.75%	
	Value psm of NLA: \$2,183	
	Value psm of GFA: \$2,183	
Market Uncertainty:	Given the heightened uncertainty of COVID-19 outbreak, a higher degree of caution should be exercised when relying upon our valuation. Values, and incomes, may change more rapidly and significantly than during standard market conditions and we recommend that you keep the valuation of this property under frequent review.	
Assumptions, Disclaimers, Limitations & Qualifications	<i>This valuation report is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the valuation report which are made in conjunction with those included within the Assumptions, Qualifications, Limitations & Disclaimers section located within this report. Reliance on the valuation report and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.</i>	

Prepared By: CBRE PTE. LTD



Per: Png Poh Soon MSc (Real Est) MSISV
Appraiser's License No. AD041-2009900J
Executive Director - Valuation & Advisory Services



Rachel Lim Bsc (Est Mgt) Hons MSISV
Appraiser's License No. AD041-2007447K
Director - Valuation & Advisory Services

Valuation Certificate

Property:	16 Tampines Industrial Crescent Singapore 528604	
Client:	Boustead Project Limited	
Purpose:	Divestment	
Interest Valued:	Leasehold for a term of 30 years commencing from 16-6-2012. Balance term 21.54 years.	
Basis of Valuation:	Market Value subject to existing tenancy and occupational arrangements.	
Registered Lessee:	BP-JCS Pte. Ltd.	
Land Area:	14,300.0 square metres	
Master Plan 2019:	"Business 2" with a plot ratio of 1.4	
Brief Description:	The property is a 3-storey industrial building which has obtained its Temporary Occupation Permit (TOP) on 30 April 2013. The building is in average condition and is well-maintained, having regard to its age and use.	
Tenancy Profile:	Leased to Jabil (Singapore) Pte. Ltd. for a period of 6 years commencing on 30 April 2019 and expiring on 29 April 2025 with an option to renew for another 6 years.	
Lease Condition:	The gross rent is \$355,566 per month. The Master Lessee is responsible for utilities, maintenance & repair and cleaning.	
Annual Land Rent (pa):	\$317,889	
Annual Value:	\$3,491,000	
NLA (sqm):	20,020.2	
GFA (sqm):	20,020.2	
Valuation Approaches:	Capitalisation Approach, Discounted Cash Flow Analysis & Direct Comparison Method	
Date of Valuation:	30 November 2020	
Assessed Value:	\$40,000,000 (Forty Million Dollars)	This valuation is exclusive of GST.
Analysis:		
Capitalisation Rate:	6.25%	
Terminal Yield:	6.50%	
IRR (10 years):	7.75%	
Value psm of NLA:	\$1,998	
Value psm of GFA:	\$1,998	
Market Uncertainty:	Given the heightened uncertainty of COVID-19 outbreak, a higher degree of caution should be exercised when relying upon our valuation. Values, and incomes, may change more rapidly and significantly than during standard market conditions and we recommend that you keep the valuation of this property under frequent review.	
Assumptions, Disclaimers, Limitations & Qualifications	<i>This valuation report is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the valuation report which are made in conjunction with those included within the Assumptions, Qualifications, Limitations & Disclaimers section located within this report. Reliance on the valuation report and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.</i>	
Prepared By:	CBRE Pte. Ltd.	



Per: Png Poh Soon MSc (Real Est) MSISV
Appraiser's License No. AD041-2009900J
Executive Director - Valuation & Advisory Services



Rachel Lim Bsc (Est Mgt) Hons MSISV
Appraiser's License No. AD041-2007447K
Director - Valuation & Advisory Services

