**OFFER DOCUMENT DATED 6 DECEMBER 2017**

**THIS OFFER DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.**

If you are in any doubt about the Offer (as defined herein), you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately. United Overseas Bank Limited ("**UOB**") is acting for and on behalf of UOL Equity Investments Pte Ltd ("**Offeror**"), which is a wholly-owned subsidiary of UOL Group Limited ("**UOL**"), and does not purport to advise Shareholders (as defined herein) of Singapore Land Limited ("**Company**") or any other person.

If you have sold or transferred all your SingLand Shares (as defined herein), you should immediately hand this Offer Document and the accompanying Form of Acceptance and Transfer for Offer Shares ("**FAT**") to the purchaser or transferee or to the bank, stockbroker or agent through whom you effected the sale or transfer for onward transmission to the purchaser or transferee.

**The views of the SingLand Directors (as defined herein) who are considered independent for the purposes of the Offer (if any) and those of the independent financial adviser to such SingLand Directors or (if none of the SingLand Directors are considered independent for the purposes of the Offer and are exempted from the requirement to make a recommendation on the Offer) the Shareholders (as the case may be) on the Offer will be made available to you in due course. You may wish to consider their advice and recommendation before taking any action in relation to the Offer.**

**The Singapore Exchange Securities Trading Limited assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Offer Document.**

# MANDATORY UNCONDITIONAL CASH OFFER

**by**

UOB 大华银行

**UNITED OVERSEAS BANK LIMITED**
(Incorporated in Singapore)
(Company Registration No.: 193500026Z)

for and on behalf of

**UOL EQUITY INVESTMENTS PTE LTD**
(Incorporated in Singapore)
(Company Registration No.: 197300618K)

a wholly-owned subsidiary of

UOL 华业集团

**UOL GROUP LIMITED**
(Incorporated in Singapore)
(Company Registration No.: 196300438C)

to acquire all of the issued ordinary shares in the capital of

**SINGAPORE LAND LIMITED**
(Incorporated in Singapore)
(Company Registration No.: 196300170C)

other than those already owned, controlled or agreed to be acquired by
UOL Equity Investments Pte Ltd and parties acting in concert with it

**ACCEPTANCES SHOULD BE RECEIVED BY 5.30 P.M. (SINGAPORE TIME) ON 3 JANUARY 2018. THE OFFEROR DOES NOT INTEND TO EXTEND THE OFFER BEYOND 5.30 P.M. (SINGAPORE TIME) ON 3 JANUARY 2018. NOTICE IS HEREBY GIVEN THAT THE OFFER WILL NOT BE OPEN FOR ACCEPTANCE BEYOND 5.30 P.M. (SINGAPORE TIME) ON 3 JANUARY 2018.**

**The procedures for acceptance of the Offer are set out in Appendix 2 to this Offer Document and in the accompanying FAT.**

# IMPORTANT NOTICE TO OVERSEAS SHAREHOLDERS

**Overseas Shareholders**

The availability of the Offer to Overseas Shareholders (as defined herein) may be affected by the laws of the relevant overseas jurisdictions. Accordingly, Overseas Shareholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions. For the avoidance of doubt, the Offer will be open to all Shareholders (save for the Offeror Concert Party Group (as defined herein)), including those to whom this Offer Document, the FAT and/or any related documents may not be sent, provided that this Offer Document, the FAT and/or any related documents do not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful, and the Offer is not being made into any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the laws of such jurisdiction. However, the Offeror may, in its sole discretion, take such action as it may deem necessary to extend the Offer to Shareholders in any such jurisdiction.

**Overseas Jurisdiction**

It is the responsibility of any Overseas Shareholder who wishes to (i) request for this Offer Document, the FAT and/or any related documents; or (ii) accept the Offer, to satisfy himself as to the full observance of the laws of the relevant jurisdiction(s) in that connection, including the obtaining of any governmental or other consent which may be required, or compliance with other necessary formalities or legal requirements. If any Shareholder is in any doubt about his position, he should consult his professional adviser in the relevant jurisdiction. Overseas Shareholders should read Section 13 of this Offer Document.

# CONTENTS

Except where the context otherwise requires, the following definitions apply throughout this Offer Document and the FAT:

| | | |
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| "**2014 Offer**" | : | Shall have the meaning ascribed to it in Section 7.2 of this Offer Document |
| "**2014 Offer Price**" | : | Shall have the meaning ascribed to it in Section 10.1 of this Offer Document |
| "**2016 Capital Reduction**" | : | Shall have the meaning ascribed to it in Section 10.2 of this Offer Document |
| "**9M2017**" | : | The nine-month financial period ended 30 September 2017 |
| "**Accepting Shareholder**" | : | A Shareholder who validly tenders his SingLand Shares in acceptance of the Offer |
| "**Acquisitions**" | : | Shall have the meaning ascribed to it in Section 1.1 of this Offer Document |
| "**Aggregate Distribution**" | : | Shall have the meaning ascribed to it in Section 10.2 of this Offer Document |
| "**Books Closure Date**" | : | Shall have the meaning ascribed to it in Section 2.5(i) of this Offer Document |
| "**Business Day**" | : | A day (excluding Saturday, Sunday and public holidays) on which banks are open for business in Singapore |
| "**Cash Distribution**" | : | Shall have the meaning ascribed to it in Section 10.2 of this Offer Document |
| "**Closing Date**" | : | 3 January 2018, being the last day for the lodgement of acceptances of the Offer |
| "**Code**" | : | The Singapore Code on Take-overs and Mergers, as amended from time to time |
| "**Companies Act**" | : | The Companies Act, Chapter 50 of Singapore |
| "**Company**" or "**SingLand**" | : | Singapore Land Limited |
| "**Company Securities**" | : | (i) SingLand Shares;<br>(ii) other securities which carry voting rights in the Company; and<br>(iii) convertible securities, warrants, options and derivatives in respect of the SingLand Shares or securities which carry voting rights in the Company |
| "**Completion**" | : | Shall have the meaning ascribed to it in Paragraph 4 of Appendix 4 to this Offer Document |
| "**CPF**" | : | The Central Provident Fund |
| "**CPF Agent Banks**" | : | Agent banks included under the CPFIS |

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| "**CPFIS**" | : | Central Provident Fund Investment Scheme |
| "**CPFIS Investors**" | : | Investors who have purchased SingLand Shares using their CPF contributions pursuant to the CPFIS |
| "**Date of Receipt**" | : | The date of receipt of the FAT by the Receiving Agent for and on behalf of the Offeror (provided always that the Date of Receipt falls on or before the Closing Date) |
| "**Delisting**" | : | Shall have the meaning ascribed to it in Section 7.2 of this Offer Document |
| "**Despatch Date**" | : | 6 December 2017, being the date of despatch of this Offer Document |
| "**Dissenting Shareholders**" | : | Shall have the meaning ascribed to it in Section 9.1 of this Offer Document |
| "**Distributions**" | : | In respect of the Offer Shares, all dividends, rights, other distributions and/or return of capital |
| "**Encumbrance**" | : | Any claim, charge, pledge, mortgage, lien, option, equity, power of sale, declaration of trust, hypothecation, retention of title, right of pre-emption, right of first refusal, moratorium or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing |
| "**FAT**" | : | The Form of Acceptance and Transfer for Offer Shares in respect of the Offer, which forms part of this Offer Document |
| "**FRS**" | : | Financial Reporting Standards as prescribed by the Accounting Standards Council, as may be amended from time to time by the Accounting Standards Council |
| "**FY**" | : | The financial year ended or ending 31 December, as the case may be |
| "**Haw Par Acquisition**" | : | Shall have the meaning ascribed to it in Paragraph 4 of Appendix 3 to this Offer Document |
| "**Latest Practicable Date**" | : | 30 November 2017, being the latest practicable date prior to the printing of this Offer Document |
| "**Offer**" | : | The mandatory unconditional cash offer made by UOB, for and on behalf of the Offeror, for all of the Offer Shares on the terms and subject to the conditions set out in this Offer Document and the FAT |
| "**Offer Announcement**" | : | The announcement of the Offer released by UOB, for and on behalf of the Offeror, on the Offer Announcement Date |
| "**Offer Announcement Date**" | : | 21 November 2017, being the date of the Offer Announcement |
| "**Offer Document**" | : | This document dated 6 December 2017, including the FAT and any other document(s) which may be issued by or on behalf of the Offeror, to supplement or update this document from time to time |

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| "**Offer Price**" | : | The offer price for each Offer Share validly tendered in acceptance of the Offer, as more particularly described in Section 2.2 of this Offer Document |
| "**Offer Shares**" | : | Shall have the meaning ascribed to it in Section 2.3 of this Offer Document |
| "**Offeror**" | : | UOL Equity Investments Pte Ltd |
| "**Offeror Concert Party Group**" | : | The Offeror and parties acting in concert with the Offeror (including UOL) |
| "**Offeror Directors**" | : | The directors of the Offeror for the time being, further details of which are set out in Appendix 3 to this Offer Document |
| "**Offeror Financial Statements**" | : | Shall have the meaning ascribed to it in Paragraph 3 of Appendix 3 to this Offer Document |
| "**Overseas Shareholders**" | : | Shareholders whose addresses as shown in the Register are outside Singapore |
| "**Participating Shareholders**" | : | Shall have the meaning ascribed to it in Section 10.2 of this Offer Document |
| "**Register**" | : | The register of Shareholders, as maintained by the Registrar |
| "**Registrar**" or "**Receiving Agent**" | : | Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.), the share registrar of the Company and the receiving agent of the Offeror |
| "**Relevant Day**" | : | Shall have the meaning ascribed to it in Paragraph 3.1 of Appendix 1 to this Offer Document |
| "**Relevant Period**" | : | The period commencing six months immediately prior to the Offer Announcement Date and ending on the Latest Practicable Date, being 21 May 2017 to 30 November 2017 |
| "**Section 215(1) Threshold**" | : | Shall have the meaning ascribed to it in Section 9.1 of this Offer Document |
| "**Section 215(3) Threshold**" | : | Shall have the meaning ascribed to it in Section 9.1 of this Offer Document |
| "**SFA**" | : | The Securities and Futures Act, Chapter 289 of Singapore |
| "**SGXNET**" | : | Singapore Exchange Network, a system network used by listed companies when sending information and announcements to the SGX-ST or any other system networks prescribed by the SGX-ST |
| "**SGX-ST**" | : | Singapore Exchange Securities Trading Limited |
| "**Shareholders**" | : | Holders of the SingLand Shares as indicated on the Register |
| "**SIC**" | : | The Securities Industry Council of Singapore |
| "**SingLand Directors**" | : | The directors of the Company for the time being, further details of which are set out in Appendix 5 to this Offer Document |

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| "**SingLand Group**" | : | Shall have the meaning ascribed to it in Section 6 of this Offer Document |
| "**SingLand Shares**" | : | Issued ordinary shares in the capital of the Company |
| "**Specified Persons**" | : | Shall have the meaning ascribed to it in Paragraph 2.7 of Appendix 2 to this Offer Document |
| "**SRS**" | : | The Supplementary Retirement Scheme |
| "**SRS Agent Banks**" | : | Agent banks included under the SRS |
| "**SRS Investors**" | : | Investors who have purchased SingLand Shares pursuant to the SRS |
| "**UEPL**" | : | UIC Enterprise Pte Ltd |
| "**UIC**" | : | United Industrial Corporation Limited |
| "**UIC Group**" | : | UIC and its subsidiaries |
| "**UIC Shares**" | : | Issued ordinary shares in the capital of UIC |
| "**UOB**" or "**Financial Adviser**" | : | United Overseas Bank Limited, being the financial adviser to the Offeror |
| "**UOL**" | : | UOL Group Limited |
| "**UOL Concert Party Group**" | : | Shall have the meaning ascribed to it in Section 1.2 of this Offer Document |
| "**UOL Directors**" | : | The directors of UOL for the time being, further details of which are set out in Appendix 4 to this Offer Document |
| "**UOL Financial Statements**" | : | Shall have the meaning ascribed to it in Paragraph 3 of Appendix 4 to this Offer Document |
| "**UOL Group**" | : | UOL and its subsidiaries |
| "**S$**" and "**cents**" | : | Singapore dollars and cents respectively, being the lawful currency of Singapore |
| "**%**" | : | Percentage or per centum |

**Acting in Concert.** The expression "**acting in concert**" shall have the meaning ascribed to it in the Code.

**Announcement, Notice, etc.** References to the making of an announcement or the giving of a notice by the Offeror shall include the release of an announcement by UOB or advertising agents, for and on behalf of the Offeror, to the press or the delivery of or transmission by telephone, telex, facsimile, SGXNET or otherwise of an announcement to the SGX-ST. Announcements released by or on behalf of the Offeror in connection with the Offer will be released on UIC's corporate website and UIC's counter on SGXNET.

**Genders, etc.** Words importing the singular shall, where applicable, include the plural and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall, where applicable, include corporations.

**Headings.** The headings in this Offer Document are inserted for convenience only and shall be ignored in construing this Offer Document.

**Offer Document.** References to "**Offer Document**" shall include the FAT, unless the context otherwise requires.

**Rounding.** Any discrepancies in the tables in this Offer Document between the listed amounts and the totals thereof are due to rounding. Accordingly, figures shown as totals in this Offer Document may not be an arithmetic aggregation of the figures that precede them.

**Shares.** For purposes of computation, in this Offer Document, (i) the total number of SingLand Shares as at the Latest Practicable Date is 412,477,559; and (ii) based on publicly available information, the total number of UIC Shares (excluding treasury shares) as at the Latest Practicable Date is 1,432,089,362.

**Shareholders.** References to "**you**", "**your**" and "**yours**" in this Offer Document are, as the context so determines, to Shareholders.

**Statutes.** Any reference in this Offer Document to any enactment or statutory provision is a reference to that enactment or statutory provision for the time being amended, modified or re-enacted. Any word defined in the Companies Act, the Code, the SFA or any modification thereof and not otherwise defined in this Offer Document shall, where applicable, have the meaning assigned to that word under the Companies Act, the Code, the SFA or that modification, as the case may be, unless the context otherwise requires.

**Subsidiary, Related Corporation.** References to "**subsidiary**" and "**related corporation**" shall have the meanings ascribed to them respectively in the Companies Act.

