

NOTICE OF MEETING

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

This Notice is for the attention of the holders of the S\$300,000,000 4.05 Per Cent. Notes Due 2025 comprised in Series 001 Tranche 001 (the “Series 001 Tranche 001 Notes”) and the S\$150,000,000 4.05 Per Cent. Notes Due 2025 comprised in Series 001 Tranche 002 (the “Series 001 Tranche 002 Notes”) and together with the Series 001 Tranche 001 Notes, the “Notes”) (ISIN: SG70A8000001) issued by Singapore Technologies Telemedia Pte Ltd (“STT”). Shareholders of STT who are not otherwise Noteholders will not be eligible to attend or vote at the Meeting (as defined below) either in person or by proxy.



NOTICE OF MEETING

of the holders of the

S\$300,000,000 4.05 Per Cent. Notes Due 2025 comprised in Series 001 Tranche 001 (the “Series 001 Tranche 001 Notes”) and the S\$150,000,000 4.05 Per Cent. Notes Due 2025 comprised in Series 001 Tranche 002 (the “Series 001 Tranche 002 Notes”) and together with the Series 001 Tranche 001 Notes, the “Notes”) (ISIN: SG70A8000001) issued pursuant to the S\$2,000,000,000 Multicurrency Medium Term Note Programme (now updated and renamed as the S\$3,000,000,000 Multicurrency Debt Issuance Programme) of STT

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Schedule 5 to the Trust Deed dated 11 November 2015 entered into between (1) STT, as issuer, and (2) DBS Trustee Limited (the “Trustee”), as trustee for the holders (the “Noteholders”) of the Notes, a meeting (the “Meeting”) of the Noteholders convened by STT will be held for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as an Extraordinary Resolution of the Noteholders in accordance with the provisions of the Trust Deed. The Meeting will be held at 80 Raffles Place, #20-00, UOB Plaza 1, Singapore 048624 on 18 July 2024 at 10.00 a.m. (Singapore time).

Capitalised or other terms used but not defined in this Notice shall, unless the context otherwise requires, have the meanings set out in the consent solicitation statement dated 26 June 2024 (the “Consent Solicitation Statement”) issued by STT. All references to “Meeting” shall, unless the context otherwise requires, also mean any adjourned Meeting.

THE CONSENT SOLICITATION STATEMENT IS IMPORTANT AND REQUIRES NOTEHOLDERS’ IMMEDIATE ATTENTION.

EXTRAORDINARY RESOLUTION

“That:

- approval be and is hereby given, only in respect of the Notes, to:
 - amend the Conditions of the Notes by inserting a new Condition 6(k) in the Conditions of the Notes immediately after Condition 6(j) as follows:

“(k) Early Redemption Option at the Option of the Issuer

The Issuer may, by giving not less than five business days’ notice to the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (and not some only) of the Notes then outstanding on the date specified in such notice at 100.80 per cent. of the principal amount of the Notes, together with interest accrued from (and including) the last preceding Interest Payment Date to (but excluding) the date fixed for redemption. All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.”; and
 - insert the following paragraph after the first paragraph of Condition 16 of the Notes:

“So long as the Notes are listed on the SGX-ST, notices to the holders of such Notes shall also be valid if published on the website of the SGX-ST at <http://www.sgx.com>. Any such notice shall be deemed to have been given to the Noteholders on the date on which the said notice was uploaded as an announcement on the SGX-ST. If the same announcement is published more than once on the SGX-ST, notice shall be deemed to have been given to the holders of such Notes on the first date on which such publication is made on the SGX-ST.”;
- approval be and is hereby given to the Trustee to make such consequential changes to the Conditions of the Notes and the Trust Deed (as the Trustee may, in its absolute discretion, deem necessary, desirable or expedient to give effect to this Extraordinary Resolution);
- every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against STT involved in or resulting from the modifications referred to in paragraph 1 of this Extraordinary Resolution be sanctioned; and
- the Trustee be authorised and requested to concur in the modifications referred to in paragraphs 1 to 3 of this Extraordinary Resolution and execute all documents, notices, forms, instruments, consents or agreements (including, without limitation, the Supplemental Trust Deed in the form of the draft produced to this Meeting and for the purposes of identification signed by the chairman of this Meeting with such amendments (if any) as the Trustee may approve and/or require) to give effect to this Extraordinary Resolution on such terms and conditions as the Trustee may in its absolute discretion decide and to concur in and execute and do all acts, things and documents as the Trustee may in its absolute discretion consider necessary, desirable or expedient to give effect to this Extraordinary Resolution.

