

## ANNEX 1

### Amendment No. 1 – Cash Sweep Mechanism

Amendment to first line of Clause 2 (Prepayment of Term Loan Facility) of Schedule B (Cash Management Principles) of the Scheme:

*“From Review Year ~~4~~3 onwards, any excess between the closing cash book balance and the projected closing cash book balance of the corresponding Review Year of the Group (“**Excess Cash**”) and after deducting the following anticipated payments shall be utilised to prepay the principal on the Term Loan Facility or the Bilateral Facilities Unsecured Debt on the next Repayment Date within the Review Year in direct order:- ”*

### Amendment No. 2 – Major Shareholder’s additional commitment

Insertion of new Clause 31.2(i) immediately after Clause 31.2(h) and consequential amendments to Clauses 31.2(g) and 31.2(h) of the Scheme as follows:

- “(g) *if, any of the Subsidiary Schemes is terminated; or*
- (h) *if, a material situation shall arise which in the opinion of any of the Creditors (acting reasonably) makes it improbable that the Company will be able to perform its obligations under this Scheme; or*
- (i) *If, the Major Shareholder ceases to be the single largest shareholder of the Company (by virtue of his direct and deemed interest in the Company) (disregarding, as a collective group, Creditors to the extent that their shareholdings are solely a result of their participation under this Scheme) as a direct and immediate result of his disposal of any shares in the Company (save for any disposal as a result of the transmission of shares by the Major Shareholder’s estate (where applicable)) for a period of 3 years beginning 1 January 2018, without the approval of the Creditors acting by a simple majority (whose approval shall not be unreasonably withheld), provided that no failure of the Major Shareholder to comply with this provision shall be deemed to have occurred if such failure to comply is remedied by the Major Shareholder by purchasing sufficient shares of the Company to re-instate his shareholding percentage as at the day immediately prior to such failure to comply within thirty (30) days of any Creditor giving written notice to the Company and the Major Shareholder. For the avoidance of doubt, this provision shall not apply where the Major Shareholder ceases to be the single largest shareholder of the Company due solely to market purchases by other shareholder(s), Creditors and/or any other person(s) over whom the Major Shareholder has no direct or indirect control and/or involvement.*

### Amendment No. 3 – Principal Repayment out of ISRA for Series 003 and Series 004 Notes

Amendment to Clause 6.36 of the Scheme and the insertion of new Clauses 6.36A and 6.36B immediately after Clause 6.36 of the Scheme:

- “6.36 *Noteholders’ entitlement under the Scheme is based on their entitlement to the outstanding amount owing to the relevant Account Holders recorded in the books of the CDP as at the Cut-Off Date and reduced by the amount of monies in the ISRAs, if any. Such monies in the ISRAs (if any) attributable to outstanding contractual interest (excluding default interest) up to 31 December 2017 shall be paid out of the ISRAs by DBS Trustee Limited (“**Interest Payment**”) in accordance with Clauses 6.36A and 6.36B below.*

6.36A DBS Trustee Limited shall make the Interest Payment within thirty (30) days from the Effective Date to the Noteholders on record no less than five (5) Business Days before the date of Interest Payment. Notice of the Interest Payments will be deposited with the CDP and announced by the Company on the SGX-ST no less than fourteen (14) days before the date of Interest Payment.

6.36B The balance monies in the ISRAs for Series 003 and Series 004 Notes (if any), shall be available for payment by DBS Trustee Limited to the Noteholders of Series 003 Notes and Series 004 Notes respectively as repayment of principal ("**Principal Repayment**") within thirty (30) days from the Effective Date to the Noteholders of Series 003 Notes and Series 004 Notes on record no less than five (5) Business Days from the date of Principal Repayment. Notice of the Principal Repayment will be deposited with the CDP and announced by the Company on the SGX-ST no less than fourteen (14) days before the date of Principal Repayment."

#### Amendment No. 4 – Pre-payments

Insertion of new Clause 11.2A and amendment to Clause 11.3 as follows to take into account the Pre-Scheme Payment that was made to Creditors who elected the Cash Out Option:

"11.2A. The Cash Out Payment as determined by the formula set out at Clause 11.2 above shall be reduced by the Cash Out Payment, being an amount equal to 1% of the Cash Out Offered Debt, which the Company had on 12 July 2018, prior to the Effective Date, paid to all Creditors who have participation in the Cash Out Option on 5 July 2018 at 5:00pm (including their successors, transferees and assigns).

11.3 The remainder of the ~~The~~ Cash Out Payments, after deduction of the Cash Out Payment that was made in accordance with Clause 11.2A above, shall be paid to the Creditors who elected the Cash Out Option on the Implementation Date or as soon as practicable after the Disputes Resolution Date or the Crystallisation Date (as the case may be)."

Amendment to Clause 12.6 as follows to take into account the Pre-Scheme Payment that was made to Creditors who elected the Term Loan Option:

"12.6 On the last day of the Interest Period, the Company shall pay 50% of the accrued interest by cash to the Creditors on a pari passu basis, save that the Company had on 12 July 2018, prior to the Effective Date, paid all Creditors who have participation in the Term Loan Facility on 5 July 2018 at 5:00pm (including their successors, transferees and assigns) 50% of the accrued interest payable in cash for the first Interest Period (i.e., 1 January 2018 to 30 June 2018), and such payment shall be deemed payment of the first Interest Period and the Company shall have no further obligations whatsoever to make payment of the first Interest Period."