Valuation Certificate

Property:	85 Tuas South Avenue 1 Singapore 637419	
Client:	Boustead Project Limited	
Purpose:	Divestment	
Interest Valued:	Leasehold for a term of 30+23 years commencing on 16 April 2007. Balance term is 39.4 years.	
Basis of Valuation:	Market Value	
Registered Owner:	BP-Tuas 1 Pte. Ltd.	
Land Area:	14,661.5 square metres	
Master Plan 2019:	"Business 2" with a plot ratio of 1.4	
Brief Description:	The property comprises a 2-storey light industrial building. The Temporary Occupation Permit (TOP) for the building was issued on circa January 2008. Surface and covered car parking lots are provided within the property.	
Tenancy Profile:	The building is leased by Cummins Sales and Service Singapore Pte Ltd as Head Lessee for a period of 10 years 1 month 26 days commencing on 13 June 2019, with options to renew for another two terms of 5 years each.	
Lease Condition:	The Head Lease is subject to annual rental escalations of approximately 1.5% for Year 2 & Year 3; 1.8% for Year 4 & Year 5; and 2% for Year 6 to Year 10. Current contracted rent (Year 2) is S\$1,408,823 per annum. The tenant is required to pay all outgoing expenses including internal and external property maintenance, landscaping, utility costs, repairs and maintenance, security, insurance against public liability, JTC land rent and property tax but excluding building insurance, costs and expenses of all repairs of a structural nature and lease management fees.	
Annual Land Rent:	\$190,160 (borne by Head Lessee)	
Annual Value:	\$1,543,000 (borne by Head Lessee)	
NLA (sqm):	10,432.8	
GFA (sqm):	10,432.8	
Valuation Approaches:	Capitalisation Approach, Discounted Cash Flow Analysis & Direct Comparison Method	
Date of Valuation:	30 November 2020	
Assessed Value:	\$21,200,000 (Twenty One Million Two Hundred Thousand Dollars)	This valuation is exclusive of GST.
Analysis:		
Capitalisation Rate:	6.00%	
Terminal Cap:	6.25%	
IRR (10 years):	7.75%	
Value psm of NLA:	\$2,032	
Value psm of GFA:	\$2,032	
Market Uncertainty:	Given the heightened uncertainty of COVID-19 outbreak, a higher degree of caution should be exercised when relying upon our valuation. Values, and incomes, may change more rapidly and significantly than during standard market conditions and we recommend that you keep the valuation of this property under frequent review.	
Assumptions, Disclaimers, Limitations & Qualifications	<i>This valuation report is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout this report which are made in conjunction with those included within the Assumptions, Qualifications, Limitations & Disclaimers section located within this report. Reliance on this report and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.</i>	
Prepared By:	CBRE Pte. Ltd.	

Per: 
Png Poh Soon MSc (Real Est) MSISV
Appraiser's License No. AD041-2009900J
Executive Director - Valuation & Advisory Services


Phang Siew Ling BSc (Real Est) Hons MSISV
Appraiser's License No. AD041-2009650J
Associate Director - Valuation & Advisory Services

Valuation Certificate

Property:	11 Seletar Aerospace Link Singapore 797554	
Client:	Boustead Project Limited	
Purpose:	Divestment	
Interest Valued:	Leasehold for a term of 30+30 years commencing from 24 April 2015. Balance term of 24.4 years.	
Basis of Valuation:	Market Value subject to existing tenancy and occupational arrangements.	
Registered Owner:	BP-SF Turbo LLP	
Land Area (sqm):	4,000.0	
Master Plan 2019:	"Business 2" with a plot ratio of 1.0	
Brief Description:	<p>The Property is a 3-storey single-user industrial building. We were informed that Temporary Occupation Permit (T.O.P) was issued on 17 December 2015 and Certificate of Statutory Completion was issued on 7 December 2016.</p> <p>The building is in fair condition and is reasonably maintained, having regard to its age and use.</p>	
Tenancy Profile:	The property is currently leased to a single tenant for 14 years commencing on 27 December 2016.	
Lease Condition:	The lease is subject to a fixed annual escalation of 2.5%. We understand that the landlord is responsible for payment of annual land rent and property tax whilst the tenant is responsible for maintenance.	
Annual Land Rent (pa):	\$56,160	
Annual Value:	\$1,100,000	
NLA (sqm):	3,566.6	
GFA (sqm):	3,566.6	
Valuation Approaches:	Capitalisation Approach, Discounted Cash Flow Analysis & Direct Comparison Method	
Date of Valuation:	30 November 2020	
Assessed Value:	\$12,000,000 (Twelve Million Dollars)	This valuation is exclusive of GST.
Analysis:	<p>Capitalisation Rate: 6.25%</p> <p>Terminal Cap: 6.50%</p> <p>IRR (10 years): 7.75%</p> <p>Value psm of NLA: \$3,365</p> <p>Value psm of GFA: \$3,365</p>	
Market Uncertainty:	<p><i>Given the heightened uncertainty of COVID-19 outbreak, a higher degree of caution should be exercised when relying upon our valuation. Values, and incomes, may change more rapidly and significantly than during standard market conditions and we recommend that you keep the valuation of this property under frequent review.</i></p>	
Assumptions, Disclaimers, Limitations & Qualifications	<p><i>This valuation report is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the valuation report which are made in conjunction with those included within the Assumptions, Qualifications, Limitations & Disclaimers section located within this report. Reliance on the valuation report and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.</i></p>	
Prepared By:	CBRE Pte. Ltd.	