**Time and Date.** Any reference to a time of day and date in this Offer Document shall be a reference to Singapore time and date, respectively, unless otherwise specified.

## CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements other than statements of historical facts included in this Offer Document are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as "aim", "seek", "expect", "anticipate", "estimate", "believe", "intend", "project", "plan", "strategy", "forecast" and similar expressions or future and conditional verbs such as "will", "would", "should", "could", "may" and "might". These statements reflect the Offeror's current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results may differ materially from those described in such forward-looking statements. Shareholders and investors of UOL, UIC and SingLand should not place undue reliance on such forward-looking statements. None of the Offeror, UOL or UOB guarantees any future performance or event or undertakes any obligation to update publicly or revise any forward-looking statements.

## IMPORTANT DATES

| | | |
|---|---|---|
| Despatch Date of this Offer Document | : | 6 December 2017 |
| Last date for despatch of the Company's circular in relation to the Offer | : | 20 December 2017 |
| Closing Date of the Offer[(1)(2)] | : | 5.30 p.m. (Singapore time) on 3 January 2018 |
| Date of settlement in respect of the Offer | : | In respect of valid and complete acceptances received before 5.30 p.m. (Singapore time) on the Closing Date, within seven Business Days after the Date of Receipt of each such acceptance |
| Final date of settlement in respect of the Offer | : | Within seven Business Days after the Closing Date |

**Notes:**

(1) The Offer will not be open for acceptance beyond 5.30 p.m. (Singapore time) on the Closing Date.

(2) CPFIS Investors, SRS Investors and other investors who hold SingLand Shares through finance companies or depository agents will receive notification letter(s) from their respective CPF Agent Banks, SRS Agent Banks, finance companies and depository agents. Such investors should refer to those notification letter(s) for details of the last date and time (which may be earlier than the Closing Date) to reply to their respective CPF Agent Banks, SRS Agent Banks, finance companies and depository agents in order to accept the Offer.

### Need Help?

**Any inquiries relating to this Offer Document or the Offer should be directed during office hours to the UOB helpline at (65) 6539 7066.**

UOB 大华银行

**UNITED OVERSEAS BANK LIMITED**
(Incorporated in Singapore)
(Company Registration No.: 193500026Z)

6 December 2017

To: The Shareholders of Singapore Land Limited

Dear Sir / Madam,

**MANDATORY UNCONDITIONAL CASH OFFER BY UOB FOR AND ON BEHALF OF THE OFFEROR**

**1. INTRODUCTION**

**1.1 The Acquisitions.** On 21 November 2017, the Offeror, a wholly-owned subsidiary of UOL, purchased, in a series of on-market and off-market acquisitions, an aggregate of 730,978 UIC Shares, representing approximately 0.051% of the total number of UIC Shares then ("**Acquisitions**"). Out of the aggregate 730,978 UIC Shares acquired then, 305,878 UIC Shares were purchased from a party acting in concert with the Offeror while the balance of the 425,100 UIC Shares was acquired from the open market.

**1.2 Shareholding in UIC.** Immediately prior to the Acquisitions, based on the latest information available to the Offeror, UOL and parties acting in concert with UOL (collectively, "**UOL Concert Party Group**") had an aggregate interest in 715,960,921 UIC Shares, representing approximately 49.995% of the total number of UIC Shares then. In particular, the UOL Group (including the Offeror) had an interest in 712,921,189 UIC Shares, representing approximately 49.783% of the total number of UIC Shares then.

As a result of the Acquisitions, the UOL Concert Party Group's aggregate interest in UIC increased to 716,386,021 UIC Shares, representing approximately 50.025% of the total number of UIC Shares then. As the aggregate shareholding interest of the UOL Concert Party Group in UIC increased to more than 50%, it thereby acquired statutory control[(1)] of UIC under the Code.

**1.3 Shareholding in the Company.** As at the Offer Announcement Date, based on publicly available information, the UIC Group had an aggregate interest in 411,169,736 SingLand Shares, representing approximately 99.683% of the total number of SingLand Shares. Accordingly, the UOL Concert Party Group, by acquiring statutory control of UIC, acquired effective control[(2)] of the Company.

**1.4 SIC Ruling.** Pursuant to an application made by UOL to the SIC, the SIC had on 26 May 2017 confirmed that the chain principle set out in Note 7 on Rule 14.1 of the Code applies, such that if the UOL Group acquires UIC Shares resulting in the UOL Concert Party Group acquiring statutory control of UIC, the UOL Group will incur an obligation under Rule 14.1 of the Code to make a chain principle offer for all the SingLand Shares, other than those SingLand Shares already owned, controlled or agreed to be acquired by the UOL Concert Party Group.

(1) Under the Code, "**statutory control**" means a holding, or aggregate holdings, of shares carrying more than 50% of the voting rights of a company.

(2) Under the Code, "**effective control**" means a holding, or aggregate holdings, of shares carrying 30% or more of the voting rights of a company, irrespective of whether that holding (or holdings) gives *de facto* control.

1.5 **Chain Principle Offer.** In connection with the above, on the Offer Announcement Date, UOB announced, for and on behalf of the Offeror, that the Offeror intends to make a mandatory unconditional cash offer for all the SingLand Shares, other than those SingLand Shares already owned, controlled or agreed to be acquired by the Offeror Concert Party Group.

A copy of the Offer Announcement is available on the website of the SGX-ST at www.sgx.com.

1.6 **Offer Document.** This Offer Document contains the formal Offer by UOB, for and on behalf of the Offeror, to acquire all the Offer Shares. Please read this Offer Document carefully.

## 2. THE OFFER

2.1 **Offer.** Subject to the terms and conditions set out in this Offer Document, for and on behalf of the Offeror, UOB hereby makes the Offer for all the Offer Shares in accordance with Section 139 of the SFA and Rule 14 of the Code.

2.2 **Offer Price.** The price for each Offer Share ("**Offer Price**") will be as follows:

**For each Offer Share: S$11.85 in cash.**

The Offer Price takes into account, among other factors, the highest price paid by the UOL Concert Party Group for the purchase of UIC Shares in the six-month period immediately prior to the Offer Announcement Date.

**The Offer Price is final and as stated in paragraph 2.1(ii) of the Offer Announcement, the Offeror does not intend to revise the Offer Price.** Therefore, in accordance with Rule 20.2 of the Code, the Offeror will not be allowed to subsequently amend the Offer Price in any way.

2.3 **Offer Shares.** The Offer will be extended to all the SingLand Shares, other than those SingLand Shares already owned, controlled or agreed to be acquired by the Offeror Concert Party Group ("**Offer Shares**").

2.4 **No Encumbrances.** The Offer Shares will be acquired:

(i) fully paid;

(ii) free from all Encumbrances; and

(iii) together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date and thereafter attaching thereto, including but not limited to the right to receive and retain all Distributions (if any) declared, paid or made by the Company on or after the Offer Announcement Date.

2.5 **Adjustment for Distributions.** Without prejudice to the foregoing, the Offer Price has been determined on the basis that the Offer Shares will be acquired with the right to receive any Distribution that may be declared, paid or made by the Company on or after the Offer Announcement Date.

Accordingly, in the event any Distribution is or has been declared, paid or made by the Company in respect of the Offer Shares on or after the Offer Announcement Date, the Offer Price payable to an Accepting Shareholder shall be reduced by an amount which is equal to the amount of such Distribution, depending on when the settlement date in respect of the Offer Shares tendered in acceptance of the Offer by such Accepting Shareholder falls, as follows:

(i) if such settlement date falls on or before the books closure date for the determination of entitlements to the Distribution ("**Books Closure Date**"), the Offeror shall pay the relevant Accepting Shareholders the unadjusted Offer Price for each Offer Share, as the Offeror will receive the Distribution in respect of such Offer Shares from the Company; or

(ii) if such settlement date falls after the Books Closure Date, the Offer Price for each Offer Share shall be reduced by an amount which is equal to the amount of the Distribution in respect of each Offer Share, as the Offeror will not receive the Distribution in respect of such Offer Shares from the Company.

2.6 **No Extension of Closing Date.** The Offer is open for acceptance by Shareholders for 28 days from the Despatch Date, unless the Offer is withdrawn with the consent of the SIC and every person is released from any obligation incurred thereunder. **Accordingly, the Offer will close at 5.30 p.m. (Singapore time) on 3 January 2018, being the Closing Date. Notice is hereby given, pursuant to Rule 22.6 of the Code, that the Offer will not be open for acceptance beyond 5.30 p.m. (Singapore time) on the Closing Date.**

2.7 **No Conditions.** The Offer is not subject to any conditions and is unconditional in all respects.

2.8 **No Options.** As at the Latest Practicable Date, based on the latest information available to the Offeror, there are no outstanding options exercisable in respect of the SingLand Shares.

2.9 **No Undertakings.** As at the Latest Practicable Date, none of the members of the Offeror Concert Party Group has received any irrevocable undertaking from any party to accept or reject the Offer.

2.10 **Warranty.** A Shareholder who tenders his Offer Shares in acceptance of the Offer will be deemed to unconditionally and irrevocably warrant that he sells such Offer Shares as or on behalf of the beneficial owner(s) thereof (i) fully paid; (ii) free from all Encumbrances; and (iii) together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date and thereafter attaching thereto, including but not limited to the right to receive and retain all Distributions (if any) declared, paid or made by the Company on or after the Offer Announcement Date.

## 3. DETAILS OF THE OFFER

Appendix 1 to this Offer Document sets out further details on (i) the duration of the Offer; (ii) the settlement of the consideration for the Offer; (iii) the requirements relating to the announcement of the level of acceptances of the Offer; and (iv) Shareholders' right of withdrawal of acceptances in respect of the Offer.

## 4. PROCEDURES FOR ACCEPTANCE

Appendix 2 to this Offer Document sets out the procedures for acceptance of the Offer by a Shareholder.

## 5. DESCRIPTION OF THE OFFEROR AND UOL

5.1 **The Offeror.** The Offeror is a private company incorporated in Singapore in 1973 and a wholly-owned subsidiary of UOL. Its principal activity is that of an investment holding company. Appendix 3 to this Offer Document sets out additional information on the Offeror.

5.2 **UOL.** UOL is a public company incorporated in Singapore and listed on the Mainboard of the SGX-ST. UOL is one of Singapore's leading public-listed property companies, with an extensive portfolio of development and investment properties, hotels and serviced suites. The principal activities of UOL are investments in properties, subsidiaries, associated companies and listed and unlisted securities. Appendix 4 to this Offer Document sets out additional information on UOL.

## 6. DESCRIPTION OF THE COMPANY

The Company is a public company incorporated in Singapore which was delisted from the Mainboard of the SGX-ST on 25 August 2014. The principal activity of the Company is that of an investment holding company. The principal activities of the Company and its subsidiaries (collectively, "**SingLand Group**") consist of development of properties for investment and trading, investment holding, property management, and investment in hotels and retail centres.

As at the Latest Practicable Date, based on the latest information available to the Offeror, the Company has:

(i) an issued and paid-up share capital of S$840,348,143 comprising 412,477,559 SingLand Shares and no treasury shares; and

(ii) no outstanding instruments convertible into, rights to subscribe for, or options in respect of any SingLand Shares or securities which carry voting rights affecting SingLand Shares.

Appendix 5 to this Offer Document sets out additional information on the Company.

## 7. RATIONALE FOR THE OFFER

7.1 **Compliance with the Code.** As mentioned in Section 1.4 of this Offer Document, as a result of the Acquisitions, the Offeror is required to make a chain principle offer for all the SingLand Shares, other than those SingLand Shares already owned, controlled or agreed to be acquired by the Offeror Concert Party Group, in compliance with its obligations under Rule 14.1 of the Code.

7.2 **Exit Opportunity.** On 10 March 2014, UOB had, for and on behalf of UIC Enterprise Pte Ltd ("**UEPL**"), a wholly-owned subsidiary of UIC, made a voluntary unconditional cash offer ("**2014 Offer**") for all the SingLand Shares, other than those SingLand Shares held, directly or indirectly, by UIC and its subsidiaries (including UEPL) as at the date of the 2014 Offer. At the time of the 2014 Offer being made, the SingLand Shares were listed on the Mainboard of the SGX-ST. Subsequently, following the close of the 2014 Offer, the Company was delisted from the Mainboard of the SGX-ST on 25 August 2014 ("**Delisting**").

Following the Delisting, it has become difficult for Shareholders to realise their investment in the SingLand Shares given the lack of a public market for the SingLand Shares. The Offer presents Shareholders with an opportunity to realise the value of their SingLand Shares. If Shareholders do not accept the Offer, there is no guarantee that another opportunity will arise in the future for them to realise the value of their SingLand Shares.

## 8. THE OFFEROR'S INTENTIONS IN RELATION TO THE COMPANY

It is the intention of the Offeror to carry on the existing business of the Company, and the Offeror presently has no intention to (i) introduce any major changes to the business of the Company; (ii) re-deploy the fixed assets of the Company; or (iii) discontinue the employment of the employees of the SingLand Group, unless arising from any review of the business and operations of the Company which may be undertaken and otherwise in the ordinary course of the business. However, the Offeror retains the flexibility at any time to further consider any options or opportunities in relation to the SingLand Group which may present themselves and which the Offeror may regard to be in the interests of the Company and the SingLand Group.

## 9. COMPULSORY ACQUISITION

9.1 **Compulsory Acquisition Rights.** Pursuant to Section 215(1) of the Companies Act, if an offeror receives valid acceptances of the offer and/or acquires or agrees to acquire such number of offeree shares from the date of despatch of the offer document otherwise than through valid acceptances of the offer in respect of not less than 90% of the total number of offeree shares (excluding treasury shares and other than those offeree shares already held by the offeror, its related corporations or their respective nominees as at the date of despatch of the offer document) ("**Section 215(1) Threshold**"), the offeror will be entitled to exercise the right to compulsorily acquire all the offeree shares held by shareholders who have not accepted the offer ("**Dissenting Shareholders**") on the same terms as those offered under the offer.

Further, pursuant to Section 215(3) of the Companies Act, Dissenting Shareholders have the right to require an offeror to acquire their offeree shares in the event that the offeror, its related corporations or their respective nominees acquire, pursuant to the offer, such number of offeree shares which, together with treasury shares and the offeree shares held by the offeror, its related corporations or their respective nominees, comprise 90% or more of the total number of offeree shares ("**Section 215(3) Threshold**").

