

NOTICE OF MEETING

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



GUTHRIE GTS LIMITED
(UEN/Company Registration No. 196800390N)
(Incorporated in the Republic of Singapore)

NOTICE OF MEETING of the holders of the

\$S125,000,000 3.70 per cent. Notes due 2018 comprised in Series 001 (ISIN: SG6Y88989414) (the “Notes”)

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Schedule 4 of the Trust Deed dated 11 January 2013 (the “**Trust Deed**”) entered into between (1) Guthrie GTS Limited (“**Guthrie**”), as issuer, and (2) British and Malayan Trustees Limited (the “**Trustee**”), as trustee for the holders (the “**Noteholders**”) of the Notes, a meeting (the “**Meeting**”) of the Noteholders convened by Guthrie will be held for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as an Extraordinary Resolution of the Noteholders in accordance with the provisions of the Trust Deed. The Meeting will be held at One Raffles Quay, #17-00 South Tower, Singapore 048583 on 8 May 2015 at 10.00 a.m. (Singapore time).

Capitalised or other terms used but not defined in this Notice shall, unless the context otherwise requires, have the meanings set out in the invitation memorandum dated 16 April 2015 (the “**Invitation Memorandum**”) issued by Guthrie.

EXTRAORDINARY RESOLUTION

“That:

- approval be and is hereby given to insert a new Condition 5(i) in the Conditions of the Notes immediately after Condition 5(i) as follows:
“(j) *Redemption at the option of the Issuer*
The Issuer may, having given not less than one business day’s notice to the Noteholders in accordance with Condition 15 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some of the Notes then outstanding on the date specified (other than Notes which have already been accepted for purchase by the Issuer) in such notice at 100.00 per cent. of the nominal amount of the Notes, together with a prepayment fee of 1.85 per cent. of the nominal amount of such Notes and interest accrued to (but excluding) the date fixed for redemption.”;
- approval be and is hereby given to the Trustee to make such consequential changes to the Conditions of the Notes and the Trust Deed (as the Trustee may, in its absolute discretion, deem necessary, desirable or expedient to give effect to this Extraordinary Resolution);
- every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against Guthrie involved in or resulting from the modifications referred to in paragraphs 1 to 2 of this Extraordinary Resolution be sanctioned; and
- the Trustee be authorised and requested to concur in the modifications referred to in paragraphs 1 to 3 of this Extraordinary Resolution and execute all documents, notices, forms, instruments, consents or agreements (including, without limitation, the Supplemental Trust Deed in the form of the draft produced to this Meeting and for the purposes of identification signed by the chairman of this Meeting with such amendments (if any) as the Trustee may approve and/or require) to give effect to this Extraordinary Resolution on such terms and conditions as the Trustee may in its absolute discretion decide and to concur in and do all acts and things as the Trustee may consider necessary, desirable or expedient to give effect to this Extraordinary Resolution.

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 invitation memorandum dated 16 April 2015 issued by Guthrie.”

A Background

All references to “Meeting” shall, unless the context otherwise requires, also mean any adjourned Meeting.

The Invitation Memorandum relating to the Invitation, including, *inter alia*, the Extraordinary Resolution and the Proposal, a copy of which will be mailed to the Noteholders with an address in Singapore and will be made available for collection by the Noteholders as indicated below, explains the background to and reasons for, gives details of, and invites Noteholders to approve (at the Meeting), *inter alia*, an amendment to the Conditions of the Notes to include the Call Option, all as more fully described in the Invitation Memorandum (the “**Proposal**”).

If the Extraordinary Resolution is duly passed at the Meeting, Guthrie may, at its option by giving not less than one business day’s notice, redeem all or some of the Notes (other than Notes which have been accepted for purchase by Guthrie in connection with the Invitation) at 100.00 per cent. of the nominal amount of the Notes, together with a prepayment fee of 1.85 per cent. of the nominal amount of such Notes and interest accrued to (but excluding) the date fixed for redemption. In the event that such redemption takes place, the Notes will no longer be outstanding and the Noteholders will not be entitled to any further payments in respect of the Notes after such redemption.