Save for the Amendments to be approved by this Extraordinary Resolution, the provisions of the Trust Deed and the Notes (including the Pricing Supplements) remain in full force and effect and binding on all the respective parties.

Capitalised or other terms used but not defined in this Extraordinary Resolution shall, unless the context otherwise requires, have the meanings set out in the consent solicitation statement dated 26 June 2024 issued by STT.”

A Background

The Consent Solicitation Statement relating to the Extraordinary Resolution and the Proposal, a copy of which will be mailed to the Noteholders with an address in Singapore and will be made available for collection by Noteholders as indicated below, explains the background to and reasons for, gives details of, and invites Noteholders to approve (at the Meeting), *inter alia*, the amendment of the Conditions (as defined in the Consent Solicitation Statement) to (1) include the Call Option (as defined in the Consent Solicitation Statement) and (2) amend the notice provisions under Condition 16 of the Notes such that, for so long as the Notes are listed on the Singapore Exchange Securities Trading Limited (“SGX-ST”), notices to the holders of the Notes shall also be valid if published on the website of SGX-ST at <http://www.sgx.com>, all as more fully described in the Consent Solicitation Statement (the “Proposal”).

Details of the Proposal are further elaborated in the section entitled “The Proposal – 2 Terms of the Proposal” in the Consent Solicitation Statement.

If the Extraordinary Resolution is duly passed at the Meeting, the Supplemental Trust Deed (as defined in the Consent Solicitation Statement) is executed and the Call Option is exercised by STT, all of the Notes will be redeemed at 100.80 per cent. of their principal amount, together with interest accrued (if any) from (and including) the last preceding Interest Payment Date (as defined in the Consent Solicitation Statement) to (but excluding) the date fixed for redemption. Upon such redemption taking place, the Notes will no longer be outstanding and Noteholders will not be entitled to any further payments in respect of the Notes after such redemption. Should the Extraordinary Resolution be passed, STT will exercise the Call Option so that all outstanding Notes will be redeemed within 30 business days after the passing of the Extraordinary Resolution.

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

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

B Appointment of Meeting Agent

Pursuant to the terms and conditions of the Deed of Delegation and the Agency Agreement, the Issuing and Paying Agent has delegated all of its powers and duties with respect to certain matters in relation to the Consent Solicitation (as described in the Deed of Delegation) to Tricor Singapore Pte. Ltd. (trading as Tricor Barbinder Share Registration Services) as delegate in relation to the Consent Solicitation.

The terms of the Meeting Agent’s appointment shall, pursuant to the Deed of Delegation dated 25 June 2024 entered between (1) STT, as issuer, (2) the Issuing and Paying Agent, as issuing and paying agent, (3) the Trustee, as trustee, and (4) the Meeting Agent, as delegate, commence on and from 25 June 2024 and shall terminate on the earlier of (a) the date of termination of the Consent Solicitation and (b) the last date on which the Early Consent Fee or (as the case may be) the Normal Consent Fee is paid to the relevant Noteholders and the earmarking of the Notes is removed by CDP.

The Meeting Agent is the agent of STT and owes no duty to any Noteholder.