Per: Png Poh Soon MSc (Real Est) MSISV
Appraiser's License No. AD041-2009900J
Executive Director - Valuation & Advisory Services

Lam Kwong Loke BSc (Real Est) Hons MSISV
Appraiser's License No. AD041-2009667D
Associate Director - Valuation & Advisory Services

Valuation Certificate

Property:	10 Tukang Innovation Drive Singapore 618302	
Client:	Boustead Project Limited	
Purpose:	Divestment	
Interest Valued:	Leasehold for a term of 30 years commencing on 1 November 2013. Balance term is 22.9 years.	
Basis of Valuation:	Market Value	
Registered Owner:	BP-TN Pte. Ltd.	
Land Area:	17,525.0 square metres	
Master Plan 2019:	"Business 2" with a plot ratio of 2.5	
Brief Description:	The property is a single-user industrial development comprising a block of part 1-storey/part 2-storey service centre, a block of 3-storey training centre and a block of 8-storey office building. The Temporary Occupation Permit (TOP) for the building was issued on 17 December 2014. The Certificate of Statutory Completion (CSC) was issued on 28 December 2017 for 2 nos of metal containers and equipment platform. Car, motorcycle and bicycle parking lots are provided within the property. The building is in good condition and is reasonably maintained, having regard to its age and use.	
Tenancy Profile:	The building is leased by MTU Asia Pte Ltd as Head Lessee for a period of 15 years commencing on 18 July 2015.	
Lease Condition:	The Head Lease is subject to annual rental escalations of 2% in Year 2 and 4% in Year 3, Year 5, Year 7, Year 9, Year 11 & Year 13. The current contracted rent (Year 6) is S\$4,445,419 per annum. The tenant is required to pay all outgoing expenses including internal and external property maintenance, landscaping, utility costs, repairs and maintenance, security, insurance against public liability, JTC land rent and property tax but excluding building insurance, costs and expenses of all repairs of a structural nature and lease management fees.	
Annual Land Rent:	\$467,944 (borne by Head Lessee)	
Annual Value:	\$6,294,000 (borne by Head Lessee)	
NLA (sqm):	26,601.7	
GFA (sqm):	26,601.7	
Valuation Approaches:	Capitalisation Approach, Discounted Cash Flow Analysis & Direct Comparison Method	
Date of Valuation:	30 November 2020	
Assessed Value:	\$52,000,000 (Fifty Two Million Dollars)	This valuation is exclusive of GST.
Analysis:		
Capitalisation Rate:	6.25%	
Terminal Cap:	6.50%	
IRR (10 years):	7.75%	
Value psm of NLA:	\$1,955	
Value psm of GFA:	\$1,955	
Market Uncertainty:	Given the heightened uncertainty of COVID-19 outbreak, a higher degree of caution should be exercised when relying upon our valuation. Values, and incomes, may change more rapidly and significantly than during standard market conditions and we recommend that you keep the valuation of this property under frequent review.	
Assumptions, Disclaimers, Limitations & Qualifications	<i>This valuation report is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout this report which are made in conjunction with those included within the Assumptions, Qualifications, Limitations & Disclaimers section located within this report. Reliance on this report and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.</i>	
Prepared By:	CBRE Pte. Ltd.	

Per: 
Png Poh Soon MSc (Real Est) MSISV
Appraiser's License No. AD041-2009900J
Executive Director - Valuation & Advisory Services


Phang Siew Ling BSc (Real Est) Hons MSISV
Appraiser's License No. AD041-2009650J
Associate Director - Valuation & Advisory Services

Valuation Certificate

Property:	CA1 80 Boon Keng Road Singapore 339780	
Client:	Boustead Project Limited	
Purpose:	Divestment	
Interest Valued:	Leasehold for a term of 30 + 18.3 years commencing from 1 April 2011. Balance term of 38.7 years.	
Basis of Valuation:	Market Value subject to existing tenancy and occupational arrangements.	
Registered Lessee:	BP-CA Pte. Ltd.	
Land Area (sqm):	4,501.2	
Master Plan 2019:	"Business 1" with a plot ratio of 2.5	
Brief Description:	The Property is a purpose-built 7-storey single-user light industrial building adjoining to its 6-storey extension building and the 7-storey single user light industrial building located at 84 Boon Keng Road. We were informed that the Property was completed circa 2012. The building is in an average condition and is well-maintained, having regard to its age and use.	
Tenancy Profile:	The property is currently leased to a single tenant for 13 years commencing on 10 July 2012.	
Lease Condition:	The lease is subject to a fixed annual rental escalation of 2%. We understand that the landlord is responsible for all outgoings, annual land rent, property tax, property management fee and insurance.	
Annual Land Rent (pa):	\$327,285	
Annual Value:	\$3,447,783	
NLA (sqm)	11,312.5	
GFA (sqm)	11,312.5	
Net/Gross Efficiency:	100.0%	
Valuation Approaches:	Capitalisation Approach, Discounted Cash Flow Analysis & Direct Comparison Method	
Date of Valuation:	30 November 2020	
Assessed Value:	\$35,500,000 (Thirty Five Million Five Hundred Thousand Dollars)	This valuation is exclusive of GST.
Analysis:		
Capitalisation Rate:	6.00%	
Terminal Cap:	6.25%	
IRR (10 years):	7.75%	
Value psm of NLA:	\$3,138	
Value psm of GFA:	\$3,138	
Market Uncertainty:	Given the heightened uncertainty of COVID-19 outbreak, a higher degree of caution should be exercised when relying upon our valuation. Values, and incomes, may change more rapidly and significantly than during standard market conditions and we recommend that you keep the valuation of this property under frequent review.	
Assumptions, Disclaimers, Limitations & Qualifications	<i>This valuation report is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the valuation report which are made in conjunction with those included within the Assumptions, Qualifications, Limitations & Disclaimers section located within this report. Reliance on the valuation report and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.</i>	
Prepared By:	CBRE PTE. LTD	



