



PACIFIC INTERNATIONAL LINES (PTE) LTD

140 CECIL STREET #03-00, PIL BUILDING, SINGAPORE 069540
TEL: 65-6221 8133 FAX: 65-6225 8244 WEBSITE: www.pilship.com
CO. REG. NO. 196700080N

30 March 2021

ISSUANCE OF US\$128,013,294 OPTION A VARIABLE RATE SUBORDINATED PERPETUAL CAPITAL SECURITIES (THE "OPTION A SECURITIES") AND US\$27,498,008 OPTION B VARIABLE RATE SUBORDINATED PERPETUAL CAPITAL SECURITIES (THE "OPTION B SECURITIES", TOGETHER WITH THE OPTION A SECURITIES, THE "SECURITIES") BY PACIFIC INTERNATIONAL LINES (PRIVATE) LIMITED (THE "COMPANY") PURSUANT TO SCHEME OF ARRANGEMENT

1. INTRODUCTION

The board of directors (the "**Board**") of the Company wishes to refer to the announcements made by the Company on 5 February 2021, 3 March 2021 and 17 March 2021 in relation to the scheme of arrangement (the "**Scheme**") among the Company and certain of its creditors (the "**Scheme Creditors**"), which was approved by the requisite majorities of each class of Scheme Creditors pursuant to Section 210(3) of the Companies Act (Chapter 50 of Singapore) on 1 February 2021 and sanctioned by the High Court of the Republic of Singapore on 3 March 2021.

Pursuant to the Scheme, the Company will be issuing on or about 30 March 2021 (the "**Issue Date**") the Securities to eligible Scheme Creditors under the Scheme.

Evercore Asia (Singapore) Pte Ltd has been authorised by the Company to act as Sole Lead Manager in respect of the issuance of the Securities.

2. PRINCIPAL TERMS OF THE SECURITIES

The following is a summary of the principal terms and conditions of the Securities and is derived from, and should be read in conjunction with, the forms of the final terms and conditions of the Securities as set out in Appendices A and B to this Announcement and is qualified in its entirety by reference to information appearing therein:

Option A Securities

Issue Size	:	US\$128,013,294
Maturity Date	:	Not applicable; the Option A Securities are perpetual securities in respect of which there is no fixed redemption date.
Distributions	:	Subject to the terms and conditions of the Option A Securities, the Option A Securities confer a right to receive distributions (each a " <u>Distribution</u> ") from the Issue Date at the applicable Distribution Rate (as defined below)

in accordance with the terms and conditions of the Option A Securities. Distributions shall be payable on the Option A Securities:

- (a) (subject always to (b) below and the first Distribution Payment Date as described below) annually in arrears on 30 June of each year in respect of amounts accruing for the period from (and including) 31 March of the preceding year and up to (and excluding) 31 March of such year; and
- (b) (in the case where the Issuer is no longer required to observe the Scheme Waterfall Undertaking (as defined in Condition 8 of the terms and conditions of the Option A Securities) for purposes of the Scheme) semi-annually in arrears on 30 June (in respect of amounts accruing for the period from (and including) 30 September of the preceding year and up to (and excluding) 31 March of such year) and 31 December (in respect of amounts accruing for the period from (and including) 31 March of the such year and up to (and excluding) 30 September of such year) of each year,

(each, a "**Distribution Payment Date**") except that the first Distribution Payment Date shall be on 30 June 2022 for amounts accruing for the period from (and including) the Issue Date and up to (and excluding) 31 March 2022. The payment of Distribution may be deferred in accordance with the terms and conditions of the Option A Securities.

Distribution Rate : The rate of Distribution ("**Distribution Rate**") applicable to the Option A Securities in respect of any period shall be:

- (a) in respect of the period from, and including, the Issue Date to, but excluding, 31 March 2023, one (1) per cent. per annum;
- (b) in respect of the period from, and including, 31 March 2023 to, but excluding, 31 March 2025, two (2) per cent. per annum;
- (c) in respect of the period from, and including, 31 March 2025 to, but excluding, 31 March 2028, three (3) per

cent. per annum; and

- (d) in respect of the period after, and including, 31 March 2028, five (5) per cent. per annum.

Form and Denomination : Registered form in the denomination of US\$1.00 each or in integral multiples thereof.

Global Certificate held through CDP exchangeable for definitive Certificates in the limited circumstances specified in the Global Certificate.

Mandatory Deferral of Distributions : Under Condition 4.3(a) of the terms and conditions of the Option A Securities, the Issuer hereby elects not to pay any Distribution (or part of any Distribution) which accrues from (and including) the Issue Date and up to (and excluding) the earlier of the date falling on (i) 31 March 2027 and (ii) the completion of a public offering of the ordinary shares of the Issuer for the purpose of and in connection with the admission of the Issuer on any securities exchange.

Optional Deferral of Distributions : Subject to Condition 4.3(a) of the terms and conditions of the Option A Securities, the Issuer may, at its sole discretion, elect not to pay a Distribution (or to pay only part of a Distribution) which is scheduled to be paid on a Distribution Payment Date by giving notice to the Securityholders (in accordance with Condition 15 of the terms and conditions of the Option A Securities) not more than 15 nor less than three (3) business days prior to a scheduled Distribution Payment Date.

Cumulative Deferral : Any Distribution deferred pursuant to the terms and conditions of the Option A Securities shall constitute "**Arrears of Distribution**", which may be further deferred in accordance with the terms and conditions of the Option A Securities and shall confer the right to distributions as if it constituted the principal of the Option A Securities at the applicable Distribution Rate prevailing in respect of each period. The amount of such distributions (the "**Additional Distribution Amount**") with respect to the Arrears of Distribution that is accrued up to any Distribution Payment Date shall be added, for the purpose of calculating the Additional

Distribution Amount accruing thereafter, to the amount of Arrears of Distribution remaining unpaid on such Distribution Payment Date so that it will itself become Arrears of Distribution. For purposes of interpreting the above, illustrative examples setting out the computation have been included in Appendix 1 of the terms and conditions of the Option A Securities.

Restrictions in the
case of Non-Payment

If, on any Distribution Payment Date, payments of all Distribution (including any Arrears of Distribution and any Additional Distribution Amount) scheduled to be made on such date are not made in full by reason of Condition 4.3 of the terms and conditions of the Option A Securities, the Issuer shall not:

- (a) declare or pay any distributions or make any other payment on, and will procure that no distribution or other payment is made on, any of its Junior Obligations or (except on a *pro-rata* basis) its Parity Obligations; or
- (b) redeem, reduce, cancel, buy-back or acquire for any consideration any of its Junior Obligations or (except on a *pro-rata* basis) its Parity Obligations,

in each case, other than as a result of the exchange or conversion of its Parity Obligations for Junior Obligations, unless and until either a redemption of all the outstanding Option A Securities in accordance with Condition 7 of the terms and conditions of the Option A Securities has occurred, the next scheduled Distribution (including any Arrears of Distribution and any Additional Distribution Amount) has been paid in full equal to the amount of a Distribution (including any Arrears of Distribution and any Additional Distribution Amount) payable with respect to the most recent Distribution Payment Period that was unpaid in full or in part, has been paid in full, or an Extraordinary Resolution (as defined in the Trust Deed) by Securityholders has permitted such payment.

For the purposes of this section:

- (A) "**Distribution Payment Period**" means the period from and including the previous Distribution Payment Date or the Issue Date (as the case may be), to and excluding the next Distribution Payment

Date;

- (B) "**Junior Obligation**" means (i) the other subordinated obligations of the Issuer that are expressed by their terms to rank junior to the claims of the Securityholders, (ii) the CPS A Loan and CPS B Loan (both as defined in the scheme document (the "**Scheme Document**") issued by the Issuer in connection with the Scheme between the Issuer and its creditors dated 31 January 2021), (iii) any other shareholder loans extended by NewCo (as defined in the Scheme Document) to the Issuer and (iv) the common equity in the Issuer; and
- (C) "**Parity Obligation**" means (i) the Option B SPCS (as defined in the Scheme Document) and (ii) any instrument or security (including without limitation any preference shares issued), entered into or guaranteed by the Issuer (1) which ranks or is expressed to rank, by its terms or by operation of law, *pari passu* with the Option A Securities and (2) the terms of which provide that the making of payments thereon or distributions in respect thereof are fully at the discretion of the Issuer and/or, in the case of an instrument or security guaranteed by the Issuer, the issuer thereof.

Status of the
Option A Securities :

The Option A Securities will constitute direct, unconditional, subordinated and unsecured obligations of the Issuer. The Option A Securities shall at all times rank *pari passu*, and rateably without any preference or priority among themselves and *pari passu* with any Parity Obligations of the Issuer.

No Set-Off :

Subject to applicable law, no holder of Option A Securities may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Option A Securities, and each holder of Option A Securities shall, by virtue of his holding of any Option A Securities, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer. Notwithstanding the preceding sentence, if any of the amounts owing to any holder of Option A Securities

relating to them by the Issuer in respect of, or arising under or in connection with the Option A Securities relating to them is discharged by set-off, such holder of Option A Securities shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its winding-up or administration, the liquidator or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer) and accordingly any such discharge shall be deemed not to have taken place.

Redemption at the Option of the Company	:	The Issuer may, at any time on giving not less than 30 nor more than 60 days' irrevocable notice to the Securityholders (which shall, in the case of a partial redemption, specify the manner in which the Option A Securities are to be partially redeemed and any other applicable procedures relating to the partial redemption), redeem all or some of the Option A Securities at their principal amount, together with Distributions (including any Arrears of Distribution and any Additional Distribution Amount) accrued to the date fixed for redemption. Any partial redemption of outstanding Option A Securities shall be done on a <i>pro-rata</i> basis across the entire Series.
Clearing and Settlement	:	The Central Depository (Pte) Limited
Trustee	:	DB International Trust (Singapore) Limited
Principal Paying Agent	:	Deutsche Bank AG, Singapore Branch
Registrar	:	Deutsche Bank AG, Singapore Branch
Calculation Agent	:	Deutsche Bank AG, Singapore Branch
Governing Law	:	Singapore Law

Option B Securities

Issue Size	:	US\$27,498,008
Maturity Date	:	Not applicable; the Option B Securities are perpetual securities in respect of which there is no fixed redemption date.
Distributions	:	Subject to the terms and conditions of the

Option B Securities, the Option B Securities confer a right to receive distributions (each a "**Distribution**") from the Issue Date at the applicable Distribution Rate (as defined below) in accordance with the terms and conditions of the Option B Securities. Distributions shall be payable on the Option B Securities:

- (a) (subject always to (b) below and the first Distribution Payment Date as described below) annually in arrears on 30 June of each year in respect of amounts accruing for the period from (and including) 31 March of the preceding year and up to (and excluding) 31 March of such year; and
- (b) (in the case where the Issuer is no longer required to observe the Scheme Waterfall Undertaking (as defined in Condition 8 of the terms and conditions of the Option B Securities) for purposes of the Scheme) semi-annually in arrears on 30 June (in respect of amounts accruing for the period from (and including) 30 September of the preceding year and up to (and excluding) 31 March of such year) and 31 December (in respect of amounts accruing for the period from (and including) 31 March of the such year and up to (and excluding) 30 September of such year) of each year,

(each, a "**Distribution Payment Date**") except that the first Distribution Payment Date shall be on 30 June 2022 for amounts accruing for the period from (and including) the Issue Date and up to (and excluding) 31 March 2022. The payment of Distribution may be deferred in accordance with the terms and conditions of the Option B Securities.

Distribution Rate : The rate of Distribution ("**Distribution Rate**") applicable to the Option B Securities in respect of any period shall be:

- (a) in respect of the period from, and including, the Issue Date to, but excluding, 31 March 2026 ("**Year 6 Commencement Date**"), five (5) per cent. per annum;
- (b) in respect of the period from, and including, the Year 6 Commencement Date to, but excluding, 31 March 2029,

- six (6) per cent. per annum;
- (c) in respect of the period from, and including, 31 March 2029 to, but excluding, 31 March 2030, seven (7) per cent. per annum; and
- (d) in respect of the period after, and including, 31 March 2030, eight (8) per cent. per annum.

Form and Denomination : Registered form in the denomination of US\$1.00 each or in integral multiples thereof.

Global Certificate held through CDP exchangeable for definitive Certificates in the limited circumstances specified in the Global Certificate.

Mandatory Deferral of Distributions : Under Condition 4.3(a) of the terms and conditions of the Option B Securities, the Issuer hereby elects not to pay any Distribution (or part of any Distribution) which accrues from (and including) the Issue Date and up to (and excluding) the earlier of the date falling on (i) the Year 6 Commencement Date and (ii) the completion of a public offering of the ordinary shares of the Issuer for the purpose of and in connection with the admission of the Issuer on any securities exchange.

Optional Deferral of Distributions : Subject to Condition 4.3(a) of the terms and conditions of the Option B Securities, the Issuer may, at its sole discretion, elect not to pay a Distribution (or to pay only part of a Distribution) which is scheduled to be paid on a Distribution Payment Date by giving notice to the Securityholders (in accordance with Condition 15 of the terms and conditions of the Option B Securities) not more than 15 nor less than three (3) business days prior to a scheduled Distribution Payment Date.

Cumulative Deferral : Any Distribution deferred pursuant to the terms and conditions of the Option B Securities shall constitute "**Arrears of Distribution**", which may be further deferred in accordance with the terms and conditions of the Option B Securities and shall confer the right to distributions as if it constituted the principal of the Option B Securities at the applicable Distribution Rate prevailing in respect of each period. The amount of such distributions (the "**Additional Distribution Amount**") with respect to the Arrears of Distribution that is accrued up to any

Distribution Payment Date shall be added, for the purpose of calculating the Additional Distribution Amount accruing thereafter, to the amount of Arrears of Distribution remaining unpaid on such Distribution Payment Date so that it will itself become Arrears of Distribution. For purposes of interpreting the above, illustrative examples setting out the computation have been included in Appendix 1 of the terms and conditions of the Option B Securities.

