

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF NOTEHOLDERS.

If Noteholders (as defined below) are in doubt about any aspect of the Proposal and/or the action they should take, they should seek their own financial advice from their stockbroker, bank manager, solicitor, accountant or other independent financial, tax or legal adviser immediately.

This Notice is for the attention of the holders of the Notes (as defined below) issued by the Issuer (as defined below). Shareholders of the Issuer who are not otherwise Noteholders will not be eligible to attend or vote at the Meeting (as defined below) whether in person or by proxy.



TA CORPORATION LTD.

(UEN/Company Registration No: 201105512R)

(Incorporated with limited liability in the Republic of Singapore)

NOTICE OF MEETING

of the holders of

S\$27,000,000 6.00 per cent. Notes due 2026 comprised in Series 003 (ISIN: SGXF74214317)

(the “Notes”)

issued under the

S\$300,000,000 Multicurrency Medium Term Note Programme (the “Programme”)

of

TA Corporation Ltd. (the “Issuer”)

NOTICE IS HEREBY GIVEN that, pursuant to Condition 11 (*Meeting of Noteholders and Modifications*) of the Conditions of the Notes, and the provisions of Schedule 4 (*Provisions for Meetings of Noteholders*) to the Trust Deed (as defined below), a meeting of the holders of the Notes (the “**Noteholders**”) will be convened for the purpose of considering and, if thought fit, passing the Extraordinary Resolution (as set out below) and will be held on 29 October 2025 at 10.00 a.m. at 1 Robinson Road, #18-00, Meeting Rooms Mumbai and Shanghai, AIA Tower, Singapore 048542 (the “**Meeting**”).

This notice of Meeting (“**Notice**”) is issued in connection with the Conditions of the Notes, and the trust deed dated 28 August 2013 (as amended and supplemented by a supplemental trust deed dated 26 June 2015, a second supplemental trust deed dated 29 June 2018, a third supplemental trust deed dated 2 October 2020 and a fourth supplemental trust deed dated 25 November 2022) (the “**Trust Deed**”) made between the Issuer, as issuer, and DB International Trust (Singapore) Limited, as trustee (the “**Trustee**”).

Unless otherwise defined in this Notice, capitalised terms used in this Notice shall bear the meanings given to them in the consent solicitation statement dated 7 October 2025 (the “**Consent Solicitation Statement**”) issued by the Issuer to the Noteholders.

By this Notice, the Issuer is seeking the approval of the Noteholders to the Proposal.

Noteholders wishing to attend and/or vote at the Meeting will have to submit Voting Instruction Form(s) to the Meeting Agent by the Expiration Time, being 10.00 a.m. on 27 October 2025.

A. BACKGROUND AND TERMS OF THE PROPOSAL

1. Reference is made to the Notes which are constituted by the Trust Deed.
2. On 17 July 2023, the board of directors of the Issuer called for a voluntary trading suspension of the securities of the Issuer, following the decision to place Tiong Aik Construction Pte Ltd (in liquidation) ("**TAC**") under provisional liquidation after having assessed the financial condition of TAC. As at the Latest Practicable Date, TAC remains in liquidation. Having regard to (i) the Group's plans to engage in a broader and more holistic manner with its lenders, the Noteholders, business partners, suppliers and customers in relation to TAC's liquidation and its consequent implications on the Group, and (ii) the Issuer's financial exposure arising from parent guarantees and other forms of financial support for TAC and projects undertaken by it in its ordinary course of business, and the possibility of cross-defaults being triggered by TAC's liquidation for loan facilities taken by other members of the Group, the suspension of trading of the Issuer's securities was undertaken as a matter of prudence, with the other subsidiaries and business units of the Group continuing to operate under their respective management teams. Pending the evaluation of the available options for the restructuring of the debts of the Group, interest payments under the Notes have been suspended since 26 July 2023.
3. Since then, the Issuer has been working rigorously on managing and stabilising the Group's financial position.
 - (a) The Group ringfenced its exposure by liquidating or disposing loss-making and/or non-core business segments through:
 - (i) the disposal of non-core 90%-owned subsidiary Aston Air Control Pte Ltd at a cash consideration of S\$400,000, which was completed on 18 January 2024 (further details of which are set out in the Issuer's announcements dated 22 January 2024 and 25 January 2024); and
 - (ii) the liquidation of Tiong Aik Resources (S) Pte Ltd ("**TAR**") on 22 September 2023 to discontinue its non-core business operations (further details of which are set out in the Issuer's announcements dated 5 September 2023 and 29 September 2023). TAR was dissolved by creditors' voluntary winding up on 2 August 2025.
 - (b) The Group raised new funds to reduce borrowings and improve working capital positions through:
 - (i) the disposal of vacant land held by the Group in Chennai, India (Okkiam Thoraipakkam Village, Saidapet Taluk, Chengalpattu District), at an aggregate consideration of S\$5.18 million (further details of which are set out in the Issuer's announcement dated 26 April 2023);
 - (ii) the disposal of the Orchard Plaza Units held by the Group at an aggregate consideration of S\$7.5 million, which was completed on 18 January 2024 (further details of which are set out in the Issuer's announcements dated 26 October 2023, 31 October 2023 and 18 January 2024);
 - (iii) the disposal of the New World Centre Units held by the Group at an aggregate consideration of S\$43 million, which was completed on 25 July 2024 (further details of which are set out in the Issuer's announcements dated 10 March 2024, 31 March 2024, 6 May 2024 and 8 August 2024 and the shareholders' circular dated 10 July 2024); and
 - (iv) the disposal of the Ascent@456 Units held by the Group at an aggregate consideration of S\$18 million, which was completed on 26 August 2024 (further details of which are set out in the Issuer's announcements dated 31 March 2024, 24 April 2024, 22 May 2024, 8 August 2024 and 9 September 2024 and the

shareholders' circular dated 10 July 2024).

- (c) The Group commenced a corporate reorganisation exercise and applied for certain dormant non-principal subsidiaries or associates to be struck off:
 - (i) Tiong Aik Land Pte. Ltd., a wholly-owned subsidiary of the Issuer, was struck-off from the Register of Companies on 5 June 2023 (further details of which are set out in the Issuer's announcement dated 11 October 2023);
 - (ii) Nobilis Investment Pte. Ltd., a 50%-owned associate of the Issuer, was struck-off from the Register of Companies on 10 October 2023 (further details of which are set out in the Issuer's announcement dated 29 February 2024); and
 - (iii) Tiong Aik Investments Pte. Ltd., a wholly-owned subsidiary of the Issuer, was struck-off from the Register of Companies on 29 May 2025 (further details of which are set out in the Issuer's announcement dated 1 March 2025).