Per: Png Poh Soon MSc (Real Est) MSISV
Appraiser's License No. AD041-2009900J
Executive Director - Valuation & Advisory Services



Lam Kwong Loke BSc (Real Est) Hons MSISV
Appraiser's License No. AD041-2009667D
Associate Director - Valuation & Advisory Services

Valuation Certificate

Property:	CA2 80 Boon Keng Road Singapore	
Client:	Boustead Project Limited	
Purpose:	Divestment	
Interest Valued:	Leasehold for a term of 30 + 18.3 years commencing from 1 April 2011. Balance term of 38.7 years.	
Basis of Valuation:	Market Value subject to existing tenancy and occupational arrangements.	
Registered Lessee:	BP-CA Pte. Ltd.	
Land Area (sqm):	2,001.0	
Master Plan 2019:	"Business 1" with a plot ratio of 2.5	
Brief Description:	The Property is a 6-storey extension building adjoining to its existing 7-storey single user light industrial building and the 7-storey single user light industrial building located at 84 Boon Keng Road. We were informed that Temporary Occupation Permit for the Property was issued on 26 August 2014. The building is in an average condition and is well-maintained, having regard to its age and use.	
Tenancy Profile:	The property is currently leased to a single tenant for 10 years commencing on 26 August 2014.	
Lease Condition:	The lease is subject to a fixed annual rental escalation of 2%. We understand that the landlord is responsible for all outgoings, annual land rent, property tax, property management fee and insurance.	
Annual Land Rent (pa):	\$136,108	
Annual Value:	\$1,505,217	
NLA (sqm)	4,937.9	
GFA (sqm)	4,937.9	
Net/Gross Efficiency:	100.0%	
Valuation Approaches:	Capitalisation Approach, Discounted Cash Flow Analysis & Direct Comparison Method	
Date of Valuation:	30 November 2020	
Assessed Value:	\$18,000,000 (Eighteen Million Dollars)	This valuation is exclusive of GST.
Analysis:		
Capitalisation Rate:	6.00%	
Terminal Cap:	6.25%	
IRR (10 years):	7.75%	
Value psm of NLA:	\$3,645	
Value psm of GFA:	\$3,645	
Market Uncertainty:	<i>Given the heightened uncertainty of COVID-19 outbreak, a higher degree of caution should be exercised when relying upon our valuation. Values, and incomes, may change more rapidly and significantly than during standard market conditions and we recommend that you keep the valuation of this property under frequent review.</i>	
Assumptions, Disclaimers, Limitations & Qualifications	<i>This valuation report is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the valuation report which are made in conjunction with those included within the Assumptions, Qualifications, Limitations & Disclaimers section located within this report. Reliance on the valuation report and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.</i>	
Prepared By:	CBRE PTE. LTD	



Per: Png Poh Soon MSc (Real Est) MSISV
Appraiser's License No. AD041-2009900J
Executive Director - Valuation & Advisory Services



Lam Kwong Loke BSc (Real Est) Hons MSISV
Appraiser's License No. AD041-2009667D
Associate Director - Valuation & Advisory Services

Valuation Certificate

Property:	CA3 84 Boon Keng Road Singapore 339781	
Client:	Boustead Project Limited	
Purpose:	Divestment	
Interest Valued:	Leasehold for a term of 30 years commencing from 1 February 2017. Balance term of 26.2 years.	
Basis of Valuation:	Market Value subject to existing tenancy and occupational arrangements.	
Registered Lessee:	BP-CA3 LLP	
Land Area (sqm):	4,460.5	
Master Plan 2019:	"Business 1" with a plot ratio of 2.5	
Brief Description:	The Property is a 7-storey single user light industrial building adjoining to the existing 7-storey single-user light industrial building and a 6-storey extension building located at 80 Boon Keng Road . We were informed that Temporary Occupation Permit for the Property was issued in 2018. The building is in an average condition and is well-maintained, having regard to its age and use.	
Tenancy Profile:	The property is currently leased to a single tenant for 10 years commencing on 30 March 2018.	
Lease Condition:	The lease is subject to a fixed annual rental escalation of 2%. We understand that the landlord is responsible for all outgoings, annual land rent, property tax, property management fee and insurance.	
Annual Land Rent (pa):	\$330,211	
Annual Value:	\$2,101,000	
NLA (sqm)	11,151.3	
GFA (sqm)	11,151.3	
Valuation Approaches:	Capitalisation Approach, Discounted Cash Flow Analysis & Direct Comparison Method	
Date of Valuation:	30 November 2020	
Assessed Value:	\$25,000,000 (Twenty Five Million Dollars)	This valuation is exclusive of GST.
Analysis:		
Capitalisation Rate:	6.25%	
Terminal Cap:	6.50%	
IRR (10 years):	7.75%	
Value psm of NLA:	\$2,242	
Value psm of GFA:	\$2,242	
Market Uncertainty:	<i>Given the heightened uncertainty of COVID-19 outbreak, a higher degree of caution should be exercised when relying upon our valuation. Values, and incomes, may change more rapidly and significantly than during standard market conditions and we recommend that you keep the valuation of this property under frequent review.</i>	
Assumptions, Disclaimers, Limitations & Qualifications	<i>This valuation report is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the valuation report which are made in conjunction with those included within the Assumptions, Qualifications, Limitations & Disclaimers section located within this report. Reliance on the valuation report and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. This valuation is for the use only of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.</i>	
Prepared By:	CBRE PTE. LTD	