Restrictions in the
case of Non-Payment

:

If, on any Distribution Payment Date, payments of all Distribution (including any Arrears of Distribution and any Additional Distribution Amount) scheduled to be made on such date are not made in full by reason of Condition 4.3 of the terms and conditions of the Option B Securities, the Issuer shall not:

- (a) declare or pay any distributions or make any other payment on, and will procure that no distribution or other payment is made on, any of its Junior Obligations or (except on a *pro-rata* basis) its Parity Obligations; or
- (b) redeem, reduce, cancel, buy-back or acquire for any consideration any of its Junior Obligations or (except on a *pro-rata* basis) its Parity Obligations,

in each case, other than as a result of the exchange or conversion of its Parity Obligations for Junior Obligations, unless and until either a redemption of all the outstanding Option B Securities in accordance with Condition 7 of the terms and conditions of the Option B Securities has occurred, the next scheduled Distribution (including any Arrears of Distribution and any Additional Distribution Amount) has been paid in full equal to the amount of a Distribution (including any Arrears of Distribution and any Additional Distribution Amount) payable with respect to the most recent Distribution Payment Period that was unpaid in full or in part, has been paid in full, or an Extraordinary Resolution (as defined in the Trust Deed) by Securityholders has permitted such payment.

For the purposes of this section:

- (A) "**Distribution Payment Period**" means the period from and including the previous Distribution Payment Date or the Issue

Date (as the case may be), to and excluding the next Distribution Payment Date;

- (B) "**Junior Obligation**" means (i) the other subordinated obligations of the Issuer that are expressed by their terms to rank junior to the claims of the Securityholders, (ii) the CPS A Loan and CPS B Loan (both as defined in the scheme document (the "**Scheme Document**") issued by the Issuer in connection with the Scheme between the Issuer and its creditors dated 31 January 2021), (iii) any other shareholder loans extended by NewCo (as defined in the Scheme Document) to the Issuer and (iv) the common equity in the Issuer; and
- (C) "**Parity Obligation**" means (i) the Option A SPCS (as defined in the Scheme Document) and (ii) any instrument or security (including without limitation any preference shares issued), entered into or guaranteed by the Issuer (1) which ranks or is expressed to rank, by its terms or by operation of law, *pari passu* with the Option B Securities and (2) the terms of which provide that the making of payments thereon or distributions in respect thereof are fully at the discretion of the Issuer and/or, in the case of an instrument or security guaranteed by the Issuer, the issuer thereof.

Status of the Option B Securities : The Option B Securities will constitute direct, unconditional, subordinated and unsecured obligations of the Issuer. The Option B Securities shall at all times rank *pari passu*, and rateably without any preference or priority among themselves and *pari passu* with any Parity Obligations of the Issuer.

No Set-Off : Subject to applicable law, no holder of Option B Securities may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Option B Securities, and each holder of Option B Securities shall, by virtue of his holding of any Option B Securities, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer. Notwithstanding the

preceding sentence, if any of the amounts owing to any holder of Option B Securities relating to them by the Issuer in respect of, or arising under or in connection with the Option B Securities relating to them is discharged by set-off, such holder of Option B Securities shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its winding-up or administration, the liquidator or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer) and accordingly any such discharge shall be deemed not to have taken place.

Redemption at the
Option of the
Company

:

The Issuer may, at any time on giving not less than 30 nor more than 60 days' irrevocable notice to the Securityholders (which shall, in the case of a partial redemption, specify the manner in which Option B Securities are to be partially redeemed and any other applicable procedures relating to the partial redemption), redeem all or some of the Option B Securities at their principal amount, together with Distributions (including any Arrears of Distribution and any Additional Distribution Amount) accrued to the date fixed for redemption. Any partial redemption of outstanding Option B Securities shall be done on a *pro-rata* basis across the entire Series.

Mandatory
Redemption on
Change of Control

:

The Option B Securities shall be redeemed at their principal amount, together with Distributions (including any Arrears of Distribution and any Additional Distribution Amount) by the Issuer on the date falling 30 business days following the occurrence of a Change of Control Event.

Notice of a Change of Control Event will promptly be given by the Issuer to the Securityholders in accordance with Condition 15 of the terms and conditions of the Option B Securities not more than 15 business days after a Change of Control Event.

For purposes of this section:

- (a) a "**Change of Control Event**" occurs when Ivy 2 Investments VCC together with Ivy 2 Affiliates cease(s) to be, as a collective group, directly or indirectly the

single largest shareholder of the Issuer;

- (b) "**Ivy 2 Affiliates**" means (i) any persons who directly or indirectly Controls, is Controlled by, or is under common Control with Ivy 2 Investments VCC; (ii) any persons who directly or indirectly Controls, is Controlled by, or is under common Control with Heliconia Capital Management Pte. Ltd.; (iii) any investment fund or investment holding company whose funds are managed or advised by Heliconia Capital Management Pte. Ltd.; or (iv) any investment fund or investment holding company whose funds are managed or advised by any fund management entity whose management is Controlled by the current management of Heliconia Capital Management Pte. Ltd.; and
- (c) "**Control**" means, in relation to a person, where another person: (A) has direct or indirect control: (i) over more than 50% of the total voting rights conferred by all the issued shares in the capital of that person which are ordinarily exercisable in general meeting; or (ii) of a majority of the board of directors of that person (in each case whether pursuant to relevant constitutional documents, contract or otherwise) or (B) otherwise has the power to direct or cease the direction, directly or indirectly, of the affairs, management or policies of such person and "**Controlled**", "**Controls**" and "**under common Control with**" shall be construed accordingly. For the avoidance of doubt, a general partner is deemed to control a limited partnership and a fund or investment holding company whose funds are advised or managed directly or indirectly by a person or by any fund management entity whose management is controlled directly or indirectly by the current management of that person shall also be deemed to be Controlled by such person.

Clearing and
Settlement

:

The Central Depository (Pte) Limited

Trustee

:

DB International Trust (Singapore) Limited

Principal Paying Agent	:	Deutsche Bank AG, Singapore Branch
Registrar	:	Deutsche Bank AG, Singapore Branch
Calculation Agent	:	Deutsche Bank AG, Singapore Branch
Governing Law	:	Singapore Law

3. **CLEARING AND SETTLEMENT**

In respect of Securities which are accepted for clearance by The Central Depository (Pte) Limited ("**CDP**") in Singapore, clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities ("**Depository System**") maintained by CDP.

CDP, a wholly-owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the securities accounts maintained by such accountholders with CDP.

In respect of Securities which are accepted for clearance by CDP, the entire issue of the Securities is to be held by CDP in the form of a global certificate for persons holding the Securities in securities accounts with CDP (the "**Depositors**"). Delivery and transfer of Securities between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors.

Settlement of over-the-counter trades in the Securities through the Depository System may be effected through securities sub-accounts held with corporate depositors (the "**Depository Agents**"). Depositors holding the Securities in direct securities accounts with CDP, and who wish to trade Securities through the Depository System, must transfer the Securities to a securities sub-account with a Depository Agent for trade settlement.

CDP is not involved in money settlement between the Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payment of interest and repayment of principal on behalf of issuers of debt securities.

Although CDP has established procedures to facilitate transfer of interests in the Securities in global form among Depositors, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None

of the Company, the Principal Paying Agent or any other agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

4. TAXATION

Eligible Scheme Creditors under the Scheme must ensure that they have read and understood Appendix C.

5. DOCUMENTS FOR INSPECTION

Upon prior written request and satisfactory proof of holding, the following documents are available during usual business hours (being 9:00 a.m. to 3:00 p.m. Monday to Friday other than public holidays) after the Issue Date (i) at the offices of Deutsche Bank AG, Singapore Branch at One Raffles Quay, #16-00 South Tower, Singapore 048583 (the "**Principal Paying Agent's Office**") or (ii) through electronic mail:

- (a) the trust deed constituting the Securities to be entered into between (1) the Company, as issuer, and (2) DB International Trust (Singapore) Limited, as trustee; and
- (b) the agency agreement to be entered into between (1) the Company, as issuer, (2) the Deutsche Bank AG, Singapore Branch, as principal paying agent, (3) Deutsche Bank AG, Singapore Branch, as registrar and transfer agent, and (4) DB International Trust (Singapore) Limited, as trustee.

Please call +65 6423 8001 or email: sg.csg@list.db.com (Attention: Corporate Trust) to arrange an appointment to view the above documents at the Principal Paying Agent's Office.

By Order of the Board of
Pacific International Lines (Private) Limited

Important Notice

This announcement is for information only and does not constitute or form part of any offer or invitation to sell or issue, or any solicitation of any offer to acquire, any Securities in any jurisdiction in which such an offer or solicitation is unlawful. The information contained in this announcement is not for release, publication or distribution to persons in the United States and should not be distributed, forwarded to or transmitted in or into any jurisdiction where to do so might constitute a violation of applicable securities laws or regulations. The issue, exercise or sale of Securities and the acquisition or purchase of the Securities is subject to specific legal or regulatory restrictions in certain jurisdictions. The Company assumes no responsibility in the event there is a violation by any person of such restrictions. The Securities are prescribed capital markets products.

The distribution of this announcement into jurisdictions other than Singapore may be restricted by law. Persons into whose possession this announcement and such other documents come should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction. Neither the content of the Company's website nor any website accessible by hyperlinks on the Company's website is incorporated in, or forms part of, this announcement.

This announcement is not an offer for sale of securities into the United States or elsewhere. The Securities may not be offered or sold in the United States absent registration or an exemption from registration under the Securities Act. The Company does not intend to register any portion of any offering in the United States or to conduct a public offering of securities in the United States.

APPENDIX A

TERMS AND CONDITIONS OF THE OPTION A SECURITIES

TERMS AND CONDITIONS OF THE OPTION A SECURITIES

The option A variable rate subordinated perpetual capital securities (the "**Securities**") of Pacific International Lines (Private) Limited (Unique Entity Number: 19670080N), a company incorporated in the Republic of Singapore and having its registered address at 140 Cecil Street, #03-00, PIL Building, Singapore 069540 (the "**Issuer**") are issued pursuant to the scheme of arrangement (the "**Scheme**") among the Issuer and certain of its creditors (the "**Scheme Creditors**"), which was approved by the requisite majorities of each class of Scheme Creditors pursuant to Section 210(3) of the Companies Act (Chapter 50 of Singapore) on 1 February 2021 and sanctioned by the High Court of the Republic of Singapore on 3 March 2021. The issue of the Securities was authorised by a resolution of the Board of Directors of the Issuer passed on 25 March 2021. The Securities are constituted by a trust deed (the "**Trust Deed**") dated 30 March 2021 between the Issuer and DB International Trust (Singapore) Limited (the "**Trustee**" which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the holders of the Securities. These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Securities. Upon prior written request and satisfactory proof of holding, copies of the Trust Deed, and of the agency agreement (the "**Agency Agreement**") dated 30 March 2021 relating to the Securities between the Issuer, the principal paying agent (the "**Principal Paying Agent**"), the registrar and transfer agent (the "**Registrar**"), the calculation agent (the "**Calculation Agent**") and the Trustee, are available during usual business hours (being 9:00 a.m. to 3:00 p.m. Monday to Friday other than public holidays) (i) at the principal office of the Trustee (presently at One Raffles Quay, #16-00 South Tower, Singapore 048583) and at the specified offices of the Principal Paying Agent and the Registrar or (ii) through electronic mail. "**Agents**" means the Principal Paying Agent, the Registrar, the Calculation Agent and any other agent or agents appointed from time to time with respect to the Securities. "**Transfer Agent**" means the Registrar, as transfer agent (or such further or other transfer agent or agents as may be appointed from time to time under the Trust Deed, or its successors in such capacity). The Securityholders (as defined below) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and are deemed to have notice of those applicable to them of the Agency Agreement. The Securities are issued with the benefit of a deed of covenant (as amended, varied or supplemented from time to time, the "**Deed of Covenant**") dated 30 March 2021 relating to the Securities executed by the Issuer. The Central Depository (Pte) Limited (the "**CDP**") depository services application form dated on or about 30 March 2021 has been signed by the Issuer for the provision of depository services by CDP.

Terms used in these terms and conditions (the "**Conditions**") shall, unless herein expressly defined otherwise, have the same meanings as the expressions used (a) the Trust Deed, (b) the Agency Agreement and (c) the Deed of Covenant.

1 FORM, DENOMINATION AND TITLE

1.1 Form and Denomination

- (a) The Securities of the Series of which this Security forms part are issued in registered form in the denomination of US\$1.00 each or in integral multiples thereof.
- (b) The Securities are represented by registered certificates (each a "**Securities Certificate**") and, save as provided in Condition 3.2 (*Transfer of Securities*), each Certificate shall represent the entire holding of Securities by the same holder.