On 8 November 2024, the Issuer entered into a settlement agreement with TAR to settle the net amount of S\$5,220,698.90 owed by Sino Holdings to TAR by (a) making a cash payment of S\$300,000 and (b) issuing unsecured mandatory convertible notes of a principal amount of S\$330,000 to certain persons at the direction of the liquidators of TAR which were issued on 17 March 2025. It has also been working closely with its professional advisers on identifying the key financial exposures arising from the liquidation of TAC and a plan to address these issues with a view to a resumption of trading of the Issuer's securities.

- 4. On 1 April 2025, the Issuer announced a debt restructuring plan ("**Debt Restructuring Plan**") seeking to restructure the payment terms and timeline for, and/or otherwise settle, certain debts of the Group, which envisaged:
 - (a) the elimination of a net amount of outstanding liabilities of approximately S\$50.9 million owed by the Group to TAC ("**TAC Liabilities**") pursuant to a debt restructuring agreement dated 27 March 2025 ("**TAC Debt Restructuring Agreement**");
 - (b) the restructuring of bank guarantee liabilities of approximately S\$39.9 million owed to bank lenders, namely United Overseas Bank Limited and Oversea-Chinese Banking Corporation Limited, arising from corporate guarantees given by the Issuer for the benefit of TAC's ordinary course of business ("**Bank Guarantee Liabilities**"), whereby such liabilities would be restructured to be repaid over five (5) years pursuant to a separate debt restructuring agreement dated 27 March 2025 ("**Banks Debt Restructuring Agreement**") and related arrangements; and
 - (c) the restructuring of the outstanding liabilities under the Notes pursuant to the Proposal.

Further details of the Debt Restructuring Plan are disclosed in the Issuer's announcement dated 1 April 2025.

The current Proposal is part of the wider Debt Restructuring Plan, which, if successfully implemented, can improve the Group's financial condition, extend its debt maturity profile, and improve its cash flow position which would improve the Group's ability to satisfy its debt obligations. With the signing of the TAC Debt Restructuring Agreement and the Banks Debt Restructuring Agreement, broad alignment has been reached between the Issuer and the various key creditor groups on the commercial terms of the debt restructuring, and this has enabled the Issuer to progress and confirm the terms of the Proposal and obtain the Noteholders' support thereof. On this basis, the Issuer has, on 30 June 2025, submitted its proposal to the Singapore Exchange Regulation to resume trading of its securities on the SGX-ST. The Issuer is currently engaging the Singapore Exchange Regulation on its queries.

5. Accordingly, the Issuer is seeking the approval of the Noteholders by way of an Extraordinary Resolution to, *inter alia*:
 - (a) extend the Maturity Date of the Notes from 26 July 2026 to 31 December 2032;
 - (b) disapply default interest for the entire tenure of the Notes;
 - (c) insert a put option providing that the Issuer shall, at the option of the holder of any Notes, redeem such Notes at their principal amount on 31 December 2030;
 - (d) amend the Call Redemption Dates under Condition 5(k) of the Notes;
 - (e) amend the interest rate of the Notes from currently 6.00 per cent. per annum, payable semi-annually in arrear, to 4.50 per cent. per annum, payable at maturity, with effect from 31 December 2025;
 - (f) approve the Proposed Repayment Schedule for the repayment of interest on the Notes;
 - (g) provide for a suspension from compliance with the Relevant Financial Covenants for the period from 27 July 2026 to 31 December 2032 (being the extended Maturity Date of the Notes);
 - (h) approve the subsistence of the security in favour of certain bank lenders over loan receivables due from NPI to Sino Holdings, pursuant to the NPI Receivables Assignment;
 - (i) waive all default interest that has accrued and will accrue under Condition 6(f) since 26 July 2023, such waiver to continue until the amendment set out in paragraph (b) above takes effect;
 - (j) waive provisions of the Trust Deed and the Conditions and the occurrence of any Event(s) of Default or Potential Event(s) of Default as a result of non-compliance with its obligations under the Trust Deed and the Conditions, including but not limited to the non-payment of interest on the Notes on the respective due dates, the liquidation of TAC and the liquidation and dissolution of TAR, the creation of new security pursuant to the NPI Receivables Assignment, the disposal of the New World Centre Units and the Ascent@456 Units, and the legal proceedings involving TACC; and
 - (k) waive the requirement for notices to Noteholders to be published in a daily newspaper of general circulation in Singapore and in place thereof, permit all future notices to be given to Noteholders by way of an announcement on the website of the SGX-ST,

each as more fully described in this Notice.
6. In the event that the Extraordinary Resolution is passed, the Issuer and the Trustee shall proceed with the execution of the Fifth Supplemental Trust Deed to implement the Proposal in respect of the Extraordinary Resolution.

B. APPOINTMENT OF MEETING AGENT

1. Notice is hereby given that pursuant to the agency agreement dated 28 August 2013 made between (1) the Issuer, as issuer, (2) Deutsche Bank AG, Singapore Branch, as principal paying agent, (3) Deutsche Bank AG, Hong Kong Branch, as non-CDP paying agent, and (4) the Trustee, as trustee, in relation to the Programme established by the Issuer (the “**Agency Agreement**”), the Issuer has appointed Tricor Singapore Pte. Ltd. (trading as Tricor Barbinder Share Registration Services) as an additional paying agent solely in respect of the Meeting and as a meeting agent in respect of the Consent Solicitation and the Meeting (the “**Meeting Agent**”).
2. The terms of the Meeting Agent’s appointment shall, pursuant to the letter of appointment dated on or around 6 October 2025 from the Issuer to, *inter alia*, the Meeting Agent, commence on and from 7 October 2025 and shall terminate on, among other events, the earlier of (a) the termination of the Consent Solicitation and (b) the last date on which the Consent Fee (as defined herein) is

paid to the Noteholders in connection with the Consent Solicitation and the earmarking of the Notes is removed by CDP and such termination shall occur automatically without any further action or liability on the part of the Issuer or any other party to the Agency Agreement.