**9.2 No Entitlement to Compulsory Acquisition.** As at the Latest Practicable Date, the UIC Group has an aggregate interest in approximately 99.683% of the total number of SingLand Shares while the UOL Group, in turn, has an aggregate interest in approximately 49.840% of the total number of UIC Shares. Accordingly, UIC is not a related corporation of the Offeror as at the Latest Practicable Date.

On the basis that UIC is not a related corporation of the Offeror as at the Despatch Date and that the Offer is not extended to members of the Offeror Concert Party Group of which the UIC Group is a part:

(i) the Section 215(1) Threshold will not be met pursuant to the Offer and the Offeror will therefore not be entitled to exercise its right of compulsory acquisition under Section 215(1) of the Companies Act to compulsorily acquire all the Offer Shares not acquired under the Offer; and

(ii) the Section 215(3) Threshold will not be met pursuant to the Offer and Dissenting Shareholders will therefore not be entitled to require the Offeror to acquire their Offer Shares under Section 215(3) of the Companies Act.

## 10. FINANCIAL ASPECTS OF THE OFFER

**10.1 Premium to 2014 Offer Price.** Under the 2014 Offer, the base offer price for each SingLand Share was S$9.40 in cash ("**2014 Offer Price**"). The Offer Price represents a premium of approximately 26.1% to the 2014 Offer Price and compares favourably to the 2014 Offer Price.

**10.2 Premium to 2016 Capital Reduction Cash Distribution.** In its circular to Shareholders dated 8 June 2016, SingLand proposed to implement a selective capital reduction exercise to be effected by way of a cancellation of the SingLand Shares held by Shareholders other than UIC and its subsidiaries ("**Participating Shareholders**"), subject to requisite approvals by Shareholders and the High Court of the Republic of Singapore ("**2016 Capital Reduction**").[3] Pursuant to the terms of the 2016 Capital Reduction, Participating Shareholders would receive S$9.20 in cash for each cancelled SingLand Share ("**Cash Distribution**") which, in addition to a tax-exempt (one-tier) dividend of 20 cents per SingLand Share for the financial year ended 31 December 2015 (the books closure date of which was prior to the proposed payment date of the Cash Distribution), would effectively entitle Participating Shareholders to receive an aggregate amount of S$9.40 for each cancelled SingLand Share ("**Aggregate Distribution**"). The Offer Price represents a premium of approximately 26.1% to the Aggregate Distribution and compares favourably to the Aggregate Distribution.

## 11. CONFIRMATION OF FINANCIAL RESOURCES

UOB, as the financial adviser to the Offeror in connection with the Offer, confirms that sufficient financial resources are available to the Offeror to satisfy in full, all acceptances of the Offer by Shareholders on the basis of the Offer Price.

(3) As stated in an announcement dated 30 June 2016 issued by SingLand, the 2016 Capital Reduction did not proceed as the requisite shareholders' approval for the 2016 Capital Reduction was not obtained at the extraordinary general meeting of SingLand held on 30 June 2016.

## 12. DISCLOSURE OF SHAREHOLDINGS, DEALINGS AND OTHER ARRANGEMENTS

**12.1 Holdings of and Dealings in Company Securities.** As at the Latest Practicable Date, save as publicly disclosed on SGXNET and in this Offer Document (including in Appendix 10 to this Offer Document), none of the Offeror, its directors and the Offeror Concert Party Group:

(i) owns, controls or has agreed to acquire any Company Securities; or

(ii) has dealt for value in any Company Securities in the Relevant Period.

**12.2 Other Arrangements.** As at the Latest Practicable Date, none of the Offeror, its directors and the Offeror Concert Party Group has:

(i) entered into any arrangement (whether by way of option, indemnity or otherwise) in relation to any Company Securities which might be material to the Offer;

(ii) received any irrevocable commitment to accept the Offer in respect of any Company Securities;

(iii) granted any security interest in respect of any Company Securities in favour of any other person, whether through a charge, pledge or otherwise;

(iv) borrowed any Company Securities from any other person (excluding borrowed Company Securities which have been on-lent or sold); or

(v) lent any Company Securities to any other person.

## 13. OVERSEAS SHAREHOLDERS

**13.1 Overseas Shareholders.** This Offer Document, the FAT and/or any related documents do not constitute an offer to sell or the solicitation of an offer to subscribe for, sell or buy any security, nor is it a solicitation of any vote or approval in any jurisdiction, nor shall there be any sale, issuance or transfer of the securities referred to in this Offer Document, the FAT and/or any related documents in any jurisdiction in contravention of applicable law.

**For the avoidance of doubt, the Offer is open to all Shareholders (save for the Offeror Concert Party Group), including those to whom this Offer Document, the FAT and/or any related documents may not be sent.**

The availability of the Offer to Overseas Shareholders may be affected by the laws of the relevant overseas jurisdictions in which they are located. Accordingly, Overseas Shareholders should inform themselves of, and observe, any and all applicable legal requirements in their respective overseas jurisdictions.

**13.2 Copies of Documents.** Where there are potential restrictions on sending this Offer Document, the FAT and/or any related documents to any overseas jurisdictions, the Offeror and UOB each reserves the right not to send this Offer Document, the FAT and/or any related documents to such overseas jurisdictions. Any affected Overseas Shareholder may nonetheless obtain copies of this Offer Document, the FAT and/or any related documents during normal business hours from the office of the Registrar at 80 Robinson Road, #11-02, Singapore 068898. Alternatively, an affected Overseas Shareholder may write to the Registrar to request this Offer Document, the FAT and/or any related documents to be sent to an address in Singapore by ordinary post at his own risk, up to five Business Days prior to the Closing Date.

**13.3 Overseas Jurisdiction.** It is the responsibility of any Overseas Shareholder who wishes to accept the Offer to satisfy himself as to the full observance of the laws of the relevant jurisdictions in that connection, including the obtaining of any governmental or other consent which may be required, or compliance with other necessary formalities or legal requirements. Such Overseas Shareholder shall be liable for any such taxes, imposts, duties or other requisite payments payable in such jurisdictions and the Offeror, its related corporations, UOB, the Receiving Agent and/or any other person acting on its behalf shall be fully indemnified and held harmless by such Overseas Shareholders for any such taxes, imposts, duties or other requisite payments as the Offeror, its related corporations, UOB, the Receiving Agent and/or any other person acting on its behalf may be required to pay. In (i) requesting for this Offer Document, the FAT and/or any related documents; and (ii) accepting the Offer, the Overseas Shareholder represents and warrants to the Offeror and UOB that he is in full observance of the laws of the relevant jurisdiction in that connection, and that he is in full compliance with all necessary formalities or legal requirements. If any Shareholder is in any doubt about his position, he should consult his professional adviser in the relevant jurisdiction.

**13.4 Notice.** The Offeror and UOB each reserves the right to notify any matter, including the fact that the Offer has been made, to any or all of the Shareholders (including Overseas Shareholders) by announcement to the SGX-ST or paid advertisement in a daily newspaper published and circulated in Singapore, in which case, such notice shall be deemed to have been sufficiently given notwithstanding any failure by any Shareholder (including an Overseas Shareholder) to receive or see such announcement or advertisement.

## 14. GENERAL

**14.1 Valid Acceptances.** The Offeror and UOB each reserves the right to treat acceptances of the Offer as valid if received by or on behalf of any of them at any place or places determined by them otherwise than as stated herein or in the FAT, as the case may be, or if made otherwise than in accordance with the provisions and instructions herein and in the FAT.

**14.2 Information Pertaining to CPFIS Investors and SRS Investors.** CPFIS Investors and SRS Investors should receive further information on how to accept the Offer from their respective CPF Agent Banks and SRS Agent Banks. CPFIS Investors and SRS Investors are advised to consult their respective CPF Agent Banks and SRS Agent Banks should they require further information, and if they are in any doubt as to the action they should take, CPFIS Investors and SRS Investors should seek independent professional advice. CPFIS Investors and SRS Investors who wish to accept the Offer are to reply to their respective CPF Agent Banks and SRS Agent Banks by the deadline stated in the letter from their respective CPF Agent Banks and SRS Agent Banks, which may be earlier than the Closing Date.

CPFIS Investors and SRS Investors who validly accept the Offer through appropriate intermediaries will receive the Offer Price payable in respect of their Offer Shares in their respective CPF investment accounts and SRS investment accounts.

**14.3 Governing Law and Jurisdiction.** The Offer, this Offer Document, the FAT and any related documents, all acceptances of the Offer and the exercise thereof, and all contracts made pursuant thereto and actions taken or made or deemed to be taken or made thereunder shall be governed by, and construed in accordance with, the laws of Singapore. Each of the Offeror and the Accepting Shareholders submit to the non-exclusive jurisdiction of the Singapore courts.

**14.4 No Third Party Rights.** Unless expressly provided to the contrary in this Offer Document, the FAT and/or any related documents, a person who is not a party to any contracts made pursuant to the Offer, this Offer Document, the FAT and/or any related documents has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of such contracts. Notwithstanding any term contained herein and in the FAT, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

14.5 **Accidental Omission.** Accidental omission to despatch this Offer Document, the FAT and/or any related documents or any notice or announcement required to be given under the terms of the Offer or any failure to receive the same by any person to whom the Offer is made or should be made, shall not invalidate the Offer in any way.

14.6 **Independent Advice.** UOB is acting for and on behalf of the Offeror and does not purport to advise Shareholders or any other person. In preparing this Offer Document on behalf of the Offeror, UOB has not had regard to the general or specific investment objectives, tax position, risk profiles, financial situation or particular needs and constraints of any Shareholder.

The views of the SingLand Directors who are considered independent for the purposes of the Offer (if any) and the independent financial adviser to such SingLand Directors or (if none of the SingLand Directors are considered independent for the purposes of the Offer and are exempted from the requirement to make a recommendation on the Offer) the Shareholders (as the case may be) on the Offer will be made available to Shareholders in due course and in any event, they are required under the Code to despatch their views within 14 days after the Despatch Date. Shareholders may wish to consider their advice and recommendation before taking any action in relation to the Offer.

14.7 **General Information.** Appendix 11 to this Offer Document sets out additional general information relating to the Offer.

## 15. RESPONSIBILITY STATEMENT

The Offeror Directors and the UOL Directors (including any director who may have delegated detailed supervision of this Offer Document) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Offer Document are fair and accurate and that no material facts have been omitted from this Offer Document, the omission of which would make any statement herein misleading and they jointly and severally accept responsibility accordingly.

Where any information has been extracted or reproduced from published or otherwise publicly available sources (including, without limitation, in relation to the Company), the sole responsibility of the Offeror Directors and UOL Directors has been to ensure through reasonable enquiries that such information has been accurately and correctly extracted from such sources or, as the case may be, reflected or reproduced in this Offer Document.

Yours faithfully,
**United Overseas Bank Limited**

For and on behalf of
**UOL Equity Investments Pte Ltd**

# APPENDIX 1 – DETAILS OF THE OFFER

**1. DURATION OF THE OFFER**

The Offer is open for acceptance by Shareholders for 28 days from the Despatch Date, unless the Offer is withdrawn with the consent of the SIC and every person is released from any obligation incurred thereunder. **Accordingly, the Offer will close at 5.30 p.m. (Singapore time) on 3 January 2018, being the Closing Date. Notice is hereby given, pursuant to Rule 22.6 of the Code, that the Offer will not be open for acceptance beyond 5.30 p.m. (Singapore time) on the Closing Date.**

**2. SETTLEMENT FOR THE OFFER**

Subject to the receipt by the Offeror from Accepting Shareholders of valid acceptances and all relevant documents required by the Offeror which are complete in all respects and in accordance with such requirements as may be stated in this Offer Document and the FAT including, without limitation, the receipt by the Offeror of share certificate(s) relating to the Offer Shares tendered by such Accepting Shareholder in acceptance of the Offer, then pursuant to Rule 30 of the Code, remittances in the form of S$ cheques drawn on a bank in Singapore for the aggregate Offer Price in respect of the Offer Shares validly tendered in acceptance of the Offer will be despatched to the Accepting Shareholders (or their designated agents, as they may direct) by ordinary post, at the risk of the Accepting Shareholders and as soon as practicable and in any case within seven Business Days of the Date of Receipt of such acceptances.

**3. ANNOUNCEMENTS IN RELATION TO THE OFFER**

3.1 **Timing and Contents.** Pursuant to Rule 28.1 of the Code, by 8.00 a.m. (Singapore time) on the day ("**Relevant Day**") immediately after the day on which the Offer is due to expire, the Offeror will announce and simultaneously inform the SGX-ST of the total number of SingLand Shares (as nearly as practicable):

(i) for which valid acceptances of the Offer have been received;

(ii) held by the Offeror and any persons acting in concert with the Offeror prior to the commencement of the Offer period (as defined under the Code); and

(iii) acquired or agreed to be acquired by the Offeror and any persons acting in concert with the Offeror during the Offer period (as defined under the Code),

and will specify the respective percentages of the total number of SingLand Shares represented by such numbers.

3.2 **Valid Acceptances for Offer Shares.** Subject to Section 14.1 of this Offer Document, in computing the number of Offer Shares represented by acceptances, the Offeror will, at the time of making an announcement, take into account acceptances which are valid in all respects.

3.3 **Announcements.** In this Offer Document, references to the making of any announcement or the giving of a notice by the Offeror include the release of an announcement by UOB or advertising agents for and on behalf of the Offeror to the press or the delivery of or transmission by telephone, facsimile, SGXNET or otherwise of an announcement to the SGX-ST. Announcements released by or on behalf of the Offeror in connection with the Offer will be released on UIC's corporate website and UIC's counter on SGXNET.

4. RIGHT OF WITHDRAWAL OF ACCEPTANCES

4.1 **Acceptances Irrevocable.** Except as expressly provided in this Offer Document and the Code, acceptances of the Offer shall be irrevocable.

4.2 **Right of Withdrawal of Shareholders.** A Shareholder who has tendered acceptances under the Offer may withdraw his acceptance immediately if the Offeror fails to comply with any of the requirements set out in Rule 28.1 of the Code and Paragraph 3.1 of this Appendix 1 by 3.30 p.m. (Singapore time) on the Relevant Day. The Offeror may terminate this right of withdrawal not less than eight days after the Relevant Day by confirming (if that be the case) that the Offer is still unconditional as to acceptances and by complying with Rule 28.1 of the Code and the requirements set out in Paragraph 3.1 of this Appendix 1.