1.2 Title

- (a) Title to the Securities passes only by transfer and registration in the Register as described in Condition 3.1 (*Register*). The registered holder of any Security will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or any writing on or the theft or loss of, the Securities Certificate (if any) issued in respect of it) and no person will be liable for so treating the holder.
- (b) For so long as any of the Securities is represented by a Global Certificate (as defined below) and such Global Certificate is held by CDP, each person who is for the time being shown in the records of CDP as the holder of a particular principal amount of such Securities (in which regard any certificate or other document issued by CDP as to the principal amount of such Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Principal Paying Agent, the Registrar, the Transfer Agent, the Calculation Agent, all other agents of the Issuer and the Trustee as the holder of such principal amount of Securities other than with respect to the payment of principal, premium, distribution, redemption and/or any other amounts in respect of the Securities, for which purpose the person whose name is shown on the Register shall be treated by the Issuer, the Principal Paying Agent, the Registrar, the Transfer Agent, the Calculation Agent, all other agents of the Issuer and the Trustee as the holder of such Securities in accordance with and subject to the terms of the Global Certificate (and the expressions "**Securityholder**" and "**holder**" and related expressions, where the context requires, shall be construed accordingly). Securities which are represented by the Global Certificate and held by CDP will be transferable only in accordance with the rules and procedures for the time being of CDP. For so long as any of the Securities is represented by a Global Certificate and such Global Certificate is held by CDP, the payment of principal, distribution and any other amounts in respect of the Securities shall be made by the CDP to the persons shown in the records of the CDP as the holder of Securities in accordance with the rules and procedures for the time being of the CDP and the record date for the purposes of determining entitlements to any payment of principal, distribution and any other amounts in respect of the Securities shall, unless otherwise specified by the Issuer, be the date falling five (5) business days prior to the relevant payment date (or such other date as may be prescribed by CDP).
- (c) In these Conditions, "**Global Certificate**" means the relevant Global Certificate representing each Series that is registered in the name of, or in the name of a nominee of CDP, "**Securityholder**" and "**holder**" means the person in whose name a Security is registered and "**holder**" means the person in whose name a Security is registered in the Register, "**Series**" means a Tranche, together with any further Tranche or Tranches, which are (A) expressed to be consolidated and forming a single series and (B) identical in all respects except for their respective issue dates, issue prices and/or dates of the first payment of distribution and "**Tranche**" means Securities which are identical in all respects.

2 STATUS AND RANKING OF CLAIMS

2.1 Status of the Securities

The Securities will constitute direct, unconditional, subordinated and unsecured obligations of the Issuer.

The Securities shall at all times rank *pari passu*, and rateably without any preference or priority among themselves and *pari passu* with any Parity Obligations of the Issuer.

The rights and claims of the Securityholders in respect of the Securities are subordinated as provided in this Condition 2 (*Status and Ranking of Claims*).

In these Conditions, "**Parity Obligation**" means (i) the Option B SPCS (as defined in the scheme document (the "**Scheme Document**") issued by the Issuer in connection with the Scheme between the Issuer and its creditors dated 31 January 2021) and (ii) any instrument or security (including without limitation any preference shares issued), entered into or guaranteed by the Issuer (1) which ranks or is expressed to rank, by its terms or by operation of law, *pari passu* with the Securities and (2) the terms of which provide that the making of payments thereon or distributions in respect thereof are fully at the discretion of the Issuer and/or, in the case of an instrument or security guaranteed by the Issuer, the issuer thereof.

2.2 Ranking of Claims in respect of the Securities

Subject to the insolvency laws of Singapore and other applicable laws, in the event of the winding-up of the Issuer, the rights of the Securityholders in respect of the Securities to payment of principal of and distribution on the Securities are expressly subordinated and subject in right of payment to the prior payment in full of all claims of senior creditors of the Issuer but at least *pari passu* with all other subordinated obligations of the Issuer that are not expressed by their terms to rank junior to the claims of the Securityholders and in priority to (i) the other subordinated obligations of the Issuer that are expressed by their terms to rank junior to the claims of the Securityholders, (ii) the CPS A Loan and CPS B Loan (both as defined in the Scheme Document), (iii) any other shareholder loans extended by NewCo (as defined in the Scheme Document) to the Issuer and (iv) the common equity in the Issuer.

2.3 No set-off

Subject to applicable law, no holder of Securities may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Securities, and each holder of Securities shall, by virtue of his holding of any Securities, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer. Notwithstanding the preceding sentence, if any of the amounts owing to any holder of Securities relating to them by the Issuer in respect of, or arising under or in connection with the Securities relating to them is discharged by set-off, such holder of Securities shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its winding-up or administration, the liquidator or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer) and accordingly any such discharge shall be deemed not to have taken place.

3 TRANSFER OF SECURITIES AND ISSUE OF SECURITIES CERTIFICATES

3.1 Register

The Issuer shall procure to be kept a register (the "**Register**") on which shall be entered the names and addresses of the holders of the Securities and the particulars of the Securities held by them by the Registrar in accordance with the provisions of the Agency Agreement.

3.2 Transfer of Securities

Subject to Conditions 1.2(b) (*Title*), 3.5 (*Transfers Free of Charge*) and 3.6 (*Closed Periods*), one or more Securities may be transferred upon the surrender (at the specified office of the Registrar or such other Transfer Agent) of the Securities Certificate representing such

Securities to be transferred, together with the form of transfer endorsed on such Securities Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer) duly completed and executed and any other evidence as the Registrar or such Transfer Agent may require to prove the title of the transferor and the authority of the individuals that have executed the form of transfer. No transfer of title to any Security will be valid or effective unless and until entered on the Register. In the case of a transfer of part only of a holding of Securities represented by one Securities Certificate, a new Securities Certificate shall be issued to the transferee in respect of the part transferred and a further new Securities Certificate in respect of the balance of the holding not transferred shall be issued to the transferor provided that, in the case of a transfer of any Securities to a person who is already a holder of such Securities, a new Securities Certificate representing the enlarged holding shall only be issued against surrender of the Securities Certificate representing the existing holding. All transfers of Securities and entries on the Register will be made subject to the detailed regulations concerning transfers of Securities scheduled to the Agency Agreement. The Issuer, with the prior written approval of the Registrar, may, without the consent of the Securityholders, modify the regulations concerning the transfer of Securities. A copy of the current regulations will be made available by the Registrar to any Securityholder upon request.

3.3 Exercise of Options or Partial Redemption in Respect of the Securities

In the case of an exercise of the Issuer's option in respect of, or a partial redemption of, a holding of Securities represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Securities of the same holding having different terms, separate Certificates shall be issued in respect of those Securities of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any other Transfer Agent.

3.4 Delivery of New Securities Certificates

Each new Certificate to be issued pursuant to Condition 3.2 (*Transfer of Securities*) or 3.3 (*Exercise of Options or Partial Redemption in Respect of the Securities*) shall be available for delivery within seven business days of receipt of the form of transfer and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Registrar or such other Transfer Agent (as the case may be) to whom delivery or surrender of such form of transfer or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the Registrar or the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 3.4 only, "**business day**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which banks are open for business in the place of the specified office of the Registrar or the relevant Transfer Agent (as the case may be).

3.5 Transfers Free of Charge

Transfers of Securities and Securities Certificates on registration, transfer, exercise of an optional or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or any other Transfer Agent but upon payment of any tax or other governmental charges that may be imposed in relation to it in respect of tax or charges.

3.6 Closed Periods

No Securityholder may require the transfer of a Security to be registered after any such Security has been called for redemption.

4 DISTRIBUTION

4.1 Calculations

Subject to Condition 4.3 (*Distribution Discretion*), the Securities confer a right to receive distributions (each a "**Distribution**") from 30 March 2021 (the "**Issue Date**") at the applicable Distribution Rate (as defined in Condition 4.2 (*Rate of Distribution*)) in accordance with this Condition 4 (*Distribution*). Subject to Condition 4.3 (*Distribution Discretion*), Distributions shall be payable on the Securities:

- (a) (subject always to (b) below and the first Distribution Payment Date as described below) annually in arrears on 30 June of each year in respect of amounts accruing for the period from (and including) 31 March of the preceding year and up to (and excluding) 31 March of such year; and
- (b) (in the case where the Issuer is no longer required to observe the Scheme Waterfall Undertaking (as defined in Condition 8 (*Debt Service Waterfall*)) below) for purposes of the Scheme) semi-annually in arrears on 30 June (in respect of amounts accruing for the period from (and including) 30 September of the preceding year and up to (and excluding) 31 March of such year) and 31 December (in respect of amounts accruing for the period from (and including) 31 March of the such year and up to (and excluding) 30 September of such year) of each year,

(each, a "**Distribution Payment Date**") except that the first Distribution Payment Date shall be on 30 June 2022 for amounts accruing for the period from (and including) the Issue Date and up to (and excluding) 31 March 2022.

Unless otherwise provided for in these Conditions, each Security will cease to confer the right to receive any Distribution from the date of redemption unless, upon due presentation, payment of the full amount due is improperly withheld or refused. In such an event, Distribution will continue to accrue at the applicable Distribution Rate (after as well as before any judgment) up to but excluding the date on which all sums due in respect of any Security are received by or on behalf of the relevant Securityholder.

The Calculation Agent shall, as soon as practicable on the date falling 15 business days prior to each Distribution Payment Date (each, a "**Distribution Determination Date**"), or such other time on such date as the Calculation Agent may be required to calculate any amount, calculate the Distribution Amounts for the relevant Distribution Period, calculate the Redemption Amount, or make such calculation, as the case may be. If a Distribution is required to be calculated for a period other than one year, in respect of each Security, it shall be calculated by applying the Distribution Rate to the principal amount of each Security, multiplying the product by the relevant Day Count Fraction (as defined below), and rounding the resulting figure to the nearest cent (half a cent being rounded upwards).

The relevant "**Day Count Fraction**" in respect of any period a Distribution is required to be paid in respect of a Security means the relevant period, from (and including) the date from which Distributions begin to accrue to (but excluding) the last day of the relevant distribution period or, as the case may be, the date of redemption, calculated on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed on the basis of a month of 30 days.

The Calculation Agent shall, as soon as possible and in any event not later than four business days after the Distribution Determination Date, cause the Distribution Rate and the Distribution Amounts for each Security to be notified to the Issuer, the Principal Paying Agent and the Trustee. The Calculation Agent will also cause, at the expense of the Issuer, the Distribution Rate and the Distribution Amounts for each Distribution Payment Period to be notified to Securityholders in accordance with Condition 15 (*Notices*) as soon as possible after their determination. The Distribution Rate and Distribution Amounts so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the distribution period by reason of any Distribution Payment Date not being a business day. If an Enforcement Event occurs in relation to the Securities, the Distribution Rate and Distribution Amounts payable in respect of the Securities shall nevertheless continue to be calculated as previously in accordance with this Condition and shall be notified to Securityholders in accordance with Condition 15 (*Notices*) as soon as possible after their determination.

If the Calculation Agent does not at any material time determine or calculate the Distribution Amount or Redemption Amount, the Issuer shall notify the Trustee and the Principal Paying Agent and use commercially reasonable endeavours to appoint an alternative Calculation Agent. In doing so, the alternative Calculation Agent shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects, it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

For so long as any of the Securities are represented by the Global Certificate and the Global Certificate is held by the CDP, Distribution (including any Arrears of Distribution and any Additional Distribution Amount) payable on such Securities will be determined based on the aggregate holdings of Securities of each person who is for the time being shown the records of the CDP as the holder of a particular amount of such Securities.

4.2 Rate of Distribution

The rate of Distribution ("**Distribution Rate**") applicable to the Securities in respect of any period shall be:

- (a) in respect of the period from, and including, the Issue Date to, but excluding, 31 March 2023, one (1) per cent. per annum;
- (b) in respect of the period from, and including, 31 March 2023 to, but excluding, 31 March 2025, two (2) per cent. per annum;
- (c) in respect of the period from, and including, 31 March 2025 to, but excluding, 31 March 2028, three (3) per cent. per annum; and
- (d) in respect of the period after, and including, 31 March 2028, five (5) per cent. per annum.

4.3 Distribution Discretion

- (a) *Mandatory Deferral:* The Issuer hereby elects not to pay any Distribution (or part of any Distribution) which accrues from (and including) the Issue Date and up to (and excluding) the earlier of the date falling on (i) 31 March 2027 and (ii) the completion of a public offering of the ordinary shares of the Issuer for the purpose of and in connection with the admission of the Issuer on any securities exchange. For avoidance of doubt, where the context applies, the Issuer may elect to pay part of the Distribution accruing during the period commencing from (and including) the date of completion of the above-

mentioned public offering ("**Public Offering Date**") and ending on (but excluding) the next most immediate 31 March falling after such Public Offering Date.

- (b) *Optional Deferral*: Subject to Condition 4.3(a) (*Distribution Discretion — Mandatory Deferral*) above, the Issuer may, at its sole discretion, elect not to pay a Distribution (or to pay only part of a Distribution) which is scheduled to be paid on a Distribution Payment Date by giving notice (an "**Optional Payment Notice**") to the Securityholders (in accordance with Condition 15 (*Notices*)) not more than 15 nor less than three (3) business days prior to a scheduled Distribution Payment Date.
- (c) *No obligation to pay*: Subject to Condition 4.3(d) (*Distribution Discretion — Cumulative Deferral*) and Condition 4.3(f) (*Distribution Discretion — Satisfaction of Arrears of Distribution by Payment*), the Issuer shall have no obligation to pay any Distribution (including any Arrears of Distribution and any Additional Distribution Amount) on any Distribution Payment Date and any failure to pay a Distribution in whole or in part shall not constitute a default of the Issuer in respect of the Securities.
- (d) *Cumulative Deferral*: Any Distribution deferred pursuant to Conditions 4.3(a) (*Distribution Discretion — Mandatory Deferral*) and 4.3(b) (*Distribution Discretion — Optional Deferral*) shall constitute "**Arrears of Distribution**". The Issuer may, at its sole discretion, elect to further defer any Arrears of Distribution by complying with the notice requirement applicable (if any) to any deferral of an accrued Distribution set out in Condition 4.3(b) (*Distribution Discretion — Optional Deferral*). The Issuer is not subject to any limit as to the number of times Distributions and Arrears of Distributions can or shall be deferred pursuant to this Condition 4.3 (*Distribution Discretion*) except that this Condition 4.3(d) (*Distribution Discretion — Cumulative Deferral*) shall be complied with until all outstanding Arrears of Distribution have been paid in full.