C. CONSENT FEE

1. Subject to the fulfilment of the Settlement Conditions (as defined herein), a Noteholder who votes in favour of the Extraordinary Resolution at the Meeting or delivers, or arranges to have delivered on his behalf, a valid Voting Instruction Form on or prior to the Expiration Time to the Meeting Agent to have his votes cast in favour of the Extraordinary Resolution at the Meeting (and such Voting Instructions are not validly revoked), will receive a consent fee (the “**Consent Fee**”) of 0.10 per cent. in principal amount of the Notes, being S\$250 per S\$250,000 in principal amount of the Notes, in respect of which such votes have been cast (less any bank charges, which shall be borne by such Noteholder).
2. The payment of the Consent Fee is conditional upon:
 - (a) the Extraordinary Resolution being duly passed at the Meeting; and
 - (b) the relevant Noteholder duly completing and returning to the Meeting Agent his Voting Instruction Form and supporting documents on or prior to the Expiration Time, and providing complete details of a valid account with a bank in Singapore to which the Consent Fee may be credited as required in the Voting Instruction Form,

in each case in accordance with the terms and conditions specified in this Consent Solicitation Statement (collectively, the “**Settlement Conditions**”).

3. Provided that the Settlement Conditions are fulfilled, the Consent Fee will be credited to the bank account of a Noteholder eligible to receive such Consent Fee (i) (in the event that the Extraordinary Resolution is passed at the Meeting) as soon as reasonably practicable and, in any event, not later than five Business Days after the passing of the Extraordinary Resolution at the Meeting or (ii) (in the event that the Extraordinary Resolution is passed at an adjourned Meeting) as soon as reasonably practicable and, in any event, not later than five Business Days after the passing of the Extraordinary Resolution at the adjourned Meeting. The Issuer may elect to waive any Settlement Condition at its sole and absolute discretion. In any event, none of the Issuer, the Trustee, the Agents or the Meeting Agent (nor any of their respective directors, officers, employees, agents, representatives, or affiliates) shall be liable for any delay or failure in the payment of any Consent Fee arising from the bank account details in a Voting Instruction Form not having been duly completed or be responsible for ensuring that the Consent Fee is actually received by the relevant Noteholder.

For the avoidance of doubt, (i) Noteholders who vote against the Extraordinary Resolution at any time will not be eligible to receive the Consent Fee, and (ii) Noteholders who opt to obtain a Voting Certificate will be eligible to receive the Consent Fee if they vote in favour of the Extraordinary Resolution at the Meeting.

4. All questions as to the payment (or non-payment) of any Consent Fee will be determined by the Issuer, in its sole and absolute discretion, which determination shall be final and binding and will be provided in writing to the Meeting Agent, and under no circumstances shall the Trustee, the Agents or the Meeting Agent, or any of their respective affiliates, directors, officers and employees be under any duty to give any notification to any holder on the payment (or non-payment) of any Consent Fee, nor shall any of such entities or persons incur any liability in connection with the payment (or non-payment) of any Consent Fee or the failure to give such notification.
5. Nothing in the Consent Solicitation Statement prevents any Noteholder from voting against the Extraordinary Resolution.

D. EXTRAORDINARY RESOLUTION TO BE CONSIDERED BY THE MEETING

The following resolution is proposed to be passed as an Extraordinary Resolution at the Meeting, in accordance with the provisions of the Trust Deed.

“That:

1. approval be and is hereby given to extend the Maturity Date of the Notes from 26 July 2026 to 31 December 2032 and accordingly, to amend the Conditions by deleting Condition 5(a) of the Notes and substituting therefor the following:

“5. Redemption and Purchase

(a) Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, this Note will be redeemed at its Redemption Amount on 31 December 2032.”;

2. approval be and is hereby given, only in respect of the Notes, to disapply default interest for the entire tenure of the Notes and accordingly, to amend the Conditions by deleting Condition 6(f) of the Notes and substituting therefor the following:

“(f) [Intentionally Omitted]”;

3. approval be and is hereby given, only in respect of the Notes, to insert a put option providing that the Issuer shall, at the option of the holder of any Notes, redeem such Notes at their principal amount on 31 December 2030, and accordingly, to amend the Conditions by inserting a new Condition 5(e)(iii) immediately after Condition 5(e)(ii) of the Notes as follows:

“(iii) the Issuer shall, at the option of the holder of any Note, redeem such Note on 31 December 2030 at its Redemption Amount (together with interest accrued to (but excluding) the date fixed for redemption). To exercise such option, the holder must deposit such Note (together with all unmatured Coupons) with the Principal Paying Agent (or such other agent appointed by the Issuer as paying agent in connection with the exercise of such option) at its specified office, together with a duly completed option exercise notice in the form obtainable from the Principal Paying Agent (or such other agent appointed by the Issuer as paying agent in connection with the exercise of such option) or the Issuer, no later than 31 October 2030. Any Note so deposited may not be withdrawn without the prior consent of the Issuer.”;

4. approval be and is hereby given, only in respect of the Notes, to amend the Call Redemption Dates under Condition 5(k) of the Notes by making the following amendments to Condition 5(k) of the Notes (with the amendments shown in double-underline):

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

The Issuer may, on giving irrevocable notice of not less than 30 days’ to the Noteholders, redeem the Notes, in whole but not in part, on any Call Redemption Date ~~the Interest Payment Date falling 24 months prior to the Maturity Date or on any Interest Payment Date thereafter (the “Call Redemption Date”)~~. Any such redemption of Notes shall be at 100 per cent. of their principal amount, together with interest accrued up to (but excluding) the Call Redemption Date.

The Issuer shall notify the Principal Paying Agent and the Trustee of any early redemption pursuant to this Condition 5(k) at least one (1) business day prior to the giving of the notice referred to above.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 5(k).

For the purpose of this Condition 5(k), “Call Redemption Dates” means

31 December 2026, 31 December 2027, 31 December 2028, 31 December 2029, 31 December 2030 and 31 December 2031.”;

5. approval be and is hereby given, only in respect of the Notes, to amend the interest rate of the Notes from currently 6.00 per cent. per annum, payable semi-annually in arrear, to 4.50 per cent. per annum, payable at maturity, with effect from 31 December 2025, and accordingly, to amend the Conditions by deleting Condition 4(l)(a) and substituting therefor the following:

“4. Interest and Other Calculations

(l) Interest on Fixed Rate Notes

(a) Interest Rate and Accrual

From 26 July 2018 (being the Issue Date) up to (but excluding) 31 December 2025, each Note bears interest on its outstanding principal amount at 6.00 per cent. per annum, payable in arrear on 26 January and 26 July in each year, save that there will be short last Interest Period commencing on (and including) 26 July 2025 to (but excluding) 31 December 2025 and the interest accrued in respect of such period will be payable on 31 December 2032.

