



SINGAPORE AIRLINES LIMITED  
(Incorporated in the Republic of  
Singapore on 28 January 1972)  
(Company Registration No.: 197200078R)



## IMPORTANT DATES AND TIMES

**RENOUNCEABLE RIGHTS ISSUE  
OF UP TO S\$6,196,793,517**

**IN AGGREGATE PRINCIPAL AMOUNT  
OF MANDATORY CONVERTIBLE BONDS  
(THE "RIGHTS 2021 MCBs")**

**DENOMINATION OF S\$1.00  
FOR EACH RIGHTS 2021 MCB  
209 RIGHTS 2021 MCBs FOR EVERY  
100 EXISTING SHARES**

held by Entitled Shareholders as at the  
Record Date, fractional entitlements  
to be disregarded

**Last date and time for splitting and trading of Rights**

**10 June 2021 at 5.00 p.m.**

**Last date and time for acceptance of and/or excess  
application and payment for Rights 2021 MCBs**

**16 June 2021**

- 5.00 p.m. for applications made through CDP or the Share Registrar
- 9.30 p.m. for Electronic Applications through ATMs of the Participating Banks or an Accepted Electronic Service

**THIS DOCUMENT IS IMPORTANT. BEFORE MAKING ANY INVESTMENT IN THE RIGHTS 2021 MCBs OR RIGHTS 2021 MCB CONVERSION SHARES (EACH AS DEFINED HEREIN) BEING OFFERED, YOU SHOULD CONSIDER THE INFORMATION PROVIDED IN THIS DOCUMENT CAREFULLY, AND CONSIDER WHETHER YOU UNDERSTAND WHAT IS DESCRIBED IN THIS DOCUMENT. YOU SHOULD ALSO CONSIDER WHETHER AN INVESTMENT IN THE RIGHTS 2021 MCBs OR RIGHTS 2021 MCB CONVERSION SHARES BEING OFFERED IS SUITABLE FOR YOU, TAKING INTO ACCOUNT YOUR INVESTMENT OBJECTIVES AND RISK APPETITE. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISER. YOU ARE RESPONSIBLE FOR YOUR OWN INVESTMENT CHOICES.**

A copy of this offer information statement (the "**Offer Information Statement**"), together with a copy of each of the ARE, the ARS and the PAL (each, as defined herein), has been lodged with the Monetary Authority of Singapore (the "**MAS**"). The MAS assumes no responsibility for the contents of this Offer Information Statement, the ARE, the ARS and the PAL. Lodgment of this Offer Information Statement, the ARE, the ARS and the PAL with the MAS does not imply that the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"), or any other legal or regulatory requirements, have been complied with. The MAS has not, in any way, considered the merits of the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares being offered, or in respect of which an invitation is made, for investment.

Approval in-principle has been obtained from the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for the listing of and quotation for the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares on the Main Board of the SGX-ST, subject to certain conditions. The Rights 2021 MCBs and/or the Rights 2021 MCB Conversion Shares (as the case may be) will be admitted to the Official List of the SGX-ST and official quotation will commence after their issuance and after all relevant conditions imposed by the SGX-ST are satisfied, including a sufficient spread of holdings of the Rights 2021 MCBs to provide for an orderly market in the Rights 2021 MCBs and the global bond certificate for the Rights 2021 MCBs having been issued and the notification letters from The Central Depository (Pte) Limited ("**CDP**") having been despatched.

It should be noted that the Rights 2021 MCBs may not be listed and quoted on the SGX-ST in the event of an insufficient spread of holdings of the Rights 2021 MCBs to provide for an orderly market in the Rights 2021 MCBs. Accordingly, in such event, Rights 2021 MCB Holders (as defined herein) will not be able to trade their Rights 2021 MCBs on the SGX-ST. However, the Rights 2021 MCBs may be traded over-the-counter on the Debt Securities Clearing and Settlement System and will be cleared through CDP. In addition, if the Rights 2021 MCBs are converted into Rights 2021 MCB Conversion Shares in accordance with its terms, such Rights 2021 MCB Conversion Shares will be listed and quoted on the Main Board of the SGX-ST.

The SGX-ST assumes no responsibility for the correctness or accuracy of any of the statements made, reports contained and opinions expressed in this Offer Information Statement. Approval in-principle granted by the SGX-ST for the listing of and quotation for the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares on the Main Board of the SGX-ST is not to be taken as an indication of the merits of the Rights Issue (as defined herein), the Rights 2021 MCBs, the Rights 2021 MCB Conversion Shares, the Rights (as defined herein), Singapore Airlines Limited (the "**Company**" or "**Singapore Airlines**" or "**SIA**") and/or its subsidiaries (together with the Company, the "**Group**").

No Rights or Rights 2021 MCBs shall be allotted or allocated on the basis of this Offer Information Statement later than six months after the date of lodgment of this Offer Information Statement.

*Sole Lead Manager for the Rights Issue*



# ABOUT THE RIGHTS 2021 MCBs

**Singapore Airlines is looking to raise up to approximately S\$6.2 billion in additional liquidity with the issuance of the Rights 2021 MCBs.**

Entitled Shareholders are invited to participate in the Rights Issue, which allows the Group to maintain a strong equity base that provides the financial foundation to successfully navigate the COVID-19 crisis.

What is the Issue Price?	
<b>S\$1.00</b> for every S\$1.00 in principal amount of the Rights 2021 MCBs.	
How many Rights 2021 MCBs am I entitled to?	
Entitled Shareholders will be offered, on a pro-rata basis, the rights to subscribe for <b>209 Rights 2021 MCBs for every 100 existing Shares<sup>1</sup></b> held at 5.00 p.m. on 28 May 2021 (the <b>"Record Date"</b> ).	
Other key terms	
<b>Issue Date</b>	Expected to be 24 June 2021
<b>Maturity Date</b>	8 June 2030
<b>Coupon</b>	Zero coupon
<b>Final Accreted Principal Amount</b>	S\$1.69797 in respect of each S\$1.00 in principal amount of Rights 2021 MCBs on the Maturity Date (calculated based on a 6% annual yield to conversion, compounded on a semi-annual basis, assuming that the Issue Date is 24 June 2021)
<b>Conversion Price</b>	S\$4.84 (subject to adjustment in certain events) <sup>2</sup>
<p>The Rights 2021 MCBs may be redeemed by SIA, in whole or in part, on every six-month anniversary of the Issue Date.</p> <p>In such an event, Rights 2021 MCB Holders will be repaid in cash based on an annualised yield of between 4% and 6% compounded on a semi-annual basis, depending on when the Rights 2021 MCBs are redeemed.</p> <p>On the Maturity Date, the Rights 2021 MCBs that have not been redeemed will be converted into Shares. Upon mandatory conversion, Rights 2021 MCB Holders will receive Shares based on the Final Accreted Principal Amount and Conversion Price and will not be repaid in cash<sup>3</sup>.</p>	
Temasek Undertaking	
<p>Temasek, SIA's majority shareholder, has provided an Undertaking, through one of its subsidiaries, Tembusu, to subscribe for its pro-rata Rights Issue entitlements ("<b>Rights</b>") and any unsubscribed Rights 2021 MCBs remaining after the fulfilment of valid applications.</p> <p>No fees will be paid to Temasek or Tembusu in connection with the Undertaking.</p>	

<sup>1</sup> Fractional entitlements to be disregarded

<sup>2</sup> Subject to adjustments for full dividend protection and standard anti-dilution adjustments in accordance with the Terms and Conditions of the Rights 2021 MCBs

<sup>3</sup> For the avoidance of doubt, no further cash outlay will be required from Rights 2021 MCB Holders for the conversion of Rights 2021 MCBs into Shares

This overview section is qualified in its entirety by, and should be read in conjunction with, the full text of this Offer Information Statement. Capitalised terms used which are not otherwise defined herein shall have the same meaning as ascribed to them in the section entitled "Definitions" of this Offer Information Statement

# ABOUT THE RIGHTS 2021 MCBs

## Am I eligible to participate?

Only Entitled Shareholders<sup>4</sup> will receive provisional allotments of Rights 2021 MCBs, on the basis of their shareholdings in the Company as at the Record Date of 5.00 p.m. on 28 May 2021.

As the Rights Issue is renounceable, Entitled Shareholders may also decide to sell or renounce part or all of their Rights without having to pay for them, and the purchasers or renounees of such Rights may then subscribe for the Rights 2021 MCBs.

Parties who are not Entitled Shareholders may purchase Rights during the Rights trading period and subscribe for the Rights 2021 MCBs.

## WHY DOES SIA WANT TO RAISE ADDITIONAL FUNDS NOW?

The COVID-19 pandemic has led to a global collapse in the demand for air travel and resulted in a significant decline in SIA's passenger revenues. Without a domestic segment, SIA has been affected by, and remains vulnerable to, restrictions on free movement of people across national borders.

The significant decline in passenger revenue has materially and adversely affected the Group's financial position. During FY2020/21, the Group's airline passenger traffic (measured in revenue passenger-kilometres) shrank 97.9% from a year before.

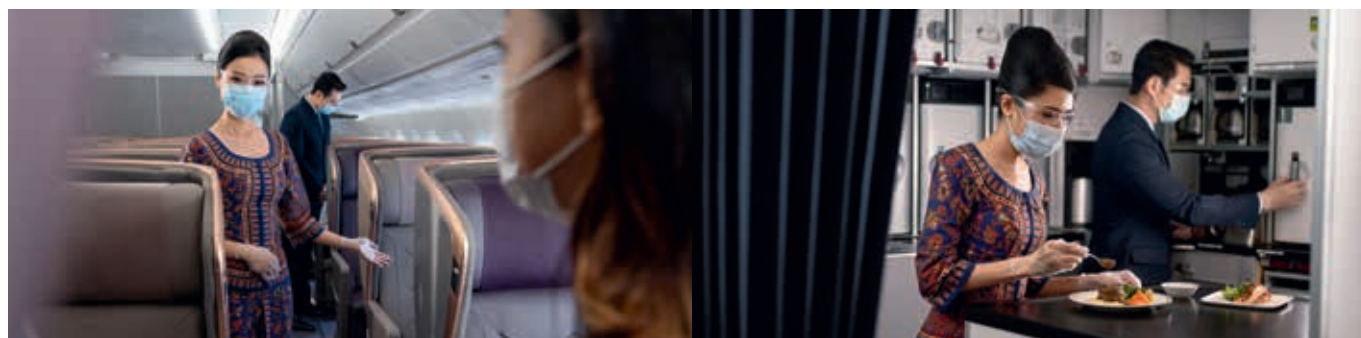
In view of this, SIA has been actively taking steps to build up its liquidity, and the Rights Issue is a crucial component of such measures.

In response to the collapse in demand for air travel, the Group scaled back operations in April 2020 and cut capacity to only 3% of pre-COVID-19 levels (i.e. January 2020). The Group subsequently grew its passenger capacity in a calibrated manner, reaching 23% of pre-COVID-19 levels at the end of March 2021.

While the growing pace of vaccinations gives hope, new waves of infections around the world mean that international travel and immigration restrictions remain largely in place, and it remains uncertain as to when air traffic will recover to pre-COVID-19 levels.

**SIA is looking to raise up to approximately S\$6.2 billion in additional liquidity with the Rights 2021 MCBs. The proceeds from the Rights Issue will allow SIA to navigate the uncertainties of the pandemic. The Rights 2021 MCBs will be treated as equity, allowing SIA to maintain a strong equity base and providing the foundation to meet ongoing financial commitments, and creating options for raising additional debt financing as necessary.**

**The liquidity from the Rights Issue will also provide resources for growth as SIA navigates through the ongoing COVID-19 crisis.**



<sup>4</sup> Entitled Depositors and Entitled Scripholders (including Entitled QIBs)

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# WHAT HAPPENS IF SIA REDEEMS THE RIGHTS 2021 MCBs?

SIA has the option to redeem the Rights 2021 MCBs in whole or in part on every six-month anniversary of the Issue Date.

Redemption Price of Rights 2021 MCBs			Redemption in Cash or Conversion into Shares	
Yield to Call (per annum)		4%	5%	6%
Semi-Annual Date	Expected Dates <sup>5</sup>	100.000	100.000	100.000
1st	24 Dec 21	102.000		
2nd	24 Jun 22	104.040		
3rd	24 Dec 22	106.121		
4th	24 Jun 23	108.243		
5th	24 Dec 23	110.408		
6th	24 Jun 24	112.616		
7th	24 Dec 24	114.869		
8th	24 Jun 25	117.166		
9th	24 Dec 25		124.886	
10th	24 Jun 26		128.008	
11th	24 Dec 26		131.209	
12th	24 Jun 27		134.489	
13th	24 Dec 27		137.851	
14th	24 Jun 28		141.297	
15th	24 Dec 28			155.797
16th	24 Jun 29			160.471
17th	24 Dec 29			165.285
Maturity Date	08 Jun 30			169.797

4% per annum

5% per annum

6% per annum

Redemption in Cash at the option of SIA (1<sup>st</sup> to 17<sup>th</sup> Semi-Annual Date)

Mandatory Conversion at S\$4.84<sup>6</sup> per Share

<sup>5</sup> Assuming that the Issue Date is 24 June 2021

<sup>6</sup> Assuming no adjustments to the Conversion Price

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## SCENARIO 1

### If Rights 2021 MCBs are redeemed BEFORE maturity

#### Redemption prices are calculated based on:

- (i) the Semi-Annual Date that the Rights 2021 MCBs are redeemed
- (ii) respective annual yield to call, compounded on a semi-annual basis

For illustrative purposes:

If SIA redeems 100 Rights 2021 MCBs on the:	Redemption price (%)	Calculation
2nd Semi-Annual Date	104.040	$100 \times (1 + 0.04 / 2)^2$
9th Semi-Annual Date	124.886	$100 \times (1 + 0.05 / 2)^9$
15th Semi-Annual Date	155.797	$100 \times (1 + 0.06 / 2)^{15}$

## SCENARIO 2

### If Rights 2021 MCBs are converted UPON maturity

Upon maturity, the Rights 2021 MCBs will be converted at the Conversion Price of

**S\$4.84 per Share**  
(subject to adjustments)<sup>2</sup>

Conversion will be based on the Final Accreted Principal Amount, which is calculated based on a 6% annual yield to conversion, compounded on a semi-annual basis

For illustrative purposes:

Assuming the Issue Date is 24 June 2021 and a principal amount of S\$1,000,  
the Final Accreted Principal Amount will be

**S\$1,697.97**

Number of Shares to be issued will be

**350**

**S\$ 1,697.97 / S\$4.84 = 350 Shares**

(rounded down as fractional entitlements are disregarded)

For the avoidance of doubt, no further cash outlay will be required from Rights 2021 MCB Holders for the conversion of Rights 2021 MCBs into Shares.

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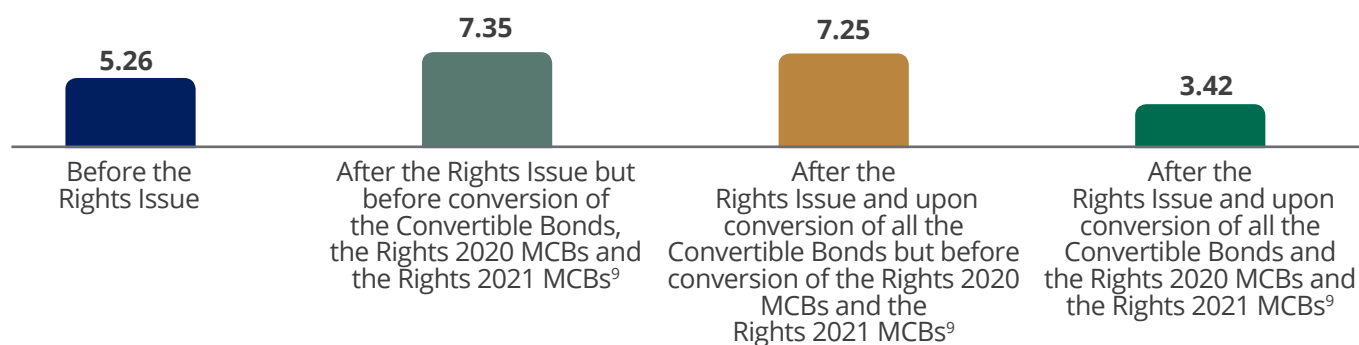


# WHAT IS THE FINANCIAL IMPACT ON SIA?

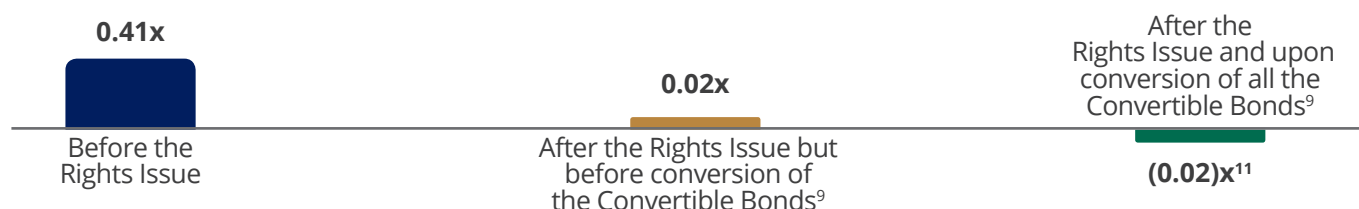
The Rights 2021 MCBs are not immediately dilutive and will provide SIA with the flexibility to manage its capital structure.

## Pro Forma Financial Effects of the Rights 2021 MCBs<sup>7</sup>

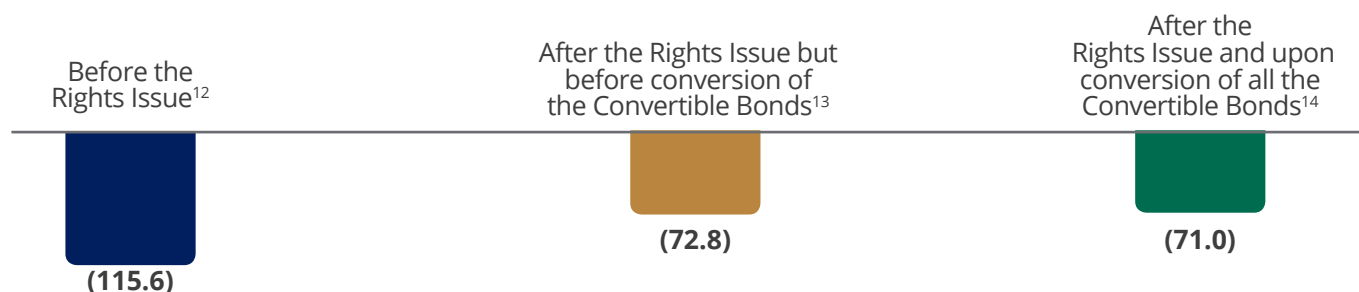
### Net Tangible Assets per Share<sup>8</sup> as at 31 Mar 2021 (S\$)



### Net Gearing<sup>10</sup> as at 31 Mar 2021



### FY2020/21 Earnings/(Loss) per Share (EPS) (Singapore Cents)



<sup>7</sup> Assume that the Rights 2021 MCBs or, as the case may be, the conversion shares arising from conversion of the Rights 2021 MCB Conversion Shares had been issued, in respect of profit and loss statement on 1 April 2020, and in respect of balance sheet on 31 March 2021

<sup>8</sup> Net Tangible Assets per Share = (Equity attributable to Shareholders of the Company – intangible assets) / number of Shares outstanding (excluding treasury shares and the Special Share held by the Minister for Finance)

<sup>9</sup> Assuming the net proceeds from the Rights Issue (after deducting estimated expenses incurred in connection with the Rights Issue of S\$2 million) is S\$6,194.8 million

<sup>10</sup> Net gearing refers to the ratio of net (cash)/borrowings to shareholders' equity

<sup>11</sup> Negative gearing refers to net cash position where cash and bank balances are more than total borrowings

<sup>12</sup> EPS is computed based on profit/(loss) attributable to Shareholders of the Company divided by the weighted average number of Shares in issue less treasury Shares, assuming 1,304.6 million new Shares are allotted and issued on a weighted average basis upon conversion of all the Rights 2020 MCBs

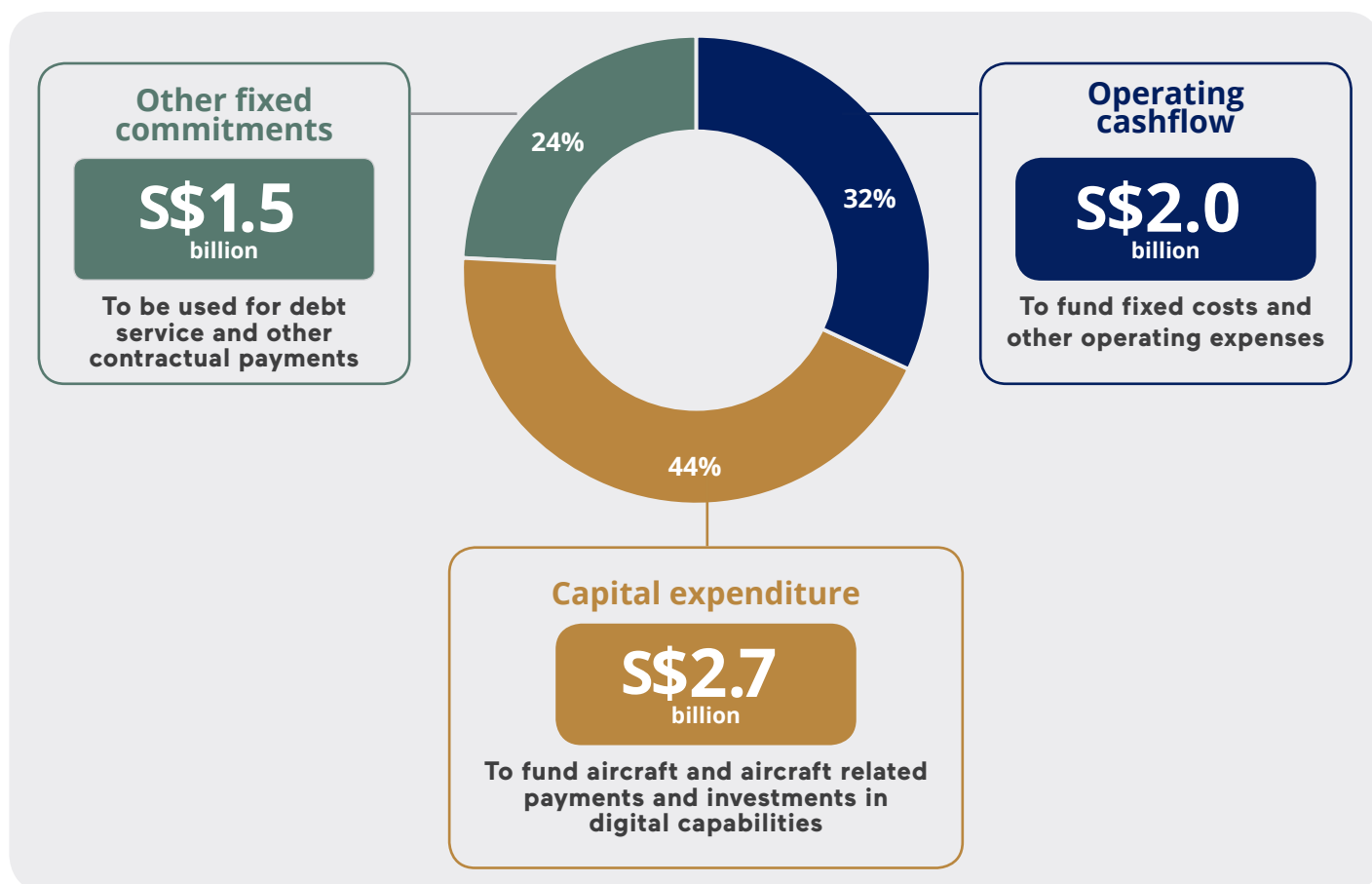
<sup>13</sup> The proforma adjustments to EPS assume that 2,174.0 million Rights 2021 MCB Conversion Shares are allotted and issued upon conversion of the Rights 2021 MCBs on the first day of FY2020/21. EPS is computed based on profit/(loss) attributable to Shareholders of the Company divided by the weighted average number of Shares in issue less treasury Shares, assuming 1,304.6 million new Shares are allotted and issued on a weighted average basis upon conversion of all the Rights 2020 MCBs

<sup>14</sup> The proforma adjustments to EPS assume that: (a) 2,174.0 million Rights 2021 MCB Conversion Shares are allotted and issued upon conversion of the Rights 2021 MCBs; and (b) 148.0 million new Shares are allotted and issued upon conversion of all the Convertible Bonds, on the first day of FY2020/21. EPS is computed based on profit/(loss) attributable to Shareholders of the Company divided by the weighted average number of Shares in issue less treasury Shares, upon 1,304.6 million new Shares are allotted and issued on a weighted average basis upon conversion of all the Rights 2020 MCBs

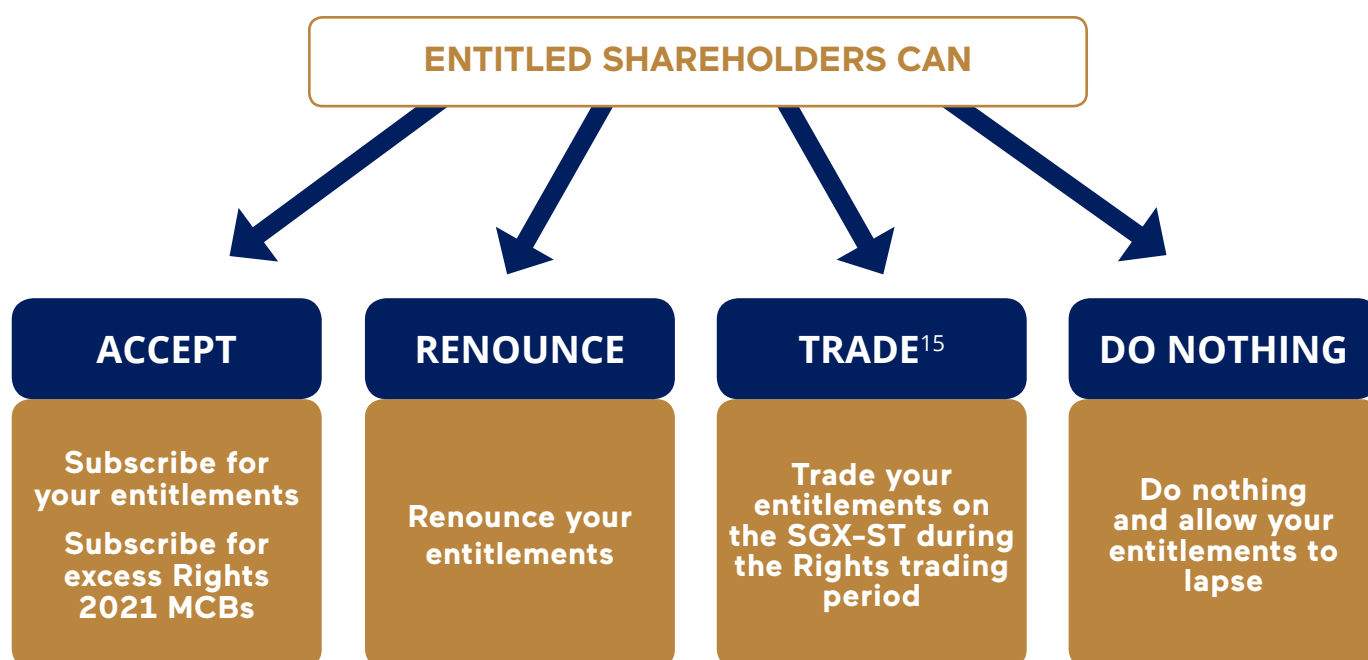
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## WHAT WILL THE PROCEEDS BE USED FOR?

SIA intends to utilise the net proceeds for the following purposes:



## WHAT SHOULD I DO NEXT?



<sup>15</sup> For Entitled Depositors only

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# HOW TO SUBSCRIBE?

## Entitled Depositors



Shareholders who hold Shares in their CDP securities accounts can apply through the following methods



### ATMs of Participating Banks or Accepted Electronic Services (such as PayNow)

Participating Banks are:



Oversea-Chinese Banking Corporation Limited



United Overseas Bank Limited



Please refer to the inside back cover of this overview section for more information on applications through PayNow



### ARE Forms

To be submitted to CDP

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# HOW TO SUBSCRIBE?

## Entitled Scripholders



Provisional Allotment Letters (PAL)  
to be submitted to the Share Registrar,  
M & C Services Private Limited

Entitled Scripholders who wish to subscribe for the Rights 2021 MCBs  
must already have, or must open, a Securities Account with CDP.

## CPFIS Members SRS Investors Investors holding through Finance Companies and/or Depository Agents

### Use of CPF Investment Scheme (CPF Funds)

The Rights 2021 MCBs are  
not eligible for inclusion under  
the CPFIS

If you bought Shares  
using CPF Funds and wish to  
accept your Rights 2021 MCBs  
and (if applicable) apply for  
excess Rights 2021 MCBs, you  
will need to instruct your  
**CPF agent bank** to do so on  
your behalf **USING CASH**

### Use of Supplementary Retirement Scheme (SRS) Funds

If you wish to accept your  
Rights 2021 MCBs and  
(if applicable) apply for excess  
Rights 2021 MCBs, you must  
use monies standing to the  
credit of your SRS Account

Please contact your  
**SRS Approved Bank**

### Holding through Finance Company and/or Depository Agent

If you wish to participate in  
the Rights Issue, you should  
provide your finance company  
or Depository Agent with  
appropriate instructions by the  
deadlines set by them

Please contact your  
**finance company or  
Depository Agent**



SIA is able to transport COVID-19 vaccines safely and reliably

Image Source: Ministry of Communications and Information

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## WHAT ARE THE IMPORTANT DATES AND TIMES?

First date and time for acceptance of and payment for the Rights 2021 MCBs and/or applications and payment for excess Rights 2021 MCBs

**Wednesday, 2 June 2021**

- 9.00 a.m. for Electronic Applications through ATMs of the Participating Banks or an Accepted Electronic Service

Last date and time for splitting and trading of Rights

**Thursday, 10 June 2021 at 5.00 p.m.**

Last date and time for acceptance of and payment for Rights 2021 MCBs and/or applications, and payment for excess Rights 2021 MCBs

**Wednesday, 16 June 2021**

- 5.00 p.m. for applications made through CDP or the Share Registrar
- 9.30 p.m. for Electronic Applications through ATMs of the Participating Banks or an Accepted Electronic Service

Last date and time for application and payment for Rights 2021 MCBs by renounees

Expected Issue Date of Rights 2021 MCBs

**Thursday, 24 June 2021**

Expected date for refund of unsuccessful applications (if made through CDP)

**Thursday, 24 June 2021**

Expected date of commencement of trading of Rights 2021 MCBs

**Friday, 25 June 2021**

## WHO TO CONTACT FOR FURTHER QUERIES?

If you require further assistance in relation to the Rights Issue, please contact:

**DBS Bank Ltd.**

Telephone: 1800 111 1111

Monday to Friday (excluding public holidays) – 9.00 a.m. to 5.00 p.m.

For enquiries related to Accepted Electronic Services (including PayNow), please contact:

**The Central Depository (Pte) Limited**

Telephone: 6535 7511

Monday to Friday – 8.30 a.m. to 5.00 p.m. | Saturday – 8.30 a.m. to 12.00 p.m

Please also refer to [www.sgx.com/cdp/faq](http://www.sgx.com/cdp/faq) for further information.

# STEPS TO SUBSCRIBE VIA PAYNOW

## Step 1:

Scan QR code using  
your bank mobile  
app



**Please ensure that you have the following set up before subscribing via PayNow:**

- 1) Daily limit to meet your transfer request (up to S\$200,000 per transaction, capped at a daily fund transfer limit set with your bank, whichever is lower)
- 2) Notification to alert you on the transfer and refund status (Please turn on the setting in your bank account notifications)
- 3) Security code, pre-printed on the form under Section B PayNow\*
- 4) Last eight digits of securities account number, pre-printed on the form\*
- 5) Payment amount = S\$1.00 x total number of Rights 2021 MCBs applied (including provisionally allotted and excess)

\* Please ensure that the security code and the last eight digits of your securities account number are entered correctly. CDP will reject the application if the information entered is invalid.

## Step 2:

Enter **PAYMENT  
AMOUNT** and  
**REFERENCE NO.**

A screenshot of a mobile app interface for making a payment. It shows the following fields: 'MAKE PAYMENT TO' with 'THE CENTRAL DEPOSITORY (PTE) LIMITED' and 'UEN 198003912MCAS'; 'PAYMENT AMOUNT' with 'S\$3,000'; and 'REFERENCE NO.' with '1A5C12345678'. There is a 'CONFIRM' button at the bottom.

For example, if you are allotted 2,090 Rights 2021 MCBs and would like to apply for an additional 910 Rights 2021 MCBs:

- Issue Price : S\$1.00
- Number of Rights 2021 MCBs : 3,000 (Allotted = 2,090, Excess = 910)
- Payment amount : S\$1.00 x 3,000 = S\$3,000

Enter in the PayNow reference no.  
<security code><last 8 digits of securities account number>  
e.g. 1A5C12345678

## Step 3:

Review and  
confirm transfer

A screenshot of a mobile app interface for making a payment, identical to the one in Step 2. It shows the same fields: 'MAKE PAYMENT TO' with 'THE CENTRAL DEPOSITORY (PTE) LIMITED' and 'UEN 198003912MCAS'; 'PAYMENT AMOUNT' with 'S\$3,000'; and 'REFERENCE NO.' with '1A5C12345678'. There is a 'CONFIRM' button at the bottom.A screenshot of a mobile app interface showing a successful transfer. It features a green checkmark icon and the word 'TRANSFERRED' in blue. Below this, it shows the payment amount 'S\$3,000' and the source 'From Savings account 555-55555-5'. The destination is 'To THE CENTRAL DEPOSITORY (PTE) LIMITED UEN 198003912MCAS'.

## IMPORTANT NOTES:

- 1) Please make sure the 4-character security code and last 8 digits of your securities account are entered correctly. There should only be a total of 12 characters in your reference - CDP may reject the application otherwise.
- 2) Payment from rejected applications will be refunded to your originating bank account. To be notified of the refund, please turn on the setting in your bank account notification.
- 3) CDP aggregates payments received on the same day as one instruction.
- 4) CDP will determine the number of rights applied using total payment received on each day, ignoring resultant fractional cent payable if any.
- 5) Post allocation, CDP will refund any excess amount to your Direct Crediting Service (DCS) bank account.

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## IMPORTANT NOTICE

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Investors should note the following in respect of the Rights 2021 MCBs:

- **THE RIGHTS 2021 MCBS WILL NOT PAY COUPON**

The Rights 2021 MCBs are zero coupon bonds. Rights 2021 MCB Holders will not receive any coupon payments in respect of the Rights 2021 MCBs.

- **THE RIGHTS 2021 MCBS MAY ONLY BE REDEEMED AT THE OPTION OF THE COMPANY**

The Rights 2021 MCBs may be redeemed for cash at the option of the Company in whole or in part on any Semi-Annual Date at the relevant Accreted Principal Amount as at such Semi-Annual Date.

Rights 2021 MCB Holders have no right to require the Company to redeem the Rights 2021 MCBs.

- **THE RIGHTS 2021 MCBS WILL ONLY BE MANDATORILY CONVERTED INTO RIGHTS 2021 MCB CONVERSION SHARES ON THE MATURITY DATE**

Unless previously redeemed or purchased and cancelled, the Company shall redeem the Rights 2021 MCBs on the Maturity Date by mandatorily converting the Rights 2021 MCBs into Rights 2021 MCB Conversion Shares on the Maturity Date. Upon such mandatory conversion, Rights 2021 MCB Holders will receive Rights 2021 MCB Conversion Shares and will not be repaid in cash.

The Rights 2021 MCBs are convertible only on the Maturity Date and not at any time prior to the Maturity Date.

Mandatory conversion on the Maturity Date will be at the Conversion Price in effect at the Maturity Date, even if the prevailing market price of the Shares is substantially lower than the Conversion Price in effect at the Maturity Date. It is possible that Rights 2021 MCB Holders may effectively be paying a higher price for their Rights 2021 MCB Conversion Shares as compared to if they had bought Shares in the market at the prevailing market price.

- **SHAREHOLDERS MAY EXPERIENCE FUTURE DILUTION ON THE VALUE OF THEIR SHARES**

If all or some of the Rights 2021 MCBs are converted on the Maturity Date, the then existing Shareholders will experience dilution in their shareholding interests in the Company.

Please refer to the sections entitled “**Summary of the Rights Issue of Rights 2021 MCBs**” and “**Risk Factors – Risks Relating to an Investment in the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares**” of this Offer Information Statement, as well as the Terms and Conditions of the Rights 2021 MCBs as set out in **Appendix A** to this Offer Information Statement for further details.

**For Entitled Depositors, acceptances of their provisional allotments of Rights 2021 MCBs and (if applicable) applications for excess Rights 2021 MCBs may be made through (a) CDP or (b) by way of an Electronic Application at any ATM of a Participating Bank or an Accepted Electronic Service.**

**For Entitled Scripholders, acceptances of their provisional allotments of Rights 2021 MCBs and (if applicable) applications for excess Rights 2021 MCBs may be made through the Share Registrar, M & C Services Private Limited.**

The existing Shares are quoted on the Main Board of the SGX-ST.

Persons wishing to participate in the Rights Issue should, before deciding whether to do so, carefully read this Offer Information Statement in its entirety in order to make an informed assessment of the affairs of the Company and the Group, including, but not limited to, the assets and liabilities, profits and losses, financial position and performance and prospects of the Company and the Group and the rights and liabilities attaching to the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares. They should rely, and shall be deemed to have relied, on their own independent enquiries and investigations of the affairs of the Company and the Group, including, but not limited to, the assets and liabilities, profits and losses, financial position and performance and prospects of the Company and the Group, as well as any bases and assumptions upon which financial projections, if any, are made or based, and their own appraisal and determination of the merits of investing in the Company and the Group. No information in this Offer Information Statement should be considered to be business, financial, legal or tax advice. Persons in doubt as to the action they should take should consult their business, financial, legal, tax or other professional adviser before deciding whether to participate in the Rights Issue.

Investors should read the section entitled “**Risk Factors**” of this Offer Information Statement and, in particular, the sub-section entitled “**Risks Relating to an Investment in the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares**” of this Offer Information Statement.

**Central Provident Fund (“CPF”) Investment Scheme (“CPFIS”) investors, Supplementary Retirement Scheme (“SRS”) investors and investors who hold Shares through a finance company and/or Depository Agent should refer to the section entitled “Important Notice to (A) CPFIS Members, (B) SRS Investors and (C) Investors Who Hold Shares Through a Finance Company and/or Depository Agent” of this Offer Information Statement for important details relating to the offer procedure for them.**

No person has been authorised to give any information or to make any representations, other than those contained in this Offer Information Statement, in connection with the Rights Issue, the issue of the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares and, if given or made, such information or representations must not be relied upon as having been authorised by the Company, the Group or the Sole Lead Manager. Save as expressly stated in this Offer Information Statement, nothing contained herein is, or may be relied upon as, a promise or representation as to the future financial condition, performance, prospects or policies of the Company or the Group. Neither the delivery of this Offer Information Statement or the Product Highlights Sheet nor the issue of the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares shall, under any circumstances, constitute a continuing representation, or give rise to any implication, that there has been no material change in the affairs of the Company or the Group, or any of the information contained herein since the date hereof. Where such changes occur after the date hereof and are material, or are required to be disclosed by law and/or the SGX-ST, the Company will make an announcement of the same via SGXNET and, if required, lodge a supplementary or replacement document with the MAS. All Entitled Shareholders and their renounees should take note of any such announcement and, upon the release of such announcement or lodgment of such supplementary or replacement document, as the case may be, shall be deemed to have notice of such changes.



The Company and the Sole Lead Manager make no representation to any person regarding the legality of an investment in the Rights, the Rights 2021 MCBs, the Rights 2021 MCB Conversion Shares and/or the Shares by such person under any investment or any other laws or regulations. No information in this Offer Information Statement and the Product Highlights Sheet should be considered to be business, financial, legal or tax advice.

The Sole Lead Manager makes no representation, warranty or recommendation whatsoever as to the merits of the Rights, the Rights Issue, the Rights 2021 MCBs, the Rights 2021 MCB Conversion Shares, the Shares, the Company, the Group or any other matter related thereto or in connection therewith.

Nothing in this Offer Information Statement or the accompanying documents shall be construed as a recommendation to accept or purchase the Rights, the Rights 2021 MCBs, the Rights 2021 MCB Conversion Shares or the Shares.

This Offer Information Statement and the accompanying documents have been prepared solely for the purpose of the acceptance and subscription of the Rights 2021 MCBs under the Rights Issue, and may not be relied upon by any persons (other than Entitled Shareholders to whom it is despatched or disseminated in accordance with such laws or regulations as may be applicable by the Company, their renounees and purchasers of the Rights ("**Purchasers**")) or for any other purpose.

This Offer Information Statement, including the Product Highlights Sheet, the ARE, the ARS and the PAL, may not be used for the purpose of, and do not constitute, an offer, invitation to or solicitation by anyone in any jurisdiction or in any circumstances in which such an offer, invitation or solicitation is unlawful or not authorised or to any person to whom it is unlawful to make such an offer, invitation or solicitation.

**The electronic dissemination of this Offer Information Statement and the Product Highlights Sheet and the distribution of the OIS Notification Letter (as defined herein) and/or its accompanying documents may be prohibited or restricted by law (either absolutely or subject to various securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of these jurisdictions. Entitled Shareholders or any other persons having access to the electronic version of this Offer Information Statement and the Product Highlights Sheet and/or possession of the OIS Notification Letter and the accompanying documents are advised to keep themselves informed of and observe such prohibitions and restrictions. Please refer to the section entitled "Offering, Selling and Transfer Restrictions" of this Offer Information Statement.**

The Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares have not been approved or disapproved by the United States of America ("**U.S.**") Securities and Exchange Commission, any state securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the Rights, the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares or the accuracy or adequacy of this Offer Information Statement. Any representation to the contrary may be a criminal offence in the United States.

**Notification under Section 309B of the SFA:** The Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares (including further Rights 2021 MCB Conversion Shares arising from any adjustments made to the Conversion Price of the Rights 2021 MCBs as set out in the Terms and Conditions of the Rights 2021 MCBs) are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

This Offer Information Statement is not for distribution, directly or indirectly, in or into the U.S. and is not an offer of securities for sale in the U.S. The Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) or under any securities laws of any state or other jurisdiction of the U.S., and may not be offered, re-sold, allotted, taken up, exercised, pledged, transferred or delivered, directly or indirectly, within the U.S. except pursuant to an applicable exemption from, or a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the U.S. There will be no public offering of the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares in the U.S. Any public offering of securities to be made in the U.S. will be made by means of a prospectus that may be obtained from the Company and that will contain detailed information about the Company and management, as well as financial statements. The Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares may only be offered, sold, pledged, taken up, exercised, resold, transferred or delivered (as applicable), directly or indirectly in the U.S. or by or to U.S. persons who meet the definition of Entitled QIBs (as defined herein).

This Offer Information Statement shall not constitute an offer to sell or a solicitation of an offer to buy shares or other securities, including the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares in any jurisdiction other than Singapore. This Offer Information Statement may not be sent or disseminated to any person or any jurisdiction in which it would not be permissible to deliver the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares or make an offer of the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares and the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares may not be offered, sold, resold, transferred or delivered, directly or indirectly, to any such person or in any such jurisdiction. The distribution and/or dissemination of this Offer Information Statement and/or the transfer of the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares into jurisdictions other than Singapore may be prohibited or restricted by law. Persons into whose possession this Offer Information Statement comes or who access this Offer Information Statement should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

In addition, until 40 days after the settlement of the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares, any offer, sale or transfer of the Rights, the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares in or into the U.S. by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

This Offer Information Statement is for distribution only to, and is directed only at, persons who (a) are outside the United Kingdom, (b) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the “**Order**”), (c) are persons falling within Article 43(2) of the Order, (d) are persons falling within Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the Order or (e) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (“**FSMA**”)) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons in (b), (c), (d) and (e) together being “**relevant persons**”). This Offer Information Statement is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Offer Information Statement relates is available only to relevant persons and will be engaged in only with relevant persons.

Relevant persons should note that all, or most, of the protections offered by the United Kingdom regulatory system will not apply to an investment in the Rights 2021 MCBs and that compensation will not be available under the United Kingdom Financial Services Compensation Scheme.

This Offer Information Statement has been prepared on the basis that (1) offers of any securities in any member state of the European Economic Area (an “**EEA Member State**”), will be made pursuant to an exemption under Article 1(4) of Regulation (EU) 2017/1129 (the “**EU Prospectus Regulation**”) and (2) offers of any securities in the United Kingdom will be made pursuant to an exemption under Article 1(4) of the EU Prospectus Regulation as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018, subject to amendments made by the Prospectus (Amendment etc.) (EU Exit) Regulations 2019 (SI 2019/1234) (as may be amended or superseded from time to time) (the “**UK Prospectus Regulation**”). Accordingly, any person making or intending to make an offer in an EEA Member State or the United Kingdom of the securities may only do so in circumstances in which no obligation arises for the Company to publish a prospectus pursuant to Article 3(1) of the EU Prospectus Regulation (in the case of EEA Member States) or the UK Prospectus Regulation (in the case of the United Kingdom).

This Offer Information Statement does not constitute a prospectus for the purposes of Article 6 of the EU Prospectus Regulation or Article 6 of the UK Prospectus Regulation and the Company is not offering the Rights, the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares in any jurisdiction in circumstances that would require a prospectus to be prepared pursuant to the EU Prospectus Regulation or the UK Prospectus Regulation.

If you have questions in relation to the Rights Issue, please contact DBS Bank Ltd. at 1800 111 1111, Monday to Friday (excluding public holidays), between 9.00 a.m. and 5.00 p.m.

If you have questions in relation to applications through Accepted Electronic Services (including PayNow), please contact The Central Depository (Pte) Limited at 6535 7511, Monday to Friday between 8.30 a.m. and 5.00 p.m., and Saturday between 8.30 a.m. and 12.00 p.m.

Please also refer to [www.sgx.com/cdp/faq](http://www.sgx.com/cdp/faq) for further information.

Please note that the applicable rules and regulations do not allow the persons manning the aforementioned helplines to give advice on the merits of the Rights Issue, the Rights, the Rights 2021 MCBs, the Rights 2021 MCB Conversion Shares, the Group or to provide investment, business, financial, legal or tax advice. If you are in any doubt as to what action you should take, please consult your business, financial, legal, tax or other professional adviser.

**IMPORTANT NOTICE TO  
(A) CPFIS MEMBERS, (B) SRS INVESTORS AND  
(C) INVESTORS WHO HOLD SHARES THROUGH A FINANCE COMPANY  
AND/OR DEPOSITORY AGENT**

Capitalised terms used which are not otherwise defined herein shall have the same meaning as ascribed to them in the section entitled “**Definitions**” of this Offer Information Statement.

The Rights 2021 MCBs are not eligible for inclusion under the CPFIS. Accordingly, CPF Funds **CANNOT** be used to pay for the acceptance of Rights 2021 MCBs, the application for excess Rights 2021 MCBs or to purchase provisional allotments of Rights 2021 MCBs from the market.

For Shareholders who hold Shares under the SRS or through finance companies or Depository Agents, acceptances of the Rights 2021 MCBs and (if applicable) applications for excess Rights 2021 MCBs must be done through the relevant approved banks in which they hold their SRS Accounts, respective finance companies or Depository Agents.

**ANY APPLICATION MADE DIRECTLY BY THE ABOVE-MENTIONED SHAREHOLDERS THROUGH CDP OR ATMS OF A PARTICIPATING BANK OR AN ACCEPTED ELECTRONIC SERVICE WILL BE REJECTED.**

The above-mentioned Shareholders, where applicable, will receive notification letter(s) from their respective approved bank, finance company and/or Depository Agent and should refer to such notification letter(s) for details of the last date and time to submit acceptances of the Rights 2021 MCBs and (if applicable) applications for excess Rights 2021 MCBs to their respective approved bank, finance company and/or Depository Agent.

**(a) Use of CPF Funds**

**The Rights 2021 MCBs are not eligible for inclusion under the CPFIS. Accordingly, CPF Investible Savings (“CPF Funds”) CANNOT be used pay for the acceptance of Rights 2021 MCBs, the application for excess Rights 2021 MCBs or to purchase provisional allotments of Rights 2021 MCBs from the market.**

CPFIS Members who have previously bought their Shares using CPF Funds and wish to accept their Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs will need to instruct their respective approved CPF agent banks with whom they hold their CPF Investment Accounts, to accept the Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs on their behalf using cash and in accordance with the terms and conditions of this Offer Information Statement. In this regard, the Rights 2021 MCBs will not be held through the CPF Investment Account.

**(b) Use of SRS Funds**

SRS Investors who wish to accept their Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs can only do so, subject to applicable SRS rules and regulations, using monies standing to the credit of their respective SRS Accounts.

SRS Investors who wish to accept their Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs using SRS monies, must instruct the relevant SRS Approved Banks in which they hold their SRS Accounts to accept their Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs on their behalf in accordance with the terms and conditions of this Offer Information Statement.

Such SRS Investors who have insufficient funds in their SRS Accounts may, subject to the SRS contribution cap, deposit cash into their SRS Accounts with their respective SRS Approved Banks before instructing their respective SRS Approved Banks to accept their Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs. SRS Investors are advised to provide their respective SRS Approved Banks in which they hold their SRS Accounts with the appropriate instructions no later than the deadlines set by their respective SRS Approved Banks in order for their respective approved banks to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. Any acceptance and (if applicable) application made directly through CDP, Electronic Applications at ATMs of the Participating Banks or an Accepted Electronic Service, the Share Registrar and/or the Company will be rejected. For the avoidance of doubt, monies in SRS Accounts may not be used for the purchase of provisional allotments of Rights 2021 MCBs directly from the market.

**(c) Holdings through Finance Company and/or Depository Agent**

Shareholders who hold Shares through a finance company and/or Depository Agent must instruct the relevant finance company and/or Depository Agent to accept their Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs on their behalf in accordance with this Offer Information Statement.

## CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in this Offer Information Statement and the Product Highlights Sheet, statements made in public announcements, press releases and oral statements that may be made by the Company or its directors (the “**Directors**”), officers or employees acting on its behalf, that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by words that have a bias towards the future or are forward-looking such as, without limitation, “anticipate”, “believe”, “could”, “estimate”, “expect”, “forecast”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “will” and “would” or other similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the Group’s expected financial position, operating results, business strategies, plans and prospects are forward-looking statements.

These forward-looking statements, including but not limited to statements as to the Group’s revenue and profitability, prospects, future plans and other matters discussed in this Offer Information Statement and the Product Highlights Sheet regarding matters that are not historical facts, are only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Group’s actual future results, performance or achievements to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements.

Given the risks (both known and unknown), uncertainties and other factors that may cause the Group’s actual future results, performance or achievements to be materially different from that expected, expressed or implied by the forward-looking statements in this Offer Information Statement and the Product Highlights Sheet, undue reliance must not be placed on these statements. The Group’s actual results, performance or achievements may differ materially from those anticipated in these forward-looking statements. Neither the Company, the Sole Lead Manager nor any other person represents or warrants that the Group’s actual future results, performance or achievements will be as discussed in those statements.

In light of the ongoing uncertainties in the global financial markets and its contagion effect on the real economy, any forward-looking statements contained in this Offer Information Statement and the Product Highlights Sheet must be considered with significant caution and reservation.

Further, each of the Company and the Sole Lead Manager disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances for any reason, even if new information becomes available or other events occur in the future. Where such developments, events or circumstances occur after the lodgment of this Offer Information Statement with the MAS but before the Closing Date (as defined herein) and are material, or are required to be disclosed by law and/or the SGX-ST, the Company will make an announcement via SGXNET and, if required, lodge a supplementary or replacement document with the MAS.