Each amount of Arrears of Distribution shall confer the right to distributions as if it constituted the principal of the Securities at the applicable Distribution Rate prevailing in respect of each period in accordance with Condition 4.2 (*Rate of Distribution*) and the amount of such distributions (the "**Additional Distribution Amount**") with respect to Arrears of Distribution shall be due and payable pursuant to this Condition 4.3 (*Distribution Discretion*) and shall be calculated by applying the applicable Distribution Rate prevailing in respect of each period in accordance with Condition 4.2 (*Rate of Distribution*) to the amount of the Arrears of Distribution and otherwise *mutatis mutandis* as provided in the foregoing provisions of Conditions 4.1 (*Calculations*) and 4.2 (*Rate of Distribution*). The Additional Distribution Amount accrued up to any Distribution Payment Date shall be added, for the purpose of calculating the Additional Distribution Amount accruing thereafter, to the amount of Arrears of Distribution remaining unpaid on such Distribution Payment Date so that it will itself become Arrears of Distribution.

For purposes of interpreting the above provision, illustrative examples setting out the computation have been included in Appendix 1 of these Conditions. In the event of any conflict between this Condition 4.3(d) (*Distribution Discretion — Cumulative Deferral*) and Appendix 1, Appendix 1 will prevail.

- (e) *Restrictions in the case of Non-Payment*: If, on any Distribution Payment Date, payments of all Distribution (including any Arrears of Distribution and any Additional Distribution Amount) scheduled to be made on such date are not made in full by reason of this Condition 4.3 (*Distribution Discretion*), the Issuer shall not:
 - (i) declare or pay any distributions or make any other payment on, and will procure that no distribution or other payment is made on, any of its Junior Obligations or (except on a *pro-rata* basis) its Parity Obligations; or
 - (ii) redeem, reduce, cancel, buy-back or acquire for any consideration any of its Junior Obligations or (except on a *pro-rata* basis) its Parity Obligations,

in each case, other than as a result of the exchange or conversion of its Parity

Obligations for Junior Obligations, unless and until either a redemption of all the outstanding Securities in accordance with Condition 7 (*Redemption and Cancellation*) has occurred, the next scheduled Distribution (including any Arrears of Distribution and any Additional Distribution Amount) has been paid in full equal to the amount of a Distribution (including any Arrears of Distribution and any Additional Distribution Amount) payable with respect to the most recent Distribution Payment Period that was unpaid in full or in part, has been paid in full, or an Extraordinary Resolution (as defined in the Trust Deed) by Securityholders has permitted such payment.

In these Conditions:

- (A) **"Distribution Payment Period"** means the period from and including the previous Distribution Payment Date or the Issue Date (as the case may be), to and excluding the next Distribution Payment Date; and
 - (B) **"Junior Obligation"** means (i) the other subordinated obligations of the Issuer that are expressed by their terms to rank junior to the claims of the Securityholders, (ii) the CPS A Loan and CPS B Loan, (iii) any other shareholder loans extended by NewCo to the Issuer and (iv) the common equity in the Issuer.
- (f) *Satisfaction of Arrears of Distribution by Payment:* The Issuer:
- (i) may satisfy any Arrears of Distribution (in whole or in part) at any time together with any Additional Distribution Amount by giving notice of such election to the Securityholders (in accordance with Condition 15 (*Notices*)) not more than 15 nor less than three (3) business days prior to the relevant payment date specified in such notice (which notice is irrevocable and shall oblige the Issuer to pay the relevant Arrears of Distribution on the payment date specified in such notice); and
 - (ii) in any event shall satisfy all Arrears of Distribution (in whole but not in part) on the earlier of (A) the date of redemption of the Securities in accordance with Condition 7.2 (*Optional Redemption by the Issuer*) and (B) the date such amount becomes due under Condition 9 (*Enforcement Events*) or on a winding-up of the Issuer.
- Any partial payment of outstanding Arrears of Distribution or any Additional Distribution Amount by the Issuer shall be shared by the Securityholders of the entire Series on a *pro-rata* basis.
- (g) *No default:* Notwithstanding any other provision in these Conditions, the non-payment of any Distribution (including any Arrears of Distribution or any Additional Distribution Amount) payment in accordance with this Condition 4.3 (*Distribution Discretion*) shall not constitute a default for any purpose (including, without limitation, pursuant to Condition 9 (*Enforcement Events*)) on the part of the Issuer.

5 **TAXATION**

All payments in respect of the Securities by the Issuer shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts as will result in the receipt by the Securityholders of such amounts as would have been received by them had no such deduction or withholding been required, except that no such additional amounts shall be payable in respect of any Security presented (or in respect of which the Certificate representing it is presented) for payment:

- (a) by or on behalf of a holder who is subject to such taxes, duties, assessments or governmental charges by reason of his being connected with Singapore, otherwise than by reason only of the holding of such Security or the receipt of any sums due in respect of such Security (including, without limitation, the holder being a resident of, or a permanent establishment in, Singapore);
- (b) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days; or
- (c) by or on behalf of a holder who would be able to lawfully avoid (but has not so avoided) such deduction or withholding by making a declaration or any other statement including, but not limited to, a declaration of residence or non-residence but fails to do so.

For the avoidance of doubt, neither the Issuer nor any other person shall be required to pay any additional amounts or otherwise indemnify a holder for any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or any intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law, regulation or directive implementing such an intergovernmental agreement).

As used in these Conditions, "**Relevant Date**" in respect of any Security means the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date falling seven days after that on which notice is duly given to the Securityholders in accordance with Condition 15 (*Notices*) that, upon further presentation of the relative Certificate being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon presentation, and references to "**principal**" shall be deemed to include any premium payable in respect of the Securities, all Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 7 (*Redemption and Cancellation*), "**distribution**" shall be deemed to include all Distribution Amounts and all other amounts payable pursuant to Condition 4 (*Distribution*) and any reference to "**principal**" and/or "**premium**" and/or "**Redemption Amounts**" and/or "**distribution**" shall be deemed to include any additional amounts which may be payable under these Conditions.

6 **PAYMENTS**

6.1 **Method of Payment**

- (i) Payments of principal in respect of the Securities will, subject as mentioned below, be made against presentation and surrender of the relevant Securities Certificates at the specified office of the Registrar or any other Transfer Agent and in the manner provided in Condition 6.1(ii).
- (ii) Distribution (including any Arrears of Distribution and any Additional Distribution Amount) on the Securities shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of distribution on each Security shall be made by transfer to the registered account of the Securityholder. In the event that a Securityholder does not have a registered account, the Principal Paying Agent will make such payment by a cheque drawn in the currency in which payment is due on and mailed to the holder

(or to the first named of joint holders) of such Security at its address appearing in the Register.

- (iii) Notwithstanding the foregoing, so long as the Global Certificate is held by CDP, each payment in respect of the Global Certificate will be made to the person shown as the holder in the Register at the close of business on the fifth business day before the due date for payment thereof.

6.2 Payments subject to law etc.

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, but without prejudice to the provisions of Condition 5 (*Taxation*). No commission or expenses shall be charged to the Securityholders in respect of such payments.

6.3 Appointment of Agents

The Principal Paying Agent, the Registrar and the Calculation Agent initially appointed by the Issuer and their specified offices are listed below. The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying Agent, the Registrar and/or the Calculation Agent in accordance with the terms of the Agency Agreement and to appoint additional or other Agents, provided that they will at all times maintain (i) a Principal Paying Agent having a specified office in Singapore; (ii) a Registrar and (iii) a Calculation Agent.

Notice of any such change or any change of any specified office will promptly be given by the Issuer to the Securityholders in accordance with Condition 15 (*Notices*).

6.4 Registered Accounts

For the purposes of this Condition 6 (*Payments*), a Securityholder's registered account means the bank account, details of which have been notified by the relevant Securityholder to the Principal Paying Agent at least seven (7) business days before the due date for payment, and a Securityholder's registered address means its address appearing on the Register at that time.

6.5 Fiscal Laws

All payments are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to Condition 5 (*Taxation*). No commissions or expenses shall be charged to the Securityholders in respect of such payments.

6.6 Payment Initiation

Where payment is to be made by transfer to a registered account, payment instructions (for value on the due date or, if that is not a business day, for value on the first following day which is a business day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed by the Principal Paying Agent (at the risk and, if mailed at the request of the holder otherwise than by ordinary mail, expense of the holder) on the due date for payment (or, if it is not a business day, the immediately following business day) or, in the case of a payment of principal, if later, on the business day on which the relevant Securities Certificate is surrendered at the registered office of the Issuer.

6.7 Business Day

In these Conditions, "**business day**" means a day (other than a Saturday, Sunday or public holiday) on which CDP and commercial banks are open for business in Singapore and the United States of America.

6.8 No Entitlement

Securityholders will not be entitled to any Distribution (including any Arrears of Distribution and any Additional Distribution Amount) or other payment:

- (a) for any delay after the due date in receiving the amount due if the due date is not a business day; or
- (b) if the Securityholder is late in surrendering its Securities Certificate (if required to do so).

7 REDEMPTION AND CANCELLATION

7.1 No Fixed Redemption Date

The Securities are perpetual securities in respect of which there is no fixed redemption date. The Securities may not be redeemed at the option of the Issuer other than in accordance with this Condition.

7.2 Optional Redemption by the Issuer

The Issuer may, at any time on giving not less than 30 nor more than 60 days' irrevocable notice to the Securityholders (which shall, in the case of a partial redemption, specify the manner in which Securities are to be partially redeemed and any other applicable procedures relating to the partial redemption), redeem all or some of the Securities at their principal amount, together with Distributions (including any Arrears of Distribution and any Additional Distribution Amount) accrued to the date fixed for redemption. Any partial redemption of outstanding Securities shall be done on a *pro-rata* basis across the entire Series.

7.3 Cancellation

All Securities which are redeemed by the Issuer, will forthwith be cancelled.

8 DEBT SERVICE WATERFALL

For so long as the Securities are outstanding, the Issuer shall ensure that all payments by the Issuer to their respective creditors shall be undertaken in compliance with the order of priority set out in Annex A of Schedule 6 of the Scheme Document, as may be amended from time to time (the "**Scheme Waterfall Undertaking**").

9 ENFORCEMENT EVENTS

9.1 Enforcement Events: If any of the following events (together, the "**Enforcement Events**") occurs:

- (a) Non-Payment

the Issuer fails to pay the principal of or any Distributions (including any Arrears of Distribution and any Additional Distribution Amount) on any of the Securities when due and such failure continues for a period of seven (7) business days in the case of Distributions; or

(b) Winding-up

an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer;

then, the Trustee may, subject to Condition 9.3 (*Entitlement of Trustee*) and provided that such Enforcement Event has not been waived, without further notice to the Issuer, institute proceedings for the winding-up of the Issuer and/or prove in the winding-up of the Issuer and/or claim in the liquidation of the Issuer for payment of the Securities at their principal amount together with any Distributions (including any outstanding Arrears of Distribution and any Additional Distribution Amount) accrued to such date.

Notwithstanding any of the provisions in this Condition 9 (*Enforcement Events*), the right to institute winding-up proceedings is limited to circumstances where payment has become due. In the case of any Distribution (including any Arrears of Distribution and any Additional Distribution Amount), such Distribution (including any Arrears of Distribution and any Additional Distribution Amount) will not be due if the Distribution has been deferred in accordance with Conditions 4.3(a) (*Distribution Discretion — Mandatory Deferral*) and 4.3(b) (*Distribution Discretion — Optional Deferral*).

9.2 Enforcement

Without prejudice to Condition 9.1 (*Enforcement Events*) but subject to the provisions of Condition 9.3 (*Entitlement of Trustee*), the Trustee may without further notice to the Issuer institute such proceedings against the Issuer to enforce any term or condition binding on the Issuer under the Securities or the Trust Deed, as the case may be, (other than any payment obligation of the Issuer under or arising from the Securities, including, without limitation, payment of any principal or premium or satisfaction of any distributions (including any damages awarded for breach of any obligations)) and in no event shall the Issuer, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it.

9.3 Entitlement of Trustee

The Trustee shall not and shall not be obliged to take any of the actions referred to in Condition 9.1 (*Enforcement Events*) or Condition 9.2 (*Enforcement*) against the Issuer to enforce the terms of the Securities or the Trust Deed unless (i) it shall have been so requested in writing by Securityholders holding not less than 30 per cent. in principal amount of the Securities outstanding or so directed by an Extraordinary Resolution of the Securityholders and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

9.4 Right of Securityholders

No Securityholder shall be entitled to proceed directly against the Issuer or to institute proceedings for the winding-up of the Issuer and/or prove in the winding-up of the Issuer and/or claim in the liquidation of the Issuer unless the Trustee, having become so bound to proceed or being able to prove in such winding-up or claim, fails or neglects to do so within a reasonable period and such failure or neglect shall be continuing, in which case the Securityholder shall have only such rights against the Issuer as those which the Trustee is entitled to exercise as set out in this Condition 9 (*Enforcement Events*).

9.5 Extent of Securityholders' remedy

No remedy against the Issuer, other than as referred to in this Condition 9 (*Enforcement Events*), shall be available to the Trustee or the Securityholders, whether for the recovery of amounts owing in respect of the Trust Deed, the Securities or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Trust Deed or the Securities (as applicable).

9.6 Damages subject to Subordination

If any court awards money, damages or other restitution for any default with respect to the performance by the Issuer of its obligations contained in the Trust Deed and the Securities, the payment of such moneys, damages or other restitution shall be subject to the subordination provisions set out in these Conditions and Clause 7 of the Trust Deed.

10 MEETING OF SECURITYHOLDERS AND MODIFICATIONS

The Trust Deed contains provisions for convening meetings of Securityholders (including by teleconference or videoconference call) of a Series to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Securities of such Series (including these Conditions insofar as the same may apply to such Securities) or any of the provisions of the Trust Deed.