From 31 December 2025 up to (but excluding) 31 December 2032 (being the extended Maturity Date), each Note bears interest on its outstanding principal amount at 4.50 per cent. per annum, payable on 31 December 2032.

Interest will cease to accrue on each Note from the due date for redemption thereof unless, upon due presentation and subject to the provisions of the Trust Deed, payment of the Redemption Amount is improperly withheld or refused, in which event interest at such rate will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 4(l)(a) to the Relevant Date (as defined in Condition 7).”;

6. approval be and is hereby given, only in respect of the Notes, for repayment of interest in accordance with the Proposed Repayment Schedule as set forth in the section titled “1. Background to the Proposal – (f) Request for approval of interest repayment schedule” and accordingly, to amend the Conditions by inserting a new Condition 6(g) after Condition 6(f) of the Notes as follows:

“(g) Interest Repayment Schedule

For so long as any Note remains outstanding, the Issuer shall make repayment of interest on such Notes to Noteholders according to the repayment schedule set out in the Appendix to the Fifth Supplemental Trust Deed.”;

**Appendix of the Fifth Supplemental Trust Deed
Interest repayment schedule**

Interest instalment payment date	Amount of interest to be paid to Noteholders per S\$250,000 in principal amount of Notes held by it
31 December 2025	S\$7,438.36
31 December 2026	S\$1,512.33
31 December 2027	S\$1,512.33
31 December 2028	S\$2,646.58
31 December 2029	S\$8,247.95
31 December 2030	S\$78,906.16
31 December 2031	S\$11,250.00
31 December 2032	S\$11,250.00
Total	S\$122,763.70

7. approval be and is hereby given, only in respect of the Notes, for the suspension from compliance with the financial covenants set out in the Trust Deed and the Conditions for the period from 27 July 2026 to 31 December 2032 (being the extended Maturity Date of the Notes) and accordingly, to amend the Trust Deed and the Conditions as follows:
 - (a) by making the following amendments to Clause 7.2.1 of the Trust Deed and Condition 3(b)(i) of the Notes (with the amendments shown in double-underline):

“(other than in respect of the period from 30 June 2020 to 26 July 2026-31 December 2032) the Consolidated Tangible Net Worth shall not at any time be less than S\$150,000,000;”;

and
 - (b) by making the following amendments to Clause 7.2.2 of the Trust Deed and Condition 3(b)(ii) of the Notes (with the amendments shown in double-underline):

“(other than in respect of the period from 30 June 2020 to 26 July 2026-31 December 2032) the ratio of Consolidated Total Borrowings to Consolidated Tangible Net Worth does not exceed 2.75:1.”;
8. approval be and is hereby given for the subsistence of the security created by Sino Holdings (S'pore) Pte Ltd (as assignor) in favour of United Overseas Bank (as security agent) pursuant to the deed of assignment of receivables dated 27 March 2025 (the “**NPI Deed of Assignment**”), pursuant to which Sino Holdings (S'pore) Pte Ltd assigned absolutely to United Overseas Bank (as security agent) all its present and future rights, title, interest and benefits from time to time, in, under and to the Receivables and its Related Rights;
9. approval be and is hereby given to waive all default interest that has accrued and will accrue under Condition 6(f) since 26 July 2023, such waiver to continue until the amendment set out in paragraph 2 above takes effect;
10. approval be and is hereby given to waive the provisions of the Trust Deed and the Conditions and the occurrence of any Event(s) of Default or Potential Event(s) of Default as a result of non-compliance with its obligations under the Trust Deed and the Conditions of the Notes, including but not limited to:
 - (i) any Event of Default under Condition 9(a) of the Notes as a result of the non-payment of interest on the Notes on the respective due dates;
 - (ii) any non-compliance with Clauses 14.11 and 15.1 of the Trust Deed, any Event of Default or Potential Event of Default under Conditions 9(d)(i), 9(e) and 9(h) of the Notes as a result of the liquidation of TAC and the liquidation and dissolution of TAR;
 - (iii) any non-compliance with Clause 7.1 of the Trust Deed, Condition 3(a) of the Notes, and the occurrence of any Event of Default or Potential Event of Default under Condition 9 of the Notes as a result of such non-compliance, in connection with the creation of new security pursuant to the NPI Deed of Assignment;
 - (iv) any non-compliance with Clause 15.29 of the Trust Deed and Condition 3(c) of the Notes, and the occurrence of any Event of Default or Potential Event of Default under Condition 9 of the Notes as a result of such non-compliance, in connection with the disposal of the New World Centre Units and the Ascent@456 Units;
 - (v) any Event(s) of Default or Potential Event(s) of Default under Condition 9(f), 9(n) and 9(o) of the Notes as a result of the Cambodian Legal Proceedings; and
 - (vi) any non-compliance with Clauses 14.7 and 15.3 of the Trust Deed as a result of the occurrence of any Potential Event(s) of Default or Event(s) of Default;
11. approval be and is hereby given to waive the requirement for notices to Noteholders to be published in a daily newspaper of general circulation in Singapore and in place thereof, permit

all future notices to be given to Noteholders by way of an announcement on the website of the SGX-ST, and accordingly, to make the following amendments to Condition 15 of the Notes (with the amendments shown in double-underline):

"15. Notices

Notices to the holders will be valid if published in a daily leading newspaper of general circulation in Singapore (or, if the holders of any Series of Notes can be identified, notices to such holders will also be valid if they are given to each of such holders). It is expected that such publication will be made in The Business Times. Notices will, if published more than once or on different dates, be deemed to have been given on the date of the first publication in such newspaper as provided above. In the case where the shares of the Issuer are listed on the SGX-ST or where the Notes are listed on the SGX-ST, notice to the holders of such Notes shall also be valid if made by way of an announcement on the website of the SGX-ST. Any such notice shall be deemed to have been given to the Noteholders on the date on which the said notice was uploaded as an announcement on the SGX-ST.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice to the holders in accordance with this Condition 15.

Until such time as any Definitive Notes are issued, there may, so long as the Global Note(s) is or are held in its or their entirety on behalf of Euroclear, Clearstream, Luxembourg and/or the Depository, be substituted for such publication in such newspapers or announcement on the website of the SGX-ST the delivery of the relevant notice to Euroclear, Clearstream, Luxembourg and/or (subject to the agreement of the Depository) the Depository for communication by it to the Noteholders, except that if the Notes are listed on the SGX-ST and the rules of such exchange so require, notice will in any event be given or published in accordance with the previous first paragraph of this Condition 15. Any such notice to Euroclear, Clearstream and/or the Depository shall be deemed to have been given to the Noteholders on the seventh day after the day on which the said notice was given to Euroclear, Clearstream, Luxembourg and/or the Depository.