4.3 **Procedures for Withdrawal of Acceptances.** To withdraw his acceptance under the Offer, a Shareholder must give written notice to the Offeror at **UOL Equity Investments Pte Ltd c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.)** at **80 Robinson Road, #11-02, Singapore 068898**.

In relation to the Offer, a notice of withdrawal shall be effective only if signed by the Accepting Shareholder or his agent duly appointed in writing and evidence of whose appointment is produced in a form satisfactory to the Offeror within the same notice and when actually received by the Offeror.

## APPENDIX 2 – PROCEDURES FOR ACCEPTANCE OF THE OFFER

1. THE OFFER

**1.1 Holders of Offer Shares.** If you hold Offer Shares, you should receive this Offer Document together with a FAT.

**1.2 Acceptance.** If you wish to accept the Offer in respect of all or any of your Offer Shares, you should:

**1.2.1** complete the FAT in accordance with this Offer Document and the instructions printed on the FAT. In particular, you must state in **Part (A)** of the FAT the number of Offer Shares in respect of which you wish to accept the Offer and state in **Part (B)** of the FAT the share certificate number(s) of the relevant share certificate(s). If you:

(i) do not specify a number in **Part (A)** of the FAT; or

(ii) specify a number in **Part (A)** of the FAT which exceeds the number of Offer Shares represented by the share certificate(s) accompanying the FAT,

you shall be deemed to have accepted the Offer in respect of the total number of Offer Shares represented by the share certificate(s) and/or other document(s) of title accompanying the FAT;

**1.2.2** sign the FAT in accordance with this Appendix 2 and the instructions printed on the FAT; and

**1.2.3** deliver:

(i) the duly completed and signed original of the FAT in its entirety (no part may be detached or otherwise mutilated);

(ii) the share certificate(s), other document(s) of title and/or other relevant document(s) required by the Offeror and/or the Receiving Agent relating to the Offer Shares in respect of which you wish to accept the Offer. If you are recorded in the Register as holding Offer Shares but do not have the relevant share certificate(s) relating to such Offer Shares, you, at your own risk, are required to procure the Company to issue such share certificate(s) in accordance with the Constitution of the Company and then deliver such share certificate(s) in accordance with the procedures set out in this Offer Document and the FAT;

(iii) where such Offer Shares are not registered in your name, a transfer form, duly completed and executed by the person(s) in whose name such Offer Shares is/are registered and stamped, with the particulars of the transferee left blank (to be completed by the Offeror or any person nominated in writing by the Offeror or a person authorised by either); and

(iv) any other relevant document(s),

either

(a) by hand to **UOL Equity Investments Pte Ltd c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.)** at **80 Robinson Road, #11-02, Singapore 068898**; or

(b) by post, in the enclosed pre-addressed envelope at your own risk, to **UOL Equity Investments Pte Ltd c/o Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.)** at **80 Robinson Road, #11-02, Singapore 068898**,

**in each case so as to arrive not later than 5.30 p.m. (Singapore time) on the Closing Date.** If the completed and signed FAT is delivered by post to the Offeror, please use the pre-addressed envelope which is enclosed with the FAT, which is pre-paid for posting in Singapore only. It is your responsibility to affix adequate postage on the said envelope if posting from outside Singapore.

1.3 **No Acknowledgements.** No acknowledgement of receipt of any FAT, share certificate(s), other document(s) of title, transfer form(s) and/or any other relevant document(s) required by the Offeror, the Financial Adviser or the Receiving Agent will be given.

1.4 **Acceptances received on Saturday, Sunday or public holiday.** For the avoidance of doubt, FATs received by the Receiving Agent on a Saturday, Sunday or public holiday will only be processed and validated on the next Business Day.

2. <u>GENERAL</u>

2.1 **Disclaimer.** The Offeror, the Financial Adviser and/or the Receiving Agent will be authorised and entitled, at their sole and absolute discretion, to reject or treat as valid any acceptance of the Offer through the FAT which is not entirely in order or which does not comply with the provisions and instructions contained in this Offer Document and the FAT or which is not accompanied by the relevant share certificate(s), other document(s) of title and/or any other relevant document(s) required by the Offeror or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality, or invalid in any respect. If you wish to accept the Offer, it is your responsibility to ensure that the FAT is properly completed and executed in all respects and submitted with original signature(s) and that all required documents (where applicable) are provided. Any decision to reject or treat as valid any acceptance will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations), the Financial Adviser and/ or the Receiving Agent accepts any responsibility or liability for such a decision, including the consequences of such a decision.

2.2 **Discretion.** Each of the Offeror and the Financial Adviser reserves the right to treat acceptances of the Offer as valid if received by or on behalf of either of them at any place or places determined by them otherwise than as stated in this Offer Document or in the FAT, or if made otherwise than in accordance with the provisions of this Offer Document and the instructions contained in the FAT, as the case may be. Any decision to reject or treat such acceptances as valid will be final and binding and none of the Offeror (or, for the avoidance of doubt, any of the Offeror's related corporations), the Financial Adviser and/or the Receiving Agent accepts any responsibility or liability for such a decision, including the consequences of such a decision.

2.3 **Risk of Posting.** All communications, certificates, notices, documents and remittances to be delivered or sent to you or your designated agent (or, in the case of joint Accepting Shareholders who have not designated any agent, to the one first named in the Register) will be sent by ordinary post to your respective addresses as they appear in the records of the Receiving Agent at the risk of the person entitled thereto (or, for the purposes of remittances only, to such different name and addresses as may be specified by you in the FAT at your own risk).

2.4 **Conclusive Evidence.** Submission of the duly completed and signed original of the FAT, together with the relevant share certificate(s) and/or other document(s) of title and/or any other relevant document(s) required by the Offeror and/or the Receiving Agent, to the Offeror or its agents shall be conclusive evidence in favour of the Offeror, any person nominated in writing by the Offeror and the Receiving Agent of the right and title of the person(s) signing it to deal with the same and with the Offer Shares to which it relates.

2.5 **Loss in Transmission.** The Offeror, the Financial Adviser and/or the Receiving Agent, as the case may be, shall not be liable for any loss in transmission of the FAT.

**2.6 Irrevocable Acceptance.** Except as expressly provided in this Offer Document and the Code, the acceptance of the Offer made by you using the FAT shall be irrevocable and any instructions or subsequent FAT(s) received by the Receiving Agent, as the case may be, after the FAT has been received shall be disregarded.

**2.7 Personal Data Privacy.** By completing and delivering a FAT, each person (i) consents to the collection, use and disclosure of his personal data by the Registrar, CPF Board, the Offeror, UOL, the Financial Adviser and the Company ("**Specified Persons**") for the purpose of facilitating his acceptance of the Offer, and in order for the Specified Persons to comply with any applicable laws, listing rules, regulations and/or guidelines; (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable law; and (iii) agrees that he will indemnify the Specified Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

### 1. DIRECTORS

The names, addresses and descriptions of the Offeror Directors as at the Latest Practicable Date are as follows:

| Name | Address | Description |
|---|---|---|
| Mr Gwee Lian Kheng | 101 Thomson Road<br>#33-00 United Square<br>Singapore 307591 | Director |
| Mr Liam Wee Sin | 101 Thomson Road<br>#33-00 United Square<br>Singapore 307591 | Director |
| Mr Foo Thiam Fong, Wellington | 101 Thomson Road<br>#33-00 United Square<br>Singapore 307591 | Director |

### 2. PRINCIPAL ACTIVITIES

The Offeror was incorporated in Singapore in 1973 and is a wholly-owned subsidiary of UOL. The principal activities of the Offeror are that of an investment holding company.

### 3. FINANCIAL INFORMATION

Set out below is certain financial information extracted from the Offeror's audited financial statements for FY2014, FY2015 and FY2016 (collectively, "**Offeror Financial Statements**"). Such financial information should be read in conjunction with the relevant financial statements and the accompanying notes as set out therein.

| | FY2014 (S$'000) | FY2015 (S$'000) | FY2016 (S$'000) |
|---|---|---|---|
| Revenue | 26,745 | 30,303 | 26,907 |
| Exceptional items | – | – | – |
| Profit before tax | 26,704 | 30,259 | 26,871 |
| Profit after tax | 26,704 | 30,259 | 26,871 |
| Non-controlling interests | – | – | – |
| Earnings per share (cents) | | | |
| - Basic | 7.60 | 8.61 | 7.65 |
| - Diluted | 7.60 | 8.61 | 7.65 |

A summary of the net dividend per share of the Offeror declared in each of FY2014, FY2015 and FY2016 is set out below:

| | FY2014 | FY2015 | FY2016 |
|---|---|---|---|
| Net dividend per share (cents) | | | |
| - Redeemable preference share | 10.00 | 10.00 | 10.00 |
| - Ordinary share | – | – | – |

A copy of the statement of financial position of the Offeror as at 31 December 2016, which is extracted from the Offeror's audited financial statements for FY2016, is set out in Appendix 6 to this Offer Document. Copies of the Offeror Financial Statements are available for inspection at the offices of the Offeror at 101 Thomson Road, #33-00 United Square, Singapore 307591.

## 4. MATERIAL CHANGES IN FINANCIAL POSITION

Save (i) for the acquisition by the Offeror of 60,000,000 UIC Shares from Haw Par Corporation Limited, as first announced by UOL on 22 June 2017 ("**Haw Par Acquisition**") and subsequent acquisitions by the Offeror of UIC Shares, as announced by UOL on SGXNET; and (ii) as a result of the making and financing of the Offer, as at the Latest Practicable Date, there have been no known material changes in the financial position of the Offeror since 31 December 2016, being the date of the last audited accounts of the Offeror.

## 5. SIGNIFICANT ACCOUNTING POLICIES

The audited financial statements of the Offeror for FY2016 have been prepared in accordance with FRS. The significant accounting policies of the Offeror have been extracted from the Offeror's audited financial statements for FY2016 and are set out in Appendix 7 to this Offer Document.

## 6. CHANGES IN ACCOUNTING POLICIES

There has been no change in the accounting policies of the Offeror which will cause the figures set out in Paragraph 3 of this Appendix 3 to be not comparable to a material extent.

## 7. REGISTERED OFFICE

The registered office of the Offeror is situated at 101 Thomson Road, #33-00 United Square, Singapore 307591.

## 1. DIRECTORS

The names, addresses and descriptions of the UOL Directors as at the Latest Practicable Date are as follows:

| Name | Address | Description |
|---|---|---|
| Dr Wee Cho Yaw | 2 Jalan Asuhan<br>Singapore 299323 | Chairman, Non-Executive and Non-Independent Director |
| Mr Wee Ee Lim | 401 Commonwealth Drive<br>#03-03 Haw Par Techno Centre<br>Singapore 149598 | Deputy Chairman, Non-Executive and Non-Independent Director |
| Mr Gwee Lian Kheng | 101 Thomson Road<br>#33-00 United Square<br>Singapore 307591 | Group Chief Executive, Executive and Non-Independent Director |
| Mr Low Weng Keong | 59 Sommerville Estate Road<br>Sommerville Park<br>Singapore 258044 | Non-Executive and Independent Director |
| Mr Wee Sin Tho | 3 Holland Green<br>Singapore 276126 | Non-Executive and Independent Director |
| Mr Tan Tiong Cheng | 47 Watten Rise<br>Watten Estate<br>Singapore 287368 | Non-Executive and Independent Director |
| Mr Wee Ee-chao | 8 Anthony Road<br>#01-02<br>Singapore 229957 | Non-Executive and Non-Independent Director |
| Dr Pongsak Hoontrakul | 138 Jarunsanitwong 52 Bangplad<br>Bangkok 10700<br>Thailand | Non-Executive and Independent Director |
| Mr Poon Hon Thang Samuel | 36 Kim Tian Road<br>#31-01 Regency Suites<br>Singapore 169279 | Non-Executive and Independent Director |

## 2. PRINCIPAL ACTIVITIES

UOL is a public company incorporated in Singapore and listed on the Mainboard of the SGX-ST. The principal activities of UOL are investments in properties, subsidiaries, associated companies and listed and unlisted securities.

## 3. FINANCIAL INFORMATION

Set out below is certain financial information extracted from UOL's annual reports for FY2014, FY2015 and FY2016 and UOL's unaudited consolidated financial statements for 9M2017 (collectively, "**UOL Financial Statements**"). Such financial information should be read in conjunction with the relevant financial statements and the accompanying notes as set out therein.

| | FY2014 (S$'000) | FY2015 (S$'000) | FY2016 (S$'000) | 9M2017 (S$'000) |
|---|---|---|---|---|
| Revenue | 1,360,719 | 1,278,749 | 1,440,739 | 1,287,665 |
| Exceptional items | | | | |
| - Other gains/(losses) | 25,552 | (22,036) | (23,275) | 529,587 |
| - Fair value gains/(losses) on investment properties | 217,848 | 60,902 | (9,700) | 13,249 |
| Profit before tax | 836,966 | 460,373 | 353,916 | 886,764 |
| Net profit | 760,275 | 413,178 | 305,600 | 847,898 |
| Net profit attributable to non-controlling interests | 74,279 | 21,789 | 18,560 | 40,143 |
| Net profit attributable to equity holders | 685,996 | 391,389 | 287,040 | 807,755 |
| Earnings per share (cents) | | | | |
| - Basic | 88.00 | 49.39 | 35.82 | 99.78 |
| - Diluted | 87.92 | 49.35 | 35.81 | 99.71 |

A summary of the net dividend per ordinary share of UOL declared in each of FY2014, FY2015 and FY2016 is set out below. No interim dividend on the ordinary shares of UOL was declared for 9M2017.

| | FY2014 | FY2015 | FY2016 |
|---|---|---|---|
| Net dividend per ordinary share (cents) | 15.0 | 15.0 | 15.0 |

A copy of the statement of financial position of UOL as at 31 December 2016, which is extracted from UOL's audited financial statements for FY2016, is set out in Part 1 of Appendix 8 to this Offer Document. A copy of the statement of financial position of UOL as at 30 September 2017, which is extracted from UOL's unaudited consolidated financial statements for 9M2017, is set out in Part 2 of Appendix 8 to this Offer Document. Copies of the UOL Financial Statements are available for inspection at the offices of the Offeror at 101 Thomson Road, #33-00 United Square, Singapore 307591 and on the website of the SGX-ST at www.sgx.com.