The Trustee or the Issuer at any time may, and the Trustee upon the request in writing by Securityholders holding not less than 30 per cent. of the principal amount of the Securities of any Series for the time being outstanding, and after being indemnified and/or secured and/or pre-funded to its satisfaction against all costs and expenses shall, convene a meeting of the Securityholders of that Series. An Extraordinary Resolution duly passed at any such meeting shall be binding on all the Securityholders of the relevant Series (save where provided to the contrary in the Trust Deed and these Conditions), except that any Extraordinary Resolution proposed, *inter alia*, (a) to amend the dates of redemption of the Securities or any date for payment of Distribution (including any Arrears of Distribution and any Additional Distribution Amount) on the Securities, (b) to reduce or cancel the principal amount of, or any premium payable on redemption of, the Securities, (c) to reduce the rate or rates of distribution in respect of the Securities or to vary the method or basis of calculating the rate or rates of distribution or the basis for calculating any Distribution (including any Arrears of Distribution and any Additional Distribution Amount) in respect of the Securities, (d) to vary any method of, or basis for, calculating the redemption amount of the Securities, (e) to vary the currency or currencies of payment or denomination of the Securities, (f) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, or (g) to modify the provisions concerning the quorum required at any meeting of Securityholders or the majority required to pass the Extraordinary Resolution or (h) to amend the subordination provisions of the Securities, will only be binding if passed at a meeting of the Securityholders of the relevant Series (or at any adjournment thereof) at which a special quorum (provided for in the Trust Deed) is present.

The Trustee may at any time or times without any consent or sanction of the Securityholders, concur with the Issuer in making any modification (i) to the Trust Deed (except as mentioned in the Trust Deed) or any of the other Issue Documents (as defined in the Trust Deed) which in the opinion of the Trustee it may be expedient to make, provided the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Securityholders or (ii) to the Trust Deed or any of the other Issue Documents which in the opinion of the Trustee is of a formal, minor or technical nature, to correct a manifest error or an error which is, in the

opinion of the Trustee, proven or is required by the CDP. Any such modification shall be binding on the Securityholders and, unless the Trustee otherwise agrees in writing, the Issuer shall cause such modification to be notified to the Securityholders as soon as practicable thereafter in accordance with Condition 15 (*Notices*).

In connection with the exercise by it of any of its powers, trusts, authorities and discretions (including but not limited to those in relation to any proposed modification, authorisation or waiver of any breach or proposed breach of any of the Conditions or any of the provisions of the Trust Deed), the Trustee shall have regard to the interests of the Securityholders as a class and shall not have regard to any interest arising from circumstances particular to individual Securityholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Securityholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or otherwise to the tax consequences thereof and the Trustee shall not be entitled to require, nor shall any Securityholder be entitled to claim from the Issuer or the Trustee any indemnification or payment in respect of any tax consequence of any such exercise upon individual Securityholders except to the extent provided for in Condition 5 (*Taxation*).

11 PREScription

Claims against the Issuer for payment in respect of the Securities shall be prescribed and become void unless made within five years (in the case of principal) or three years (in the case of Distributions (including Arrears of Distribution and Additional Distribution Amounts)) from the date on which such payment first becomes due in respect of them.

12 INDEMNIFICATION OF THE TRUSTEE

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking proceedings to enforce repayment and from taking action to convene meetings unless indemnified, secured and/or pre-funded to its satisfaction. The Trustee or any corporation related to it is also entitled to enter into business transactions with the Issuer (or any of its related corporations) without accounting to the Securityholders for any profit resulting from such transactions.

The Trustee may rely (without liability to Securityholders) on the opinion, advice or certificate of, or any information obtained from, any lawyer, valuer, banker, securities company, broker, accountant, surveyor, auctioneer or other expert in Singapore or elsewhere whether obtained by the Trustee, the Issuer or the Principal Paying Agent or otherwise, whether or not addressed to the Trustee, and whether or not the opinion, advice, certificate or information contains a monetary or other limit on liability.

Each Securityholder shall be solely responsible for making and continuing to make its own independent appraisal and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer, and the Trustee shall not at any time have any responsibility for the same and each Securityholder shall not rely on the Trustee in respect thereof.

13 FURTHER ISSUES

The Issuer may from time to time without the consent of the Securityholders create and issue further securities either having the same terms and conditions as the Securities in all respects

(or in all respects except for the first payment of Distributions on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Securities) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Securities include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Securities.

14 REPLACEMENT OF SECURITIES CERTIFICATES

If any Securities Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Registrar or at the specified office of such other Transfer Agent as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to the Securityholders in accordance with Condition 15 (*Notices*), upon payment by the claimant of the costs, expenses and duties incurred in connection with the replacement and on such terms as to evidence, undertaking, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Securities Certificate is subsequently presented for payment, there will be paid to the Issuer on demand the amount payable by the Issuer in respect of such Securities Certificate) or otherwise as the Issuer may require. Mutilated or defaced Securities Certificates must be surrendered before replacements will be issued.

15 NOTICES

For purposes of communications under these Conditions, Clause 11 (*Notices*) of the Scheme Document shall apply.

16 TIMING

References in the Conditions to a time of day shall be references to Singapore time (unless otherwise expressly provided for).

17 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

No person shall have any right to enforce any of the Conditions under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore).

18 GOVERNING LAW AND JURISDICTION

18.1 Governing Law

These Conditions shall be governed by, and construed in accordance with, the laws of Singapore.

18.2 Dispute Resolution

The courts of Singapore have exclusive jurisdiction to settle any disputes that may arise out of or in connection with these Conditions (including any dispute relating to any non-contractual obligation arising from or in connection with these Conditions and any dispute regarding the existence, validity or termination of these Conditions) (a "**Dispute**").

The Issuer agrees that the courts of Singapore are the most appropriate and convenient courts to settle Disputes and accordingly, it shall not argue to the contrary.

Principal Paying Agent, Registrar and Calculation Agent

Deutsche Bank AG, Singapore Branch

One Raffles Quay

#16-00 South Tower

Singapore 048583

Appendix 1

Calculation of Arrears of Distribution and Additional Distribution Amount in accordance with Condition 4.3(d)

The descriptions below are meant to be illustrations of how the Arrears of Distribution and Additional Distribution Amounts referred to in Condition 4.3(d) is proposed to be calculated and is specifically prepared to assist in the interpretation of Condition 4.3(d).

Illustration parameters:

- (a) Issue date – 31 March 2021
- (b) Principal Amount of Securities – US\$200,000.
- (c) No public offering of the ordinary shares of the Issuer.
- (d) Issuer does not elect to defer Distribution accrued (save for Arrears of Distribution and Additional Distribution Amounts accrued or accruing from Distribution deferred by way of mandatory deferral in accordance with Condition 4.3(a)).

Payment Date	30-06-22	30-06-23	30-06-24	30-06-25	30-06-26	30-06-27	30-06-28	30-06-29	30-06-30	30-06-31
Applicable Distribution Rate	1.0%	1.0%	2.0%	2.0%	3.0%	3.0%	3.0%	5.0%	5.0%	5.0%
Principal	US\$200,000	US\$200,000	US\$200,000	US\$200,000	US\$200,000	US\$200,000	US\$200,000	US\$200,000	US\$200,000	US\$200,000
Deferred Distributions										
Cumulative Arrears of Distribution	US\$2,000	US\$4,020	US\$8,100	US\$12,262	US\$18,630	US\$25,189	US\$25,189	US\$25,189	US\$25,189	US\$25,189
Cash Distributions										
Distribution	-	-	-	-	-	-	US\$6,000	US\$10,000	US\$10,000	US\$10,000
Additional Distribution Amount	-	-	-	-	-	-	US\$756	US\$1,259	US\$1,259	US\$1,259
Distribution plus Additional Distribution Amount	-	-	-	-	-	-	US\$6,756	US\$11,259	US\$11,259	US\$11,259

APPENDIX B

TERMS AND CONDITIONS OF THE OPTION B SECURITIES

TERMS AND CONDITIONS OF THE OPTION B SECURITIES

The option B variable rate subordinated perpetual capital securities (the "**Securities**") of Pacific International Lines (Private) Limited (Unique Entity Number: 19670080N), a company incorporated in the Republic of Singapore and having its registered address at 140 Cecil Street, #03-00, PIL Building, Singapore 069540 (the "**Issuer**") are issued pursuant to the scheme of arrangement (the "**Scheme**") among the Issuer and certain of its creditors (the "**Scheme Creditors**"), which was approved by the requisite majorities of each class of Scheme Creditors pursuant to Section 210(3) of the Companies Act (Chapter 50 of Singapore) on 1 February 2021 and sanctioned by the High Court of the Republic of Singapore on 3 March 2021. The issue of the Securities was authorised by a resolution of the Board of Directors of the Issuer passed on 25 March 2021. The Securities are constituted by a trust deed (the "**Trust Deed**") dated 30 March 2021 between the Issuer and DB International Trust (Singapore) Limited (the "**Trustee**" which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the holders of the Securities. These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Securities. Upon prior written request and satisfactory proof of holding, copies of the Trust Deed, and of the agency agreement (the "**Agency Agreement**") dated 30 March 2021 relating to the Securities between the Issuer, the principal paying agent (the "**Principal Paying Agent**"), the registrar and transfer agent (the "**Registrar**"), the calculation agent (the "**Calculation Agent**") and the Trustee, are available during usual business hours (being 9:00 a.m. to 3:00 p.m. Monday to Friday other than public holidays) (i) at the principal office of the Trustee (presently at One Raffles Quay, #16-00 South Tower, Singapore 048583) and at the specified offices of the Principal Paying Agent and the Registrar or (ii) through electronic mail. "**Agents**" means the Principal Paying Agent, the Registrar, the Calculation Agent and any other agent or agents appointed from time to time with respect to the Securities. "**Transfer Agent**" means the Registrar, as transfer agent (or such further or other transfer agent or agents as may be appointed from time to time under the Trust Deed, or its successors in such capacity). The Securityholders (as defined below) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and are deemed to have notice of those applicable to them of the Agency Agreement. The Securities are issued with the benefit of a deed of covenant (as amended, varied or supplemented from time to time, the "**Deed of Covenant**") dated 30 March 2021 relating to the Securities executed by the Issuer. The Central Depository (Pte) Limited (the "**CDP**") depository services application form dated on or about 30 March 2021 has been signed by the Issuer for the provision of depository services by CDP.

Terms used in these terms and conditions (the "**Conditions**") shall, unless herein expressly defined otherwise, have the same meanings as the expressions used (a) the Trust Deed, (b) the Agency Agreement and (c) the Deed of Covenant.

1 FORM, DENOMINATION AND TITLE

1.1 Form and Denomination

- (a) The Securities of the Series of which this Security forms part are issued in registered form in the denomination of US\$1.00 each or in integral multiples thereof.
- (b) The Securities are represented by registered certificates (each a "**Securities Certificate**") and, save as provided in Condition 3.2 (*Transfer of Securities*), each Certificate shall represent the entire holding of Securities by the same holder.

1.2 Title

- (a) Title to the Securities passes only by transfer and registration in the Register as described in Condition 3.1 (*Register*). The registered holder of any Security will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or any writing on or the theft or loss of, the Securities Certificate (if any) issued in respect of it) and no person will be liable for so treating the holder.
- (b) For so long as any of the Securities is represented by a Global Certificate (as defined below) and such Global Certificate is held by CDP, each person who is for the time being shown in the records of CDP as the holder of a particular principal amount of such Securities (in which regard any certificate or other document issued by CDP as to the principal amount of such Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Principal Paying Agent, the Registrar, the Transfer Agent, the Calculation Agent, all other agents of the Issuer and the Trustee as the holder of such principal amount of Securities other than with respect to the payment of principal, premium, distribution, redemption and/or any other amounts in respect of the Securities, for which purpose the person whose name is shown on the Register shall be treated by the Issuer, the Principal Paying Agent, the Registrar, the Transfer Agent, the Calculation Agent, all other agents of the Issuer and the Trustee as the holder of such Securities in accordance with and subject to the terms of the Global Certificate (and the expressions "**Securityholder**" and "**holder**" and related expressions, where the context requires, shall be construed accordingly). Securities which are represented by the Global Certificate and held by CDP will be transferable only in accordance with the rules and procedures for the time being of CDP. For so long as any of the Securities is represented by a Global Certificate and such Global Certificate is held by CDP, the payment of principal, distribution and any other amounts in respect of the Securities shall be made by the CDP to the persons shown in the records of the CDP as the holder of Securities in accordance with the rules and procedures for the time being of the CDP and the record date for the purposes of determining entitlements to any payment of principal, distribution and any other amounts in respect of the Securities shall, unless otherwise specified by the Issuer, be the date falling five (5) business days prior to the relevant payment date (or such other date as may be prescribed by CDP).
- (c) In these Conditions, "**Global Certificate**" means the relevant Global Certificate representing each Series that is registered in the name of, or in the name of a nominee of CDP, "**Securityholder**" and "**holder**" means the person in whose name a Security is registered and "**holder**" means the person in whose name a Security is registered in the Register, "**Series**" means a Tranche, together with any further Tranche or Tranches, which are (A) expressed to be consolidated and forming a single series and (B) identical in all respects except for their respective issue dates, issue prices and/or dates of the first payment of distribution and "**Tranche**" means Securities which are identical in all respects.

2 STATUS AND RANKING OF CLAIMS

2.1 Status of the Securities

The Securities will constitute direct, unconditional, subordinated and unsecured obligations of the Issuer.

The Securities shall at all times rank *pari passu*, and rateably without any preference or priority among themselves and *pari passu* with any Parity Obligations of the Issuer.

The rights and claims of the Securityholders in respect of the Securities are subordinated as provided in this Condition 2 (*Status and Ranking of Claims*).