C Procedure for Inspection and Collection of Documents

C1 Inspection

Noteholders may, from 26 June 2024, between 9.00 a.m. to 5.00 p.m. (Singapore time) from Mondays to Fridays (excluding public holidays), up to 10.00 a.m. (Singapore time) on 16 July 2024, inspect copies of the following documents at the office of the Meeting Agent, at 9 Raffles Place, #26-01 Republic Plaza, Singapore 048619 (the “Meeting Agent’s Office”), and, from the time 15 minutes prior to and during the Meeting at 80 Raffles Place, #20-00, UOB Plaza 1, Singapore 048624:

- the trust deed dated 11 November 2015 (including the Conditions of the Notes);
- the pricing supplement dated 30 November 2015 relating to the Series 001 Tranche 001 Notes;
- the pricing supplement dated 18 January 2016 relating to the Series 001 Tranche 002 Notes; and
- a draft of the Supplemental Trust Deed.

C2 Collection

Copies of the Consent Solicitation Statement (together with the Voting Instruction Form) will be mailed to the Direct Participants with an address in Singapore. The forms of the Voting Instruction Form and the Tax Residency Declaration Form (as referred to below) are appended to the Consent Solicitation Statement. In addition, Noteholders may collect copies of the Consent Solicitation Statement, the Voting Certificate, the Voting Instruction Form and the Tax Residency Declaration Form from the Meeting Agent’s Office from 26 June 2024, between 9.00 a.m. to 5.00 p.m. (Singapore time) from Mondays to Fridays (excluding public holidays), up to 10.00 a.m. (Singapore time) on 16 July 2024.

D General

In accordance with normal practice, none of the Joint Solicitation Agents, the Trustee, the Issuing and Paying Agent or the Meeting Agent and their respective affiliates, directors, officers, representatives, agents, advisers or any person who controls any of them expresses any opinion on the merits of the Consent Solicitation, the Extraordinary Resolution or the Proposal nor do any of them accept any responsibility for the accuracy or completeness of the Consent Solicitation Statement or any other document prepared in connection with the Consent Solicitation, the Extraordinary Resolution or the Proposal or for any failure to disclose events that may occur after the date of the Consent Solicitation Statement that may affect the significance or accuracy of the information contained herein. None of the Joint Solicitation Agents, the Trustee, the Issuing and Paying Agent or the Meeting Agent has been involved in the formulation or negotiation of the Proposal. Noteholders should also note that each of STT, the Joint Solicitation Agents, the Trustee, the Issuing and Paying Agent and/or the Meeting Agent cannot and does not offer any advice on investment risks, if any, faced by Noteholders. Noteholders who are unsure of the consequences of the Consent Solicitation including, *inter alia*, the Extraordinary Resolution should seek their own independent financial, tax, legal or other advice.

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

The Consent Solicitation Statement does not constitute or form part of, and should not be construed as, an offer for sale or subscription of, or a solicitation of any offer to buy or subscribe for, any securities of STT or any other entity. The distribution of the Consent Solicitation Statement may nonetheless be restricted by law in certain jurisdictions. Persons into whose possession the Consent Solicitation Statement comes are required by each of STT, the Joint Solicitation Agents, the Trustee, the Issuing and Paying Agent and the Meeting Agent to inform themselves about, and to observe, any such restrictions. The Consent Solicitation Statement does not constitute a solicitation in any circumstances in which such solicitation is unlawful. None of STT, the Joint Solicitation Agents, the Trustee, the Issuing and Paying Agent or the Meeting Agent or their respective affiliates, directors, officers, representatives, agents, advisers or employees or any person who controls any of them will incur liability for its own failure or the failure of any other person or persons to comply with any such restrictions.

In order to avoid any violation of laws applicable in countries other than Singapore, the Consent Solicitation Statement has not been and will not be mailed to Direct Participants who do not presently have an address in Singapore (“Foreign Noteholders”). Foreign Noteholders who wish to obtain a copy of the Consent Solicitation Statement should provide in writing such address in Singapore to the Meeting Agent not later than five days before the Expiration Time (as defined herein).