Per: Png Poh Soon MSc (Real Est) MSISV
Appraiser's License No. AD041-2009900J
Executive Director - Valuation & Advisory Services



Lam Kwong Loke BSc (Real Est) Hons MSISV
Appraiser's License No. AD041-2009667D
Associate Director - Valuation & Advisory Services

NOTICE OF EXTRAORDINARY GENERAL MEETING

BOUSTEAD PROJECTS LIMITED

(Incorporated in Singapore)
(Company Registration Number: 199603900E)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the members of Boustead Projects Limited (the “**Company**”) will be held by way of electronic means on Thursday, 25 February 2021 at 10.30 a.m. for the purpose of considering, and if thought fit, passing, with or without modification, the resolutions set out below.

*All capitalised terms used in this Notice of Extraordinary General Meeting which are not defined herein shall have the same meaning ascribed to them in the Circular to Shareholders dated 5 February 2021 (the “**Circular**”).*

RESOLUTION 1

Ordinary Resolution – The Proposed Transactions (Comprising the Proposed Subscription and the Proposed Divestment)

That:

- (a) approval be and is hereby given for the Proposed Subscription (as described in the Circular);
- (b) approval be and is hereby given for the Proposed Divestment (as described in the Circular);
- (c) approval be and is hereby given for the payment of all fees and expenses relating to the Proposed Subscription and Proposed Divestment, and all other matters incidental thereto;
- (d) the entry into of all agreements and transactions by the Company (whether directly or indirectly through its subsidiaries) in connection with the Proposed Subscription and the Proposed Divestment and all ancillary agreements contemplated thereby or incidental thereto, or which are necessary to give effect to or are in connection with the Proposed Subscription and the Proposed Divestment (as described in the Circular), be and is hereby approved, confirmed and (where applicable) ratified; and
- (e) the Directors and/or any of them be and are/is hereby authorised to complete and do all such acts and things (including but not limited to executing or amending all such documents as may be required) as they and/or he/she may consider expedient or necessary or in the interests of the Company to give effect to or are in connection with the Proposed Subscription and the Proposed Divestment.

RESOLUTION 2

Ordinary Resolution – The Assignment of the BP-SF Transferred Loan to the Company pursuant to the Relevant Loan Transaction

- (a) approval be and is hereby given for the assignment of the BP-SF Transferred Loan to the Company pursuant to the Relevant Loan Transaction (as described in the Circular);
- (b) the entry into of all agreements and transactions by the Company (whether directly or indirectly through its subsidiaries) in connection with the Relevant Loan Transaction and all ancillary agreements contemplated thereby or incidental thereto, or which are necessary to give effect to or are in connection with the Relevant Loan Transaction (as described in the Circular), be and is hereby approved, confirmed and (where applicable) ratified; and
- (c) the Directors and/or any of them be and are/is hereby authorised to complete and do all such acts and things (including but not limited to executing or amending all such documents as may be required) as they and/or he/she may consider expedient or necessary or in the interests of the Company to give effect to or are in connection with the Relevant Loan Transaction.

NOTICE OF EXTRAORDINARY GENERAL MEETING

Shareholders should note that Resolution 2 is conditional upon Resolution 1 being approved. In the event that Resolution 1 is not passed, the Company will not proceed with Resolution 2.