In these Conditions, "**Parity Obligation**" means (i) the Option A SPCS (as defined in the scheme document (the "**Scheme Document**") issued by the Issuer in connection with the Scheme between the Issuer and its creditors dated 31 January 2021) and (ii) any instrument or security (including without limitation any preference shares issued), entered into or guaranteed by the Issuer (1) which ranks or is expressed to rank, by its terms or by operation of law, *pari passu* with the Securities and (2) the terms of which provide that the making of payments thereon or distributions in respect thereof are fully at the discretion of the Issuer and/or, in the case of an instrument or security guaranteed by the Issuer, the issuer thereof.

2.2 Ranking of Claims in respect of the Securities

Subject to the insolvency laws of Singapore and other applicable laws, in the event of the winding-up of the Issuer, the rights of the Securityholders in respect of the Securities to payment of principal of and distribution on the Securities are expressly subordinated and subject in right of payment to the prior payment in full of all claims of senior creditors of the Issuer but at least *pari passu* with all other subordinated obligations of the Issuer that are not expressed by their terms to rank junior to the claims of the Securityholders and in priority to (i) the other subordinated obligations of the Issuer that are expressed by their terms to rank junior to the claims of the Securityholders, (ii) the CPS A Loan and CPS B Loan (both as defined in the Scheme Document), (iii) any other shareholder loans extended by NewCo (as defined in the Scheme Document) to the Issuer and (iv) the common equity in the Issuer.

2.3 No set-off

Subject to applicable law, no holder of Securities may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Securities, and each holder of Securities shall, by virtue of his holding of any Securities, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer. Notwithstanding the preceding sentence, if any of the amounts owing to any holder of Securities relating to them by the Issuer in respect of, or arising under or in connection with the Securities relating to them is discharged by set-off, such holder of Securities shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its winding-up or administration, the liquidator or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold such amount in trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer) and accordingly any such discharge shall be deemed not to have taken place.

3 TRANSFER OF SECURITIES AND ISSUE OF SECURITIES CERTIFICATES

3.1 Register

The Issuer shall procure to be kept a register (the "**Register**") on which shall be entered the names and addresses of the holders of the Securities and the particulars of the Securities held by them by the Registrar in accordance with the provisions of the Agency Agreement.

3.2 Transfer of Securities

Subject to Conditions 1.2(b) (*Title*), 3.5 (*Transfers Free of Charge*) and 3.6 (*Closed Periods*), one or more Securities may be transferred upon the surrender (at the specified office of the Registrar or such other Transfer Agent) of the Securities Certificate representing such

Securities to be transferred, together with the form of transfer endorsed on such Securities Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer) duly completed and executed and any other evidence as the Registrar or such Transfer Agent may require to prove the title of the transferor and the authority of the individuals that have executed the form of transfer. No transfer of title to any Security will be valid or effective unless and until entered on the Register. In the case of a transfer of part only of a holding of Securities represented by one Securities Certificate, a new Securities Certificate shall be issued to the transferee in respect of the part transferred and a further new Securities Certificate in respect of the balance of the holding not transferred shall be issued to the transferor provided that, in the case of a transfer of any Securities to a person who is already a holder of such Securities, a new Securities Certificate representing the enlarged holding shall only be issued against surrender of the Securities Certificate representing the existing holding. All transfers of Securities and entries on the Register will be made subject to the detailed regulations concerning transfers of Securities scheduled to the Agency Agreement. The Issuer, with the prior written approval of the Registrar, may, without the consent of the Securityholders, modify the regulations concerning the transfer of Securities. A copy of the current regulations will be made available by the Registrar to any Securityholder upon request.

3.3 Exercise of Options or Partial Redemption in Respect of the Securities

In the case of an exercise of the Issuer's option in respect of, or a partial redemption of, a holding of Securities represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Securities of the same holding having different terms, separate Certificates shall be issued in respect of those Securities of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any other Transfer Agent.

3.4 Delivery of New Securities Certificates

Each new Certificate to be issued pursuant to Condition 3.2 (*Transfer of Securities*) or 3.3 (*Exercise of Options or Partial Redemption in Respect of the Securities*) shall be available for delivery within seven business days of receipt of the form of transfer and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Registrar or such other Transfer Agent (as the case may be) to whom delivery or surrender of such form of transfer or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the Registrar or the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 3.4 only, "**business day**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which banks are open for business in the place of the specified office of the Registrar or the relevant Transfer Agent (as the case may be).

3.5 Transfers Free of Charge

Transfers of Securities and Securities Certificates on registration, transfer, exercise of an optional or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or any other Transfer Agent but upon payment of any tax or other governmental charges that may be imposed in relation to it in respect of tax or charges.

3.6 Closed Periods

No Securityholder may require the transfer of a Security to be registered after any such Security has been called for redemption.

4 DISTRIBUTION

4.1 Calculations

Subject to Condition 4.3 (*Distribution Discretion*), the Securities confer a right to receive distributions (each a "**Distribution**") from 30 March 2021 (the "**Issue Date**") at the applicable Distribution Rate (as defined in Condition 4.2 (*Rate of Distribution*)) in accordance with this Condition 4 (*Distribution*). Subject to Condition 4.3 (*Distribution Discretion*), Distributions shall be payable on the Securities:

- (a) (subject always to (b) below and the first Distribution Payment Date as described below) annually in arrears on 30 June of each year in respect of amounts accruing for the period from (and including) 31 March of the preceding year and up to (and excluding) 31 March of such year; and
- (b) (in the case where the Issuer is no longer required to observe the Scheme Waterfall Undertaking (as defined in Condition 8 (*Debt Service Waterfall*)) below) for purposes of the Scheme) semi-annually in arrears on 30 June (in respect of amounts accruing for the period from (and including) 30 September of the preceding year and up to (and excluding) 31 March of such year) and 31 December (in respect of amounts accruing for the period from (and including) 31 March of the such year and up to (and excluding) 30 September of such year) of each year,

(each, a "**Distribution Payment Date**") except that the first Distribution Payment Date shall be on 30 June 2022 for amounts accruing for the period from (and including) the Issue Date and up to (and excluding) 31 March 2022.

Unless otherwise provided for in these Conditions, each Security will cease to confer the right to receive any Distribution from the date of redemption unless, upon due presentation, payment of the full amount due is improperly withheld or refused. In such an event, Distribution will continue to accrue at the applicable Distribution Rate (after as well as before any judgment) up to but excluding the date on which all sums due in respect of any Security are received by or on behalf of the relevant Securityholder.

The Calculation Agent shall, as soon as practicable on the date falling 15 business days prior to each Distribution Payment Date (each, a "**Distribution Determination Date**"), or such other time on such date as the Calculation Agent may be required to calculate any amount, calculate the Distribution Amounts for the relevant Distribution Period, calculate the Redemption Amount, or make such calculation, as the case may be. If a Distribution is required to be calculated for a period other than one year, in respect of each Security, it shall be calculated by applying the Distribution Rate to the principal amount of each Security, multiplying the product by the relevant Day Count Fraction (as defined below), and rounding the resulting figure to the nearest cent (half a cent being rounded upwards).

The relevant "**Day Count Fraction**" in respect of any period a Distribution is required to be paid in respect of a Security means the relevant period, from (and including) the date from which Distributions begin to accrue to (but excluding) the last day of the relevant distribution period or, as the case may be, the date of redemption, calculated on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed on the basis of a month of 30 days.

The Calculation Agent shall, as soon as possible and in any event not later than four business days after the Distribution Determination Date, cause the Distribution Rate and the Distribution Amounts for each Security to be notified to the Issuer, the Principal Paying Agent and the Trustee. The Calculation Agent will also cause, at the expense of the Issuer, the Distribution Rate and the Distribution Amounts for each Distribution Payment Period to be notified to Securityholders in accordance with Condition 15 (*Notices*) as soon as possible after their determination. The Distribution Rate and Distribution Amounts so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the distribution period by reason of any Distribution Payment Date not being a business day. If an Enforcement Event occurs in relation to the Securities, the Distribution Rate and Distribution Amounts payable in respect of the Securities shall nevertheless continue to be calculated as previously in accordance with this Condition and shall be notified to Securityholders in accordance with Condition 15 (*Notices*) as soon as possible after their determination.

If the Calculation Agent does not at any material time determine or calculate the Distribution Amount or Redemption Amount, the Issuer shall notify the Trustee and the Principal Paying Agent and use commercially reasonable endeavours to appoint an alternative Calculation Agent. In doing so, the alternative Calculation Agent shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects, it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

For so long as any of the Securities are represented by the Global Certificate and the Global Certificate is held by the CDP, Distribution (including any Arrears of Distribution and any Additional Distribution Amount) payable on such Securities will be determined based on the aggregate holdings of Securities of each person who is for the time being shown the records of the CDP as the holder of a particular amount of such Securities.

4.2 Rate of Distribution

The rate of Distribution ("**Distribution Rate**") applicable to the Securities in respect of any period shall be:

- (a) in respect of the period from, and including, the Issue Date to, but excluding, 31 March 2026 ("**Year 6 Commencement Date**"), five (5) per cent. per annum;
- (b) in respect of the period from, and including, the Year 6 Commencement Date to, but excluding, 31 March 2029, six (6) per cent. per annum;
- (c) in respect of the period from, and including, 31 March 2029 to, but excluding, 31 March 2030, seven (7) per cent. per annum; and
- (d) in respect of the period after, and including, 31 March 2030, eight (8) per cent. per annum.

4.3 Distribution Discretion

- (a) *Mandatory Deferral:* The Issuer hereby elects not to pay any Distribution (or part of any Distribution) which accrues from (and including) the Issue Date and up to (and excluding) the earlier of the date falling on (i) the Year 6 Commencement Date and (ii) the completion of a public offering of the ordinary shares of the Issuer for the purpose of and in connection with the admission of the Issuer on any securities exchange. For avoidance of doubt, where the context applies, the Issuer may elect to pay part of the Distribution accruing during the period commencing from (and including) the date of

completion of the above-mentioned public offering ("**Public Offering Date**") and ending on (but excluding) the next most immediate 31 March falling after such Public Offering Date.

- (b) *Optional Deferral*: Subject to Condition 4.3(a) (*Distribution Discretion — Mandatory Deferral*) above, the Issuer may, at its sole discretion, elect not to pay a Distribution (or to pay only part of a Distribution) which is scheduled to be paid on a Distribution Payment Date by giving notice (an "**Optional Payment Notice**") to the Securityholders (in accordance with Condition 15 (*Notices*)) not more than 15 nor less than three (3) business days prior to a scheduled Distribution Payment Date.
- (c) *No obligation to pay*: Subject to Condition 4.3(d) (*Distribution Discretion — Cumulative Deferral*) and Condition 4.3(f) (*Distribution Discretion — Satisfaction of Arrears of Distribution by Payment*), the Issuer shall have no obligation to pay any Distribution (including any Arrears of Distribution and any Additional Distribution Amount) on any Distribution Payment Date and any failure to pay a Distribution in whole or in part shall not constitute a default of the Issuer in respect of the Securities.
- (d) *Cumulative Deferral*: Any Distribution deferred pursuant to Conditions 4.3(a) (*Distribution Discretion — Mandatory Deferral*) and 4.3(b) (*Distribution Discretion — Optional Deferral*) shall constitute "**Arrears of Distribution**". The Issuer may, at its sole discretion, elect to further defer any Arrears of Distribution by complying with the notice requirement applicable (if any) to any deferral of an accrued Distribution set out in Condition 4.3(b) (*Distribution Discretion — Optional Deferral*). The Issuer is not subject to any limit as to the number of times Distributions and Arrears of Distributions can or shall be deferred pursuant to this Condition 4.3 (*Distribution Discretion*) except that this Condition 4.3(d) (*Distribution Discretion — Cumulative Deferral*) shall be complied with until all outstanding Arrears of Distribution have been paid in full.

Each amount of Arrears of Distribution shall confer the right to distributions as if it constituted the principal of the Securities at the applicable Distribution Rate prevailing in respect of each period in accordance with Condition 4.2 (*Rate of Distribution*) and the amount of such distributions (the "**Additional Distribution Amount**") with respect to Arrears of Distribution shall be due and payable pursuant to this Condition 4.3 (*Distribution Discretion*) and shall be calculated by applying the applicable Distribution Rate prevailing in respect of each period in accordance with Condition 4.2 (*Rate of Distribution*) to the amount of the Arrears of Distribution and otherwise *mutatis mutandis* as provided in the foregoing provisions of Conditions 4.1 (*Calculations*) and 4.2 (*Rate of Distribution*). The Additional Distribution Amount accrued up to any Distribution Payment Date shall be added, for the purpose of calculating the Additional Distribution Amount accruing thereafter, to the amount of Arrears of Distribution remaining unpaid on such Distribution Payment Date so that it will itself become Arrears of Distribution.

For purposes of interpreting the above provision, illustrative examples setting out the computation have been included in Appendix 1 of these Conditions. In the event of any conflict between this Condition 4.3(d) (*Distribution Discretion — Cumulative Deferral*) and Appendix 1, Appendix 1 will prevail.

- (e) *Restrictions in the case of Non-Payment*: If, on any Distribution Payment Date, payments of all Distribution (including any Arrears of Distribution and any Additional Distribution Amount) scheduled to be made on such date are not made in full by reason of this Condition 4.3 (*Distribution Discretion*), the Issuer shall not:
 - (i) declare or pay any distributions or make any other payment on, and will procure that no distribution or other payment is made on, any of its Junior Obligations or (except on a *pro-rata* basis) its Parity Obligations; or
 - (ii) redeem, reduce, cancel, buy-back or acquire for any consideration any of its Junior Obligations or (except on a *pro-rata* basis) its Parity Obligations,

in each case, other than as a result of the exchange or conversion of its Parity Obligations for Junior Obligations, unless and until either a redemption of all the outstanding Securities in accordance with Condition 7 (*Redemption and Cancellation*) has occurred, the next scheduled Distribution (including any Arrears of Distribution and any Additional Distribution Amount) has been paid in full equal to the amount of a Distribution (including any Arrears of Distribution and any Additional Distribution Amount) payable with respect to the most recent Distribution Payment Period that was unpaid in full or in part, has been paid in full, or an Extraordinary Resolution (as defined in the Trust Deed) by Securityholders has permitted such payment.