A Noteholder who delivers, or arranges to have delivered on his behalf, on or prior to 5.00 p.m. (Singapore time) on 27 April 2015 (the “**Early Consent Deadline**”), valid vote(s) in favour of the passing of the Extraordinary Resolution, whether by way of delivery of (i) a valid Tender Application Form to the Tender Agent and the Delegate or (ii) a valid Voting Instruction to the Delegate (a “**Consent**”) (and such Consent shall be irrevocable from the Early Consent Deadline) will, subject to the fulfilment of the Consent Conditions, be eligible to receive an early consent fee of 0.60 per cent. in nominal amount of the Notes held by him in respect of which such votes have been cast (less any bank charges, which shall be borne by such Noteholder) (the “**Early Consent Fee**”). A Noteholder who votes in favour of the Extraordinary Resolution at the Meeting or delivers, or arranges to have delivered on his behalf, valid unrevoked Consent(s) after the Early Consent Deadline but on or prior to the Expiration Deadline will not be eligible for the Early Consent Fee and will instead, subject to the fulfilment of the Consent Conditions, receive a consent fee of 0.40 per cent. in nominal amount of the Notes held by him in respect of which such votes have been cast (less any bank charges, which shall be borne by such Noteholder) (the “**Normal Consent Fee**”). For the avoidance of doubt, Noteholders who are eligible to receive the Early Consent Fee will not additionally receive the Normal Consent Fee. Details of eligibility to receive, and payment of, the Early Consent Fee or (as the case may be) the Normal Consent Fee may be found under the heading “Consent Fee” in this Notice.

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

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

B Procedure for Inspection and Collection of Documents

B1 Inspection

Noteholders may, from 16 April 2015, between 9.00 a.m. to 5.00 p.m. (Singapore time) from Mondays to Fridays (excluding public holidays), up to 10.00 a.m. (Singapore time) on 6 May 2015, inspect copies of the following documents at the office of Deutsche Bank AG, Singapore Branch, in its capacity as the Delegate, at One Raffles Quay, #16-00 South Tower, Singapore 048583, and, from the time 15 minutes prior to and during the Meeting at One Raffles Quay, #17-00 South Tower, Singapore 048583:

- the Trust Deed (including the Conditions of the Notes);
- the Information Memorandum dated 11 January 2013 in relation to the Programme and the Pricing Supplement dated 18 January 2013 relating to the Notes; and
- a draft of the Supplemental Trust Deed.

B2 Copies

Copies of the Invitation Memorandum, the Voting Instruction Form and the Tender Application Form will be mailed to the Noteholders with an address in Singapore. The forms of the Voting Instruction Form and the Tender Application Form, as well as the Tax Residency Declaration Form (both as referred to below), are appended to the Invitation Memorandum. In addition, Noteholders may collect copies of the Invitation Memorandum, the Tender Application Form, the Voting Certificate, the Voting Instruction Form and the Tax Residency Declaration Form from the office of Deutsche Bank AG, Singapore Branch, in its capacity as the Delegate, at One Raffles Quay, #13-00 South Tower (Central Mail Room), Singapore 048583 (the “**Delegate Office**”) from 16 April 2015, between 9.00 a.m. to 5.00 p.m. (Singapore time) from Mondays to Fridays (excluding public holidays), up to 10.00 a.m. (Singapore time) on 6 May 2015.

C General

None of the Dealer Manager, the Tender Agent, the Trustee or the Delegate expresses any opinion on the merits of the Invitation, including, *inter alia*, the Extraordinary Resolution or the Proposal. None of the Dealer Manager, the Tender Agent, the Trustee or the Delegate has been involved in the formulation or negotiation of the Invitation and the Proposal. Noteholders should also note that each of Guthrie, the Dealer Manager, the Trustee, the Tender Agent and/or the Delegate cannot and does not offer any advice on investment risks, if any, faced by Noteholders. Noteholders who are unsure of the consequences of the Invitation, including, *inter alia*, the Extraordinary Resolution, should seek their own independent financial, tax and legal advice.