## DEFINITIONS

For the purpose of this Offer Information Statement, the Product Highlights Sheet, the ARE, the ARS and the PAL, the following definitions apply throughout unless the context otherwise requires or unless otherwise stated:

<b>“2020 Rights Issue”</b>	:	The renounceable rights issue undertaken by the Company in 2020, pursuant to which 1,777,692,486 new Shares and S\$3,496,128,555 in aggregate principal amount of Rights 2020 MCBs were issued
<b>“Accepted Electronic Service”</b>	:	An accepted electronic payment service (such as PayNow) or electronic service delivery networks
<b>“Accreted Principal Amount”</b>	:	<p>In respect of each S\$1.00 in principal amount of Rights 2021 MCBs:</p> <p>(a) in the case of a redemption of all or some of the Rights 2021 MCBs on a Semi-Annual Date prior to the Maturity Date, an amount equivalent to S\$1.00 in principal amount of Rights 2021 MCBs multiplied by the relevant redemption price in effect at such Semi-Annual Date, as further described in <b>Appendix A</b> to this Offer Information Statement; and</p> <p>(b) in the case where all or some of the Rights 2021 MCBs become due and payable as a result of an Event of Default, an amount equivalent to S\$1.00 in principal amount of Rights 2021 MCBs multiplied by the relevant redemption price as calculated in accordance with the relevant prescribed formula, as further described in <b>Appendix A</b> to this Offer Information Statement</p>
<b>“Announcement”</b>	:	The announcement made by the Company on 19 May 2021 relating to the Rights Issue
<b>“ARE”</b>	:	Application forms for Rights 2021 MCBs and excess Rights 2021 MCBs issued to Entitled Depositors in respect of their Rights under the Rights Issue
<b>“ARS”</b>	:	Application forms for Rights 2021 MCBs issued to Purchasers in respect of their purchase of Rights traded on the SGX-ST through the book-entry (scripless) settlement system
<b>“ATM”</b>	:	Automated teller machine of a Participating Bank
<b>“Board of Directors”</b>	:	The board of Directors of the Company as at the date of this Offer Information Statement
<b>“CDP”</b>	:	The Central Depository (Pte) Limited

<b>“Closing Date”</b>	:	<p>(a) 5.00 p.m. on 16 June 2021, being the last time and date for acceptance of and/or excess application and payment for the Rights 2021 MCBs under the Rights Issue through CDP or the Share Registrar; or</p> <p>(b) 9.30 p.m. on 16 June 2021, being the last time and date for acceptance of and/or excess application and payment for the Rights 2021 MCBs under the Rights Issue through an ATM of a Participating Bank or an Accepted Electronic Service,</p> <p>or in each case, such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company</p>
<b>“Company” or “Singapore Airlines” or “SIA”</b>	:	Singapore Airlines Limited
<b>“Companies Act”</b>	:	Companies Act, Chapter 50 of Singapore, as amended or modified from time to time
<b>“Constitution”</b>	:	Constitution of the Company
<b>“Conversion Price”</b>	:	The price at which a Rights 2021 MCB Conversion Share will be issued upon mandatory conversion of the Rights 2021 MCBs, initially being S\$4.84 per Rights 2021 MCB Conversion Share. The Conversion Price is subject to adjustments under certain circumstances in accordance with the Terms and Conditions of the Rights 2021 MCBs. For the avoidance of doubt, no further cash outlay will be required from the Rights 2021 MCB Holders for the conversion of the Rights 2021 MCBs into Rights 2021 MCB Conversion Shares
<b>“Convertible Bonds”</b>	:	The S\$850 million in aggregate principal amount of 1.625% convertible bonds due 2025 issued by the Company on 3 December 2020
<b>“CPF”</b>	:	Central Provident Fund
<b>“CPF Funds”</b>	:	CPF Investible Savings
<b>“CPF Investment Account”</b>	:	The investment account maintained with a CPF agent bank for the purpose of investment of CPF Funds under the CPFIS – Ordinary Account
<b>“CPFIS”</b>	:	CPF Investment Scheme
<b>“CPFIS Members”</b>	:	Shareholders who have previously purchased Shares under the CPFIS-OA
<b>“CPFIS-OA”</b>	:	CPFIS Ordinary Account

<b>“Cut-Off Date”</b>	:	The date falling not later than 15 trading days prior to the Maturity Date as specified in the Terms and Conditions of the Rights 2021 MCBs
<b>“Deed of Covenant”</b>	:	The deed poll to be executed by the Company in favour of the relevant account holders, from time to time, of CDP in relation to the Rights 2021 MCBs, as amended, varied or supplemented from time to time
<b>“Depository Agreement”</b>	:	The application form in respect of the Rights 2021 MCBs to be executed by the Company and to be accepted by CDP together with the terms and conditions for the provision of depository services by CDP referred to therein as amended, varied or supplemented from time to time
<b>“Directors”</b>	:	The directors of the Company as at the date of this Offer Information Statement
<b>“EGM”</b>	:	The extraordinary general meeting of the Company held by way of electronic means on 30 April 2020
<b>“Electronic Application”</b>	:	Acceptance of the Rights 2021 MCBs and (if applicable) application for excess Rights 2021 MCBs made through (a) an ATM of a Participating Bank; (b) an Accepted Electronic Service; or (c) the SGX-SFG Service, as the case may be, in accordance with the terms and conditions contained in this Offer Information Statement. For the purposes of this Offer Information Statement, any reference to an application by way of an Electronic Application without reference to such an Electronic Application being made through an ATM of a Participating Bank or an Accepted Electronic Service shall, where the Entitled Depositor is a Depository Agent, be taken to include an application made via the SGX-SFG Service
<b>“Entitled Depositors”</b>	:	Shareholders with Shares standing to the credit of their Securities Accounts as at the Record Date and (a) whose registered addresses with CDP are in Singapore as at the Record Date, or (b) who have, at least three Market Days prior to the Record Date, provided CDP with addresses in Singapore for the service of notices and documents, but exclude, subject to certain exceptions specifically set out in this Offer Information Statement, Shareholders located, resident or with a registered address outside Singapore
<b>“Entitled QIBs”</b>	:	Shareholders (a) who are qualified institutional buyers (as defined under Rule 144A of the Securities Act), (b) who are Entitled Shareholders (but for the fact that they are outside of Singapore), (c) who have provided the Company with a signed investor representation letter (in the form provided to such Shareholder by the Company) and (d) whose identities have been agreed by the Company and the Sole Lead Manager

<b>“Entitled Scripholders”</b>	:	Shareholders whose share certificates have not been deposited with CDP as well as transferees who have tendered to the Share Registrar registrable transfers of their Shares and the certificates relating thereto for registration up to the Record Date and (a) whose registered addresses with the Company are in Singapore as at the Record Date, or (b) who have, at least three Market Days prior to the Record Date, provided the Share Registrar with addresses in Singapore for the service of notices and documents, but exclude, subject to certain exceptions specifically set out in this Offer Information Statement, Shareholders located, resident or with a registered address outside Singapore
<b>“Entitled Shareholders”</b>	:	Entitled Depositors and Entitled Scripholders (including Entitled QIBs)
<b>“EPS”</b>	:	Earnings/(Loss) per Share
<b>“Event of Default”</b>	:	An event of default under the Terms and Conditions of the Rights 2021 MCBs
<b>“Final Accreted Principal Amount”</b>	:	In respect of each S\$1.00 in principal amount of Rights 2021 MCBs for purposes of conversion of the Rights 2021 MCBs on the Maturity Date, S\$1.69797 (assuming that the Rights 2021 MCBs are issued on 24 June 2021)
<b>“Foreign Purchasers”</b>	:	Purchasers of the Rights whose registered addresses with CDP are outside Singapore at the time of purchase through the book-entry (scripless) settlement system
<b>“Foreign Shareholders”</b>	:	Shareholders with registered addresses outside Singapore as at the Record Date and who have not, at least three Market Days prior thereto, provided the Share Registrar or CDP, as the case may be, with addresses in Singapore for the service of notices and documents
<b>“FY2017/18”</b>	:	Financial year ended 31 March 2018
<b>“FY2018/19”</b>	:	Financial year ended 31 March 2019
<b>“FY2019/20”</b>	:	Financial year ended 31 March 2020
<b>“FY2020/21”</b>	:	Financial year ended 31 March 2021
<b>“FY2021/22”</b>	:	Financial year ending 31 March 2022
<b>“FY2022/23”</b>	:	Financial year ending 31 March 2023
<b>“FY2024/25”</b>	:	Financial year ending 31 March 2025
<b>“FY2025/26”</b>	:	Financial year ending 31 March 2026

<b>“Group”</b>	:	The Company and its subsidiaries
<b>“Ineligible Shareholders”</b>	:	Shareholders other than the Entitled Shareholders
<b>“Issue Date”</b>	:	The issue date of the Rights 2021 MCBs, expected to be 24 June 2021
<b>“Issue Price”</b>	:	The issue price of the Rights 2021 MCBs, being 100% of the principal amount of the Rights 2021 MCBs, or S\$1.00 for each S\$1.00 in principal amount of the Rights 2021 MCBs
<b>“ITA”</b>	:	Income Tax Act, Chapter 134 of Singapore, as amended or modified from time to time
<b>“Latest Practicable Date”</b>	:	21 May 2021, being the latest practicable date prior to the lodgment of this Offer Information Statement
<b>“Listing Manual”</b>	:	The listing manual of the SGX-ST, as amended or modified from time to time
<b>“Market Day”</b>	:	A day on which the SGX-ST is open for trading in securities
<b>“MAS”</b>	:	The Monetary Authority of Singapore
<b>“Maturity Date”</b>	:	The maturity date of the Rights 2021 MCBs, being 8 June 2030
<b>“Minister for Finance”</b>	:	The body corporate constituted under Section 2(1) of the Minister for Finance (Incorporation) Act, Chapter 183 of Singapore
<b>“NTA”</b>	:	Net tangible assets
<b>“Offer Information Statement”</b>	:	This document, together with (where the context requires) the ARE, the ARS, the PAL and all other accompanying documents (where applicable, including the Product Highlights Sheet and any supplementary or replacement document thereof) to be issued by the Company in connection with the Rights Issue
<b>“OIS Notification Letter”</b>	:	The notification letter to be issued to Entitled Shareholders and Purchasers (other than Foreign Purchasers) containing, among others, instructions on how to view, download and print the electronic version of this Offer Information Statement
<b>“PAL”</b>	:	The provisional allotment letters issued to Entitled Scripholders, setting out the Rights in respect of Rights 2021 MCBs of such Entitled Scripholder under the Rights Issue

<b>“Participating Banks”</b>	:	(a) DBS Bank Ltd. (including POSB), (b) Oversea-Chinese Banking Corporation Limited and (c) United Overseas Bank Limited
<b>“Product Highlights Sheet”</b>	:	The product highlights sheet prepared by the Company in relation to the Rights 2021 MCBs, accompanying this Offer Information Statement
<b>“Purchaser”</b>	:	A purchaser of the Rights traded on the SGX-ST through the book-entry (scripless) settlement system
<b>“Record Date”</b>	:	5.00 p.m. on 28 May 2021, being the time and date at and on which the Register of Members and the Share Transfer Books of the Company will be closed to determine the Rights of Entitled Shareholders under the Rights Issue
<b>“Regulation S”</b>	:	Regulation S under the Securities Act
<b>“Rights”</b>	:	Rights to subscribe for 209 Rights 2021 MCBs for every 100 existing Shares held by Entitled Shareholders (which, for the avoidance of doubt, excludes treasury Shares held by the Company and the Special Share held by the Minister for Finance) as at the Record Date, fractional entitlements to be disregarded
<b>“Rights Issue”</b>	:	The proposed renounceable rights issue by the Company of up to S\$6,196,793,517 in aggregate principal amount of Rights 2021 MCBs, at the Issue Price, in the denomination of S\$1.00 for each Rights 2021 MCB, on the basis of 209 Rights 2021 MCBs for every 100 existing Shares held by Entitled Shareholders (which, for the avoidance of doubt, excludes treasury Shares held by the Company and the Special Share held by the Minister for Finance) as at the Record Date, fractional entitlements to be disregarded, on the terms and conditions of this Offer Information Statement
<b>“Rights 2020 MCB Conversion Shares”</b>	:	The new Shares to be allotted and issued by the Company upon conversion of the Rights 2020 MCBs on the Maturity Date, subject to the terms and conditions of the Rights 2020 MCBs
<b>“Rights 2020 MCBs”</b>	:	The S\$3,496,128,555 in aggregate principal amount of zero coupon mandatory convertible bonds allotted and issued by the Company on 8 June 2020 pursuant to the 2020 Rights Issue
<b>“Rights 2021 MCB Conversion Shares”</b>	:	The new Shares to be allotted and issued by the Company upon conversion of the Rights 2021 MCBs on the Maturity Date, subject to the Terms and Conditions of the Rights 2021 MCBs



<b>"Rights 2021 MCB Holder"</b>	:	A registered holder of Rights 2021 MCBs, except that where the registered holder is CDP, the term <b>"Rights 2021 MCB Holder"</b> shall, in relation to such Rights 2021 MCBs and where the context admits, mean the persons named as Depositors in the Depository Register maintained by CDP and into whose Securities Accounts those Rights 2021 MCBs are credited
<b>"Rights 2021 MCBs"</b>	:	The mandatory convertible bonds to be allotted and issued by the Company pursuant to the Rights Issue, the terms and conditions of which (subject to finalisation) are set out in <b>Appendix A</b> to this Offer Information Statement
<b>"Securities Account"</b>	:	Securities account maintained by a Depositor with CDP (but does not include a securities sub-account)
<b>"Securities Act"</b>	:	The U.S. Securities Act of 1933, as amended
<b>"Semi-Annual Date"</b>	:	A date falling on each six-month anniversary of the Issue Date
<b>"SFA"</b>	:	Securities and Futures Act, Chapter 289 of Singapore, as amended or modified from time to time
<b>"SGX-ST"</b>	:	Singapore Exchange Securities Trading Limited
<b>"Share Registrar"</b>	:	M & C Services Private Limited
<b>"Shareholders"</b>	:	Registered holders of Shares in the Register of Members of the Company, except that where the registered holder is CDP, the term <b>"Shareholders"</b> shall, in relation to such Shares and where the context admits, mean the persons named as Depositors in the Depository Register maintained by CDP and into whose Securities Accounts those Shares are credited
<b>"Shares"</b>	:	The ordinary shares in the capital of the Company
<b>"SIAEC"</b>	:	SIA Engineering Company Limited
<b>"SIAEC Group"</b>	:	SIAEC and its subsidiaries
<b>"Singapore"</b>	:	The Republic of Singapore
<b>"Sole Lead Manager"</b>	:	DBS Bank Ltd.
<b>"SRS"</b>	:	Supplementary Retirement Scheme
<b>"SRS Account"</b>	:	An account opened by a participant in the SRS from which money may be withdrawn for, <i>inter alia</i> , payment for the Rights 2021 MCBs and excess Rights 2021 MCBs

<b>“SRS Approved Banks”</b>	:	Approved banks in which SRS Investors hold their accounts under the SRS
<b>“SRS Investors”</b>	:	Investors who have previously purchased Shares under the SRS
<b>“Substantial Shareholder”</b>	:	A person who has an interest or interests in one or more voting shares in the Company and the total votes attached to that voting share, or those voting shares, is not less than 5% of the total votes attached to all the voting shares in the Company (excluding treasury Shares held by the Company and the Special Share held by the Minister for Finance)
<b>“Take-over Code”</b>	:	The Singapore Code on Take-overs and Mergers, as amended or modified from time to time
<b>“Temasek”</b>	:	Temasek Holdings (Private) Limited
<b>“Tembusu”</b>	:	Tembusu Capital Pte. Ltd., a wholly-owned subsidiary of Temasek
<b>“Terms and Conditions of the Rights 2021 MCBs”</b>	:	The Terms and Conditions of the Rights 2021 MCBs to be set out in the Trust Deed, the text of which (subject to finalisation) is set out in <b>Appendix A</b> to this Offer Information Statement
<b>“Trustee”</b>	:	HSBC Institutional Trust Services (Singapore) Limited
<b>“Trust Deed”</b>	:	The Trust Deed to be executed by the Company to constitute the Rights 2021 MCBs and containing, <i>inter alia</i> , the provisions for the protection of the rights and interests of Rights 2021 MCB Holders
<b>“Undertaking”</b>	:	The undertaking dated 26 March 2020 given by a wholly-owned subsidiary of Temasek (namely, Tembusu) to the Company, details of which are set out in paragraph 1(f) in the section entitled <b>“Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 10 – Additional Information Required for Offer of Securities or Securities-based Derivatives Contracts by way of Rights Issue”</b> of this Offer Information Statement
<b>“Unit Share Market”</b>	:	The unit share market of the SGX-ST
<b>“U.S.” or “United States”</b>	:	The United States of America
<b>“S\$” and “cents”</b>	:	Singapore dollars and cents, respectively

**“US\$” or “US Dollar”** : United States Dollars

**“%” or “per cent.”** : Per centum or percentage

In this document, references to **“we”**, **“our”** and **“us”** mean, as the context requires, Singapore Airlines Limited on an unconsolidated basis or Singapore Airlines Limited and its subsidiaries on a consolidated basis. References to the **“Company”** are to Singapore Airlines Limited on an unconsolidated basis and references to the **“Group”** are to Singapore Airlines Limited and its subsidiaries on a consolidated basis.

The terms **“Depositor”**, **“Depository Register”** and **“Depository Agent”** shall have the same meanings ascribed to them respectively in Section 81SF of the SFA.

The term **“subsidiary”** shall have the meaning ascribed to it by Section 5 of the Companies Act. The term **“acting in concert”** shall have the meaning ascribed to it in the Take-over Code.

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 and vice versa.

References to persons shall include corporations.

Any reference in this Offer Information Statement and the Product Highlights Sheet to any enactment is a reference to that enactment as for the time being amended, modified or re-enacted. Any word defined under the Companies Act, the ITA, the SFA, the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018, the Listing Manual, the Take-over Code, or any amendment or modification thereof and not otherwise defined in this Offer Information Statement and the Product Highlights Sheet shall, where applicable, have the meaning assigned to it under the Companies Act, the ITA, the SFA, the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018, the Listing Manual, the Take-over Code, or such amendment or modification thereof, as the case may be.

Any reference to a time of day and dates in this Offer Information Statement and the Product Highlights Sheet shall be a reference to Singapore time and dates unless otherwise stated.

Any discrepancies in figures included in this Offer Information Statement and the Product Highlights Sheet between the amounts listed and the totals thereof are due to rounding. Accordingly, figures shown as totals in this Offer Information Statement and the Product Highlights Sheet may not be an arithmetic aggregation of the figures that precede them.

The information on the Company’s website, any website directly or indirectly linked to the Company’s website or any other website, is not incorporated by reference into this Offer Information Statement and should not be relied on.

## INDICATIVE TIMETABLE OF KEY EVENTS

The timetable below lists certain important dates and times relating to the Rights Issue. All dates and times referred to below are Singapore dates and times.

Lodgment of this Offer Information Statement, the Product Highlights Sheet and accompanying application forms with the MAS and dissemination of this Offer Information Statement and the Product Highlights Sheet via websites of the Company and the SGX-ST	:	Friday, 28 May 2021
Record Date	:	Friday, 28 May 2021 at 5.00 p.m.
Despatch of the OIS Notification Letter (together with the ARE or the PAL, as the case may be) to Entitled Shareholders	:	Wednesday, 2 June 2021
Commencement of trading of Rights	:	Wednesday, 2 June 2021
First date and time for acceptance of and payment for the Rights 2021 MCBs and/or applications and payment for excess Rights 2021 MCBs <sup>(1)</sup>	:	Wednesday, 2 June 2021 (9.00 a.m. for Electronic Applications through ATMs of Participating Banks or an Accepted Electronic Service)
Last date and time for splitting and trading of Rights <sup>(1)</sup>	:	Thursday, 10 June 2021 at 5.00 p.m.
Last date and time for acceptance of and payment for Rights 2021 MCBs and/or applications and payment for excess Rights 2021 MCBs <sup>(1)</sup>	:	<p>Wednesday, 16 June 2021 at 5.00 p.m. for applications made through CDP or the Share Registrar; and</p> <p>Wednesday, 16 June 2021 at 9.30 p.m. for Electronic Applications through ATMs of the Participating Banks or an Accepted Electronic Service</p>
Last date and time for application and payment for Rights 2021 MCBs by renounees <sup>(1)</sup>	:	<p>Wednesday, 16 June 2021 at 5.00 p.m. for applications made through CDP or the Share Registrar; and</p> <p>Wednesday, 16 June 2021 at 9.30 p.m. for Electronic Applications through ATMs of the Participating Banks or an Accepted Electronic Service</p>
Expected date of issuance of Rights 2021 MCBs	:	Thursday, 24 June 2021
Expected date for refund of unsuccessful applications (if made through CDP)	:	Thursday, 24 June 2021
Expected date of commencement of trading of Rights 2021 MCBs	:	Friday, 25 June 2021

**Note:**

- (1) This does not apply to CPFIS Members, SRS Investors and investors who hold Shares through a finance company and/or Depository Agent. CPFIS Members, SRS Investors and investors who hold Shares through a finance company and/or Depository Agent should see the section entitled **“Important Notice to (A) CPFIS Members, (B) SRS Investors and (C) Investors who hold Shares through a Finance Company and/or Depository Agent”** of this Offer Information Statement. Any application made by these investors directly through CDP, ATMs of a Participating Bank, an Accepted Electronic Service, the Share Registrar or the Company will be rejected. Such investors, where applicable, will receive notification letter(s) from their respective approved banks, finance company and/or Depository Agent and should refer to such notification letter(s) for details of the last date and time to submit applications to their respective approved banks, finance company and/or Depository Agent.

The above timetable is indicative only and is subject to change. As at the date of this Offer Information Statement, the Company does not expect the above timetable to be modified. However, the Company may, in consultation with the Sole Lead Manager and with the approval of the SGX-ST and/or CDP, modify the above timetable subject to any limitation under any applicable laws. In such an event, the Company will publicly announce the same through an SGXNET announcement to be posted on the internet at the SGX-ST’s website, <http://www.sgx.com>.

## SUMMARY OF THE RIGHTS ISSUE OF RIGHTS 2021 MCBs

The following is a summary of the principal terms and conditions of the Rights Issue of the Rights 2021 MCBs and is derived from, and should be read in conjunction with, the full text of this Offer Information Statement, and is qualified in its entirety by reference to information appearing elsewhere in this Offer Information Statement, including the Terms and Conditions of the Rights 2021 MCBs as set out in **Appendix A** to this Offer Information Statement.

<b>Issuer</b>	:	Singapore Airlines Limited.
<b>Basis of Provisional Allotment</b>	:	<p>The Rights 2021 MCBs are offered to Entitled Shareholders on a renounceable basis and will be issued in the denomination of S\$1.00 for each Rights 2021 MCB, on the basis of 209 Rights 2021 MCBs for every 100 existing Shares held by Entitled Shareholders (which, for the avoidance of doubt, excludes treasury Shares held by the Company and the Special Share held by the Minister for Finance) at the Record Date, fractional entitlements to be disregarded.</p> <p>For the avoidance of doubt, a Shareholder is not required to hold a minimum of 100 Shares as at the Record Date in order to be entitled to Rights 2021 MCBs. For illustrative purposes, an Entitled Shareholder who holds one (1) Share as at the Record Date will be offered two (2) Rights 2021 MCBs, after disregarding fractional entitlements.</p> <p>For the avoidance of doubt, investors holding bonds or notes issued by the Company will not be provisionally allotted Rights 2021 MCBs.</p>
<b>Size of Rights 2021 MCBs</b>	:	Based on the issued share capital of the Company as at the Latest Practicable Date of 2,964,972,975 Shares (excluding treasury Shares held by the Company and the Special Share held by the Minister for Finance), the Company will issue up to S\$6,196,793,517 in aggregate principal amount of Rights 2021 MCBs.
<b>Issue Price</b>	:	100% of the principal amount of the Rights 2021 MCBs, or S\$1.00 for each S\$1.00 in principal amount of the Rights 2021 MCBs. The Rights 2021 MCBs are payable in full upon acceptance and/or application.
<b>Gross Proceeds from the issue of the Rights 2021 MCBs</b>	:	Approximately S\$6.2 billion.
<b>Maturity Date</b>	:	8 June 2030.
<b>Coupon</b>	:	Zero coupon.



<b>Form and Denomination</b>	:	The Rights 2021 MCBs will be constituted by the Trust Deed and will be issued in registered form and in the denomination of S\$1.00 each.
<b>Status of the Rights 2021 MCBs</b>	:	The Rights 2021 MCBs will constitute direct, unconditional, unsubordinated, and unsecured obligations of the Company and shall at all times rank <i>pari passu</i> and without any preference or priority among themselves. The payment obligations of the Company under the Rights 2021 MCBs shall, save for such exceptions as may be provided by mandatory provisions of applicable law, at all times rank at least equally with all of its other present and future direct, unconditional, unsubordinated and unsecured obligations.
<b>Participation rights in distributions and/or offer of further securities</b>	:	The Rights 2021 MCB Holders have no participation rights in any distributions and/or offer of further securities made by the Company.
<b>Conversion Price and Adjustments to Conversion Price</b>	:	S\$4.84 per Share, subject to adjustments for full dividend protection and standard anti-dilution adjustments in accordance with the Terms and Conditions of the Rights 2021 MCBs.

The Conversion Price will be subject to adjustments under certain circumstances, as described below:

- (a) consolidation, subdivision, redesignation or reclassification in relation to the Shares which alters the number of Shares in issue;
- (b) capitalisation of profits or reserves;
- (c) capital distribution, dividends or Share repurchases (other than for the purposes of any Employee Share Scheme). In this regard, "Employee Share Scheme" means any scheme of the Company pursuant to which Shares or other securities (including rights or options or awards) are issued, offered or granted to directors or employees or former directors or former employees of the Company, its subsidiaries, associated companies and/or of the Company's holding company or subsidiaries of such holding company.

To the extent that Shares are repurchased by the Company for purposes of delivery to participants under an Employee Share Scheme, such Shares would be earmarked by the Company and where applicable, the earmarking of such Shares will be disclosed in the notification to be provided by the Company to the SGX-ST in respect of the Company's repurchases of Shares pursuant to Rule 886 of the Listing Manual;

- (d) rights issues of Shares or options over Shares at less than 90% of the market price;
- (e) rights issues of other securities;
- (f) issues of Shares or options over Shares at less than 90% of the market price;
- (g) issues of securities which carry rights of conversion into, or exchange or subscription for Shares at a consideration per Share at less than 90% of the market price;
- (h) modification of rights of conversion, exchange or subscription attaching to any other securities (other than, among other things, the Rights 2021 MCBs) issued and which are convertible into Shares such that the consideration per Share is less than 90% of the market price;
- (i) issue of securities in the context of an offer to Shareholders; and
- (j) in events or circumstances not otherwise provided in the Terms and Conditions of the Rights 2021 MCBs, subject to, among others, the use by the Company of a leading independent investment bank of international repute (acting as expert) to determine if the adjustment is fair and reasonable, so as to restore the economic position of the Rights 2021 MCB Holders after the occurrence of such events or circumstances, to the same position as if the diluting effect of such events or circumstances had not occurred.

Please refer to Conditions 5.3 to 5.5 of the Terms and Conditions of the Rights 2021 MCBs, as set out in **Appendix A** to this Offer Information Statement, for a list of the events which would result in adjustments to the Conversion Price and the details of the adjustment formulae.

For the avoidance of doubt, no further cash outlay will be required from the Rights 2021 MCB Holders for the conversion of the Rights 2021 MCBs into Rights 2021 MCB Conversion Shares.

<b>Initial Conversion Premium</b>	:	The Conversion Price will initially be the prevailing conversion price of the Rights 2020 MCBs, being S\$4.84 per Rights 2021 MCB Conversion Share, which represents a premium of 3.0% to S\$4.70, being the last transacted price of the Shares on the Official List of the SGX-ST on 19 May 2021, being the last trading day on which trades were done on the Shares prior to the Announcement.
<b>Mandatory Conversion at Maturity</b>	:	Unless previously redeemed or purchased and cancelled, the Company shall satisfy its obligation to redeem the Rights 2021 MCBs on the Maturity Date by mandatorily converting the Rights 2021 MCBs into Rights 2021 MCB Conversion Shares on the Maturity Date.

The number of Rights 2021 MCB Conversion Shares to be delivered to a Rights 2021 MCB Holder in respect of his holding of Rights 2021 MCBs will be determined by dividing the Final Accreted Principal Amount of the Rights 2021 MCBs held by such Rights 2021 MCB Holder as at the Maturity Date by the Conversion Price in effect at the Maturity Date.

Fractions of a Rights 2021 MCB Conversion Share will not be issued on conversion and no cash adjustments will be made in respect of such fractions of Rights 2021 MCB Conversion Shares.

For the avoidance of doubt, the Rights 2021 MCBs shall be convertible on the Maturity Date only and not at any time prior to the Maturity Date.

For so long as the Rights 2021 MCBs are represented by a global bond certificate deposited with CDP, save as provided below, a Rights 2021 MCB Holder does not need to submit a notice of conversion in order to receive the Rights 2021 MCB Conversion Shares to be delivered upon mandatory conversion of his Rights 2021 MCBs. However, if a Rights 2021 MCB Holder wishes for his Rights 2021 MCB Conversion Shares to be credited to a specified securities account (other than the securities account in which his Rights 2021 MCBs are held), he should submit a duly completed notice of conversion to the Conversion Agent before the Cut-Off Date (subject to the requirements of CDP). Furthermore, a Rights 2021 MCB Holder whose registered address is not in Singapore will have to submit a duly completed notice of conversion to the Conversion Agent as a precondition to delivery of Rights 2021 MCB Conversion Shares. If the Rights 2021 MCBs cease to be represented by a global bond certificate, a Rights 2021 MCB Holder must complete, execute and deposit by the Cut-Off Date a duly completed notice of conversion with the Conversion Agent as a precondition to delivery of Rights 2021 MCB Conversion Shares.

The Company shall, at least 30 days before the Cut-Off Date, give notice to the Rights 2021 MCB Holders of the Cut-Off Date and shall make such announcement of the Cut-Off Date as may be required under any applicable laws, regulations or rules of the SGX-ST.

**Rights 2021 MCB Conversion Shares** : The Shares to be delivered following mandatory conversion on the Maturity Date will be delivered fully paid, ranking *pari passu* in all respects with the then existing Shares, save for any dividends, rights, allotments or other distributions, the record date for which falls before the date of registration of the Shares.

**Redemption at the Option of the Company** : The Rights 2021 MCBs may be redeemed at the option of the Company in whole or in part on every Semi-Annual Date at the relevant Accreted Principal Amount as at such Semi-Annual Date.

In the case of a partial redemption of Rights 2021 MCBs, the Rights 2021 MCBs will be redeemed on a *pro-rata* basis or selected by such other method, in such place as the Trustee shall approve and in such manner as the Trustee shall deem to be appropriate and fair.

For the avoidance of doubt, the Rights 2021 MCBs are not redeemable at the option of a Rights 2021 MCB Holder.

**Final Accreted Principal Amount on Maturity Date** : Assuming that the Rights 2021 MCBs are (i) issued on 24 June 2021; (ii) not previously redeemed or purchased and cancelled prior to the Maturity Date; and (iii) converted on the Maturity Date, the Final Accreted Principal Amount in respect of each S\$1.00 in principal amount of Rights 2021 MCBs on the Maturity Date will be S\$1.69797.

Accordingly, the number of Rights 2021 MCB Conversion Shares to be delivered to a Rights 2021 MCB Holder in respect of his holding of Rights 2021 MCBs will be determined by dividing the Final Accreted Principal Amount of the Rights 2021 MCBs held by such Rights 2021 MCB Holder as at the Maturity Date by the Conversion Price in effect at the Maturity Date.

The Final Accreted Principal Amount for conversion of the Rights 2021 MCBs has been calculated on the basis of a 6% annual yield to conversion, compounded on a semi-annual basis.

**Accreted Principal  
Amount on a  
Semi-Annual Date prior  
to the Maturity Date**

: In the event that all or some of the Rights 2021 MCBs are redeemed on a Semi-Annual Date prior to the Maturity Date, the relevant Accreted Principal Amount in respect of each S\$1.00 in principal amount of Rights 2021 MCBs will be an amount equivalent to S\$1.00 in principal amount of Rights 2021 MCBs multiplied by the relevant redemption price in effect at such Semi-Annual Date.

The redemption price set out below has been calculated on the following basis:

- (a) where the redemption takes place on a Semi-Annual Date falling within the first four years of the Issue Date, an annual yield to call of 4% per annum applied to each year, compounded on a semi-annual basis. By way of illustration, assuming a Rights 2021 MCB in the principal amount of S\$1.00 is redeemed on the eighth Semi-Annual Date (i.e. at the end of the period falling four years from the Issue Date), the redemption price of that Rights 2021 MCB will be calculated on the basis of the principal amount of the Rights 2021 MCB to be redeemed multiplied by the accretion factor of 117.166% (i.e. the redemption amount would be S\$1.17166);
- (b) where the redemption takes place on a Semi-Annual Date falling within the fifth to seventh years of the Issue Date, an annual yield to call of 5% per annum applied to each year commencing from the Issue Date, compounded on a semi-annual basis. By way of illustration, assuming a Rights 2021 MCB in the principal amount of S\$1.00 is redeemed on the 14th Semi-Annual Date (i.e. at the end of the period falling seven years from the Issue Date), the redemption price of that Rights 2021 MCB will be calculated on the basis of the principal amount of the Rights 2021 MCB to be redeemed multiplied by the accretion factor of 141.297% (i.e. the redemption amount would be S\$1.41297); and

- (c) where the redemption takes place on a Semi-Annual Date (prior to the Maturity Date) falling within the eighth to ninth years of the Issue Date, an annual yield to call of 6% per annum applied to each year commencing from the Issue Date, compounded on a semi-annual basis. By way of illustration, assuming a Rights 2021 MCB in the principal amount of S\$1.00 is redeemed on the 17th Semi-Annual Date (i.e. being the Semi-Annual Date immediately prior to the Maturity Date), the redemption price of that Rights 2021 MCB will be calculated on the basis of the principal amount of the Rights 2021 MCB to be redeemed multiplied by the accretion factor of 165.285% (i.e. the redemption amount would be S\$1.65285).

<u>Semi-Annual Date</u>	<u>Redemption Price (%)</u>
1st Semi-Annual Date	102.000
2nd Semi-Annual Date	104.040
3rd Semi-Annual Date	106.121
4th Semi-Annual Date	108.243
5th Semi-Annual Date	110.408
6th Semi-Annual Date	112.616
7th Semi-Annual Date	114.869
8th Semi-Annual Date	117.166
9th Semi-Annual Date	124.886
10th Semi-Annual Date	128.008
11th Semi-Annual Date	131.209
12th Semi-Annual Date	134.489
13th Semi-Annual Date	137.851
14th Semi-Annual Date	141.297
15th Semi-Annual Date	155.797
16th Semi-Annual Date	160.471
17th Semi-Annual Date	165.285

**Accreted Principal Amount upon the Rights 2021 MCBs becoming due and payable as a result of an Event of Default**

: Assuming that the Rights 2021 MCBs become due and payable as a result of an Event of Default, the relevant Accreted Principal Amount in respect of each S\$1.00 in principal amount of Rights 2021 MCBs will be an amount equivalent to S\$1.00 in principal amount of Rights 2021 MCBs multiplied by the relevant redemption price ("**Acceleration Redemption Price**") as calculated in accordance with the following formula:

$$\text{Acceleration Redemption Price} = \text{Previous Redemption Price} \times (1 + r/2)^{d/p}$$



where,

**“Previous Redemption Price”** means the redemption price on the Semi-Annual Date immediately preceding the date on which the Rights 2021 MCBs become due and payable as a result of an Event of Default (the **“Acceleration Date”**) (or, if the Rights 2021 MCBs become due and payable prior to the first Semi-Annual Date, 100%), provided that if the Acceleration Date falls between (a) the 8th Semi-Annual Date and the 9th Semi-Annual Date, the Previous Redemption Price shall be deemed to be 121.840% and (b) the 14th Semi-Annual Date and the 15th Semi-Annual Date, the Previous Redemption Price shall be deemed to be 151.259%;

**“r”** means if the Acceleration Date falls (a) on or prior to the 8th Semi-Annual Date, 4.00%, expressed as a fraction, (b) between the 8th Semi-Annual Date and the 14th Semi-Annual Date (inclusive), 5.00%, expressed as a fraction, and (c) from the 14th Semi-Annual Date, 6.00%, expressed as a fraction;

**“d”** means the number of days from and including the immediately preceding Semi-Annual Date (or, if the Rights 2021 MCBs become due and payable before the first Semi-Annual Date, from and including the Issue Date) to, but excluding, the Acceleration Date, calculated on the basis of a 360-day year consisting of 12 months of 30 days each, and in the case of an incomplete month, the number of days elapsed; and

**“p”** means 180.

**Rights 2021 MCB  
Holder’s Put Option**

: None.

**Events of Default**

: The Terms and Conditions of the Rights 2021 MCBs will provide for Events of Default which are in line with the Rights 2020 MCBs.

If an Event of Default has occurred and is continuing, the Trustee at its discretion may (but is not obliged to), and if so requested in writing by the holders of not less than 30% in principal amount of the Rights 2021 MCBs then outstanding or if so directed by an Extraordinary Resolution of the Rights 2021 MCB Holders shall (subject to its rights under the Trust Deed to be indemnified and/or secured and/or pre-funded to its satisfaction by the Rights 2021 MCB Holders), give notice to the Company that the Rights 2021 MCBs are, and they shall accordingly thereby become, immediately due and repayable at the prevailing Accreted Principal Amount as at such date.

Please refer to Condition 9 of the Terms and Conditions of the Rights 2021 MCBs, as set out in **Appendix A** to this Offer Information Statement for further details.

<b>Modification for the benefit of the Rights 2021 MCB Holders</b>	:	Any material modification to the Terms and Conditions of the Rights 2021 MCBs which is for the benefit of the Rights 2021 MCB Holders but is materially prejudicial to the interests of the Shareholders shall not be effected without the prior approval of the Shareholders at a general meeting of the Shareholders, unless such modification is made pursuant to the Terms and Conditions of the Rights 2021 MCBs.
<b>Taxation</b>	:	All payments of the Accreted Principal Amount by or on behalf of the Company in respect of the Rights 2021 MCBs shall be made free and clear of, and without withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature (the “ <b>Taxes</b> ”) imposed, levied, collected, withheld or assessed by or within Singapore or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In such event, the Company will not pay such additional amounts in respect of any such withholding or deduction from payments in respect of the Rights 2021 MCBs for or on account of any such Taxes.
<b>Lock Up</b>	:	The Company will not issue or sell Shares for a period of 90 days from the Issue Date, save for the grant or vesting of any awards granted under the Company’s share plans or pursuant to the conversion of any Convertible Bonds.
<b>Stock Borrow</b>	:	None.
<b>Trustee</b>	:	HSBC Institutional Trust Services (Singapore) Limited.
<b>Principal Paying and Conversion Agent, Registrar and Transfer Agent</b>	:	The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch.
<b>Listing</b>	:	On 19 May 2021, the SGX-ST granted approval in-principle for the listing of and quotation for, among others, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares on the Main Board of the SGX-ST, subject to certain conditions, the details of which are set out in the section entitled “ <b>Trading</b> ” of this Offer Information Statement. The approval in-principle of the SGX-ST is not to be taken as an indication of the merits of the Rights Issue, the Rights 2021 MCBs, the Rights 2021 MCB Conversion Shares, the Rights, the Company and/or its subsidiaries.

It should be noted that the Rights 2021 MCBs may not be listed and quoted on the SGX-ST in the event of an insufficient spread of holdings of the Rights 2021 MCBs to provide for an orderly market in the Rights 2021 MCBs. Accordingly, in such event, Rights 2021 MCB Holders will not be able to trade their Rights 2021 MCBs on the SGX-ST. However, the Rights 2021 MCBs may be traded over-the-counter on the Debt Securities Clearing and Settlement System and will be cleared through CDP. In addition, if the Rights 2021 MCBs are converted into Rights 2021 MCB Conversion Shares in accordance with its terms, such Rights 2021 MCB Conversion Shares will be listed and quoted on the Main Board of the SGX-ST.

## Trading

: Upon the listing of and quotation for the Rights 2021 MCBs and Rights 2021 MCB Conversion Shares on the Main Board of the SGX-ST, the Rights 2021 MCBs and Rights 2021 MCB Conversion Shares, when issued, will be traded on the Main Board of the SGX-ST under the book-entry (scripless) settlement system. The Rights 2021 MCBs may also be traded over-the-counter on the Debt Securities Clearing and Settlement System. All dealings in and transactions (including transfers) in relation to the Rights 2021 MCBs and Rights 2021 MCB Conversion Shares effected through the SGX-ST and/or CDP shall be made in accordance with CDP's *"Terms and Conditions for Operation of Securities Account with The Central Depository (Pte) Limited"*, copies of which are available from CDP, and in the case of the Rights 2021 MCBs, additionally, the Depository Agreement, as the same may be amended from time to time.

It should be noted that the Rights 2021 MCBs may not be listed and quoted on the SGX-ST in the event of an insufficient spread of holdings of the Rights 2021 MCBs to provide for an orderly market in the Rights 2021 MCBs. Accordingly, in such event, Rights 2021 MCB Holders will not be able to trade their Rights 2021 MCBs on the SGX-ST. However, the Rights 2021 MCBs may be traded over-the-counter on the Debt Securities Clearing and Settlement System and will be cleared through CDP. In addition, if the Rights 2021 MCBs are converted into Rights 2021 MCB Conversion Shares in accordance with its terms, such Rights 2021 MCB Conversion Shares will be listed and quoted on the Main Board of the SGX-ST.

The Rights 2021 MCBs will be traded on the Main Board of the SGX-ST in board lots of 100 Rights 2021 MCBs with a principal amount of S\$100. Rights 2021 MCB Holders who hold odd lots of Rights 2021 MCBs (that is, lots other than board lots of 100 Rights 2021 MCBs with a principal amount of S\$100) and who wish to trade in odd lots on the SGX-ST are able to trade odd lots of Rights 2021 MCBs in board lots of one Rights 2021 MCB with a principal amount of S\$1.00 on the Unit Share Market.

In the case of the Rights 2021 MCB Conversion Shares, for the purposes of trading on the Main Board of the SGX-ST, each board lot of Shares will comprise 100 Shares. Shareholders who hold odd lots of Shares (that is, lots other than board lots of 100 Shares) are able to trade odd lots of Shares in board lots of one Share on the Unit Share Market.

Rights 2021 MCB Holders or, as the case may be, Shareholders who hold odd lots of Rights 2021 MCBs or, as the case may be, Shares may have difficulty and/or have to bear disproportionate transaction costs in realising the fair market price of such Rights 2021 MCBs or, as the case may be, Shares.

<b>Eligibility to participate in the Rights Issue</b>	: As there may be prohibitions or restrictions against the offering of Rights 2021 MCBs and Rights 2021 MCB Conversion Shares in certain jurisdictions, only Entitled Shareholders are eligible to participate in the Rights Issue. Please see the section entitled “ <b>Eligibility of Shareholders to Participate in the Rights Issue</b> ” of this Offer Information Statement for details on the eligibility of Shareholders to participate in the Rights Issue.
<b>Trading of provisional allotments of Rights 2021 MCBs</b>	: Entitled Depositors who wish to trade all or part of their provisional allotments of Rights 2021 MCBs on the SGX-ST can do so during the trading period for the Rights.  All dealings in and transactions (including transfers) in relation to the provisional allotment of Rights 2021 MCBs effected through the SGX-ST and/or CDP shall be made in accordance with CDP’s “ <i>Terms and Conditions for Operation of Securities Account with The Central Depository (Pte) Limited</i> ”, copies of which are available from CDP, and, additionally, the Depository Agreement, as the same may be amended from time to time.
<b>Acceptance, excess application and payment</b>	: Entitled Shareholders will be at liberty to accept, decline or renounce their provisional allotments of Rights 2021 MCBs and will be eligible to apply for additional Rights 2021 MCBs in excess of their provisional allotments under the Rights Issue.

Fractional entitlements to the Rights 2021 MCBs will be aggregated and used with provisional allotments which are not taken up or allotted for any reason to satisfy excess applications for Rights 2021 MCBs (if any) or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit for the benefit of the Company.

In the allotment of excess Rights 2021 MCBs, preference will be given to Shareholders for the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights Issue, or have representation (direct or through a nominee) on the Board of Directors will rank last in priority for rounding of odd lots and allotment of excess Rights 2021 MCBs.

The procedures for, and the terms and conditions applicable to, acceptances, renunciation and/or sales of the provisional allotments of the Rights 2021 MCBs and for the applications for excess Rights 2021 MCBs, including the different modes of acceptance or application and payment, are contained in Appendices E, F and G to this Offer Information Statement and in the ARE, the ARS and the PAL.

**Use of CPF Funds**

: The Rights 2021 MCBs are not eligible for inclusion under the CPFIS. Accordingly, CPF Funds **CANNOT** be used to pay for the acceptance of Rights 2021 MCBs, the application for excess Rights 2021 MCBs or to purchase provisional allotments of Rights 2021 MCBs from the market.

CPFIS Members who have previously bought their Shares using CPF Funds and wish to accept their Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs will need to instruct their respective approved CPF agent banks with whom they hold their CPF Investment Accounts, to accept the Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs on their behalf **USING CASH** and in accordance with the terms and conditions of this Offer Information Statement. In this regard, the Rights 2021 MCBs will not be held through the CPF Investment Account.

**Use of SRS Funds**

: SRS Investors must use, subject to applicable SRS rules and regulations, monies standing to the credit of their respective SRS Accounts to pay for the acceptance of their Rights 2021 MCBs and (if applicable) the application for excess Rights 2021 MCBs.

Such investors who wish to accept their Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs using SRS monies, must instruct the relevant SRS Approved Banks in which they hold their SRS Accounts to accept their Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs on their behalf in accordance with the terms and conditions in this Offer Information Statement.

Such investors who have insufficient funds in their SRS Accounts may, subject to the SRS contribution cap, deposit cash into their SRS Accounts with their respective SRS Approved Banks before instructing their respective SRS Approved Banks to accept their Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs on their behalf.

SRS monies may not, however, be used for the purchase of the provisional allotments of Rights 2021 MCBs directly from the market.

<b>Undertaking</b>	:	Please refer to paragraph 1(f) in the section entitled <b>“Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 10 – Additional Information Required for Offer of Securities or Securities-based Derivatives Contracts by way of Rights Issue”</b> of this Offer Information Statement.
<b>Clearing and Settlement</b>	:	The Rights 2021 MCBs will be represented by a global bond certificate registered in the name of CDP, and deposited with CDP. Except in the limited circumstances described in the provisions of the global bond certificate, owners of interests in Rights 2021 MCBs represented by the global bond certificate will not be entitled to receive definitive bond certificates in respect of their individual holdings of Rights 2021 MCBs. Rights 2021 MCBs which are represented by the global bond certificate will be transferable only in accordance with the rules and procedures for the time being of CDP.
<b>Governing Law and Jurisdiction</b>	:	The Rights 2021 MCBs will be governed by, and construed in accordance with, the laws of Singapore.
<b>Risk Factors</b>	:	Investing in the provisional allotments of Rights 2021 MCBs and the Rights 2021 MCBs involves risks. Please refer to the section entitled <b>“Risk Factors”</b> of this Offer Information Statement.



## RISK FACTORS

*To the best of the Directors' knowledge and belief, the risk factors that are material to prospective investors in making an informed judgment on the Rights Issue are set out below. Prospective investors should carefully consider and evaluate each of the following risks and all other information contained in this Offer Information Statement before making an investment decision. The Group may be affected by a number of risks that may relate to the industries and countries in which the Group operates as well as those that may generally arise from, inter alia, economic, business, market and political factors, including the risks set out herein. The risks described below are not intended to be exhaustive. There may be additional risks not presently known to the Group, or that the Group may currently deem immaterial, which could affect its operations, possibly materially. If any of the following risks and uncertainties develops into actual events, the business, financial condition or results of operations of the Company and the Group could be materially and adversely affected. In such cases, the trading price of the Rights 2021 MCBs and/or the Rights 2021 MCB Conversion Shares could decline and a prospective investor may lose all or part of his investment.*

*This Offer Information Statement contains forward-looking statements relating to events that involve risks and uncertainties. See the section entitled **"Cautionary Note on Forward-Looking Statements"** of this Offer Information Statement.*

*The Terms and Conditions of the Rights 2021 MCBs and the Trust Deed will prevail to the extent of any inconsistency with the information set out in the section entitled **"Risk Factors – Risks Relating to an Investment in the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares"** of this Offer Information Statement.*

### **Risks Relating to the Group's Business**

***The COVID-19 pandemic has had a material adverse impact on the Group's business, operating results, financial condition and liquidity, and the duration and spread of the pandemic could result in additional adverse impacts. The outbreak of other epidemics, pandemics, natural or other calamities and terrorism could also have an adverse effect on the Group's business, operating results, financial condition and liquidity.***

The COVID-19 pandemic has led to a global collapse in the demand for air travel and resulted in a significant decline in the Group's passenger revenues from February 2020. Without a domestic segment, the airlines operated by the Group are significantly more vulnerable when governments restrict the free movement of people across national borders, or ban air travel altogether to curb the spread of COVID-19.

The significant decline in passenger traffic for all three passenger airlines operated by the Group (FY2020/21 vs FY2019/20: -97.9%) resulted in a substantial reduction in passenger flown revenue, which has materially and adversely affected the Group's financial performance. In response to the collapse in demand for air travel, the Group scaled back operations in April 2020 and cut capacity to only 3% compared to pre-COVID-19 levels (i.e. January 2020). The Group subsequently grew its passenger capacity in a calibrated manner, reaching 23% of pre-COVID-19 levels at the end of March 2021.

The Group recorded a net loss of S\$4,271 million for FY2020/21, a deterioration of S\$4,059 million from the S\$212 million in net loss for FY2019/20, primarily driven by weaker operating performance, as well as non-cash impairment charges recorded during the year. The impairment charges were largely due to the removal of 45 older aircraft deemed surplus to fleet requirements (S\$1,734 million), write-down of goodwill recorded when the Company first gained control of Tiger Airways in October 2014 (S\$170 million), as well as SIAEC's impairment of base maintenance assets and intangible assets (S\$48 million). Please refer to paragraph 4 of the section entitled

**“Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 5 – Operating and Financial Review and Prospects”** for additional details on the impact of COVID-19 on the Group’s financial status.

The Group has actively taken steps to conserve cash, such as deferring non-essential capital expenditure, and working with suppliers and partners to push for cost reductions and payment rescheduling. The Group has also reached agreements with Airbus and Boeing to revise its aircraft delivery schedule, enabling it to re-calibrate the rate of introduction of capacity and defer more than S\$4 billion of capital expenditure between FY2020/21 and FY2022/23 to later years.

In addition, staff measures were implemented including cuts in staff salaries, voluntary staff release schemes, and a manpower rationalisation exercise (see the risk factor entitled **“The Group depends on its personnel, especially senior professional managers, key management staff and flight crew”** below).

While passenger capacity cuts and cost management measures have helped to reduce expenditure, many costs are unavoidable regardless of the number of flights mounted. Accordingly, such measures will not fully offset the contraction in passenger revenue.

Further, the scale of passenger capacity cuts meant the Group was in an over-hedged position with respect to fuel consumption in FY2020/21, and the expected fuel consumption for FY2021/22. Surplus hedges are classified as ineffective under applicable financial reporting standards. The Group recorded substantial mark-to-market losses on ineffective fuel hedges of S\$710 million in FY2019/20 and S\$214 million in FY2020/21. There is no assurance that further mark-to-market losses will not be experienced for the rest of FY2021/22, or beyond.

There is also no assurance as to how long it would take for travel to rebound to pre-outbreak levels. It is expected that the short-to-medium future performance of the Group will be significantly different from the past performance of the Group. The prognosis for the global airline industry remains challenging due to the significant impact of the COVID-19 pandemic. While domestic airline markets have reopened in some countries, the resurgence of COVID-19 infections as well as the spread of new variants of the virus continue to weigh on international air travel, and border controls and travel restrictions remain in place in many countries as a result. Despite efforts to embark on bilateral and multilateral travel corridors, the international airline market remains largely closed.

The outlook for international air travel also depends on the rollout of vaccinations. The rollout may be slower in some countries, especially developing economies. Even if the population is largely vaccinated, there is no guarantee that these markets will be opened for international travel.

The duration of the border controls, travel and movement restrictions and the longer-term effects of the COVID-19 pandemic on the Group’s business, are uncertain. Notwithstanding that the Singapore government has made arrangements with some countries to lift restrictions and allow limited travel with prior approval, almost all other travel has so far remained restricted. Even if air travel bubbles open, the durability of such arrangements depend on the prevailing COVID-19 situation and is subject to ongoing reviews and sudden changes.

Severe contraction in passenger capacity due to the COVID-19 pandemic resulted in significant loss of bellyhold cargo capacity across the air cargo industry. To mitigate this loss, Singapore Airlines improved the utilisation of its freighters, deployed passenger aircraft for cargo-only flights, and loaded cargo in the passenger cabin. Progressive resumption of the passenger network also partially contributed to the increase in cargo capacity. Strong air cargo demand, especially in key segments such as e-commerce, pharmaceuticals and electronics, provided strong support for both cargo loads factors and yields amid tight industry cargo capacity. This led to strong

improvements in cargo flown revenue in FY2020/21. However, there is no guarantee that this situation will last, as other airlines may also adopt measures to inject cargo capacity. If the COVID-19 situation worsens across the world, resulting in prolonged lockdowns, this may affect supply chains and consumer demand.

Apart from airlines operated by the Group, airlines operated by the Company's joint ventures and associated companies have similarly been affected in a material and adverse manner. On 21 April 2020, Virgin Australia Holdings Limited, the Company's 20% associated company at that time, announced that it had entered into voluntary administration to recapitalise the business. On 10 November 2020, the Federal Court of Australia granted leave for the administrators of Virgin Australia Holdings Limited, to transfer the shares in Virgin Australia Holdings Limited to BC Hart Aggregator, LP ("**Bain Capital**") for nil consideration. On 17 November 2020, Virgin Australia Holdings Limited announced that all of the shares in Virgin Australia Holdings Limited were transferred to Bain Capital in accordance with the aforementioned court order and was subsequently delisted from the Australia Stock Exchange. As at the Latest Practicable Date, the Company has no remaining equity interest in Virgin Australia Holdings Limited. The carrying value of the Company's investment in Virgin Australia Holdings Limited has been fully written down in prior financial periods.

On 26 June 2020, NokScoot Airlines Co., Ltd ("**NokScoot**"), a 49% owned associated company of Scoot Tigerair Pte. Ltd. ("**Scoot**"), announced that the board of directors of NokScoot had passed a resolution to liquidate NokScoot. The Group recorded a liquidation cost of S\$127 million, mainly due to the impairment of the Company's book value of seven 777-200 aircraft which had been leased to NokScoot and provisions by Scoot to cover its share of liquidation and related costs. The carrying value of the Company's investment in NokScoot has been fully written down in previous financial periods.

The Group has also recorded in FY2020/21 an impairment of goodwill of S\$170 million that was recorded when the Company first gained control of Tiger Airways in October 2014, after a review of the impact of COVID-19 on business conditions.

There is no assurance that the Company's other joint ventures or associated companies will not request for any further injection of capital from the Company (in which event the Company may experience a dilution in its shareholding interest if it does not participate in a capital injection by way of equity), or that the Company will not be required to write-down the value of its investments in certain of its joint ventures or associated companies.

Notwithstanding that a number of governments expect gross domestic product to grow in 2021, it is possible that the COVID-19 pandemic may have a prolonged impact on the aviation industry, which may have a material adverse effect on the Group's financial condition and results of operations. While governments have introduced and may introduce further support and relief measures in response to the COVID-19 pandemic, such measures are only for a finite duration and further, there is no assurance that the Group will continue to be entitled to such support and relief measures.

In addition, the emergence of more virulent COVID-19 strains or the outbreak of another contagious disease with human-to-human airborne or contact propagation effects (e.g. Avian Flu H5N1, Severe Acute Respiratory Syndrome ("**SARS**"), Ebola, Middle East respiratory syndrome coronavirus, etc.) that escalates into a regional or global epidemic or pandemic may have an adverse impact on all airlines, including Singapore Airlines which may operate to or from such affected areas and regions. The demand for air travel may be severely reduced as international and national response plans, which may include tightening of border controls and closure or restriction of access to airspace or airports around the world, are put in place to address such contagion. In addition, natural calamities such as earthquakes, floods, volcanic eruptions or tsunamis may devastate destinations and significantly reduce travel to the affected areas for a

period of time. Terrorism and war (and threats of terrorism and war) and civil/political strife may also contribute to a fear of travelling by air, or visiting particular destinations, resulting in a sharp fall in demand for air travel. These events may also result in the closure or restriction of access to airspace or airports. Given that Singapore Airlines' services depend on the availability of these facilities and the general accessibility of destinations, its business and operations could also be adversely affected by the occurrence of any such events.

***Inadequate liquidity could negatively impact the business and financial position of the Group.***

As at 31 March 2021, the Group had at its disposal, cash and short-term deposits amounting to S\$7,783 million. In addition, the Group had available short-term credit facilities of about S\$2,128 million. The Company also has a Medium Term Note Programme (“**MTN Programme**”) and Medium Term Bond Programme under which it may issue notes to meet liquidity requirements. As at 31 March 2021, the size of the MTN Programme was S\$10 billion of which S\$5,697.4 million was un-utilised, and the size of the Medium Term Bond Programme was S\$2 billion of which S\$1,250.0 million was un-utilised. Under each of the MTN Programme and Medium Term Bond Programme, debt issued by the Company may have varying maturities as agreed with the relevant dealers. Further, since the beginning of FY2020/21, the Group has raised S\$15.4 billion in fresh liquidity from the 2020 Rights Issue (S\$8.8 billion), secured aircraft financing (S\$2.1 billion), bond issuances (S\$2.0 billion), aircraft sale-and-leaseback transactions (S\$2.0 billion) and new committed lines of credit and short-term unsecured loans (S\$0.5 billion).