By Order of the Board

Tay Chee Wah
Company Secretary
Singapore
5 February 2021

Notes:

1. Pre-Registration

The Extraordinary General Meeting (“**EGM**”) is being convened, and will be held, by electronic means pursuant to the COVID-19 (Temporary Measures) (Alternative Arrangements for Meetings for Companies, Variable Capital Companies, Business Trusts, Unit Trusts and Debenture Holders) Order 2020. Alternative arrangements relating to, among others, attendance, submission of questions in advance and/or voting by proxy at the EGM are set out in this Notice of EGM which has been uploaded on SGXNet and the Company’s website on the same day. The announcement and this Notice of EGM may also be accessed at <https://www.sgx.com/securities/company-announcements> and <https://www.bousteadprojects.com>. Printed copies of the Notice of EGM and the Circular will not be sent to members

A member will be able to participate at the EGM by watching the EGM proceedings via a “live” audio-visual webcast and audio-only feed via mobile phones, tablets or computers. In order to do so, a member must pre-register by 10.30 a.m. on Monday, 22 February 2021, at <https://agm.conveneagm.com/bousteadprojectsEGM> for the Company to authenticate his/her/its status as members. Authenticated members will receive email instructions on how to access the “live” webcast of the proceedings of the EGM by 10.30 a.m. on Wednesday, 24 February 2021. Members who do not receive an email by 12 noon on Wednesday, 24 February 2021, but have registered by the 22 February 2021 deadline, may contact the Company’s Share Registrar at +65 6536 5355 or via email at srs.teame@boardroomlimited.com.

Investors holding Shares through relevant intermediaries (as defined in Section 181 of the Companies Act) (“**Investors**”) (other than CPF/SRS investors) will not be able to pre-register at <https://agm.conveneagm.com/bousteadprojectsEGM> for the “live” webcast of the EGM. An Investor (other than CPF/SRS investors) who wishes to participate in the “live” webcast of the EGM should instead approach his/her relevant intermediary as soon as possible in order for the relevant intermediary to make the necessary arrangements to pre-register. The relevant intermediary is required to submit a consolidated list of participants (setting out in respect of each participant, his/her name, email address and NRIC/Passport number) to the Company’s Share Registrar, Boardroom Corporate & Advisory Services Pte Ltd, via email to srs.teame@boardroomlimited.com no later than 10.30 a.m. on Monday, 22 February 2021.

2. Submission of Proxy Form

Due to the current COVID-19 control measures in Singapore, a member may not attend in person, and may only attend the EGM by observing and listening to the proceedings of the EGM by electronic means. A member will also not be able to vote online on the resolutions to be tabled for approval at the EGM. A member (whether individual or corporate) must appoint the Chairman of the EGM (“**Chairman**”) as his/her/its proxy to attend, speak and vote on his/her/its behalf at the EGM if such member wishes to exercise his/her/its voting rights at the EGM. The Chairman, as proxy, need not be a member of the Company. The instrument for the appointment of proxy (“**proxy form**”) may be accessed at the Company’s website at <https://www.bousteadprojects.com> or the SGXNet. Printed copies of the proxy form for the EGM will not be sent to members. Where a member (whether individual or corporate) appoints the Chairman as his/her/its proxy, he/she/it must give specific instructions as to voting, or abstentions from voting, in respect of a resolution in the proxy form, failing which the appointment of the Chairman as proxy for that resolution will be treated as invalid.

The proxy form is not valid for use by Investors (including CPF/SRS investors) and shall be ineffective for all intents and purposes if used or purported to be used by them. An Investor who wishes to vote should instead approach his/her/its relevant intermediary as soon as possible to specify his/her/its voting instructions. A CPF/SRS investor who wishes to vote should approach his/her CPF Agent Bank or SRS Operator by 5.00 p.m. on Monday, 15 February 2021, being 7 working days before the date of the EGM to submit his/her voting instructions.

NOTICE OF EXTRAORDINARY GENERAL MEETING

The proxy form must be submitted to the Company in the following manner:

- (a) if submitted by post, be lodged with the Company's Share Registrar, Boardroom Corporate & Advisory Services Pte Ltd, at 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623; or
- (b) if submitted electronically, be submitted via email to srs.teame@boardroomlimited.com,

in either case, by 10.30 a.m. on Tuesday, 23 February 2021, being 48 hours before the time appointed for holding this EGM.

A member who wishes to submit the proxy form must complete and sign the proxy form which can be downloaded from the Company's website or the SGXNet, before submitting it by post to the address provided above, or scanning and sending it by email to the email address provided above.

In view of the current COVID-19 situation and the related safe distancing measures which may make it difficult for members to submit completed proxy forms by post, members are strongly encouraged to submit completed proxy forms electronically via email.

The instrument appointing a proxy must be signed by the appointor or his attorney duly authorised in writing. Where the instrument appointing a proxy is executed by a corporation, it must be executed either under its common seal or under the hand of any officer or attorney duly authorised.

The Company shall be entitled to reject the instrument appointing the Chairman of the Meeting as proxy if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing the Chairman of the Meeting as proxy (including any related attachment) (such as in the case where the appointor submits more than one instrument appointing the Chairman as proxy).

In the case of members of the Company whose Shares are entered against his/her names in the Depository Register, the Company may reject any proxy form submitted if such members are not shown to have Shares entered against his/her names in the Depository Register (as defined in Part IIIAA of the Securities and Futures Act, Chapter 289 of Singapore), as at 72 hours before the time appointed for holding this EGM as certified by The Central Depository (Pte) Limited to the Company.