E Procedures for Voting

The relevant provisions governing the convening and holding of the Meeting are set out in Schedule 5 to the Trust Deed, copies of which are available for inspection as referred to above. To be eligible to attend or vote at the Meeting either in person or by proxy, Noteholders should complete and sign a Voting Instruction Form to instruct the Meeting Agent to either issue a Voting Certificate or comply with a Voting Instruction. Such Voting Instruction Form must be submitted to the Meeting Agent at the Meeting Agent’s Office by the Expiration Time. In the case of Noteholders who are individuals, copies of such Noteholder’s passport or identity card will have to be submitted to the Meeting Agent together with the Voting Instruction Form.

Noteholders should note that the latest time and date for obtaining a Voting Certificate and for issuing, amending or revoking a Voting Instruction is 10.00 a.m. (Singapore time) on 16 July 2024 or such later time and date as STT may determine in the event of an adjournment of the Meeting or any amendment to the terms of the Consent Solicitation (the “Expiration Time”).

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

Noteholders who take the action described below and in the Consent Solicitation Statement in relation to giving Voting Instructions (in a Voting Instruction Form) to the Meeting Agent prior to the Expiration Time need take no further action in relation to voting at the Meeting in respect of the Extraordinary Resolution.

- A Noteholder who has not submitted or delivered or arranged for the submission or delivery of Voting Instructions to the Meeting Agent and wishes to attend and vote at the Meeting in person must produce at the Meeting a valid Voting Certificate or valid Voting Certificates issued by the Meeting Agent for the Notes.
- A Noteholder not wishing to attend and vote at the Meeting in person may deliver a Voting Certificate or Voting Certificates to the person to whom he wishes to attend on his behalf or give a Voting Instruction (on a Voting Instruction Form) instructing the Meeting Agent to appoint any officer, employee or agent so designated by the Meeting Agent as a proxy to attend and vote at the Meeting in accordance with his instructions.
- Each Noteholder is to note that upon the delivery of the Voting Instruction Form to the Meeting Agent, the Meeting Agent will proceed to request CDP to earmark the direct securities account or securities sub-account in which his Notes are credited and Notes so earmarked will not be released until the earliest of:
 - (1) in respect of a Voting Certificate or Voting Certificates, the surrender to the Meeting Agent of such Voting Certificate(s) by the Expiration Time and notification by the Meeting Agent to CDP of such surrender or the compliance in such other manner with the rules of CDP or (2) in respect of Voting Instructions by way of a Voting Instruction Form, the notification in writing of any valid revocation of a Noteholder’s previous instructions to the Meeting Agent by the Expiration Time and, if the Meeting Agent has caused a block voting instruction to be delivered to STT in respect of such Notes, the same then being notified in writing by the Meeting Agent to STT at its specified office or to the chairman of the Meeting, in each case, at least 24 hours before the time appointed for holding the Meeting and such Notes ceasing (in accordance with the procedures of CDP and with the agreement of the Meeting Agent) to be held to its order;

- (in the case of Noteholders who are eligible to receive the Early Consent Fee or (as the case may be) the Normal Consent Fee) the time of the payment of the Early Consent Fee or (as the case may be) the Normal Consent Fee to such Noteholders;
 - (in all other cases, including in the case where the Notes are held by Noteholders who have voted against the Extraordinary Resolution and such votes have not been validly revoked) the conclusion of the Meeting (or, if applicable, any adjournment of the Meeting); and
 - the termination of the Consent Solicitation,
- (the “Earmarking Period”).

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

- any such Voting Certificate issued by the Meeting Agent to such Noteholder shall no longer be valid and shall not entitle such Noteholder to attend and vote at the Meeting; or
- any such Voting Instructions given by such Noteholder to the Meeting Agent shall not be valid,

and the Noteholder will not be entitled to receive the Early Consent Fee or, as the case may be, the Normal Consent Fee.

The Meeting Agent shall notify STT of any such unsuccessful earmarking by CDP no later than the next business day following such notification by CDP of such unsuccessful earmarking.