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

Persons into whose possession the Invitation Memorandum comes are required by each of Guthrie, the Dealer Manager, the Trustee, the Tender Agent and the Delegate to inform themselves about, and to observe, any restrictions in connection with the Invitation, offer to sell or acceptance of the Proposal. The Invitation Memorandum does not constitute a solicitation in any circumstances in which such solicitation is unlawful. None of Guthrie, the Dealer Manager, the Trustee, the Tender Agent or the Delegate will incur liability for its own failure or the failure of any other person or persons to comply with the provisions of any such restrictions.

In order to avoid any violation of laws applicable in countries other than Singapore, the Invitation Memorandum has not been and will not be mailed to Noteholders who do not presently have an address in Singapore (“**Foreign Noteholders**”). Foreign Noteholders who wish to obtain a copy of the Invitation Memorandum should provide in writing such an address in Singapore to the Tender Agent and/or the Delegate not later than five days before the Early Consent Deadline.

D Voting Procedures

The relevant provisions governing the convening and holding of the Meeting are set out in Schedule 4 of the Trust Deed, copies of which are available for inspection as referred to above. To be eligible to attend or vote at the Meeting either in person or by proxy, Noteholders should complete and sign a Voting Instruction Form to instruct the Delegate to either issue a Voting Certificate or comply with a Voting Instruction. Such Voting Instruction Form must be submitted to the Delegate at the Delegate Office by the Expiration Deadline. Noteholders who submit a Tender Application Form instruct the Delegate to appoint a proxy or proxies to attend the Meeting and to vote in favour of the Extraordinary Resolution.

In the case of Noteholders who are individuals, copies of such Noteholder’s passport or identity card will have to be submitted to the Delegate together with the Voting Instruction Form or to the Tender Agent and the Delegate together with the Tender Application Form, as the case may be.

Noteholders should note that the latest time and date for obtaining a Voting Certificate and for issuing, amending or revoking a Voting Instruction (the “**Expiration Deadline**”) is 10.00 a.m. (Singapore time) on 6 May 2015.

Noteholders who take the action described below and in the Invitation Memorandum prior to the Expiration Deadline need take no further action in relation to voting at the Meeting in respect of the Extraordinary Resolution.

- A Noteholder who has not submitted or delivered or arranged for the submission or delivery of Voting Instructions to the Delegate and wishes to attend and vote at the Meeting in person must produce at the Meeting a valid Voting Certificate or valid Voting Certificates issued by the Delegate for the Notes.
- A Noteholder who submits a Tender Application Form instructs the Delegate to appoint a proxy or proxies to attend the Meeting and to vote in favour of the Extraordinary Resolution, and may not attend and vote at the Meeting in person.
- A Noteholder not wishing to attend and vote at the Meeting in person may deliver a Voting Certificate or Voting Certificates to the person to whom he wishes to attend on his behalf or give a Voting Instruction (by way of a Voting Instruction Form) instructing the Delegate to appoint any officer, employee or agent so designated by the Delegate as a proxy to attend and vote at the Meeting in accordance with his instructions.
- Each Noteholder is to note that upon the delivery of the Tender Application Form to the Tender Agent and the Delegate or the Voting Instruction Form to the Delegate, the Delegate will proceed to request that CDP earmark the direct securities account or securities sub-account in which his Notes are credited or transfer the Notes to a suspense account and Notes so earmarked or transferred will not be released until the earliest of:
 - (1) in respect of a Voting Certificate or Voting Certificates, not less than 48 hours before the time for which the Meeting is to be convened, the surrender to the Delegate of such Voting Certificate(s) and notification by the Delegate to CDP of such surrender or the compliance in such other manner with the rules of CDP or (2) in respect of Voting Instructions by way of a Voting Instruction Form, not less than 48 hours before the time for which the Meeting is to be convened, the notification in writing of any revocation of a Noteholder’s previous instructions to the Delegate and the same then being notified in writing by the Delegate to Guthrie at least 48 hours before the time for which the Meeting is to be convened and such Notes ceasing in accordance with the procedures of CDP and with the agreement of the Delegate to be held to its order;
 - (in the case of Noteholders who have voted in favour of the Extraordinary Resolution and such votes have not been validly revoked and the Extraordinary Resolution has been duly passed) the time of the payment of the relevant Consent Fee to such Noteholders or (in all other cases) the conclusion of the Meeting (or, if applicable, any adjournment of the Meeting);
 - (in the case of Noteholders who have offered to sell the Notes for cash and which such Notes have been accepted for purchase by Guthrie) the time of the payment of the Purchase Price to such Noteholders; and
 - the termination of the Invitation,
(the “**Blocking Period**”).