Notices to be given by any Noteholder pursuant hereto (including to the Issuer) shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Principal Paying Agent or the Non-CDP Paying Agent. Whilst the Notes are represented by a Global Note, such notice may be given by any Noteholder to the Principal Paying Agent or, as the case may be, the Non-CDP Paying Agent through Euroclear, Clearstream, Luxembourg and/or the Depository in such manner as the Principal Paying Agent or, as the case may be, the Non-CDP Paying Agent and Euroclear, Clearstream, Luxembourg and/or the Depository may approve for this purpose.

Notwithstanding the other provisions of this Condition, in any case where the identity and addresses of all the Noteholders are known to the Issuer, notices to such holders may be given individually by recorded delivery mail to such addresses and will be deemed to have been given when received at such addresses.”;

12. approval be and is hereby given to the Trustee to make such consequential changes to the Conditions and the Trust Deed (as the Trustee may, in its absolute discretion, deem necessary, desirable or expedient to give effect to this Extraordinary Resolution);
13. every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer involved in or resulting from the modifications referred to in paragraphs 1 to 12 of this Extraordinary Resolution be sanctioned;

14. where applicable, each of the Trustee and the Issuer be and is hereby authorised and requested to concur in the modifications and waivers referred to in paragraphs 1 to 12 of this Extraordinary Resolution, to execute all documents, notices, forms, instruments, consents or agreements (including, without limitation, the Fifth Supplemental Trust Deed in the form of the draft produced to this Meeting and for the purposes of identification signed by the chairman of this Meeting with such amendments (if any) as the Trustee may approve and/or require) to give effect to this Extraordinary Resolution on such terms and conditions as the Trustee may in its absolute discretion decide and also to concur in and execute and do all acts, things and documents as the Trustee may consider necessary, desirable or expedient to give effect to this Extraordinary Resolution;
15. approval be and is hereby given to the Trustee to not be required to request or receive any legal opinions in relation to the Proposal, its implementation, this Extraordinary Resolution and/or the documents to be executed;
16. acknowledge, confirm and agree that:
 - (a) the terms of this Extraordinary Resolution have not been formulated by the Trustee who expresses no view on them, and nothing in this Extraordinary Resolution or otherwise should be construed as a recommendation to the Noteholders from the Trustee to either approve or reject this Extraordinary Resolution;
 - (b) the Trustee has not been involved in the formulation of this Extraordinary Resolution and that, in accordance with normal practice, the Trustee expresses no opinion on the merits (or otherwise) of this Extraordinary Resolution;
 - (c) the Trustee is not responsible for the accuracy, completeness, validity or correctness of the statement made and documents referred to in this Extraordinary Resolution or any omissions from this Extraordinary Resolution;
 - (d) the Noteholders have consulted their own independent legal and/or financial advisers and conducted such due diligence as they consider necessary or appropriate for the purposes of considering this Extraordinary Resolution and the transactions contemplated hereby and the Noteholders have formed their own view in relation to the actions arising out of this Extraordinary Resolution without any reliance on the Trustee or its advisers; and
 - (e) the Noteholders are sophisticated investors familiar with transactions similar to their investment in the Notes and are each acting for their own account, and have each made their own independent decisions in respect of passing this Extraordinary Resolution and pass this Extraordinary Resolution with a full understanding of all the terms, conditions and risks associated with or that exist or may exist now or in the future in connection with this Extraordinary Resolution and the Noteholders confirm that they are each capable of assuming and are willing to assume (financially or otherwise) those risks; and
17. discharges and exonerates the Trustee and the Agents from all liability to Noteholders for which it may have become or may become responsible or liable under and in connection with, amongst other things, the Trust Deed, the Agency Agreement, the Conditions or the Notes in respect of any act or omission in connection with the Proposal, this Extraordinary Resolution, the Meeting or the implementation thereto.

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

Capitalised or other terms used but not defined in this Extraordinary Resolution shall, unless the context otherwise requires, have the meanings set out in the consent solicitation statement dated 7 October 2025 issued by the Issuer.”

E. GENERAL

1. The relevant provisions governing the convening and holding of the Meeting are set out in Schedule 4 (*Provisions for Meetings of Noteholders*) to the Trust Deed, as supplemented by such further regulations as the Trustee may prescribe pursuant to paragraph 31 of Schedule 4 (*Provisions for Meetings of Noteholders*) to the Trust Deed.
2. In accordance with Condition 15 (*Notices*) of the Notes, this Notice is expected to be published in *The Business Times* on 7 October 2025. Paragraph 4 of Schedule 4 (*Provisions for Meetings of Noteholders*) to the Trust Deed provides that at least 21 days' notice (exclusive of the day on which this Notice is given and of the day of the Meeting) shall be given to the Noteholders. The Issuer wishes to highlight that from the date of publication of this Notice to the date of the Meeting, there is a period of 21 clear days (excluding the date of publication of this Notice and the date of the Meeting).
3. In addition, the Issuer has arranged for copies of the Consent Solicitation Statement (each containing a copy of this Notice and the Voting Instruction Form) to be mailed to Direct Participants with an address in Singapore. Copies of the Consent Solicitation Statement and Voting Instruction Forms may also be obtained from the office of the Meeting Agent as set forth at the end of this Notice from 7 October 2025, between 9.00 a.m. to 5.00 p.m. from Mondays to Fridays (excluding public holidays), up to the Expiration Time. **Noteholders are required to make an appointment with the Meeting Agent prior to making any inspection or collection at its office.**
4. In order to avoid any violation of laws applicable in countries other than Singapore, the Consent Solicitation Statement has not been and will not be despatched to Direct Participants who do not presently have an address in Singapore ("**Foreign Noteholders**"). Foreign Noteholders who wish to obtain a copy of the Consent Solicitation Statement should provide in writing such address in Singapore to the Meeting Agent no later than five Business Days prior to the Expiration Time.
5. The Consent Solicitation Statement does not constitute or form part of, and should not be construed as, an offer for sale or subscription of, or a solicitation of any offer to buy or subscribe for, any securities of the Issuer or any other entity. The distribution of the Consent Solicitation Statement may nonetheless be restricted by law in certain jurisdictions. Persons into whose possession the Consent Solicitation Statement come are required by the Issuer, the Trustee, the Agents and the Meeting Agent to inform themselves about, and to observe, any such restrictions. The Consent Solicitation Statement does not constitute a solicitation in any circumstances in which such solicitation is unlawful. None of the Issuer, the Trustee, the Agents or the Meeting Agent will incur any liability for its own failure or the failure of any other person or persons to comply with the provisions of any such restrictions.