During the Earmarking Period, the Notes which are the subject of the Voting Instruction Form may not be traded or transferred. In the event that a Noteholder sells or disposes of its interest in all or any of their Notes at any time before the Meeting, such Noteholder shall give prior written notice of such sale or disposal of interest to STT, the Joint Solicitation Agents and the Meeting Agent. Notwithstanding anything contained herein, Noteholders should note that the relevant Notes will be earmarked by CDP in accordance with its procedures and subject to its timings. Similarly, Notes so earmarked will also be released by CDP in accordance with its procedures and subject to its timings.

Voting Instructions may be revoked or amended by Noteholders prior to the Expiration Time by giving notice in writing of such revocation or amendment to the Meeting Agent by the Expiration Time.

Those Noteholders who deliver, or arrange to have delivered on their behalf, valid Voting Instructions on or prior to the Expiration Time will not be able to revoke or amend such Voting Instructions at any time after the Expiration Time.

In the event of a valid revocation or amendment of Voting Instructions, the Meeting Agent, so far as practicable, shall take such steps to remove the earmarking of the account in which the relevant Notes are held in accordance with the procedures of CDP. The Meeting Agent accepts no responsibility or liability for any earmarking which is not removed in relation to the relevant account.

F Early Consent Fee and Normal Consent Fee

Subject to the fulfilment and/or waiver of the Settlement Conditions (as defined below), Noteholders who deliver, or arrange to have delivered on their behalf, valid Voting Instructions on or prior to 5.00 p.m. (Singapore time) on 9 July 2024, or such other later time and date as STT may determine (the “**Early Consent Fee Deadline**”) to the Meeting Agent to have their votes cast in favour of the Extraordinary Resolution at the Meeting (and such Voting Instructions have not been validly revoked) will be eligible to receive a one-time fee of 0.50 per cent. in principal amount of the Notes in respect of which such votes were cast (being S\$1,250 per S\$250,000 in principal amount of such Notes) less any bank charges, which shall be borne by such Noteholders (the “**Early Consent Fee**”) in respect of the Notes which are the subject of such Voting Instructions.

Each Noteholder is to note that he will have to complete the Voting Instruction Form (as defined in the Consent Solicitation Statement) to appoint an officer, employee or agent designated by the Meeting Agent as proxy to act on his behalf in connection with the Meeting and give instructions to vote in favour of the Extraordinary Resolution to be eligible for the Early Consent Fee. Noteholders should also note that Voting Instructions issued via the Voting Instruction Form (including an appointment of proxy) by a Noteholder shall be deemed to be revoked if such Noteholder attends the Meeting in person with a valid Voting Certificate. In such event, such Noteholder (who votes in favour of the Extraordinary Resolution at the Meeting) will not be eligible to receive the Early Consent Fee and will instead be eligible to receive the Normal Consent Fee.

Subject to the fulfilment and/or waiver of the Settlement Conditions, Noteholders who (a) vote in favour of the Extraordinary Resolution at the Meeting or (b) deliver, or arrange to have delivered on their behalf, valid Voting Instructions after the Early Consent Fee Deadline but on or prior to the Expiration Time to the Meeting Agent to have their votes cast in favour of the Extraordinary Resolution at the Meeting (and such Voting Instructions have not been validly revoked) will not be eligible for the Early Consent Fee and will instead receive a one-time fee of 0.25 per cent. in principal amount of the Notes in respect of which such votes were cast (being S\$625 per S\$250,000 in principal amount of such Notes) less any bank charges, which shall be borne by such Noteholders (the “**Normal Consent Fee**”) in respect of the Notes which are the subject of such Voting Instructions or votes at the Meeting. For the avoidance of doubt, Noteholders who are eligible to receive the Early Consent Fee will not additionally receive the Normal Consent Fee.