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

Any Voting Instructions given may not be revoked or amended except in the limited circumstances set out in the Invitation Memorandum.

E Consent Fee

Subject to the Consent Conditions, Noteholders who deliver, or arrange to have delivered on their behalf, valid Consents on or prior to the Early Consent Deadline (and such Consents shall be irrevocable from the Early Consent Deadline) will be eligible to receive an Early Consent Fee in respect of the Notes which are the subject of such Consents.

Subject to the Consent Conditions, Noteholders who vote in favour of the Extraordinary Resolution at the Meeting or deliver, or arrange to have delivered on their behalf, valid unrevoked Consents after the Early Consent Deadline but on or prior to the Expiration Deadline will not be eligible for the Early Consent Fee and will instead receive a Normal Consent Fee in respect of the Notes which are the subject of such Consents. For the avoidance of doubt, Noteholders who are eligible to receive the Early Consent Fee will not additionally receive the Normal Consent Fee.

The payment of the relevant Consent Fee is conditional upon:

- the Noteholders duly passing the Extraordinary Resolution approving the Proposal;
- the Supplemental Trust Deed providing for the inclusion of the Call Option in the Conditions of the Notes being duly executed; and
- the relevant Noteholders providing complete details of a valid account with a bank in Singapore to which the Early Consent Fee or the Normal Consent Fee, as the case may be, should be credited as required in the Tender Application Form or the Voting Instruction Form

(collectively, the “**Consent Conditions**”).

Provided that the Consent Conditions are fulfilled, the relevant Consent Fee will be credited to the account of the Noteholder eligible to receive such fee on the Settlement Date. Guthrie may elect to waive any Consent Condition at its sole and absolute discretion. In any event, none of Guthrie, the Trustee, the Dealer Manager, the Tender Agent or the Delegate shall be liable for any delay in payment of the relevant Consent Fee arising from the bank account details in a Tender Application Form or Voting Instruction Form not having been duly completed.

F Quorum and Adjournment

The Meeting Provisions require the proposals tabled in the Extraordinary Resolution to be subject to the quorum provisions in paragraphs 6 and 7 of Schedule 4 of the Trust Deed. Therefore the quorum required at the Meeting for the passing of the Extraordinary Resolution shall be two or more persons present holding Notes in definitive form or Voting Certificates or being proxies and holding or representing in aggregate not less than 66⅔ per cent. of the nominal amount of the Notes for the time being outstanding. No business (other than the choosing of a Chairman) shall be transacted unless the requisite quorum is present at the commencement of business.

If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for the Meeting a quorum is not present, the Meeting shall stand adjourned for such period (unless Guthrie and the Trustee agree that it be dissolved), being not less than 14 days nor more than 42 days, and to such place and at such time as may be appointed by the Chairman. At least 10 days’ notice of such adjourned Meeting shall be given in the same manner as for the original Meeting, and such notice shall state the required quorum at such adjourned Meeting. The quorum for any adjourned Meeting shall be two or more persons so present holding Notes in definitive form or Voting Certificates or being proxies and holding or representing in aggregate not less than 50 per cent. of the nominal amount of the Notes for the time being outstanding.

Voting Certificates obtained and Voting Instructions given in respect of the Meeting (unless validly revoked in the limited circumstances set out in the Invitation Memorandum) shall remain valid for such adjourned Meeting.