3. **Submission of Questions**

Members and Investors will not be able to ask questions "live" during the webcast of this EGM. All members and Investors may submit questions relating to the business of this EGM by 10.30 a.m. on Monday, 22 February 2021:

- (a) via the pre-registration website at <https://agm.conveneagm.com/bousteadprojectsEGM>;
- (b) by email to bousteadprojects.egm2021@boustead.sg; or
- (c) by post to the Company's Share Registrar, Boardroom Corporate & Advisory Services Pte Ltd, at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.

In view of the current COVID-19 situation and the related safe distancing measures which may make it difficult to submit questions by post, members and Investors are strongly encouraged to submit their questions via the pre-registration website or by email. The Company will endeavour to answer all substantial and relevant questions prior to, or at this EGM, by electronic means.

4. **Circular and other documents**

Printed copies of the Circular, Notice of EGM, Proxy Form and all documents relating to the business of the EGM ("**EGM Documents**") will not be sent to Shareholders. The EGM Documents have been uploaded on the SGX-ST's website at <https://www.sgx.com/securities/company-announcements> and can also be accessed at the Company's website at <https://www.bousteadprojects.com>.

5. **Further Information**

For further information on the conduct of the EGM and the alternative arrangements, members can refer to the Company's website at <https://www.bousteadprojects.com>. Members who wish to remotely observe the EGM proceedings are reminded that the EGM is private. The invitation to attend the EGM via "live" audio-visual webcast or "live" audio-only stream is not to be forwarded to anyone who is not a Member or who is not authorised to attend the EGM. RECORDING OF THE EGM PROCEEDINGS IS STRICTLY PROHIBITED.

6. **Personal Data Privacy**

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and

NOTICE OF EXTRAORDINARY GENERAL MEETING

disclosure of the member's personal data by the Company (or its agents or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.

PROXY FORM

BOUSTEAD PROJECTS LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration No. 199603900E)

Extraordinary General Meeting to be held
on Thursday, 25 February 2021 at 10.30 a.m.
(Before completing this form,
please see notes below)

Important:

1. The Extraordinary General Meeting ("EGM") is being convened, and will be held, by way of electronic means pursuant to the COVID-19 (Temporary Measures) (Alternative Arrangements for Meetings for Companies, Variable Capital Companies, Business Trusts, Unit Trusts and Debenture Holders) Order 2020.
2. Alternative arrangements relating to attendance at the EGM via electronic means (in particular, arrangements by which the meeting can be electronically accessed via "live" audio-visual webcast or audio-only stream), submission of questions to the Chairman of the Meeting in advance of the EGM, addressing of substantial and relevant questions at the EGM and voting by appointing the Chairman of the Meeting as proxy at the EGM, are set out in the Notice of EGM dated 5 February 2021. The Notice of EGM may be accessed at the Company's website at <https://www.bousteadprojects.com>, and on SGXNet at <https://www.sgx.com/securities/company-announcements>.
3. Due to the current COVID-19 control measures in Singapore, a member will not be able to attend the EGM. A member (whether individual or corporate) must appoint the Chairman of the Meeting as his/her/its proxy to attend, speak and vote on his/her/its behalf at the EGM if such member wishes to exercise his/her/its voting rights at the EGM.
4. This proxy form is not valid for use by investors holding shares in the Company ("Shares") through relevant intermediaries (as defined in Section 181 of the Companies Act (Chapter 50 of Singapore)) ("Investors") (including investors holding through Central Provident Fund ("CPF") and Supplementary Retirement Scheme ("SRS") ("CPF/SRS investors")) and shall be ineffective for all intents and purposes if used or purported to be used by them. An Investor who wishes to vote should instead approach his/her relevant intermediary as soon as possible to specify voting instructions. A CPF/SRS investor who wishes to vote should approach his/her CPF Agent Bank or SRS Operator by 5.00 p.m. on Monday, 15 February 2021, being 7 working days before the date of the EGM to submit his/her voting instructions.
5. By submitting an instrument appointing the Chairman of the Meeting as proxy, the member accepts and agrees to the personal data privacy terms set out in the Notice of the EGM dated 5 February 2021.
6. Please read the notes overleaf which contain instructions on, inter alia, the appointment of the Chairman of the Meeting as a member's proxy to attend, speak and vote on his/her/its behalf at the EGM.

The Notice of EGM and this proxy form is also accessible (a) via publication on the Company's website at <https://www.bousteadprojects.com>; and (b) via publication on the SGXNET at <https://www.sgx.com/securities/company-announcements>. A printed copy of this proxy form will NOT be despatched to members.