For the avoidance of doubt, (i) Noteholders who deliver, or arrange to have delivered on their behalf, valid Voting Instructions on or prior to the Early Consent Fee Deadline to the Meeting Agent to have their votes cast in favour of the Extraordinary Resolution at the Meeting but do not appoint an officer, employee or agent designated by the Meeting Agent as proxy to act on his behalf in connection with the Meeting (and such Voting Instructions are not revoked) will not be eligible for the Early Consent Fee and will instead be eligible to receive the Normal Consent Fee, (ii) Noteholders who have previously submitted validly completed Voting Instruction Forms but choose to attend the Meeting in person with a valid Voting Certificate (and who vote in favour of the Extraordinary Resolution at the Meeting) will not be eligible to receive the Early Consent Fee and will instead be eligible to receive the Normal Consent Fee, and (iii) Noteholders who vote against the Extraordinary Resolution at any time, fail to vote or abstain from submitting any Voting Instructions will not be eligible to receive any Consent Fee.

Noteholders should note that Voting Instructions issued by a Noteholder will be deemed to be revoked if such Noteholder attends the Meeting in person and submits a valid Voting Certificate. Additionally, Noteholders who opt to obtain a Voting Certificate will not be eligible to receive the Early Consent Fee but may be eligible to receive the Normal Consent Fee if they vote in favour of the Extraordinary Resolution at the Meeting.

The payment of the Early Consent Fee or (as the case may be) the Normal Consent Fee is conditional upon:

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

in each case, in accordance with the terms and conditions specified in the Consent Solicitation Statement (collectively, the “**Settlement Conditions**”). The Issuer may elect to waive any Settlement Condition in respect of the Notes at its sole and absolute discretion.

Provided that the Settlement Conditions are fulfilled and/or waived, the Early Consent Fee or (as the case may be) the Normal Consent Fee will be credited to the account of the Noteholder eligible to receive such fee on a date no later than 10 business days after the passing of the Extraordinary Resolution at the Meeting. STT may elect to waive any Settlement Condition at its sole and absolute discretion. In any event, none of STT, the Trustee, the Issuing and Paying Agent, the Joint Solicitation Agents or the Meeting Agent or their respective affiliates, directors, officers, representatives, agents, advisers or employees or any person who controls any of them shall be liable for any delay in payment of the Early Consent Fee or (as the case may be) the Normal Consent Fee arising from the bank account details in a Voting Instruction Form not having been duly completed or be responsible for ensuring that the Early Consent Fee or (as the case may be) the Normal Consent Fee is actually received by the relevant Noteholder. The Meeting Agent shall incur no liability whatsoever for having acted on the written instructions of STT in connection with the payment or non-payment of any Early Consent Fee or (as the case may be) Normal Consent Fee.

If any Noteholder or any Direct Participant submitting a Voting Instruction on such holder’s behalf is a Sanctions Restricted Person, the relevant Noteholder will not be eligible to receive any Consent Fee in any circumstances, notwithstanding the delivery (and non-revocation) of a Voting Instruction by him in favour of the Extraordinary Resolution which is received by the Meeting Agent on or prior to the Early Consent Fee Deadline or Expiration Time or the participation by such Noteholder (or his proxies) in person at the Meeting to vote in favour of the Extraordinary Resolution.

All questions as to the payment (or non-payment) of any Consent Fee will be determined by STT, in its sole and absolute discretion, which determination shall be final and binding, and under no circumstances shall the Trustee or the Meeting Agent, or any of their respective affiliates, directors, officers and employees be under any duty to give any notification to any holder on the payment (or non-payment) of any Consent Fee, nor shall any of such entities or persons incur any liability in connection with the payment (or non-payment) of any Consent Fee or the failure to give such notification.

G Quorum and Adjournment

The Noteholder Meeting Provisions require the Proposal to be subject to the quorum provisions in paragraph 19 of Schedule 5 to the Trust Deed. The quorum required at the Meeting for the passing of the Extraordinary Resolution shall be two or more persons present in person holding Voting Certificates or being proxies or holding or representing in the aggregate not less than 75 per cent. in principal amount of the Notes for the time being outstanding and at an adjourned meeting not less than 25 per cent. in principal amount of the Notes for the time being outstanding. No business (except choosing a chairman) shall be transacted unless the requisite quorum is present at the commencement of business.