Should any of the Group's existing credit or borrowing facilities be cancelled, reduced or otherwise not be made available to the Group, the Group's liquidity and cash flow position may be materially and adversely affected. The Company's short term liquidity requirements may also increase as a result of the Company's obligations to refund its customers for forward tickets on flights which have been cancelled. Due to the volatile global economic climate and the current operating environment in the aviation industry as a result of the COVID-19 outbreak, it may be difficult for airlines to rely on traditional funding channels such as secured financing, sale-and-leaseback transactions and debt capital markets to mitigate liquidity and cash flow issues and there is no assurance that the Group will be able to raise financing through such funding channels on acceptable terms or at all.

***The refund of outstanding forward tickets to customers may have an impact on the short-term liquidity position of the Group.***

The Group scaled back operations in April 2020 and cut capacity to only 3% compared to pre-COVID-19 levels (i.e. January 2020). The Group subsequently grew its passenger capacity in a calibrated manner, reaching 23% of pre-COVID-19 levels at the end of March 2021. In this regard, the Company is obligated to refund its customers for any tickets on flights that have been cancelled. This had an impact on the short-term liquidity position of the Group, although this impact became less pronounced over the course of FY2020/21 as the refund backlogs were cleared. There is however no assurance that the Company's short-term liquidity requirements in relation to such refunds would not increase again.

***Fluctuations in jet fuel prices may have a significant impact on the Group's earnings.***

Historically, fuel costs have been subject to wide price fluctuations based on geopolitical issues as well as supply and demand. Due to the variety of factors that affect the price of fuel, the cost of fuel cannot be predicted with any degree of certainty.

The Group's earnings are affected by changes in the price of jet fuel. The objective of the Group's fuel risk management programme, as defined by the Company's Board Executive Committee, is to manage volatility in fuel prices. In meeting this objective, the fuel risk management programme allows for the judicious use of approved instruments such as swaps, options and collar contracts with approved counterparties and within approved credit limits.

For FY2019/20, a change in price of one US Dollar per barrel of jet fuel would have affected the Group's annual fuel costs by S\$58.9 million. This is on the assumption that uplifted fuel volume remains constant and the effects of hedging are excluded. For FY2020/21, due to the lower fuel consumption, a change in price of one US Dollar per barrel of jet fuel would have affected the Group's annual fuel costs by S\$13.5 million (excluding the effect of hedging and impact on fuel hedge ineffectiveness).

In addition, the scale of reduced flights due to the COVID-19 pandemic meant that the Group was in an over-hedged position with respect to fuel consumption in FY2020/21, and the expected consumption for FY2021/22. Accordingly, surplus hedges need to be classified as ineffective under applicable financial reporting standards. Due to these surplus hedges, the Group recorded fuel hedging ineffective losses of S\$710 million and S\$214 million in FY2019/20 and FY2020/21 respectively. There is no assurance that further mark-to-market losses will not be experienced for the rest of FY2021/22, or beyond.

***The Group is exposed to the risk of impairment in the value of its fleet and review of the Group's fleet and route network over the long-term may give rise to further material impairments on carrying fleet value.***

When acquiring a new aircraft, the Group generally enters into an agreement with the manufacturer to purchase the aircraft. As the financing decision is typically taken prior to the expected delivery of the aircraft, the Group can therefore be exposed to fluctuations in the secondary market for aircraft. When used for impairment testing, the market value of the Group's aircraft may be adversely affected by fluctuations in the exchange rate between the Singapore Dollar and the US Dollar, as the quoted aircraft market values are mainly denominated in US Dollars but the aircraft on the Group's balance sheet are accounted for and recognised in Singapore Dollars. In addition, a large number of similar aircraft brought on the market for sale within a short period of time may result in a significant downward pressure on market prices for those aircraft, as the supply becomes disproportionate to the existing demand. The impact of the COVID-19 pandemic has resulted in a significant slowdown in aircraft acquisitions, and demand for aircraft is likely to remain subdued as long as the COVID-19 pandemic persists. The financial distress caused to commercial airlines by the pandemic also creates an elevated risk that many airlines or leasing operators would simultaneously attempt to sell parts of their fleet, either to boost their liquidity or attempt to better match supply with demand. In addition, there could be attempts to liquidate aircraft fleets following airline bankruptcies, further pushing down prices in the secondary aircraft market. A decrease in the secondary market prices is likely to involve material risks for the Group, especially to the extent that the Group wishes or needs to rely on the sales proceeds of aircraft to discharge debts relating to the financing of aircraft.

Any decrease in the value of the aircraft could also have an adverse effect on the Group's financial position, should the carrying value of the aircraft need to be impaired due to the difference in the carrying value and the recoverable amount of such aircraft. In accordance with Singapore Financial Reporting Standards (International), the carrying value of the fixed assets is subject to periodic depreciation and is reviewed for impairment whenever there is an indication that their carrying values could exceed their recoverable amount. As a result of such tests, the Group is likely to be required to recognise an impairment loss in its income statement should the carrying value of the assets be in excess of their recoverable amount. Factors that could trigger an impairment of assets include, but are not limited to, changes in the market valuation of used aircraft, possible future underperformance of the Group's business relative to projected future



operating results and cash flows, negative industry or macroeconomic developments as well as changes in discount rates or applicable tax rate. The recognition of any impairment losses will generally have a material adverse effect on the Group's business, results of operations and financial condition.

During FY2020/21, the Group reviewed its fleet and longer-term route network. Given the impact of the COVID-19 pandemic on the Group's business and operations, the Group recognised an impairment of S\$1,734 million on the carrying values of older generation aircraft, with 45 aircraft deemed surplus to fleet requirements. These comprise seven A380s, four 777-300ERs, 11 777-200/200ERs, four 777-300s, eight 737-800s, nine A320s and two A319s. The impairment loss has had a material adverse effect on the Group's business, results of operations and financial condition. There is also no assurance that a further material impairment loss will not occur in a future period, whether arising from fluctuations in exchange rates, a large supply of aircraft resulting in downward pressure on aircraft prices, an inability to generate cashflows, changes in the market valuation of used aircraft or other factors.

***Geo-political events may affect demand for air travel.***

The Group's business consists substantially of carriage of passengers and freight globally. It will be affected if there is a widespread reduction in the demand for air travel arising from geo-political events that cause customers to reduce or avoid air travel, or that prevent the Group from delivering its services. For example, instability in global trade policies may contribute to periods of increased global economic uncertainty. Since 2018, the U.S. administration has called for substantial changes to trade agreements and imposed significant increases in tariffs on goods imported into the U.S., including from China, in response to which China has imposed tariffs of similar value on goods imported into China from the U.S. Uncertain and unfavourable economic conditions and, in particular, future political and economic factors which have the effect of reducing expenditure for air travel and freight services, may materially and adversely affect the Group's business, financial condition and results of operations or prospects.

***The airline industry tends to experience adverse financial performance during general economic downturns.***

International air transportation is intimately linked and correlated with economic growth. The growth or decline in economic activity directly affects demand for business travel by air and for cargo space. Economic downturns can also impact leisure travel as discretionary income is affected.

Since a substantial portion of airline travel, for both business and leisure, is discretionary, the airline industry tends to experience adverse financial performance during an economic downturn. Yields may also experience a decline as airlines may offer fare discounts in certain markets to stimulate demand.

The Group's business depends substantially on general economic conditions in Asia. As the airline industry is generally characterised by high fixed costs, including aircraft costs such as aircraft depreciation, lease rentals, maintenance and repair costs, a drop in revenue levels as a result of a slower economic cycle could have an adverse impact on the Group's financial performance. It is difficult to predict the duration and effects of an economic downturn, which may be aggravated by volatility in the financial sector and the capital markets, leading to significant market-wide liquidity problems. These conditions may adversely affect the Group's financial condition and/or results of operations in the future.



***The international aviation market is highly competitive.***

The Group's hub location in Changi Airport, Singapore, enjoys geographical advantages in linking traffic between regions. Changi Airport faces competition from the development and growth of other hub airports in the Asia Pacific and/or the Middle East that may draw traffic away or allow traffic to by-pass Changi Airport. A decline in traffic may be experienced by the Group should international air traffic patterns shift to other airports and by-pass Changi Airport.

The international aviation market is highly competitive. The Group competes for passengers with other airlines. Any liberalisation of traffic rights or change of traffic pattern in respect of a major route that the Group operates will result in increasing competition or loss in demand on that route. A significant and prolonged reduction in yields or loss of market share to competitors would impact the Group's operating results.

Airlines with different business models continue to pose potential threats to full-service airlines such as Singapore Airlines. Such business models include low-cost airlines and all premium class airlines offering similar routes. Low-cost airlines may compete on short haul sectors of up to approximately four hours, or on long-haul sectors including Asia-Europe or Asia-Australia.

***The airline industry is a highly regulated industry that may require significant costs to be incurred in meeting existing and new regulations and policies.***

Safety, environmental and similar regulations impose significant requirements and compliance costs on the Group's business. For the Group's airlines to maintain their air operator certificates, they have to comply with regulations in Singapore and elsewhere. These regulations deal mainly with safety issues from aircraft airworthiness to training of crew. Governments across the world have also become more active in regulatory intervention on issues ranging from environmental protection to anti-corruption and consumer welfare. In light of the COVID-19 pandemic, some governments have imposed additional regulations on airlines to address public health management concerns, and there is no assurance that more regulations will not be imposed. In some instances, governments may also adopt restrictive policies with respect to the issuance of certain permits and approvals. Changes in such regulations and policies, or the administration of such regulations and policies, could have an adverse impact on the Group's business by increasing costs, impeding normal service, restricting market access and benefiting its competitors. In the event that the Group does not fully comply with such laws and regulations and policies in the conduct of its business or operations, there can be no assurance that any such non-compliance would not have a material and adverse effect on the Group's business, operating results, financial position, performance or prospects. In addition, such laws and regulations and policies may be ambiguous, and their interpretations and applications may potentially be detrimental to the Group.

***The Group may face an increase in airport services related costs which represent a significant part of the Group's operating costs.***

Air traffic control, airport, transit and take-off and landing fees, as well as security charges represent a significant part of the Group's operating costs. There is no assurance that such costs will not continue to increase or that the Group will not incur new costs in Singapore or elsewhere. The Group may also be required to incur such costs even when capacity is significantly reduced. New costs could arise if, for example, airport, noise or landing charges and fees were to be levied based on environmental criteria such as aircraft noise or emission levels, or if airlines were forced to assume additional security responsibilities. Furthermore, it is possible that security regulations worldwide could be further tightened, particularly if terrorist attacks occur, and that security charges or other costs arising from security measures at airports around the world, could increase further.

If the Group is unable to pass any increases in charges, fees or other costs on to its customers, these increases could have a material and adverse effect on the Group's business, operating results, financial position, performance or prospects.

***The Group's operations are dependent on its aircraft, equipment, information technology systems and other assets, which are subject to failure risks.***

The Group's operations result in the normal wear and tear of its aircraft. The Group's equipment, information technology ("IT") systems and other assets may also break down. Consequently, the Group's aircraft, equipment, IT systems and other assets used in its operations require periodic downtime for repairs and maintenance. If the frequency of or time required for such repairs and maintenance exceeds the scheduled period, the Group's operations and financial performance may be adversely affected.

In general, the cost of maintaining an aircraft in good operating condition increases with the age of the aircraft. As the Group's aircraft fleet ages, the Group will incur increased maintenance costs. Older aircraft cost more to maintain because they have sustained more wear and tear over time.

In addition, if any extraordinary or extensive repairs to the Group's aircraft, equipment, IT systems or other assets are required, due to any catastrophic event or otherwise, the Group's aircraft, equipment, IT systems or other assets would not be available for use or deployment. While insurance proceeds may cover the costs associated with such repairs, they would only compensate for the loss of use of some of the assets to a limited degree. In the event of any such extraordinary or extensive repairs, the Group's operations could experience major disruptions. The Group's aircraft may also not be available for use or deployment in the event that there is a regulatory suspension of operation of certain aircraft. For example, the Group had in March 2019 temporarily withdrawn its 737-8 MAX fleet (comprising six aircraft) from service pending further notice in connection with the temporary suspension of operation of all variants of the 737 MAX aircraft into and out of Singapore by the Civil Aviation Authority of Singapore. The loss of its aircraft, equipment, IT systems or other assets or the inability to use its aircraft, equipment, IT systems or other assets may materially and adversely affect its business, operational results, financial position, performance or prospects.

The Group is dependent on its IT systems and third party telecommunications systems, including websites, reservations, departure control, operational systems, online booking and revenue management systems, to provide integrated services to its customers. The provision of the Group's services depends on the stability of its IT systems, and the external infrastructure network and systems of its third party providers. Both the IT systems and the external infrastructure network and systems may be vulnerable to damages or interruptions in operation due to fires, power losses, telecommunications systems failures, break-ins (whether physical or into its systems), compromises in internal controls, fraudulent activities, computer viruses, the failure of security measures or back-up systems, or other events beyond the Group's control.

***The Group may face disruption in its information technology systems or internet networks.***

The Group's cybersecurity measures may not detect or prevent all attempts to compromise its IT systems, including distributed denial-of-service attacks, viruses, malicious software, break-ins, phishing attacks, social engineering, security breaches or other attacks and similar disruptions that may jeopardise the security of information stored in and transmitted by its IT systems or that the Group otherwise maintains. Breaches of the Group's cybersecurity measures could result in unauthorised access to its IT and other systems, misappropriation of information or data (including personal data), deletion or modification of client information, or a denial-of-service or other interruption to its business operations. While the Group has disaster recovery and business

continuity plans in place, any disruption in its IT systems may result in the loss of important data and ticket sales, increased costs, and may materially and adversely affect its reputation and business.

The Group relies heavily on the internet. Any disruption in internet networks could prevent or deter people from using the internet to conduct transactions. Such disruption in turn may adversely affect the Group's business, operational results, financial position, performance or prospects.

***The Group depends on its personnel, especially senior professional managers, key management staff and flight crew.***

The successful implementation of the Group's strategy is dependent on its ability to retain a talented and motivated team of senior professional managers and key management staff, and to continue having a strong employer brand to attract new talent. The inability of the Group to hire and retain talents in critical positions may materially and adversely affect the Group's business and operations, including growth prospects.

During FY2020/21, the Company implemented measures to address the impact of the COVID-19 pandemic on the Group. These include Directors taking a reduction in their fees, as well as management and staff salary cuts that range between 10% and 35%, with the Chief Executive Officer taking the biggest salary cut.

In September 2020, the Company announced the intention to cut around 4,300 positions across Singapore Airlines, SilkAir and Scoot in Singapore and overseas. The impact of such reduction was partially mitigated by a recruitment freeze, by not filling vacancies that arose, early retirement schemes for ground staff and pilots, and a voluntary release scheme for cabin crew, which accounted for some 1,900 positions. This reduced the number of potential job cuts to around 2,400, and this was further reduced to 2,000 after an agreement was reached. This helped to align the staff numbers with the operational requirements for the near to mid-term. The Company has been working closely with its unions since the onset of this crisis, keeping them updated on developments relevant to the Group on a regular basis, and actively engaging them on the way forward where staff measures are concerned.

Notwithstanding the foregoing, the Group's business requires it to employ highly skilled, dedicated and efficient pilots, cabin crew and other ground staff for its operations. From time to time, the airline industry has experienced a shortage of skilled personnel. The Group competes against all other airlines for these highly skilled personnel. If the Group is unable to hire, train and retain qualified employees, the Group's business and operations may be materially and adversely affected.

As the Group is based in Singapore, it is obliged to comply with labour laws in Singapore which, among other things, permit collective bargaining arrangements with its unionised staff. Maintaining a collaborative relationship between management, staff and unions is vital in ensuring that the Group's strategies and objectives are met.

As at the Latest Practicable Date, the Group has not encountered any major labour disputes with its employees and generally enjoys positive relations with its employees and unions. If the Group's employee relations deteriorate, and there are labour disputes, it may have to incur significant costs to resolve such disputes, which could have a material and adverse effect on its business, operational results, financial position, performance or prospects.

***The Group may enter into joint ventures to establish strategic alliances which expose the Group to certain risks.***

From time to time the Group enters into joint ventures to establish strategic alliances and may incur obligations and liabilities as a result. Such obligations and liabilities may continue notwithstanding the termination of, or disposal by the Group of its interest in, the joint venture. Disagreements may occur between the Group and a joint venture partner regarding the business and operations of the joint venture which may not be resolved amicably. In addition, a joint venture partner of the Group may (a) have economic or business interests or goals that are not aligned with those of the Group; (b) take actions contrary to the Group's instructions, requests, policies or objectives; (c) be unable or unwilling to fulfil their obligations; (d) have financial difficulties; (e) have disputes with the Group as to the scope of their responsibilities and obligations; or (f) be involved in incidents of non-compliance with regulatory requirements, resulting in an adverse impact to the reputation of the joint venture.

If a joint venture partner of the Group (i) is unable to fulfil its contractual obligations or (ii) experiences a decline in creditworthiness, the performance of the Group's joint venture entity may be materially and adversely affected which in turn may materially and adversely affect the Group's business, operational results, financial position, performance or prospects. In the event that a joint venture's performance is materially and adversely affected, there is no assurance that the Group will not be required to write-down the value of its investments in such joint venture.

In addition, a joint venture may also request further injection of capital from the Group and its joint venture partners. In the event that the Company does not participate in such capital injection by way of equity, the Company may experience a dilution in its shareholding interest.

***The Group may not be successful in implementing its future plans.***

The Group's future plans involve numerous uncertainties and risks. These include but are not limited to, (a) the Group successfully entering into and developing new businesses which may be complementary, or which may add value to the Group's business; or (b) the Group's fleet renewal programme involving the investment in new-generation aircraft (both as a replacement for the existing fleet and for growth) to provide an enhanced travel experience to customers and which will provide better operating efficiency and lower emissions. Such plans may require substantial capital expenditure, the incurrence of working capital requirements and additional financial resources and commitments.

There is no assurance that these plans will achieve the expected results or outcomes such as an increase in revenue that will be commensurate with the Group's investment costs, or the ability to generate any cost savings, operational efficiencies and/or productivity improvements to its operations.

Since FY2017/18, the Group's capital expenditure has exceeded its internally generated cash flow as it continued to invest in more new-generation aircraft, both as a replacement for the existing fleet and for growth. To support this period, the Group had been tapping the unsecured and secured debt financing markets. Prior to the COVID-19 outbreak, the Group had expected to fund such capital expenditure through internally generated cash flow and funds raised from traditional channels such as secured financing, sale-and-leaseback transactions and debt capital markets. Following the COVID-19 outbreak, other than funding from traditional funding channels, the Group has sought to address its financing requirements through the 2020 Rights Issue and the additional issuance of the Rights 2021 MCBs. The entire capital raised from the 2020 Rights Issue and the Rights 2021 MCBs can be treated as equity, which has and will further strengthen the Company's balance sheet to support raising debt financing in the future. Nevertheless, there is no guarantee that the traditional funding channels will remain open and there is no assurance that the Group can eventually utilise such channels for future funding requirements.

As at 31 March 2021, the Group had firm orders for 128 aircraft, with options and/or purchase rights for a further 37 aircraft. These aircraft purchases are intended to enable the Group to proceed with its adoption of new-generation aircraft. These are expected to not only provide an enhanced travel experience to the Group's customers, thereby enabling Singapore Airlines to maintain its leading industry position, but also to provide better operating efficiencies and lower emissions. However, the Group's commitments in these binding aircraft orders could also prove less profitable than expected at the time of placement of the orders. If there are delays in the deliveries or if the investment in these additional aircraft does not generate the expected levels of returns, either because of a weaker revenue environment, or if certain aircraft in their operations exceed the planned operating costs or fail to meet anticipated technical performance levels, the Group's business, operating results, financial position, performance, ability to carry out its fleet renewal programme or other future plans, or prospects could be adversely affected. In the event that the operations of the Group's aircraft do not generate the cashflows as expected, the value of the aircraft to the Group would be lower and may require impairments to be recognised by the Group.

If (a) the results or outcomes of the Group's plans do not meet its expectations, (b) the Group fails to achieve a sufficient level of revenue or (c) the Group fails to manage its costs efficiently, the Group will not be able to recover its investment and its future financial performance, business operations and/or financial condition would be adversely affected.

***The Group is subject to risks of litigation.***

The Group's operations involve inherent risks to both persons and property. For example, an aviation accident could result in the loss of life and/or the loss of cargo. Defending private actions can be costly and time-consuming. If a judgment against the Group were to be rendered, the Group may be exposed to substantial financial liabilities. There is no assurance that all such liabilities are covered or adequately covered by insurance.

Due to risks of litigation, the Group is also exposed to liability arising from the normal operations of its airline business. To meet the cost of such contingencies, the Group is presently insured against liability towards passengers and third parties arising in connection with the operation of its aircraft.

***Singapore Airlines' reputation, brand image or brand name may be damaged.***

Singapore Airlines' brand and those brand names with which it is associated (including Scoot) have significant commercial value. Damage to these brand names and/or Singapore Airlines' wider reputation could have a material adverse effect on its business, operational results, financial position, performance or prospects. For example, Singapore Airlines relies on positive brand recognition to attract customers and investors. Any damage to Singapore Airlines' reputation, brand image or brand name, and damage to other brands with which it is associated, whether through a single event or a series of events, could have a material and adverse effect on Singapore Airlines' ability to market its services and attract and retain customers.

***Fluctuations in foreign exchange rates may have an impact on the financial performance of the Group.***

The Group is exposed to the effects of foreign exchange rate fluctuations because of its foreign currency denominated operating revenues and expenses. For FY2020/21, these accounted for 71.1% of total revenue and 37.3% of total operating expenses. The Group's largest currency exposures are to US Dollar, Euro, Pound Sterling, Australian Dollar, New Zealand Dollar, Japanese Yen, Indian Rupee, Hong Kong Dollar, Chinese Renminbi and Indonesian Rupiah. For FY2020/21, the Group generated a surplus in all of these currencies, with the exception of US Dollar. The deficit in US Dollar is attributable to capital expenditure, fuel costs and aircraft leasing costs which are all conventionally denominated and payable in US Dollar.



The Group manages its foreign exchange exposure by a policy of matching, as far as possible, receipts and payments in each individual currency. Surpluses of convertible currencies are sold, as soon as practicable, for US Dollars and Singapore Dollars. The Group also uses foreign currency forward contracts and option contracts to hedge a portion of its future foreign exchange exposure.

***Fluctuations in interest rates may have an impact on the financial performance of the Group.***

The Group's earnings are also affected by changes in interest rates due to the impact that such changes have on interest income and expense from short-term deposits and other interest-bearing financial assets and liabilities. The Group enters into interest rate swap contracts and interest rate cap contracts to manage interest rate costs on its financial assets and liabilities, with the prior approval of the Company's Board Executive Committee or boards of directors of the subsidiary companies of the Group.

***The investments of the Group are subject to market price risk.***

As at 31 March 2021, the Group owned investments of S\$321.7 million, out of which S\$102.7 million are subject to market rate risk. The market rate risk associated with these investments is the potential loss resulting from a decrease in market prices.

***The Group is exposed to counterparty and credit risk.***

Counterparty risks are managed by limiting aggregated exposure on all outstanding financial instruments to any individual counterparty, taking into account its credit rating. Such counterparty exposures are regularly reviewed and adjusted as necessary. This mitigates the risk of material loss arising in the event of non-performance by counterparties.

The Group has an independent Group Debts Review Committee to review the follow up actions on outstanding receivables. On a day-to-day basis, the respective Finance divisions have the primary responsibility for measuring and managing specific risk exposures.

There are no significant concentrations of credit risk other than from counterparties of cash and bank balances and derivative instruments, where transactions are limited to financial institutions possessing high credit quality and hence the risk of default is low.

The sale of passenger and cargo transportation is largely achieved through the International Air Transport Association ("IATA") accredited sales agents. The credit risk of such sales agents is relatively small owing to broad diversification. Receivables and payables among airlines are generally settled either bilaterally or via the IATA clearing house. Receivables and payables are generally netted at weekly intervals, which leads to a reduction in the risk of default.

**Risks Relating to an Investment in the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares**

***The Rights, the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares cannot be freely resold in the United States.***

The offering and delivery of the Rights, the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares in the United States is being made to certain Entitled QIBs in reliance on one or more exemptions from the registration requirements of the Securities Act. None of the Rights, the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares have been, or will be, registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, investors who are acquiring the Rights, the Rights 2021 MCBs in the



Rights Issue or who are issued the Rights 2021 MCB Conversion Shares upon conversion of the Rights 2021 MCBs on the Maturity Date should note that the Rights, the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares may not be freely resold or transferred in the United States. The Rights, the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares may only be resold, renounced, pledged, or otherwise transferred or delivered (as applicable) in an offshore transaction in accordance with Rule 904 of Regulation S, and in accordance with any applicable securities laws of the United States and of any state of the United States or in the United States pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

***An active trading market in the Rights may not develop.***

An active trading market in the Rights may not develop on the SGX-ST during the trading period for such Rights. In addition, because the trading price of the Rights depends on the trading price of the Shares, the price may be volatile and subject to the same risks as noted elsewhere in this Offer Information Statement.

***Investors may experience future dilution in the value of their Shares.***

If the Rights 2021 MCBs are not previously redeemed or purchased and cancelled, the Rights 2021 MCBs will be converted into Rights 2021 MCB Conversion Shares on the Maturity Date and the then existing Shareholders will experience dilution in their shareholding interests in the Company.

In addition, the Company has issued Rights 2020 MCBs and Convertible Bonds. If not previously redeemed or purchased and cancelled, the Rights 2020 MCBs will be converted into Rights 2020 MCB Conversion Shares on the Maturity Date and the Convertible Bonds may be converted into Shares at the option of holders, upon which the then existing Shareholders will experience dilution in their shareholding interests in the Company.

The Company may also need to raise additional funds in the future and if such additional funds are raised through the issuance by the Company of new Shares or instruments which are convertible into Shares other than on a *pro-rata* basis to the then existing Shareholders, the percentage ownership of the then existing Shareholders may be reduced and the then existing Shareholders may experience dilution in the value of their Shares.

***The Conversion Price of the Rights 2021 MCBs is not an indication of the underlying value of the Shares. Further, the Rights Issue may cause the price of the Shares to fluctuate or decrease.***

The initial Conversion Price of the Rights 2021 MCBs will be the prevailing conversion price of the Rights 2020 MCBs, being S\$4.84 per Rights 2021 MCB Conversion Share. The Conversion Price does not bear a direct relationship to the book value of the Company's assets, past operations, cash flow, earnings, financial condition or any other established criteria for value, and Shareholders should not consider the Conversion Price to be any indication of the underlying value of the Shares.

The market price for the Shares on the SGX-ST (including the Rights and the Rights 2021 MCB Conversion Shares) could be subject to significant fluctuations. Any fluctuation may be due to the market's perception of the likelihood of completion of the Rights Issue and/or be in response to various factors some of which are beyond the Company's control. Examples of such factors include but are not limited to: (a) variation in its operating results; (b) changes in securities analysts' estimates of the Group's financial performance; (c) fluctuations in stock market prices and volume; (d) general changes in rules and regulations with regard to the industry that the

Group operates in, including those that affect the demand for the Group's services; and (e) economic, credit and oil market conditions.

Any of these events could result in a decline in the market price of the Shares (including the Rights and the Rights 2021 MCB Conversion Shares) during and after the Rights Issue.

There is no assurance that the market price of the Shares will be equal to or higher than the Conversion Price of the Rights 2021 MCBs. Unless previously redeemed or purchased and cancelled, the Rights 2021 MCBs will be mandatorily converted into Rights 2021 MCB Conversion Shares on the Maturity Date at the Conversion Price in effect at the Maturity Date, regardless of whether such Conversion Price is below, equal to or higher than the prevailing market price of the Shares. If the prevailing market price of the Shares is lower than the Conversion Price in effect at the Maturity Date, Rights 2021 MCB Holders may effectively be paying a higher price for their Rights 2021 MCB Conversion Shares as compared to if they had bought Shares in the market at the prevailing market price. Further, if the market price of the Shares falls below the Conversion Price after the Rights 2021 MCBs are mandatorily converted into Rights 2021 MCB Conversion Shares, the Rights 2021 MCB Holders will suffer a loss. Furthermore, the Rights 2021 MCBs are zero coupon and Rights 2021 MCB Holders will not be paid any interest in cash on the Rights 2021 MCBs. There is also no assurance that the Rights 2021 MCBs will be redeemed in cash by the Company at the relevant Accreted Principal Amount prior to the Maturity Date.

***The Rights 2021 MCBs may not be a suitable investment for all investors.***

An investment in the Rights 2021 MCBs involves certain risks including market risk, credit risk and liquidity risk. Investors should ensure that they fully understand the nature of all these risks before making a decision to invest in the Rights 2021 MCBs. Each potential investor in the Rights 2021 MCBs must also determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Rights 2021 MCBs, the merits and risks of investing in the Rights 2021 MCBs and the information contained in this Offer Information Statement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Rights 2021 MCBs and the impact such investment will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Rights 2021 MCBs;
- (d) understand thoroughly the terms of the Rights 2021 MCBs and be familiar with any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic and other factors that may affect its investment and its ability to bear the applicable risks.

A potential investor should not invest in the Rights 2021 MCBs unless it has the expertise (either alone or with a financial adviser) to evaluate how the Rights 2021 MCBs will perform under changing conditions, the resulting effects on the value of such Rights 2021 MCBs and the impact this investment will have on the potential investor's overall investment portfolio.

Additionally, the investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) the Rights 2021 MCBs are legal investments for it, (ii) the Rights 2021 MCBs can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase of any Rights 2021 MCBs. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Rights 2021 MCBs under any applicable risk based capital or similar rules.

This Offer Information Statement and the Product Highlights Sheet are not and do not purport to be investment advice. Investors should conduct such independent investigation and analysis regarding the Rights 2021 MCBs as they deem appropriate. Investors should also consult their own legal, tax, accounting, financial and other professional advisers to assist them in determining the suitability of the Rights 2021 MCBs for them as an investment. Investors should make an investment only after they have determined that such investment is suitable for their financial investment objectives. Investors should consider carefully whether the Rights 2021 MCBs are suitable for them in light of their experience, objectives, financial position and other relevant circumstances.

***The Rights 2021 MCBs may not be listed.***

On 19 May 2021, the SGX-ST granted approval in-principle for the listing of and quotation for, among other things, the Rights 2021 MCBs on the Main Board of the SGX-ST, subject to, *inter alia*, there being a sufficient spread of holdings of the Rights 2021 MCBs to provide for an orderly market in the Rights 2021 MCBs. There is no assurance that the Rights 2021 MCBs will, upon issue, be listed and quoted on the Main Board of the SGX-ST. In the event that permission is not granted by the SGX-ST for the listing and quotation of the Rights 2021 MCBs on the Main Board of the SGX-ST due to an insufficient spread of holdings of the Rights 2021 MCBs to provide for an orderly market in the Rights 2021 MCBs or any other reason, the Company shall nevertheless proceed and complete the Rights Issue. In such event, the Rights 2021 MCBs may be traded over-the-counter on the Debt Securities Clearing and Settlement System and will be cleared through CDP. However, Rights 2021 MCB Holders will not be able to trade their Rights 2021 MCBs on the SGX-ST.

***There is no prior market for the Rights 2021 MCBs and no assurance that one will develop to provide liquidity for the Rights 2021 MCBs.***

The Rights 2021 MCBs are a new issue of securities for which there is currently no trading market. No assurance can be given that an active trading market for the Rights 2021 MCBs will develop or, if a market does develop, as to the liquidity or sustainability of any such market and the ability of the Rights 2021 MCB Holders to sell their Rights 2021 MCBs. If an active market for the Rights 2021 MCBs fails to develop or is not sustained, the trading price of the Rights 2021 MCBs could fall below the Issue Price. Even if an active market for the Rights 2021 MCBs were to develop, the Rights 2021 MCBs could trade at prices that may be lower than the Issue Price. The trading price of the Rights 2021 MCBs will depend on many factors, including (a) prevailing interest rates and the market for similar securities; (b) the Group's financial condition, financial performance and future prospects; and (c) fluctuations in the market price of the Shares.

***The Company may not be in a position to meet its payment obligations under the Rights 2021 MCBs, and there are limited remedies for non-payment under the Terms and Conditions of the Rights 2021 MCBs.***

The Rights 2021 MCBs may become due and payable as a result of an Event of Default. If such event were to occur, no assurance can be given that the Company will have enough funds to pay the relevant redemption amount for the Rights 2021 MCBs.

In addition, the right to institute proceedings against the Company is limited to circumstances where payment has become due in accordance with the Terms and Conditions of the Rights 2021 MCBs and the Company fails to make payment when due. If an Event of Default has occurred and is continuing, the Trustee at its discretion may (but is not obliged to), and if so requested in writing by the holders of not less than 30% in principal amount of the Rights 2021 MCBs then outstanding or if so directed by an Extraordinary Resolution of the Rights 2021 MCB Holders shall (subject to its rights under the Trust Deed to be indemnified and/or secured and/or pre-funded to its satisfaction by the Rights 2021 MCB Holders), give notice to the Company that the Rights 2021 MCBs are, and they shall accordingly thereby become, immediately due and repayable at the prevailing Accreted Principal Amount as at such date. The Trustee may, at its discretion and without further notice, take such actions and/or steps and/or institute such proceedings against the Company as it may think fit to enforce repayment of the Rights 2021 MCBs and to enforce the provisions of the Trust Deed. Further, Rights 2021 MCB Holders are not entitled to proceed directly against the Company to enforce the performance of any of the provisions of the Rights 2021 MCBs unless the Trustee, having become bound as aforesaid to take proceedings, fails or neglects to do so within a reasonable period and such failure or neglect is continuing.

***Rights 2021 MCB Holders will have no rights as Shareholders until they acquire Rights 2021 MCB Conversion Shares upon the mandatory conversion of the Rights 2021 MCBs.***

Unless and until the Rights 2021 MCB Holders acquire Rights 2021 MCB Conversion Shares upon the mandatory conversion of the Rights 2021 MCBs, the Rights 2021 MCB Holders will have no rights as Shareholders with respect to the Rights 2021 MCB Conversion Shares, including not having any voting rights or rights to receive dividends or other distributions with respect to the Rights 2021 MCB Conversion Shares. Rights 2021 MCB Holders who acquire Rights 2021 MCB Conversion Shares upon the mandatory conversion of the Rights 2021 MCBs will be entitled to exercise the rights of Shareholders only as to actions for which the applicable record date falls on or after the registration date in respect of the Rights 2021 MCB Conversion Shares.

***The Rights 2021 MCBs are unsecured, making them a riskier investment than if they were secured.***

The Rights 2021 MCBs constitute direct, unconditional, unsubordinated and unsecured obligations of the Company and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Company under the Rights 2021 MCBs shall, save for such exceptions as may be provided by mandatory provisions of applicable law, at all times rank at least equally with all of its other present and future direct, unconditional, unsubordinated and unsecured obligations. Claims of secured creditors will have priority over unsecured creditors, including the Rights 2021 MCB Holders. The Rights 2021 MCBs do not impose any negative pledge on the Company in relation to its present and future borrowings.

Accordingly, on a winding-up of the Company at any time prior to the Maturity Date, the Rights 2021 MCB Holders will not have recourse to any specific assets of the Company or the Group as security for outstanding payment or other obligations under the Rights 2021 MCBs owed to Rights 2021 MCB Holders and there can be no assurance that there would be sufficient value in the assets of the Company after meeting all claims ranking ahead of the Rights 2021 MCBs to discharge all outstanding payment and other obligations under the Rights 2021 MCBs owed to Rights 2021 MCB Holders.

***An investment in the Rights 2021 MCBs is subject to inflation risk.***

Rights 2021 MCB Holders may suffer erosion on the real return of their investments due to inflation. Rights 2021 MCB Holders may have an anticipated real rate of return based on expected inflation rates at the time of purchase of the Rights 2021 MCBs. An unexpected increase in inflation could reduce the actual real returns.

***An investment in the Rights 2021 MCBs is subject to Singapore taxation risk.***

The Rights 2021 MCBs are intended to be “qualifying debt securities” for the purposes of the ITA, subject to the fulfilment of certain conditions more particularly described in the section entitled “**Taxation**” of this Offer Information Statement. However, there is no assurance that such Rights 2021 MCBs will continue to enjoy the tax concessions in connection therewith should the relevant tax laws be amended or revoked at any time.

***The Rights 2021 MCBs are not redeemable at the option of the Rights 2021 MCB Holders.***

The Rights 2021 MCBs may be redeemed at the option of the Company in whole or in part on every Semi-Annual Date at the relevant Accreted Principal Amount as at such Semi-Annual Date. The Rights 2021 MCBs may become due and payable as a result of an Event of Default. However, Rights 2021 MCB Holders have no right to require the Company to redeem the Rights 2021 MCBs. Unless redeemed at the option of the Company or unless the Rights 2021 MCBs become due and payable as a result of an Event of Default, the Rights 2021 MCBs can only be disposed of by sale prior to the Maturity Date or by mandatory conversion into Rights 2021 MCB Conversion Shares on the Maturity Date. Upon such mandatory conversion, Rights 2021 MCB Holders will receive Rights 2021 MCB Conversion Shares and will not be repaid in cash. Rights 2021 MCB Holders who wish to sell their Rights 2021 MCBs may be unable to do so at a price at or above the amount they have paid for them, or at all, if insufficient liquidity exists in the market for the Rights 2021 MCBs or if permission is not granted by the SGX-ST for the listing and quotation of the Rights 2021 MCBs on the Main Board of the SGX-ST due to an insufficient spread of holdings of the Rights 2021 MCBs to provide for an orderly market in the Rights 2021 MCBs or any other reason.

***The Rights 2021 MCBs may be redeemed at the option of the Company in whole or in part on every Semi-Annual Date.***

The Rights 2021 MCBs may be redeemed at the option of the Company in whole or in part on every Semi-Annual Date at the relevant Accreted Principal Amount as at such Semi-Annual Date. The Semi-Annual Date on which the Company elects to redeem the Rights 2021 MCBs may not accord with the preference of individual Rights 2021 MCB Holders. This may be disadvantageous to Rights 2021 MCB Holders in light of prevailing market conditions or the individual circumstances of the Rights 2021 MCB Holders.

***Rights 2021 MCB Holders are subject to the Terms and Conditions of the Rights 2021 MCBs, which include provisions as to modifications, waivers and events of default.***

The Terms and Conditions of the Rights 2021 MCBs contain provisions for calling meetings of Rights 2021 MCB Holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Rights 2021 MCB Holders including Rights 2021 MCB Holders who did not attend and vote at the relevant meeting and Rights 2021 MCB Holders who voted in a manner contrary to the majority.

The Terms and Conditions of the Rights 2021 MCBs also provide that the Trustee may (but shall not be obliged to), without any consent or sanction of the Rights 2021 MCB Holders concur with the Company in making any modification (except as provided in the Terms and Conditions of the Rights 2021 MCBs), to any of the Terms and Conditions of the Rights 2021 MCBs or any of the provisions of the Trust Deed or the Agency Agreement which, in the opinion of the Trustee, it may be expedient to make, provided that the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Rights 2021 MCB Holders, or (b) which, in the opinion of the Trustee, is of a formal, minor or technical nature or to correct a manifest error or to comply with mandatory provisions of Singapore law or is required by CDP.



Further, the Terms and Conditions of the Rights 2021 MCBs provide that if an Event of Default under the Rights 2021 MCBs occurs and is continuing, the Trustee shall give notice to the Company that the Rights 2021 MCBs are immediately due and payable if so requested in writing by the holders of not less than 30% in principal amount of the Rights 2021 MCBs then outstanding or if directed by an Extraordinary Resolution of Rights 2021 MCB Holders.

Accordingly, Rights 2021 MCB Holders holding in aggregate less than 30% of the principal amount of the Rights 2021 MCBs outstanding would not be able to instruct the Trustee to declare the Rights 2021 MCBs immediately due and payable if an Event of Default under the Rights 2021 MCBs occurs and is continuing. Further, the Trustee may, at its discretion, request the Rights 2021 MCB Holders to provide pre-funding and/or an indemnity and/or security to its satisfaction before it takes action on behalf of Rights 2021 MCB Holders, as further described in the risk factor entitled **“The Trustee may request that the Rights 2021 MCB Holders provide pre-funding, indemnity and/or security to its satisfaction before it takes action on behalf of Rights 2021 MCB Holders”** below.

***Definitive bond certificates in respect of the Rights 2021 MCBs are not available to Rights 2021 MCB Holders.***

The Rights 2021 MCBs will be in the form of a global bond certificate, and no definitive bond certificates will be issued under any circumstances unless CDP is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise), CDP has announced an intention to permanently cease business and no alternative clearing system is available, CDP has notified the Company that it is unable or unwilling to act as depository for the Rights 2021 MCBs and to continue performing its duties set out in its terms and conditions for the provision of depository services and no alternative clearing system is available or an Event of Default, enforcement event or analogous event entitling a person who is for the time being shown in the records of CDP as a holder of a particular principal amount of the Rights 2021 MCBs or the Trustee to declare the Rights 2021 MCBs to be due and payable as provided in the Terms and Conditions of the Rights 2021 MCBs has occurred and is continuing.

For the purpose of the initial allocation of the Rights 2021 MCBs, investors in the Rights 2021 MCBs under the Rights Issue must already have, or must open, a direct Securities Account with CDP or a securities sub-account and/or investment account with a Depository Agent. An investor's ability to pledge his interest in the Rights 2021 MCBs to any person or otherwise take action in respect of his interest may be affected by the lack of any definitive bond certificates.

The standard terms and conditions of the securities sub-account and/or investment account of a Depository Agent may permit it to take a security interest in, or to impose other restrictions on, the Rights 2021 MCBs credited to the account or to exercise a lien, right of set-off or similar claim against investors in respect of moneys held in any of an investor's accounts maintained with it to secure any amounts which may be owing by such investor to it.

All notices to the Rights 2021 MCB Holders will be valid if published in a leading English language newspaper having general circulation in Singapore (which is expected to be The Business Times) or so long as the Company or the Rights 2021 MCBs are listed on the SGX-ST, published or announced on the website of the SGX-ST ([www.sgx.com](http://www.sgx.com)). There may, so long as the Rights 2021 MCBs is represented by a global bond certificate and such global bond certificate is held in its entirety on behalf of CDP, be substituted for such publication in such newspapers or announcement on the SGX-ST the delivery of the relevant notice to (subject to the agreement of CDP) CDP for communication by it to the Rights 2021 MCB Holders, except that if the Rights 2021 MCBs are listed on the SGX-ST and the rules of the SGX-ST so require, notice will in any event be published in accordance with the preceding sentence. Any such notice shall be deemed to have been given to the Rights 2021 MCB Holders on the seventh day after the date on which the said notice was given to CDP.

For so long as any of the Rights 2021 MCBs is represented by a global bond certificate and such global bond certificate is registered in the name of CDP, each person who is for the time being shown in the records of CDP as the holder of a particular principal amount of such Rights 2021 MCBs (in which regard any certificate or other document issued by CDP as to the principal amount of such Rights 2021 MCBs standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Company, the Principal Paying and Conversion Agent, Registrar and Transfer Agent for the Rights 2021 MCBs, all other agents of the Company and the Trustee as the holder of such principal amount of Rights 2021 MCBs other than with respect to the payment of principal, premium and any other amounts in respect of the Rights 2021 MCBs. Rights 2021 MCBs which are represented by the global bond certificate will be transferable only in accordance with the rules and procedures for the time being of CDP. Where the Rights 2021 MCBs are held by an investor in his direct Securities Account with CDP, payments from the Company in respect of the Rights 2021 MCBs will be credited through CDP. Where the Rights 2021 MCBs are held by an investor in a securities sub-account and/or investment account with a Depository Agent, the investor will have to rely on his Depository Agent to credit his account with payments. The Company, the Trustee, the Principal Paying and Conversion Agent, Registrar and Transfer Agent for the Rights 2021 MCBs and any other agent accept no responsibility for any failure or delay on the part of the Depository Agents in doing so or in respect of the performance of the contractual duties of any Depository Agent to investors.

Holders of beneficial interests in a global bond certificate will not have a direct right to vote in respect of the Rights 2021 MCBs. Instead, such holders will be permitted to act only to the extent that they are enabled to appoint appropriate proxies. Similarly, holders of beneficial interests in a global bond certificate will not have a direct right under the global bond certificate to take enforcement action against the Company except in certain limited circumstances in respect of the relevant Rights 2021 MCBs and will have to rely on their rights under the Trust Deed.

***The Trustee may request that the Rights 2021 MCB Holders provide pre-funding, indemnity and/or security to its satisfaction before it takes action on behalf of Rights 2021 MCB Holders.***

In certain circumstances (including without limitation the giving of notice to the Company if an Event of Default under the Rights 2021 MCBs occurs and is continuing and the taking of enforcement steps), the Trustee may, at its discretion, request the Rights 2021 MCB Holders to provide pre-funding and/or an indemnity and/or security to its satisfaction before it takes action on behalf of Rights 2021 MCB Holders. The Trustee shall not be obliged to take any such actions if not pre-funded, indemnified and/or secured to its satisfaction. Negotiating and agreeing to any pre-funding, indemnity and/or security can be a lengthy process and may impact on when such actions can be taken. The Trustee may not be able to take action, notwithstanding the provision of pre-funding, indemnity or security to it, in breach of the terms of the Trust Deed constituting the Rights 2021 MCBs and/or in circumstances where there is uncertainty or dispute as to the applicable laws or regulations. In such event, to the extent permitted by the relevant agreements (including the Terms and Conditions of the Rights 2021 MCBs and the Trust Deed) and applicable law, it will be for Rights 2021 MCB Holders to take such action directly.

***Application of Singapore insolvency and related laws to the Company may result in a material adverse effect on the Rights 2021 MCB Holders.***

There can be no assurance that the Company will not become bankrupt or insolvent or the subject of judicial management, schemes of arrangement, winding-up or liquidation orders or other insolvency-related proceedings or procedures. In the event of an insolvency or near insolvency of the Company, the application of certain provisions of Singapore insolvency and related laws may have a material adverse effect on the Rights 2021 MCB Holders. Without being exhaustive, below are some matters that could have a material adverse effect on the Rights 2021 MCB Holders.



Where the Company is insolvent or close to insolvent and undergoes certain insolvency procedures, there may be a moratorium against actions and proceedings which may apply in the case of judicial management, schemes of arrangement and/or winding-up in relation to the Company. It may also be possible that if a company related to the Company proposes a creditor scheme of arrangement and obtains an order for a moratorium, the Company may also seek a moratorium even if the Company is not in itself proposing a scheme of arrangement. These moratoriums can be lifted with court permission and in the case of judicial management, additionally with the permission of the judicial manager. Accordingly, if for instance there is any need for the Trustee to bring an action against the Company, the need to obtain court permission may result in delays in being able to bring or continue legal proceedings that may be necessary in the process of recovery.

Further, Rights 2021 MCB Holders may be made subject to a binding scheme of arrangement where the majority in number representing 75% in value of creditors and the court approve such scheme. In respect of company-initiated creditor schemes of arrangement, there are cram-down provisions that may apply to a dissenting class of creditors. The court may notwithstanding a single class of dissenting creditors approve a scheme provided an overall majority in number representing 75% in value of the creditors meant to be bound by the scheme have agreed to it and provided that the scheme does not unfairly discriminate and is fair and equitable to each dissenting class and the court is of the view that it is appropriate to approve the scheme. In such scenarios, Rights 2021 MCB Holders may be bound by a scheme of arrangement to which they may have dissented.

Further to the amendments that took effect on 23 May 2017 (some of which have been highlighted above), the Insolvency, Restructuring and Dissolution Bill (the “**IRD Act**”) was passed in Parliament on 1 October 2018 and has come into force on 30 July 2020. The IRD Act includes a prohibition against terminating, amending or claiming an accelerated payment or forfeiture of the term under, any agreement (including a security agreement) with a company that commences certain insolvency or rescue proceedings (and before the conclusion of such proceedings), by reason only that the proceedings are commenced or that the company is insolvent. This prohibition is not expected to apply to any contract or agreement that is, or that is directly connected with, a debenture. However, it may apply to related contracts that are not found to be directly connected with the Rights 2021 MCBs.

***The Rights 2021 MCBs could be adversely affected by a change in Singapore law or administrative practice.***

The Terms and Conditions of the Rights 2021 MCBs will be based on Singapore law in effect as at the Issue Date. No assurance can be given as to the impact of any possible judicial decision or change to Singapore law or administrative practice after such date and any such change could materially and adversely impact the Rights 2021 MCBs, including the value of the Rights 2021 MCBs.

## CLEARING AND SETTLEMENT FOR THE RIGHTS 2021 MCBs

*The following is a summary of the clearance, settlement and custody arrangements for the Rights 2021 MCBs.*

### Clearance and Settlement through CDP

The Rights 2021 MCBs, upon being accepted for clearance by CDP, will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities ("**Depository System**") maintained by CDP.

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

The Rights 2021 MCBs, upon being accepted for clearance by CDP, are to be held by CDP in the form of a global bond certificate for persons holding the Rights 2021 MCBs in Securities Accounts with CDP (together, the "**MCB Depositors**"). Delivery and transfer of the Rights 2021 MCBs between MCB Depositors is by electronic book-entries in the records of CDP only, as reflected in the Securities Accounts of MCB Depositors.

Settlement of over-the-counter trades in the Rights 2021 MCBs through the Depository System may be effected through securities sub-accounts held with Depository Agents. MCB Depositors holding the Rights 2021 MCBs in direct securities accounts with CDP, and who wish to trade Rights 2021 MCBs through the Depository System, must transfer the Rights 2021 MCBs to a securities sub-account with a Depository Agent for trade settlement.

CDP is not involved in money settlement between the Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payment of interest and repayment of principal on behalf of issuers of debt securities. Although CDP has established procedures to facilitate transfers of interests in the Rights 2021 MCBs in global form among MCB Depositors, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time.

None of the Company, the Sole Lead Manager, the Trustee, the Principal Paying and Conversion Agent, Registrar and Transfer Agent or any other agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations, including in relation to the Accepted Electronic Services.

### Custody Arrangements with Depository Agents

Definitive bond certificates or certificates representing the Rights 2021 MCBs will not be issued to individual Rights 2021 MCB Holders (except in the limited circumstances described in the provisions of the global bond certificate).

The Rights 2021 MCBs, as represented by the global bond certificate, will be credited to the accounts of the Rights 2021 MCB Holders with CDP. For so long as the Rights 2021 MCBs are represented by the global bond certificate held through CDP, the Depository Agents and individual Rights 2021 MCB Holders with direct Securities Accounts will be treated as Rights 2021 MCB Holders for all purposes other than with respect to the payment of principal, distributions or other amounts in respect of the Rights 2021 MCBs, the right to which shall be vested, as against the Company, solely in the registered holder of the global bond certificate.

**Clearing Fees**

With effect from 1 June 2014, a clearing fee for the trading of the Rights 2021 MCBs on the Main Board of the SGX-ST is payable at the rate of 0.0325% of the transaction value. The clearing fee may be subject to goods and services tax at the prevailing rate (currently 7.0%).

## ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS ISSUE

### Entitled Shareholders

Entitled Shareholders are entitled to participate in the Rights Issue, access and download this Offer Information Statement and the Product Highlights Sheet from the SGX-ST's website at <http://www.sgx.com/securities/company-announcements> or the Company's website at [https://www.singaporeair.com/en\\_UK/about-us/information-for-investors/rights-issue-mcb/](https://www.singaporeair.com/en_UK/about-us/information-for-investors/rights-issue-mcb/), and to receive the OIS Notification Letter, together with the ARE or the PAL, as the case may be, at their respective Singapore addresses.

Entitled Depositors who do not receive the OIS Notification Letter or the ARE may contact CDP during the period from the date the Rights Issue commences up to the Closing Date. Entitled Scripholders who do not receive the OIS Notification Letter or the PAL may obtain them from the Share Registrar during the period from the date the Rights Issue commences up to the Closing Date.

Entitled Shareholders will be provisionally allotted Rights 2021 MCBs under the Rights Issue on the basis of their shareholdings in the Company as at the Record Date. Entitled Shareholders are at liberty to accept (in full or in part), decline, renounce or (in the case of Entitled Depositors only) trade on the SGX-ST (during the Rights trading period prescribed by the SGX-ST) their Rights and are eligible to apply for additional Rights 2021 MCBs in excess of their provisional allotments under the Rights Issue. Fractional entitlements to the Rights 2021 MCBs will be disregarded in arriving at the Shareholders' entitlements and will, together with such Rights 2021 MCBs that are not validly taken up by Entitled Shareholders or their respective renouncee(s) or Purchaser(s), any unsold Rights of Foreign Shareholders and any Rights 2021 MCBs that are not otherwise allotted for whatever reason in accordance with the terms and conditions contained in this Offer Information Statement, the ARE, the PAL and (if applicable) the Constitution, be aggregated and used to satisfy excess Rights 2021 MCBs applications (if any), or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit for the benefit of the Company. In the allotment of excess Rights 2021 MCBs, preference will be given to the rounding of odd lots and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights Issue, or have representation (direct or through a nominee) on the board of the Company will rank last in priority for the rounding of odd lots and the allotment of excess Rights 2021 MCBs.

**All dealings in and transactions of the Rights through the SGX-ST will be effected under the book-entry (scripless) settlement system. Accordingly, the PALs, which will be issued to Entitled Scripholders, will not be valid for delivery pursuant to trades done on the SGX-ST.**

The procedures for, and the terms and conditions applicable to, acceptances, renunciation and/or sales of the Rights and for the applications for excess Rights 2021 MCBs, including the different modes of acceptance or application and payment, are contained in Appendices E, F and G to this Offer Information Statement and in the ARE, the ARS and the PAL.

Entitled Depositors should note that all notices and documents will be sent to their last registered addresses with CDP as at the Record Date.

The Rights 2021 MCBs will be represented by a global bond certificate registered in the name of CDP, and deposited with CDP. As described in the section entitled “**Summary of the Rights Issue of Rights 2021 MCBs**” of this Offer Information Statement, except in the limited circumstances described in the provisions of the global bond certificate, owners of interests in Rights 2021 MCBs represented by the global bond certificate will not be entitled to receive definitive bond certificates in respect of their individual holdings of Rights 2021 MCBs.

Accordingly, Entitled Scripholders and their renouncees who wish to accept their provisional allotments of Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs, and who wish to trade the Rights 2021 MCBs issued to them on the SGX-ST under the book-entry (scripless) settlement system, must open Securities Accounts if they have not already done so, and provide their Securities Account numbers and/or NRIC/passport numbers (in full) (for individuals) or registration numbers (for corporations) in the forms comprised in their PALs.