F. PROCEDURES FOR VOTING

1. **The Meeting:** The Meeting will be held at 10.00 a.m. (Singapore time) on 29 October 2025 at 1 Robinson Road, #18-00, Meeting Rooms Mumbai and Shanghai, AIA Tower, Singapore 048542 for the purpose of considering and, if thought fit, to pass the Extraordinary Resolution.
2. **Questions or comments during the Meeting:** During the Meeting, questions or comments relating to the Proposal or Consent Solicitation may be raised. Participating Noteholders or proxies are encouraged to send their questions electronically in advance of the Meeting via e-mail to the Meeting Agent at is.corporateactions@vistra.com on or prior to the Expiration Time.
3. **Voting by poll:** Pursuant to paragraph 31 of the Noteholder Meeting Provisions, the Trustee has prescribed that each question submitted to the Meeting shall be decided by a poll. Accordingly, every question submitted to the Meeting shall be decided by a poll. Such poll shall be taken in such manner as the chairman of the Meeting directs. The result of such poll shall be deemed to

be the resolution of the Meeting at which the poll was taken as at the date it was taken.

4. **Representation of vote:** On a poll, every person who is present and produces a Voting Certificate has one vote in respect of each principal amount equal to S\$250,000 of the Notes so represented by the Voting Certificate so produced. Without prejudice to the obligations of proxies, a person entitled to more than one vote need not use them all or cast them all in the same way. In the event of equality of votes, the chairman of the Meeting shall on a poll have a casting vote in addition to any other votes which he may have.
5. **Voting majority requirement:** Under the provisions of the Trust Deed, the Extraordinary Resolution proposed at the Meeting would need to be passed by a majority of at least 75 per cent. of the votes cast at the Meeting. In particular, it should be noted that paragraph 27 of the Noteholder Meeting Provisions provides that an Extraordinary Resolution of the Noteholders shall be binding on all Noteholders whether or not present at the Meeting and each of the Noteholders shall be bound to give effect to it accordingly.
6. **Quorum requirement:** As the Extraordinary Resolution to be proposed at the Meeting seeks to, *inter alia*, extend the Maturity Date of the Notes, amend the interest payment dates of the Notes and reduce the rate of interest in respect of the Notes, Condition 11 of the Notes requires a special quorum to be present in order for the Extraordinary Resolution to be binding on Noteholders if passed. Accordingly, the necessary quorum for the Meeting is two or more persons present holding or representing not less than 75 per cent. in principal amount of the Notes for the time being outstanding. The quorum at an adjourned Meeting shall be two or more persons present holding or representing not less than 25 per cent. in principal amount of the Notes for the time being outstanding.
7. **Voting Instruction Form:** To be eligible to attend and/or vote at a Meeting or any adjournment thereof, Noteholders should complete and sign the Voting Instruction Form to instruct the Meeting Agent to either issue a Voting Certificate or to include the Voting Instructions in a Block Voting Instruction. The duly completed and signed Voting Instruction Form must be delivered to the Meeting Agent by 10.00 a.m. on 27 October 2025 (being 48 hours before the time fixed for the Meeting to be convened on 29 October 2025).

The duly completed and signed Voting Instruction Form must be delivered to the Meeting Agent together with the supporting documents set out in note 7 of the Voting Instruction Form.

A Noteholder must clearly state in his Voting Instruction Form (i) the aggregate principal amount of the Notes being voted by the Noteholder; and (ii) the name of the Noteholder and the direct securities account number, and (if applicable) the securities sub-account number, at CDP in which the Notes are held.

The duly completed and signed Voting Instruction Form together with the requisite supporting documents should be delivered either (i) (by hand or post) to the office of the Meeting Agent as set forth at the end of this Notice between 9.00 a.m. to 5.00 p.m. from Mondays to Fridays (excluding public holidays) or (ii) electronically via e-mail to the Meeting Agent at is.corporateactions@vistra.com, in each case to be received by the Meeting Agent on or prior to the Expiration Time.

Where submission of the Voting Instruction Form is made to the Meeting Agent by way of e-mail, the Voting Instruction Form will be deemed submitted when the relevant receipt of such e-mail being read is given, or where no read receipt is given by the recipient, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such e-mail. Noteholders shall be obliged to monitor if they receive any delivery failure notification within 24 hours of sending such e-mail. None of the Issuer, the Trustee, the Agents, the Meeting Agent or any director, officer, employee, agent, representative or affiliate of any such person accepts any responsibility for failure of submission or delivery of any Voting Instruction Form.

Noteholders are reminded that documents transmitted by electronic mediums may be altered or changed during the process of electronic transmission and consequently none of the Issuer, the Trustee, the Agents, the Meeting Agent or any director, officer, employee, agent, representative or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Voting Instruction Form eventually received by the Meeting Agent and the e-mailed copy.

The mode of submission of the Voting Instruction Form and all accompanying documents is at the election and risk of each Noteholder. For the avoidance of doubt, in the event that a Noteholder submits more than one Voting Instruction Form (whether via hand or post and/or via e-mail), the Meeting Agent will only act upon the Voting Instruction Form which was first received by the Meeting Agent.

Only Direct Participants may submit Voting Instruction Forms. If a Noteholder is not a Direct Participant, it must arrange for the Direct Participant through which such Noteholder holds Notes to submit a Voting Instruction Form on its behalf to the Meeting Agent.

None of the Issuer, the Trustee, the Agents, the Meeting Agent or any of their respective affiliates, directors or employees accepts any responsibility for failure of submission or delivery of any Voting Instruction Form or any other notice or communication. The Issuer's determination in respect of any Voting Instruction Form or any other notice or communication, which will be provided in writing to the Meeting Agent, shall be final and binding.

Beneficial Owners

Beneficial Owners whose Notes are held by a Direct Participant should contact their broker, dealer, bank, custodian, trust company or other nominee to arrange for the Direct Participant through which they hold Notes to submit a Voting Instruction Form on their behalf. In all cases, Beneficial Owners should be aware that other deadlines may be imposed by their broker, dealer, bank, custodian, trust company or other nominee through which they hold the Notes, in respect of the Consent Solicitation. Beneficial Owners of Notes that are held in the name of a broker, dealer, bank, custodian, trust company or other nominee should contact such entity sufficiently in advance of the Expiration Time if they wish to participate in the Consent Solicitation relating to such Notes.