## 4. MATERIAL CHANGES IN FINANCIAL POSITION

On 31 August 2017, UOL announced the completion of the Haw Par Acquisition ("**Completion**"), following which the UOL Group's interest in UIC increased to 48.96% then. Prior to Completion, the UOL Group had accounted for its investment in UIC as an associated company. As stated in the circular dated 8 August 2017 issued by UOL to its shareholders in connection with such acquisition, the management of the UOL Group had assessed that upon Completion, the UOL Group would be able to exercise *de facto* control over the UIC Group; accordingly, after Completion, the UOL Group would consolidate the UIC Group in accordance with FRS 110 Consolidated Financial Statements.

Save (i) as set out above and in announcements released by UOL on SGXNET and (ii) as a result of the making and financing of the Offer, as at the Latest Practicable Date, there have been no known material changes in the financial position of UOL since 31 December 2016, being the date of the last audited accounts of UOL.

5. **SIGNIFICANT ACCOUNTING POLICIES**

The audited financial statements of UOL for FY2016 have been prepared in accordance with FRS. The significant accounting policies of UOL have been extracted from the annual report of UOL for FY2016 and are set out in Appendix 9 to this Offer Document.

6. **CHANGES IN ACCOUNTING POLICIES**

There has been no change in the accounting policies of UOL which will cause the figures set out in Paragraph 3 of this Appendix 4 to be not comparable to a material extent.

7. **REGISTERED OFFICE**

The registered office of UOL is situated at 101 Thomson Road, #33-00 United Square, Singapore 307591.

1. **DIRECTORS**

The names, addresses and descriptions of the SingLand Directors as at the Latest Practicable Date are as follows:

| Name | Address | Description |
|---|---|---|
| Mr Lim Hock San | 10 Peirce Road<br>Singapore 248529 | Chief Executive Officer and Director |
| Ms Goh Poh Leng | 24 Raffles Place<br>#22-01/06 Clifford Centre<br>Singapore 048621 | Director |

2. **SHARE CAPITAL**

As at the Latest Practicable Date, the Company has an issued and paid-up share capital of S$840,348,143 comprising 412,477,559 SingLand Shares.

3. **MATERIAL CHANGES IN FINANCIAL POSITION**

To the knowledge of the Offeror, as at the Latest Practicable Date, save as disclosed in any information on the Company which is publicly available (including without limitation, the announcements relating to the Company released by UIC on SGXNET), there are no material changes in the financial position or prospects of the Company since 31 December 2016, being the date of the last financial statement laid before the Company in general meeting.

4. **REGISTERED OFFICE**

The registered office of the Company is situated at 24 Raffles Place, #22-01/06 Clifford Centre, Singapore 048621.

## APPENDIX 6 – STATEMENT OF FINANCIAL POSITION OF THE OFFEROR

The statement of financial position of the Offeror as at 31 December 2016 has been extracted from the Offeror's audited financial statements for FY2016 and is set out below.

| | 2016<br>$ |
|---|---|
| **Non-current assets** | |
| Available-for-sale financial assets | 196,940,885 |
| Investments in associated companies | 994,515,451 |
| | 1,191,456,336 |
| **Current asset** | |
| Cash at bank | 20,392 |
| **Current liabilities** | |
| Advances from holding company | 433,590,681 |
| Trade and other payables | 11,400 |
| | 433,602,081 |
| **Net current liabilities** | (433,581,689) |
| **Net assets** | 757,874,647 |
| **Equity** | |
| Share capital | 480,000,000 |
| Fair value reserves | 98,500,141 |
| Retained earnings | 179,374,506 |
| **Total equity** | 757,874,647 |

The significant accounting policies of the Offeror have been extracted from the Offeror's audited financial statements for FY2016 and are set out below.

**2. Significant accounting policies**

(a) Basis of preparation

The financial statements have been prepared in accordance with Singapore Financial Reporting Standards ("FRS") under the historical cost convention, except as disclosed in the accounting policies below.

The financial statements are presented in Singapore Dollars, which is also the functional currency of the Company.

The preparation of these financial statements in conformity with FRS requires management to exercise its judgement in the process of applying the Company's accounting policies. It also requires the use of certain key accounting estimates and assumptions. There are no estimates and assumptions made by the Company that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year.

As at 31 December 2016, the net current liabilities of the Company amounted to $433,581,689 (2015: $428,446,295). The financial statements have been prepared on a going concern basis as the holding company has undertaken to provide continuing financial support so that the Company is able to pay its debts as and when they fall due.

***Interpretations and amendments to published standards effective in 2016***

On 1 January 2016, the Company adopted the new or amended FRS and Interpretations to FRS ("INT FRS") that are mandatory for application from that date. Changes to the Company's accounting policies have been made as required, in accordance with the relevant transitional provisions in the respective FRS and INT FRS.

The adoption of these new or amended FRS and INT FRS did not result in any substantial changes to the Company's accounting policies and had no material effect on the amounts reported for the current or prior financial years.

(b) Revenue recognition

Dividend income is recognised when the right to receive payment is established.

**2. Significant accounting policies** (continued)

(c) Income taxes

Current income tax for current and prior periods is recognised at the amount expected to be paid to or recovered from the tax authorities, using the tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date.

Deferred income tax is recognised for all temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements except when the deferred income tax arises from the initial recognition of an asset or liability that affects neither accounting nor taxable profit or loss at the time of the transaction.

A deferred income tax asset is recognised to the extent that it is probable that future taxable profit will be available against which the deductible temporary differences and tax losses can be utilised.

Deferred income tax is measured at the tax rates that are expected to apply when the related deferred income tax asset is realised or the deferred income tax liability is settled, based on tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date.

Deferred income tax is measured based on the tax consequence that would follow from the manner in which the Company expects, at the end of the reporting period, to recover or settle the carrying amounts of its assets and liabilities.

Current and deferred income taxes are recognised as income or expenses in profit or loss, except to the extent that the tax arises from a transaction which is recognised directly in equity.

The Company accounts for investment tax credits (for example, productivity and innovative credit) similar to accounting for other tax credits where deferred tax asset is recognised for unused tax credits to the extent that it is probable that future taxable profit will be available against which the unused tax credit can be utilised.

(d) Investments in associated companies

Investments in subsidiaries and associated companies are carried at cost less accumulated impairment losses in the Company's statement of financial position. On disposal of investments in associated companies, the difference between net disposal proceeds and the carrying amounts of the investments are recognised in profit or loss.

The investments in associated companies are not accounted for using the equity method as the Company is itself a wholly-owned subsidiary of another company incorporated in Singapore. The registered office of the holding company, UOL Group Limited, that publishes the consolidated financial statements available for public use is 101 Thomson Road #33-00, United Square, Singapore 307591.

**2. Significant accounting policies** (continued)

(e) Impairment of non-financial assets

Investments in subsidiaries and associated companies are tested for impairment whenever there is any indication that these assets may be impaired.

For the purpose of impairment testing of the assets, recoverable amount (i.e. the higher of the fair value less cost to sell and the value-in-use) is determined on an individual asset basis unless the asset does not generate cash flows that are largely independent of those from other assets. If this is the case, the recoverable amount is determined for the cash-generating-unit (CGU) to which the asset belongs.

If the recoverable amount of the asset (or CGU) is estimated to be less than its carrying amount, the carrying amount of the asset (or CGU) is reduced to its recoverable amount.

The difference between the carrying amount and recoverable amount is recognised as an impairment loss in profit or loss.

An impairment loss of an asset is reversed only if, there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised. The carrying amount of this asset is increased to its revised recoverable amount, provided that this amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset in prior years.

A reversal of impairment loss for an asset is recognised in profit or loss.

(f) Financial assets

(i) Loans and receivables

Loans and receivables include "cash at bank" in the statement of financial position.

These financial assets are initially recognised at fair value plus transaction cost and subsequently carried at amortised cost using the effective interest method, less accumulated impairment losses. They are presented as current assets, except for those maturing later than 12 months after the end of the reporting period which are presented as non-current assets.

The Company assesses at each balance sheet date whether there is objective evidence that these financial assets are impaired and recognises an allowance for impairment when such evidence exists. Significant financial difficulties of the debtor, probability that the debtor will enter bankruptcy and default or significant delay in payments are objective evidence that these financial assets are impaired.

The carrying amount of these assets is reduced through the use of an impairment allowance account which is calculated as the difference between the carrying amount and the present value of estimated future cash flows, discounted at the original effective interest rate.

**2. Significant accounting policies** (continued)

(f) Financial assets (continued)

(ii) Available-for-sale financial assets

These financial assets are initially recognised at their fair values plus transaction cost and subsequently carried at their fair values. Changes in the fair value are recognised in other comprehensive income and accumulated under the fair value reserve within equity.

These financial assets are recognised on the date which the Company commits to purchase the asset. They are presented as non-current assets unless management intends to dispose of the assets within 12 months after the balance sheet date.

The Company assesses at each balance sheet date whether there is objective evidence that these financial assets are impaired. Significant or prolonged decline in the fair value of the security below its cost is objective evidence that the security is impaired.

If there is evidence of impairment, the cumulative loss that had been recognised in the fair value reserve is transferred to profit or loss. Impairment losses on available-for-sale equity securities are not reversed through profit or loss.

These financial assets are derecognised when the rights to receive cash flows from the financial assets have expired or have been transferred and the Company has transferred substantially all risks and rewards of ownership. On disposal, the difference between the carrying amount and the sale proceeds is recognised in profit or loss. Any amount in the fair value reserve relating to that asset is transferred to profit or loss.

(g) Trade and other payables

Trade and other payables represent liabilities for goods and services provided to the Company prior to the end of financial year which are unpaid. They are classified as current liabilities if payment is due within one year or less (or in the normal operating cycle of the business if longer). Otherwise, they are presented as non-current liabilities.

Trade and other payables are initially recognised at fair value, and subsequently carried at amortised cost using the effective interest method.

**2. Significant accounting policies** (continued)

(h) Borrowings

Borrowings are presented as current liabilities unless the Company has an unconditional right to defer settlement for at least twelve months after the balance sheet date, in which case they are presented as non-current liabilities.

Borrowings are initially recognised at fair value (net of transaction costs) and subsequently carried at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption value is recognised in the income statement over the period of the borrowings using the effective interest method.

(i) Fair value estimation

The fair values of financial assets traded in active markets are based on quoted market bid-prices at the end of the reporting period.

The fair values of current and non-current financial assets and liabilities carried at amortised cost approximate their carrying amounts.

(j) Provisions for other liabilities and charges

Provisions for other liabilities and charges are recognised when the Company has a present legal or constructive obligation as a result of past events, it is more likely than not that an outflow of resources will be required to settle the obligation and the amount has been reliably estimated.

(k) Dividends

Dividends to the Company's shareholders are recognised when the dividends are approved for payment.

# APPENDIX 8 – STATEMENT OF FINANCIAL POSITION OF UOL

**Part 1**

The consolidated statement of financial position of UOL as at 31 December 2016 has been extracted from the audited consolidated financial statements of UOL for FY2016 and is set out below.

| | The Group 2016 $'000 |
|---|---|
| **ASSETS** | |
| **Current assets** | |
| Cash and bank balances | 301,512 |
| Trade and other receivables | 99,597 |
| Development properties | 1,174,220 |
| Inventories | 651 |
| Other assets | 16,993 |
| Current income tax assets | 157 |
| | 1,593,130 |
| **Non-current assets** | |
| Trade and other receivables | 128,780 |
| Derivative financial instrument | 207 |
| Available-for-sale financial assets | 855,051 |
| Investments in associated companies | 3,409,827 |
| Investments in joint venture companies | 77,747 |
| Investment properties | 4,299,597 |
| Property, plant and equipment | 1,165,536 |
| Intangibles | 24,361 |
| Deferred income tax assets | 3,904 |
| | 9,965,010 |
| **Total assets** | 11,558,140 |
| **LIABILITIES** | |
| **Current liabilities** | |
| Trade and other payables | 203,125 |
| Current income tax liabilities | 50,699 |
| Borrowings | 728,675 |
| | 982,499 |
| **Non-current liabilities** | |
| Trade and other payables | 157,013 |
| Borrowings | 1,617,759 |
| Derivative financial instrument | 4,272 |
| Loan from non-controlling shareholder of a subsidiary (unsecured) | 63,009 |
| Provision for retirement benefits | 4,927 |
| Deferred income tax liabilities | 93,297 |
| | 1,940,277 |
| **Total liabilities** | 2,922,776 |
| **NET ASSETS** | 8,635,364 |
| **EQUITY** | |
| **Capital and reserves attributable to equity holders of the Company** | |
| Share capital | 1,269,853 |
| Reserves | 912,147 |
| Retained earnings | 5,945,154 |
| | 8,127,154 |
| **Non-controlling interests** | 508,210 |
| **Total equity** | 8,635,364 |

### Part 2

The consolidated statement of financial position of UOL as at 30 September 2017 has been extracted from the unaudited consolidated financial statements of UOL for 9M2017 and is set out below.

| | The Group<br>30.09.17<br>$'000 |
|---|---|
| **ASSETS** | |
| **Current assets** | |
| Cash and bank balances | 719,172 |
| Trade and other receivables | 440,376 |
| Developed properties held for sale | 239,475 |
| Development properties | 2,908,393 |
| Inventories | 4,525 |
| Other assets | 66,975 |
| Current income tax assets | 216 |
| | 4,379,132 |
| **Non-current assets** | |
| Trade and other receivables | 43,090 |
| Derivative financial instrument | 1,769 |
| Available-for-sale financial assets | 1,003,733 |
| Investments in associated companies | 286,840 |
| Investment properties | 10,915,335 |
| Property, plant and equipment | 2,830,737 |
| Intangibles | 199,433 |
| Deferred income tax assets | 3,460 |
| | 15,284,397 |
| **Total assets** | 19,663,529 |
| **LIABILITIES** | |
| **Current liabilities** | |
| Trade and other payables | 862,437 |
| Current income tax liabilities | 94,945 |
| Bank loans | 1,911,944 |
| Finance lease liabilities | 279 |
| Derivative financial instrument | 626 |
| | 2,870,231 |
| **Non-current liabilities** | |
| Trade and other payables | 218,299 |
| Finance lease liabilities | 3,736 |
| Bank loans | 1,782,053 |
| 2.5% unsecured fixed rate notes due 2020 | 239,300 |
| 2.5% unsecured fixed rate notes due 2018 | 174,921 |
| Derivative financial instrument | 2,033 |
| Loan from non-controlling shareholder of a subsidiary | 63,009 |
| Provision for retirement benefits | 5,342 |
| Deferred income tax liabilities | 380,358 |
| | 2,869,051 |
| **Total liabilities** | 5,739,282 |
| **NET ASSETS** | 13,924,247 |
| **Capital & reserves attributable to equity holders of the Company** | |
| Share capital | 1,545,421 |
| Reserves | 800,117 |
| Retained earnings | 6,860,430 |
| | 9,205,968 |
| **Non-controlling interests** | 4,718,279 |
| **TOTAL EQUITY** | 13,924,247 |

The significant accounting policies of UOL have been extracted from UOL's audited financial statements for FY2016 and are set out below.