Notwithstanding the foregoing, investors should note that the offer and sale of, or exercise or acceptance of, or subscription for, the Rights 2021 MCBs to or by persons located or resident in jurisdictions other than Singapore may be restricted or prohibited by the laws of the relevant jurisdiction. Crediting of Rights to any Securities Account, the receipt of any Rights, or receipt of this Offer Information Statement, the OIS Notification Letter, the Product Highlights Sheet and/or any of the accompanying documents, will not constitute an offer or sale in those jurisdictions in which it will be illegal to make such offer or sale, or where such offer or sale will otherwise violate the securities laws of such jurisdictions or be restricted or prohibited. The Company reserves absolute discretion in determining whether any person may participate in the Rights Issue. Investors are cautioned to note the offering, selling and transfer restrictions set forth in the section entitled “Offering, Selling and Transfer Restrictions” of this Offer Information Statement.

#### **Foreign Shareholders**

This Offer Information Statement, the Product Highlights Sheet and the accompanying documents have not been and will not be lodged, registered or filed in any jurisdiction other than Singapore. The electronic dissemination of this Offer Information Statement and the Product Highlights Sheet and the distribution of the OIS Notification Letter and its accompanying documents, and the purchase, exercise of or subscription for Rights and/or the Rights 2021 MCBs by any persons who have registered addresses outside Singapore, or who are resident in, or citizens of countries other than Singapore, may be prohibited or restricted (either absolutely or subject to various relevant securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of those jurisdictions. For practical reasons and in order to avoid any violation of the securities legislation applicable in jurisdictions other than Singapore, this Offer Information Statement, the OIS Notification Letter, the Product Highlights Sheet and the accompanying documents will not be despatched or disseminated to Foreign Shareholders.

**Other than with respect to Entitled QIBs and certain pre-identified investors in the United Kingdom, Foreign Shareholders will not be entitled to participate in the Rights Issue. Accordingly, no provisional allotment of Rights 2021 MCBs will be made to Foreign Shareholders and no purported acceptance or application for the Rights 2021 MCBs by Foreign Shareholders will be valid.**

This Offer Information Statement, the OIS Notification Letter, the Product Highlights Sheet and the accompanying documents will also not be despatched or disseminated to persons purchasing the Rights through the book-entry (scripless) settlement system if their registered addresses with CDP are outside Singapore even if such persons are located in Singapore (“**Foreign Purchasers**”). Foreign Purchasers who wish to accept the Rights credited to their Securities Accounts should make the necessary arrangements with their respective Depository Agents or stockbrokers in Singapore.

Depositors should note that all correspondences and notices will be sent to their last registered addresses with CDP.

The Company reserves the right, but shall not be obliged, to treat as invalid any ARE, ARS or PAL which (a) appears to the Company or its agents to have been executed in any jurisdiction outside Singapore or which the Company believes may violate any applicable legislation of such jurisdiction, or (b) purports to exclude any deemed representation, warranty or confirmation. The Company further reserves the right to reject any acceptances of the Rights 2021 MCBs and/or applications for excess Rights 2021 MCBs where it believes, or has reason to believe, that such acceptances and/or applications may violate any applicable legislation of any jurisdiction.

If it is practicable to do so, the Company may, at its absolute discretion, arrange for the Rights, which would otherwise have been provisionally allotted to Ineligible Shareholders to be sold “nil-paid” on the SGX-ST as soon as practicable after commencement of trading in the Rights. Such sales may, however, only be effected if the Company, in its absolute discretion, determines that a premium can be obtained from such sales, after taking into account the expenses expected to be incurred in relation thereto.

The net proceeds from all such sales, after deduction of all expenses therefrom, will be pooled and thereafter distributed to Ineligible Shareholders in proportion to their respective shareholdings or, as the case may be, the number of Shares entered against their names in the Depository Register as at the Record Date and sent to them **AT THEIR OWN RISK** by ordinary post, provided that where the amount of net proceeds to be distributed to any single Ineligible Shareholder or persons acting to the account or benefit of any such persons is less than S\$10.00, the Company shall be entitled to retain or deal with such net proceeds as the Directors may, in their absolute discretion, deem fit in the interests of the Company and no Ineligible Shareholder or persons acting to the account or benefit of any such persons shall have any claim whatsoever against the Company, the Sole Lead Manager, CDP, the CPF Board or the Share Registrar and their respective officers in connection therewith.

Where such Rights are sold on the SGX-ST, they will be sold at such price or prices as the Company may, in its absolute discretion, decide and no Ineligible Shareholder or persons acting to the account or benefit of any such persons shall have any claim whatsoever against the Company, the Sole Lead Manager, CDP, the CPF Board or the Share Registrar and their respective officers in respect of such sales or the proceeds thereof, the Rights or the Rights 2021 MCBs represented by such Rights.

If such Rights cannot be or are not sold on the SGX-ST as aforesaid for any reason by such time as the SGX-ST shall have declared to be the last day for trading in the Rights, the Rights 2021 MCBs represented by such Rights will be issued to satisfy excess applications or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company and no Ineligible Shareholder or persons acting to the account or benefit of any such persons shall have any claim whatsoever against the Company, the Sole Lead Manager, CDP, the CPF Board or the Share Registrar and their respective officers in connection therewith.

Shareholders should note that the special arrangements described above will apply only to Ineligible Shareholders.

**Notwithstanding the above, Shareholders and any other person having access to the electronic version of this Offer Information Statement and/or the Product Highlights Sheet and/or possession of the OIS Notification Letter and/or its accompanying documents are advised to inform themselves of and to observe any legal requirements applicable thereto. No person in any territory outside Singapore receiving and/or accessing this Offer Information Statement, the OIS Notification Letter, the Product Highlights Sheet and/or the accompanying documents may treat the same as an offer, invitation or solicitation to subscribe for any Rights 2021 MCBs unless such offer, invitation or solicitation could lawfully be made without compliance with any registration or other regulatory or legal requirements in such territory.**



## OFFERING, SELLING AND TRANSFER RESTRICTIONS

No action has been taken or will be taken to permit a public offering of the Rights, the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares to occur in any jurisdiction, or the possession, circulation, distribution or dissemination of this Offer Information Statement, the OIS Notification Letter, the Product Highlights Sheet, any accompanying documents or any other material relating to the Company, the Rights, the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares in any jurisdiction where action for such purpose is required, except that this Offer Information Statement has been lodged with the MAS. Accordingly, the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares may not be offered or sold, directly or indirectly, and none of this Offer Information Statement, the OIS Notification Letter, the Product Highlights Sheet, any accompanying documents or any offering materials or advertisements in connection with the Rights, the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares may be distributed, disseminated or published in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction. Investors are advised to consult their legal counsel prior to accepting any Rights, applying for excess Rights 2021 MCBs or making any offer, sale, resale, pledge or other transfer of the Rights or the Rights 2021 MCBs.

**This Offer Information Statement, the OIS Notification Letter, the Product Highlights Sheet and the accompanying documents are being supplied to you solely for your information and may not be reproduced, redistributed or passed on, directly or indirectly, to any other person or published, in whole or in part, for any purpose.**

### United States of America

This Offer Information Statement is not for distribution, directly or indirectly, in or into the U.S. and is not an offer of securities for sale in the U.S. or in any other jurisdiction. The Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares have not been and will not be registered under the Securities Act or under any securities laws of any state or other jurisdiction of the U.S., and may not be offered, re-sold, allotted, taken up, exercised, pledged, transferred or delivered, directly or indirectly, within the U.S. except pursuant to an applicable exemption from, or a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the U.S. There will be no public offering of the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares in the U.S. Any public offering of securities to be made in the U.S. will be made by means of a prospectus that may be obtained from the Company and that will contain detailed information about the Company and management, as well as financial statements. The Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares may only be offered, sold, pledged, taken up, exercised, resold, transferred or delivered (as applicable), directly or indirectly in the U.S. or by or to U.S. persons who meet the definition of Entitled QIB.

This Offer Information Statement shall not constitute an offer to sell or a solicitation of an offer to buy shares or other securities, including the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares where such offer or solicitation would be unlawful. This Offer Information Statement may not be sent to any person or any jurisdiction in which it would not be permissible to deliver the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares or make an offer of the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares and the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares may not be offered, sold, resold, transferred or delivered, directly or indirectly, to any such person or in any such jurisdiction. The distribution of this Offer Information Statement and/or the transfer of the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares into jurisdictions other than Singapore may be prohibited or restricted by law. Persons into whose possession this



Offer Information Statement comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

In addition, until 40 days after the settlement of the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares, any offer, sale or transfer of the Rights, the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares in or into the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Any person in the U.S. or who is a U.S. person and who obtains a copy of this Offer Information Statement and who is not also an Entitled QIB must disregard the contents of this Offer Information Statement.

## Europe

This Offer Information Statement has been prepared on the basis that offers of any securities in any member state of the European Economic Area (an “**EEA Member State**”) will be made pursuant to an exemption under Article 1(4) of Regulation (EU) 2017/1129 (the “**EU Prospectus Regulation**”). Accordingly, any person making or intending to make an offer in an EEA Member State of the securities may only do so in circumstances in which no obligation arises for the Company to publish a prospectus pursuant to Article 3(1) of the EU Prospectus Regulation.

## United Kingdom

This Offer Information Statement is for distribution only to, and is directed only at, persons who (a) are outside the United Kingdom, (b) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the “**Order**”), (c) are persons falling within Article 43(2) of the Order, (d) are persons falling within Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the Order or (e) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (“**FSMA**”)) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons in (b), (c), (d) and (e) together being “**relevant persons**”). This Offer Information Statement is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Offer Information Statement relates is available only to relevant persons and will be engaged in only with relevant persons.

This Offer Information Statement has been prepared on the basis that offers of any securities in the United Kingdom will be made pursuant to an exemption under Article 1(4) of the EU Prospectus Regulation as it forms part of the United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018, subject to amendments made by the Prospectus (Amendment etc.) (EU Exit) Regulations 2019 (S1 2019/1234) (as may be amended or superseded from time to time) (the “**UK Prospectus Regulation**”). Accordingly, any person making or intending to make an offer in the United Kingdom of the securities may only do so in circumstances in which no obligation arises for the Company to publish a prospectus pursuant to Article 3(1) of the UK Prospectus Regulation.

## TRADING

### **Listing of and Quotation for the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares**

On 19 May 2021, the SGX-ST granted approval in-principle for the listing of and quotation for, among others, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares, subject to the following conditions:

- (i) compliance with the SGX-ST's listing requirements for the Rights Issue;
- (ii) a written undertaking from the Company that it will comply with Rules 704(30) and 1207(20) of the Listing Manual in relation to the use of proceeds from the Rights Issue and where proceeds are to be used for working capital purposes, the Company will disclose a breakdown with specific details on the use of proceeds for working capital in the Company's announcements on use of proceeds and in the annual report;
- (iii) a written undertaking from the Company that it will comply with Rule 877(10) of the Listing Manual with regards to the allotment of any excess Rights 2021 MCBs;
- (iv) a written confirmation from financial institution(s) as required under Rule 877(9) of the Listing Manual that the entity which has given the Undertaking has sufficient financial resources to fulfil its obligations under the Undertaking;
- (v) a written undertaking from the Company that the Terms and Conditions of the Rights 2021 MCBs comply with Rule 829 of the Listing Manual;
- (vi) a written undertaking from the Company that Rules 820 and 830 of the Listing Manual will be complied with (including a written undertaking from the Company to announce any adjustment made pursuant to the Terms and Conditions of the Rights 2021 MCBs);
- (vii) in respect of the listing of and quotation for the Rights 2021 MCBs on the Main Board of the SGX-ST, a written confirmation from the Company that there is a satisfactory spread of holders of the Rights 2021 MCBs to provide an orderly market for the Rights 2021 MCBs, in compliance with Rule 826 of the Listing Manual; and
- (viii) announcement of the conditions under which the Conversion Price may be adjusted and the conditions under which the Rights 2021 MCBs may be redeemed.

The approval in-principle of the SGX-ST is not to be taken as an indication of the merits of the Rights Issue, the Rights 2021 MCBs, the Rights 2021 MCB Conversion Shares, the Company and/or its subsidiaries.

Upon listing and quotation on the Main Board of the SGX-ST, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares will, when issued, be traded on the Main Board of the SGX-ST under the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) in relation to the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares effected through the SGX-ST and/or CDP shall be made in accordance with CDP's "*Terms and Conditions for Operation of Securities Account with The Central Depository (Pte) Limited*", copies of which are available from CDP, and in the case of the Rights 2021 MCBs, additionally, the Depository Agreement, as the same may be amended from time to time.

The Rights 2021 MCBs will be issued in registered form and in the denomination of S\$1.00 each and will be represented by a global bond certificate registered in the name of CDP, and deposited with CDP. Except in the limited circumstances described in the provisions of the global bond certificate, owners of interests in Rights 2021 MCBs represented by the global bond certificate will not be entitled to receive definitive bond certificates in respect of their individual holdings of Rights 2021 MCBs. Rights 2021 MCBs which are represented by the global bond certificate will be transferable only in accordance with the rules and procedures for the time being of CDP.

### **Arrangements for Scripless Trading**

Entitled Scripholders and their renounees who wish to accept the Rights 2021 MCBs provisionally allotted to them and (if applicable) apply for excess Rights 2021 MCBs, and who wish to trade the Rights 2021 MCBs issued to them on the SGX-ST under the book-entry (scripless) settlement system, must open and maintain Securities Accounts with CDP in their own names if they do not already maintain such Securities Accounts in order that the number of Rights 2021 MCBs and, if applicable, the excess Rights 2021 MCBs that may be allotted to them may be credited by CDP into their Securities Accounts. Entitled Scripholders and their renounees who wish to accept their provisional allotments of Rights 2021 MCBs and/or apply for the excess Rights 2021 MCBs and have their Rights 2021 MCBs credited into their Securities Accounts must fill in their Securities Account numbers and/or NRIC/passport numbers (in full) (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL. Entitled Scripholders and their renounees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers (in full) (for individuals) or registration numbers (for corporations) or who provide incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or whose particulars provided in the forms comprised in the PAL differ from those particulars in their Securities Accounts currently maintained with CDP, are liable to have their acceptances of their provisional allotments of Rights 2021 MCBs and (if applicable) applications for excess Rights 2021 MCBs rejected.

A holder of physical share certificate(s) or an Entitled Scripholder who has not deposited his share certificate(s) with CDP but wishes to trade on the SGX-ST must deposit his share certificate(s) with CDP, together with the duly executed instrument(s) of transfer in favour of CDP, and payment of S\$10.00 plus goods and services tax at the prevailing rate, and have his Securities Account credited with the number of existing Shares, as the case may be, before he can effect the desired trade.

### **Trading of Odd Lots**

Shareholders should note that the Shares are, and the Rights 2021 MCB Conversion Shares will be, quoted on the SGX-ST in board lot sizes of 100 Shares. Shareholders who hold odd lots of Shares (including Rights 2021 MCB Conversion Shares) (that is, lots other than board lots of 100 Shares) are able to trade odd lots of Shares in board lots of one Share on the Unit Share Market of the SGX-ST.

The Rights 2021 MCBs will be traded on the Main Board of the SGX-ST in board lots of 100 Rights 2021 MCBs with a principal amount of S\$100. Rights 2021 MCB Holders who hold odd lots of Rights 2021 MCBs (that is, lots other than board lots of 100 Rights 2021 MCBs with a principal amount of S\$100) and who wish to trade in odd lots on the SGX-ST are able to trade odd lots of Rights 2021 MCBs in board lots of one Rights 2021 MCB with a principal amount of S\$1.00 on the Unit Share Market.

Shareholders or Rights 2021 MCB Holders who hold odd lots of Shares or Rights 2021 MCBs (as the case may be) may have difficulty and/or have to bear disproportionate transaction costs in realising the fair market price of such Shares or Rights 2021 MCBs.

## TAKE-OVERS

### The Take-over Code

The Take-over Code regulates the acquisition of ordinary shares of, *inter alia*, corporations with a primary listing on the SGX-ST, including the Company. Except with the consent of the Securities Industry Council, where:

- (a) any person acquires whether by a series of transactions over a period of time or not, shares which (taken together with shares held or acquired by parties acting in concert with him) carry 30% or more of the voting rights of the Company; or
- (b) any person who, together with persons acting in concert with him, holds not less than 30% but not more than 50% of the voting rights in the Company and such person, or any person acting in concert with him, acquires in any period of six months additional shares carrying more than 1% of the voting rights,

such person must extend a mandatory take-over offer immediately to the holders of any class of share capital of the Company which carries votes and in which such person, or persons acting in concert with him, hold shares in accordance with the provisions of the Take-over Code. In addition to such person, each of the principal members of the group of persons acting in concert with him may, according to the circumstances of the case, have the obligation to extend an offer.

In general, the acquisition of instruments convertible into, rights to subscribe for and options in respect of new shares which carry voting rights (such as the Rights 2021 MCBs) does not give rise to an obligation to make a mandatory take-over offer under the Take-over Code. However, the exercise of any conversion rights or subscription rights or options will be considered to be an acquisition of voting rights for the purposes of the Take-over Code.

Shareholders who are in doubt as to their obligations, if any, to make a mandatory take-over offer under the Take-over Code as a result of the acquisition of and conversion of the Rights 2021 MCBs into Rights 2021 MCB Conversion Shares should consult the Securities Industry Council and/or their professional advisers.

## TAXATION

The statements made herein regarding taxation are general in nature and based on certain aspects of the tax laws of Singapore and administrative guidelines and circulars issued by the relevant authorities in force as of the date of this Offer Information Statement and are subject to any changes in such laws, administrative guidelines or circulars, or in the interpretation of these laws, guidelines or circulars, occurring after such date, which changes could be made on a retrospective basis. These laws, guidelines and circulars are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. Neither these statements nor any other statements in this Offer Information Statement are intended or are to be regarded as advice on the tax position of any holder of the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares or of any person acquiring, selling, converting or otherwise dealing with the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares or on any tax implications arising from the acquisition, sale, conversion or other dealings in respect of the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares. The statements made herein do not purport to be a comprehensive or exhaustive description of all of the tax considerations that may be relevant to a decision to purchase, own or dispose of the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares (including conversion of the Rights 2021 MCBs) and do not purport to deal with all of the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates. Entitled Shareholders are advised to consult their own tax advisers as to the Singapore or other tax consequences of the acquisition, ownership of, conversion or disposition of the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that neither the Company nor any other persons involved in this Offer Information Statement accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding, conversion or disposal of the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares.

### **General**

#### ***Individual Taxpayers***

An individual is tax resident in Singapore in a year of assessment if in the preceding year he was physically present in Singapore or exercised an employment in Singapore (other than as a director of a company) for 183 days or more, or if he resides in Singapore.

Individual taxpayers who are Singapore tax residents are subject to Singapore income tax on income accruing in or derived from Singapore. All foreign-sourced income received in Singapore on or after 1 January 2004 by a Singapore tax resident individual (except for income received through a partnership in Singapore) is exempt from Singapore income tax if the Comptroller of Income Tax in Singapore is satisfied that the tax exemption would be beneficial to the individual.

A Singapore tax resident individual is taxed at progressive rates ranging from 0% to 22%. Non-resident individuals, subject to certain exceptions and conditions, are subject to Singapore income tax on income accruing in or derived from Singapore at the rate of 22%.

#### ***Corporate Taxpayers***

A company is regarded as tax resident in Singapore if the control and management of its business is exercised in Singapore.

Corporate taxpayers who are Singapore tax residents are subject to Singapore income tax on income accruing in or derived from Singapore and, subject to certain exceptions, on foreign-sourced income received or deemed to be received in Singapore.

However, foreign-sourced income in the form of dividends, branch profits and service income received or deemed to be received in Singapore by Singapore tax resident companies on or after 1 June 2003 is exempt from tax if certain prescribed conditions are met, including the following:

- (i) such income is subject to tax of a similar character to income tax under the law of the jurisdiction from which such income is received; and
- (ii) at the time the income is received in Singapore, the highest rate of tax of a similar character to income tax (by whatever name called) levied under the law of the territory from which the income is received on any gains or profits from any trade or business carried on by any company in that territory at that time is not less than 15%.

Certain concessions and clarifications have also been announced by the Inland Revenue Authority of Singapore (“**IRAS**”) with respect to such conditions.

Non-resident corporate taxpayers, with certain exceptions, are subject to Singapore income tax on income accruing in or derived from Singapore, and on foreign-sourced income received or deemed to be received in Singapore.

The corporate tax rate in Singapore is currently 17%. In addition, three-quarters of up to the first S\$10,000 of a company’s annual normal chargeable income, and one-half of up to the next S\$190,000, is exempt from corporate tax from the year of assessment (“**YA**”) 2020 onwards. The remaining chargeable income (after the tax exemption) will be fully taxable at the prevailing corporate tax rate.

New companies will also, subject to certain conditions and exceptions, be eligible for tax exemption on three-quarters of up to the first S\$100,000 of a company’s annual normal chargeable income, and one-half of up to the next S\$100,000, a year for each of the company’s first three YAs from YA 2020 onwards. The remaining chargeable income (after the tax exemption) will be taxed at the applicable corporate tax rate.

## **Rights 2021 MCBs**

### ***Interest and other payments***

Subject to the following paragraphs, under Section 12(6) of the ITA, the following payments are deemed to be derived from Singapore:

- (a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore) or (ii) deductible against any income accruing in or derived from Singapore; or
- (b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.



Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15% final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17%. The applicable rate for non-resident individuals is currently 22%. However, if the payment is derived by a person not resident in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15%. The rate of 15% may be reduced by applicable tax treaties.

Certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including:

- (a) interest from debt securities derived on or after 1 January 2004;
- (b) discount income (not including discount income arising from secondary trading) from debt securities derived on or after 17 February 2006; and
- (c) prepayment fee, redemption premium and break cost from debt securities derived on or after 15 February 2007,

except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession.

In addition, as the issue of the Rights 2021 MCBs is solely lead-managed by DBS Bank Ltd., which is a Financial Sector Incentive (Standard Tier) Company or Financial Sector Incentive (Capital Market) Company (as defined in the ITA) at such time, and the Rights 2021 MCBs are issued as debt securities before 31 December 2023, the Rights 2021 MCBs would be qualifying debt securities (“**QDS**”) for the purposes of the ITA, to which the following treatment shall apply:

- (a) subject to certain prescribed conditions having been fulfilled (including the furnishing by the Company, or such other person as the MAS may direct, to the MAS of a return on debt securities in respect of the Rights 2021 MCBs in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Rights 2021 MCBs as the MAS may require and the inclusion by the Company in all offering documents relating to the Rights 2021 MCBs of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost is derived from the Rights 2021 MCBs by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the Rights 2021 MCBs using the funds and profits of such person’s operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the “**Qualifying Income**”) from the Rights 2021 MCBs derived by a holder who is not resident in Singapore and who (i) does not have any permanent establishment in Singapore or (ii) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Rights 2021 MCBs are not obtained from such person’s operations through a permanent establishment in Singapore, are exempt from Singapore income tax;

- (b) subject to certain conditions having been fulfilled (including the furnishing by the Company, or such other person as the MAS may direct, to the MAS of a return on debt securities in respect of the Rights 2021 MCBs in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Rights 2021 MCBs as the MAS may require), Qualifying Income from the Rights 2021 MCBs derived by any company or body of persons (as defined in the ITA) in Singapore is subject to income tax at a concessionary rate of 10% (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates); and
- (c) subject to:
  - (i) the Company including in all offering documents relating to the Rights 2021 MCBs a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Rights 2021 MCBs is not exempt from tax shall include such income in a return of income made under the ITA; and
  - (ii) the furnishing by Company, or such other person as the MAS may direct, to the MAS of a return on the debt securities in respect of the Rights 2021 MCBs in the prescribed format within such period as the MAS may specify and such other particulars as the MAS may require,

payments of Qualifying Income derived from the Rights 2021 MCBs are not subject to withholding of tax by the Company.

Notwithstanding the foregoing:

- (a) if during the primary launch of the Rights 2021 MCBs, the Rights 2021 MCBs are issued to fewer than four persons and 50% or more of the issue of the Rights 2021 MCBs is beneficially held or funded, directly or indirectly, by related parties of the Company, such Rights 2021 MCBs would not qualify as QDS; and
- (b) even though the Rights 2021 MCBs are QDS, if, at any time during the tenure of the Rights 2021 MCBs, 50% or more of the Rights 2021 MCBs which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Company, Qualifying Income derived from the Rights 2021 MCBs held by:
  - (i) any related party of the Company; or
  - (ii) any other person where the funds used by such person to acquire the Rights 2021 MCBs are obtained, directly or indirectly, from any related party of the Company,

shall not be eligible for the tax exemption or concessionary rate of tax as described above.

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

The terms “**break cost**”, “**prepayment fee**” and “**redemption premium**” are defined in the ITA as follows:

“**break cost**”, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption;

**“prepayment fee”**, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities; and

**“redemption premium”**, in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity.

References to **“break cost”**, **“prepayment fee”** and **“redemption premium”** in this Singapore tax disclosure have the same meaning as defined in the ITA.

Where interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) is derived from any of the Rights 2021 MCBs by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for QDS under the ITA (as mentioned above) shall not apply if such person acquires such Rights 2021 MCBs using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) derived from the Rights 2021 MCBs is not exempt from tax is required to include such income in a return of income made under the ITA.

#### ***Gains on disposal (including by way of conversion) of the Rights 2021 MCBs***

Singapore does not impose tax on capital gains. However, there are currently no specific laws or regulations which deal with the characterisation of capital gains, and hence, gains arising from the disposal of the Rights 2021 MCBs may be construed to be of an income nature and subject to income tax, especially if they arise from activities which are regarded as the carrying on of a trade or business in Singapore.

A conversion of the Rights 2021 MCBs into the Rights 2021 MCB Conversion Shares may be regarded as a disposal of the Rights 2021 MCBs for Singapore income tax purposes and Rights 2021 MCB Holders may consequently need to recognise a gain or loss. Such gain or loss may be income or capital in nature depending on the circumstances of the holder (e.g. whether he is trading in securities) and may or may not be taxable or deductible accordingly. Rights 2021 MCB Holders are advised to seek their own tax advice on the tax consequences to them of a conversion of the Rights 2021 MCBs into the Rights 2021 MCB Conversion Shares.

In addition, Rights 2021 MCB Holders who apply or are required to apply Singapore Financial Reporting Standard (**“FRS”**) 39, FRS 109 or Singapore Financial Reporting Standard (International) 9 (**“SFRS(I) 9”**) (as the case may be) for Singapore income tax purposes may be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Rights 2021 MCBs, irrespective of disposal, in accordance with FRS 39, FRS 109 or SFRS(I) 9 (as the case may be), even though no sale, disposal or conversion is made. Please see the section below on “Adoption of FRS 39, FRS 109 and SFRS(I) 9 for Singapore income tax purposes”.

#### ***Adoption of FRS 39, FRS 109 and SFRS(I) 9 for Singapore income tax purposes***

Section 34A of the ITA provides for the tax treatment for financial instruments in accordance with FRS 39 (subject to certain exceptions and “opt-out” provisions) to taxpayers who are required to comply with FRS 39 for financial reporting purposes. The IRAS has also issued a circular entitled “Income Tax Implication Arising from the Adoption of FRS 39 – Financial Instruments: Recognition and Measurement”.

FRS 109 or SFRS(I) 9 (as the case may be) is mandatorily effective for annual periods beginning on or after 1 January 2018, replacing FRS 39. Section 34AA of the ITA requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. The IRAS has also issued a circular entitled “Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments”.

Rights 2021 MCB Holders or holders of Rights 2021 MCB Conversion Shares who may be subject to the tax treatment under Sections 34A or 34AA of the ITA should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding, conversion or disposal of the Rights 2021 MCBs or the Rights 2021 MCB Conversion Shares.

## **Rights 2021 MCB Conversion Shares**

### ***Dividend Distributions***

Dividends received in respect of the Rights 2021 MCB Conversion Shares by either a resident or non-resident of Singapore are not subject to Singapore income tax and Singapore withholding tax, on the basis that the Company is tax resident in Singapore.

With effect from 1 January 2008, all Singapore-resident companies are under the one-tier corporate tax system (“**one-tier system**”). Under the one-tier system, the tax on corporate profits is final and dividends paid by a Singapore resident company will be tax exempt in the hands of a shareholder, regardless of whether the shareholder is a company or an individual and whether or not the shareholder is a Singapore tax resident.

### ***Gains on Disposal of the Rights 2021 MCB Conversion Shares***

Singapore does not impose tax on capital gains (i.e. gains which are considered to be capital in nature) but imposes tax on income. There are no specific laws or regulations which deal with the characterisation of whether a gain is income or capital in nature. Gains arising from the disposal of the Rights 2021 MCB Conversion Shares may be construed to be of an income nature and subject to Singapore income tax, especially if they arise from activities which are regarded as the carrying on of a trade or business in Singapore.

Holders of the Rights 2021 MCB Conversion Shares who apply or are required to apply FRS 39, FRS 109 or SFRS(I) 9 (as the case may be) for Singapore income tax purposes may be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Rights 2021 MCB Conversion Shares, irrespective of disposal, in accordance with FRS 39, FRS 109 or SFRS(I) 9 (as the case may be). Please see the section entitled “**Adoption of FRS 39, FRS 109 and SFRS(I) 9 for Singapore income tax purposes**” above.

### **Stamp Duty**

There is no stamp duty payable in respect of the issuance and holding of the Rights 2021 MCB Conversion Shares.

Singapore stamp duty is payable on a transfer of the Rights 2021 MCB Conversion Shares if there is an instrument of transfer executed in Singapore or if there is an instrument of transfer executed outside Singapore which is received in Singapore. In such situations, stamp duty is payable on the instrument of transfer of the Rights 2021 MCB Conversion Shares at the rate of 0.2% of the consideration for, or market value of, the Rights 2021 MCB Conversion Shares, whichever is higher.

The stamp duty is borne by the purchaser unless there is an agreement to the contrary. Where an instrument of transfer is executed outside Singapore or no instrument of transfer is executed, no stamp duty is payable on the acquisition of the Rights 2021 MCB Conversion Shares. However, stamp duty may be payable if the instrument of transfer is executed outside Singapore and is received in Singapore.

Stamp duty is not applicable to electronic transfers of the Rights 2021 MCB Conversion Shares through the scripless trading system operated by CDP.

### **Estate Duty**

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

**SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES  
(OFFERS OF INVESTMENTS) (SECURITIES AND SECURITIES-BASED  
DERIVATIVES CONTRACTS) REGULATIONS 2018**

**PART 2 – IDENTITY OF DIRECTORS, ADVISERS AND AGENTS**

**Directors**

1. Provide the names and addresses of each of the directors or equivalent persons of the relevant entity.

<b>Names of Directors</b>	<b>Addresses</b>
Peter Seah Lim Huat	Airline House 25 Airline Road Singapore 819829
Goh Choon Phong	Airline House 25 Airline Road Singapore 819829
Gautam Banerjee	Airline House 25 Airline Road Singapore 819829
Simon Cheong Sae Peng	Airline House 25 Airline Road Singapore 819829
David Gledhill	Airline House 25 Airline Road Singapore 819829
Goh Swee Chen	Airline House 25 Airline Road Singapore 819829
Dominic Ho Chiu Fai	Airline House 25 Airline Road Singapore 819829
Hsieh Tsun-yan	Airline House 25 Airline Road Singapore 819829
Lee Kim Shin	Airline House 25 Airline Road Singapore 819829



## Advisers

### 2. Provide the names and addresses of –

#### (a) the issue manager to the offer, if any;

##### **Sole Lead Manager**

##### **Address**

DBS Bank Ltd.

12 Marina Boulevard  
Marina Bay Financial Centre Tower 3  
Singapore 018982

#### (b) the underwriter to the offer, if any; and

None.

#### (c) the legal adviser for or in relation to the offer, if any.

##### **Legal Adviser to the Company as to Singapore law**

##### **Address**

Allen & Gledhill LLP

One Marina Boulevard  
#28-00  
Singapore 018989

##### **Legal Adviser to the Company as to United States federal securities and English laws**

##### **Address**

Milbank LLP

12 Marina Boulevard  
Marina Bay Financial Centre  
#36-03 Tower 3  
Singapore 018982

##### **Legal Adviser to the Sole Lead Manager as to Singapore law**

##### **Address**

Allen & Gledhill LLP

One Marina Boulevard  
#28-00  
Singapore 018989

## Registrars and Agents

3. Provide the names and addresses of the relevant entity's registrars, transfer agents and receiving bankers for the securities or securities-based derivatives contracts being offered, where applicable.

### Share Registrar

### Addresses

M & C Services Private Limited

112 Robinson Road  
#05-01  
Singapore 068902

### Receiving Bank for the Rights Issue

DBS Bank Ltd.

12 Marina Boulevard  
Marina Bay Financial Centre Tower 3  
Singapore 018982

### Trustee for the Rights 2021 MCBs

HSBC Institutional Trust Services  
(Singapore) Limited

10 Marina Boulevard  
Marina Bay Financial Centre  
Tower 2, #45-01  
Singapore 018983

### Principal Paying and Conversion Agent, Registrar and Transfer Agent for the Rights 2021 MCBs

The Hongkong and Shanghai Banking  
Corporation Limited, Singapore Branch

10 Marina Boulevard  
Marina Bay Financial Centre  
Tower 2, #45-01  
Singapore 018983

## PART 3 – OFFER STATISTICS AND TIMETABLE

### Offer Statistics

1. **For each method of offer, state the number of the securities or securities-based derivatives contracts being offered.**

Renounceable Rights Issue of up to S\$6,196,793,517 in aggregate principal amount of Rights 2021 MCBs, in the denomination of S\$1.00 for each Rights 2021 MCB, at the Issue Price of 100% of the principal amount of the Rights 2021 MCBs, on the basis of 209 Rights 2021 MCBs for every 100 existing Shares held by Entitled Shareholders (which, for the avoidance of doubt, excludes treasury Shares held by the Company and the Special Share held by the Minister for Finance) at the Record Date, fractional entitlements to be disregarded.

Assuming that the Company issues S\$6,196,793,517 in aggregate principal amount of Rights 2021 MCBs and none of the Rights 2021 MCBs are redeemed or purchased and cancelled prior to the Maturity Date, based on the initial Conversion Price of S\$4.84 (assuming no adjustments to the Conversion Price), 2,173,960,638 Rights 2021 MCB Conversion Shares shall be allotted and issued by the Company, assuming the full conversion of all of the Rights 2021 MCBs on the Maturity Date.

### Method and Timetable

2. **Provide the information mentioned in paragraphs 3 to 7 of this Part to the extent applicable to –**

(a) **the offer procedure; and**

(b) **where there is more than one group of targeted potential investors and the offer procedure is different for each group, the offer procedure for each group of targeted potential investors.**

Please refer to paragraphs 3 to 7 below.

3. **State the time at, date on, and period during which the offer will be kept open, and the name and address of the person to whom the purchase or subscription applications are to be submitted. If the exact time, date or period is not known on the date of lodgment of the offer information statement, describe the arrangements for announcing the definitive time, date or period. State the circumstances under which the offer period may be extended or shortened, and the duration by which the period may be extended or shortened. Describe the manner in which any extension or early closure of the offer period must be made public.**

Please refer to the section entitled “**Indicative Timetable of Key Events**” of this Offer Information Statement.

The procedures for, and the terms and conditions applicable to, acceptances, renunciation and/or sales of the Rights and for the applications for excess Rights 2021 MCBs, including the different modes of acceptance or application and payment, are contained in Appendices E, F and G to this Offer Information Statement and in the ARE, the ARS and the PAL.

As at the date of this Offer Information Statement, the Company does not expect the timetable set out in the section entitled “**Indicative Timetable of Key Events**” of this Offer Information Statement to be modified. However, the Company may, in consultation with the Sole Lead Manager and with the approval of the SGX-ST and/or CDP, modify the timetable subject to any limitation under any applicable laws. In that event, the Company will publicly announce the same through an SGXNET announcement to be posted on the internet at the SGX-ST’s website, <http://www.sgx.com>.

**4. State the method and time limit for paying up for the securities or securities-based derivatives contracts and, where payment is to be partial, the manner in which, and dates on which, amounts due are to be paid.**

The Rights 2021 MCBs are payable in full upon acceptance and/or application. Details of the methods of payment for the Rights 2021 MCBs are contained in Appendices E, F and G to this Offer Information Statement.

Please refer to the section entitled “**Indicative Timetable of Key Events**” of this Offer Information Statement for the last date and time for payment for the Rights 2021 MCBs and, if applicable, excess Rights 2021 MCBs.

**5. State, where applicable, the methods of and time limits for –**

- (a) the delivery of the documents evidencing title to the securities or securities-based derivatives contracts being offered (including temporary documents of title, if applicable) to subscribers or purchasers; and**
- (b) the book-entry transfers of the securities or securities-based derivatives contracts being offered in favour of subscribers or purchasers.**

The Rights 2021 MCBs will be provisionally allotted to Entitled Shareholders by crediting the Rights to Entitled Depositors so that the Rights are available for trading on or around 2 June 2021 or through the despatch of the PALs to Entitled Scripholders on or about 2 June 2021.

The Rights 2021 MCBs will be represented by a global bond certificate registered in the name of CDP, and deposited with CDP. Except in the limited circumstances described in the provisions of the global bond certificate, owners of interests in Rights 2021 MCBs represented by the global bond certificate will not be entitled to receive definitive bond certificates in respect of their individual holdings of Rights 2021 MCBs. Upon crediting of the Rights 2021 MCBs to the Securities Accounts of the relevant subscribers, it is expected that CDP will send to the relevant subscriber, at the relevant subscriber’s own risk, a notification letter stating the number of Rights 2021 MCBs credited to the relevant subscriber’s Securities Account.

Entitled Scripholders and their renounees who wish to accept the Rights 2021 MCBs provisionally allotted to them and (if applicable) apply for excess Rights 2021 MCBs, and who wish to trade the Rights 2021 MCBs issued to them on the SGX-ST under the book-entry (scripless) settlement system, must open and maintain Securities Accounts with CDP in their own names if they do not already maintain such Securities Accounts in order that the number of Rights 2021 MCBs and, if applicable, excess Rights 2021 MCBs that may be allotted to them may be credited by CDP into their Securities Accounts. Entitled Scripholders and their renounees who wish to accept their provisional allotments of Rights 2021 MCBs and/or apply for excess Rights 2021 MCBs and have their Rights 2021 MCBs credited into their Securities Accounts must fill in their Securities Account numbers and/or NRIC/passport numbers (in full) (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL. Entitled Scripholders and their renounees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers (in full) (for individuals) or registration numbers (for corporations) or who provide incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or whose particulars provided in the forms comprised in the PAL differ from those particulars in their Securities Accounts currently maintained with CDP, are liable to have their acceptances of their provisional allotments of Rights 2021 MCBs and (if applicable) applications for excess Rights 2021 MCBs rejected.

Please refer to Appendices E, F and G to this Offer Information Statement and the ARE, ARS and PAL for further details.

6. **In the case of any pre-emptive rights to subscribe for or purchase the securities or securities-based derivatives contracts being offered, state the procedure for the exercise of any right of pre-emption, the negotiability of such rights and the treatment of such rights which are not exercised.**

Save for the Rights Issue, none of the Shareholders have pre-emptive rights to subscribe for the Rights 2021 MCBs. Please refer to Appendices E, F and G to this Offer Information Statement and the ARE, ARS and PAL for details on the procedures for the acceptance of the Rights, application for excess Rights 2021 MCBs, trading of the Rights on the SGX-ST and the treatment of Rights which are not accepted.

7. **Provide a full description of the manner in which results of the allotment or allocation of the securities or securities-based derivatives contracts are to be made public and, where appropriate, the manner for refunding excess amounts paid by applicants (including whether interest will be paid).**

#### **Results of the Rights Issue**

As soon as practicable after the Closing Date, the Company will announce the results of the allotment of the Rights 2021 MCBs through an SGXNET announcement to be posted on the internet at the SGX-ST's website, <http://www.sgx.com>.

#### **Manner of Refund**

When any acceptance for Rights 2021 MCBs and/or excess application is invalid or unsuccessful, the amount paid on acceptance and/or application will be returned or refunded to such applicants without interest or any share of revenue or other benefit arising therefrom within 14 days after the Closing Date, by any one or a combination of the following:

- (a) where the acceptance and/or application had been made through CDP, by crediting their designated bank account via CDP's Direct Crediting Service or in the case where refunds are to be made to Depository Agents or Member Companies, by means of telegraphic transfer. In the event that an applicant is not subscribed to CDP's Direct Crediting Service, any monies to be returned or refunded will be retained by CDP and credited to his Cash Ledger and subject to the same terms and conditions as Cash Distributions under CDP's "*Terms and Conditions for Operation of Securities Account with The Central Depository (Pte) Limited*" (Cash Ledger and Cash Distributions are as defined herein) (such retention by CDP being a good discharge of the Company's and the Sole Lead Manager's obligations);
- (b) where the acceptance and/or application had been made through the Share Registrar, by means of a crossed cheque in Singapore currency drawn on a bank in Singapore and sent by ordinary post at their own risk to their mailing address in Singapore as maintained with the Share Registrar; and
- (c) where the acceptance and/or application had been made through Electronic Applications through an ATM of a Participating Bank or an Accepted Electronic Service, by crediting their bank accounts with the relevant bank at their own risk, the receipt by such bank being a good discharge of the Company's, the Sole Lead Manager's and CDP's obligations.

Please refer to Appendices E, F and G to this Offer Information Statement for details of refunding excess amounts paid by applicants.

## PART 4 – KEY INFORMATION

### Use of Proceeds from Offer and Expenses Incurred

1. In the same section, provide the information set out in paragraphs 2 to 7 of this Part.

Please refer to paragraphs 2 to 7 below.

2. Disclose the estimated amount of the proceeds from the offer (net of the estimated amount of expenses incurred in connection with the offer) (called in this paragraph and paragraph 3 of this Part the net proceeds). Where only a part of the net proceeds will go to the relevant entity, indicate the amount of the net proceeds that will be raised by the relevant entity. If none of the proceeds will go to the relevant entity, provide a statement of that fact.

The estimated net proceeds from the Rights Issue (after deducting estimated expenses incurred in connection with the Rights Issue) are expected to be approximately S\$6.2 billion (“**Net Proceeds**”).

All Net Proceeds will go to the Company.

3. Disclose how the net proceeds raised by the relevant entity from the offer will be allocated to each principal intended use. If the anticipated proceeds will not be sufficient to fund all of the intended uses, disclose the order of priority of such uses, as well as the amount and sources of other funds needed. Disclose also how the proceeds will be used pending their eventual utilisation for the proposed uses. Where specific uses are not known for any portion of the proceeds, disclose the general uses for which the proceeds are proposed to be applied. Where the offer is not fully underwritten on a firm commitment basis, state the minimum amount which, in the reasonable opinion of the directors or equivalent persons of the relevant entity, must be raised by the offer of securities or securities-based derivatives contracts.

The Company intends to utilise the Net Proceeds for the following purposes:

Purpose	Amount	Percentage of Proceeds	Use of Proceeds
Operating cashflow	S\$2.0 billion	32%	To fund fixed costs and other operating expenses
Capital expenditure	S\$2.7 billion	44%	To fund aircraft and aircraft related payments and investments in digital capabilities
Other fixed commitments	S\$1.5 billion	24%	To be used for debt service and other contractual payments
Total	S\$6.2 billion	100%	

Pending the deployment of the Net Proceeds, such Net Proceeds may be deposited with banks and/or financial institutions or used for investment in short-term money markets or debt instruments, repayment of short-term debts or used for other purposes on a short-term basis as the Directors may deem appropriate in the interests of the Company.



The foregoing represents the Company's best estimate of its allocation of the Net Proceeds based on its current plans and estimates regarding its anticipated expenditures. Actual expenditures may vary from these estimates and the Company may find it necessary or advisable to re-allocate the Net Proceeds within the categories described above or to use portions of the Net Proceeds for other purposes. In the event that the Company decides to reallocate the Net Proceeds or use portions for other purposes, it will publicly announce its intention to do so through a SGXNET announcement to be posted on the internet at the SGX-ST's website, <http://www.sgx.com>.

A wholly-owned subsidiary of Temasek (namely, Tembusu) has given the Undertaking to the Company to, *inter alia*, subscribe for, or procure the subscription of, Temasek's *pro-rata* entitlement to the Rights 2021 MCBs under the Rights Issue. It has also undertaken to subscribe for, or procure the subscription of any unsubscribed Rights 2021 MCBs remaining after the fulfilment of valid applications by other Shareholders for the same under the terms of the Rights Issue. Given the provision of the Undertaking, the Company has certainty that the Rights Issue will be fully subscribed.

**4. For each dollar of the proceeds from the offer that will be raised by the relevant entity, state the estimated amount that will be allocated to each principal intended use and the estimated amount that will be used to pay for expenses incurred in connection with the offer.**

For each dollar of the gross proceeds of up to approximately S\$6.2 billion due to the Company from the Rights Issue, the Company will use:

- (a) approximately S\$0.32 to fund fixed costs and other operating expenses;
- (b) approximately S\$0.44 to fund aircraft and aircraft related payments and investments in digital capabilities;
- (c) approximately S\$0.24 for debt service and other contractual payments; and
- (d) approximately S\$0.0003 to pay for the expenses incurred in connection with the Rights Issue.

**5. If any material part of the proceeds to be raised by the relevant entity will be used, directly or indirectly, to acquire or refinance the acquisition of any asset, business or entity, briefly describe the asset, business or entity and state its purchase price. Provide information on the status of the acquisition and the estimated completion date. Where funds have already been expended for the acquisition, state the amount that has been paid by the relevant entity, or, if the relevant entity is the holding company or holding entity of a group, the amount that has been paid by the relevant entity or any other entity in the group as at the latest practicable date. If the asset, business or entity has been or will be acquired from an interested person of the relevant entity, identify the interested person and state how the cost to the relevant entity is or will be determined and whether the acquisition is on an arm's length basis.**

The Group intends to utilise approximately S\$2.7 billion of the Net Proceeds for capital expenditure (for aircraft and aircraft related payments and investments in digital capabilities).

As at 31 March 2021, the Group has 128 aircraft on firm order, which are expected to be delivered from FY2021/22 onwards. None of such aircraft is being acquired from an interested person of the Company. As at the Latest Practicable Date, no decision has been taken to earmark any of the Net Proceeds towards the payment of the purchase price in respect of any particular aircraft. As disclosed in the Company's news release dated 9 February 2021, the Group's estimated capital expenditure for aircraft and aircraft related payments for the period from FY2021/22 to FY2024/25 is S\$15.6 billion.

6. If any material part of the proceeds to be raised by the relevant entity will be used to discharge, reduce or retire the indebtedness of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, of the group, describe the maturity of such indebtedness and, for indebtedness incurred within the past year, the uses to which the proceeds giving rise to such indebtedness were put.

The Company intends to utilise the Net Proceeds for operating cashflow, capital expenditure and other fixed commitments (including for debt service and other contractual payments).

As at the Latest Practicable Date, the Company has not identified any specific indebtedness to be discharged, reduced or retired using a material part of the Net Proceeds.

As at 31 March 2021, the Group has S\$907.1 million in borrowings which are repayable within one year and S\$10,564.8 million which are repayable after one year. The borrowings incurred in FY2020/21 were mainly used to fund the deficit cash flow from operating activities, capital expenditures and repayment of borrowings.

After accounting for the above, there is a net cash inflow of S\$5,130.3 million during FY2020/21. Please refer to **Appendix D** to this Offer Information Statement for the audited consolidated statement of cash flows of the Group for FY2020/21.

7. In the section containing the information mentioned in paragraphs 2 to 6 of this Part or in an adjoining section, disclose the amount of discount or commission agreed upon between the underwriters, or other placement or selling agents in relation to the offer, and the person making the offer. If it is not possible to state the amount of discount or commission, the method by which it is to be determined must be explained.

Not applicable. The Rights Issue will not be underwritten by a financial institution.

#### Information on the Relevant Entity

8. Provide the following information:

- (a) the address and telephone and facsimile numbers of the relevant entity's registered office and principal place of business (if different from those of its registered office), and the email address of the relevant entity or a representative of the relevant entity;

Registered Office and Principal Place of Business	:	Airline House 25 Airline Road Singapore 819829
Telephone Number	:	+65 6541 5314
Facsimile Number	:	+65 6546 7469
E-mail Address	:	brenton_wu@singaporeair.com.sg

- (b) the nature of the operations and principal activities of the relevant entity or, if it is the holding company or holding entity of a group, of the group;

### **Business Activities of the Group**

The Group provides commercial airline services to destinations in Asia, the United States of America, Australia, Europe, the Middle East, Africa, and New Zealand from its hub at Singapore's Changi Airport. The principal activities of the Group consist of passenger and cargo air transportation, engineering services, training of pilots, air charters and tour wholesaling and related activities, which are carried out through Singapore Airlines and its major subsidiaries, namely, SilkAir, Budget Aviation Holdings (that operates under the "Scoot" brand) and SIAEC.

The table below shows the contribution of various business units to the Group's revenue and operating profit:

### **Analysis by business activity (Group)**

	Revenue		Operating (Loss)/Profit	
	FY2020/21 (S\$' million)	FY2019/20 (S\$' million)	FY2020/21 (S\$' million)	FY2019/20 (S\$' million)
<b>Singapore Airlines</b>	3,450.4	13,012.7	(1,701.7)	294.2
<b>SilkAir</b>	34.9	906.0	(219.8)	(112.3)
<b>Budget Aviation Holdings</b>	212.3	1,680.6	(569.7)	(197.7)
<b>SIAEC</b>	443.0	994.1	(19.0)	67.7
<b>Others</b>	128.2	198.0	(3.9)	9.5
	4,268.8	16,791.4	(2,514.1)	61.4
<b>Inter-segment transactions</b>	(452.9)	(815.5)	1.6	(2.3)
<b>Total</b>	3,815.9	15,975.9	(2,512.5)	59.1

### **Singapore Airlines**

Singapore Airlines focuses on its core airline business, with key stakes in airline-related services in order to maintain high quality and safety standards. Singapore Airlines also supplements its organic growth through partnerships and strategic stakes in other airlines, and related businesses that provide alternative sources of income.

### **Passenger Airlines Operations**

Singapore Airlines has a geographically diversified revenue base from passenger operations. Prior to the COVID-19 pandemic, Singapore Airlines derived 67.9% of its passenger revenue (by route region) from routes to destinations outside East Asia in FY2019/20. By area of original sale, the contribution from regions outside of East Asia was 48.4%. This diversification has allowed it to develop international connectivity through its hub in Singapore, reduce its reliance on any particular country or region outside its base, and enable the airline to reallocate capacity when required, thus enhancing the stability of Singapore Airlines' revenue stream.

Singapore Airlines' Passenger Revenue by Route Region:

	<b>FY2019/20</b>	
	<b>(S\$' million)</b>	<b>%</b>
<b>East Asia</b>	3,330.5	32.1
<b>Americas</b>	1,654.6	15.9
<b>Europe</b>	2,318.4	22.3
<b>South West Pacific</b>	2,039.3	19.6
<b>West Asia and Africa</b>	1,049.5	10.1
<b>Passenger Revenue</b>	10,392.3	100.0

Singapore Airlines' Passenger Revenue by Area of Original Sale:

	<b>FY2019/20</b>	
	<b>(S\$' million)</b>	<b>%</b>
<b>East Asia</b>	5,356.7	51.6
<b>Americas</b>	844.5	8.1
<b>Europe</b>	1,716.0	16.5
<b>South West Pacific</b>	1,716.8	16.5
<b>West Asia and Africa</b>	758.3	7.3
<b>Passenger Revenue</b>	10,392.3	100.0

**Fleet**

Singapore Airlines has a modern fleet with relatively few aircraft types and engine types. Such fleet commonality reduces maintenance and training costs. As at 31 March 2021, the Group's operating fleet consisted of 168 aircraft as follows:

<b>Aircraft Type</b>	<b>Owned</b>	<b>Operating Lease</b>	<b>Number of Aircraft<sup>^</sup></b>	<b>Average Age in Years (y) and Months (m)</b>	<b>On firm order</b>	<b>On Option/ Purchase Rights</b>
<b>Singapore Airlines:</b>						
777-300ER	20	3	23	11y 0m	0	0
A380-800	10	2	12	6y 7m	0	0
A330-300	0	3	3	5y 8m	0	0
A350-900	46	6	52	2y 8m	12	0
787-10	14	1	15	2y 4m	13	6
737-800	0	8	8	6y 5m	0	0
747-400F	7	0	7	17y 4m	0	0
<b>Sub-total</b>	<b>97</b>	<b>23</b>	<b>120</b>	<b>5y 9m</b>	<b>25*</b>	<b>6</b>
<b>SilkAir:</b>						
737-800	0	1	1	5y 6m	0	0
<b>Sub-total</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>5y 6m</b>	<b>0</b>	<b>0</b>

Aircraft Type	Owned	Operating Lease	Number of Aircraft <sup>^</sup>	Average Age in Years (y) and Months (m)	On firm order	On Option/ Purchase Rights
<b>Scoot:</b>						
787-8	10	0	10	4y 8m	3	0
787-9	10	0	10	4y 5m	4	0
A320	0	22	22	8y 6m	0	0
A320neo	3	2	5	1y 4m	28	11
<b>Sub-total</b>	<b>23</b>	<b>24</b>	<b>47</b>	<b>6y 1m</b>	<b>35</b>	<b>11</b>
<b>Total</b>	<b>120</b>	<b>48</b>	<b>168</b>	<b>5y 10m</b>	<b>60*</b>	<b>17</b>

**Notes:**

<sup>^</sup> Excludes non-operating fleet of 28 aircraft under Singapore Airlines (including seven 777-200s that were previously leased to NokScoot), 19 aircraft under SilkAir (including the six grounded 737-8 MAX) and four aircraft under Scoot. Including these, there were 219 aircraft under the Group's fleet as at 31 March 2021.

<sup>\*</sup> Excludes 31 777-9s on firm order (six with purchase rights), 31 737-8 MAX on firm order (14 with purchase rights) and six A321neos on firm order. Including these, the order book will amount to 128 aircraft (37 with options/purchase rights). There are also an additional 10 A321neos which are on direct lease to Scoot.

To hedge its exposure to aircraft residual value risk, Singapore Airlines has, from June 1997, used the sale and leaseback market to dispose of some of its aircraft. In a sale and leaseback transaction, an investor purchases the aircraft and leases it back to Singapore Airlines via an operating lease for an agreed fixed term. In certain cases, aircraft are also acquired on direct operating leases. As at 31 March 2021, 48 aircraft in the Group's operating fleet were on operating leases, of which 23 were leased by Singapore Airlines. An additional four aircraft (one A350-900 and three 787-10s) have been sold and leased back in April 2021.