G Voting

Every question submitted to the Meeting shall be decided in the first instance by a show of hands and in the case of equality of votes the chairman of the Meeting shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Noteholder or as a holder of a Voting Certificate or as a proxy.

At the Meeting unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman of the Meeting, Guthrie, the Trustee or any person present holding one or more Notes in definitive form or a Voting Certificate or being a proxy and being, in aggregate the holders of not less than 50 per cent. of the nominal amount of the Notes then outstanding, a declaration by the chairman of the Meeting that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

If at the Meeting a poll is so demanded it shall be taken in such manner and, subject as provided in Schedule 4 of the Trust Deed, either at once or after an adjournment as the chairman of the Meeting directs and the result of such poll shall be deemed to be the resolution of the Meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the Meeting for the transaction of any business other than the motion on which the poll has been demanded.

Subject as provided in Schedule 4 of the Trust Deed, on a show of hands every person who is present in person and produces a Note in definitive form or Voting Certificate or is a proxy shall have one vote. Subject as provided in Schedule 4 of the Trust Deed, on a poll every person who is so produced or shall have one vote in respect of each \$S250,000 in nominal amount of Notes so represented by the Voting Certificate or so produced or for which that person is a proxy or in respect of which (being in definitive form) he is the holder. Without prejudice to the obligations of the proxies named in any block voting instruction (as referred to below), any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.

H Extraordinary Resolution

The Extraordinary Resolution proposed at the Meeting would need to be passed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands, or if a poll is duly demanded, by a majority consisting of not less than three-fourths of the votes cast on such poll. The Extraordinary Resolution passed at the Meeting duly convened shall be binding upon all the Noteholders whether present or not present at the Meeting and whether or not voting and upon all Couponholders (as defined in the Trust Deed) and each of them shall be bound to give effect thereto accordingly and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof.

I Notice of Results

Notice of the results of the voting on the Extraordinary Resolution shall be published in accordance with Condition 15 of the Notes by Guthrie within 14 days of such result being known, provided that the non-publication of such notice shall not invalidate such result.

J Tax Note

Certain tax-related disclosures are set out in the Invitation Memorandum.

K Tax Residency Declaration Form

For the purpose of enabling Guthrie to determine the amount of withholding tax (if any) payable to the Inland Revenue Authority of Singapore in respect of amounts payable under the Invitation and the Notes, the holders and/or the beneficial owners of Notes are requested to complete the Tax Residency Declaration Form (the form of which may be found in the section entitled “Tax Residency Declaration Form” in the Invitation Memorandum) and return the duly completed Tax Residency Declaration Form to the Tender Agent or Delegate at the address set forth on the back cover of the Invitation Memorandum by the Expiration Deadline.

L Governing Law

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

M Personal Data Privacy

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Meeting and/or any adjournment thereof, the Noteholder (i) consents to the collection, use and disclosure of the Noteholder’s personal data by Guthrie (or its agents) for the purpose of the processing and administration by Guthrie (or its agents) of proxies and representatives appointed for the Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Meeting (including any adjournment thereof), and in order for Guthrie to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “**Purposes**”), (ii) warrants that where the Noteholder discloses the personal data of the Noteholder’s proxy(ies) and/or representative(s) to Guthrie (or its agents), the Noteholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by Guthrie (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the Noteholder will indemnify Guthrie in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Noteholder’s breach of warranty.

The Dealer Manager for the Invitation is:

CIMB Bank Berhad
50 Raffles Place
#09-01 Singapore Land Tower
Singapore 048623
Telephone: +65 6337 5155 /
+65 6302 3955 / +65 6661 2178
Facsimile: +65 6302 3960

The Delegate for the Meeting and the Tender Agent for the Invitation is:

Deutsche Bank AG, Singapore Branch
One Raffles Quay
#16-00 South Tower
Singapore 048583
Telephone:
+65 6423 4091 / 8232 / 5970 / 6440
Fax: +65 6538 8739
Email: sg.csg@list.db.com

By Order of the Board
Guthrie GTS Limited

Jerome Jansen
Company Secretary
16 April 2015