**2. SIGNIFICANT ACCOUNTING POLICIES**

**2.1 Basis of preparation**

These financial statements have been prepared in accordance with Singapore Financial Reporting Standards ("FRS") under the historical cost convention, except as disclosed in the accounting policies below.

The preparation of financial statements in conformity with FRS requires management to exercise its judgement in the process of applying the Group's accounting policies. It also requires the use of certain key accounting estimates and assumptions. The areas involving a higher degree of judgement or complexity, or areas where assumptions and estimates are significant to the financial statements, are disclosed in Note 3.

***Interpretations and amendments to published standards effective in 2016***

On 1 January 2016, the Group adopted the new or amended FRS and Interpretations of FRS ("INT FRS") that are mandatory for application for the financial year. Changes to the Group's accounting policies have been made as required, in accordance with the transitional provisions in the respective FRS and INT FRS.

The adoption of these new or amended FRS and INT FRS did not result in substantial changes to the accounting policies of the Group and the Company and had no material effect on the amounts reported for the current or prior financial years.

**2.2 Revenue recognition**

Revenue for the Group comprises the fair value of the consideration received or receivable for the sale of properties and goods and the rendering of services in the ordinary course of the Group's activities. Revenue is presented, net of goods and services tax, rebates and discounts, and after eliminating sales within the Group.

The Group assesses its role as an agent or principal for each transaction and in an agency arrangement the amounts collected on behalf of the principal are excluded from revenue. The Group recognises revenue when the amount of revenue and related cost can be reliably measured, it is probable that the collectability of the related receivables is reasonably assured and when the specific criteria for each of the Group's activities are met as follows:

*(a) Revenue from property development – sale of development properties*

For sales of development properties of the Group that are within the scope as described in paragraph 2 of the Accompanying Note to INT FRS 115 – Agreements for the Construction of Real Estate, the Group recognises revenue for sales of such development properties by reference to the stage of completion of the properties. The stage of completion is measured by reference to the physical surveys of construction work completed. No revenue is recognised for unsold units.

For sales of overseas development properties, the Group recognises revenue upon the transfer of significant risks and rewards of ownership on a completed contract basis.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.2 Revenue recognition** (continued)

*(b) Revenue from hotel ownership and operations*

Revenue from the ownership and operation of hotels is recognised at the point at which the accommodation and related services are provided.

*(c) Revenue from hotel and other management services*

Revenue from hotel and other management services includes property and project management fees, hotel management fees, franchise fees and other related fees.

(i) Property and project management fees

Property and project management fees are recognised when services are rendered under the terms of the contract.

(ii) Hotel management fees

Management fees earned from hotels managed by the Group, usually under long-term contracts with the hotel owner, are recognised when services are rendered under the terms of the contract. The fees include a base fee, which is generally a percentage of hotel revenue, and/or an incentive fee, which is generally based on the hotel's profitability.

(iii) Franchise fees

Franchise fees received in connection with licensing of the Group's brand names, usually under long-term contracts with the hotel owner, are recognised when services are rendered under the terms of the agreement. The Group generally charges franchise fees as a percentage of hotel revenue.

(iv) Other related fees

Other related fees earned from hotels managed by the Group are recognised when services are rendered under the terms of the contract.

*(d) Interest income*

Interest income, including income arising from financial instruments, is recognised using the effective interest method.

*(e) Dividend income*

Dividend income is recognised when the right to receive payment is established.

*(f) Revenue from property investments – rental income*

Rental income from operating leases (net of any incentives given to the lessees) is recognised on a straight-line basis over the lease term.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.3 Group accounting**

*(a) Subsidiaries*

(i) Consolidation

Subsidiaries are all entities (including structured entities) over which the Group has control. The Group controls an entity when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date on which control ceases.

In preparing the consolidated financial statements, transactions, balances and unrealised gains on transactions between group entities are eliminated. Unrealised losses are also eliminated unless the transaction provides evidence of an impairment indicator of the transferred asset. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Group.

Non-controlling interests comprise the portion of a subsidiary's net results of operations and its net assets, which is attributable to the interests that are not owned directly or indirectly by the equity holders of the Company. They are shown separately in the consolidated income statement, consolidated statement of comprehensive income, consolidated statement of changes in equity and statement of financial position for the Group and the Company. Total comprehensive income is attributed to the non-controlling interests based on their respective interests in a subsidiary, even if this results in the non-controlling interests having a deficit balance.

(ii) Acquisitions

The acquisition method of accounting is used to account for business combinations entered into by the Group.

The consideration transferred for the acquisition of a subsidiary or business comprises the fair value of the assets transferred, the liabilities incurred and the equity interests issued by the Group. The consideration transferred also includes any contingent consideration arrangement and any pre-existing equity interest in the subsidiary measured at their fair values at the acquisition date.

Acquisition-related costs are expensed as incurred.

Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are, with limited exceptions, measured initially at their fair values at the acquisition date.

On an acquisition-by-acquisition basis, the Group recognises any non-controlling interest in the acquiree at the date of acquisition either at fair value or at the non-controlling interest's proportionate share of the acquiree's identifiable net assets.

The excess of (a) the consideration transferred, the amount of any non-controlling interest in the acquiree and the acquisition-date fair value of any previous equity interest in the acquiree over (b) the fair value of the identifiable net assets acquired is recorded as goodwill. If those amounts are less than the fair value of the identifiable net assets of the subsidiary acquired and the measurement of all amounts has been reviewed, the difference is recognised directly in profit or loss as a gain from purchase. Please refer to the paragraph "Intangibles – Goodwill on acquisition" for the subsequent accounting policy on goodwill.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.3 Group accounting** (continued)

*(a) Subsidiaries* (continued)

(iii) Disposals

When a change in the Group's ownership interest in a subsidiary results in a loss of control over the subsidiary, the assets and liabilities of the subsidiary including any goodwill are derecognised. Amounts previously recognised in other comprehensive income in respect of that entity are also reclassified to the income statement or transferred directly to retained earnings if required by a specific Standard.

Any retained equity interest in the entity is remeasured at fair value. The difference between the carrying amount of the retained interest at the date when control is lost and its fair value is recognised in the income statement.

Please refer to the paragraph "Investments in subsidiaries, associated companies and joint venture companies" for the accounting policy on investments in subsidiaries in the separate financial statements of the Company.

*(b) Transactions with non-controlling interests*

Changes in the Group's ownership interest in a subsidiary that do not result in a loss of control over the subsidiary are accounted for as transactions with equity owners of the Company. Any difference between the change in the carrying amounts of the non-controlling interest and the fair value of the consideration paid or received is recognised within equity attributable to the equity holders of the Company.

*(c) Associated companies and joint venture companies*

Associated companies are entities over which the Group has significant influence, but not control, generally accompanied by a shareholding giving rise to voting rights of 20% and above but not exceeding 50%.

Joint venture companies are entities over which the Group has joint control as a result of contractual arrangements, and rights to the net assets of the entities.

Investments in associated companies and joint venture companies are accounted for in the consolidated financial statements using the equity method of accounting less impairment losses, if any.

(i) Acquisitions

Investments in associated companies and joint venture companies are initially recognised at cost. The cost of an acquisition is measured at the fair value of the assets given, equity instruments issued or liabilities incurred or assumed at the date of exchange, plus costs directly attributable to the acquisition. Goodwill on associated companies or joint venture companies represents the excess of the cost of acquisition of the associated company or joint venture company over the Group's share of the fair value of the identifiable net assets of the associated company or joint venture company and is included in the carrying amount of the investments.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.3 <u>Group accounting</u>** (continued)

*(c) Associated companies and joint venture companies* (continued)

(ii) Equity method of accounting

In applying the equity method of accounting, the Group's share of its associated companies' and joint venture companies' post-acquisition profits or losses is recognised in the income statement and its share of post-acquisition other comprehensive income is recognised in other comprehensive income. These post-acquisition movements and distributions received from the associated companies and joint venture companies are adjusted against the carrying amount of the investments. When the Group's share of losses in an associated company or joint venture company equals to or exceeds its interest in the associated company or joint venture company, the Group does not recognise further losses, unless it has legal or constructive obligations to make or has made payments on behalf of the associated company or joint venture company. If the associated company or joint venture company subsequently reports profits, the Group resumes recognising its share of those profits only after its share of the profits equals the share of losses not recognised.

Unrealised gains on transactions between the Group and its associated companies and joint venture companies are eliminated to the extent of the Group's interest in the associated companies and joint venture companies. Unrealised losses are also eliminated unless the transactions provide evidence of impairment of the assets transferred. The accounting policies of associated companies and joint venture companies are changed where necessary to ensure consistency with the accounting policies adopted by the Group.

(iii) Disposals

Investments in associated companies or joint venture companies are derecognised when the Group loses significant influence or joint control. If the retained equity interest in the former associated company or joint venture company is a financial asset, the retained equity interest is measured at fair value. The difference between the carrying amount of the retained interest at the date when significant influence or joint control is lost, and its fair value and any proceeds on partial disposal, is recognised in the income statement.

Please refer to the paragraph "Investments in subsidiaries, associated companies and joint venture companies" for the accounting policy on investments in associated companies and joint venture companies in the separate financial statements of the Company.

**2.4 <u>Property, plant and equipment</u>**

*(a) Measurement*

(i) Land and buildings

Land and buildings are initially recognised at cost. Certain leasehold land and buildings comprising hotel properties were subsequently revalued in 1985, in accordance with a valuation carried out by an independent professional firm of valuers on their existing use basis. However, a decision was then made that future valuations of hotel properties would not be recognised in the financial statements.

Freehold land is subsequently carried at cost less accumulated impairment losses. Leasehold land and buildings are subsequently carried at cost or valuation less accumulated depreciation and accumulated impairment losses.

(ii) Properties under development

Hotel property under development is carried at cost less accumulated impairment losses until construction is completed at which time depreciation will commence over its estimated useful life.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.4 Property, plant and equipment** (continued)

*(a) Measurement*

(iii) Other property, plant and equipment

Plant, equipment, furniture and fittings and motor vehicles are initially recognised at cost and subsequently carried at cost less accumulated depreciation and accumulated impairment losses.

(iv) Component of costs

The cost of an item of property, plant and equipment initially recognised includes its purchase price and any cost that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management, including borrowing costs incurred for the properties under development. The projected cost of dismantlement, removal or restoration is also recognised as part of the cost of property, plant and equipment if the obligation for the dismantlement, removal or restoration is incurred as a consequence of either acquiring the asset or using the asset for purpose other than to produce inventories.

*(b) Depreciation*

Freehold land, properties under development and renovation in progress are not depreciated. Leasehold land is amortised evenly over the term of the lease. Please refer to Note 21(d) for the lease period of each property.

Depreciation on other items of property, plant and equipment is calculated using the straight-line method to allocate their depreciable amounts over their estimated useful lives as follows:

| | Useful lives |
|---|---|
| Buildings | 50 years or period of the lease, whichever is shorter |
| Plant, equipment, furniture and fittings | 3 to 20 years |
| Motor vehicles | 5 to 7 years |

The residual values, estimated useful lives and depreciation method of property, plant and equipment are reviewed, and adjusted as appropriate, at the end of each reporting period. The effects of any revision are recognised in the income statement when the changes arise.

*(c) Subsequent expenditure*

Subsequent expenditure relating to property, plant and equipment that has already been recognised is added to the carrying amount of the asset only when it is probable that future economic benefits associated with the item will flow to the Group and the cost of the item can be measured reliably. All other repair and maintenance expenses are recognised in the income statement when incurred.

*(d) Disposals*

On disposal of an item of property, plant and equipment, the difference between the disposal proceeds and its carrying amount is recognised in the income statement. Any amount in revaluation reserve relating to that item is transferred to retained earnings directly.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.5 Development properties**

Development properties refer to properties developed for sale. Development properties that are unsold are carried at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less cost to complete the development and selling expenses.

Sales of development properties under construction in respect of sale and purchase agreements entered into prior to completion of construction are recognised when the properties are delivered to the buyers, except for in cases where the control and risk and rewards of the property are transferred to the buyers as construction progresses.

For sales of development properties of the Group that are within the scope as described in paragraph 2 of the Accompanying Note to INT FRS 115 – *Agreements for the Construction of Real Estate*, the Group recognises revenue for sales of such development properties by reference to the stage of completion of the properties.

The stage of completion is measured by reference to the physical surveys of construction work completed. When it is probable that the total development costs will exceed the total revenue, the expected loss is recognised as expense immediately.

The aggregated costs incurred and the profit/loss recognised in each development property that has been sold are compared against progress billings up to the financial year-end. Where the costs incurred and recognised profits (less recognised losses) exceed progress billings, the balance is shown as properties for sale under development under “current assets”. Where progress billings exceed costs incurred plus recognised profits (less recognised losses), the balance is shown as due to customers on development projects, under “trade and other payables”.

Refer to Note 2.2(a) for revenue recognition of properties for sale under development.

**2.6 Intangibles**

*(a) Goodwill on acquisitions*

Goodwill on acquisitions of subsidiaries and businesses on or after 1 January 2010 represents the excess of (i) the sum of the consideration transferred, the amount of any non-controlling interest in the acquiree and the acquisition-date fair value of any previous equity interest in the acquiree over (ii) the fair value of the identifiable net assets acquired.

Goodwill on acquisitions of subsidiaries and businesses prior to 1 January 2010 and on acquisition of associated companies and joint venture companies represents the excess of the cost of the acquisition over the fair value of the Group’s share of the identifiable net assets acquired.