### Route Network

Prior to the COVID-19 outbreak, Singapore Airlines served 67 destinations, including Singapore, while the Group (Singapore Airlines, SilkAir and Scoot) operated an extensive and well-connected international route network, covering 137 destinations in 37 countries and territories as at 31 December 2019.

As international travel demand was severely curtailed by the COVID-19 outbreak, Singapore Airlines' route network was reduced to 47 destinations, while the Group's passenger network was reduced to 60 destinations as at 31 March 2021.

### Cargo Operations

SIA Cargo, which operated as a subsidiary of the Group prior to 1 April 2018, was reintegrated into Singapore Airlines on 1 April 2018 to improve efficiency and strengthen the support for the cargo business through greater synergy with Singapore Airlines. It operated a fleet of seven 747-400 freighters as at 31 March 2021. It also manages and markets the bellyhold capacity of all airlines within the Group, namely Singapore Airlines, SilkAir and Scoot.

SIA Cargo's key service capabilities include the following areas:

- reliable service ensuring timely uplift and delivery for both small and large shipments, including guaranteed uplift services to meet customers' time-sensitive needs;
- expertise in transporting various specialised commodities such as perishable goods, race cars for Formula One, aerospace engines, odd-sized oil and gas equipment, as well as live animals around the world;
- an extensive global network, achieved with the SIA group of airlines, offering greater choice and flexibility for customers worldwide;
- continuous enhancement of information technology applications to improve staff productivity and enhance customer experience;
- professional and safe handling of time and temperature sensitive pharmaceutical shipments via THRU COOL, a dedicated pharmaceutical service, which taps on its CEIV Pharma certified network and Coolport at its Singapore hub. This capability enabled SIA Cargo to transport COVID-19 vaccines;
- CEIV Fresh certified for handling perishable products through the Singapore hub. With THRU FRESH, a perishables cargo service, Singapore Airlines meets the industry's highest standards with regard to food and safety and preventing food waste along the supply chain; and
- short transit times due to convenient flight connections at its hub in Singapore ensure shipments across the world in good time.

### **Major subsidiaries**

Singapore Airlines conducts its other principal business activities through the subsidiaries described below.

### **SIAEC**

SIAEC is an established maintenance, repair and overhaul ("**MRO**") partner to global airline customers, as well as aerospace equipment manufacturers in the Asia Pacific region. It provides line maintenance services at 30 airports strategically located across seven countries, and a suite of integrated MRO solutions on some of the most advanced and widely used commercial aircraft in the world.

At its one-stop maintenance facility in Singapore, SIAEC offers MRO services to more than 80 international carriers and aerospace equipment manufacturers. The facility comprises six hangars, including one of the world's first purpose-built hangars to house the A380 aircraft. Another three hangars are located in Clark, the Philippines, allowing SIAEC to extend its reach to airline customers around the region.

SIAEC's portfolio of 23 subsidiaries, as well as a wide range of joint ventures with strategic partners and leading original equipment manufacturers ("**OEMs**"), complements its suite of MRO services.



## **SilkAir**

SilkAir is a Singapore-based regional airline that serves destinations in the Asia Pacific region from its base at Singapore's Changi Airport. As the regional wing of Singapore Airlines, SilkAir extends the Group's footprint in the Asia Pacific by offering connections from Singapore to many diverse points in the region.

As at 31 March 2021, SilkAir's operating fleet had reduced to only one 737-800 aircraft. This excludes the six 737-8 MAX aircraft that were withdrawn from service due to the global grounding of the aircraft type since March 2019.

The full integration of SilkAir into Singapore Airlines is on track and scheduled for completion in FY2021/22. This encompasses a full re-branding of SilkAir as Singapore Airlines, starting with the 737-800 fleet, offering customers a step up to Singapore Airlines' in-flight offerings and service on regional routes. The integration of SilkAir with Singapore Airlines will bring about a more comfortable and seamless travel experience for customers and enable flexible aircraft deployment within a single full-service brand across the network.

SilkAir's 737 fleet has been progressively transferred to Singapore Airlines, which operated its first 737-800 flight to Phuket on 4 March 2021. Singapore Airlines plans to retrofit SilkAir's 737 MAX aircraft to new narrow-body cabin products at an appropriate time. This includes the installation of lie-flat seats in Business Class, and seat-back in-flight entertainment systems in both Business Class and Economy Class.

## **Scoot**

Scoot, a Singapore-based low-cost carrier launched in 2012, merged with Tigerair Singapore in July 2017 and retained the Scoot brand. It has since become the leading Singapore-based low-cost carrier, offering both short and long-haul services around the Asia Pacific region and to Europe from its base in Changi Airport.

As of 31 March 2021, Scoot's network encompassed 18 destinations including Singapore, a much smaller network compared to the 68 destinations prior to the COVID-19 outbreak. Scoot operated a fleet of 47 aircraft comprising 10 787-8s, 10 787-9s, 22 A320s and five A320neos. It has also signed agreements to take the larger A321neo aircraft as part of its fleet renewal programme.

## **Business Strategies and Future Plans**

The Group intends to leverage on its existing portfolio of successful and distinctive full-service and low-cost airlines brands to capture premium and budget market segments, as well as its multi-hub strategy to build new hubs across growth markets, and through partnerships.

Its new Transformation programme (headlined as "Lead the New World"), is built upon three pillars – world-class leader, financial sustainability, and a dynamic and resilient team. Singapore Airlines is committed to deliver on its brand promise in product quality and service excellence, with a focus on measures that safeguard customers' well-being and reduce friction across the travel journey. The Group will continue to embark on wide-ranging initiatives to strengthen revenue-generation and achieve a more competitive cost base to secure future financial stability, as well as develop a skilled and talented workforce, equipped with skills to remain future-ready. This is underpinned by continued investment in digital capabilities, which help to enhance core offerings and operational resilience. The objective of the new Transformation program is to position the Group to emerge stronger from the COVID-19 crisis.

Since the beginning of FY2020/21, the Group has raised S\$15.4 billion in fresh liquidity from the 2020 Rights Issue (S\$8.8 billion), secured aircraft financing (S\$2.1 billion), bond issuances (S\$2.0 billion), aircraft sale-and-leaseback transactions (S\$2.0 billion) and new committed lines of credit and short-term unsecured loans (S\$0.5 billion). While the Group has raised these funds, it is important to maintain a strong equity base to provide the financial foundation for the Group to successfully navigate the COVID-19 crisis.

Even though mass vaccination exercises are in progress in most of the Group's major markets, the prognosis for the global airline industry remains uncertain, as new waves of infections around the world means that international travel and immigration restrictions remain largely in place. The Group has since resumed selected services, but it remains uncertain as to when air traffic will recover to pre-COVID-19 levels. It is therefore crucial for the Group to have sufficient liquidity to weather the current challenges.

Singapore Airlines has therefore decided to proceed with the Rights Issue to raise gross proceeds of approximately S\$6.2 billion. The issuance allows the Company to maintain a strong equity base that provides it with the foundation to meet its ongoing financial commitments, and creates options for raising additional debt financing as necessary. The Rights Issue will also provide resources for growth as the Company navigates through the ongoing COVID-19 crisis. Further, it would also allow the Group to make the necessary investments and capitalise on any opportunities that may arise, and allow it to secure its industry-leading position.

**(c) the general development of the business from the beginning of the period comprising the 3 most recently completed financial years to the latest practicable date, indicating any material change in the affairs of the relevant entity or the group, as the case may be, since –**

**(i) the end of the most recently completed financial year for which financial statements of the relevant entity have been published; or**

**(ii) the end of any subsequent period covered by interim financial statements, if interim financial statements have been published;**

## **General business developments in FY2018/19**

### **Singapore Airlines**

#### **General**

In August 2018, Singapore CAE Flight Training Pte. Ltd., a joint venture between Singapore Airlines and CAE, commenced operations. The training facility provides a full range of initial type rating and recurrent training programmes for 737, 747, 777 and 787 aircraft types.

Singapore Airlines also established a joint venture, KrisShop Pte Ltd, with SATS Ltd. and 3Sixty (Singapore) (legally known as DFASS (Singapore) Pte. Ltd.), which launched its operations in December 2018. The joint venture transformed KrisShop into an e-commerce retailer, offering a wider product range to tap into the global travel retail industry.

In December 2018, Singapore Airlines announced the acquisition of a minority stake in Australia-founded Data Republic, in a move to further enhance its digital capabilities. In May 2021, Data Republic entered into voluntary administration to explore a sale or recapitalisation of its business. The carrying value of Singapore Airlines' investment in Data Republic is not significant.

Singapore Airlines' Digital Innovation Lab officially opened its doors on 29 January 2019.

Despite the challenging market environment, SIA's Transformation initiatives contributed to a record revenue of S\$16.3 billion for FY2018/19 and an operating profit of S\$1,067.1 million, to the Group.

### **Network Development**

After a five-year hiatus, Singapore Airlines reintroduced non-stop services to Newark and Los Angeles in October 2018 and November 2018 respectively with the new A350-900ULR aircraft. Singapore Airlines also increased the number of non-stop flights to San Francisco from seven to 10 per week in November 2018.

During FY2018/19, flight frequency to Germany, Vietnam and Japan was also increased, with higher frequencies to Dusseldorf, Hanoi and Tokyo.

From May 2018, Singapore Airlines restructured its four-times weekly Singapore-Canberra-Wellington services into daily Singapore-Sydney-Canberra-Singapore and four-times-weekly Singapore-Melbourne-Wellington services.

As at 31 March 2019, Singapore Airlines served 63 destinations across 32 countries and territories.

### **Fleet Management**

In FY2018/19, Singapore Airlines saw the delivery of 11 A350-900s, three A380-800s and eight 787-10s. The passenger aircraft fleet in operation, as at 31 March 2019, comprised 121 aircraft, including 17 A330-300s, 32 A350-900s, 19 A380-800s, nine 787-10s and 44 777s.

### **Products and Services**

KrisPay, the first blockchain based airline loyalty digital wallet, was launched in July 2018, allowing KrisFlyer members to earn and redeem their miles instantly for everyday purchases made at KrisPay partner outlets. KrisPay's seamless interface allows a two-way conversion between KrisFlyer account and KrisPay wallet, subject to terms and conditions, giving members greater flexibility on how and when they would like to earn and utilise their miles.

In December 2018, Singapore Airlines became the first airline to introduce network-wide inflight meal pre-ordering for premium class customers.

### **Cargo Operations**

In April 2018, SIA Cargo was re-integrated back as a division within Singapore Airlines to improve efficiency and strengthen the support for the cargo business through greater synergy with Singapore Airlines.

In September 2018, SIA Cargo introduced THRU COOL, a new product that offers dedicated cold chain services to safeguard the integrity of high-value, time-sensitive and temperature-controlled pharmaceutical shipments during air transportation. These include priority uplift and handling, quick ramp transfers at airports and cold room facilities, as well as thermal blankets and covers for crucial insulation from external elements. At the same time, SIA Cargo launched a pharmaceutical 'quality corridor' along the Zurich-Singapore-Sydney route.

In line with Singapore Airlines' digital transformation, SIA Cargo also implemented several digital initiatives to enhance customer experience. Robotic process automation was rolled out in January 2019 to automate the processing of selected cargo bookings, thereby enabling SIA Cargo stations to respond to customers even more promptly.

In February 2019, a new Cargo Operations Control Tower was launched, offering a single view of cargo shipment statuses as well as providing real-time alerts to staff, flagging shipments which are potentially affected by flight disruptions.

As at 31 March 2019, SIA Cargo operated a fleet of seven freighters.

### **SIAEC**

In FY2018/19, SIAEC handled 153,006 flights at Changi Airport, an increase of 4.3% from the preceding year.

In June 2018, SIAEC and Stratasys Ltd incorporated Additive Flight Solutions Pte Ltd. Its additive manufacturing centre commenced operations to provide 3D-printed plastic aircraft cabin interior parts for airlines.

In line with the overall strategy to streamline and rationalise its international line maintenance operations, and to focus on areas of high growth potential and competitive advantage, SIAEC entered into an agreement with Heston Services Limited in December 2018 to divest its 100% stake in Aircraft Maintenance Services Australia Pty Ltd.

In January 2019, SIAEC entered into an agreement with Jamco Corporation to sell its 20% stake in Jamco Singapore Pte Ltd, a company in the business of manufacturing aircraft galleys, seats and cabin parts, to Jamco Corporation. SIAEC also entered into an agreement with Jamco Corporation to acquire the remaining 20% stake in Singapore Jamco Services Pte Ltd (subsequently renamed Singapore Aero Support Services Pte Ltd), a company in the business of providing aircraft and cabin maintenance services.

### **SilkAir**

In May 2018, it was announced that SilkAir, the regional wing of Singapore Airlines, will undergo a significant investment programme to upgrade its cabin product as part of a multi-year initiative that will ultimately see it merged into Singapore Airlines.

SilkAir introduced frequency increases to Bandung, Coimbatore, Colombo, Darwin, Kochi, Surabaya and Yogyakarta during FY2018/19. In March 2019, SilkAir ceased services to Luang Prabang and Vientiane, which were transferred to Scoot which began operations in April 2019. As at 31 March 2019, SilkAir's network spanned across 49 destinations in 16 countries and territories.

During FY2018/19, SilkAir took delivery of another three 737-8 MAX aircraft, bringing the total to six. On 12 March 2019, all six 737-8 MAX aircraft were withdrawn from service due to the worldwide grounding of the fleet. As at 31 March 2019, SilkAir's operating fleet of 27 aircraft comprised two A319s, eight A320s and 17 737-800s.

### **Scoot**

In FY2018/19, Scoot added three new destinations, namely Berlin, Nanchang and Pekanbaru. In November 2018, it was announced that SilkAir would transfer 17 routes to Scoot, with changes expected to take place from April 2019. These destinations are Luang Prabang and Vientiane in Laos; Coimbatore, Trivandrum and Visakhapatnam in India; Changsha, Fuzhou, Kunming and Wuhan in China; Chiang Mai in Thailand; Kota Kinabalu in Malaysia; and Balikpapan, Lombok, Makassar, Manado, Semarang and Yogyakarta in Indonesia. As at 31 March 2019, Scoot served 66 destinations across 18 countries and territories.

In October 2018, Scoot's first A320neo made its debut on the Bangkok route.

As at 31 March 2019, Scoot's operating fleet of 47 aircraft comprised one A319, 28 A320s (of which two are A320neos), 10 787-8s and eight 787-9s.

## **General business developments in FY2019/20**

### **Singapore Airlines**

#### **General**

Partnerships are key to the Group's success in many markets globally. Following Vistara's first international flight from New Delhi and Mumbai, Singapore Airlines and SilkAir signed an agreement with Vistara, Singapore Airlines' joint venture airline in India, to expand codesharing to international routes. Together with the existing codesharing on domestic flights, this expansion increased Singapore Airlines' codeshare on Vistara flights to more than 20 destinations in India.

In October 2019, Singapore Airlines and Malaysia Airlines announced a wide-ranging commercial agreement to share revenue and expand codeshare routes, subject to regulatory clearances being obtained.

In January 2020, Singapore Airlines and Japan's All Nippon Airways announced a strategic partnership to provide customers with enhanced flight connectivity and access to a wider network, subject to regulatory clearances being obtained.

As Singapore Airlines entered its final lap in its three-year Transformation Programme, it continued with a wide range of business initiatives and operational enhancements, to retain its competitiveness in the airline industry and increase its financial and operational resilience. This put the Group on the right trajectory, delivering strong results for the first nine months in FY2019/20, achieving five records in the third quarter of FY2019/20 in capacity (available seat-kilometres), traffic/passenger carriage (revenue passenger-kilometres), revenue, passenger load factor and passenger uplift.

From February 2020, the Group progressively announced flight cuts across the network as it adjusted capacity to match falling demand for air travel as the COVID-19 outbreak intensified and spread beyond China. Market conditions deteriorated rapidly in March 2020 as the COVID-19 outbreak spread across Europe, North America and beyond, and as border controls and travel restrictions became widespread across the globe. The

impact was exacerbated by the lack of a domestic market for Singapore Airlines to fall back upon. To address this collapse in demand, Singapore Airlines and SilkAir announced in March 2020 plans to cut their combined capacity by approximately 96% up to end June 2020 and ground most of its passenger fleet. The reduction in demand resulted in the collapse of Singapore Airline's passenger revenues.

### **Network Development**

In September 2019, Singapore Airlines extended its network in the U.S. by introducing non-stop services to Seattle, increasing its coverage to five points in the U.S. Singapore Airlines also expanded its South Korea network when it took over SilkAir's services to Busan during the year. In addition to the introduction of new services to its network, flight frequencies to countries such as Japan, India, South Africa, Italy, Denmark, Australia and New Zealand were also increased.

In February 2020, Singapore Airlines made progressive flight cuts across the network, starting with flights to Mainland China and North Asia given the significant reduction in travel demand due to COVID-19 outbreak. The growing scale of the outbreak led to further capacity adjustments across the rest of Asia, Europe, North America and Australia. In March 2020, Singapore Airlines and SilkAir announced a combined 96% reduction in scheduled capacity across its network up to end June 2020, while maintaining minimum flight connectivity to key points in its network.

### **Fleet Management**

In FY2019/20, Singapore Airlines took delivery of 16 A350-900s and six 787-10s. In March 2020, due to weak travel demand following the COVID-19 outbreak, Singapore Airlines announced the grounding of 138 aircraft, out of a total fleet of 147.

### **Products and Services**

In May 2019, Singapore Airlines extended the inflight service of main course pre-ordering to Premium Economy Class customers, ensuring customers of their preferred meal choice as well as a more personalised dining experience. During the year, Singapore Airlines has also partnered with AeroFarms, a vertical indoor farming company based in Newark, to use their produce on appetisers served on its flights departing from New York City. This collaboration is part of Singapore Airlines' "From Farm To Plane" programme that was launched in 2017 to promote environmental sustainability and support local agriculture while reducing carbon footprint.

In July 2019, Singapore Airlines announced the investment of more than S\$50 million in a major revamp of its SilverKris and KrisFlyer Gold Lounges at Changi Airport Terminal 3. The redevelopment programme is expected to result in an overall 30% increase in space and total customer capacity for the Terminal 3 lounges.

Since January 2020, as a precautionary measure in view of the COVID-19 outbreak, progressive adjustments were made to Singapore Airlines' inflight services to reduce interaction between crew, passengers and service providers.

The impact of COVID-19 brought about some changes to Singapore Airlines' KrisFlyer and PPS Club membership status renewal policy. From March 2020, KrisFlyer automatically renewed the membership statuses for all existing KrisFlyer Elite and PPS Club members for 12 months, for members with membership which had expired between March 2020 and February 2021.



## **Cargo Operations**

In December 2019, SIA Cargo was the first airline to join IATA's Smart Facility Operational Capacity Programme, which aims to raise global standards in cargo handling operations by reducing audit complexity and duplication for cargo handling facilities.

In January 2020, SIA Cargo was re-certified by IATA under the Centre of Excellence for Independent Validators in Pharmaceutical Logistics (CEIV-Pharma) programme, reaffirming its pharmaceutical handling capabilities.

As the COVID-19 outbreak developed, SIA Cargo maintained an effective airfreight network despite the substantial reduction in passenger flights. In addition to maximising the utilisation of its freighter fleet, it also operated cargo charter flights with Singapore Airlines and Scoot passenger aircraft, and introduced a scheduled cargo-only passenger flight network, to alleviate the cargo capacity constraints.

## **SIAEC**

In December 2019, SIAEC signed a 10-year agreement to provide engine maintenance services to Safran Aircraft Engines. The agreement will see SIAEC provide engine Quick Turn and modification embodiment services for Safran's CFM LEAP-1A and LEAP-1B engines at a dedicated facility, which will be in Singapore and equipped with the latest technology and processes to enhance its engine maintenance capabilities.

In January 2020, GE Aviation, Overhaul Services – Singapore, the engine overhaul joint venture between SIAEC and GE Aviation, was incorporated. The joint venture will provide a full range of engine MRO services for the GE90 and GE9X engines at a state-of-the-art facility to be established at Jurong Town Corporation's Loyang Estate.

During the Singapore Airshow in February 2020, SIAEC also announced two line maintenance partnerships that will further expand its line maintenance international network. SIAEC entered into an agreement with Pos Aviation Sdn Bhd to acquire a 49% stake in Pos Aviation Engineering Services Sdn Bhd, which has operations in Kuala Lumpur International Airport and nine other stations in Malaysia. SIAEC also signed a joint venture agreement with Air Innovation Korea Co., Ltd ("**AIK**") to form a line maintenance joint venture based in the Republic of Korea. The joint venture will support the potential growing fleet of AIK's wholly owned subsidiary, Aero-K Airlines.

Given the unprecedented collapse in air travel demand with the growing scale of the COVID-19 crisis, SIAEC stepped up measures to mitigate the severe impact arising from the massive flight cuts by airline customers, such as reduction in fees for SIAEC's directors, pay cuts for senior management and voluntary and compulsory no-pay leave for staff. SIAEC deferred non-essential operating costs, non-essential capital expenditure and timing of certain payments, and took measures to maintain adequate liquidity over the uncertain duration of the COVID-19 outbreak and severe disruption.

## **SilkAir**

In May 2019, SilkAir commenced services to its first South Korean destination, Busan. The services to Busan were subsequently transferred to Singapore Airlines in October 2019 to boost seat capacity on the route due to positive travel demand. In March 2020, SilkAir ceased services to Hiroshima and Kolkata.

Route transfers to Scoot and the withdrawal of the 737-8 MAX fleet reduced SilkAir's capacity. In 2019, SilkAir transferred 11 destinations to Scoot ahead of SilkAir's integration with Singapore Airlines. The 11 destinations are Changsha, Chiang Mai (Scoot's existing destination), Coimbatore, Fuzhou, Kunming, Kota Kinabalu, Luang Prabang, Trivandrum, Visakhapatnam, Vientiane and Wuhan.

Due to global travel restrictions resulting from the COVID-19 outbreak, SilkAir made temporary reductions across its network from February 2020.

### **Scoot**

Since April 2019, Scoot took over 10 destinations from SilkAir, namely Changsha, Coimbatore, Fuzhou, Kota Kinabalu, Kunming, Luang Prabang, Trivandrum, Vientiane, Visakhapatnam and Wuhan. Scoot also transferred its Bangalore services to Singapore Airlines, and its Shenzhen and Kochi services to SilkAir.

Aside from the transfers within the Group, Scoot launched new services to Kota Bharu in Malaysia and suspended its services to Dhaka, Bangkok-Osaka, Osaka-Honolulu, Quanzhou, Kalibo, Lucknow and Male.

Due to the grounding of the 737-8 MAX fleet, plans for SilkAir's 737-800 aircraft that were initially earmarked for transfer to Scoot were cancelled. Subsequently in July 2019, Scoot announced plans to progressively introduce 16 new A321neo aircraft into its fleet to enable its growth plans.

As a result of the COVID-19 outbreak, Scoot suspended all services to Mainland China from February 2020. Scoot continued to adjust its capacity in response to the fall in travel demand amid international travel restrictions and expected capacity cuts of approximately 98% up to end June 2020, resulting in the grounding of 47 of its fleet of 49 aircraft.

## **General business developments in FY2020/21**

### **Singapore Airlines**

#### **General**

With the significant contraction in passenger demand, the Group took active steps to build up its liquidity. On 26 March 2020, Singapore Airlines announced the 2020 Rights Issue to raise up to approximately S\$8.8 billion to provide it with additional liquidity. Shareholders voted in favour of the 2020 Rights Issue at the EGM and the 2020 Rights Issue was successfully completed in June 2020. The proceeds from the 2020 Rights Issue enabled the Group to address its cashflow requirements for near-term operations, and provide it with the financial flexibility to capture medium to long term growth beyond the COVID-19 situation, while continuing the important task of fleet renewal and improving future operating efficiencies.

Singapore Airlines has also utilised other means of financing to strengthen its liquidity as necessary. During FY2020/21, in addition to the 2020 Rights Issue, Singapore Airlines raised funds through the following transactions:

- S\$2.1 billion through aircraft secured financing;

- S\$2.0 billion through bond issuances (S\$850 million Convertible Bonds, S\$500 million via a private placement bonds, and US\$500 million via its first US\$ denominated bond);
- S\$0.5 billion through new committed lines of credit and a short-term unsecured loan; and
- S\$1.2 billion with the completion of aircraft sale and lease-back transactions.

Including the new lines of credit, Singapore Airlines will continue to have access to more than S\$2.1 billion in committed credit lines.

On 21 April 2020, Virgin Australia Holdings Limited, the Company's 20% associated company, announced that it had entered into voluntary administration to recapitalise the business. On 10 November 2020, the Federal Court of Australia granted leave for the administrators of Virgin Australia Holdings Limited, to transfer the shares in Virgin Australia Holdings Limited to Bain Capital for nil consideration. On 17 November 2020, Virgin Australia Holdings Limited announced that all of the shares in Virgin Australia Holdings Limited had been transferred to Bain Capital in accordance with the aforementioned court order and was subsequently delisted from the Australia Stock Exchange.

On 26 June 2020, NokScoot Airlines Co., Ltd., a 49% owned associated company of Scoot, announced that the board of directors of NokScoot had passed a resolution to liquidate NokScoot and, the Group recorded a liquidation cost of S\$127 million, mainly due to the impairment of the Company's book value of seven 777-200 aircraft which had been leased to NokScoot and provisions by Scoot to cover its share of liquidation and related costs.

On 7 December 2020, Singapore Airlines and Vistara signed a Commercial Cooperation Framework Agreement. This will further strengthen Singapore Airlines and Vistara's existing partnership and enable them to offer services to customers by harmonising efforts in capacity planning, sales, marketing, joint fare products, customer services and operations.

## **Fleet Management**

Following a review of the longer-term network as a result of the impact of the COVID-19 pandemic on the business, the Group announced that 45 older aircraft had been deemed surplus to fleet requirements. These comprise seven A380s, four 777-300ERs, 11 777-200/200ERs, four 777-300s, eight 737-800s, nine A320s and two A319s across the three airlines.

In February 2021, the Group announced that it had reached agreements with Airbus and Boeing to revise its aircraft delivery schedule. As a result, some of the aircraft in the Group's order book will be delivered over a longer period than originally contracted, with the delivery stream spread out beyond the immediate five years.

This enabled the Group to defer more than S\$4 billion of capital expenditure between FY2020/21 and FY2022/23 to later years. The rate of introduction of capacity has been recalibrated, following the disruption to the demand for air travel as a result of the COVID-19 pandemic. Additionally, this has also enabled the Group to respond to changes in the projected long-term fleet needs beyond FY2025/26 with the conversion of 14 787-10 aircraft into 11 additional 777-9 aircraft.

In FY2020/21, Singapore Airlines took delivery of seven A350-900 aircraft. As at 31 March 2021, the operating fleet (passenger) comprised 113 aircraft. This included three A330-300s, 52 A350-900s, 12 A380-800s, 15 787-10s, 23 777-300ERs and eight 737-800s transferred from SilkAir.

## **Products and Services**

As part of Singapore Airlines' continuous efforts to engage its customers during a time when travel was severely diminished, Singapore Airlines launched the Discover Your Singapore Airlines ("**DYSIA**") suite of experiences on 29 September 2020. DYSIA comprised three all-new initiatives that were specially curated for customers in Singapore. The three experiences were Restaurant A380 @Changi, Inside Singapore Airlines and SIA@Home.

From 1 December 2020, Singapore Airlines and SilkAir started offering a wider range of main courses on select flights under 3.5 hours, providing customers with a greater variety of local Singaporean and international favourites on these routes as part of its new Economy Class meal concept.

The loyalty programme has been enhanced as Singapore Airlines rolled out Kris+, an app that offers customers the option to earn miles from everyday spend, or pay for purchases and experiences with these miles. Kris+ has expanded its footprint beyond Singapore, to Australia, Indonesia, India and South Korea.

## **Response to COVID-19**

The evolving COVID-19 situation resulted in the modification of in-flight offerings. During the height of the COVID-19 pandemic, Singapore Airlines introduced a snack box in place of its normal tray service on selected flights, which was in-line with guidelines put forth by local aviation authorities. Singapore Airlines also explored different ways to modify meal service on board to minimise contact between crew and customers. In Business Class, where different meal courses are typically served at different times, a one-tray meal service was introduced to consolidate all courses onto a single tray. Alcohol offerings were reduced across all classes at the height of the pandemic. Singapore Airlines also distributed a care kit to all passengers comprising a face mask, hand sanitiser, and a disinfectant surface wipe.

Various measures were introduced to enhance the cleanliness and sterilisation of the aircraft cabin. Disinfectants are applied to frequently touched surfaces. Hand sanitisers and personal protective equipment ("**PPE**") such as gloves, eye goggles and face masks are also provided to cabin crew. The frequency of cleaning has been increased to ensure a sterile cabin before boarding.

Singapore Airlines was awarded the Diamond "hospital-grade" certification – the highest level attainable – in the Airline Passenger Experience Association Health Safety audit of global airlines. The audit involved testing, tracing, on-the-ground procedures, in-flight measures and partnerships to further enhance safety integrity.

Singapore's aviation sector has been prioritised in the country's vaccination exercise. As at May 2021, around 98% of the Group's pilots and cabin crew have signed up for the vaccine, of which 96% have been fully vaccinated with both doses.

The Group continued to advance its digital transformation journey with renewed priorities to enhance its core offerings and operational resilience. Leveraging on technology, Singapore Airlines introduced new solutions and other innovations to help provide a hassle-free digital experience for customers.

Singapore Airlines was the first airline to pilot IATA's Travel Pass mobile application for digital health verification. This is expected to pave the way for the integration of the entire digital health verification process into the SingaporeAir mobile app from around mid-2021, using IATA's Travel Pass framework. Following the successful trials by Singapore Airlines, the Singapore health and border control authorities accepted the use of the IATA Travel Pass for entry into Singapore from 1 May 2021.

Given the continued impact of COVID-19 on international travel and in recognition of members' loyalty, KrisFlyer extended all membership statuses for PPS Club and KrisFlyer Elite-tier members for a second year, for membership expiring from March 2021 through to February 2022. In addition, expiring PPS Reserves, PPS Rewards, KrisFlyer Gold Rewards (renamed as KrisFlyer Milestone rewards) and KrisFlyer miles were also extended.

## **Cargo Operations**

SIA Cargo entered the year facing the dual challenge of a significant reduction in its operating capacity due to a sizable loss of bellyhold capacity, and difficulties in ensuring the resilience of the global supply chain.

To mitigate this, SIA Cargo maximised the utilisation of its freighter aircraft fleet and expanded its cargo-only passenger flight network to keep airfreight supply lines open. SIA Cargo also worked with teams within Singapore Airlines and with partners in the Singapore aviation ecosystem to develop innovative solutions to meet the demand for cargo capacity. For example, cargo was strapped on the seats and placed in overhead luggage bins of its passenger aircraft to increase the cargo carrying capacity of these aircraft. This allowed SIA Cargo to transport a wide range of items including fresh foods, PPE, medical supplies, and pharmaceuticals.

Singapore Airlines is committed to the continuous improvement of its capabilities in transporting high-value, time-sensitive and temperature-controlled pharmaceutical cargo through its THRU COOL service, which has contributed to Singapore Airlines' early readiness to transport COVID-19 vaccines safely and reliably. Between December 2020 and February 2021, SIA Cargo delivered the first Singapore-bound shipments of Pfizer-BioNTech, and Moderna COVID-19 vaccines, as well as the first shipments of Pfizer-BioNTech COVID-19 vaccines for Australia, New Zealand and Indonesia. The transportation of those vaccines demonstrated Singapore Airlines' and the Singapore air hub's readiness to meet the logistical requirements of transporting time and temperature-sensitive COVID-19 vaccines around the world.

Upon receiving IATA's Centre of Excellence for Independent Validators in Perishable Logistics (CEIV Fresh) certification in February 2021, SIA Cargo launched THRU FRESH, a new service that transports temperature-sensitive perishable cargo with speed and care.

SIA Cargo's new blockchain-based e-commerce logistics platform, Parxl, welcomed its first B2B customers during the year. Parxl is designed to meet the international shipping needs of e-retailers by offering a seamless and fast cross-border delivery experience. The platform provides merchants with end-to-end visibility of shipped packages, and access to Singapore Airlines' global airfreight network and portfolio of regional delivery specialists, while functioning as a singular touchpoint for all partners along the supply chain.

## **SIAEC**

During FY2020/21, travel restrictions and border controls were implemented around the world to stem the spread of the COVID-19 pandemic. SIAEC and its Singapore-based joint venture companies were classified as essential services providers, which allowed them to remain available to customers even during the circuit breaker period – a partial lockdown that Singapore implemented from 7 April 2020 to 1 June 2020. This allowed SIAEC to offer the same professional and dedicated MRO services, while ensuring that health and safety measures are in place.

Nevertheless, the resulting plunge in operating flights due to widespread travel curbs had a direct impact on the SIAEC Group's Singapore and overseas line maintenance stations. During the financial year, SIAEC handled only 27,727 flights at Changi Airport – a steep decline from 149,804 the year before. As a result, all SIAEC business segments – Airframe and Line Maintenance (comprising Airframe Overhaul, Line Maintenance and Fleet Management), and Engine and Component – were severely affected by low flight hours.

In August 2020, SIAEC completed the integration of its subsidiary, Heavy Maintenance Singapore Services Pte Ltd, into its Base Maintenance unit for greater efficiency and competitiveness.

In addition, SIAEC acquired Cebu Air's stake in SIA Engineering Philippines, which became a wholly-owned subsidiary of SIAEC. This is in line with SIAEC's strategy of strengthening its core competencies and enhancing its status as the Group's centre of excellence for narrow body aircraft MRO offerings. With a lower cost base, SIAEC is well-positioned to compete for work on narrow body aircraft, which are expected to return to flying earlier than widebody aircraft. SIAEC also divested its stake in Aviation Partnership (Philippines) to rationalise its investments in the Philippines.

In February 2021, SIAEC established a new Engine Services Division (“**ESD**”) to increase its value proposition to OEM partners and airline customers. All existing engine-related services performed by SIAEC will be consolidated under the ESD to complement the company's network of engine joint venture companies in Singapore. The ESD will also offer engine-related services including engine maintenance, parts repair, storage and preservation, material management, on-wing services, and engine testing.

In March 2021, SIAEC signed a memorandum of understanding with Switzerland's SR Technics to acquire the latter's Malaysian unit. The acquisition, if completed, is expected to strengthen SIAEC's existing component repair and overhaul services, and fleet management programmes.

## **SilkAir**

The integration of SilkAir into Singapore Airlines progressed in FY2020/21. More SilkAir pilots, cabin crew, and ground staff were progressively transferred to Singapore Airlines during the year to support the integration activities.

Integrating SilkAir into Singapore Airlines is an important part of the Group's strategy and is expected to enable greater economies of scale and allow the Group to deploy the right aircraft to meet the demand for air travel as it returns.



## **Scoot**

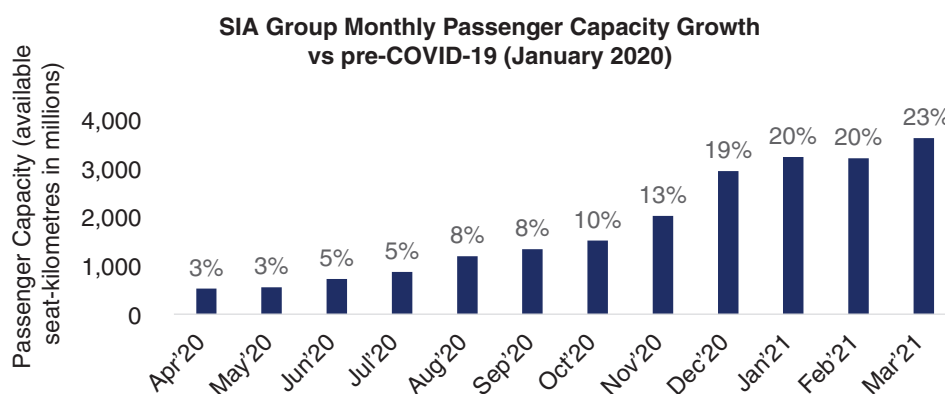
Responding to the COVID-19 situation, Scoot ramped up its freight carriage capabilities, implemented additional health and safety measures across all customer touchpoints, introduced a new in-flight portal to provide peace of mind for customers in the new normal, enhanced its customer service tools and processes, as well as regularly reviewed its policies with a view to addressing customer needs in FY2020/21.

Scoot actively sought opportunities to grow and diversify its freight capabilities. In March 2020, Scoot was one of the first airlines in the region to start operating bellyhold cargo-only flights using its 787-9 wide-body passenger aircraft as an alternative revenue stream. In May 2020, Scoot started operating cargo-only flights using its A320 narrow-body aircraft, with cargo also secured on passenger seats. In August 2020, Scoot removed all seats in the passenger cabins of two of its A320 aircraft, doubling the narrow-body aircraft's cargo-carrying capacity to nearly 20 tonnes to better serve cities with smaller airports.

As at 31 March 2021, Scoot's operating fleet of 47 aircraft comprised 20 787s and 27 A320 family aircraft.

## **Group Network Development**

At the beginning of FY2020/21, the Group operated a skeletal network which comprised 18 destinations in an effort to bring Singaporeans and residents of Singapore home. Despite resurgences and limited developments in border openings, the Group managed to leverage on the demand for bellyhold cargo space to grow its passenger network in a calibrated manner to 60 destinations including Singapore by the end of the financial year. The Group's passenger capacity reached 23% of pre-COVID-19 levels by the end of March 2021. Please refer to the table below for the Group's monthly passenger capacity against pre-COVID-19 levels.



Arising from its network review amid the pandemic, Singapore Airlines announced the permanent suspension of services to Canberra, Dusseldorf, Stockholm and Wellington in September 2020. The transfer of narrow-body services from SilkAir to Singapore Airlines began on 4 March 2021, starting from Phuket. As at 31 March 2021, Singapore Airlines operated 47 destinations including Singapore, with at least a daily flight to key destinations like Jakarta, London, New York, Sydney and Tokyo. SilkAir's network was reduced to only five destinations with the progressive transfer of narrow-body routes to Singapore Airlines.

During the financial year, six Indonesian destinations (Balikpapan, Lombok, Makassar, Manado, Semarang and Yogyakarta) were transferred from SilkAir to Scoot and these destinations remained non-operational due to the COVID-19 situation. As at 31 March 2021, Scoot operated to 18 destinations including Singapore.

**General business developments from 1 April 2021 up to the Latest Practicable Date**

A further S\$0.8 billion was raised from the aircraft sale-and-leaseback transactions by the end of April 2021. Including these sale-and leaseback transactions, Singapore Airlines has successfully raised approximately S\$15.4 billion in fresh liquidity since 1 April 2020. Please refer to the section entitled “**General business developments in FY2020/21**” above for further details.

Singapore Airlines strongly supports all efforts to further open borders in a safe and calibrated manner, including proposed air travel bubbles. The Group expects to continue with a measured expansion of the passenger network, and will adjust its capacity to meet the demand for air travel.

The Group’s passenger capacity in April 2021 reached 24% of pre-COVID-19 levels (compared against Group capacity in January 2020). Based on current schedules, the Group’s passenger capacity is expected to be around 32% of pre-COVID-19 levels by July 2021. The Group will continue to monitor the travel restrictions and adjust the Group capacity accordingly to meet the traffic demand.

In April 2021, Scoot became the first low-cost carrier in the world to be awarded the Diamond “hospital-grade” certification in the Airline Passenger Experience Association Health Safety audit of global airlines.

**(d) the equity capital and the loan capital of the relevant entity as at the latest practicable date, showing –**

**(i) in the case of the equity capital, the issued capital; or**

**(ii) in the case of the loan capital, the total amount of the debentures issued and outstanding, together with the rate of interest payable thereon;**

As at the Latest Practicable Date, the equity capital of the Company is as follows:

Share capital – issued and fully paid (S\$’ million)	: S\$7,180.2
Number of issued and paid-up ordinary Shares (excluding 12,570,529 treasury Shares held by the Company and the Special Share held by the Minister for Finance)	: 2,964,972,975
One Special Share held by the Minister for Finance (value)	: S\$0.50
Aggregate principal amount of Rights 2020 MCBs outstanding (S\$’ million)	: S\$3,496.1

As at the Latest Practicable Date, the loan capital of the Company is as follows:

<b>Securities</b>	<b>Amount issued</b>	<b>Amount outstanding</b>	<b>Coupon per annum</b>
Fixed rate notes due 2023 issued under the Company's S\$10 billion MTN Programme	S\$600 million	S\$600 million	3.16%
Fixed rate bonds due 2024 issued under the Company's S\$2 billion Medium Term Bond Programme	S\$750 million	S\$750 million	3.03%
Fixed rate notes due 2024 issued under the Company's S\$10 billion MTN Programme	S\$300 million	S\$300 million	3.75%
Fixed rate notes due 2025 issued under the Company's S\$10 billion MTN Programme	S\$700 million	S\$700 million	3.035%
Convertible Bonds due 2025	S\$850 million	S\$850 million	1.625%
Fixed rate notes due 2026 issued under the Company's S\$10 billion MTN Programme	US\$500 million	US\$500 million	3.00%
Fixed rate notes due 2026 issued under the Company's S\$10 billion MTN Programme	S\$630 million	S\$630 million	3.13%
Fixed rate notes due 2027 issued under the Company's S\$10 billion MTN Programme	S\$700 million	S\$700 million	3.13%
Fixed rate notes due 2030 issued under the Company's S\$10 billion MTN Programme	S\$500 million	S\$500 million	3.50%

**(e) where –**

- (i) the relevant entity is a corporation, the number of shares of the relevant entity owned by each substantial shareholder as at the latest practicable date; or**
- (ii) the relevant entity is not a corporation, the amount of equity interests in the relevant entity owned by each substantial interest-holder as at the latest practicable date;**

As at the Latest Practicable Date, the interests of the Substantial Shareholders in Shares are as follows:

Substantial Shareholders	Direct		Deemed		Total	
	No. of Shares	% <sup>(1)</sup>	No. of Shares	% <sup>(1)</sup>	No. of Shares	% <sup>(1)</sup>
Temasek	657,306,600	22.16	995,200,895	33.56 <sup>(2)</sup>	1,652,507,495	55.73
Tembusu	–	–	985,959,900	33.25 <sup>(3)</sup>	985,959,900	33.25
Napier Investments Pte. Ltd.	985,959,900	33.25	–	–	985,959,900	33.25

**Notes:**

- (1) Based on 2,964,972,975 Shares in issue (and disregarding 12,570,529 Shares held in treasury and the Special Share held by the Minister for Finance) as at the Latest Practicable Date.
- (2) Temasek is deemed to be interested in 995,200,895 Shares in which its subsidiaries and associated companies have direct or deemed interests.
- (3) Tembusu is deemed to be interested in 985,959,900 Shares in which Napier Investments Pte. Ltd. has an interest.

- (f) any legal or arbitration proceedings, including those which are pending or known to be contemplated, which may have, or which have had in the 12 months immediately preceding the date of lodgment of the offer information statement, a material effect on the financial position or profitability of the relevant entity or, where the relevant entity is a holding company or holding entity of a group, of the group;**

As at the date of this Offer Information Statement, the Directors are not aware of any legal or arbitration proceedings to which any member of the Group is a party or which is pending or known to be contemplated, which may have, or which have had in the 12 months immediately preceding the date of lodgment of this Offer Information Statement, a material effect on the financial position or profitability of the Group.

- (g) where any securities, securities-based derivatives contracts or equity interests of the relevant entity have been issued within the 12 months immediately preceding the latest practicable date –**
- (i) if the securities, securities-based derivatives contracts or equity interests have been issued for cash, state the prices at which the securities or securities-based derivatives contracts have been issued and the number of securities, securities-based derivatives contracts or equity interests issued at each price; or**

During the 12 months immediately preceding the Latest Practicable Date, the Company undertook the following issuances for cash:

- (a) on 20 January 2021, the Company issued US\$500 million in aggregate principal amount of 3.00% notes due 2026 pursuant to the MTN Programme, at an issue price of 99.573% of their principal amount;
- (b) on 3 December 2020, the Company issued S\$850 million in aggregate principal amount of 1.625% convertible bonds due 2025 convertible into Shares, at an issue price of 100% of their principal amount (the “**Convertible Bonds**”);

- (c) on 2 December 2020, the Company issued S\$500 million in aggregate principal amount of 3.50% notes due 2030 pursuant to the MTN Programme, at an issue price of 100% of their principal amount; and
  - (d) on 8 June 2020, pursuant to the 2020 Rights Issue, the Company issued 1,777,692,486 Shares at an issue price of S\$3.00 for each Share and S\$3,496,128,555 in aggregate principal amount of Rights 2020 MCBs, at an issue price of 100% of their principal amount.
- (ii) if the securities, securities-based derivatives contracts or equity interests have been issued for services, state the nature and value of the services and give the name and address of the person who received the securities, securities-based derivatives contracts or equity interests;**

The Company has not issued any securities, securities-based derivatives contracts or equity interests in return for services (in the sense of services provided by a service provider as opposed to services provided in the course of employment) within the 12 months immediately preceding the Latest Practicable Date.

For the avoidance of doubt, the Company has from time to time granted awards to senior management staff under its two share-based incentive plans, the SIA Restricted Share Plan 2014 (the “**RSP 2014**”) and the SIA Performance Share Plan 2014 (the “**PSP 2014**”). The movement of share awards granted pursuant to the RSP 2014 and the PSP 2014 and their fair values at grant date are disclosed in the Company’s annual reports.

- (h) a summary of each material contract, other than a contract entered into in the ordinary course of business, to which the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any member of the group is a party, for the period of 2 years immediately preceding the date of lodgment of the offer information statement, including the parties to the contract, the date and general nature of the contract, and the amount of any consideration passing to or from the relevant entity or any other member of the group, as the case may be.**

Save as disclosed below, the members of the Group have not entered into any material contracts outside the ordinary course of business for the period of two years immediately preceding the date of lodgment of this Offer Information Statement:

- (i) the management agreement dated 19 May 2021 entered into between the Company and the Sole Lead Manager pursuant to which the Sole Lead Manager will, *inter alia*, manage the Rights Issue in consideration for the payment of a management fee;
- (ii) the management agreement dated 7 May 2020 entered into between the Company, DBS Bank Ltd. and Morgan Stanley Asia (Singapore) Pte. as joint lead managers pursuant to which the joint lead managers had agreed to, *inter alia*, manage the 2020 Rights Issue in consideration for the payment of a management fee;
- (iii) the Undertaking, the details of which are set out under paragraph 1(f) of the section entitled “**Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 10 – Additional Information Required for Offer of Securities or Securities-based Derivatives Contracts by way of Rights Issue**” of this Offer Information Statement;

- (iv) the S\$4 billion bridge facility agreement dated 9 April 2020 for working capital and/or capital expenditure purposes entered into between the Company as borrower, DBS Bank Ltd. as mandated lead arranger and bookrunner, United Overseas Bank Limited as mandated lead arranger, DBS Bank Ltd. and United Overseas Bank Limited as original lenders, and DBS Bank Ltd. as agent;
- (v) the trust deed dated 8 June 2020 entered into between the Company, as issuer and HSBC Institutional Trust Services (Singapore) Limited, as trustee, in relation to the Rights 2020 MCBs;
- (vi) the paying, conversion and transfer agency agreement dated 8 June 2020 entered into between the Company, as issuer, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, as principal agent, registrar and transfer agent and HSBC Institutional Trust Services (Singapore) Limited, as trustee, in relation to the Rights 2020 MCBs;
- (vii) the deed poll dated 8 June 2020 executed by the Company in favour of the relevant account holders of CDP in relation to the Rights 2020 MCBs;
- (viii) the subscription agreement dated 13 November 2020 entered into between the Company, as issuer and The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch as sole bookrunner, pursuant to which the sole bookrunner was appointed as such in relation to the issue of the Convertible Bonds in consideration for the payment of an agreed commission;
- (ix) the trust deed dated 3 December 2020 entered into between the Company, as issuer and HSBC Institutional Trust Services (Singapore) Limited, as trustee, in relation to the Convertible Bonds;
- (x) the paying, conversion and transfer agency agreement dated 3 December 2020 entered into between the Company, as issuer, HSBC Institutional Trust Services (Singapore) Limited, as trustee, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, as principal paying agent, registrar and transfer agent and The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, as conversion agent, in relation to the Convertible Bonds;
- (xi) the subscription agreement dated 14 January 2021 entered into between the Company, as issuer and Citigroup Global Markets Singapore Pte. Ltd., The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch and Merrill Lynch (Singapore) Pte. Ltd. as joint lead managers, pursuant to which the joint lead managers were appointed as such in relation to the issue of US\$500 million 3.00% notes due 2026 under the MTN Programme in consideration for the payment of an agreed commission;
- (xii) the subscription agreement dated 27 December 2020 entered into between the Company, as issuer and DBS Bank Ltd. and United Overseas Bank Limited, as joint lead managers, pursuant to which the joint lead managers were appointed as such in relation to the issue of S\$500 million 3.50% notes due 2030 under the MTN Programme in consideration for the payment of an agreed commission;



- (xiii) the amended and restated programme agreement dated 16 November 2020 entered into between the Company, as issuer, Citigroup Global Markets Singapore Pte. Ltd. and DBS Bank Ltd. as arrangers, and Australia and New Zealand Banking Group Limited, Citigroup Global Markets Singapore Pte. Ltd., DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited, Standard Chartered Bank (Singapore) Limited, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, UBS AG Singapore Branch, and United Overseas Bank Limited as dealers, in relation to the MTN Programme;
- (xiv) the amended and restated agency agreement dated 16 November 2020 entered into between the Company, as issuer, The Bank of New York Mellon, London Branch as principal issuing and paying agent, The Bank of New York Mellon, SA/NV Luxembourg Branch as principal registrar and principal transfer agent, DBS Bank Ltd. as Singapore issuing and paying agent, Singapore agent bank, Singapore registrar and Singapore transfer agent, and HSBC Institutional Trust Services (Singapore) Limited as trustee, in relation to the MTN Programme;
- (xv) the amended and restated English law trust deed dated 16 November 2020 entered into between the Company, as issuer, and HSBC Institutional Trust Services (Singapore) Limited as trustee, in relation to the MTN Programme; and
- (xvi) the amended and restated Singapore law trust deed dated 16 November 2020 entered into between the Company, as issuer, and HSBC Institutional Trust Services (Singapore) Limited as trustee, in relation to the MTN Programme.

## **PART 5 – OPERATING AND FINANCIAL REVIEW AND PROSPECTS**

### **Operating Results**

**1. Provide selected data from –**

- (a) the audited income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, the audited consolidated income statement of the relevant entity or the audited combined income statement of the group, for each financial year (being one of the 3 most recently completed financial years) for which that statement has been published; and**
- (b) any interim income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any interim consolidated income statement of the relevant entity or interim combined income statement of the group, for any subsequent period for which that statement has been published.**

**2. The data mentioned in paragraph 1 of this Part must include the line items in the audited income statement, audited consolidated income statement, audited combined income statement, interim income statement, interim consolidated income statement or interim combined income statement, as the case may be, and must in addition include the following items:**

- (a) dividends declared per share in both the currency of the financial statements and the Singapore currency, including the formula used for any adjustment to dividends declared;**
- (b) earnings or loss per share;**
- (c) earnings or loss per share, after any adjustment to reflect the sale of new securities or securities-based derivatives contracts.**

**3. Despite paragraph 1 of this Part, where –**

- (a) unaudited financial statements of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, the unaudited consolidated financial statements of the relevant entity or unaudited combined financial statements of the group, have been published in respect of the most recently completed financial year; and**
- (b) the audited financial statements for that year are unavailable, the data mentioned in paragraph 1 of this Part in respect of the most recently completed financial year may be provided from such unaudited financial statements, if the directors or equivalent persons of the relevant entity include a statement in the offer information statement that to the best of their knowledge, they are not aware of any reason which could cause the unaudited financial statements to be significantly different from the audited financial statements for the most recently completed financial year.**

Please refer to **Appendix B** to this Offer Information Statement for the audited consolidated income statements of the Group for FY2018/19 (i.e. for the financial year ended 31 March 2019), FY2019/20 (i.e. for the financial year ended 31 March 2020) and FY2020/21 (i.e. for the financial year ended 31 March 2021).

Please also refer to the section entitled “**Additional Disclosure Requirements under Appendix 8.2 of the Listing Manual**” of this Offer Information Statement for details on the earnings/(loss) per Share (“EPS”) after adjustment to reflect the Rights Issue.

**4. In respect of –**

- (a) each financial year (being one of the 3 most recently completed financial years) for which financial statements have been published; and**
- (b) any subsequent period for which interim financial statements have been published,**

**provide information regarding any significant factor, including any unusual or infrequent event or new development, which materially affected profit or loss before tax of the relevant entity or, if it is the holding company or holding entity of a group, of the group, and indicate the extent to which such profit or loss before tax of the relevant entity or the group, as the case may be, was so affected. Describe any other significant component of revenue or expenditure necessary to understand the profit or loss before tax for each of these financial periods.**

**FY2019/20 compared to FY2018/19**

*Group Revenue*

Group revenue fell S\$347 million (-2.1%) year-on-year to S\$15,976 million, largely contributed by the Company, SilkAir and Scoot.

The fall in revenue by the Company was mainly due to a decline in cargo revenue, as both loads (-8.8%) and yields (-3.8%) came in lower amidst a challenging trading landscape posed by international trade tensions and export manufacturing slowdown in key economies. The passenger segment registered a marginal improvement as revenue gained from growth in traffic (+1.5%) despite traffic declines induced by the COVID-19 pandemic in the fourth quarter of FY2019/20 and weaker yields (-1.0%).

The revenue reductions from SilkAir and Scoot were attributable to lower passenger flown revenue from respective declines in capacity (-9.7%, -2.7%), brought about by flight cancellations following the outbreak of COVID-19, traffic (-8.3%, -2.2%) and yields (both -1.8%). In addition, the grounding of the 737-8 MAX fleet and progressive transfer of routes to Scoot also caused a reduction in SilkAir’s capacity.

*Group Expenditure*

Group expenditure rose S\$661 million (+4.3%) year-on-year to S\$15,917 million, primarily driven by mark-to-market losses of S\$710 million on ineffective fuel hedges for FY2020/21, attributable to a plunge in fuel prices and expected capacity cuts.

Fuel prices plummeted towards the end of the financial year, triggered by a slump in demand for oil due to the COVID-19 pandemic amid an unexpected price war and a consequent supply glut, resulting in fuel hedging losses upon contracts maturity. In addition, the expected capacity cuts in FY2020/21 was expected lead to lower fuel consumption than previously anticipated based on normal operating conditions, causing the Group to be in an over-hedged position. Consequently, the Group recorded the substantial mark-to-market losses of S\$710 million on these surplus hedges in FY2019/20.

Fuel cost after hedging rose by S\$49 million (+1.1%), largely from fuel hedging losses against gains in FY2019/20 (+S\$543 million) and a stronger US Dollar against the Singapore Dollar (+S\$29 million), partially offset by 9.1% decrease in average jet fuel prices (-S\$447 million) and decrease in volume uplifted (-S\$76 million).