If a Beneficial Owner submits instructions in respect of its Notes through a Direct Participant, such Beneficial Owner should consult with that Direct Participant as to whether the Direct Participant will charge any service fees in connection with the participation in the Consent Solicitation.

8. ***Earmarking procedures:*** Each Noteholder is to note that upon the delivery of a duly completed and signed Voting Instruction Form to the Meeting Agent to either issue a Voting Certificate or include the Voting Instructions in a Block Voting Instruction, the Meeting Agent will proceed to request CDP to earmark/block the principal amount of Notes specified by a Noteholder in his Voting Instruction Form, in the direct securities account or securities sub-account of a Noteholder that such Notes are credited to, and Notes so earmarked/blocked will not be released until the earliest of:
 - (a) (in respect of a Noteholder holding a Voting Certificate) the surrender of the Voting Certificate relating to such Notes to the Meeting Agent, and such Notes ceasing (in accordance with the procedures of CDP and the agreement of the Meeting Agent) to be held to its order;
 - (b) (in respect of a Noteholder who has given Voting Instructions) the notification in writing of a valid revocation of Voting Instructions relating to such Notes to the Meeting Agent by the Expiration Time and, if the Meeting Agent has caused a Block Voting Instruction to be delivered to the Issuer in respect of such Notes, the same then being notified in writing by

the Meeting Agent to the Issuer at its specified office (or such other place as may have been specified by the Issuer for the purpose) or to the chairman of the Meeting, in each case, at least 24 hours before the time appointed for holding the Meeting, and such Notes ceasing in accordance with the procedures of CDP and with the agreement of the Meeting Agent to be held to its order;

- (c) (in the case of a Noteholder who is eligible to receive the Consent Fee) the time of the payment of the Consent Fee to such Noteholder;
 - (d) (in all other cases, including in the case where the Notes are held by a Noteholder who has voted against the Extraordinary Resolution and such votes have not been validly revoked) the conclusion of the Meeting (or, if applicable, any adjournment of the Meeting); and
 - (e) the termination of the Consent Solicitation,
- (the “**Earmarking Period**”).

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

- (a) any such Voting Certificate issued by the Meeting Agent to such Noteholder shall no longer be valid and shall not entitle such Noteholder to attend and vote at the Meeting; and
- (b) any such Voting Instructions given by such Noteholder to the Meeting Agent shall not be valid.

During the Earmarking Period, the Notes which are the subject of a Voting Instruction Form may not be traded or transferred. Notwithstanding anything contained herein, Noteholders should note that the relevant Notes will be earmarked by CDP in accordance with its procedures and subject to its timings. Similarly, Notes so earmarked will also be released by CDP in accordance with its procedures and subject to its timings.

None of the Issuer, the Trustee, the Agents, the Meeting Agent or any of their respective affiliates, directors or employees accepts any responsibility for any failure in earmarking/blocking or removing any earmarking/blocking.

9. ***Attending and voting at the Meeting personally:*** A Noteholder who wishes to attend and vote at the Meeting must produce at the Meeting a valid Voting Certificate issued by the Meeting Agent in respect of the Notes. In order to obtain a Voting Certificate for the Meeting, a Noteholder must, on or prior to the Expiration Time, deliver, or arrange to have delivered on his behalf, a duly completed and signed Voting Instruction Form to the Meeting Agent together with the requisite supporting documents, requesting the Meeting Agent to issue a Voting Certificate to him. The Meeting Agent shall then issue a Voting Certificate in respect of such Notes.

On the day of the Meeting, the Issuer may subject Noteholders to identity verification checks prior to allowing them access to the venue of the Meeting.

Noteholders should have on hand the following documents prior to accessing the Meeting venue:

- (a) the Voting Certificate; and
- (b) either:
 - (i) (where the Noteholder is a corporation) a copy of the NRIC or passport of the representative duly authorised to attend the Meeting on behalf of such Noteholder; or
 - (ii) where the Noteholder is a natural person, a copy of his NRIC or passport.

10. ***Appointing the Meeting Agent to attend the Meeting as proxy and to vote on the Extraordinary Resolution through a Block Voting Instruction:*** If a Noteholder does not wish to attend the Meeting personally, he may appoint the Meeting Agent (or any officer, employee or agent so designated by the Meeting Agent) to attend the Meeting as proxy and to vote on the Extraordinary Resolution through a Block Voting Instruction in respect of the aggregate principal amount of Notes held by such Noteholder.

If a Noteholder wishes the votes attributable to his Notes to be included in a Block Voting Instruction for the Meeting, he must, on or prior to the Expiration Time, (i) deliver, or arrange to have delivered on his behalf, a duly completed and signed Voting Instruction Form to the Meeting Agent together with the requisite supporting documents, and (ii) he or a duly authorised person on his behalf must, in such Voting Instruction Form, direct the Meeting Agent on how those votes are to be cast.

The Meeting Agent will then complete a Block Voting Instruction and appoint a proxy or proxies to attend and cast the vote(s) attributable to such Note(s) as instructed by such Noteholder's Voting Instruction.

Once the Meeting Agent has issued a Block Voting Instruction for the Meeting in respect of the votes attributable to such Voting Instruction Forms the directions to which it gives effect may not be validly revoked or altered from the Expiration Time to the time fixed for such Meeting.

11. ***Revocation:*** Voting Instructions pursuant to a Voting Instruction Form are irrevocable and may not be validly revoked, and Voting Certificates may not be surrendered, except in the limited circumstances set out under the section titled "The Proposal – 9. Amendments" in the Consent Solicitation Statement.

In these limited circumstances, Voting Instructions given may be validly revoked by Noteholders by giving notice in writing of such revocation to the Meeting Agent by the Expiration Time. Voting Certificates may be surrendered to the Meeting Agent at its specified office by the Expiration Time.

A Noteholder should note that during the 48 hours before the time fixed for the Meeting, (a) Voting Instructions may not be validly revoked and (b) the Voting Certificate may not be surrendered.

Only Direct Participants are entitled to validly revoke Voting Instructions and surrender Voting Certificates. A Beneficial Owner of Notes must arrange with the Direct Participant to submit or deliver on its behalf a revocation of Voting Instructions or surrender on its behalf the Voting Certificate.