If those amounts are less than the fair value of the identifiable net assets of the subsidiary acquired and the measurement of all amounts has been reviewed, the difference (“negative goodwill”) is recognised directly in the income statement as a gain from purchase.

Goodwill on subsidiaries is recognised separately as intangible assets and carried at cost less accumulated impairment losses. Goodwill on associated companies and joint venture companies is included in the carrying amount of the investments.

Gains and losses on the disposal of subsidiaries, associated companies and joint venture companies include the carrying amount of goodwill relating to the entity sold.

*(b) Acquired trademarks*

Trademarks acquired are initially recognised at cost and are subsequently carried at cost less accumulated amortisation and accumulated impairment losses. These costs are amortised to the income statement using the straight-line method over their estimated useful lives of 10 to 20 years.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.6 Intangibles** (continued)

*(c) Acquired computer software costs*

Acquired computer software costs are initially capitalised at cost which includes the purchase prices (net of any discounts and rebates) and other directly attributable costs of preparing the asset for its intended use. Direct expenditures including employee costs, which enhance or extend the performance of computer software beyond its specifications and which can be reliably measured, are added to the original cost of the software. Costs associated with maintaining the computer software are recognised as an expense when incurred.

Computer software under development is not amortised. Other computer software costs are subsequently carried at cost less accumulated amortisation and accumulated impairment losses. These costs are amortised to the income statement using the straight-line method over their estimated useful life of 3 to 5 years.

*(d) Contract acquisition costs*

Directly attributable costs incurred in the securing of management contracts or franchise agreements are capitalised as intangibles. These costs do not represent a physical asset which the Group has legal title to. They represent costs incurred to obtain a legal contractual right.

The directly attributable costs are amortised to the income statement using the straight-line method over the number of years of the management contract or franchise agreement they relate to, which is generally within 5 to 10 years. They are also reviewed for impairment when events or changes in circumstances indicate that the carrying value may not be recoverable.

The amortisation period and amortisation method of intangible assets other than goodwill are reviewed at least at the end of each financial year. The effects of any revision are recognised in the income statement when the changes arise.

**2.7 Borrowing costs**

Borrowing costs are recognised in the income statement using the effective interest method except for those costs that are directly attributable to the construction or development of properties. This includes those costs on borrowings acquired specifically for the construction or development of properties, as well as those in relation to general borrowings used to finance the construction or development of properties.

The actual borrowing costs incurred during the period up to the issuance of the temporary occupation permit less any investment income on temporary investment of these borrowings, are capitalised in the cost of the property under construction. Borrowing costs on general borrowings are capitalised by applying a capitalisation rate to construction or development expenditures that are financed by general borrowings.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.8 Investment properties**

Investment properties include those land and buildings or portions of buildings that are held for long-term rental yields and/or for capital appreciation and land under operating leases that are held for long-term capital appreciation or for a currently indeterminate use. Investment properties include properties that are being constructed or developed for future use as investment properties.

Investment properties are initially recognised at cost and subsequently carried at fair value, determined annually by independent professional valuers on the highest-and-best-use basis. Changes in fair values are recognised in the income statement.

Investment properties are subject to renovations or improvements at regular intervals. The cost of major renovations and improvements is capitalised and the carrying amounts of the replaced components are recognised in the income statement. The cost of maintenance, repairs and minor improvements is recognised in the income statement when incurred.

On disposal of an investment property, the difference between the disposal proceeds and the carrying amount is recognised in the income statement.

**2.9 Investments in subsidiaries, associated companies and joint venture companies**

Investments in subsidiaries, associated companies and joint venture companies are carried at cost less accumulated impairment losses in the Company's statement of financial position. On disposal of such investments, the difference between disposal proceeds and the carrying amounts of the investments are recognised in the income statement.

**2.10 Impairment of non-financial assets**

*(a) Goodwill*

Goodwill recognised separately as an intangible asset is tested for impairment annually and whenever there is indication that the goodwill may be impaired.

For the purpose of impairment testing of goodwill, goodwill is allocated to each of the Group's cash-generating-units ("CGU") expected to benefit from synergies arising from the business combination.

An impairment loss is recognised when the carrying amount of a CGU, including the goodwill, exceeds the recoverable amount of the CGU. The recoverable amount of a CGU is the higher of the CGU's fair value less cost to sell and value-in-use.

The total impairment loss of a CGU is allocated first to reduce the carrying amount of goodwill allocated to the CGU and then to the other assets of the CGU pro-rata on the basis of the carrying amount of each asset in the CGU.

An impairment loss on goodwill is recognised in the income statement and is not reversed in a subsequent period.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.10 Impairment of non-financial assets** (continued)

*(b) Intangibles*
*Property, plant and equipment*
*Investments in subsidiaries, associated companies and joint venture companies*

Intangibles, property, plant and equipment and investments in subsidiaries, associated companies and joint venture companies are tested for impairment whenever there is any objective evidence or indication that these assets may be impaired.

For the purpose of impairment testing, the recoverable amount (i.e. the higher of the fair value less cost to sell and the value-in-use) is determined on an individual asset basis unless the asset does not generate cash flows that are largely independent of those from other assets. If this is the case, the recoverable amount is determined for the CGU to which the asset belongs.

If the recoverable amount of the asset (or CGU) is estimated to be less than its carrying amount, the carrying amount of the asset (or CGU) is reduced to its recoverable amount. The difference between the carrying amount and recoverable amount is recognised as an impairment loss in the income statement.

An impairment loss for an asset other than goodwill is reversed only if there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised. The carrying amount of this asset is increased to its revised recoverable amount, provided that this amount does not exceed the carrying amount that would have been determined (net of any accumulated amortisation or depreciation) had no impairment loss been recognised for the asset in prior years.

A reversal of impairment loss for an asset other than goodwill is recognised in the income statement.

**2.11 Financial assets**

*(a) Classification*

The Group classifies its financial assets in the following categories: loans and receivables and available-for-sale. The classification depends on the nature of the asset and the purpose for which the assets were acquired. Management determines the classification of its financial assets at initial recognition.

(i) Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are presented as current assets, except for those expected to be realised later than twelve months after the end of the reporting period which are presented as non-current assets. Loans and receivables are presented as "trade and other receivables", "cash and bank balances" and deposits within "other assets" on the statement of financial position.

(ii) Available-for-sale financial assets

Available-for-sale financial assets are non-derivatives that are either designated in this category or not classified in any of the other categories. They are presented as non-current assets unless management intends to dispose of the assets within twelve months after the end of the reporting period.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.11 Financial assets** (continued)

*(b) Recognition and derecognition*

Purchases and sales of financial assets are recognised on trade-date – the date on which the Group commits to purchase or sell the asset.

Financial assets are derecognised when the rights to receive cash flows from the financial assets have expired or have been transferred and the Group has transferred substantially all risks and rewards of ownership. On disposal of a financial asset, the difference between the carrying amount and the sale proceeds is recognised in the income statement. Any amount in the fair value reserve relating to that asset is transferred to the income statement.

*(c) Measurement*

Financial assets are initially recognised at fair value plus transaction costs. Available-for-sale financial assets are subsequently carried at fair value. Loans and receivables are subsequently carried at amortised cost using the effective interest method.

Dividend income on available-for-sale financial assets are recognised separately in the income statement. Changes in the fair values of available-for-sale equity securities (i.e. non-monetary items) are recognised in other comprehensive income and accumulated in the fair value reserve.

*(d) Impairment*

The Group assesses at the end of each reporting period whether there is objective evidence that a financial asset or a group of financial assets is impaired and recognises an allowance for impairment when such evidence exists.

(i) Loans and receivables

Significant financial difficulties of the debtor, probability that the debtor will enter bankruptcy, and default or significant delay in payments are objective evidence that these financial assets are impaired.

The carrying amount of these assets is reduced through the use of an impairment allowance account which is calculated as the difference between the carrying amount and the present value of estimated future cash flows, discounted at the original effective interest rate. When the asset becomes uncollectible, it is written off against the allowance account. Subsequent recoveries of amounts previously written off are recognised against the same line item in the income statement.

The impairment allowance is reduced through the income statement in a subsequent period when the amount of impairment loss decreases and the related decrease can be objectively measured. The carrying amount of the asset previously impaired is increased to the extent that the new carrying amount does not exceed the amortised cost had no impairment been recognised in prior periods.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.11 Financial assets** (continued)

*(d) Impairment* (continued)

(ii) Available-for-sale financial assets

In addition to the objective evidence of impairment described in Note 2.11(d)(i), a significant or prolonged decline in the fair value of an equity security below its cost is considered as an indicator that the available-for-sale financial asset is impaired.

If any evidence of impairment exists, the cumulative loss that was previously recognised in the fair value reserve is reclassified to the income statement. The cumulative loss is measured as the difference between the acquisition cost (net of any principal repayments and amortisation) and the current fair value, less any impairment loss previously recognised as an expense. The impairment losses recognised as an expense on equity securities are not reversed through the income statement.

*(e) Offsetting financial instruments*

Financial assets and liabilities are offset and the net amount reported in the statement of financial position when there is a legally enforceable right to offset and there is an intention to settle on a net basis or realise the asset and settle the liability simultaneously.

**2.12 Financial guarantees**

The Company has issued corporate guarantees to banks for bank borrowings of its subsidiaries. These guarantees are financial guarantees as they require the Company to reimburse the banks if the subsidiaries fail to make principal or interest payments when due in accordance with the terms of their borrowings.

Financial guarantees are initially recognised at their fair values plus transaction costs, in the Company's statement of financial position except when the fair value is determined to be insignificant.

Financial guarantees are subsequently amortised to the income statement over the period of the subsidiaries' borrowings, unless it is probable that the Company will reimburse the banks for an amount higher than the unamortised amount. In this case, the financial guarantees shall be carried at the expected amount payable to the banks in the Company's statement of financial position.

Intra-group transactions are eliminated on consolidation.

**2.13 Borrowings**

Borrowings are presented as current liabilities unless the Group has an unconditional right to defer settlement for at least twelve months after the end of the reporting period, in which case they are presented as non-current liabilities.

Borrowings are initially recognised at fair value (net of transaction costs) and subsequently carried at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption value is recognised in the income statement over the period of the borrowings using the effective interest method.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.14 Trade and other payables**

Trade and other payables represent liabilities for goods and services provided to the Group prior to the end of financial year which are unpaid. They are classified as current liabilities if payment is due within one year or less (or in the normal operating cycle of the business if longer). Otherwise, they are presented as non-current liabilities.

Trade and other payables are initially recognised at fair value, and subsequently carried at amortised cost using the effective interest method.

**2.15 Derivative financial instruments and hedging activities**

A derivative financial instrument is initially recognised at its fair value on the date the contract is entered into and is subsequently carried at its fair value. The method of recognising the resulting gain or loss depends on whether the derivative is designated as a hedging instrument, and if so, the nature of the item being hedged.

Fair value changes on derivatives that are not designated or do not qualify for hedge accounting are recognised in the income statement when the changes arise.

The Group documents at the inception of the transaction the relationship between the hedging instruments and hedged items, as well as its risk management objective and strategies for undertaking various hedge transactions. The Group also documents its assessment, both at hedge inception and on an ongoing basis, of whether the derivatives designated as hedging instruments are highly effective in offsetting changes in fair value or cash flows of the hedged items.

The carrying amount of a derivative designated as a hedge is presented as a non-current asset or liability if the remaining expected life of the hedged item is more than 12 months, and as a current asset or liability if the remaining expected life of the hedged item is less than 12 months. The fair value of a trading derivative is presented as a current asset or liability.

The Group has derivative financial instruments which are designated as cash flow hedges and derivative financial instruments which do not qualify for hedge accounting.

*Cash flow hedge – Interest rate swaps*

The Group has entered into interest rate swaps that are cash flow hedges for the Group's exposure to interest rate risk on its borrowings. These contracts entitle the Group to receive interest at floating rates on notional principal amounts and oblige the Group to pay interest at fixed rates on the same notional principal amounts, thus allowing the Group to raise borrowings at floating rates and swap them into fixed rates.

The fair value changes on the effective portion of interest rate swaps designated as cash flow hedges are recognised in other comprehensive income, accumulated in the fair value reserve and reclassified to the income statement when the hedged interest expense on the borrowings is recognised in the income statement. The fair value changes on the ineffective portion of interest rate swaps are recognised immediately in the income statement.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.16 <u>Fair value estimation of financial assets and liabilities</u>**

The fair values of financial instruments traded in active markets (such as exchange-traded and over-the-counter securities and derivatives) are based on quoted market prices at the end of the reporting period. The quoted market prices used for financial assets are the current bid prices; the appropriate quoted market prices used for financial liabilities are the current asking prices.

The fair values of financial instruments that are not traded in an active market are determined by using valuation techniques. The Group uses a variety of methods and makes assumptions based on market conditions that are existing at the end of each reporting period. Where appropriate, quoted market prices or dealer quotes for similar instruments are used. Valuation techniques, such as discounted cash flow analysis, are also used to determine the fair values of the financial instruments.

The fair values of interest rate swaps are calculated as the present value of the estimated future cash flows discounted at actively quoted interest rates.

The fair values of current financial assets and liabilities carried at amortised cost approximate their carrying amounts.

**2.17 <u>Leases</u>**

*(a) When the Group is the lessee:*

The Group leases certain property, plant and equipment under finance leases and operating leases from non-related parties.

(i) Lessee – Finance leases

Leases where the Group assumes substantially all risks and rewards incidental to ownership of the leased assets are classified as finance leases.

The leased assets and the corresponding lease liabilities (net of finance charges) under finance leases are recognised on the statement of financial position as property, plant and equipment and borrowings respectively, at the inception of the leases based on the lower of the fair value of the leased assets and the present value of the minimum lease payments.

Each lease payment is apportioned between the finance expense and the reduction of the outstanding lease liability. The finance expense is recognised in the income statement on a basis that reflects a constant periodic rate of interest on the finance lease liability.

(ii) Lessee – Operating leases

Leases where substantially all risks and rewards incidental to ownership are retained by the lessors are classified as operating leases. Payments made under operating leases (net of any incentives received from the lessors) are recognised in the income statement on a straight-line basis over the period of the lease.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.17 Leases** (continued)

*(b) When the Group is the lessor:*

The Group leases certain investment properties under operating leases to non-related parties.