Non-fuel costs decreased S\$98 million (-0.9%) from FY2018/19 to FY2019/20, mainly attributable to government grants received to help businesses tide over the COVID-19 crisis and cost management measures.

#### *Group Operating Profit*

Group operating profit for the financial year declined S\$1,008 million (-94.5%) to S\$59 million for the financial year ended 31 March 2020. The three airlines in the Group were significantly impacted by the COVID-19 pandemic and recorded weaker operating performance over FY2019/20, while SIAEC's 19.2% better operating results slightly cushioned the decline. Singapore Airlines earned an operating profit of S\$294 million in FY2019/20, a S\$697 million reduction compared to FY2018/19. SilkAir recorded an operating loss of S\$112 million in FY2019/20, a reversal from the operating profit of S\$15 million it recorded in FY2018/19. Scoot's operating loss widened S\$183 million from the prior year.

#### *Net Profit for the Group*

The Group registered a net loss of S\$212 million, a reversal of S\$895 million from the net profit of S\$683 million recorded in FY2018/19. This was mainly driven by the weaker operating performance (-S\$1,008 million) as well as an increase in net finance charges (-S\$105 million) due to the recognition of interest expense arising from lease liabilities, with the adoption of IFRS 16 Leases, and additional financing for capital expenditure. The swing from tax expense to tax credit (+S\$198 million) and lower provision for SilkAir's re-fleeting costs and restructuring costs in preparation for the carrier's integration into Singapore Airlines (+S\$53 million) partly offset the losses.

#### *Financial Position*

From 1 April 2019, the Group adopted IFRS 16, a single, on-balance sheet lease accounting model for lessees. A lessee recognises a right-of-use ("**ROU**") asset representing its right to use the underlying asset and a lease liability representing its obligation to make lease payments. The Group applied the modified retrospective approach which allows for an adjustment to the opening balance of retained earnings at 1 April 2019, with no restatement of comparative information. The effect of IFRS 16 on the Group's financial position is being included in the following analysis.

Equity attributable to owners of the Company decreased by S\$3,973 million (-29.9%) to S\$9,314 million as at 31 March 2020, largely due to fair value movement on cash flow hedges (-S\$2,611 million), adoption of IFRS 16 (-S\$847 million), payment of dividends (-S\$356 million) and net loss for FY2019/20 (-S\$212 million). The fair value movement on cash flow hedges of S\$2,611 million was primarily attributable to the swing from gains to losses in the fair values of outstanding fuel hedges driven by the slump in average forward prices.

Total Group assets increased S\$3,208 million (+10.5%) to S\$33,713 million. The increase was mainly due to an increase in property, plant and equipment (+S\$3,310 million) and ROU assets arising from adoption of IFRS 16 (+S\$1,478 million), partially offset by a decrease in trade debtors (-S\$707 million), derivative assets (-S\$549 million) and cash and bank balances (-S\$259 million). Property, plant and equipment increased largely due to asset acquisitions with the delivery of aircraft during the year. The decline in trade debtors was

mainly due to lower sales stemming from flight cancellations following the COVID-19 outbreak. The decrease in derivative assets was largely attributable to a swing from fair value gains to fair value losses on fuel hedges. Cash balances fell primarily due to capital expenditure (-S\$5,104 million), repayment of borrowings (-S\$878 million), repayment of lease liabilities (-S\$574 million) and payment of dividends (-S\$356 million), partially offset by proceeds from borrowings, net of transactions costs (+S\$3,981 million) and cash generated from operations (+S\$2,732 million).

Total Group liabilities increased by S\$7,158 million (+42.6%) to S\$23,980 million as at 31 March 2020, primarily due to an increase in derivative liabilities (+S\$3,260 million), borrowings (+S\$3,170 million) and lease liabilities from adoption of IFRS 16 (+S\$1,961 million). These were partially offset by lower deferred taxation (-S\$705 million) and sales in advance of carriage (-S\$674 million).

The Group's net debt<sup>1</sup> rose to S\$8,676 million as at 31 March 2020, S\$5,082 million higher than as at 31 March 2019, primarily attributable to an increase in total debt<sup>2</sup> from loans drawn down by the Group (+S\$3,169 million) and lease liabilities (+S\$1,961 million) following the adoption of IFRS 16. Total debt to equity ratio<sup>3</sup> increased from 0.50 times to 1.27 times as at 31 March 2020.

#### *Capital Expenditure and Cash Flow of the Group*

Capital expenditure was S\$5,104 million, 8.2% lower than FY2018/19. Approximately 97% of the capital spending was on aircraft, spares and spare engines. Internally generated cash flow of S\$3,077 million (-1.2%) was approximately 60% of capital expenditure. The decrease in internally generated cash flow was attributable to lower cash flow from operations, proceeds from the disposal of aircraft, spares and spare engines, and dividends received from associated and joint venture companies, partially offset by proceeds from sale and leaseback transactions.

#### **FY2020/21 compared to FY2019/20**

##### *Group Revenue*

Group revenue fell by S\$12,160 million (-76.1%) year-on-year to \$3,816 million due to the plunge in passenger flown revenue across Singapore Airlines, SilkAir and Scoot. This was partially offset by higher cargo flown revenue, which rose by S\$758 million (+38.8%) year-on-year to S\$2,709 million. Improvements in freighter utilisation, deployment of passenger aircraft for cargo-only flights, and removing seats from passenger cabins to create additional volume for cargo partially mitigated the loss of passenger aircraft bellyhold capacity during the pandemic. Strong air cargo demand, especially in key segments such as e-commerce, pharmaceuticals and electronics, provided strong support for both cargo load factors and yields amid tight industry cargo capacity.

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1 Net debt is defined as borrowings and lease liabilities, net of the sum of cash and bank balances and short-term investments.

2 Total debt is defined as the sum of borrowings and lease liabilities as at the end of the relevant financial year.

3 Total debt to equity ratio is defined as total debt divided by total equity attributable to owners of the Company as at the end of the relevant financial year.

### *Group Expenditure*

Group expenditure was S\$6,329 million, down S\$9,588 million (-60.2%). Net fuel cost fell S\$3,620 million (-78.1%) to S\$1,016 million due to capacity cuts and lower fuel prices in the first half of the year. Non-fuel expenditure reduced by S\$5,472 million (-51.8%) to S\$5,099 million on the back of capacity cuts, cost-saving initiatives, staff-related measures, and government support schemes.

Mark-to-market losses of S\$497 million were recognised on ineffective fuel hedges, following downward adjustments to the expected rate of capacity recovery and the corresponding fuel consumption. This was partially mitigated by a S\$283 million fair value gain on fuel hedges after a rise in fuel prices in the second half of the year. The Group has paused fuel hedging activity since March 2020.

### *Group Operating Loss*

The Group recorded an operating loss of S\$2,513 million in FY2020/21, a reversal of S\$2,572 million from the S\$59 million operating profit recorded in FY2019/20.

### *Net Loss for the Group*

For FY2020/21, the Group reported a net loss of S\$4,271 million, a deterioration of S\$4,059 million against FY2019/20. This was driven by both the weaker operating performance and non-cash impairment charges, partially offset by a S\$623 million increase in tax credit due to the higher net loss recorded by the Group. The impairment charges include:

- impairment charge of S\$1,448 million recorded in the first half on 33 aircraft deemed surplus to fleet requirements. Another S\$286 million impairment charge on surplus aircraft was recorded in the second half of FY2020/21 following a further review of the network requirements and market values of the fleet. This pertained mainly to four additional 777-300ERs and eight 737-800s deemed surplus to fleet requirements, as well as a further write-down on four of the A320s impaired in the first half due to a reduction in their market values. This brings the total impairment charge on 45 surplus aircraft for the year to S\$1,734 million;
- impairment of goodwill of S\$170 million, that was recorded when Singapore Airlines first gained control of Tiger Airways in October 2014, after a review of the impact of COVID-19 on business conditions in the first half of FY2020/21; and
- SIAEC's impairment of base maintenance assets (S\$35 million) recorded in the first half of FY2020/21 due to significant decline in hangar revenue projections. Subsequently, a further S\$2 million impairment charge was recognised in the second half of FY2020/21, alongside a S\$11 million impairment on an investment in an engine programme. The total impairment recorded by SIAEC for the financial year ended 31 March 2021 was S\$48 million.

### *Financial Position*

Equity attributable to owners of the Company increased by S\$6,592 million (+70.8%) to S\$15,906 million as at 31 March 2021 largely due to the following:

- completion of the 2020 Rights Issue, which increased the Group's share capital by approximately S\$5,324 million;
- issuance of S\$3,496,128,555 of Rights 2020 MCBs;



- fair value movements on cash flow hedges (+S\$1,972 million) which arose mainly from fuel hedges with the rise in average forward fuel prices,

partially offset by net loss of S\$4,271 million incurred for the year.

Total Group assets increased by S\$3,868 million (+11.5%) to S\$37,581 million. The increase was mainly attributable to an increase in cash and bank balances (+S\$5,098 million) and right-of-use assets (+S\$918 million), partly offset by the decrease in property, plant and equipment (-S\$2,003 million). The increase in cash and bank balances arose primarily due to net proceeds from the various fund raising activities during the year (+S\$16,632 million) and disposal of short-term investments (+S\$740 million), partially offset by repayment of debt (-S\$4,344 million), cash used in operating activities (-S\$3,292 million), capital expenditure (-S\$2,696 million), purchase of short-term investments (-S\$585 million), repayment of lease liabilities (-S\$552 million) and redemption of medium term notes (-S\$500.0 million).

Total Group liabilities decreased by S\$2,677 million (-11.2%) to S\$21,303 million, primarily arising from the decrease in derivative liabilities (-S\$3,003 million) and sales in advance of carriage (-S\$1,473 million), partially offset by the increase in borrowings (+S\$1,648.0 million) and lease liabilities (+S\$904 million).

#### *Capital Expenditure and Cash Flow of the Group*

Capital expenditure was S\$2,696 million, 47.2% lower than FY2019/20, mainly due to deferment of the Group's aircraft deliveries to later years. Net cash used in operating activities was S\$3,292 million, a significant change from net cash generated from operating activities of S\$2,732 million in FY2019/20. Net cash provided by financing activities was S\$9,737 million, S\$7,801 million higher than the previous year.

### **Financial Position**

- 5. Provide selected data from the balance sheet of the relevant entity or, if it is the holding company or holding entity of a group, the group as at the end of –**

- (a) the most recently completed financial year for which audited financial statements have been published; or**
- (b) if interim financial statements have been published for any subsequent period, that period.**

Please refer to **Appendix C** to this Offer Information Statement for the audited consolidated statements of financial position of the Group as at 31 March 2020 and 31 March 2021.

- 6. The data mentioned in paragraph 5 of this Part must include the line items in the audited or interim balance sheet of the relevant entity or the group, as the case may be, and must in addition include the following items:**

- (a) number of shares after any adjustment to reflect the sale of new securities or securities-based derivatives contracts;**
- (b) net assets or liabilities per share;**
- (c) net assets or liabilities per share after any adjustment to reflect the sale of new securities or securities-based derivatives contracts.**

	<b>As at 31 March 2021</b>
<b>Number of Shares before the Rights Issue<sup>(1)</sup></b>	2,964,972,975
<b>Add: Number of Shares to be issued upon conversion of the Convertible Bonds<sup>(2)</sup></b>	148,006,268
<b>Number of Shares after Rights Issue and conversion of the Convertible Bonds<sup>(2)</sup> but before issue of Rights 2020 MCB Conversion Shares and Rights 2021 MCB Conversion Shares</b>	3,112,979,243
<b>Add: Number of Rights 2020 MCB Conversion Shares to be issued<sup>(3)</sup></b>	1,304,626,600
<b>Add: Number of Rights 2021 MCB Conversion Shares to be issued<sup>(4)</sup></b>	2,173,960,638
<b>Number of Shares after the Rights Issue and the issue of the Shares upon conversion of the Convertible Bonds, the Rights 2020 MCB Conversion Shares and the Rights 2021 MCB Conversion Shares<sup>(2), (3), (4)</sup></b>	6,591,566,481
<b>Net asset value before the Rights Issue (S\$' million)</b>	15,905.9
<b>Add: Net Proceeds from the Rights Issue (S\$' million)</b>	6,194.8
<b>Net asset value after the Rights Issue (S\$' million)</b>	22,100.7
<b>Add: Increase in net asset value assuming conversion of all the Convertible Bonds (S\$' million)<sup>(2)</sup></b>	775.7
<b>Net asset value after the Rights Issue and conversion of the Convertible Bonds<sup>(2)</sup> but before conversion of the Rights 2020 MCBs and the Rights 2021 MCBs (S\$' million)</b>	22,876.4
<b>Net asset value after the Rights Issue and conversion of the Convertible Bonds, the issue of the Rights 2020 MCB Conversion Shares and the Rights 2021 MCB Conversion Shares (S\$' million)<sup>(2), (3), (4)</sup></b>	22,876.4
<b>Net asset value per Share (S\$) before the Rights Issue</b>	5.36
<b>Net asset value per Share (S\$) after the Rights Issue and the conversion of the Convertible Bonds<sup>(2)</sup> but before issue of the Rights 2020 MCB Conversion Shares and the Rights 2021 MCB Conversion Shares</b>	7.35
<b>Net asset value per Share (S\$) after the Rights Issue and conversion of the Convertible Bonds, the issue of the Rights 2020 MCB Conversion Shares and the Rights 2021 MCB Conversion Shares<sup>(2), (3), (4)</sup></b>	3.47

**Notes:**

- (1) Excludes treasury Shares held by the Company and the Special Share held by the Minister for Finance.
- (2) Assumes that none of the Convertible Bonds are redeemed or purchased by the Company prior to the maturity date of the Convertible Bonds and S\$850 million in aggregate principal amount of Convertible Bonds are converted into Shares at the conversion price of S\$5.743 (assuming no adjustments to the conversion price) and further assuming that the obligation to deliver Shares upon conversion is entirely satisfied by the issue and delivery of new Shares.
- (3) Assumes that none of the Rights 2020 MCBs are redeemed or purchased by the Company prior to the Maturity Date and S\$3,496,128,555 in aggregate principal amount of Rights 2020 MCBs are converted on the Maturity Date at the conversion price of S\$4.84 (assuming no adjustments to the Conversion Price).
- (4) Assumes that none of the Rights 2021 MCBs are redeemed or purchased by the Company prior to the Maturity Date and S\$6,196,793,517 in aggregate principal amount of Rights 2021 MCBs are converted on the Maturity Date at the Conversion Price of S\$4.84 (assuming no adjustments to the Conversion Price).

## Liquidity and Capital Resources

**7. Provide an evaluation of the material sources and amounts of cash flows from operating, investing and financing activities in respect of –**

- (a) the most recently completed financial year for which financial statements have been published; and**
- (b) if interim financial statements have been published for any subsequent period, that period.**

Please refer to **Appendix D** to this Offer Information Statement for the audited consolidated statement of cash flows of the Group for FY2019/20 (i.e. for the financial year ended 31 March 2020) and FY2020/21 (i.e. for the financial year ended 31 March 2021).

A review of the cash flow position of the Group for FY2019/20 and FY2020/21 is set out below:

### **FY2020/21**

Net cash used in operating activities amounted to approximately S\$3,292 million in FY2020/21, due mainly to cash used in operations.

Net cash used in investing activities amounted to approximately S\$1,314 million in FY2020/21, due mainly to capital expenditure of S\$2,696 million, partially offset by proceeds from sale and leaseback transactions (S\$1,231 million).

Net cash from financing activities amounted to approximately S\$9,737 million in FY2020/21, due mainly to proceeds from the 2020 Rights Issue (S\$8,829 million), proceeds from borrowings (S\$4,579 million) and the issuance of bonds (S\$2,013 million), partially offset by repayment of borrowings (S\$4,344 million), repayment of bonds (S\$500 million), repayment of lease liabilities (S\$552 million) and interest payments (S\$232 million).

### **FY2019/20**

Net cash from operating activities amounted to approximately S\$2,732 million in FY2019/20, due mainly to cash generated from operations.

Net cash used in investing activities amounted to approximately S\$4,965 million in FY2019/20, due mainly to capital expenditure of S\$5,104 million.

Net cash from financing activities amounted to approximately S\$1,936 million in FY2019/20, due mainly to proceeds from borrowings of S\$3,985 million, partially offset by repayments of borrowings (S\$878 million) and lease liabilities (S\$576 million), as well as dividend payments of S\$356 million and interest payments of S\$206 million.

**8. Provide a statement by the directors or equivalent persons of the relevant entity as to whether, in their reasonable opinion, the working capital available to the relevant entity or, if it is the holding company or holding entity of a group, to the group, as at the date of lodgment of the offer information statement, is sufficient for at least the next 12 months and, if insufficient, how the additional working capital considered by the directors or equivalent persons to be necessary is proposed to be provided. When ascertaining whether working capital is sufficient, any financing facilities which are not available as at the date of lodgment of the prospectus must not be included, but net proceeds from the offer may be taken into account if the offer is fully underwritten.**

**Where the offer is not fully underwritten, minimum net proceeds may be included only if it is an express condition of the offer that minimum net proceeds are to be raised and that the application moneys will be returned to investors if the minimum net proceeds are not raised.**

A wholly-owned subsidiary of Temasek (namely, Tembusu) has given the Undertaking to the Company to, *inter alia*, subscribe for, or procure the subscription of, Temasek's *pro-rata* entitlement to the Rights 2021 MCBs under the Rights Issue. It has also undertaken to subscribe for, or procure the subscription of, any unsubscribed Rights 2021 MCBs, remaining after the fulfilment of valid applications by other Shareholders for the same under the terms of the Rights Issue. Given the provision of the Undertaking, the Company has certainty that the Rights Issue will be fully subscribed.

In the reasonable opinion of the Directors, as at the date of lodgment of this Offer Information Statement, taking into consideration the Group's present bank facilities and the Net Proceeds and barring any unforeseen circumstances, the working capital available to the Group is sufficient for at least the next 12 months.

Please refer to paragraph 1(f) in the section entitled **"Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 10 – Additional Information Required for Offer of Securities or Securities-based Derivatives Contracts by way of Rights Issue"** of this Offer Information Statement for further details on the Undertaking.

- 9. If the relevant entity or any other entity in the group is in breach of any of the terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect the relevant entity's financial position and results or business operations, or the investments by holders of securities or securities-based derivatives contracts in the relevant entity, provide –**

- (a) a statement of that fact;**
- (b) details of the credit arrangement or bank loan; and**
- (c) any action taken or to be taken by the relevant entity or other entity in the group, as the case may be, to rectify the situation (including the status of any restructuring negotiations or agreement, if applicable).**

To the best of the Directors' knowledge, at the date of lodgment of this Offer Information Statement, none of the entities in the Group is in breach of any of the terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect the Group's financial position and results or business operations, or the investments by holders of securities or securities-based derivatives contracts in the Company.

#### **Trend Information and Profit Forecast or Profit Estimate**

- 10. Discuss –**

- (a) the business and financial prospects of the relevant entity or, if it is the holding company or holding entity of a group, the group, for the next 12 months from the latest practicable date; and**

- (b) any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on net sales or revenues, profitability, liquidity or capital resources for at least the current financial year, or that may cause financial information disclosed in the offer information statement to be not necessarily indicative of the future operating results or financial condition. If there are no such trends, uncertainties, demands, commitments or events, provide an appropriate statement to that effect.**

Based on current schedules, the Group's passenger capacity is expected to be around 32% of pre-COVID-19 levels by July 2021. Despite the resurgence of COVID-19 infections in many parts of the world, the growing pace of mass vaccination exercises in key markets provides hope for further recovery in international air travel demand. Singapore Airlines strongly supports all efforts to further open borders in a safe and calibrated manner. The Group expects to continue with a measured expansion of the passenger network, and will remain flexible in adjusting its capacity to meet the demand for air travel.

Strong fundamentals continue to drive air cargo demand, with healthy Purchasing Managers' Index readings across many key export economies. Demand from the e-commerce and pharmaceutical segments, among others, remain robust. The Group believes that Singapore Airlines is well-positioned to capture more COVID-19 vaccine shipments into the Asia Pacific region as vaccine production ramps up and exports grow.

In this regard, given the high degree of uncertainty, the Company is actively taking steps to strengthen its balance sheet and liquidity position, and the Rights Issue is a critical component of these efforts. The Rights Issue provides certainty of funding and the Rights 2021 MCBs have been structured to provide the Company with flexibility to manage its capital structure.

The proceeds from the Rights Issue will also provide financial resilience and flexibility to the Company, enabling the Company to address near-term operational and cashflow requirements while providing for committed capital expenditure. In addition, the Rights Issue will enable the Company to be well-positioned to respond quickly when national borders reopen and capture medium-to-long term growth beyond the COVID-19 situation, while at the same time allowing the Company to continue to focus on its strategic priorities, including its investment in fleet modernisation plans and improving future operating efficiencies, including IT related investments. This is expected to strengthen the Group's competitive advantages.

- 11. Where a profit forecast is disclosed, state the extent to which projected sales or revenues are based on secured contracts or orders, and the reasons for expecting to achieve the projected sales or revenues and profit, and discuss the impact of any likely change in business and operating conditions on the forecast.**

No profit forecast is disclosed in this Offer Information Statement.

- 12. Where a profit forecast or profit estimate is disclosed, state all principal assumptions, if any, upon which the directors or equivalent persons of the relevant entity have based their profit forecast or profit estimate, as the case may be.**

No profit forecast or profit estimate is disclosed in this Offer Information Statement.

- 13. Where a profit forecast is disclosed, include a statement by an auditor of the relevant entity as to whether the profit forecast is properly prepared on the basis of the assumptions mentioned in paragraph 12 of this Part, is consistent with the accounting policies adopted by the relevant entity, and is presented in accordance with the accounting standards adopted by the relevant entity in the preparation of its financial statements.**

No profit forecast is disclosed in this Offer Information Statement.

- 14. Where the profit forecast disclosed is in respect of a period ending on a date not later than the end of the current financial year of the relevant entity, provide in addition to the statement mentioned in paragraph 13 of this Part –**

- (a) a statement by the issue manager to the offer, or by any other person whose profession or reputation gives authority to the statement made by that person, that the profit forecast has been stated by the directors or equivalent persons of the relevant entity after due and careful enquiry and consideration; or**
- (b) a statement by an auditor of the relevant entity, prepared on the basis of the auditor's examination of the evidence supporting the assumptions mentioned in paragraph 12 of this Part and in accordance with the Singapore Standards on Auditing or such other auditing standards as may be approved in any particular case by the Authority to the effect that no matter has come to the auditor's attention which gives the auditor reason to believe that the assumptions do not provide reasonable grounds for the profit forecast.**

No profit forecast is disclosed in this Offer Information Statement.

- 15. Where the profit forecast disclosed is in respect of a period ending on a date after the end of the current financial year of the relevant entity, provide in addition to the statement mentioned in paragraph 13 of this Part –**

- (a) a statement by the issue manager to the offer, or by any other person whose profession or reputation gives authority to the statement made by that person, prepared on the basis of an examination by that issue manager or person of the evidence supporting the assumptions mentioned in paragraph 12 of this Part, to the effect that no matter has come to the attention of that issue manager or person which gives that issue manager or person reason to believe that the assumptions do not provide reasonable grounds for the profit forecast; or**
- (b) a statement by an auditor of the relevant entity, prepared on the basis of the auditor's examination of the evidence supporting the assumptions mentioned in paragraph 12 of this Part and in accordance with the Singapore Standards on Auditing or such other auditing standards as may be approved in any particular case by the Authority to the effect that no matter has come to the auditor's attention which gives the auditor reason to believe that the assumptions do not provide reasonable grounds for the profit forecast.**

No profit forecast is disclosed in this Offer Information Statement.



## **Significant Changes**

**16. Disclose any event that has occurred from the end of –**

- (a) the most recently completed financial year for which financial statements have been published; or**
- (b) if interim financial statements have been published for any subsequent period, that period,**

**to the latest practicable date which may have a material effect on the financial position and results of the relevant entity or, if it is the holding company or holding entity of a group, the group, or, if there is no such event, provide an appropriate statement to that effect.**

Save as disclosed in this Offer Information Statement, there is no event that has occurred from 31 March 2021 to the Latest Practicable Date which may have a material effect on the Group's financial position and results.

### **Meaning of “published”**

**17. In this Part, “published” includes publication in a prospectus, in an annual report or on the SGXNET.**

Noted.

## PART 6 – THE OFFER AND LISTING

### Offer and Listing Details

- 1. Indicate the price at which the securities or securities-based derivatives contracts are being offered and the amount of any expense specifically charged to the subscriber or purchaser. If it is not possible to state the offer price at the date of lodgment of the offer information statement, state the method by which the offer price is to be determined and explain how the relevant entity will inform investors of the final offer price.**

The Issue Price is 100% of the principal amount of the Rights 2021 MCBs, or S\$1.00 for each S\$1.00 in principal amount of the Rights 2021 MCBs, payable in full upon acceptance and/or application. For the avoidance of doubt, no further cash outlay will be required from Rights 2021 MCB Holders for the conversion of the Rights 2021 MCBs into Rights 2021 MCB Conversion Shares.

The expenses incurred in the Rights Issue will not be specifically charged to subscribers of the Rights 2021 MCBs.

For Electronic Applications made through ATMs of the Participating Bank, a non-refundable administrative fee of S\$2 for each application will be charged by the Participating Bank at the point of application. No administrative fee will be borne by the subscribers of the Rights 2021 MCBs for Electronic Applications made through an Accepted Electronic Service.

- 2. If there is no established market for the securities or securities-based derivatives contracts being offered, provide information regarding the manner of determining the offer price, the exercise price or conversion price, if any, including the person who establishes the price or is responsible for the determination of the price, the various factors considered in such determination and the parameters or elements used as a basis for determining the price.**

The Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares will, when issued, be traded on the Main Board of the SGX-ST.

There is no established market for the Rights 2021 MCBs.

Approval in-principle has been received from the SGX for the listing of and quotation for the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares on the Main Board of the SGX-ST, subject to the satisfaction of the conditions prescribed by the SGX-ST.

The Directors have determined the Issue Price to be 100% of its principal amount, or S\$1.00 for each S\$1.00 in principal amount of the Rights 2021 MCBs.

The Rights 2021 MCB Conversion Shares will be issued upon the mandatory conversion of the outstanding Rights 2021 MCBs on the Maturity Date, at the Conversion Price (initially S\$4.84 per Share, subject to adjustments in accordance with the Terms and Conditions of the Rights 2021 MCBs). The initial Conversion Price of S\$4.84 per Rights 2021 MCB Conversion Share was determined based on the prevailing conversion price of the Rights 2020 MCBs. For the avoidance of doubt, no further cash outlay will be required from the Rights 2021 MCB Holders for the conversion of the Rights 2021 MCBs into Rights 2021 MCB Conversion Shares.

**3. If –**

- (a) any of the relevant entity’s shareholders or equity interest-holders have pre-emptive rights to subscribe for or purchase the securities or securities-based derivatives contracts being offered; and**
- (b) the exercise of the rights by the shareholder or equity interest-holder is restricted, withdrawn or waived,**

**indicate the reasons for such restriction, withdrawal or waiver, the beneficiary of such restriction, withdrawal or waiver, if any, and the basis for the offer price.**

Save for the Rights Issue, none of the Shareholders or other equity interest-holders of the Company has pre-emptive rights to subscribe for the Rights 2021 MCBs.

As there may be prohibitions or restrictions against the offering of the Rights 2021 MCBs in certain jurisdictions, only Entitled Shareholders are eligible to participate in the Rights Issue. Please refer to the sections entitled **“Offering, Selling and Transfer Restrictions”** and **“Eligibility of Shareholders to Participate in the Rights Issue”** of this Offer Information Statement for further information.

**4. If securities or securities-based derivatives contracts of the same class as those securities or securities-based derivatives contracts being offered are listed for quotation on any approved exchange –**

- (a) in a case where the first-mentioned securities or securities-based derivatives contracts have been listed for quotation on the approved exchange for at least 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities or securities-based derivatives contracts –**
  - (i) for each of the 12 calendar months immediately preceding the calendar month in which the latest practicable date falls; and**
  - (ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date; or**

The Rights 2021 MCBs are a new issue of securities with no established trading market. Unless previously redeemed or purchased and cancelled, the Company shall satisfy its obligation to redeem the Rights 2021 MCBs on the Maturity Date by mandatorily converting the Rights 2021 MCBs into Rights 2021 MCB Conversion Shares on the Maturity Date.

The Rights 2021 MCB Conversion Shares will, when issued, be traded on the Main Board of the SGX-ST.

The highest and lowest market prices and the volume of the Shares traded on the SGX-ST during each of the last 12 calendar months immediately preceding the Latest Practicable Date are as follows:

Month	Price Range		Volume of Shares traded per month ('000) <sup>(3)</sup>
	High (S\$) <sup>(1)</sup>	Low (S\$) <sup>(2)</sup>	
June 2020	4.38	3.73	348,170
July 2020	3.93	3.42	132,789
August 2020	3.80	3.31	148,785
September 2020	3.68	3.36	108,154
October 2020	3.62	3.39	94,445
November 2020	4.58	3.38	314,597
December 2020	4.43	4.22	178,454
January 2021	4.39	4.09	120,692
February 2021	5.03	4.11	194,949
March 2021	5.71	5.15	264,959
April 2021	5.72	4.99	225,558
1 May 2021 to 21 May 2021 (being the Latest Practicable Date)	4.97	4.50	153,062

Source: Bloomberg Finance L.P. Bloomberg Finance L.P. has not consented for the purposes of Section 249 of the SFA to the inclusion of the information referred to above and is thereby not liable for such information under Sections 253 and 254 of the SFA. While the Company and the Sole Lead Manager have taken reasonable actions to ensure that the above information has been reproduced in their proper form and context, neither, the Company, the Sole Lead Manager nor any other party has conducted an independent review of this information nor verified the accuracy of such information.

**Notes:**

- (1) High Price was based on the highest closing price for the Shares in a particular month.
- (2) Low Price was based on the lowest closing price for the Shares in a particular month.
- (3) Volume was based on the total volume of the Shares traded in a particular month.

**(b) in a case where the first-mentioned securities or securities-based derivatives contracts have been listed for quotation on the approved exchange for less than 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities or securities-based derivatives contracts –**

- (i) for each calendar month immediately preceding the calendar month in which the latest practicable date falls; and**
- (ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date;**

Not applicable, as the Shares have been listed for quotation on the Main Board of the SGX-ST for more than 12 months immediately preceding the Latest Practicable Date.

- (c) **disclose any significant trading suspension that has occurred on the approved exchange during the 3 years immediately preceding the latest practicable date or, if the securities or securities-based derivatives contracts have been listed for quotation for less than 3 years, during the period from the date on which the securities or securities-based derivatives contracts were first listed to the latest practicable date; and**

No significant trading suspension of the Shares has occurred on the SGX-ST during the three years immediately preceding the Latest Practicable Date.

- (d) **disclose information on any lack of liquidity, if the securities or securities-based derivatives contracts are not regularly traded on the approved exchange.**

Not applicable. Please refer to paragraph 4(a) of the section entitled “**Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 6 – The Offer and Listing**” for the volume of Shares traded during each of the last 12 calendar months immediately preceding the Latest Practicable Date.

5. **Where the securities or securities-based derivatives contracts being offered are not identical to the securities or securities-based derivatives contracts already issued by the relevant entity, provide –**

- (a) **a statement of the rights, preferences and restrictions attached to the securities or securities-based derivatives contracts being offered; and**
- (b) **an indication of the resolutions, authorisations and approvals by virtue of which the entity may create or issue further securities or securities-based derivatives contracts, to rank in priority to or equally with the securities or securities-based derivatives contracts being offered.**

#### Rights 2021 MCBs

The Rights 2021 MCBs will constitute direct, unconditional, unsubordinated, and unsecured obligations of the Company and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Company under the Rights 2021 MCBs shall, save for such exceptions as may be provided by mandatory provisions of applicable law, at all times rank at least equally with all of its other present and future direct, unconditional, unsubordinated and unsecured obligations.

Please refer to the Terms and Conditions of the Rights 2021 MCBs as set out in **Appendix A** to this Offer Information Statement.

#### Rights 2021 MCB Conversion Shares

The Rights 2021 MCB Conversion Shares to be delivered following mandatory conversion on the Maturity Date will be delivered fully paid, ranking *pari passu* in all respects with the then existing Shares, save for any dividends, rights, allotments or other distributions, the record date for which falls before the date of registration of the Rights 2021 MCB Conversion Shares.

## Further Issues

Under Condition 14 of the Terms and Conditions of the Rights 2021 MCBs, the Company may from time to time, with the consent of the Rights 2021 MCB Holders, create and issue further securities having the same terms and conditions as the Rights 2021 MCBs in all respects and so that such further issue shall be consolidated and form a single series with the outstanding Rights 2021 MCBs (or in all respects except for the issue date) or upon such terms as the Company may determine at the time of their issue.

## Authorising Resolutions

The Rights 2021 MCBs will be issued pursuant to the authority obtained from Shareholders by ordinary resolution passed at the EGM, which authority was renewed at the Annual General Meeting of the Company held on 27 July 2020 (the “**Authorising Resolutions**”) for, *inter alia*:

- (a) the issuance of up to S\$6.2 billion in aggregate principal amount of additional mandatory convertible bonds, (on terms that are substantially similar to that set out in Appendix 2 of the circular dated 15 April 2020), at any time and upon such other terms and conditions and for such purposes and to such persons as the Directors may in their absolute discretion deem fit (such additional mandatory convertible bonds to be convertible into additional mandatory convertible bonds conversion shares at a conversion price (“**Additional mandatory convertible bonds conversion price**”) to be determined by the Directors based on the terms set out in Appendix 2 of the circular dated 15 April 2020, subject to such adjustments and in accordance with such other terms and conditions as the Directors may in their absolute discretion and from time to time think fit), and
- (b) (notwithstanding the authority conferred by the Authorising Resolutions may have ceased to be in force) the allotment and issuance:
  - (i) upon conversion of the additional mandatory convertible bonds, such number of additional mandatory convertible bonds conversion shares as may be required or permitted to be allotted and issued on the conversion of the additional mandatory convertible bonds, subject to and otherwise in accordance with such terms and conditions of the additional mandatory convertible bonds, being issued and credited as fully-paid and which rank *pari passu* in all respects with the then existing Shares, save as may otherwise be provided in the terms and conditions of the additional mandatory convertible bonds;
  - (ii) on the same basis as paragraph (a)(i) above, such further additional mandatory convertible bonds conversion shares as may be required to be allotted and issued on the conversion of any of the additional mandatory convertible bonds upon the adjustment of the additional mandatory convertible bonds conversion price in accordance with the terms and conditions of the additional mandatory convertible bonds, being issued and credited as fully-paid and which rank *pari passu* in all respect with the then existing Shares, save as may otherwise be provided in the terms and conditions of the additional mandatory convertible bonds; and



- (iii) the Directors and/or any of them to be authorised to complete and do all such acts and things (including executing all such documents as may be required) as they and/or he may consider expedient or necessary or in the interests of the Company to give effect to the transactions contemplated and/or authorised by the Authorising Resolutions.

The Authorising Resolutions also provided that (unless revoked or varied by the Company in general meeting) the authority conferred therein shall continue in force until (i) the conclusion of the next Annual General Meeting of the Company; (ii) the date by which the next Annual General Meeting of the Company is required by law to be held; or (iii) the date falling 15 months from 30 April 2020, whichever is the earliest. Given that the aggregate principal amount of the Rights 2021 MCBs would substantially utilise the maximum permissible amount of additional mandatory convertible bonds authorised for issuance, the Company does not anticipate that any further mandatory convertible bonds will be issued pursuant to the Authorising Resolutions.

## **Plan of Distribution**

- 6. Indicate the amount, and outline briefly the plan of distribution, of the securities or securities-based derivatives contracts that are to be offered otherwise than through underwriters. If the securities or securities-based derivatives contracts are to be offered through the selling efforts of any broker or dealer, describe the plan of distribution and the terms of any agreement or understanding with such entities. If known, identify each broker or dealer that will participate in the offer and state the amount to be offered through each broker or dealer.**

## **Basis of Provisional Allotment**

The Rights Issue is made on a renounceable basis to Entitled Shareholders on the basis of 209 Rights 2021 MCBs for every 100 existing Shares held by Entitled Shareholders as at the Record Date at the Issue Price, in each case, fractional entitlements to be disregarded.

The Rights 2021 MCBs are payable in full upon acceptance and/or application and upon allotment. Up to S\$6,196,793,517 in aggregate principal amount of Rights 2021 MCBs will be issued.

## **Entitled Shareholders**

Entitled Shareholders are at liberty to accept, decline or renounce their Rights and are eligible to apply for additional Rights 2021 MCBs in excess of their provisional allotments under the Rights Issue. Entitled Depositors are also able to trade their Rights on the SGX-ST during the Rights trading period prescribed by the SGX-ST.

Fractional entitlements to the Rights 2021 MCBs will be aggregated and used with provisional allotments which are not taken up or allotted for any reason to satisfy excess applications for Rights 2021 MCBs (if any) or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit for the benefit of the Company.

In the allotment of excess Rights 2021 MCBs, preference will be given to the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights Issue, or have representation (direct or through a nominee) on the Board of Directors will rank last in priority for rounding of odd lots and allotment of excess Rights 2021 MCBs.

## Foreign Shareholders

Other than with respect to Entitled QIBs and certain pre-identified investors in the United Kingdom, Foreign Shareholders will not be entitled to participate in the Rights Issue. Accordingly, no provisional allotment of Rights 2021 MCBs will be made to Foreign Shareholders and no purported acceptance or application for the Rights 2021 MCBs by Foreign Shareholders will be valid.

As there may be prohibitions or restrictions against the offering of Rights 2021 MCBs and Rights 2021 MCB Conversion Shares in certain jurisdictions, only Entitled Shareholders are eligible to participate in the Rights Issue. Please see the section entitled “**Eligibility of Shareholders to Participate in the Rights Issue**” of this Offer Information Statement for details on the eligibility of Shareholders to participate in the Rights Issue.

In reliance on certain exemptions from registration under the Securities Act applicable to an offer and sale of securities which does not involve a public offering in the U.S., the Company may offer, by way of private placement, the Rights 2021 MCBs to a limited number of Entitled QIBs. The Company and the Sole Lead Manager reserve absolute discretion in determining whether to allow such participation as well as the identity of the persons who may be allowed to do so. The Rights and the Rights 2021 MCBs are being offered and sold outside the U.S. as defined in and in reliance on Regulation S under the Securities Act and within the United States pursuant to an applicable exemption from, or a transaction not subject to, the registration requirements of the Securities Act.

## Undertaking

A wholly-owned subsidiary of Temasek (namely, Tembusu) has given the Undertaking to the Company to, *inter alia*, subscribe for, or procure the subscription of, Temasek's *pro-rata* entitlement to the Rights 2021 MCBs under the Rights Issue. It has also undertaken to subscribe for, or procure the subscription of, any unsubscribed Rights 2021 MCBs, remaining after the fulfilment of valid applications by other Shareholders for the same under the terms of the Rights Issue.

Please see paragraph 1(f) in the section entitled “**Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 10 – Additional Information Required for Offer of Securities or Securities-based Derivatives Contracts by way of Rights Issue**” of this Offer Information Statement for more information on the Undertaking.

7. **Provide a summary of the features of the underwriting relationship together with the amount of securities or securities-based derivatives contracts being underwritten by each underwriter.**

The Rights Issue is not underwritten by a financial institution.

## PART 7 – ADDITIONAL INFORMATION

### Statements by Experts

1. **Where a statement or report attributed to a person as an expert is included in the offer information statement, provide such person's name, address and qualifications.**

Not applicable. No statement or report made by an expert is included in this Offer Information Statement.

2. **Where the offer information statement contains any statement (including what purports to be a copy of, or extract from, a report, memorandum or valuation) made by an expert –**

- (a) **state the date on which the statement was made;**
- (b) **state whether or not it was prepared by the expert for the purpose of incorporation in the offer information statement; and**
- (c) **include a statement that the expert has given, and has not withdrawn, his or her written consent to the issue of the offer information statement with the inclusion of the statement in the form and context in which it is included in the offer information statement.**

Not applicable. No statement or report made by an expert is included in this Offer Information Statement.

3. **The information mentioned in paragraphs 1 and 2 of this Part need not be provided in the offer information statement if the statement attributed to the expert is a statement to which the exemption under regulation 33(2) applies.**

Not applicable. No statement or report made by an expert is included in this Offer Information Statement.

### Consents from Issue Managers and Underwriters

4. **Where a person is named in the offer information statement as the issue manager or underwriter (but not a sub-underwriter) to the offer, include a statement that the person has given, and has not withdrawn, his or her written consent to being named in the offer information statement as the issue manager or underwriter, as the case may be, to the offer.**

DBS Bank Ltd. as Sole Lead Manager for the Rights Issue, has given, and has not, before the lodgment of this Offer Information Statement with the MAS, withdrawn its written consent to being named in this Offer Information Statement as the Sole Lead Manager for the Rights Issue.

## **Other Matters**

**5. Include particulars of any other matters not disclosed under any other paragraph of this Schedule which could materially affect, directly or indirectly –**

- (a) the relevant entity's business operations or financial position or results; or**
- (b) investments by holders of securities or securities-based derivatives contracts in the relevant entity.**

Save as disclosed in this Offer Information Statement, the Directors are not aware of any other matter which could materially affect, directly or indirectly, the Company's business operations, financial position or results or investments by holders of securities or securities-based derivatives contracts in the Company.

## **PART 8 – ADDITIONAL INFORMATION REQUIRED FOR OFFER OF DEBENTURES OR UNITS OF DEBENTURES**

### **Guarantor Entity, Advisers and Agents**

- 1. Provide the name and address of each paying agent of the relevant entity.**

Please refer to paragraph 3 of the section entitled “**Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 2 – Identity of Directors, Advisers and Agents**” of this Offer Information Statement.

- 2. In the case of a guaranteed debenture issue, provide –**

**(a) the name and address of the guarantor entity; and**

**(b) the names and addresses of each of the directors or equivalent person of the guarantor entity**

Not applicable.

- 3. Provide the name and address of the trustee, fiscal agent or any other representative for the debenture holders, and the main terms of the document governing such trusteeship or representation, including provisions concerning the functions, rights and obligations of the trustee, fiscal agent or representative. Disclose any conditions precedent or other requirements that are to be satisfied before the trustee, fiscal agent or representative will –**

**(a) enforce a lien against the property of the relevant entity;**

**(b) act on behalf of the debenture holders; or**

**(c) take any action at the request of the debenture holders.**

The names and addresses of the Trustee and the Principal Paying and Conversion Agent, Registrar and Transfer Agent are set out in paragraph 3 of the section entitled “**Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 2 – Identity of Directors, Advisers and Agents**” of this Offer Information Statement.

### Trust Deed

The Rights 2021 MCBs will be constituted by the Trust Deed to be entered into between the Company, as issuer, and HSBC Institutional Trust Services (Singapore) Limited, as trustee for the Rights 2021 MCB Holders. The Trustee will be appointed to act as trustee of the Trust Deed for the benefit of the Rights 2021 MCB Holders on the terms and subject to the conditions contained in the Trust Deed and the Rights 2021 MCBs. The rights and interests of the Rights 2021 MCB Holders will be contained in the Trust Deed. The Trust Deed will provide for the Trustee to take action on behalf of the Rights 2021 MCB Holders in certain circumstances, subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction. In particular, at any time after the Rights 2021 MCBs have become due and repayable, the Trustee may, without further notice to the Company or the Rights 2021 MCB Holders institute such proceedings against the Company as it may think fit to enforce repayment of the Rights 2021 MCBs and to enforce the provisions of the Trust Deed, but it will not be bound to institute any such proceedings unless (a) it shall have been so requested

in writing by the holders of not less than 30% in principal amount of the Rights 2021 MCBs then outstanding or shall have been so directed by an Extraordinary Resolution of Rights 2021 MCB Holders and (b) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction by the Rights 2021 MCB Holders against all actions, proceedings, claims, demands and liabilities to which it may thereby become liable and all costs, charges, damages and expenses which may be incurred by it in connection therewith.

The Trustee may in relation to any of the Transaction Documents (as defined in the Trust Deed) engage, consult, act (or refrain from acting) on the opinion or advice or certificate or report of, or any information obtained from, any lawyer, valuer, banker, securities company, accountant, broker, surveyor, auctioneer or other expert in Singapore or elsewhere and neither the Trustee nor any of its directors, officers, employees or agents shall be liable to anyone for any action taken, or omitted to be done or suffered to be taken in good faith on any opinion, advice, certificate, report or information purporting to be conveyed by such means even if it contains some error or is not authentic.

The Trust Deed will also provide that the Trustee shall not be bound to make any enquiry or to take any steps to ascertain whether any Event of Default or Potential Event of Default (each as defined in the Trust Deed) has occurred and, until it shall have actual knowledge or shall have express notice to the contrary, the Trustee shall be entitled to assume without enquiry (it being the intention that it should assume without enquiry), and shall not be liable for assuming that no such event has occurred and that the Company is performing all its obligations under the Trust Deed and under the Rights 2021 MCBs. In particular, the Trustee shall not be required to monitor the financial performance of the Company.

The Trust Deed will be governed by, and construed in accordance with, the laws of Singapore.

The other functions, rights and obligations of the Trustee will be set out in the Trust Deed.

#### Agency Agreement

The administrative matters relating to the Rights 2021 MCBs will be addressed in the Agency Agreement.

The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch will be appointed as the Principal Paying and Conversion Agent, Registrar and Transfer Agent in respect of the Rights 2021 MCBs in accordance with the terms and conditions of the Agency Agreement. The Registrar will maintain a register for the Rights 2021 MCBs in accordance with the terms and conditions of the Agency Agreement.

The Principal Paying and Conversion Agent, Registrar and Transfer Agent will facilitate the conversion of the Rights 2021 MCBs into Rights 2021 MCB Conversion Shares and the transfer of the Rights 2021 MCBs in accordance with the Agency Agreement and the Terms and Conditions of the Rights 2021 MCBs.

The functions, rights and obligations of the Principal Paying and Conversion Agent, Registrar and Transfer Agent will be set out in the Agency Agreement.

#### Depository Agreement and Deed of Covenant

CDP will be appointed to act as depository for the Rights 2021 MCBs on the terms and conditions of the Depository Agreement and the Deed of Covenant. So long as the Rights 2021 MCBs are held by or on behalf of CDP, transactions in the Rights 2021 MCBs can only be cleared and settled on a book-entry basis through the computerised system operated by CDP.



The Terms and Conditions of the Rights 2021 MCBs are set out in **Appendix A** to this Offer Information Statement.

Copies of the Trust Deed, the Agency Agreement, the Deed of Covenant and the Depository Agreement will be available for inspection by Rights 2021 MCB Holders at the specified office of the Principal Paying and Conversion Agent, Registrar and Transfer Agent (being as at the date of this Offer Information Statement at 10 Marina Boulevard, Marina Bay Financial Centre Tower 2 #45-01, Singapore 018983) from the Issue Date in accordance with the Terms and Conditions of the Rights 2021 MCBs.

4. **If, in the reasonable opinion of the directors or equivalent persons, the trustee or representative for the debenture holders has a material relationship with the relevant entity which could cause a conflict to arise between the trustee's or representative's interest as a trustee or representative for the debenture holders and the trustee's or representative's other interests, describe the nature and terms of such relationship and explain why the directors or equivalent persons of the relevant entity still consider the appointment to be appropriate.**

The Directors are of the reasonable opinion that the Trustee does not have a material relationship with the Company which could cause a conflict to arise between the Trustee's interest as the trustee for the Rights 2021 MCBs and the Trustee's other interests.

#### **Offer Statistics**

5. **State –**

- (a) **where the amount of subscriptions that are being sought is fixed at the date of lodgment of the offer information statement –**
- (i) **that amount; and**
  - (ii) **where applicable, that that amount may be reduced and how and when the relevant entity will inform investors of the final amount of subscriptions sought;**
- (b) **where the amount of subscriptions that are being sought is not fixed at the date of lodgment of the offer information statement –**
- (i) **the range of that amount; and**
  - (ii) **how and when the relevant entity will inform investors of the final amount of subscriptions sought;**
- (c) **the nature and denomination of the debentures or units of debentures, as the case may be, being offered;**
- (d) **where the number of debentures or units of debentures being offered is fixed at the date of lodgment of the offer information statement –**
- (i) **that number; and**
- where applicable, that that number may be reduced, and how and when the relevant entity will inform investors of the final number of debentures or units of the debentures, as the case may be, offered;**

- (e) where the number of debentures or units of debentures being offered is not fixed at the date of lodgment of the offer information statement –
  - (i) the range of that number; and
  - (ii) how and when the relevant entity will inform investors of the final number of debentures or units of debentures, as the case may be, offered;
- (f) where the debentures or units of debentures, as the case may be, are offered at a discount or premium, the face value of the debentures or units of debentures being offered and the discount or premium; and
- (g) the currency of the issue and, if the issue is payable in any other currency, that fact.

Please refer to the sections entitled “**Summary of the Rights Issue of Rights 2021 MCBs**”, paragraphs 1, 2 and 7 of the section entitled “**Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 3 – Offer Statistics and Timetable**”, and paragraphs 1 and 2 of the section entitled “**Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 6 – The Offer and Listing – Offer and Listing Details**” of this Offer Information Statement.

The Issue Price is payable in Singapore dollars. As soon as practicable after the Closing Date, the Company will announce the results of the allotment of the Rights 2021 MCBs, including the final principal amount of the Rights 2021 MCBs to be issued pursuant to the Rights Issue, through an SGXNET announcement to be posted on the internet at the SGX-ST’s website, <http://www.sgx.com>.

6. If the amount of the debentures or units of debentures, as the case may be, being offered can be increased, such as by the exercise of an underwriter’s over-allotment option or “greenshoe option”, state the exercise period of and amount under that option. To avoid doubt, the amount of subscriptions to be stated under paragraph 5(a) or (b) of this Part and the number of debentures or units of debentures being offered to be stated under paragraph 5(d) or (e) of this Part must not include any amount of debentures or units of debentures being offered that can be increased under such an option.

Up to S\$6,196,793,517 in aggregate principal amount of Rights 2021 MCBs are offered pursuant to the Rights Issue (on the basis of 209 Rights 2021 MCBs for every 100 existing Shares held by Entitled Shareholders as at the Record Date, fractional entitlements to be disregarded). The principal amount of Rights 2021 MCBs being offered pursuant to the Rights Issue may not be increased.

Under Condition 14 of the Terms and Conditions of the Rights 2021 MCBs, the Company may from time to time, with the consent of the Rights 2021 MCB Holders, create and issue further securities having the same terms and conditions as the Rights 2021 MCBs in all respects and so that such further issue shall be consolidated and form a single series with the outstanding Rights 2021 MCBs (or in all respects except for the issue date) or upon such terms as the Company may determine at the time of their issue.

## **Principal Terms and Conditions**

- 7. Provide the following information on the debentures or units of debentures, as the case may be, being offered:**
- (a) where the yield is fixed at the date of lodgment of the offer information statement, that yield and a summary of the method by which that yield is calculated;**
  - (b) where the yield is not fixed at the date of lodgment of the offer information statement –**
    - (i) how and when the relevant entity will inform investors of the final yield; and**
    - (ii) a statement that subscriptions from investors (other than any institutional investor, relevant person as defined in section 275(2) of the Act, or person who intends to subscribe for the debentures or units of debentures, as the case may be, at a consideration of at least \$200,000) will be accepted only after the final yield is made known to the investors;**
  - (c) where the nominal interest rate is set at the date of lodgment of the offer information statement, the nominal interest rate and –**
    - (i) if the nominal interest rate is a floating rate, how the rate is calculated; and**
    - (ii) if several or variable interest rates are provided for, the conditions for changes in the rate;**
  - (d) where the nominal interest rate is not set at the date of lodgment of the offer information statement –**
    - (i) how and when the relevant entity will inform investors of the final nominal interest rate; and**
    - (ii) a statement that subscriptions from investors (other than any institutional investor, relevant person as defined in section 275(2) of the Act, or person who intends to subscribe for the debentures or units of debentures, as the case may be, at a consideration of at least \$200,000) will be accepted only after the nominal interest rate is made known to the investors;**
  - (e) the issue and redemption prices;**
  - (f) the date from which interest accrues, and the interest payment dates;**
  - (g) the procedures for, and validity period of, claims for payment of interest and repayment of the principal sum;**
  - (h) if the principal sum of, or the interest on, the debentures or units of debentures, as the case may be, is payable in any currency other than the currency of the issue, that fact;**

- (i) where the principal sum of, or the interest on, the debentures or units of debentures, as the case may be, may be paid in more than one currency –
  - (i) the persons who have the power to determine –
    - (A) the currency or currencies in which payment is to be made; and
    - (B) the applicable currency exchange rates; and
  - (ii) the basis on which each determination in sub-paragraph (i) will be made;
- (j) the final repayment date and, where there is any option for early repayment –
  - (i) that fact;
  - (ii) whether the option is exercisable at the option of the relevant entity or of the holder of the debentures or units of debentures; and
  - (iii) the early repayment date;
- (k) details of the arrangements for the amortisation or early redemption of the debentures or units of debentures, as the case may be, including procedures to be adopted;
- (l) a description of any subordination or seniority of the issue to other debts of the relevant entity already incurred or to be incurred;
- (m) where the rights of the holders of the debentures or units of debentures, as the case may be, will be subordinated to other security holders or creditors –
  - (i) the aggregate amount of outstanding indebtedness that ranks in priority to the debentures or units of debentures being offered, as of the latest practicable date; or
  - (ii) where there is no limit on the creation of additional indebtedness that ranks in priority to the debentures or units of debentures being offered, that fact;
- (n) the rights conferred upon the holders of the debentures or units of debentures, as the case may be, including rights in respect of interest and redemption, and whether these rights may be materially limited or qualified by the rights of any other class of security holders or creditors;
- (o) the particulars of any security, including provisions relating to the release or substitution of the security, if applicable, and where the security is in the form of a fixed asset, any requirement for the maintenance of that asset;
- (p) the particulars of any significant covenant, including those concerning subsequent issues of other forms, or subsequent series of debentures or units of debentures;
- (q) a statement as to whether or not the relevant entity has any right to create any additional charge over any of the assets subject to a charge to secure the repayment of the debentures or units of debentures, as the case may be, being an additional charge that will rank in priority to or equally with the charge to secure the repayment of the debentures or units of debentures, as the case may be, and, if there is any such right, particulars of its nature and extent;

- (r) the nature and scope of any guarantee, surety or commitment intended to ensure that the issue will be duly serviced with regard to both the principal sum of and the interest on the debentures or units of debentures, as the case may be; and the material terms and conditions of any such guarantee, surety or commitment (including all conditions for the application of that guarantee, surety or commitment);
- (s) any legislation under which the debentures or units of debentures, as the case may be, have been created, and the governing law and the competent courts in the event of litigation;
- (t) definition of events constituting defaults, the remedies available in the event of default, and the effect (if any) of a default on the acceleration of the maturity of the debentures or units of debentures, as the case may be;
- (u) information on when holders of the debentures or units of debentures are able to take action to enforce their claims;
- (v) the procedures and actions to be taken by the relevant entity, guarantor entity, trustee, fiscal agent or any other representative for the debenture holders (as the case may be) in the event of a default or potential event of default, including –
  - (i) the communication plans with debenture holders;
  - (ii) whether any meeting of debenture holders will be convened by the relevant entity, guarantor entity, trustee, fiscal agent or other representative for the debenture holders;
  - (iii) whether the trustee, fiscal agent or any other representative for the debenture holders is bound to take steps to ascertain whether there is an event of default or a potential event of default; and
  - (iv) the conditions to be fulfilled in order for the trustee or other representative for the debenture holders to take action on behalf of those debenture holders or at the request of those debenture holders, including any threshold of approval or instruction and any pre-funding or indemnification requirement;
- (w) provisions setting out how the terms and conditions of the debentures or units of debentures, as the case may be, or the rights of the holders of the debentures or units of debentures, may be modified;
- (x) the consequences of any failure to make payments that does not constitute an event of default, and the remedies available (under the terms of the debentures or units of debentures, as the case may be, or the applicable law) for any such failure.