In these Conditions:

- (A) **"Distribution Payment Period"** means the period from and including the previous Distribution Payment Date or the Issue Date (as the case may be), to and excluding the next Distribution Payment Date; and
 - (B) **"Junior Obligation"** means (i) the other subordinated obligations of the Issuer that are expressed by their terms to rank junior to the claims of the Securityholders, (ii) the CPS A Loan and CPS B Loan, (iii) any other shareholder loans extended by NewCo to the Issuer and (iv) the common equity in the Issuer.
- (f) *Satisfaction of Arrears of Distribution by Payment:* The Issuer:
- (i) may satisfy any Arrears of Distribution (in whole or in part) at any time together with any Additional Distribution Amount by giving notice of such election to the Securityholders (in accordance with Condition 15 (*Notices*)) not more than 15 nor less than three (3) business days prior to the relevant payment date specified in such notice (which notice is irrevocable and shall oblige the Issuer to pay the relevant Arrears of Distribution on the payment date specified in such notice); and
 - (ii) in any event shall satisfy all Arrears of Distribution (in whole but not in part) on the earlier of (A) the date of redemption of the Securities in accordance with Condition 7.2 (*Optional Redemption by the Issuer*) or 7.3 (*Mandatory Redemption on Change of Control*) and (B) the date such amount becomes due under Condition 9 (*Enforcement Events*) or on a winding-up of the Issuer.
- Any partial payment of outstanding Arrears of Distribution or any Additional Distribution Amount by the Issuer shall be shared by the Securityholders of the entire Series on a *pro-rata* basis.
- (g) *No default:* Notwithstanding any other provision in these Conditions, the non-payment of any Distribution (including any Arrears of Distribution or any Additional Distribution Amount) payment in accordance with this Condition 4.3 (*Distribution Discretion*) shall not constitute a default for any purpose (including, without limitation, pursuant to Condition 9 (*Enforcement Events*)) on the part of the Issuer.

5 **TAXATION**

All payments in respect of the Securities by the Issuer shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts as will result in the receipt by the Securityholders of such amounts as would have been received by them had no such deduction or withholding been required, except that no such additional amounts shall be payable in respect of any Security presented (or in respect of which the Certificate representing it is presented) for payment:

- (a) by or on behalf of a holder who is subject to such taxes, duties, assessments or governmental charges by reason of his being connected with Singapore, otherwise than by reason only of the holding of such Security or the receipt of any sums due in respect of such Security (including, without limitation, the holder being a resident of, or a permanent establishment in, Singapore);
- (b) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days; or
- (c) by or on behalf of a holder who would be able to lawfully avoid (but has not so avoided) such deduction or withholding by making a declaration or any other statement including, but not limited to, a declaration of residence or non-residence but fails to do so.

For the avoidance of doubt, neither the Issuer nor any other person shall be required to pay any additional amounts or otherwise indemnify a holder for any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or any intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law, regulation or directive implementing such an intergovernmental agreement).

As used in these Conditions, "**Relevant Date**" in respect of any Security means the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date falling seven days after that on which notice is duly given to the Securityholders in accordance with Condition 15 (*Notices*) that, upon further presentation of the relative Certificate being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon presentation, and references to "**principal**" shall be deemed to include any premium payable in respect of the Securities, all Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 7 (*Redemption and Cancellation*), "**distribution**" shall be deemed to include all Distribution Amounts and all other amounts payable pursuant to Condition 4 (*Distribution*) and any reference to "**principal**" and/or "**premium**" and/or "**Redemption Amounts**" and/or "**distribution**" shall be deemed to include any additional amounts which may be payable under these Conditions.

6 **PAYMENTS**

6.1 **Method of Payment**

- (i) Payments of principal in respect of the Securities will, subject as mentioned below, be made against presentation and surrender of the relevant Securities Certificates at the specified office of the Registrar or any other Transfer Agent and in the manner provided in Condition 6.1(ii).
- (ii) Distribution (including any Arrears of Distribution and any Additional Distribution Amount) on the Securities shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of distribution on each Security shall be made by transfer to the registered account of the Securityholder. In the event that a Securityholder does

not have a registered account, the Principal Paying Agent will make such payment by a cheque drawn in the currency in which payment is due on and mailed to the holder (or to the first named of joint holders) of such Security at its address appearing in the Register.

- (iii) Notwithstanding the foregoing, so long as the Global Certificate is held by CDP, each payment in respect of the Global Certificate will be made to the person shown as the holder in the Register at the close of business on the fifth business day before the due date for payment thereof.

6.2 Payments subject to law etc.

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, but without prejudice to the provisions of Condition 5 (*Taxation*). No commission or expenses shall be charged to the Securityholders in respect of such payments.

6.3 Appointment of Agents

The Principal Paying Agent, the Registrar and the Calculation Agent initially appointed by the Issuer and their specified offices are listed below. The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying Agent, the Registrar and/or the Calculation Agent in accordance with the terms of the Agency Agreement and to appoint additional or other Agents, provided that they will at all times maintain (i) a Principal Paying Agent having a specified office in Singapore; (ii) a Registrar and (iii) a Calculation Agent.

Notice of any such change or any change of any specified office will promptly be given by the Issuer to the Securityholders in accordance with Condition 15 (*Notices*).

6.4 Registered Accounts

For the purposes of this Condition 6 (*Payments*), a Securityholder's registered account means the bank account, details of which have been notified by the relevant Securityholder to the Principal Paying Agent at least seven (7) business days before the due date for payment, and a Securityholder's registered address means its address appearing on the Register at that time.

6.5 Fiscal Laws

All payments are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to Condition 5 (*Taxation*). No commissions or expenses shall be charged to the Securityholders in respect of such payments.

6.6 Payment Initiation

Where payment is to be made by transfer to a registered account, payment instructions (for value on the due date or, if that is not a business day, for value on the first following day which is a business day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed by the Principal Paying Agent (at the risk and, if mailed at the request of the holder otherwise than by ordinary mail, expense of the holder) on the due date for payment (or, if it is not a business day, the immediately following business day) or, in the case of a payment of principal, if later, on the business day on which the relevant Securities Certificate is surrendered at the registered office of the Issuer.

6.7 Business Day

In these Conditions, "**business day**" means a day (other than a Saturday, Sunday or public holiday) on which CDP and commercial banks are open for business in Singapore and the United States of America.

6.8 No Entitlement

Securityholders will not be entitled to any Distribution (including any Arrears of Distribution and any Additional Distribution Amount) or other payment:

- (a) for any delay after the due date in receiving the amount due if the due date is not a business day; or
- (b) if the Securityholder is late in surrendering its Securities Certificate (if required to do so).

7 REDEMPTION AND CANCELLATION

7.1 No Fixed Redemption Date

The Securities are perpetual securities in respect of which there is no fixed redemption date. The Securities may not be redeemed at the option of the Issuer other than in accordance with this Condition.

7.2 Optional Redemption by the Issuer

The Issuer may, at any time on giving not less than 30 nor more than 60 days' irrevocable notice to the Securityholders (which shall, in the case of a partial redemption, specify the manner in which Securities are to be partially redeemed and any other applicable procedures relating to the partial redemption), redeem all or some of the Securities at their principal amount, together with Distributions (including any Arrears of Distribution and any Additional Distribution Amount) accrued to the date fixed for redemption. Any partial redemption of outstanding Securities shall be done on a *pro-rata* basis across the entire Series.

7.3 Mandatory Redemption on Change of Control

The Securities shall be redeemed at their principal amount, together with Distributions (including any Arrears of Distribution and any Additional Distribution Amount) by the Issuer on the date falling 30 business days following the occurrence of a Change of Control Event.

Notice of a Change of Control Event will promptly be given by the Issuer to the Securityholders in accordance with Condition 15 (*Notices*) not more than 15 business days after a Change of Control Event.

For purposes of this Condition:

- (a) a "**Change of Control Event**" occurs when Ivy 2 Investments VCC together with Ivy 2 Affiliates cease(s) to be, as a collective group, directly or indirectly the single largest shareholder of the Issuer;
- (b) "**Ivy 2 Affiliates**" means (i) any persons who directly or indirectly Controls, is Controlled by, or is under common Control with Ivy 2 Investments VCC; (ii) any persons who

directly or indirectly Controls, is Controlled by, or is under common Control with Heliconia Capital Management Pte. Ltd.; (iii) any investment fund or investment holding company whose funds are managed or advised by Heliconia Capital Management Pte. Ltd.; or (iv) any investment fund or investment holding company whose funds are managed or advised by any fund management entity whose management is Controlled by the current management of Heliconia Capital Management Pte. Ltd.; and

- (c) "**Control**" means, in relation to a person, where another person: (A) has direct or indirect control: (i) over more than 50% of the total voting rights conferred by all the issued shares in the capital of that person which are ordinarily exercisable in general meeting; or (ii) of a majority of the board of directors of that person (in each case whether pursuant to relevant constitutional documents, contract or otherwise) or (B) otherwise has the power to direct or cease the direction, directly or indirectly, of the affairs, management or policies of such person and "**Controlled**", "**Controls**" and "**under common Control with**" shall be construed accordingly. For the avoidance of doubt, a general partner is deemed to control a limited partnership and a fund or investment holding company whose funds are advised or managed directly or indirectly by a person or by any fund management entity whose management is controlled directly or indirectly by the current management of that person shall also be deemed to be Controlled by such person.

The Trustee shall have no obligation to monitor whether a Change of Control Event has occurred and/or to verify that a Mandatory Redemption is applicable and shall not be liable to Securityholders or any other person for not doing so.

7.4 Cancellation

All Securities which are redeemed by the Issuer, will forthwith be cancelled.

8 **DEBT SERVICE WATERFALL**

For so long as the Securities are outstanding, the Issuer shall ensure that all payments by the Issuer to their respective creditors shall be undertaken in compliance with the order of priority set out in Annex A of Schedule 6 of the Scheme Document, as may be amended from time to time (the "**Scheme Waterfall Undertaking**").

9 **ENFORCEMENT EVENTS**

- 9.1 Enforcement Events: If any of the following events (together, the "**Enforcement Events**") occurs:

(a) Non-Payment

the Issuer fails to pay the principal of or any Distributions (including any Arrears of Distribution and any Additional Distribution Amount) on any of the Securities when due and such failure continues for a period of seven (7) business days in the case of Distributions; or

(b) Winding-up

an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer;

then, the Trustee may, subject to Condition 9.3 (*Entitlement of Trustee*) and provided that such Enforcement Event has not been waived, without further notice to the Issuer, institute proceedings for the winding-up of the Issuer and/or prove in the winding-up of the Issuer and/or claim in the liquidation of the Issuer for payment of the Securities at their principal amount together with any Distributions (including any outstanding Arrears of Distribution and any Additional Distribution Amount) accrued to such date.

Notwithstanding any of the provisions in this Condition 9 (*Enforcement Events*), the right to institute winding-up proceedings is limited to circumstances where payment has become due. In the case of any Distribution (including any Arrears of Distribution and any Additional Distribution Amount), such Distribution (including any Arrears of Distribution and any Additional Distribution Amount) will not be due if the Distribution has been deferred in accordance with Conditions 4.3(a) (*Distribution Discretion — Mandatory Deferral*) and 4.3(b) (*Distribution Discretion — Optional Deferral*).

9.2 Enforcement

Without prejudice to Condition 9.1 (*Enforcement Events*) but subject to the provisions of Condition 9.3 (*Entitlement of Trustee*), the Trustee may without further notice to the Issuer institute such proceedings against the Issuer to enforce any term or condition binding on the Issuer under the Securities or the Trust Deed, as the case may be, (other than any payment obligation of the Issuer under or arising from the Securities, including, without limitation, payment of any principal or premium or satisfaction of any distributions (including any damages awarded for breach of any obligations)) and in no event shall the Issuer, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it.

9.3 Entitlement of Trustee

The Trustee shall not and shall not be obliged to take any of the actions referred to in Condition 9.1 (*Enforcement Events*) or Condition 9.2 (*Enforcement*) against the Issuer to enforce the terms of the Securities or the Trust Deed unless (i) it shall have been so requested in writing by Securityholders holding not less than 30 per cent. in principal amount of the Securities outstanding or so directed by an Extraordinary Resolution of the Securityholders and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

9.4 Right of Securityholders

No Securityholder shall be entitled to proceed directly against the Issuer or to institute proceedings for the winding-up of the Issuer and/or prove in the winding-up of the Issuer and/or claim in the liquidation of the Issuer unless the Trustee, having become so bound to proceed or being able to prove in such winding-up or claim, fails or neglects to do so within a reasonable period and such failure or neglect shall be continuing, in which case the Securityholder shall have only such rights against the Issuer as those which the Trustee is entitled to exercise as set out in this Condition 9 (*Enforcement Events*).

9.5 Extent of Securityholders' remedy

No remedy against the Issuer, other than as referred to in this Condition 9 (*Enforcement Events*), shall be available to the Trustee or the Securityholders, whether for the recovery of amounts owing in respect of the Trust Deed, the Securities or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Trust Deed or the Securities (as applicable).

9.6 Damages subject to Subordination

If any court awards money, damages or other restitution for any default with respect to the performance by the Issuer of its obligations contained in the Trust Deed and the Securities, the payment of such moneys, damages or other restitution shall be subject to the subordination provisions set out in these Conditions and Clause 7 of the Trust Deed.