If a quorum is not present within 15 minutes from the time initially fixed for the Meeting, it shall be adjourned until such date, not less than 14 days nor more than 42 days later, and time and place as the chairman of the Meeting may decide. At least 10 days’ notice of a Meeting adjourned through want of a quorum shall be given in the same manner as for an original meeting and that notice shall state the quorum required at the adjourned Meeting. If a quorum is not present within 15 minutes from the time fixed for such Meeting, the Meeting shall be dissolved.

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

H Voting

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

If at the Meeting a poll is so demanded it shall be taken in such manner and (subject as provided in Schedule 5 to the Trust Deed) either at once or after an adjournment as the chairman of the Meeting directs. The result of such poll shall be deemed to be the resolution of the Meeting at which the poll was demanded as at the date it was taken. A demand for a poll shall not prevent the Meeting from continuing for the transaction of business other than the question on which the poll has been demanded. A poll demanded on the election of the chairman of the Meeting or on a question of adjournment shall be taken at once.

On a show of hands every person who is present in person and produces a Voting Certificate or is a proxy shall have one vote. On a poll every such person has one vote in respect of each S\$250,000 in principal amount of the Notes so represented by the Voting Certificate so produced or in respect of which that person is a proxy. Without prejudice to the obligations of the proxies, a person entitled to more than one vote need not use them all or cast them all in the same way.

In case of equality of votes, the chairman of the Meeting shall both on a show of hands and on a poll have a casting vote in addition to any other votes which he may have.

I Extraordinary Resolution

The Extraordinary Resolution proposed at the Meeting would need to be passed by a majority consisting of at least 75 per cent. of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of at least 75 per cent. of the votes cast on such poll. The Extraordinary Resolution of the Noteholders passed at the Meeting duly convened shall be binding upon all the Noteholders whether present or not present at such Meeting and upon all Couponholders (as defined in the Trust Deed) and each of them shall be bound to give effect to it accordingly. The passing of such an Extraordinary Resolution shall be conclusive evidence that the circumstances justify its being passed. Separate from but concurrent with the Extraordinary Resolution, assuming the due passing of the Extraordinary Resolution approving the Proposal, the Supplemental Trust Deed will also amend the Trust Deed such that the same amendments will apply to the Notes with effect from the Effective Date (as defined in the Supplemental Trust Deed).

J Notice of Results

Notice of the result of the voting on the Extraordinary Resolution at the Meeting shall be published in *The Business Times* in accordance with Condition 16 of the Notes by STT within 14 days of such result being known, provided that the non-publication of such notice shall not invalidate such result.

K Tax Residency Declaration Forms

For the purpose of enabling the Issuer to determine the amount of withholding tax (if any) payable to the IRAS in respect of amounts payable under the Consent Solicitation, the Proposal and the Notes, the holders and/or the beneficial owners of Notes are requested to complete the relevant Tax Residency Declaration Form (the form of which may be found in the section entitled “Form of Tax Residency Declaration Forms” in the Consent Solicitation Statement) and return the duly completed Tax Residency Declaration Form to the Meeting Agent on or prior to the Expiration Time.

L Governing Law

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

The Joint Solicitation Agents for the Consent Solicitation are:

DBS Bank Ltd.
12 Marina Boulevard, Level 42
Marina Bay Financial Centre Tower 3
Singapore 018982
Email: dbstmg@db.com

United Overseas Bank Limited
80 Raffles Place
#03-01 UOB Plaza 1
Singapore 048624
Email: liabilitymanagement@uobgroup.com

The Meeting Agent for the Consent Solicitation is:

Tricor Singapore Pte. Ltd.
(trading as **Tricor Barbinder Share Registration Services**)
9 Raffles Place
#26-01 Republic Plaza
Singapore 048619
Telephone: (65) 6236 3550/3555
Email: is.corporateactions@sg.tricorglobal.com

BY ORDER OF THE BOARD
Singapore Technologies Telemedia Pte Ltd

Chan Jen Keet
Company Secretary
26 June 2024