I/We _____ (Name) _____ (NRIC/Passport No./Co. Reg. No.)

of _____ (Address)

being a member/members of Boustead Projects Limited (the "**Company**") hereby appoint the Chairman of the Extraordinary General Meeting of the Company as my/our proxy to vote for me/us on my/our behalf at the Extraordinary General Meeting of the Company to be convened and held by way of electronic means on Thursday, 25 February 2021 at 10.30 a.m. and at any adjournment thereof in the manner indicated below:-

Ordinary Resolution	For	Against	Abstain
Resolution 1: To approve the Proposed Transactions (comprising the Proposed Subscription and the Proposed Divestment)			
Resolution 2: To approve the assignment of the BP-SF Transferred Loan to the Company pursuant to the Relevant Loan Transaction			

(You may tick (✓) within the relevant box to vote for or against, or abstain from voting, in respect of all your Shares for each ordinary resolution. Alternatively, you may indicate the number of Shares that you wish to vote for or against, and/or abstain from voting, for each ordinary resolution in the relevant box. **In the absence of specific directions in respect of a resolution, the appointment of the Chairman as your proxy for that resolution will be treated as invalid.**)

Dated this ____ day of _____ 2021

Total no. of shares	No. of shares
In CDP Register	
In Register of Members	

Signature(s) of Member(s) or Common Seal

***Delete accordingly

IMPORTANT: PLEASE READ THE NOTES OVERLEAF

Notes:

1. Please insert the total number of shares held by you. If you have shares entered against your name in the Depository Register (maintained by The Central Depository (Pte) Limited), you should insert that number of shares. If you only have shares registered in your name in the Register of Members (maintained by or on behalf of the Company), you should insert that number of shares. If you have shares entered against your name in the Depository Register and shares registered in your name in the Register of Members, you should insert the aggregate number of shares entered against your name in the Depository Register and registered in your name in the Register of Members. If no number is inserted, this instrument appointing a proxy shall be deemed to relate to all the shares held by you.
2. Due to the current COVID-19 control measures in Singapore, a member may not attend in person, and may only attend the EGM by observing and listening to the proceedings of the EGM by electronic means. A member (whether individual or corporate) must appoint the Chairman of the Meeting as his/her/its proxy to attend, speak and vote on his/her/its behalf at the EGM if such member wishes to exercise his/her/its voting rights at the EGM. This proxy form may be accessed at the Company's website at <https://www.bousteadprojects.com>, and will also be made available on SGXNet at <https://www.sgx.com/securities/company-announcements>. Where a member (whether individual or corporate) appoints the Chairman of the Meeting as his/her/its proxy, he/she/it must give specific instructions as to voting, or abstention from voting, in respect of a Resolution in the form of proxy, failing which the appointment of the Chairman of the Meeting as a proxy for that Resolution will be treated as invalid.

CPF or SRS investors who wish to appoint the Chairman of the Meeting as proxy should approach their respective Agent Banks or SRS Operators to submit their votes by 5.00 p.m. on Monday, 15 February 2021.

3. The Chairman of the Meeting, as proxy, need not be a member of the Company.
4. The instrument appointing the Chairman of the Meeting as proxy must be submitted to the Company in the following manner:
 - (a) if submitted by post, be lodged with the Company's Share Registrar, Boardroom Corporate & Advisory Services Pte Ltd, at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623; or
 - (b) if submitted electronically, be submitted via email to srs.teame@boardroomlimited.com,

in either case, by 10.30 a.m. on Tuesday, 23 February 2021, being 48 hours before the time appointed for holding this EGM.

A member who wishes to submit the proxy form must complete and sign the proxy form attached with this booklet or download it from the Company's website or the SGXNet, before submitting it by post to the address provided above, or scanning and sending it by email to the email address provided above. In view of the current COVID-19 situation and the related safe distancing measures which may make it difficult for members to submit completed proxy forms by post, members are strongly encouraged to submit completed proxy forms electronically via email.

5. The instrument appointing the Chairman of the Meeting as proxy must be under the hand of the appointor or of his attorney duly authorised in writing. Where the instrument appointing the Chairman of the Meeting as proxy is executed by a corporation, it must be executed either under its seal or under the hand of an officer or attorney duly authorised. Where an instrument appointing the Chairman of the Meeting as proxy is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company), if the instrument appointing the Chairman of the Meeting as proxy is submitted electronically via email, be emailed with the instrument of proxy, failing which the instrument may be treated as invalid.
6. The Company shall be entitled to reject the instrument appointing the Chairman of the Meeting as proxy if it is incomplete, improperly completed or illegible or where the true intentions of the appointor is not ascertainable from the instructions of the appointor specified in the instrument (including any related attachment) appointing the Chairman of the Meeting as proxy. In addition, in the case of a member whose shares are entered against his name in the Depository Register, the Company may reject any instrument appointing the Chairman of the Meeting as proxy lodged if the member, being the appointor, is not shown to have shares entered against his name in the Depository Register 72 hours before the time appointed for holding the EGM as certified by The Central Depository (Pte) Limited to the Company.

PERSONAL DATA PRIVACY:

By submitting an instrument appointing a proxy(ies) and/or representative(s), the member accepts and agrees to the personal data privacy terms set out in the Notice of EGM dated Friday, 5 February 2021.