10 MEETING OF SECURITYHOLDERS AND MODIFICATIONS

The Trust Deed contains provisions for convening meetings of Securityholders (including by teleconference or videoconference call) of a Series to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Securities of such Series (including these Conditions insofar as the same may apply to such Securities) or any of the provisions of the Trust Deed.

The Trustee or the Issuer at any time may, and the Trustee upon the request in writing by Securityholders holding not less than 30 per cent. of the principal amount of the Securities of any Series for the time being outstanding, and after being indemnified and/or secured and/or pre-funded to its satisfaction against all costs and expenses shall, convene a meeting of the Securityholders of that Series. An Extraordinary Resolution duly passed at any such meeting shall be binding on all the Securityholders of the relevant Series (save where provided to the contrary in the Trust Deed and these Conditions), except that any Extraordinary Resolution proposed, *inter alia*, (a) to amend the dates of redemption of the Securities or any date for payment of Distribution (including any Arrears of Distribution and any Additional Distribution Amount) on the Securities, (b) to reduce or cancel the principal amount of, or any premium payable on redemption of, the Securities, (c) to reduce the rate or rates of distribution in respect of the Securities or to vary the method or basis of calculating the rate or rates of distribution or the basis for calculating any Distribution (including any Arrears of Distribution and any Additional Distribution Amount) in respect of the Securities, (d) to vary any method of, or basis for, calculating the redemption amount of the Securities, (e) to vary the currency or currencies of payment or denomination of the Securities, (f) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, or (g) to modify the provisions concerning the quorum required at any meeting of Securityholders or the majority required to pass the Extraordinary Resolution or (h) to amend the subordination provisions of the Securities, will only be binding if passed at a meeting of the Securityholders of the relevant Series (or at any adjournment thereof) at which a special quorum (provided for in the Trust Deed) is present.

The Trustee may at any time or times without any consent or sanction of the Securityholders, concur with the Issuer in making any modification (i) to the Trust Deed (except as mentioned in the Trust Deed) or any of the other Issue Documents (as defined in the Trust Deed) which in the opinion of the Trustee it may be expedient to make, provided the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Securityholders or (ii) to the Trust Deed or any of the other Issue Documents which in the opinion of the Trustee is of a formal, minor or technical nature, to correct a manifest error or an error which is, in the opinion of the Trustee, proven or is required by the CDP. Any such modification shall be binding on the Securityholders and, unless the Trustee otherwise agrees in writing, the Issuer shall cause such modification to be notified to the Securityholders as soon as practicable thereafter in accordance with Condition 15 (*Notices*).

In connection with the exercise by it of any of its powers, trusts, authorities and discretions (including but not limited to those in relation to any proposed modification, authorisation or waiver of any breach or proposed breach of any of the Conditions or any of the provisions of the Trust Deed), the Trustee shall have regard to the interests of the Securityholders as a class

and shall not have regard to any interest arising from circumstances particular to individual Securityholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Securityholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or otherwise to the tax consequences thereof and the Trustee shall not be entitled to require, nor shall any Securityholder be entitled to claim from the Issuer or the Trustee any indemnification or payment in respect of any tax consequence of any such exercise upon individual Securityholders except to the extent provided for in Condition 5 (*Taxation*).

11 PRESCRIPTION

Claims against the Issuer for payment in respect of the Securities shall be prescribed and become void unless made within five years (in the case of principal) or three years (in the case of Distributions (including Arrears of Distribution and Additional Distribution Amounts)) from the date on which such payment first becomes due in respect of them.

12 INDEMNIFICATION OF THE TRUSTEE

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking proceedings to enforce repayment and from taking action to convene meetings unless indemnified, secured and/or pre-funded to its satisfaction. The Trustee or any corporation related to it is also entitled to enter into business transactions with the Issuer (or any of its related corporations) without accounting to the Securityholders for any profit resulting from such transactions.

The Trustee may rely (without liability to Securityholders) on the opinion, advice or certificate of, or any information obtained from, any lawyer, valuer, banker, securities company, broker, accountant, surveyor, auctioneer or other expert in Singapore or elsewhere whether obtained by the Trustee, the Issuer or the Principal Paying Agent or otherwise, whether or not addressed to the Trustee, and whether or not the opinion, advice, certificate or information contains a monetary or other limit on liability.

Each Securityholder shall be solely responsible for making and continuing to make its own independent appraisal and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer, and the Trustee shall not at any time have any responsibility for the same and each Securityholder shall not rely on the Trustee in respect thereof.

13 FURTHER ISSUES

The Issuer may from time to time without the consent of the Securityholders create and issue further securities either having the same terms and conditions as the Securities in all respects (or in all respects except for the first payment of Distributions on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Securities) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Securities include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Securities.

14 REPLACEMENT OF SECURITIES CERTIFICATES

If any Securities Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Registrar or at the specified office of such other Transfer Agent as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to the Securityholders in accordance with Condition 15 (*Notices*), upon payment by the claimant of the costs, expenses and duties incurred in connection with the replacement and on such terms as to evidence, undertaking, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Securities Certificate is subsequently presented for payment, there will be paid to the Issuer on demand the amount payable by the Issuer in respect of such Securities Certificate) or otherwise as the Issuer may require. Mutilated or defaced Securities Certificates must be surrendered before replacements will be issued.

15 NOTICES

For purposes of communications under these Conditions, Clause 11 (*Notices*) of the Scheme Document shall apply.

16 TIMING

References in the Conditions to a time of day shall be references to Singapore time (unless otherwise expressly provided for).

17 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

No person shall have any right to enforce any of the Conditions under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore).

18 GOVERNING LAW AND JURISDICTION

18.1 Governing Law

These Conditions shall be governed by, and construed in accordance with, the laws of Singapore.

18.2 Dispute Resolution

The courts of Singapore have exclusive jurisdiction to settle any disputes that may arise out of or in connection with these Conditions (including any dispute relating to any non-contractual obligation arising from or in connection with these Conditions and any dispute regarding the existence, validity or termination of these Conditions) (a "**Dispute**").

The Issuer agrees that the courts of Singapore are the most appropriate and convenient courts to settle Disputes and accordingly, it shall not argue to the contrary.

Principal Paying Agent, Registrar and Calculation Agent

Deutsche Bank AG, Singapore Branch
One Raffles Quay
#16-00 South Tower
Singapore 048583

Appendix 1

Calculation of Arrears of Distribution and Additional Distribution Amount in accordance with Condition 4.3(d)

The descriptions below are meant to be illustrations of how the Arrears of Distribution and Additional Distribution Amounts referred to in Condition 4.3(d) is proposed to be calculated and is specifically prepared to assist in the interpretation of Condition 4.3(d).

Illustration parameters:

- (a) Issue date – 31 March 2021
- (b) Principal Amount of Securities – US\$200,000.
- (c) No public offering of the ordinary shares of the Issuer.
- (d) Issuer does not elect to defer Distribution accrued (save for Arrears of Distribution and Additional Distribution Amounts accrued or accruing from Distribution deferred by way of mandatory deferral in accordance with Condition 4.3(a)).

Payment Date	30-06-22	30-06-23	30-06-24	30-06-25	30-06-26	30-06-27	30-06-28	30-06-29	30-06-30	30-06-31
Applicable Distribution Rate	5%	5%	5%	5%	5%	6%	6%	6%	7%	8%
Principal	US\$200,000	US\$200,000	US\$200,000	US\$200,000	US\$200,000	US\$200,000	US\$200,000	US\$200,000	US\$200,000	US\$200,000
Deferred Distributions										
Cumulative Arrears of Distribution	US\$10,000	US\$20,500	US\$31,525	US\$43,101	US\$55,256	US\$55,256	US\$55,256	US\$55,256	US\$55,256	US\$55,256
Cash Distributions										
Distribution	-	-	-	-	-	US\$12,000	US\$12,000	US\$12,000	US\$14,000	US\$16,000
Additional Distribution Amount	-	-	-	-	-	US\$3,315	US\$3,315	US\$3,315	US\$3,868	US\$4,421
Distribution plus Additional Distribution Amount	-	-	-	-	-	US\$15,315	US\$15,315	US\$15,315	US\$17,868	US\$20,421

APPENDIX C

SINGAPORE TAXATION

As Evercore Asia (Singapore) Pte Ltd (the "**Sole Lead Manager**"), which is a Financial Sector Incentive (Standard Tier) Company (as defined in the Income Tax Act, Chapter 134 of Singapore ("**ITA**")) has been authorised by Pacific International Lines (Private) Limited (the "**Company**") to arrange and lead manage the issuance of the respective tranches of the Option A Securities and the respective tranches of the Option B Securities, the respective tranches of the Option A Securities and the respective tranches of the Option B Securities issued as debt securities during the period from the date of this Announcement to 31 December 2023 may qualify as "qualifying debt securities" for the purposes of the ITA, to which the following treatments shall apply:

- (a) subject to certain prescribed conditions having been fulfilled (including the furnishing by the Company, or such other person as the Monetary Authority of Singapore (the "**MAS**") may direct, of a return on debt securities for the Securities within such period as the MAS may specify and such other particulars in connection with each tranche of the Option A Securities and each tranche of Option B Securities as the MAS may require to the MAS and the inclusion by the Company in all offering documents relating to each tranche of the Option A Securities and each tranche of the Option B Securities of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost (the terms "prepayment fee", "redemption premium", and "break cost" as defined in the ITA) from the respective tranche of the Option A Securities and the respective tranche of Option B Securities is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the respective tranche of the Option A Securities and the respective tranche of the Option B Securities using funds from Singapore operations), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the "**Specified Income**") from the respective tranche of the Option A Securities and the respective tranche of the Option B Securities paid by the Company and derived by a holder who is not resident in Singapore and who (i) does not have any permanent establishment in Singapore or (ii) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the respective tranche of the Option A Securities and the respective tranche of the Option B Securities are not obtained from such operation in Singapore, are exempt from Singapore tax;

- (b) subject to certain conditions having been fulfilled (including the furnishing by the Company, or such other person as the MAS may direct, of a return on debt securities for each tranche of the Option A Securities and each tranche of the Option B Securities respectively within such period as the MAS may specify and such other particulars in connection with each tranche of the Option A Securities and each tranche of the Option B Securities as the MAS may require to the MAS), Specified Income from the respective tranche of the Option A Securities and the respective tranche of the Option B Securities paid by the Company and derived by any company or body of persons (as defined in the ITA) in Singapore is generally subject to tax at a concessionary rate of 10%; and
- (c) subject to:
- (i) the Company including in this Announcement relating to the Option A Securities and Option B Securities a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Specified Income) derived from the respective tranche of the Option A Securities and the respective tranche of the Option B Securities is not exempt from tax shall include such income in a return of income made under the ITA; and
 - (ii) the Company, or such other person as the MAS may direct, furnishing to the MAS a return on debt securities for each tranche of the Option A Securities and each tranche of the Option B Securities respectively within such period as the MAS may specify and such other particulars in connection with each tranche of the Option A Securities and each tranche of the Option B Securities as the MAS may require,

payments of Specified Income derived from the respective tranche of the Option A Securities and the respective tranche of the Option B Securities are not subject to withholding of tax by the Company.

However, notwithstanding the foregoing:

- (a) if the respective tranche of the Option A Securities and the respective tranche of the Option B Securities are each issued to fewer than four (4) persons and 50% or more of the issue of the respective tranche of the Option A Securities or the respective tranche of the Option B Securities is held beneficially or funded, directly or indirectly, by a related party or related parties of the Company, the respective tranche of the Option A Securities or the respective tranche of the Option B Securities (as the case may be) would not qualify as "qualifying debt securities"; and

- (b) even though the respective tranches of the Option A Securities and the respective tranches of the Option B Securities are "qualifying debt securities", if, at any time during the tenure of the respective tranche of the Option A Securities and the respective tranche of the Option B Securities, 50% or more of the issue of the respective tranche of the Option A Securities and the respective tranche of the Option B Securities which are outstanding at any time during the life of their issue is held beneficially or funded, directly or indirectly, by any related party(ies) of the Company, Specified Income derived from the respective tranche of the Option A Securities and the respective tranche of the Option B Securities held by: (i) any related party of the Company; or (ii) any other person who acquires the respective tranche of the Option A Securities or the respective tranche of the Option B Securities (as the case may be) with funds obtained, directly or indirectly, from any related party of the Company, shall not be eligible for the tax exemption or concessionary rate of tax as described above.

The term "related party", in relation to a person, means any other person who, directly or indirectly, controls that person, or is controlled, directly or indirectly, by that person, or where he and that other person, directly or indirectly, are under the control of a common person.

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

Holders should note that where interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Specified Income) is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for the Specified Income discussed above shall not apply if the non-resident person acquires the respective tranche of the Securities using funds from Singapore operations.

Holders should also note that any person whose interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Specified Income) derived from the respective tranche of the Securities is not exempt from tax shall include such income in a return of income made under the ITA.

The statements contained in this Appendix C are not intended and are not to be regarded as advice on the tax position of any Holder or of any person acquiring, selling, exchanging or otherwise dealing with any of the tranches of the Option A Securities and any of the tranches of the Option B Securities or on any tax implications arising from the acquisition, sale or other dealings in respect of any of the tranches of the Option A Securities and any of the tranches of the Option B Securities. Holders are urged to consult their own professional advisers regarding these possible tax consequences under the laws of the jurisdictions that apply to them or to the acquisition of any of the tranches of the Option A Securities and any of the tranches of the Option B Securities, including the Singapore tax treatment of income received in relation to any of the tranches of the Option A Securities and any of the tranches of the Option B Securities. Holders are liable for their own taxes and have no recourse to the Company or the Sole Lead Manager with respect to taxes arising in connection with any of the tranches of the Option A Securities and any of the tranches of the Option B Securities.