Please refer to the sections entitled “**Summary of the Rights Issue of Rights 2021 MCBs**” and “**Trading**” and paragraphs 1 and 2 of the section entitled “**Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 6 – The Offer and Listing**” of this Offer Information Statement as well as the Terms and Conditions of the Rights 2021 MCBs as set out in **Appendix A** to this Offer Information Statement.

## Status

The Rights 2021 MCBs constitute direct, unconditional, unsubordinated, and unsecured obligations of the Company and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Company under the Rights 2021 MCBs shall, save for such exceptions as may be provided by mandatory provisions of applicable law, at all times rank at least equally with all of its other present and future direct, unconditional, unsubordinated and unsecured obligations.

As the Rights 2021 MCBs are unsecured, the claims of secured creditors will have priority over the Rights 2021 MCB Holders. Please refer to the section entitled “**Risk Factors – Risks Relating to an Investment in the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares – The Rights 2021 MCBs are unsecured, making them a riskier investment than if they were secured**” of this Offer Information Statement.

## Redemption

Please refer to Conditions 5 and 7 of the Terms and Conditions of the Rights 2021 MCBs as set out in **Appendix A** to this Offer Information Statement for further information on the conversion and redemption of the Rights 2021 MCBs.

## Events of Default

Please refer to Conditions 9 and 11 of the Terms and Conditions of the Rights 2021 MCBs as set out in **Appendix A** to this Offer Information Statement for the Events of Default with regard to the Rights 2021 MCBs, the remedies available to Rights 2021 MCB Holders in such events and information on when Rights 2021 MCB Holders are able to take action to enforce their claims. Please also refer to the section entitled “**Risk Factors – Risks Relating to an Investment in the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares – The Company may not be in a position to meet its payment obligations under the Rights 2021 MCBs, and there are limited remedies for non-payment under the Terms and Conditions of the Rights 2021 MCBs**” of this Offer Information Statement.

The Trust Deed will provide for the Trustee to take action on behalf of the Rights 2021 MCB Holders in certain circumstances, subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction. In particular, at any time after the Rights 2021 MCBs have become due and repayable, the Trustee may, without further notice to the Company or the Rights 2021 MCB Holders institute such proceedings against the Company as it may think fit to enforce repayment of the Rights 2021 MCBs and to enforce the provisions of the Trust Deed, but it will not be bound to institute any such proceedings unless (a) it shall have been so requested in writing by the holders of not less than 30% in principal amount of the Rights 2021 MCBs then outstanding or shall have been so directed by an Extraordinary Resolution of Rights 2021 MCB Holders and (b) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction by the Rights 2021 MCB Holders against all actions, proceedings, claims, demands and liabilities to which it may thereby become liable and all costs, charges, damages and expenses which may be incurred by it in connection therewith.

The Trust Deed will also provide that the Trustee shall not be bound to make any enquiry or to take any steps to ascertain whether any Event of Default or Potential Event of Default has occurred and, until it shall have actual knowledge or shall have express notice to the contrary, the Trustee shall be entitled to assume without enquiry (it being the intention that it should assume without enquiry), and shall not be liable for assuming that no such event has occurred and that the Company is performing all its obligations under the Trust Deed and under the Rights 2021 MCBs. In particular, the Trustee shall not be required to monitor the financial performance of the Company.



## Communication with Rights 2021 MCB Holders

Notices to Rights 2021 MCB Holders will be valid if either (a) published in a leading English language newspaper having general circulation in Singapore (which is expected to be the Business Times) or (b) for so long as the Company or the Rights 2021 MCBs are listed on the SGX-ST, published or announced on the website of the SGX-ST at <http://www.sgx.com>. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which such publication is made in such newspaper or on the website of SGX-ST. Notwithstanding the other provisions of Condition 15 of the Terms and Conditions of the Rights 2021 MCBs, all notices to such Rights 2021 MCB Holders will be validly given if mailed to them at their respective addresses in the register of Rights 2021 MCB Holders and shall be deemed to have been given on the seventh day after being so mailed.

In the event of an Event of Default, the Company is to make an immediate announcement on SGXNET in accordance with the Listing Manual. In addition, the Company will covenant with the Trustee in the Trust Deed that on the occurrence of any Event of Default or Potential Event of Default, upon request in writing by the Trustee and at the Company's own expense, give notice to the Rights 2021 MCB Holders of the occurrence of such event and convene meetings of the Rights 2021 MCB Holders for purposes of taking instructions from Rights 2021 MCB Holders on whether to declare the Rights 2021 MCBs due and payable.

## Prescription Period

Claims in respect of amounts due in respect of the Rights 2021 MCBs will become prescribed unless it is made within 10 years from the date on which such payment first became due.

## Modification

Please refer to Condition 12 of the Terms and Conditions of the Rights 2021 MCBs as set out in **Appendix A** to this Offer Information Statement and the section entitled "**Risk Factors – Rights 2021 MCB Holders are subject to the Terms and Conditions of the Rights 2021 MCBs, which include provisions as to modifications, waivers and events of default**" of this Offer Information Statement for information regarding modification of the Trust Deed and the Terms and Conditions of the Rights 2021 MCBs.

## Credit Rating

8. If the relevant entity, its guarantor entity or the debentures or units of debentures being offered have been given a credit rating by a credit rating agency, disclose –
- (a) the name of the credit rating agency;
  - (b) the credit rating (including whether it is a short-term or long-term credit rating);
  - (c) whether any fee or benefit of any kind has been paid by the relevant entity, its guarantor entity or any of their related parties to the credit rating agency, in consideration for the credit rating assessment; and
  - (d) the date on which the credit rating was given.

Not applicable.

9. If a credit rating is disclosed under paragraph 8 of this Part, provide the following information:
- (a) a statement whether the credit rating is current as of the date of lodgment of the offer information statement;
  - (b) a statement that the credit rating is not a recommendation to invest in the debentures or units of debentures, as the case may be, and that investors should perform their own evaluation as to whether the investment is appropriate;
  - (c) a statement that the credit rating may be revised or withdrawn at any time;
  - (d) a statement that the credit rating is a statement of opinion;
  - (e) a statement stating the specific publicly available sources where the following information can be obtained:
    - (i) the rating methodology used by the credit rating agency;
    - (ii) the relative ranking of the credit rating;
    - (iii) an explanation of the meaning and limitations of the credit rating;
    - (iv) if the credit rating is a “preliminary”, “provisional” or “expected” rating, the status of that designation and its implications on the relevant entity or the debentures or units of debentures being offered or, in the case of a guaranteed debenture issue, its implications on the relevant entity, its guarantor entity or the debentures or units of debentures being offered;
  - (f) if the credit rating is a “preliminary”, “provisional” or “expected” rating, a statement undertaking to announce the final rating when it is available;
  - (g) if the credit rating is below BBB by Fitch Ratings, Baa by Moody’s Investors Service, BBB by Standard and Poor’s Ratings Services, or an equivalent rating by any other credit rating agency, provide the following statement:

“This rating is a non-investment grade credit rating.”

Not applicable.

10. If all of the relevant entity, its guarantor entity, and the debentures or units of debentures (as the case may be) being offered have not been given a credit rating by a credit rating agency, state that fact, and provide a statement that not having a credit rating means that no independent assessment by a credit rating agency of the default risk of the relevant entity, its guarantor entity, and the debentures or units of debentures (as the case may be) being offered has been made.

The Company and the Rights 2021 MCBs are not rated by any credit rating agency. Accordingly, no independent assessment by a credit rating agency of the default risk of the Company and the Rights 2021 MCBs has been made.

## **Secured Debentures**

- 11. Provide, in relation to an offer of secured debentures or certificates of debenture stock, a summary by the auditors of the relevant entity showing, in tabular form –**

- (a) the aggregate value of the tangible assets owned by the relevant entity;**
- (b) the aggregate value of the tangible assets owned by each, or jointly owned by 2 or more, of its guarantor entities; and**
- (c) the aggregate value of the tangible assets jointly owned by the relevant entity and one or more of its guarantor entities,**

**which have been charged to secure the repayment of all or any moneys payable in respect of the secured debentures or certificates of debenture stock, including an explanation of any adjustment made for the purpose of providing a true and fair view of those assets.**

Not applicable.

- 12. Show also, in the summary –**

- (a) the amounts outstanding of the aggregate amounts borrowed by the relevant entity and by each of its guarantor entities, distinguishing between those amounts outstanding which will rank for repayment in priority to the amount under the proposed issue and those amounts outstanding which will rank for repayment equally with the amount under the proposed issue;**
- (b) where any charge is for a liability the amount of which may vary from time to time, the actual amount of the liability as at the date on which the summary is made and any further amount which may be advanced under that charge; and**
- (c) the aggregate amount of advances by the relevant entity to related corporations or related entities of the relevant entity, distinguishing between advances which are secured and advances which are unsecured.**

Not applicable.

- 13. The auditors of the relevant entity may explain or qualify, by way of notes or otherwise, any of the matters set out in the summary.**

Not applicable.

- 14. Where the tangible assets mentioned in paragraph 11 of this Part are in the form of property, provide information on a report of the valuation of the interest of the relevant entity and each of its guarantor entities in each property charged, showing the nature and extent of the interest of the relevant entity and of each of its guarantor entities, such report to be made not more than 6 months before the date of lodgment of the offer information statement by an independent qualified valuer.**

Not applicable.

## **Documents for Inspection**

- 15. Provide a statement that, for a period of at least 6 months after the date of lodgment of the offer information statement, the trust deed, fiscal agency agreement or any other document constituting the debentures or units of debentures (or a copy of the trust deed, fiscal agency agreement or other document) and in the case of a guaranteed debenture issue, the guarantee and other related documents (or a copy of the guarantee and related documents), may be inspected by any person at a specified place in Singapore.**

For at least six months after the date of lodgment of this Offer Information Statement, copies of the Trust Deed, the Agency Agreement and the Deed of Covenant will be available for inspection at the specified office of the Principal Paying and Conversion Agent, Registrar and Transfer Agent (being as at the date of this Offer Information Statement at 10 Marina Boulevard, Marina Bay Financial Centre Tower 2 #45-01, Singapore 018983). Prior to the execution of the Trust Deed, the Agency Agreement and the Deed of Covenant on the Issue Date, drafts of such documents will be available for inspection.

## PART 9 – ADDITIONAL INFORMATION REQUIRED FOR CONVERTIBLE DEBENTURES

### Information on Convertible Debentures

1. Provide information concerning the nature of the securities, securities-based derivatives contracts, equity interests or property offered by way of conversion, exchange, subscription or purchase and the rights attached to the securities, securities-based derivatives contracts, equity interests or property including, in particular, the voting rights, entitlement to share in profits and, in the event of liquidation, any surplus and any other special rights.

Please refer to the sections entitled “**Summary of the Rights Issue of Rights 2021 MCBs**”, “**Risk Factors – Risks Relating to an Investment in the Rights, the Rights 2021 MCBs and the Rights 2021 MCB Conversion Shares**” and in particular, the risk factors entitled “**Rights 2021 MCB Holders will have no rights as Shareholders until they acquire Rights 2021 MCB Conversion Shares upon the mandatory conversion of the Rights 2021 MCBs**” and “**Investors may experience future dilution in the value of their Shares**” and paragraphs 1 and 2 of the section entitled “**Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 6 – The Offer and Listing**” of this Offer Information Statement as well as the Terms and Conditions of the Rights 2021 MCBs as set out in **Appendix A** to this Offer Information Statement.

2. Provide information on the terms, conditions and procedures for conversion, exchange, subscription or purchase and details of the circumstances under which they may be amended, including the following information:
  - (a) the total number or value of securities, securities-based derivatives contracts, equity interests or property which is the subject of the conversion, exchange, subscription or purchase;
  - (b) the period during which the conversion, exchange, subscription or purchase right may be exercised and the date on which this right commences;
  - (c) the amount payable on the exercise of the conversion, exchange, subscription or purchase right;
  - (d) any arrangement for the transfer or transmission of the conversion, exchange, subscription or purchase right;
  - (e) the rights of the holders of the debentures or units of debentures in respect of the conversion, exchange, subscription or purchase right on the liquidation of the entity the securities, securities-based derivatives contracts, equity interests or property of which is the subject of the conversion, exchange, subscription or purchase;
  - (f) any arrangement for the variation in the subscription price of the securities, securities-based derivatives contracts, equity interests or property which is the subject of the conversion, exchange, subscription or purchase, or in the exercise price of the convertible debentures, or in the number or value of securities, securities-based derivatives contracts, equity interests or property which is the subject of the conversion, exchange, subscription or purchase, in the event of any alteration in the capital of the entity the securities, securities-based derivatives contracts, equity interests or property of which is the subject of the conversion, exchange, subscription or purchase; and

- (g) if there is no established market for the securities, securities-based derivatives contracts, equity interests or property which is the subject of the conversion, exchange, subscription or purchase, the manner of determining the subscription or exercise or conversion price, including who establishes the price or is responsible for the determination of the price, the various factors considered in such determination and the parameters or elements used as a basis for determining the price.

Please refer to the sections entitled “**Summary of the Rights Issue of Rights 2021 MCBs**”, “**Trading**” and paragraphs 1 and 2 of the section entitled “**Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 6 – The Offer and Listing**” of this Offer Information Statement as well as the Terms and Conditions of the Rights 2021 MCBs as set out in **Appendix A** to this Offer Information Statement. For the avoidance of doubt, no further cash outlay will be required from the Rights 2021 MCB Holders for the conversion of the Rights 2021 MCBs into Rights 2021 MCB Conversion Shares.



**PART 10 – ADDITIONAL INFORMATION REQUIRED FOR OFFER OF SECURITIES OR SECURITIES-BASED DERIVATIVES CONTRACTS BY WAY OF RIGHTS ISSUE**

**1. Provide –**

**(a) the particulars of the rights issue;**

Please refer to the sections entitled “**Summary of the Rights Issue of Rights 2021 MCBs**” of this Offer Information Statement for particulars of the Rights Issue.

**(b) the last day and time for splitting of the provisional allotment of the securities or securities-based derivatives contracts to be issued pursuant to the rights issue;**

Thursday, 10 June 2021 at 5.00 p.m.

Please refer to the section entitled “**Indicative Timetable of Key Events**” of this Offer Information Statement for more details.

**(c) the last day and time for acceptance of and payment for the securities or securities-based derivatives contracts to be issued pursuant to the rights issue;**

Wednesday, 16 June 2021 at 5.00 p.m. for applications made through CDP or the Share Registrar.

Wednesday, 16 June 2021 at 9.30 p.m. for Electronic Applications through ATMs of Participating Banks or an Accepted Electronic Service.

Please refer to the section entitled “**Indicative Timetable of Key Events**” of this Offer Information Statement for more details.

**(d) the last day and time for renunciation of and payment by the renouncee for the securities or securities-based derivatives contracts to be issued pursuant to the rights issue;**

Wednesday, 16 June 2021 at 5.00 p.m. for applications made through CDP or the Share Registrar.

Wednesday, 16 June 2021 at 9.30 p.m. for Electronic Applications through ATMs of Participating Banks or an Accepted Electronic Service.

Entitled Depositors who wish to renounce their Rights in favour of a third party should note that CDP requires three Market Days to effect such renunciation. As such, Entitled Depositors who wish to renounce are advised to do so early to allow sufficient time for the renouncee to accept his Rights.

**(e) the terms and conditions of the offer of securities or securities-based derivatives contracts to be issued pursuant to the rights issue;**

The allotment and issue of the Rights 2021 MCBs pursuant to the Rights Issue is governed by the terms and conditions as set out in this Offer Information Statement, in particular Appendices E, F and G to this Offer Information Statement and in the ARE, the ARS and the PAL.

- (f) the particulars of any undertaking from the substantial shareholders or substantial equity interest-holders, as the case may be, of the relevant entity to subscribe for their entitlements; and

As at the Latest Practicable Date, Temasek, the majority shareholder of the Company, has a deemed and direct interest in 1,652,507,495 Shares, representing approximately 55.73% of the existing issued share capital of the Company (excluding treasury Shares held by the Company and the Special Share held by the Minister for Finance).

A wholly-owned subsidiary of Temasek (namely, Tembusu) has given the Undertaking to the Company to, *inter alia*, subscribe for, or procure the subscription of, Temasek's *pro-rata* entitlement to the Rights 2021 MCBs under the Rights Issue. It has also undertaken to subscribe for, or procure the subscription of, any unsubscribed Rights 2021 MCBs, remaining after the fulfilment of valid applications by other Shareholders for the same under the terms of the Rights Issue ("**Temasek Balance Applications**"). Such Temasek Balance Applications shall rank in priority after allocations of excess Rights 2021 MCBs to other Shareholders. No fees will be paid to Temasek or Tembusu in connection with the Undertaking. The aggregate subscription amount payable by the subscribing entity(ies) for Rights 2021 MCBs pursuant to the Undertaking shall not exceed S\$6.2 billion. The Undertaking will expire on, *inter alia*, the date falling 15 months after the date of the EGM, being 30 July 2021.

- (g) if the rights issue is or will not be underwritten, the reason for not underwriting the issue.

A wholly-owned subsidiary of Temasek (namely, Tembusu) has given the Undertaking to the Company to, *inter alia*, subscribe for, or procure the subscription of, Temasek's *pro-rata* entitlement to the Rights 2021 MCBs under the Rights Issue. It has also undertaken to subscribe for, or procure the subscription of, any unsubscribed Rights 2021 MCBs remaining after the fulfilment of valid applications by other Shareholders for the same under the terms of the Rights Issue. Given the provision of the Undertaking, the Company has certainty that the Rights Issue will be fully subscribed for.

In view of the Undertaking and the savings enjoyed for not having to bear underwriting fees, the Company has decided to proceed with the Rights Issue without arranging for any underwriting commitment with any financial institution.

Please refer to paragraph 1(f) in the section entitled "**Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 10 – Additional Information Required for Offer of Securities or Securities-based Derivatives Contracts by way of Rights Issue**" of this Offer Information Statement for further details on the Undertaking.

## ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS ISSUES UNDER APPENDIX 8.2 OF THE LISTING MANUAL

### Review of Working Capital

1. Provide a review of the working capital for the last three financial years and the latest half year, if applicable.

The working capital of the Group as at 31 March 2018, 31 March 2019, 31 March 2020 and 31 March 2021 are as follows:

(in S\$' million)	As at 31 March 2018 (Audited)	As at 31 March 2019 (Audited)	As at 31 March 2020 (Audited)	As at 31 March 2021 (Audited)
Total current assets	4,967.0	5,499.7	4,842.9	9,672.0
Total current liabilities	6,565.7	7,378.4	11,002.1	5,713.2
Net current (liabilities)/assets	(1,598.7)	(1,878.7)	(6,159.2)	3,958.8

#### 31 March 2019 compared to 31 March 2018

The Group's current assets increased year-on-year by S\$533 million to S\$5,500 million as at 31 March 2019 due to an increase in cash and bank balances (+S\$376 million) and trade debtors (+S\$126 million). The Group's current liabilities increased year-on-year by S\$813 million to S\$7,378 million as at 31 March 2019 due to the increase in trade and other creditors (+S\$347 million), sales in advance of carriage (+S\$273 million) and borrowings (+S\$211 million).

#### 31 March 2020 compared to 31 March 2019

The Group's current assets decreased year-on-year by S\$657 million to S\$4,843 million as at 31 March 2020 due to a decrease in trade debtors (-S\$707 million) and cash and bank balances (-S\$259 million), partially offset by an increase in investments (+S\$307 million). The Group's current liabilities increased year-on-year by S\$3,624 million to S\$11,002 million as at 31 March 2020 due to the increase in borrowings (+S\$2,430 million), derivative liabilities (+S\$1,481 million) and lease liabilities (+S\$493 million), partially offset by a reduction in sales in advance of carriage (-S\$674 million).

#### 31 March 2021 compared to 31 March 2020

The Group's current assets increased year-on-year by S\$4,829 million to S\$9,672 million as at 31 March 2021 due to an increase in cash and bank balances (+S\$5,098 million). The Group's current liabilities decreased year-on-year by S\$5,289 million to S\$5,713 million as at 31 March 2021 due to a decrease in borrowings (-S\$1,754 million), sales in advance of carriage (-S\$1,473 million), derivative liabilities (-S\$1,440 million) and trade and other creditors (-S\$899 million).

## Convertible Securities

### 2(i) Where the rights issue or bought deal involves an issue of convertible securities, such as company warrants or convertible debt, the information in Rule 832;

Assuming that the Company issues S\$6,196,793,517 in aggregate principal amount of Rights 2021 MCBs and none of the Rights 2021 MCBs are redeemed or purchased and cancelled prior to the Maturity Date, based on the initial Conversion Price of S\$4.84 (assuming no adjustments to the Conversion Price), 2,173,960,638 Rights 2021 MCB Conversion Shares shall be allotted and issued by the Company, assuming the full conversion of all of the Rights 2021 MCBs on the Maturity Date.

The information required in Rule 832(2) to (9) of the Listing Manual has been set out in the sections entitled “**Summary of the Rights Issue of Rights 2021 MCBs**”, “**Trading**” and “**Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 – Part 4 – Key Information**” of this Offer Information Statement and the Terms and Conditions of the Rights 2021 MCBs as set out in **Appendix A** to this Offer Information Statement.

The pro forma financial effects of the Rights Issue as presented herein:

- (a) are for illustrative purposes only and do not purport to be indicative or a projection of the results and financial position of the Group immediately after the completion of the Rights Issue;
- (b) are based on the audited consolidated financial statements of the Group for FY2020/21;
- (c) assume that the Rights 2021 MCBs or, as the case may be, the conversion shares arising from the conversion of the Rights 2021 MCB Conversion Shares had been issued, in respect of profit and loss statement on 1 April 2020, and in respect of balance sheet on 31 March 2021; and
- (d) assume, for illustrative purposes only, that:
  - (i) 148,006,268 Shares are allotted and issued upon conversion of all the Convertible Bonds;
  - (ii) 1,304,626,600 Rights 2020 MCB Conversion Shares are allotted and issued upon conversion of all the Rights 2020 MCBs; and
  - (iii) 2,173,960,638 Rights 2021 MCB Conversion Shares are allotted and issued upon conversion of all the Rights 2021 MCBs.

## Share Capital

The issue of the Rights 2021 MCBs will not have an immediate effect on the issued share capital of the Company.

	Number of Shares	S\$' million
Issued share capital (excluding treasury Shares held by the Company and the Special Share held by the Minister for Finance) as at the Latest Practicable Date	2,964,972,975	7,047.0
<b>Upon conversion of all the Convertible Bonds but before conversion of the Rights 2020 MCBs and the Rights 2021 MCBs</b>		
Add: Shares to be issued upon conversion of all the Convertible Bonds <sup>(1)</sup>	148,006,268	850.0
Issued share capital (excluding treasury Shares held by the Company and the Special Share held by the Minister for Finance) after conversion of the Convertible Bonds but before conversion of the Rights 2020 MCBs and the Rights 2021 MCBs	3,112,979,243	7,897.0
<b>Upon conversion of all the Convertible Bonds and the Rights 2020 MCBs and the Rights 2021 MCBs</b>		
Add: Rights 2021 MCB Conversion Shares to be issued <sup>(2)</sup>	2,173,960,638	6,194.8
Add: Rights 2020 MCB Conversion Shares to be issued <sup>(3)</sup>	1,304,626,600	3,496.1
Issued share capital (excluding treasury Shares held by the Company and the Special Share held by the Minister for Finance) after the conversion of all the Convertible Bonds, the Rights 2020 MCBs and the Rights 2021 MCBs	6,591,566,481	17,587.9

### Notes:

- (1) The Convertible Bonds are assumed to be converted into Shares based on the conversion price of S\$5.743. The increase in issued share capital includes a reclassification of S\$74.3 million, which is recognised in capital reserves for the equity component on convertible bonds.
- (2) Assuming the net proceeds from the issue of the Rights 2021 MCBs (after deducting estimated expenses of S\$2 million incurred in connection with the Rights Issue) is S\$6,194.8 million. The Rights 2021 MCBs are assumed to be converted into Rights 2021 MCB Conversion Shares based on the initial Conversion Price of S\$4.84.
- (3) The Rights 2020 MCBs are assumed to be converted into Rights 2020 MCB Conversion Shares based on the conversion price of S\$4.84.

**NTA**

	<b>As at 31 March 2021</b>
<b>NTA</b>	
NTA before Rights Issue (S\$' million)	15,604.8
<b>Rights Issue</b>	
Net proceeds from the Rights Issue (S\$' million) <sup>(1)</sup>	6,194.8
NTA after adjusting for the Rights Issue but before conversion of the Convertible Bonds, the Rights 2020 MCBs and the Rights 2021 MCBs (S\$' million) <sup>(1)</sup>	21,799.6
<b>Upon conversion of all the Convertible Bonds but before conversion of the Rights 2020 MCBs and the Rights 2021 MCBs</b>	
Increase in NTA assuming conversion of Convertible Bonds	775.7
NTA after adjusting for the Rights Issue assuming conversion of all the Convertible Bonds but before conversion of the Rights 2020 MCBs and the Rights 2021 MCBs (S\$' million) <sup>(1)</sup>	22,575.3
<b>Upon conversion of all the Convertible Bonds and the Rights 2020 MCBs and the Rights 2021 MCBs</b>	
NTA after adjusting for the Rights Issue assuming conversion of all the Convertible Bonds, the Rights 2020 MCBs and the Rights 2021 MCBs (S\$' million) <sup>(1)</sup>	22,575.3
<b>NTA per Share<sup>(2)</sup></b>	
Number of Shares before the Rights Issue and conversion of the Convertible Bonds and the Rights 2020 MCBs	2,964,972,975
NTA per Share (S\$)	5.26
<b>Rights Issue</b>	
Number of Shares after the Rights Issue but before conversion of the Convertible Bonds, the Rights 2020 MCBs and the Rights 2021 MCBs	2,964,972,975
NTA per Share after the Rights Issue but before conversion of the Convertible Bonds, the Rights 2020 MCBs and the Rights 2021 MCBs (S\$) <sup>(1)</sup>	7.35
<b>Upon conversion of all the Convertible Bonds but before conversion of the Rights 2020 MCBs and the Rights 2021 MCBs</b>	
Number of Shares after the Rights Issue assuming conversion of all the Convertible Bonds but before conversion of the Rights 2020 MCBs and the Rights 2021 MCBs	3,112,979,243
NTA per Share after the Rights Issue assuming conversion of all the Convertible Bonds but before conversion of the Rights 2020 MCBs and the Rights 2021 MCBs (S\$) <sup>(1)</sup>	7.25

**As at  
31 March  
2021**

**Upon conversion of all the Convertible Bonds, the Rights 2020 MCBs and the Rights 2021 MCBs**

Number of Shares after the Rights Issue assuming conversion of all the Convertible Bonds, the Rights 2020 MCBs and the Rights 2021 MCBs	6,591,566,481
NTA per Share after the Rights Issue assuming conversion of all the Convertible Bonds, the Rights 2020 MCBs and the Rights 2021 MCBs (S\$) <sup>(1)</sup>	3.42

**Notes:**

- (1) Assuming the net proceeds from the Rights Issue (after deducting estimated expenses incurred in connection with the Rights Issue of S\$2 million) is S\$6,194.8 million.
- (2) NTA per Share is computed as follows: (equity attributable to Shareholders of the Company minus intangible assets) divided by number of Shares outstanding (excluding treasury Shares and the Special Share held by the Minister for Finance).

**Gearing**

**As at  
31 March  
2021**

Total net borrowings <sup>(1)</sup> (S\$' million)	6,553.9
Shareholders' equity (S\$' million)	15,905.9
Net gearing <sup>(2)</sup> (times)	0.41

**Rights Issue**

Total net borrowings <sup>(1)</sup> after Rights Issue but before conversion of the Convertible Bonds (S\$' million)	359.1
Shareholders' equity after Rights Issue but before conversion of the Convertible Bonds (S\$' million)	22,100.7
Net gearing <sup>(2)</sup> after Rights Issue but before conversion of the Convertible Bonds (times)	0.02 <sup>(5)</sup>

**Upon conversion of all the Convertible Bonds**

Total net (cash) <sup>(3)</sup> /borrowings after Rights Issue assuming conversion of all the Convertible Bonds (S\$' million)	(416.6)
Shareholders' equity after Rights Issue assuming conversion of all the Convertible Bonds (S\$' million)	22,876.4
Net gearing <sup>(2)</sup> after Rights Issue assuming conversion of all the Convertible Bonds (times)	(0.02) <sup>(4),(5)</sup>

**Notes:**

- (1) Net borrowings refer to total borrowings less cash and bank balances.
- (2) Net gearing refers to the ratio of net (cash)/borrowings to shareholders' equity.
- (3) Net cash means cash and bank balances are more than total borrowings.
- (4) Negative gearing refers to net cash position where cash and bank balances are more than total borrowings.
- (5) Assuming the net proceeds from the Rights Issue (after deducting estimated expenses incurred in connection with the Rights Issue of S\$2 million) is S\$6,194.8 million.



## Earnings/(Loss) per Share

	FY2020/21
Net loss attributable to Shareholders (S\$' million)	(4,270.7)
<b>Weighted average number of Shares</b>	
Weighted average number of Shares (in million) <sup>(1)</sup>	3,694.7
<b>Rights Issue</b>	
Weighted average number of Shares after Rights Issue but before conversion of the Convertible Bonds (in million) <sup>(2)</sup>	5,868.7
<b>Upon conversion of all the Convertible Bonds</b>	
Weighted average number of Shares after Rights Issue assuming conversion of all the Convertible Bonds (in million) <sup>(3)</sup>	6,016.7
<b>EPS</b>	
EPS before the Rights Issue and conversion of the Convertible Bonds (cents) <sup>(1)</sup>	(115.6)
<b>Rights Issue</b>	
EPS after Rights Issue but before conversion of the Convertible Bonds (cents) <sup>(2)</sup>	(72.8)
<b>Upon conversion of all the Convertible Bonds</b>	
EPS after Rights Issue assuming conversion of all the Convertible Bonds (cents) <sup>(3)</sup>	(71.0)

### Notes:

- (1) In accordance with IAS 33 *Earnings Per Share*, the EPS for FY2020/21 is computed based on profit/(loss) attributable to Shareholders of the Company divided by the weighted average number of Shares in issue less treasury Shares, assuming 1,304.6 million new Shares are allotted and issued on a weighted average basis upon conversion of all the Rights 2020 MCBs. On the basis of the foregoing, the weighted average number of Shares for FY2020/21 is 3,694.7 million.
- (2) The proforma adjustments to EPS assume that 2,174.0 million Rights 2021 MCB Conversion Shares are allotted and issued upon conversion of the Rights 2021 MCBs on the first day of FY2020/21. The EPS for FY2020/21 is computed based on profit/(loss) attributable to Shareholders of the Company divided by the weighted average number of Shares in issue less treasury Shares, assuming 1,304.6 million new Shares are allotted and issued on a weighted average basis upon conversion of all the Rights 2020 MCBs. On the basis of the foregoing, the weighted average number of Shares for FY2020/21 is 5,868.7 million. The proforma impact to EPS is shown for illustrative purposes only and has not been audited.
- (3) The proforma adjustments to EPS assume that: (a) 2,174.0 million Rights 2021 MCB Conversion Shares are allotted and issued upon conversion of the Rights 2021 MCBs; and (b) 148.0 million new Shares are allotted and issued upon conversion of all the Convertible Bonds, on the first day of FY2020/21. The EPS for FY2020/21 is computed based on profit/(loss) attributable to Shareholders of the Company divided by the weighted average number of Shares in issue less treasury Shares, assuming 1,304.6 million new Shares are allotted and issued on a weighted average basis upon conversion of all the Rights 2020 MCBs. On the basis of the foregoing, the weighted average number of Shares for FY2020/21 is 6,016.7 million. The proforma impact to EPS is shown for illustrative purposes only and has not been audited.

## 2(ii) Where the rights issue or bought deal is underwritten and the exercise or conversion price is based on a price-fixing formula, to state that the exercise or conversion price must be fixed and announced before trading of nil-paid rights commences.

Not applicable as the Rights Issue is not underwritten by a financial institution and the Conversion Price of the Rights 2021 MCB has been fixed and is not based on a price-fixing formula. The Conversion Price is subject to adjustments under certain circumstances in accordance with the Terms and Conditions of the Rights 2021 MCBs.

No further cash outlay will be required from the Rights 2021 MCB Holders for the conversion of the Rights 2021 MCBs into Rights 2021 MCB Conversion Shares.

## **Manager's Responsibility Statement**

- 3. A statement by the issue manager that, to the best of its knowledge and belief, the document constitutes full and true disclosure of all material facts about the issue, the issuer and its subsidiaries, and that the issue manager is not aware of any facts the omission of which would make any statement in the document misleading; and where the document contains a profit forecast, that it is satisfied that the profit forecast has been stated by the directors after reasonable enquiry.**

As provided in Appendix 8.2 of the Listing Manual, this requirement is not applicable if an issuer has to comply with the offer information statement requirements in the SFA.

## APPENDIX A

### TERMS AND CONDITIONS OF THE RIGHTS 2021 MCBS

#### TERMS AND CONDITIONS OF THE ZERO COUPON MANDATORY CONVERTIBLE BONDS

*The following, subject to modification and other than the words in italics, is the text of the terms and conditions of the Bonds (as defined below) which will appear on the reverse of each of the definitive certificates evidencing the Bonds.*

The issue of S\$6,196,793,517 in aggregate principal amount of Zero Coupon Mandatory Convertible Bonds due 2030 (the “**Bonds**”, which term shall include, unless the context requires otherwise, any further bonds issued in accordance with Condition 14 and consolidated and forming a single series therewith) by Singapore Airlines Limited (the “**Issuer**”) and the right of conversion into Shares (as defined in Condition 5.1.4) and the issue of new Shares upon conversion referred to in Condition 5.1.5 were authorised by resolutions of the Directors of the Issuer passed on 19 May 2021 and 27 May 2021 (the “**Directors’ Resolutions**”) and approved by the shareholders of the Issuer at the extraordinary general meeting held on 30 April 2020 (which authority was renewed at the annual general meeting of the Issuer held on 27 July 2020). The Bonds are constituted by a trust deed (as amended or supplemented from time to time, the “**Trust Deed**”) dated [●] 2021 (the “**Issue Date**”) and made between the Issuer and HSBC Institutional Trust Services (Singapore) Limited as trustee for the holders of the Bonds (the “**Trustee**”, which term shall, where the context so permits, include all other persons or companies for the time being acting as trustee or trustees under the Trust Deed including, but not limited to, any successor of the Trustee) and the Bonds are issued with the benefit of a deed of covenant (as amended, varied or supplemented from time to time, the “**Deed of Covenant**”) dated [●] 2021 executed by the Issuer relating to the Bonds. The Issuer has entered into a paying, conversion and transfer agency agreement (as amended or supplemented from time to time, the “**Agency Agreement**”) dated [●] 2021 with the Trustee, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch as registrar (the “**Registrar**”), as transfer agent (the “**Transfer Agent**”) and as principal paying and conversion agent (the “**Principal Agent**”) and the other paying agents, conversion agents and transfer agents appointed under it (each a “**Paying Agent**”, a “**Conversion Agent**”, a “**Transfer Agent**” (as applicable) and, together with the Registrar, the Transfer Agent and the Principal Agent, the “**Agents**”) relating to the Bonds. References to the “**Principal Agent**”, the “**Registrar**”, the “**Transfer Agent**” and the “**Agents**” below are references to the principal agent, the registrar, the transfer agent and the agents for the time being for the Bonds. The term “**Paying Agents**” includes the Principal Agent and the term “**Conversion Agents**” includes the Principal Agent. The statements in these terms and conditions (these “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement. Unless otherwise defined in these Conditions, terms used in these Conditions have the meaning specified in the Trust Deed. Copies of the Trust Deed, the Agency Agreement and of the Deed of Covenant are available for inspection by the Bondholders at all reasonable times during usual business hours at the specified office of the Principal Agent (being as at the Issue Date at 10 Marina Boulevard, Marina Bay Financial Centre Tower 2 #45-01, Singapore 018983) following written request and satisfactory proof of holding. The Bondholders are entitled to the benefit of, and are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Deed of Covenant and are deemed to have notice of those provisions of the Agency Agreement applicable to them.

#### 1. Status

The Bonds constitute direct, unconditional, unsubordinated, and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Issuer under the Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable law, at all times rank at least equally with all of its other present and future direct, unconditional, unsubordinated and unsecured obligations.

## 2. Form, Denomination and Title

### 2.1 Form and Denomination

The Bonds are issued in registered form in the denomination of S\$1.00 each. A bond certificate (each a “**Certificate**”) will be issued to each Bondholder in respect of its registered holding of Bonds. Each Bond and each Certificate will be numbered serially with an identifying number which will be recorded on the relevant Certificate and in the register of Bondholders (the “**Register**”) which the Issuer will procure to be kept by the Registrar.

*Upon issue, the Bonds will be represented by a Global Certificate registered in the name of The Central Depository (Pte) Limited (the “**Depository**”) and deposited with the Depository. The Conditions are modified by certain provisions contained in the Global Certificate. Except in the limited circumstances described in the Global Certificate, owners of interests in Bonds represented by the Global Certificate will not be entitled to receive definitive Certificates in respect of their individual holdings of Bonds. The Bonds are not issuable in bearer form.*

### 2.2 Title

Title to the Bonds passes only by transfer and registration in the Register as described in Condition 3. The holder of any Bond will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or any writing on, or the theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the holder.

*For so long as any of the Bonds is represented by the Global Certificate (as defined below) and the Global Certificate is registered in the name of the Depository, each person who is for the time being shown in the records of the Depository as the holder of a particular principal amount of such Bonds (in which regard any certificate or other document issued by the Depository as to the principal amount of such Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Principal Agent, the Transfer Agent, the Registrar and all other agents of the Issuer and the Trustee as the holder of such principal amount of Bonds other than with respect to the payment of principal, premium and any other amounts in respect of the Bonds, for which purpose the person whose name is shown on the Register shall be treated by the Issuer, the Principal Agent, the Transfer Agent, the Registrar and all other agents of the Issuer and the Trustee as the holder of such Bonds in accordance with and subject to the terms of the Global Certificate (and the expression “**Bondholder**” and “**holder of Bonds**” and related expressions shall be construed accordingly).*

In these Conditions, “**Global Certificate**” means the global Certificate representing the Bonds, or some of them, substantially in the form set out in Schedule 2 of the Trust Deed and “**Bondholder**” and (in relation to a Bond) “**holder**” means the person in whose name a Bond is for the time being registered in the Register.

## 3. Transfers of Bonds; Issue of Certificates

### 3.1 Register

The Issuer will cause the Register to be kept at the specified office of the Registrar and in accordance with the terms of the Agency Agreement, on which shall be entered the names and addresses of the holders of the Bonds and the particulars of the Bonds held by them and of all transfers and redemptions of the Bonds. Each Bondholder shall be entitled to receive only one Certificate in respect of its entire holding of Bonds.

### 3.2 Transfers

Subject to Conditions 3.5 and 3.6 and the terms of the Agency Agreement, a Bond may be transferred or exchanged by delivery of the Certificate issued in respect of that Bond, with the form of transfer on the back duly completed and signed by the holder or his attorney duly authorised in writing, to the specified office of the Registrar or any of the Transfer Agents. No transfer of title to a Bond will be valid unless and until entered on the Register.

*Bonds which are represented by the Global Certificate will be transferable only in accordance with the rules and procedures for the time being of the Depository.*

### 3.3 Delivery of New Certificates

3.3.1 Each new Certificate to be issued upon a transfer of Bonds will, within ten business days (at the place of the relevant specified office) of receipt by the Registrar or, as the case may be, any Transfer Agent of the original Certificate and the form of transfer duly completed and signed, be made available for collection at the specified office of the Registrar or such Transfer Agent or, if so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder entitled to the Bonds (but free of charge to the holder and at the Issuer's expense) to the address specified in the form of transfer. The form of transfer is available at the specified office of the Registrar and any Transfer Agent.

*Except in the limited circumstances described in the Global Certificate, owners of interests in the Bonds represented by the Global Certificate will not be entitled to receive physical delivery of Certificates.*

3.3.2 Where only part of a principal amount of the Bonds (being that of one or more Bonds) in respect of which a Certificate is issued is to be transferred, exchanged, redeemed or repurchased, a new Certificate in respect of the Bonds not so transferred, exchanged, redeemed or repurchased will, within ten business days of delivery of the original Certificate to the Registrar or the relevant Transfer Agent, be made available for collection at the specified office of the Registrar or the relevant Transfer Agent or, if so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder of the Bonds not so transferred, exchanged, redeemed or repurchased (but free of charge to the holder and at the Issuer's expense) to the address of such holder appearing on the Register.

3.3.3 For the purposes of these Conditions (except for Condition 6), “**business day**” shall mean a day other than a Saturday or Sunday or a gazetted public holiday on which commercial banks are open for business in Singapore and the city in which the specified office of the Registrar (if a Certificate is deposited with it in connection with a transfer or conversion) or the Agent with whom a Certificate is deposited in connection with a transfer or conversion, is located.

### 3.4 Formalities Free of Charge

Registration of a transfer of Bonds and issuance of new Certificates will be effected without charge by or on behalf of the Issuer or any of the Agents, but upon (i) payment (or the giving by the Bondholder of such indemnity and/or security and/or pre-funding as the Issuer or any of the Agents may require) in respect of any tax, duty or other governmental charges which may be imposed in relation to such transfer; and (ii) the Issuer or the relevant Agent being satisfied that the regulations concerning the transfer of Bonds have been complied with and (iii) the receipt by the relevant Agent of such evidence as it may require.

### 3.5 Closed Periods

Neither the Issuer nor the Registrar will be required to register the transfer of a Bond (i) during the period of 15 Trading Days (as defined in Condition 5.4.9) ending prior to the Maturity Date (as defined in Condition 5.1), (ii) during the period of seven days ending prior to any other date fixed for redemption of the Bonds or (iii) with respect to which a Conversion Notice (as defined in Condition 5.2) has been delivered in accordance with Condition 5.2, each such period being a “**Closed Period**”.

### 3.6 Regulations

All transfers of Bonds and entries on the Register will be made subject to the detailed regulations concerning the transfer of Bonds scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Trustee, the Registrar and the Transfer Agent, or by the Registrar or the Transfer Agent, with the prior written approval of the Trustee. A copy of the current regulations will be mailed (free of charge to the holders at the cost of the Issuer) by the Registrar to any Bondholder upon request.

## 4. Interest

The Bonds will not bear interest.

## 5. Conversion

The Bonds may not be converted at any time prior to the Maturity Date.

### 5.1 Mandatory Conversion

#### 5.1.1 Mandatory Conversion on the Maturity Date

Unless previously redeemed or purchased and cancelled in accordance with these Conditions, each Bond will, subject as provided in these Conditions, be mandatorily converted on 8 June 2030 (the “**Maturity Date**”) (a conversion pursuant to this Condition 5.1.1, a “**Mandatory Conversion**”).

The number of Shares to be delivered to a Bondholder in respect of its holding of Bonds will be determined by dividing the Final Accreted Principal Amount (as defined in Condition 7.1.3) of the Bonds held by such Bondholder as at the Maturity Date by the Conversion Price (as defined in Condition 5.1.3) in effect at the Maturity Date (which, shall, for the avoidance of doubt, be adjusted to take into account any outstanding Stub Amount (as defined in Condition 5.5.1)). Following conversion and payment of any other sum (as required by Condition 5.1.2) in accordance with these Conditions, the right of the Bondholder to repayment of the Final Accreted Principal Amount of the Bond shall be extinguished and released, and in consideration and in exchange therefor, the Issuer shall allot and deliver Shares credited as paid up in full as provided in this Condition 5. If more than one Bond held by the same holder is to be converted on the Maturity Date, the number of Shares to be delivered upon such conversion will be calculated on the basis of the aggregate principal amount of the Bonds to be converted.



### 5.1.2 Fractions of Shares

Fractions of Shares will be disregarded and not be delivered on conversion and no cash adjustments will be made in respect thereof. Notwithstanding the foregoing, in the event of a consolidation or re-classification of Shares by operation of law or otherwise occurring after [ISSUE DATE] which reduces the number of Shares outstanding, the Issuer will upon conversion of the Bonds by transfer to a Singapore dollar account with a bank in Singapore pay a sum equal to such portion of the principal amount of the Bond or Bonds evidenced by the Certificate deposited in connection with the Mandatory Conversion of the Bonds as corresponds to any fraction of a Share not delivered as a result of such consolidation or re-classification aforesaid if such sum exceeds S\$10.00.

### 5.1.3 Initial Conversion Price

The price at which Shares will be delivered upon conversion, as adjusted from time to time (the “**Conversion Price**”), will initially be S\$4.84 per Share but will be subject to adjustment in the manner provided in Condition 5.3.

### 5.1.4 Meaning of “Shares”

As used in these Conditions, the expression “**Shares**” means ordinary shares of the Issuer or ordinary shares of any class or classes resulting from any subdivision, consolidation or re-classification of those shares, which as between themselves have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Issuer.

### 5.1.5 Delivery of Shares on Conversion of Bonds

The Issuer shall satisfy its obligation under Condition 5.1.1 to allot and deliver Shares by the issue and delivery of new Shares. Any Shares delivered upon conversion shall be listed on the Singapore Exchange Securities Trading Limited (together with any successor thereto, the “**SGX-ST**”) or an Alternative Stock Exchange, as the case may be, in accordance with the Issuer’s undertakings set out in Condition 5.6.

## 5.2 Conversion Procedure

### 5.2.1 Conversion Notice

- (i) Subject to Condition 5.2.1(iii), as a precondition to any delivery of Shares pursuant to the Mandatory Conversion of the Bonds, a Bondholder must complete, execute and deposit by not later than 15 Trading Days prior to the Maturity Date (the “**Cut-Off Date**”) at his own expense during normal business hours at the specified office of any Conversion Agent a duly completed notice of conversion (a “**Conversion Notice**”) in duplicate in the form (for the time being current) obtainable from the specified office of each Conversion Agent, together with the relevant Certificate.
- (ii) A Conversion Notice once received shall be irrevocable and may only be withdrawn with the written consent of the Issuer. The Issuer, or the Conversion Agent on its behalf, may reject any Conversion Notice which is, in its opinion, incorrect or incomplete in any material respect and shall notify the relevant Bondholder of its decision and such decision shall, save in the case of manifest error, be conclusive and binding on the Issuer, the Trustee, the Conversion Agent and the relevant Bondholder. All costs and expenses incurred or caused by a Conversion Notice which is, in the opinion of the Issuer or the Conversion Agent, incorrect or incomplete in any material respect shall be for the account of the relevant Bondholder.



- (iii) If a Bond is represented by the Global Certificate, a duly completed Conversion Notice is not a precondition to any delivery of Shares pursuant to the Mandatory Conversion of the Bonds unless an Accountholder's (as defined below) registered address with the Depository is not in Singapore, in which case the provisions of Condition 5.2.1(i) and 5.2.1(ii) shall apply to such Accountholder. However, subject to the requirements of the Depository, a duly completed Conversion Notice may be presented by or on behalf of each person who is for the time being shown in the records of the Depository as the holder of a particular principal amount of Bonds (each an "**Accountholder**") such as if such Accountholder wishes for the Shares to be credited into a specified securities account(s) other than the securities account(s) in which the Bonds are held. Deposit of the Global Certificate with a Conversion Agent together with the relevant Conversion Notice shall not be required. In such a case, the delivery of the Conversion Notice in respect of the Bonds to be converted will constitute or be deemed to constitute confirmation by the relevant Accountholder that the information and representations in the Conversion Notice are true and accurate on the date of delivery.
- (iv) If a Bond, which is the subject of a Conversion Notice, is represented by the Global Certificate, the Mandatory Conversion of that Bond shall be further conditional on the principal amount of that Bond being available in the "Free Balance" of the securities account(s) of the relevant Bondholder with the Depository until the Maturity Date and (where the relevant Bondholder chooses to deposit a Conversion Notice as provided in Condition 5.2.1(iii)) on the relevant Bondholder electing in the Conversion Notice to have the delivery of the Shares allotted and issued on Mandatory Conversion of the relevant Bonds to be effected by crediting such Shares to the securities account(s) specified in the Conversion Notice, failing which the Conversion Notice shall be void and all rights of the relevant Bondholder and of any other person under the Conversion Notice shall cease.
- (v) The Issuer shall, at least 30 days before the Cut-off Date, give notice to the Bondholders in accordance with Condition 15 of the Cut-off Date and shall make such announcement of the Cut-off Date as may be required under any applicable laws, regulations or rules of the SGX-ST or the Alternative Stock Exchange, as the case may be.

#### 5.2.2 Unsurrendered Bonds

- (i) Subject to Condition 5.2.2(iv), if the Conversion Notice and/or the relevant Certificate(s) representing such Bonds are either not delivered to the specified office of a Conversion Agent or not accepted by a Conversion Agent under Condition 5.2.1(ii), or if any Bondholders are unable to provide the representations and agreements required in the Conversion Notice, by not later than close of business on the Cut-off Date (such Bonds being the "**Unsurrendered Bonds**"), the Unsurrendered Bonds shall be converted into Shares in accordance with these Conditions at the Conversion Price in effect on the Maturity Date and such Shares will be issued and delivered to the relevant securities account of an agent appointed by the Issuer (as notified in writing to the Trustee) located in Singapore. All of the Shares delivered, or to be delivered, on such conversion shall be sold by, or on behalf of, such agent as soon as practicable (subject to the necessary consents being obtained and applicable regulations), and such agent may deduct any amount which it determines to be payable in respect of its liability to taxation and the payment

of any capital, stamp, transfer, issue or registration duties and the net proceeds of sale shall be held by the agent and the Issuer shall cause such amounts to be distributed rateably as soon as reasonably practicable to the holders of such Unsurrendered Bonds. Upon issue and delivery of the relevant Shares to such agent, the Bondholders shall have no further rights to delivery of Shares under the Unsurrendered Bonds and their entitlement shall instead be to the net proceeds of sale of the relevant Shares, subject to and in accordance with this Condition 5.2.2.

- (ii) Any such cash amount paid as aforesaid to a Bondholder pursuant to this Condition 5.2.2 shall be treated for all purposes as discharging the Issuer's obligations in respect of the Mandatory Conversion of the relevant Unsurrendered Bonds, and all rights of each relevant Bondholder to the Final Accreted Principal Amount in respect of such Bonds shall be extinguished upon the payment of the relevant amount in accordance with this Condition 5.2.2.
- (iii) The Issuer, the Trustee and the Agents shall have no responsibility to any person for the manner in which such sale is effected or if the aggregate sale proceeds fall short of the Final Accreted Principal Amount of the Unsurrendered Bonds. None of the Issuer, the Trustee and the Agents shall have any liability in respect of any such sale of Shares whether for the timing of any such sale or the price at which any such Shares are sold, or the inability to sell any such Shares or otherwise.
- (iv) Subject to the requirements of the Depository, where a Bond is represented by the Global Certificate and the relevant Accountholder whose registered address with the Depository is in Singapore as at the Cut-Off Date has not delivered a Conversion Notice by the close of business on the Cut-Off Date or if a Conversion Notice is delivered, such Conversion Notice has been rejected by the Conversion Agent under Condition 5.2.1(ii) or is treated as void under Condition 5.2.1(iv), the provisions of Condition 5.2.2(i) to 5.2.2(iii) shall not apply and instead the principal amount of Bonds available in the "Free Balance" of the securities account(s) of the Bondholder on the Maturity Date shall be converted into Shares in accordance with these Conditions at the Conversion Price in effect on the Maturity Date and such allotted and issued Shares shall be credited to the same securities account(s) of such Bondholder.

*A Bondholder converting a Bond shall be required to represent and agree, in the Conversion Notice, certain matters with respect to the beneficial ownership of the Bonds and the Shares. Where Bonds are represented by a Global Certificate, a duly completed Conversion Notice is not a precondition to any delivery of Shares pursuant to the Mandatory Conversion of the Bonds unless an Accountholder's registered address with the Depository is not in Singapore.*

#### 5.2.3 Stamp Duty etc.

A Bondholder delivering a Certificate in respect of a Bond for conversion is responsible for and must pay directly to the relevant tax authorities any taxes and capital, stamp, issue and registration duties arising on conversion (other than any taxes or capital or stamp duties payable in Singapore and, if relevant, in the place of the Alternative Stock Exchange, by the Issuer in respect of the allotment and delivery of Shares and listing of the Shares on the SGX-ST or Alternative Stock Exchange on conversion) (the "**Taxes**") and such Bondholder must pay all, if any,

taxes arising by reference to any disposal or deemed disposal of a Bond in connection with such conversion. The Issuer will pay all other expenses arising from the delivery of Shares on conversion of Bonds. The Trustee and the Agents are under no obligation to determine whether a Bondholder is liable to pay, or for any failure or omission by any Bondholder or the Issuer to pay, any Taxes or any taxes or capital or stamp duties payable in Singapore or any other expenses in connection with this Condition 5.2.3, or to determine the amount of any such Taxes, taxes or capital or stamp duties payable in Singapore and/or other expenses, and none of them shall be responsible for or liable themselves to pay any such Taxes, taxes or capital or stamp duties payable in Singapore and/or other expenses.