*Lessor – Operating leases*

Leases of investment properties where the Group retains substantially all risks and rewards incidental to ownership are classified as operating leases. Rental income from operating leases (net of any incentives given to the lessees) is recognised in the income statement on a straight-line basis over the lease term.

Initial direct costs incurred by the Group in negotiating and arranging operating leases are added to the carrying amount of the leased assets and recognised as an expense in the income statement over the lease term on the same basis as the lease income.

Contingent rents are recognised as income in the income statement when earned.

**2.18 Inventories**

Inventories are carried at the lower of cost and net realisable value. Cost is determined using the first-in, first-out method and includes all costs in bringing the inventories to their present location and condition. Net realisable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and applicable variable selling expenses.

**2.19 Income taxes**

Current income tax for current and prior periods is recognised at the amount expected to be paid to or recovered from the tax authorities, using the tax rates and tax laws that have been enacted or substantially enacted by the end of the reporting period.

Deferred income tax is recognised for all temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements except when the deferred income tax arises from the initial recognition of goodwill or an asset or liability in a transaction that is not a business combination and affects neither accounting nor taxable profit or loss at the time of the transaction.

A deferred income tax liability is recognised on temporary differences arising on investments in subsidiaries, associated companies and joint venture companies, except where the Group is able to control the timing of the reversal of the temporary difference and it is probable that the temporary difference will not reverse in the foreseeable future.

A deferred income tax asset is recognised to the extent that it is probable that future taxable profit will be available against which the deductible temporary differences and tax losses can be utilised.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.19 Income taxes** (continued)

Deferred income tax is measured:

(i) at the tax rates that are expected to apply when the related deferred income tax asset is realised or the deferred income tax liability is settled, based on tax rates and tax laws that have been enacted or substantively enacted by the end of the reporting period; and

(ii) based on the tax consequence that will follow from the manner in which the Group expects, at the end of the reporting period, to recover or settle the carrying amounts of its assets and liabilities except for investment properties. Investment property measured at fair value is presumed to be recovered entirely through sale.

Current and deferred income taxes are recognised as income or expense in the income statement, except to the extent that the tax arises from a business combination or a transaction which is recognised directly in equity. Deferred tax arising from a business combination is adjusted against goodwill on acquisition.

The Group accounts for investment tax credits (for example, productivity and innovation credit) similar to accounting for deductible temporary differences and tax losses where deferred tax asset is recognised to the extent that it is probable that future taxable profit will be available against which the unused tax credit can be utilised.

**2.20 Provisions**

Provisions for legal claims, asset dismantlement, removal or restoration are recognised when the Group has a present legal or constructive obligation as a result of past events, it is more likely than not that an outflow of resources will be required to settle the obligation and the amount has been reliably estimated.

The Group recognises the estimated costs of dismantlement, removal or restoration of items of property, plant and equipment arising from the acquisition or use of assets. This provision is estimated based on the best estimate of the expenditure required to settle the obligation, taking into consideration time value.

Other provisions are measured at the present value of the expenditure expected to be required to settle the obligation using a pre-tax discount rate that reflects the current market assessment of the time value of money and the risks specific to the obligation. The increase in the provision due to the passage of time is recognised in the income statement as finance expense.

Changes in the estimated timing or amount of the expenditure or discount rate are recognised in the income statement when the changes arise, except for changes in the estimated timing or amount of the expenditure or discount rate for asset dismantlement, removal and restoration costs, which are adjusted against the cost of the related property, plant and equipment unless the decrease in the liability exceeds the carrying amount of the asset or the asset has reached the end of its useful life. In such cases, the excess of the decrease over the carrying amount of the asset or the changes in the liability is recognised in the income statement immediately.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.21 Employee compensation**

(a) *Post-employment benefits*

The Group has various post-employment benefit schemes in accordance with local conditions and practices in the country in which it operates. These benefit plans are either defined contribution or defined benefit plans.

Defined contribution plans
Defined contribution plans are post-employment benefit plans under which the Group pays fixed contributions into separate entities such as the Central Provident Fund on a mandatory, contractual or voluntary basis. The Group has no further payment obligations once the contributions have been paid. The Group's contributions are recognised as employee compensation expense when they are due.

Defined benefit plans
Defined benefit plans are post-employment benefit plans other than defined contribution plans. Defined benefit plans typically define the amount of benefit that an employee will receive on or after retirement, usually dependent on one or more factors such as age, years of service and compensation.

A subsidiary in Malaysia operates an unfunded defined benefit scheme under the Collective Union Agreement for unionised employees and certain management staff. Benefits payable on retirement are calculated by reference to the length of service and earnings over the employees' period of employment; that benefit is discounted to determine the present value. The discount rate is the market yield at the end of reporting period on high quality corporate bonds or government bonds. Provision for employee retirement benefits is made in the financial statements so as to provide for the accrued liability at year end. An actuarial valuation, based on the projected credit unit method, of the fund is conducted by a qualified independent actuary once in every three years as the directors are of the opinion that yearly movements in provision for the defined benefit plan is not likely to be significant.

When the benefits of a plan are improved, the portion of the increased benefit relating to past service by employees is recognised as an expense in the income statement on a straight-line basis over the average period until the benefits become vested. To the extent that the benefits vest immediately, the expense is recognised immediately in the income statement.

Actuarial gains and losses arising from experience adjustments and changes in actuarial assumptions are charged or credited to equity in other comprehensive income in the period when they arise.

Where the calculation results in a benefit to the Group, the recognised asset is limited to the net total of any unrecognised actuarial losses and past service costs and the present value of any future refunds from the plan or reductions in future contributions to the plan.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.21 Employee compensation** (continued)

*(b) Share-based compensation*

The Group operates an equity-settled, share-based compensation plan under the 2012 Share Option Scheme. The value of the employee services received in exchange for the grant of options is recognised as an expense with a corresponding increase in the share option reserve over the vesting period. The total amount to be recognised over the vesting period is determined by reference to the fair value of the options granted on the date of the grant. Non-market vesting conditions are included in the estimation of the number of shares under options that are expected to become exercisable on the vesting date. At the end of each reporting period, the Group revises its estimates of the number of shares under options that are expected to become exercisable on the vesting date and recognises the impact of the revision of the estimates in the income statement, with a corresponding adjustment to the share option reserve over the remaining vesting period.

**2.22 Currency translation**

*(a) Functional and presentation currency*

Items included in the financial statements of each entity in the Group are measured using the currency of the primary economic environment in which the entity operates ("functional currency"). The financial statements are presented in Singapore Dollars, which is the functional currency of the Company.

*(b) Transactions and balances*

Transactions in a currency other than the functional currency ("foreign currency") are translated into the functional currency using the exchange rates at the dates of the transactions. Currency exchange differences resulting from the settlement of such transactions and from the translation of monetary assets and liabilities denominated in foreign currencies at the closing rates at the end of the reporting period are recognised in the income statement. However, in the consolidated financial statements, currency translation differences arising from borrowings in foreign currencies and other currency instruments designated and qualifying as net investment hedges and net investment in foreign operations, are recognised in other comprehensive income and accumulated in the currency translation reserve.

When a foreign operation is disposed of or any borrowings forming part of the net investment of the foreign operation are repaid, a proportionate share of the accumulated currency translation differences is reclassified to income statement, as part of the gain or loss on disposal.

Foreign exchange gains and losses that relate to borrowings are presented net in the income statement within "finance income" or "finance expenses". All other foreign exchange gains and losses impacting profit or loss are presented in the income statement within "miscellaneous income".

Non-monetary items measured at fair values in foreign currencies are translated using the exchange rates at the date when the fair values are determined.

**2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

**2.22 <u>Currency translation</u>** (continued)

(c) *Translation of Group entities' financial statements*

The results and financial position of all the Group entities (none of which has the currency of a hyperinflationary economy) that have a functional currency different from the presentation currency are translated into the presentation currency as follows:

(i) assets and liabilities are translated at the closing exchange rates at the reporting date;

(ii) income and expenses are translated at average exchange rates (unless the average is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in which case income and expenses are translated using the exchange rates at the dates of the transactions); and

(iii) all resulting currency translation differences are recognised in other comprehensive income and accumulated in the currency translation reserve. These currency translation differences are reclassified to the income statement on disposal or partial disposal of the entity giving rise to such reserve.

Goodwill and fair value adjustments arising on the acquisition of foreign operations are treated as assets and liabilities of the foreign operations and translated at the closing rates at the reporting date.

**2.23 <u>Segment reporting</u>**

Operating segments are reported in a manner consistent with the internal reporting provided to the Executive Committee whose members are responsible for allocating resources and assessing performance of the operating segments.

**2.24 <u>Cash and cash equivalents</u>**

For the purpose of presentation in the consolidated statement of cash flows, cash and cash equivalents include cash and bank balances, highly liquid short-term deposits with financial institutions which are subject to an insignificant risk of change in value, bank overdrafts and exclude bank deposits pledged as security. Bank overdrafts are presented as current borrowings on the statement of financial position.

**2.25 <u>Share capital</u>**

Ordinary shares are classified as equity. Incremental costs directly attributable to the issuance of new ordinary shares are deducted against the share capital account.

When the Company purchases its own ordinary shares and cancels them upon purchase, the consideration paid including any directly attributable incremental cost is deducted against the share capital account if the shares are purchased out of capital of the Company, or against the retained profits of the Company if the shares are purchased out of earnings of the Company.

**2.26 <u>Dividends</u>**

Dividends to the Company's shareholders are recognised when the dividends are approved for payment.

As at the Latest Practicable Date, based on the latest information available to the Offeror, the interests in SingLand Shares owned, controlled or agreed to be acquired by the Offeror Concert Party Group are set out below:

| | No. of SingLand Shares | | | | | |
|---|---|---|---|---|---|---|
| | Direct Interest | | Deemed Interest | | Total Interest | |
| Name | No. of SingLand Shares | %(1) | No. of SingLand Shares | %(1) | No. of SingLand Shares | %(1) |
| Offeror | – | – | 411,169,736(2) | 99.683 | 411,169,736 | 99.683 |
| UOL | – | – | 411,169,736(2)(3) | 99.683 | 411,169,736 | 99.683 |

**Notes:**

(1) Calculated based on 412,477,559 SingLand Shares (excluding treasury shares) as at the Latest Practicable Date and rounded to the nearest three decimal places.

(2) The Offeror is deemed to have an interest in the SingLand Shares pursuant to Section 4 of the SFA through: (i) 325,374,040 SingLand Shares held through UIC's wholly-owned subsidiary, UEPL; (ii) 85,643,196 SingLand Shares held through UIC's wholly-owned subsidiary, UIC Development (Private) Limited; and (iii) 152,500 SingLand Shares held through UIC's wholly-owned subsidiary, UIC Investment Pte Ltd.

(3) UOL is deemed to have an interest in the SingLand Shares pursuant to Section 4 of the SFA through the Offeror, which is its wholly-owned subsidiary.

1. **DISCLOSURE OF INTERESTS**

1.1 **No Agreement having any Connection with or Dependence upon the Offer.** As at the Latest Practicable Date, there is no agreement, arrangement or understanding between (i) any member of the Offeror Concert Party Group and (ii) any of the current or recent directors of the Company or any of the current or recent Shareholders having any connection with or dependence upon the Offer.

1.2 **Transfer of Offer Shares.** As at the Latest Practicable Date, there is no agreement, arrangement or understanding whereby any Offer Shares acquired pursuant to the Offer will be transferred to any other person. The Offeror, however, reserves the right to transfer any of the Offer Shares to any member of the Offeror Concert Party Group for the purpose of granting security in favour of financial institutions which have extended or shall extend credit facilities to it or for the purposes of internal restructuring.

1.3 **No Payment or Benefit to Directors of the Company and Related Corporations.** As at the Latest Practicable Date, there is no agreement, arrangement or understanding for any payment or other benefit to be made or given to any SingLand Director or any director of the related corporations of the Company as compensation for loss of office or otherwise in connection with the Offer.

1.4 **No Agreement Conditional upon Outcome of Offer.** As at the Latest Practicable Date, there is no agreement, arrangement or understanding between (i) the Offeror and (ii) any of the SingLand Directors or any other person in connection with or conditional upon the outcome of the Offer or is otherwise connected with the Offer.

1.5 **Transfer Restrictions.** The constitution of the Company does not contain any restrictions on the right to transfer the Offer Shares.

1.6 **No Indemnity Arrangements.** As at the Latest Practicable Date, none of the members of the Offeror Concert Party Group has entered into any arrangement with any person of the kind referred to in Note 7 on Rule 12 of the Code, including indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to the Company Securities which may be an inducement to deal or refrain from dealing in the Company Securities.

2. **GENERAL**

2.1 **Costs and Expenses.** All costs and expenses of or incidental to the preparation and circulation of the Offer Document (other than professional fees and other costs incurred or to be incurred by the Company relating to the Offer) and stamp duty and transfer fees resulting from acceptances of the Offer will be paid by the Offeror.

2.2 **Consent from UOB.** UOB (as financial adviser to the Offeror in connection with the Offer) has given and has not withdrawn its written consent to the issue of this Offer Document with the inclusion of its name and all references to its name in the form and context in which it appears in this Offer Document.

2.3 **Consent from the Registrar.** Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) has given and has not withdrawn its written consent to the issue of this Offer Document with the inclusion of its name and all references to its name in the form and context in which it appears in this Offer Document.

3. **MARKET QUOTATIONS**

As the SingLand Shares have not been traded since the Delisting on 25 August 2014, no closing prices of the SingLand Shares are available in respect of any of (i) the Latest Practicable Date; (ii) the latest Business Day immediately preceding the Offer Announcement Date; or (iii) the six-month period immediately preceding the Offer Announcement Date.

## 4. DOCUMENTS FOR INSPECTION

Copies of the following documents may be inspected at the offices of the Offeror at 101 Thomson Road, #33-00 United Square, Singapore 307591 during normal business hours for the period for which the Offer remains open for acceptance:

(i) the letter of consent from UOB referred to in Paragraph 2.2 of this Appendix 11;

(ii) the letter of consent from the Registrar referred to in Paragraph 2.3 of this Appendix 11;

(iii) the Offer Announcement;

(iv) the Offeror Financial Statements; and

(v) the UOL Financial Statements.