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

A Noteholder who has validly revoked his Voting Instructions may give fresh Voting Instructions again prior to the Expiration Time in accordance with the procedures described above. Any such Voting Instructions will be regarded as new Voting Instructions.

12. ***Amendments:*** Subject to applicable law, the provisions of the Trust Deed, and as provided in the Consent Solicitation Statement, the Issuer may, in its sole and absolute discretion, re-open, amend, waive any condition of or terminate the Consent Solicitation or any part thereof at any time, prior and up to the Expiration Time. Unless validly revoked or, as the case may be, surrendered in accordance with the terms of the Consent Solicitation, any Voting Instruction given or Voting Certificate issued before the Consent Solicitation or any part thereof is amended or extended will be valid and binding in respect of any such amended or extended Consent Solicitation.

13. **Adjournment:** In the event that the Meeting is adjourned, any Voting Instruction given or Voting Certificate issued in respect of the Meeting will remain valid and binding in respect of the adjourned Meeting unless validly revoked or, as the case may be, surrendered in accordance with the terms of the Consent Solicitation.
14. **Sale, transfer or disposal of Notes before the Meeting:** In the case of a Noteholder who has not delivered a Voting Instruction Form to the Meeting Agent and who subsequently sells, transfers or disposes of his interest in all or any of the Notes at any time before the Meeting, such Noteholder is kindly requested to give prior written notice of such sale or disposal (including details of the entity or person to whom such sale or disposal will be or has been made) to the Issuer and the Meeting Agent.

In the case of a Noteholder who has delivered a Voting Instruction Form to the Meeting Agent, the Notes which are the subject of such Voting Instruction Form may not be transferred until the end of the Earmarking Period.

15. **Rejection of Voting Certificate or Voting Instruction Form:** The Issuer shall have the right to reject any Voting Certificate held by any Noteholder or any Voting Instruction Form submitted by any Noteholder to the Meeting Agent, if such Noteholder is not shown to have the designated Notes entered against his name in the Depository Register as at (or no earlier than) 48 hours before the time fixed for the Meeting, as certified by CDP to the Issuer, vis-à-vis that specified by such Noteholder in his Voting Instruction Form.

Consequently:

- (a) if a Noteholder's Voting Certificate is rejected, such Noteholder shall not be permitted to attend and vote at the Meeting; or
- (b) if a Noteholder's Voting Instruction Form is rejected, such Noteholder's Voting Instructions will not be included in the Block Voting Instructions to be submitted by the Meeting Agent to the Issuer in respect of the Meeting.

G. DOCUMENTS AVAILABLE FOR INSPECTION AND COLLECTION

1. **Inspection:** Noteholders may from the date of the Notice of Meeting between 9.00 a.m. to 5.00 p.m. from Mondays to Fridays (excluding public holidays), up to the Expiration Time inspect copies of the following documents at the office of the Meeting Agent as set forth at the end of this Notice, and from the time 15 minutes prior to and during the Meeting (or any adjournment thereof) at 1 Robinson Road, #18-00, Meeting Rooms Mumbai and Shanghai, AIA Tower, Singapore 048542:
 - (a) a copy of the Trust Deed;
 - (b) a copy of the information memorandum dated 29 June 2018 in relation to the Programme;
 - (c) a copy of the pricing supplement dated 23 July 2018 in respect of the Notes; and
 - (d) a draft of the Fifth Supplemental Trust Deed,
 (the "**Inspection Documents**").
2. **Collection:** Copies of the Consent Solicitation Statement will be mailed to the Direct Participants with an address in Singapore. A copy of the Voting Instruction Form is appended to the Consent Solicitation Statement. In addition, Noteholders may collect copies of the Consent Solicitation Statement and the Voting Instruction Forms (the "**Collection Documents**") from the office of the Meeting Agent as set forth at the end of this Notice from the date of this Notice, between 9.00 a.m. to 5.00 p.m. from Mondays to Fridays (excluding public holidays), up to the Expiration Time.

Noteholders are required to make an appointment with the Meeting Agent prior to making any inspection or collection at its office.

H. NOTICE OF RESULTS OF MEETING

In the event that the Extraordinary Resolution is not passed at the Meeting, notice of the results of voting on the Extraordinary Resolution shall be published by the Issuer in *The Business Times* in accordance with Condition 15 (*Notices*) of the Notes and in the event that the Extraordinary Resolution is passed at the Meeting, notice of the results of voting on the Extraordinary Resolution shall be given by way of an announcement on the website of the SGX-ST, in either case within 14 days of the conclusion of the Meeting but failure to do so shall not invalidate the Extraordinary Resolution.

I. TAX DISCLOSURE NOTE

Please refer to the section titled “The Proposal – 7. Tax Disclosure Note” in the Consent Solicitation Statement.

J. GOVERNING LAW

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

Questions or requests for information in relation to the Consent Solicitation or the Consent Solicitation Statement should be directed to:

THE ISSUER
TA Corporation Ltd.
8 Kaki Bukit Avenue 1, #04-08
Singapore 417941
E-mail: CSE2025@tacorp.com.sg

Questions or requests for information in relation to the completion or submission of Voting Instruction Forms should be directed to:

THE MEETING AGENT
Tricor Singapore Pte. Ltd.
(trading as Tricor Barbinder Share Registration Services)
9 Raffles Place
#26-01, Republic Plaza
Singapore 048619
Attention: Corporate Actions
Telephone: +65 6236 3555
E-mail: is.corporateactions@vistra.com

None of the Trustee, the Agents and the Meeting Agent has participated in the formulation of the terms of the Proposal, the Fifth Supplemental Trust Deed or the Extraordinary Resolution and, in accordance with its normal practice, each of the Trustee, the Agents and the Meeting Agent expresses no view or opinion on the merits of such terms; and nothing in this Notice should be construed as a recommendation to the Noteholders from the Trustee or any Agent to vote for, or against, the Extraordinary Resolution. The Noteholders should take their own independent financial, tax, legal and/or other advice on the merits of and on the consequences of voting in relation to the Extraordinary Resolution, including any tax consequences.

Noteholders are to take sole responsibility for the information given in their respective Voting Instruction Forms and to ensure that all requirements concerning the completion of their respective Voting Instruction Forms have been complied with.

All references to timings herein are to Singapore time unless otherwise stated.

Date: 7 October 2025

This Notice is given by:
TA CORPORATION LTD.
8 Kaki Bukit Avenue 1, #04-08
Singapore 417941