#### 5.2.4 Registration

- (i) As soon as practicable, and in any event not later than 15 business days after the Maturity Date (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations or the requirements of the Depository), the Issuer will, in respect of which a duly completed Conversion Notice and the relevant Certificate has been delivered and amounts payable by the relevant Bondholder deposited and paid as required by Conditions 5.2.1 and 5.2.3 or upon a conversion of a Bond pursuant to Condition 5.2.2(iv), procure that (for so long as the Shares are listed on the SGX-ST) the relevant number of Shares are allotted to and registered in the name of the Depository for credit to the securities account designated for the purpose in the Conversion Notice or to the securities account in which the Bonds were held prior to conversion pursuant to Condition 5.2.2(iv); or (if the Shares are not listed on the SGX-ST) register the person or persons designated for the purpose in the Conversion Notice or the relevant Accountholder as holder(s) of the relevant number of Shares in the Issuer's share register and make such certificate or certificates available for collection at the office of the Issuer's share registrar in Singapore (as at the Issue Date, M & C Services Private Limited, 112 Robinson Road, #05-01, Singapore 068902) notified to the Bondholders in accordance with Condition 15 or, if so requested in the relevant Conversion Notice, cause its share registrar to mail (at the risk, and, if sent at the request of such person otherwise than by ordinary mail, at the expense, of the person to whom such certificate or certificates are sent) such certificate or certificates to the person and at the place specified in the Conversion Notice, together (in either case) with any other securities, property or cash required to be delivered upon conversion and such assignments and other documents (if any) as may be required by law to effect the transfer thereof.
- (ii) If the Maturity Date shall be on or after a date with effect from which an adjustment to the Conversion Price takes retroactive effect pursuant to any of the provisions referred to in Condition 5.3 and the relevant Registration Date (as defined in Condition 5.2.4(iii)) falls on a date when the relevant adjustment has not yet been reflected in the then current Conversion Price (such adjustment, a "**retroactive adjustment**"), the provisions of this Condition 5.2.4 shall be applied *mutatis mutandis* to such number of Shares as is equal to the excess of the number of Shares which would have been required to be delivered on conversion of such Bond if the relevant retroactive adjustment had been effected as at the said Registration Date over the number of Shares previously delivered (or which the Issuer was previously bound to deliver) pursuant to such conversion.

- (iii) The person or persons designated in the Conversion Notice or the relevant Accountholder will become the holder of record of the number of Shares deliverable upon conversion with effect from the date the relevant Shares are credited to their respective accounts with the Depository or he is or they are registered as such in the Issuer's register of members (the "**Registration Date**"). The Shares delivered upon conversion of the Bonds will be fully paid and will in all respects rank *pari passu* with the Shares in issue on the relevant Registration Date. Save as set out in these Conditions, a holder of Shares delivered on conversion of the Bonds shall not be entitled to any dividends, rights, allotments or other distributions, the Record Date (as defined in Condition 5.2.4(iv)) for which precedes the relevant Registration Date. Bonds which are duly converted will be cancelled by removal of the Bondholder's name from the Register in respect of such Bonds on the relevant Registration Date.
- (iv) To the extent and as provided for in this Condition 5.2.4(iv), Shares allotted and delivered on conversion will with effect from the Maturity Date, rank for any dividends, rights, allotments or other distributions, the Record Date for which is on or after the Maturity Date and (subject as aforesaid) will rank *pari passu* in all respects with the then existing Shares of the Issuer. For the purpose of these Conditions, "**Record Date**" means in relation to any dividends, rights, allotments or other distributions, the date on which persons in whose name Shares are registered (the "**Shareholders**") must be registered in order to participate in such dividends, rights, allotments or other distributions. If the Record Date for the payment of any dividend or other distribution in respect of the Shares is on or after the Maturity Date, but before the Registration Date (disregarding any retroactive adjustment of the Conversion Price referred to in this Condition 5.2.4 prior to the time such retroactive adjustment shall have become effective), the Issuer will pay to the converting Bondholder or his designee an amount (the "**Equivalent Amount**") in Singapore dollars equal to any such dividend, rights, allotments or other distributions to which he would have been entitled had he on that Record Date been such a shareholder of record and will make the payment at the same time as it makes payment of the dividend or other distribution, or as soon as practicable thereafter, but, in any event, not later than seven days thereafter. The Equivalent Amount shall be paid by means of a Singapore dollar cheque drawn on a bank in Singapore and sent to the address specified in the relevant Conversion Notice or credited into the cash account specified in the Conversion Notice or, if no Conversion Notice is submitted by the Cut-Off Date, to the registered account of the Bondholder.

#### 5.2.5 No liability

The Trustee and the Agents shall be under no obligation to calculate, determine or verify the number of Shares to be issued upon conversion of the Bonds or verify the Issuer's determination of such number of Shares or method used in such determination and neither the Trustee nor the Agents shall be responsible to Bondholders or any other person for any loss arising from any failure to do so or for any delay of the Issuer in making such determination or any erroneous determination by the Issuer.

#### 5.2.6 No claim against Issuer

No Bondholder shall have any claim against the Issuer for non-delivery of Conversion Shares or for the payment of the Final Accreted Principal Amount if the conditions to the delivery of Shares pursuant to the Mandatory Conversion as set out in this Condition 5.2, as are applicable to such Bondholder, are not met by such Bondholder.

### 5.3 Adjustments to Conversion Price

The Conversion Price will be subject to adjustment in certain events set out in the Trust Deed, including the following events (save and except that no adjustments will be made to the Conversion Price by virtue of the issue of any further Bonds in accordance with Condition 14):

#### 5.3.1 Consolidation, subdivision, redesignation or reclassification

If and whenever there shall be a consolidation, subdivision, redesignation or reclassification in relation to the Shares which alters the number of Shares in issue, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such alteration by the following fraction:

$$\frac{A}{B}$$

where:

**A** = is the aggregate number of Shares in issue immediately before such alteration; and

**B** = is the aggregate number of Shares in issue immediately after such alteration.

Such adjustment shall become effective on the date the alteration takes effect.

#### 5.3.2 Capitalisation of profits or reserves

The issue of Shares by the Issuer credited as fully paid to any Shareholders, by way of capitalisation of profits or reserves, including a free distribution or bonus issue of Shares, other than an issue of Shares constituting a Scrip Dividend (as defined in Condition 5.4.7).

In such an event, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A}{B}$$

where:

**A** = is the aggregate number of Shares in issue immediately before such issue; and

**B** = is the aggregate number of Shares in issue immediately after such issue.

Such adjustment shall become effective on the date of issue of such Shares or, where a Record Date is set, immediately after such Record Date.

### 5.3.3 Capital Distribution

The payment or making of any Capital Distribution (as defined in Condition 5.4.2) by the Issuer to the Shareholders (except where the Conversion Price falls to be adjusted under Condition 5.3.2 or Condition 5.3.10).

In such an event, if and whenever the Issuer shall pay or make any Capital Distribution to the Shareholders, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such Capital Distribution by the following fraction:

$$\frac{A - B}{A}$$

where:

**A** = is the Current Market Price of one Share on the last Trading Day (as defined in Condition 5.4.9) preceding the date on which the Capital Distribution is publicly announced; and

**B** = is the Fair Market Value (as defined in Condition 5.4.5) on the date of such announcement, of the portion of the Capital Distribution attributable to one Share, determined by dividing the Fair Market Value of the aggregate Capital Distribution by the number of Shares entitled to receive the Capital Distribution (or, in the case of a purchase of Shares by or on behalf of the Issuer or any Subsidiary (as defined below) of the Issuer, by the number of Shares in issue immediately following such purchase and treating as not being in issue any Shares so purchased).

Such adjustment shall become effective on the date that such Capital Distribution is made or, where a Record Date is set, immediately after such Record Date or, in the case of a purchase of Shares, the date on which such purchase is made.

### 5.3.4 Rights issues of Shares or options over Shares

The issue of Shares to all or substantially all Shareholders as a class by the Issuer by way of rights, or issue or grant to all or substantially all Shareholders as a class, by way of rights of options, warrants or other rights to subscribe for or purchase any Shares, in each case at less than 90 per cent. of the Current Market Price (as defined in Condition 5.4.4) per Share on the last Trading Day preceding the date of the announcement of the terms of such issue or grant.

In such an event, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue or grant by the following fraction:

$$\frac{A + B}{A + C}$$

where:

**A** = is the number of Shares in issue immediately before such announcement;

- B** = is the number of Shares which the aggregate amount (if any) payable for the Shares issued by way of rights or for the options or warrants or other rights issued by way of rights and for the total number of Shares comprised therein would purchase at such Current Market Price per Share; and
- C** = is the aggregate number of Shares issued or, as the case may be, comprised in the issue or grant.

Such adjustment shall become effective on the date of issue of such Shares or issue or grant of such options, warrants or other rights (as the case may be).

#### 5.3.5 Rights issues of other securities

The issue of any securities (other than Shares or options, warrants or other rights to subscribe for or purchase Shares) to all or substantially all Shareholders as a class by the Issuer by way of rights, or the grant to all or substantially all Shareholders as a class by way of rights of any options, warrants or other rights to subscribe for or purchase, any securities (other than Shares or options, warrants or other rights to subscribe for or purchase Shares).

In such an event, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue or grant by the following fraction:

$$\frac{A - B}{A}$$

where:

- A** = is the Current Market Price of one Share on the last Trading Day preceding the date on which such issue or grant is publicly announced; and
- B** = is the Fair Market Value on the date of such announcement, as determined in good faith by an Independent Investment Bank, of the portion of the rights attributable to one Share.

Such adjustment shall become effective on the date of issue of the securities or grant of such rights, options or warrants (as the case may be) in respect of the securities.

#### 5.3.6 Issues at less than Current Market Price

The issue (otherwise than as mentioned in Condition 5.3.4) by the Issuer wholly for cash of any Shares (other than Shares issued and delivered on the conversion of the Bonds or on the exercise of any other rights of conversion into, or exchange or subscription for, Shares) or the issue or grant of (otherwise than as mentioned in Condition 5.3.4) options, warrants or other rights to subscribe for or purchase Shares in each case at a price per Share which is less than 90 per cent. of the Current Market Price on the last Trading Day preceding the date of announcement of the terms of such issue.



In such an event, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A + B}{C}$$

where:

- A** = is the number of Shares in issue immediately before the issue of such additional Shares or the grant of such options, warrants or other rights to subscribe for or purchase any Shares;
- B** = is the number of Shares which the aggregate consideration receivable for the issue of such additional Shares would purchase at such Current Market Price per Share; and
- C** = is the number of Shares in issue immediately after the issue of such additional Shares.

References to additional Shares in the above formula shall, in the case of an issue by the Issuer of options, warrants or other rights to subscribe or purchase Shares, mean such Shares to be issued assuming that such options, warrants or other rights are exercised in full at the initial exercise price on the date of issue of such options, warrants or other rights.

Such adjustment shall become effective on the date of issue of such additional Shares or, as the case may be, the issue of such options, warrants or other rights.

#### 5.3.7 Other issues at less than Current Market Price

Save in the case of an issue of securities arising from a conversion or exchange of other securities in accordance with the terms applicable to such securities themselves falling within the provisions of this Condition 5.3.7, the issue wholly for cash by the Issuer or any of its Subsidiaries (otherwise than as mentioned in Conditions 5.3.4, 5.3.5 or 5.3.6) or (at the direction or request of or pursuant to any arrangements with the Issuer or any of its Subsidiaries) any other company, person or entity of any securities (other than the Bonds, which term for this purpose excludes any further bonds issued in accordance with Condition 14 and consolidated and forming a single series therewith) which by their terms of issue carry rights of conversion into, or exchange or subscription for, Shares to be delivered by the Issuer upon conversion, exchange or subscription at a consideration per Share which is less than 90 per cent. of the Current Market Price on the last Trading Day preceding the date of announcement of the terms of issue of such securities.

In such an event, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A** = is the number of Shares in issue immediately before such issue;

- B** = is the number of Shares which the aggregate consideration receivable by the Issuer for the Shares to be delivered on conversion or exchange or on exercise of the right of subscription attached to such securities would purchase at such Current Market Price per Share; and
- C** = is the maximum number of Shares to be delivered on conversion or exchange of such securities or on the exercise of such rights of subscription attached thereto at the initial conversion, exchange or subscription price or rate.

Such adjustment shall become effective on the date of issue of such securities.

#### 5.3.8 Modification of rights of conversion, etc.

Any modification of the rights of conversion, exchange or subscription attaching to any such securities (other than the Bonds, which term for this purpose includes any further bonds issued in accordance with Condition 14 and consolidated and forming a single series therewith) as are mentioned in Condition 5.3.7 (other than in accordance with the terms applicable to such securities) so that the consideration per Share (for the number of Shares available on conversion, exchange or subscription following the modification) is less than 90 per cent. of the Current Market Price on the last Trading Day preceding the date of announcement of the proposals for such modification.

In such an event, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such modification by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A** = is the number of Shares in issue immediately before such modification;
- B** = is the number of Shares which the aggregate consideration receivable by the Issuer for the Shares to be issued on conversion or exchange or on exercise of the right of subscription attached to the securities, in each case so modified, would purchase at such Current Market Price per Share or, if lower, the existing conversion, exchange or subscription price of such securities; and
- C** = is the maximum number of Shares to be issued on conversion or exchange of such securities or on the exercise of such rights of subscription attached thereto at the modified conversion, exchange or subscription price or rate but giving credit in such manner as an Independent Investment Bank considers appropriate (if at all) for any previous adjustment under this Condition 5.3.8 or Condition 5.3.7 in each case, so as to restore the economic position of the Bondholders, after the occurrence of such events or circumstances, to the same position as if the diluting effect of such events or circumstances had not occurred in order to give effect to the intended results of such adjustment.

Such adjustment shall become effective on the date of modification of the rights of conversion, exchange or subscription attaching to such securities.

#### 5.3.9 Other offers to Shareholders

The issue, sale or distribution by or on behalf of the Issuer or any Subsidiary or (at the direction or request of or pursuant to any arrangements with the Issuer or any Subsidiary) any other company, person or entity of any securities in connection with an offer by or on behalf of the Issuer or any Subsidiary or such other company, person or entity pursuant to which offer the Shareholders generally are entitled to participate in arrangements whereby such securities may be acquired by them (except where the Conversion Price falls to be adjusted under Conditions 5.3.4, 5.3.5, 5.3.6 and 5.3.7).

In such an event, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A - B}{A}$$

where:

**A** = is the Current Market Price of one Share on the last Trading Day preceding the date on which such issue is publicly announced; and

**B** = is the Fair Market Value on the date of such announcement, as determined in good faith by an Independent Investment Bank, of the portion of the rights attributable to one Share.

Such adjustment shall become effective on the date of issue of the securities.

#### 5.3.10 Other events

If the Issuer determines that an adjustment should be made to the Conversion Price as a result of one or more events or circumstances not referred to in this Condition 5.3, or if the Issuer determines that an adjustment made pursuant to this Condition 5.3 is inappropriate or incorrect, the Issuer shall at its own expense request a leading independent investment bank of international repute (acting as expert), selected by the Issuer and notified in writing to the Trustee or, as the case may be, selected by the Trustee pursuant to Condition 5.8 (an “**Independent Investment Bank**”), to determine as soon as practicable what adjustment to the Conversion Price is fair and reasonable to take account thereof, if the adjustment would result in a reduction in the Conversion Price, and the date on which such adjustment should take effect and upon such determination such adjustment (if any) shall be made and shall take effect in accordance with such determination, in each case, so as to restore the economic position of the Bondholders, after the occurrence of such events or circumstances, to the same position as if the diluting effect of such events or circumstances had not occurred in order to give effect to the intended results of such adjustment, provided that where the circumstances giving rise to any adjustment pursuant to this Condition 5.3 have already resulted or will result in an adjustment to the Conversion Price or where the circumstances giving rise to any adjustment arise by virtue of circumstances which have already given rise or will give rise to an adjustment to the Conversion Price, such modification (if any) shall be made to the operation of the provisions of this Condition 5.3 as may be advised by an Independent Investment Bank to be in their opinion appropriate to restore the economic position of the Bondholders, after the occurrence of such events or circumstances, to the same position as if the diluting effect of such events or circumstances had not occurred in order to give the intended result.

## 5.4 Definitions

For the purposes of these Conditions:

- 5.4.1 **“Alternative Stock Exchange”** means at any time, in the case of the Shares, if they are not at that time listed and traded on the SGX-ST, the principal stock exchange or securities market on which the Shares are then listed or quoted or dealt in.
- 5.4.2 **“Capital Distribution”** means:
- (i) any dividend or distribution (whether of cash or assets in specie) by the Issuer for any financial period whenever paid or made and however described and whether payable out of profits or reserves (and for these purposes a distribution of assets in specie includes without limitation an issue of Shares or other securities credited as fully or partly paid (other than Shares credited as fully paid to the extent an adjustment to the Conversion Price is made in respect thereof under Condition 5.3.2) by way of capitalisation of reserves), provided that where a Scrip Dividend is announced, then the Scrip Dividend in question shall be treated as a cash dividend of an amount equal to the greater of (a) such cash dividend and (b) the Current Market Price of the Shares to be issued as a Scrip Dividend, as at the date on which the Scrip Dividend is publicly announced; and
  - (ii) a purchase of Shares (other than any purchase of Shares for the purposes of the Issuer’s Employee Share Scheme (as defined in the Trust Deed)) by or on behalf of the Issuer or any of its Subsidiaries, where such purchase shall be deemed to constitute a Capital Distribution in the amount of the aggregate price paid (before expenses) in respect of such Shares purchased by the Issuer.
- 5.4.3 **“closing price”** for the Shares for any Trading Day shall be the closing market price quoted on the SGX-ST or, as the case may be, as quoted by an Alternative Stock Exchange on such Trading Day.
- 5.4.4 **“Current Market Price”** means, in respect of a Share at a particular time on a particular date, the average of the closing prices quoted on the SGX-ST or, as the case may be, an Alternative Stock Exchange for one Share (being a Share carrying full entitlement to dividend) for the 15 consecutive Trading Days ending on the Trading Day immediately preceding such date.

Provided that if at any time during the said 15 Trading Day period, the Shares shall have been quoted ex-dividend and during some other part of that period, the Shares shall have been quoted cum-dividend then:

- (i) if the Shares to be issued in such circumstances do not rank for the dividend in question, the quotations on the dates on which the Shares shall have been quoted cum-dividend shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the amount of that dividend per Share; or
- (ii) if the Shares to be issued in such circumstances rank for the dividend in question, the quotations on the dates on which the Shares shall have been quoted ex-dividend shall for the purpose of this definition be deemed to be the amount thereof increased by such similar amount,

and provided further that if the Shares on each of the said 15 Trading Days have been quoted cum-dividend in respect of a dividend which has been declared or announced but the Shares to be issued do not rank for that dividend, the quotations on each of such dates shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the amount of that dividend per Share.

- 5.4.5 **“Fair Market Value”** means, with respect to any assets, security, option, warrants or other right on any date, the fair market value of that asset, security, option, warrant or other right as determined by an Independent Investment Bank, provided that (i) the fair market value of a cash dividend paid or to be paid per Share shall be the amount of such cash dividend per Share determined as at the date of announcement of such dividend, (ii) the fair market value of any other cash amount shall be the amount of such cash, (iii) where options, warrants or other rights are publicly traded in a market of adequate liquidity (as determined by such Independent Investment Bank) the fair market value of such options, warrants or other rights shall equal the arithmetic mean of the daily closing prices of such options, warrants or other rights during the period of five Trading Days on the relevant market commencing on the first such Trading Day on which such options, warrants or other rights are publicly traded.
- 5.4.6 **“Relevant Cash Dividend”** means any cash dividend specifically declared by the Issuer.
- 5.4.7 **“Scrip Dividend”** means a dividend in cash, to the extent satisfied by the issue of Shares paid up out of profits or reserves, being a dividend which the Shareholders concerned would or could otherwise have received in cash and includes such part of a dividend in cash for which a Shareholder has exercised an election to receive Shares in lieu of cash.
- 5.4.8 **“Subsidiary”** means any company which is for the time being a subsidiary (within the meaning of Section 5 of the Companies Act, Chapter 50 of Singapore) of the Issuer.
- 5.4.9 **“Trading Day”** means a day when the SGX-ST or, as the case may be, an Alternative Stock Exchange is open for dealing business, provided that if no closing price is reported in respect of the relevant Shares on the SGX-ST or, as the case may be, the Alternative Stock Exchange for one or more consecutive dealing days, such day or days will be disregarded in any relevant calculation and shall be deemed not to have existed when ascertaining any period of dealing days.

## 5.5 Adjustment provisions

- 5.5.1 On any adjustment, the relevant Conversion Price shall be rounded down to the nearest S\$0.0001. No adjustment shall be made to the Conversion Price where such adjustment (rounded down if applicable) would be less than one per cent. of the Conversion Price unless the Issuer deems it necessary. Any adjustment not made, and any amount by which the Conversion Price has not been rounded down, shall be carried forward and taken into account in any subsequent adjustment (such amount, the **“Stub Amount”**). If, on the Maturity Date, there is any Stub Amount which has not been taken into account in any adjustment, the Conversion Price in effect on the Maturity Date prior to the Mandatory Conversion shall be adjusted to reflect the Stub Amount for the purpose of the Mandatory Conversion. Notice of any adjustment shall be given to Bondholders in accordance with Condition 5.7 and Condition 15 as soon as practicable after the determination thereof.

- 5.5.2 In making any calculation for the purposes of Conditions 5.3 and 5.4, such adjustments (if any) shall be made as an Independent Investment Bank may consider appropriate to reflect (i) any consolidation or subdivision of the Shares, (ii) issues of Shares by way of capitalisation of profits or reserves, or any like or similar event or (iii) the modification of any rights to dividends of Shares.
- 5.5.3 Where more than one event which gives or may give rise to an adjustment to the Conversion Price occurs within such a short period of time that in the opinion of the Independent Investment Bank the foregoing provisions would need to be operated subject to some modification in order to give the intended result, such modification shall be made to the operation of the foregoing provisions as may be advised by the Independent Investment Bank to be in their opinion appropriate in order to give such intended result.
- 5.5.4 No adjustment will be made to the Conversion Price when Shares or other securities (including rights or options or awards) are issued, offered or granted to directors or employees or former directors or former employees of the Issuer, its Subsidiaries, associated companies and/or the Issuer's holding company or subsidiaries of such holding company pursuant to any existing Employee Share Scheme from time to time (and which Employee Share Scheme is in compliance with the listing rules of the SGX-ST or, if applicable, those of an Alternative Stock Exchange) or pursuant to the conversion of the Bonds.
- 5.5.5 No adjustment involving an increase in the Conversion Price will be made, except in the case of a consolidation of the Shares as referred to in Condition 5.3.1 or to correct an error.
- 5.5.6 In the event a takeover offer (including by way of a scheme of arrangement or amalgamation) is made for the Issuer, the Bondholders shall be entitled to participate in any such takeover offer to the extent so provided in the terms of the takeover offer and in accordance with applicable law and regulations governing the terms of the takeover offer.
- 5.5.7 If any doubt shall arise as to whether an adjustment falls to be made to the Conversion Price or as to the appropriate adjustment to the Conversion Price, the Issuer may, and shall if requested by the Trustee (acting on the instructions of holders of not less than 30 per cent. in principal amount of the Bonds (after the Trustee has been indemnified and/or secured and/or pre-funded to its satisfaction by the Bondholders)), consult an Independent Investment Bank. Any such determination and opinion or advice of the Independent Investment Bank procured under these Conditions shall, to the extent requested by the Trustee, be provided in a report or certificate to the Trustee, and shall in the absence of manifest error, be conclusive and binding on all concerned. Notwithstanding the above, the Trustee may (but shall not be obliged to) and shall (if requested by holders of not less than 30 per cent. in principal amount of the Bonds (after the Trustee has been indemnified and/or secured and/or pre-funded to its satisfaction by the Bondholders)) within 14 days of (i) a notice of change of Conversion Price given pursuant to Condition 5.7 or (ii) the Trustee receiving a copy of the Independent Investment Bank's opinion or advice, appoint at its own expense another investment bank (the "**Trustee IFA**") to review the opinion or advice from the Independent Investment Bank. If there is a difference in opinion between the Independent Investment Bank and the Trustee IFA, the opinion of the Trustee IFA shall prevail.

- 5.5.8 Neither the Trustee nor any Agent shall be under any duty to monitor whether any event or circumstance has happened or exists which may require an adjustment to be made to the Conversion Price or to make any determination in relation to or to calculate or verify any calculation of any such adjustment or to verify the Issuer's or the Independent Investment Bank's determination, or method use in such determination, of any adjustment, and neither the Trustee nor any Agent will be responsible or liable to Bondholders for any loss arising from any failure by it to do so or for any delay of the Issuer or the Independent Investment Bank in making any determination or any erroneous determination by the Issuer or the Independent Investment Bank.

## **5.6 Undertakings**

- 5.6.1 The Issuer has undertaken in the Trust Deed, *inter alia*, that so long as any Bond remains outstanding, save with the approval of an Extraordinary Resolution of the Bondholders:

- (i) it will use all reasonable endeavours:
  - (a) to maintain a listing for all the Shares in issue on the SGX-ST;
  - (b) to obtain and maintain a listing for all newly issued Shares delivered on the Mandatory Conversion of the Bonds on the SGX-ST; and
  - (c) if the Issuer is unable to obtain or maintain such listing or the maintenance of such listing is unduly onerous, as the case may be, to obtain and maintain a listing for all the Shares delivered on the exercise of the Mandatory Conversion of the Bonds on an Alternative Stock Exchange as the Issuer may from time to time determine and will forthwith give notice to the Bondholders in accordance with Condition 15 of the listing or delisting of the Shares (as a class) by any of such stock exchanges;
- (ii) it will pay the expenses of the delivery of, and all expenses of obtaining listing for, Shares arising on conversion of the Bonds; and
- (iii) it will use all reasonable endeavours to obtain and maintain a listing of the Bonds on the SGX-ST in compliance with, and subject to, the listing rules of the SGX-ST.

- 5.6.2 In the Trust Deed, the Issuer has undertaken that so long as any Bond remains outstanding, it will ensure that all Shares liable to be delivered on conversion of the Bonds will be duly and validly issued as fully-paid.

## **5.7 Notice of Change in Conversion Price**

The Issuer shall, as soon as practicable, give notice to the Trustee, the Agents and the Bondholders in accordance with Condition 15 of any change in the Conversion Price. Any such notice relating to a change in the Conversion Price shall set forth the event giving rise to the adjustment, the Conversion Price prior to such adjustment, the adjusted Conversion Price and the effective date of such adjustment.



## **5.8 Failure to select an Independent Investment Bank**

If the Issuer fails to select an Independent Investment Bank when required for the purposes of these Conditions, the Trustee may (but shall not be obliged to), or shall, if so requested in writing by the holders of not less than 30 per cent. in principal amount of the Bonds outstanding (subject to its rights under the Trust Deed to be indemnified and/or secured and/or pre-funded to its satisfaction by the requesting Bondholders) select an Independent Investment Bank identified by the requesting Bondholders and shall have no liability to any person in respect of such selection or any delay in doing so or the actions or omissions of the Independent Investment Bank. For the avoidance of doubt, neither the Trustee nor any Agent shall be under any duty to monitor whether any event or circumstance has happened or exists which may require an Independent Investment Bank to be selected or whether an Independent Investment Bank has been selected by the Issuer, and neither the Trustee nor any Agent will be responsible or liable to Bondholders for any loss arising from any failure by it to do so.

## **6. Payments**

### **6.1 Principal and other amounts**

6.1.1 Payment of the Accreted Principal Amount (as defined in Condition 7.1.3) in respect of the Bonds, will be made by transfer to the registered account of the Bondholder. Such payment will only be made after surrender of the relevant Certificate at the specified office of any of the Agents.

6.1.2 Payment of all other amounts will be made as provided in these Conditions.

### **6.2 Registered Accounts**

For the purposes of this Condition 6, a Bondholder's registered account means the Singapore dollar account maintained by or on behalf of it with a bank in Singapore, details of which appear on the Register at the close of business on the second business day before the due date for payment, and a Bondholder's registered address means its address appearing on the Register at that time.

### **6.3 Fiscal Laws**

All payments are subject in all cases to any applicable laws and regulations, but without prejudice to the provisions of Condition 8. No commissions or expenses shall be charged to the Bondholders in respect of such payments.

### **6.4 Payment Initiation**

Where payment is to be made by transfer to a registered account, payment instructions (for value on the due date or, if that is not a business day, for value on the first following day which is a business day) will be initiated on the due date for payment (or, if it is not a business day, the immediately following business day) or, in the case of a payment of the Accreted Principal Amount, if later, on the business day on which the relevant Certificate is surrendered at the specified office of an Agent.

### **6.5 Delay in Payment**

6.5.1 Bondholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due if the due date is not a business day or if the Bondholder is late in surrendering his Certificate (if required to do so).

6.5.2 If an amount which is due on the Bonds is not paid in full, the Registrar will annotate the Register with a record of the amount (if any) in fact paid.

## 6.6 Business Day

In this Condition 6, “**business day**” means a day other than a Saturday or Sunday or a public holiday on which commercial banks are open for business in Singapore and, in the case of the surrender of a Certificate, in the place where the Certificate is surrendered.

## 7. Early Redemption, Purchase and Cancellation

The Issuer may not redeem the Bonds at its option prior to the Maturity Date except as provided in Condition 7.1 (but without prejudice to Condition 9).

### 7.1 Early Redemption at the Option of the Issuer

7.1.1 On giving not less than 30 nor more than 60 days’ notice to the Bondholders, the Trustee and the Principal Agent (which notice will be irrevocable), the Issuer may redeem all or some only of the Bonds on [●] and [●] of each year (each a “**Semi-Annual Date**”), commencing on (and including) [DATE FALLING SIX MONTHS AFTER ISSUE DATE] and ending on (but excluding) the Maturity Date, at the relevant Accreted Principal Amount.

7.1.2 In the case of a partial redemption of Bonds, the Bonds will be redeemed on a *pro rata* basis or selected by such other method, in such place as the Trustee shall approve and in such manner as the Trustee shall deem to be appropriate and fair, not more than 60 and not less than 30 days prior to the date fixed for redemption and the redemption notice shall contain such details as provided for by Condition 7.4 and will be published in accordance with Condition 15 by the Issuer not less than 30 days prior to such date.

7.1.3 In these Conditions:

“**Accreted Principal Amount**” in respect of each S\$1.00 principal amount of Bonds shall mean:

- (i) in the case of a redemption of Bonds on a Semi-Annual Date, an amount equivalent to each S\$1.00 in principal amount of Bonds multiplied by the redemption price (“**Redemption Price**”) stated against the relevant Semi-Annual Date:

<b>Semi-Annual Date</b>	<b>Redemption Price</b>
	(%)
[●] 2021	102.000
[●] 2022	104.040
[●] 2022	106.121
[●] 2023	108.243
[●] 2023	110.408
[●] 2024	112.616
[●] 2024	114.869
[●] 2025	117.166
[●] 2025	124.886
[●] 2026	128.008
[●] 2026	131.209

Semi-Annual Date	Redemption Price
	(%)
[●] 2027	134.489
[●] 2027	137.851
[●] 2028	141.297
[●] 2028	155.797
[●] 2029	160.471
[●] 2029	165.285

- (ii) if the Bonds become due and payable pursuant to Condition 9, an amount equivalent to each S\$1.00 in principal amount of Bonds multiplied by the relevant redemption price (“**Acceleration Redemption Price**”) calculated in accordance with the following formula:

$$\text{Acceleration Redemption Price} = \text{Previous Redemption Price} \times (1 + r/2)^{d/p}$$

where,

“**Previous Redemption Price**” means the Redemption Price on the Semi-Annual Date immediately preceding the date on which the Bonds become due and payable pursuant to Condition 9 (the “**Acceleration Date**”) (or, if the Bonds become due and payable prior to [●] 2021, 100.00 per cent.), provided that if the Acceleration Date falls between (A) [●] 2025 and [●] 2025, the Previous Redemption Price shall be deemed to be 121.840 per cent. and (B) [●] 2028 and [●] 2028, the Previous Redemption Price shall be deemed to be 151.259 per cent.;

“**r**” means if the Acceleration Date falls (A) on or prior to [●] 2025, 4.00 per cent., (B) between [●] 2025 and [●] 2028 (inclusive), 5.00 per cent. and (C) from [●] 2028, 6.00 per cent, in each case expressed as a fraction for the purpose of the formula above;

“**d**” means the number of days from and including the immediately preceding Semi-Annual Date (or, if the Bonds become due and payable before [●] 2021, from and including the Issue Date) to, but excluding, the Acceleration Date, calculated on the basis of a 360-day year consisting of 12 months of 30 days each, and in the case of an incomplete month, the number of days elapsed; and

“**p**” means 180.

If the Accreted Principal Amount payable in respect of any Bond upon its redemption pursuant to Condition 7.1.1 or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Accreted Principal Amount due and payable in respect of such Bond shall be calculated as described above, as though references to the Acceleration Date had been replaced by references to the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made (the “**Relevant Date**”). The calculation of the Accreted Principal Amount in accordance with this Condition will continue to be made (as well after as before judgement) until the Relevant Date.

“**Final Accreted Principal Amount**” means, in respect of each S\$1.00 principal amount of Bonds, S\$[●].

## **7.2 Purchases**

The Issuer or any of its Subsidiaries may at any time and from time to time purchase Bonds at any price in the open market or otherwise. Such Bonds may, at the option of the Issuer or the relevant Subsidiary, be held, resold or cancelled. The Bonds so acquired, while held by or on behalf of the Issuer or any Subsidiary of the Issuer, shall not entitle the holders thereof to convert the Bonds in accordance with these Conditions nor exercise any voting rights with respect to such Bonds and shall not be deemed to be outstanding for, among other things, the purposes of calculating quorums at meetings of the Bondholders or for the purposes of Conditions 9, 11 and 12.1. Any Bonds held by the Issuer or any of its Subsidiaries on the Maturity Date shall not be converted pursuant to Condition 5.2.2(iv) and shall instead be cancelled.

## **7.3 Cancellation**

All Bonds which are redeemed or converted or purchased by the Issuer or any of its Subsidiaries and tendered for cancellation will forthwith be cancelled. Certificates in respect of all Bonds cancelled will be forwarded to or to the order of the Registrar and such Bonds may not be reissued or resold.

## **7.4 Redemption Notices**

All notices to Bondholders given by or on behalf of the Issuer pursuant to Condition 7.1 will specify the date for redemption (which, shall for the avoidance of doubt, be a Semi-Annual Date), the manner in which redemption will be effected, the Accreted Principal Amount at which the Bonds will be redeemed, the aggregate principal amount of the Bonds outstanding as at the latest practicable date prior to the publication of the notice and the identifying numbers of the Bonds drawn for redemption (if applicable).

Neither the Trustee nor any Agent shall be responsible for calculating or verifying any calculations of any amounts payable under this Condition 7 and will not be responsible to Bondholders for any loss arising from any failure by it to do so or for any delay of the Issuer in making any calculation or any erroneous calculation.

## **8. Taxation**

All payments of the Accreted Principal Amount by or on behalf of the Issuer in respect of the Bonds shall be made free and clear of, and without withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature (the “**Taxes**”) imposed, levied, collected, withheld or assessed by or within Singapore or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer will not pay such additional amounts in respect of any such withholding or deduction from payments in respect of the Bonds for or on account of any such Taxes. Where the Issuer is not permitted under applicable law to make payments of the Accreted Principal Amount in respect of any Bonds without any withholding or deduction for Singapore tax, no payment of the Accreted Principal Amount shall be made by the Issuer to any Bondholder without deduction or withholding for or on account of any such Taxes unless such Bondholder shall have provided a statutory declaration or other evidence satisfactory to the Principal Agent that the beneficial owner of such Accreted Principal Amount is a resident in Singapore for tax purposes.

## 9. Events of Default

The Trustee at its discretion may (but is not obliged to), and shall, if so requested in writing by the holders of not less than 30 per cent. in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution (subject, in each case, to its rights under the Trust Deed to be indemnified and/or secured and/or pre-funded to its satisfaction by the Bondholders), give notice to the Issuer that the Bonds are, and they shall accordingly thereby become, immediately due and repayable at the prevailing Accreted Principal Amount as at such date if any of the following events has occurred and is continuing:

- 9.1 Non-Payment:** the Issuer fails to pay (i) any principal sum payable on or in respect of any of the Bonds within seven days of its due date, or (ii) any other sum in respect of the Bonds within 14 days of its due date; or
- 9.2 Failure to deliver Shares:** any failure by the Issuer to deliver or cause to be delivered any Shares as and when the Shares are required to be delivered following the conversion of a Bond; or
- 9.3 Breach of Other Obligations:** the Issuer does not perform or comply with any one or more of its other obligations in the Bonds or the Trust Deed which default is incapable of remedy or, if capable of remedy, is not remedied within 30 days (or such longer period as the Trustee may permit) after notice of such default shall have been given to the Issuer by the Trustee; or
- 9.4 Cessation or Winding-up:** (i) the Issuer ceases or makes a decision to cease to carry on all or a material part of its business or operations (other than a cessation of business or operations arising as a result of the COVID-19 Aviation Sector Disruption) or (ii) an order is made or an effective resolution is passed for the winding-up or dissolution of the Issuer or for the judicial management of the Issuer, in each case except for the purpose of and followed by a reconstruction, amalgamation, re-organisation, merger or consolidation on terms approved by an Extraordinary Resolution; or
- 9.5 Cross-Default:** (i) any other present or future indebtedness of the Issuer for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any default, event of default or the like (howsoever described), or (ii) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or (iii) the Issuer fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised, Provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more events mentioned above in this Condition 9.5 have occurred equals or exceeds S\$100,000,000 or its equivalent; or
- 9.6 Insolvency:** the Issuer is (or is, deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts as they fall due, stops, suspends or expressly declares its intention to stop or suspend payment of all or a material part of (or of a particular type of) its debts, proposes or makes any agreement for the deferral, rescheduling or other readjustment of all or a material part of (or of a particular type of) its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all or a material part of (or of a particular type of) the debts of the Issuer; or

- 9.7 Authorisation and Consents:** any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order (i) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under the Bonds and the Trust Deed, (ii) to ensure that those obligations are legally binding and enforceable and (iii) to make the Bonds and the Trust Deed admissible in evidence in the courts of Singapore is not taken, fulfilled or done, unless such consent is no longer required or applicable; or
- 9.8 Security Enforced:** any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer on or over all or a material part of the assets of the Issuer becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, judicial manager or other similar person); or
- 9.9 Enforcement Proceedings:** a distress, attachment, execution or other legal process is levied, enforced or sued out on or against all or a material part of the undertaking, property, assets or revenues of the Issuer and is not discharged or stayed within 30 days (or such longer period as the Trustee may permit); or
- 9.10 Illegality:** it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Bonds or the Trust Deed;
- 9.11 Nationalisation:** any governmental authority or agency or court seizes, compulsorily acquires, expropriates or nationalises all or a material part of the assets of the Issuer; or
- 9.12 Analogous Events:** any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in the foregoing paragraphs.

In this Condition 9, “**COVID-19 Aviation Sector Disruption**” means the disruption and other business stoppages affecting the Issuer and its Subsidiaries as a consequence of the COVID-19 pandemic.

## **10. Prescription**

Claims in respect of amounts due in respect of the Bonds will become prescribed unless made within 10 years from the date on which such payment first became due.

## **11. Enforcement**

At any time after the Bonds have become due and repayable, the Trustee may, at its discretion and without further notice to the Issuer or the Bondholders, take such actions and/or steps and/or institute such proceedings against the Issuer as it may think fit to enforce repayment of the Bonds and to enforce the provisions of the Trust Deed, but it will not be bound to take any such actions or steps or to institute any such proceedings unless (i) it shall have been so requested in writing by the holders of not less than 30 per cent. in principal amount of the Bonds then outstanding or shall have been so directed by an Extraordinary Resolution of the Bondholders and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction by the Bondholders. No Bondholder will be entitled to proceed directly against the Issuer unless the Trustee, having become bound to do so, fails or neglects to do so within a reasonable period and such failure or neglect is continuing.



## **12. Meetings of Bondholders, Modification and Waiver**

### **12.1 Meetings**

The Trust Deed contains provisions for convening meetings of Bondholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Bonds or the provisions of the Trust Deed. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Trustee if so requested in writing by Bondholders holding not less than 10 per cent. in principal amount of the Bonds for the time being outstanding and subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction against all costs and expenses. The quorum at any such meeting for passing an Extraordinary Resolution will be two or more persons holding or representing over 50 per cent. in principal amount of the Bonds for the time being outstanding or, at any adjourned such meeting, two or more persons being or representing Bondholders whatever the principal amount of the Bonds so held or represented unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to modify the maturity of the Bonds or any due date for any payment in respect of the Bonds, (ii) to reduce or cancel the Accreted Principal Amount, the Final Accreted Principal Amount or Equivalent Amount payable in respect of the Bonds, (iii) to change the currency of payment of the Bonds, (iv) to modify or cancel the Mandatory Conversion, (v) to increase the Conversion Price other than in accordance with these Conditions or (vi) to modify the provisions concerning the quorum required at any meeting of the Bondholders or the majority required to pass an Extraordinary Resolution or sign a resolution in writing, in which case the necessary quorum for passing an Extraordinary Resolution will be two or more persons holding or representing not less than 75 per cent., or at any adjourned such meeting not less than 25 per cent., in principal amount of the Bonds for the time being outstanding. An Extraordinary Resolution passed at any meeting of Bondholders will be binding on all Bondholders, whether or not they are present at the meeting. The Trust Deed provides that a written resolution signed by or on behalf of the holders of not less than 90 per cent. of the aggregate principal amount of Bonds for the time being outstanding shall be as valid and effective as a duly passed Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Bondholders.

### **12.2 Modification and Waiver**

The Trustee may (but shall not be obliged to) at any time or times without any consent or sanction of the Bondholders concur with the Issuer in making any modification (except as mentioned in Condition 12.1) to the Bonds, the Trust Deed or the Agency Agreement which in the opinion of the Trustee it may be expedient to make, provided that the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Bondholders or which, in the Trustee's opinion, is of a formal, minor or technical nature or to correct a manifest error or to comply with mandatory provisions of Singapore law or is required by the Depository.

The Trustee may, without the consent of the Bondholders and without prejudice to its rights in respect of any subsequent breach, condition, event or act from time to time and at any time, but only if and in so far as in its opinion the interests of the Bondholders will not be materially prejudiced thereby (i) waive on such terms and conditions (if any) as may seem expedient to it, any breach or proposed breach by the Issuer of any provision contained in the Bonds, the Trust Deed or the Agency Agreement, without prejudice to its rights in respect of any other or subsequent breach and (ii) authorise on such terms and conditions (if any) as aforesaid, any act or thing which would but for such provision and such authorisation be in breach of any provision of the Trust Deed, the Agency Agreement or the Bonds.



Any such modification, waiver or authorisation will be binding on the Bondholders and unless the Trustee agrees otherwise, any such modifications, waivers or authorisations will be notified by or on behalf of the Issuer to the Bondholders as soon as practicable thereafter in accordance with Condition 15.

Any material modification to the terms of the Bonds which is for the benefit of the Bondholders but is materially prejudicial to the interests of the Shareholders shall not be effected without the prior approval of the Shareholders at a general meeting of the Shareholders, unless such modification is made pursuant to the terms of the Bonds.

### **12.3 Interests of Bondholders**

In connection with the exercise of its functions, rights, powers and discretion (including but not limited to those in relation to any proposed modification, authorisation or waiver) the Trustee shall have regard to the interests of the Bondholders as a class and shall not have regard to the consequences of such exercise for individual Bondholders and the Trustee shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the Issuer or the Trustee, any indemnification or payment in respect of any tax consequences of any such exercise upon individual Bondholders except to the extent provided for in Condition 8.

### **13. Replacement of Certificates**

If any Certificate is mutilated, defaced, destroyed, stolen or lost, it may be replaced at the specified office of the Registrar or any Transfer Agent upon payment by the claimant of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity and/or security as the Issuer and/or such Agent may require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

### **14. Further Issues**

The Issuer may from time to time, with the consent of the Bondholders, create and issue further bonds having the same terms and conditions as the Bonds in all respects and so that such further issue shall be consolidated and form a single series with the outstanding Bonds (or in all respects except for the issue date) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Bonds include (unless the context requires otherwise) any other bonds issued pursuant to this Condition 14 and forming a single series with the Bonds. Any further bonds forming a single series with the outstanding Bonds constituted by the Trust Deed or any deed supplemental to it shall be constituted by a deed supplemental to the Trust Deed.

### **15. Notices**

All notices to Bondholders shall be validly given if published in a leading English language newspaper having general circulation in Singapore (which is expected to be The Business Times) or so long as the Issuer or the Bonds are listed on the SGX-ST, published or announced on the website of SGX-ST (sgx.com). Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which such publication is made in such newspaper or on the website of the SGX-ST as provided above.

Until such time as any definitive Bonds are issued, there may, so long as a Global Certificate is held in its entirety on behalf of the Depository, be substituted for such publication in such newspapers or announcement on the SGX-ST the delivery of the relevant notice to (subject to the agreement of the Depository) the Depository for communication by it to the Bondholders, except that if the Bonds are listed on the SGX-ST

and the rules of the SGX-ST so require, notice will in any event be published in accordance with the previous paragraph. Any such notice shall be deemed to have been given to the Bondholders on the seventh day after the date on which the said notice was given to the Depository.

Notwithstanding the other provisions of this Condition, all notices to Bondholders will be validly given if mailed to them at their respective addresses in the Register and shall be deemed to have been given on the seventh day after being so mailed.

## **16. Agents**

The names of the initial Agents and their specified offices are set out below. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint additional or other Agents, which shall be a bank, merchant bank or other financial institution in good standing. The Issuer will at all times maintain (i) a Principal Agent and (ii) a Registrar. Notice of any such termination or appointment, of any changes in the specified offices of any Agent and of any change in the identity of the Registrar or the Principal Agent will be given promptly by the Issuer to the Bondholders in accordance with Condition 15 and, in any event, not less than 45 days' notice will be given.

## **17. Indemnification**

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

The Trustee may rely without liability to Bondholders, the Issuer or any other person on any opinion or advice or certificate or report of, or any information obtained from, any lawyer, valuer, banker, securities company, accountant, broker, surveyor, auctioneer or other expert in Singapore or elsewhere, whether obtained by the Trustee, the Issuer, any subsidiary of the Issuer or the Principal Agent or otherwise, whether or not addressed to the Trustee and whether or not the opinion, advice, certificate, report or information, or any engagement letter or other related document, contains a monetary or other limit on liability or limits the scope and/or basis of such opinion, advice, certificate, report or opinion, and the Trustee and each of its directors, officers, employees and agents shall not be responsible or liable to anyone for any loss occasioned by so acting (or refrain from acting).

Whenever the Trustee is required or entitled by the terms of the Trust Deed or the other Transaction Documents (as defined in the Trust Deed) to exercise any discretion or power, take any action, make any decision or give any direction, the Trustee is entitled, prior to exercising any such discretion or power, taking any such action, making any such decision or giving any such direction, to seek directions from the Bondholders by way of Extraordinary Resolution, and the Trustee shall not be responsible for any loss or liability incurred by the Issuer, the Bondholders or any other person as a result of any delay in it exercising such discretion or power, taking such action, making such decision or giving such direction as a result of seeking such direction from the Bondholders or in the event that no direction is given to the Trustee by the Bondholders.

The Trustee shall not be bound to make any enquiry or to take any steps to ascertain or to find out if an Event of Default or a Potential Event of Default has occurred and, until it has actual knowledge or express notice to the contrary, the Trustee shall be entitled to assume without enquiry (it being the intention that it should assume without enquiry), and shall not be liable for assuming, that no such event has occurred and that the Issuer is performing

all its obligations under the Trust Deed and the Bonds. The Trustee shall not be liable to any Bondholder, the Issuer or any other person for any action taken by the Trustee in accordance with the instructions of the Bondholders. The Trustee shall be entitled to rely on any direction, request or resolution of Bondholders given by holders of the requisite principal amount of Bonds outstanding or passed at a meeting of Bondholders convened and held in accordance with the Trust Deed.

The Trustee shall not be under any duty to monitor or ensure compliance by the Issuer of its obligations under these Conditions, the Transaction Documents or the Bonds and the Trustee will not be responsible to Bondholders for any loss arising from any failure to do so.

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

## **18. Contracts (Rights of Third Parties) Act, Chapter 53B**

No person shall have any right to enforce any term or condition of this Bond under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

## **19. Governing Law and Jurisdiction**

### **19.1 Governing Law**

The Bonds, the Trust Deed and the Agency Agreement are governed by, and shall be construed in accordance with, the laws of Singapore.

### **19.2 Jurisdiction**

The courts of Singapore are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed or the Bonds and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed or the Bonds (the “**Proceedings**”) may be brought in such courts. The Issuer irrevocably submits to the non-exclusive jurisdiction of such courts and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are for the benefit of the Trustee and the Bondholders and shall not limit the right of the Trustee or the Bondholders to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

## APPENDIX B

### AUDITED CONSOLIDATED INCOME STATEMENTS OF THE GROUP FOR FY2018/19, FY2019/20 AND FY2020/21

(in S\$' million)	FY2018/19 (Audited)	FY2019/20 (Audited)	FY2020/21 (Audited)
<b>REVENUE</b>	16,323.2	15,975.9	3,815.9
<b>EXPENDITURE</b>			
Staff costs	2,816.9	2,563.6	1,160.5
Fuel costs	4,587.1	4,636.5	1,015.5
Fuel hedging ineffectiveness	–	709.8	214.0
Depreciation	1,327.9	2,134.2	2,075.9
Impairment of property, plant and equipment	–	14.2	2.0
Amortisation of intangible assets	61.9	57.5	65.8
Aircraft maintenance and overhaul costs	899.2	835.4	446.4
Commission and incentives	472.5	489.8	(13.6)
Landing, parking and overflying charges	884.0	886.4	219.0
Handling charges	1,315.0	1,276.7	394.1
Rentals on leased aircraft	679.7	79.2	9.8
Inflight meals	550.4	539.0	10.7
Advertising and sales costs	331.8	334.2	12.6
Company accommodation and utilities	93.5	50.2	35.7
Other passenger costs	188.0	187.7	31.1
Crew expenses	168.1	172.4	15.0
Impairment of amount owing by a joint venture company	–	61.6	12.6
Other operating expenses	880.1	888.4	621.3
	15,256.1	15,916.8	6,328.4
<b>OPERATING PROFIT/(LOSS)</b>	1,067.1	59.1	(2,512.5)
Finance charges	(116.1)	(220.9)	(267.9)
Interest income	41.9	42.1	35.4
Impairment of aircraft	–	–	(1,734.3)
Impairment of goodwill	–	–	(170.4)
Impairment of base maintenance assets	–	–	(36.9)
Impairment of intangible assets	–	–	(11.4)
(Loss)/Surplus on disposal of aircraft, spares and spare engines	(5.8)	6.9	(27.0)
Dividends from long-term investments	3.1	3.2	8.4
Other non-operating items	(47.4)	(31.9)	(127.8)
Share of profits of joint venture companies	23.2	46.4	14.0
Share of losses of associated companies	(97.4)	(125.1)	(126.8)
<b>PROFIT/(LOSS) BEFORE TAXATION</b>	868.6	(220.2)	(4,957.2)
<b>TAXATION</b>	(147.0)	50.8	673.8
<b>PROFIT/(LOSS) FOR THE FINANCIAL YEAR</b>	721.6	(169.4)	(4,283.4)

(in S\$' million)	FY2018/19 (Audited)	FY2019/20 (Audited)	FY2020/21 (Audited)
<b>PROFIT/(LOSS) ATTRIBUTABLE TO:</b>			
<b>OWNERS OF THE COMPANY</b>	682.7	(212.0)	(4,270.7)
<b>NON-CONTROLLING INTERESTS</b>	38.9	42.6	(12.7)
	721.6	(169.4)	(4,283.4)

Dividends per Share (tax-exempt (one-tier))  
(cents)

– interim	8.0	8.0	–
– final	22.0	–	–

	FY2018/19	FY2019/20	FY2020/21
<b>Proforma Impact to EPS</b>			
EPS before the Rights Issue and conversion of the Convertible Bonds <sup>(1)</sup> (cents)	36.2	(11.2)	(115.6)
EPS after the Rights Issue but before conversion of the Convertible Bonds <sup>(2)</sup> (cents)	16.8	(5.2)	(72.8)
EPS after the Rights Issue assuming conversion of all the Convertible Bonds <sup>(3)</sup> (cents)	16.2	(5.0)	(71.0)

**Notes:**

- (1) The EPS for prior year comparatives in FY2018/19 and FY2019/20 are computed by applying a bonus factor to the weighted average number of Shares taking into account the 2020 Rights Issue, in accordance with IAS 33 *Earnings Per Share*. The bonus factor is derived from the division of fair value per Share immediately before the exercise of rights by the theoretical ex-rights fair value. The EPS for FY2020/21 is computed based on profit/(loss) attributable to Shareholders of the Company divided by weighted average number of Shares in issue less treasury Shares, assuming 1,304.6 million new Shares are allotted and issued on a weighted average basis upon conversion of all the Rights 2020 MCBs. On the basis of the foregoing, the weighted average number of Shares for FY2018/19, FY2019/20 and FY2020/21 are 1,884.9 million, 1,887.1 million and 3,694.7 million, respectively.
- (2) The proforma adjustments to EPS assume that 2,174.0 million Rights 2021 MCB Conversion Shares are allotted and issued upon conversion of the Rights 2021 MCBs on the first day of each of the respective financial years presented. In addition, the EPS for prior year comparatives in FY2018/19 and FY2019/20 are computed by applying a bonus factor to the weighted average number of Shares taking into account the 2020 Rights Issue, in accordance with IAS 33 *Earnings Per Share*. The bonus factor is derived from the division of fair value per Share immediately before the exercise of rights by the theoretical ex-rights fair value. The EPS for FY2020/21 is computed based on profit/(loss) attributable to Shareholders of the Company divided by the weighted average number of Shares in issue less treasury Shares, assuming 1,304.6 million new Shares are allotted and issued on a weighted average basis upon conversion of all the Rights 2020 MCBs. On the basis of the foregoing, the weighted average number of Shares for FY2018/19, FY2019/20 and FY2020/21 are 4,058.8 million, 4,061.0 million and 5,868.7 million, respectively. The proforma impact to EPS are shown for illustrative purposes only and have not been audited.
- (3) The proforma adjustments to EPS assume that: (a) 2,174.0 million Rights 2021 MCB Conversion Shares are allotted and issued upon conversion of the Rights 2021 MCBs; and (b) 148.0 million new Shares are allotted and issued upon conversion of all the Convertible Bonds, on the first day of each of the respective financial years presented. In addition, the EPS for prior year comparatives in FY2018/19 and FY2019/20 are computed by applying a bonus factor to the weighted average number of Shares taking into account the 2020 Rights Issue, in accordance with IAS 33 *Earnings Per Share*. The bonus factor is derived from the division of fair value per Share immediately before the exercise of rights by the theoretical ex-rights fair value. The EPS for FY2020/21 is computed based on profit/(loss) attributable to Shareholders of the Company divided by weighted average number of Shares in issue less treasury Shares, assuming 1,304.6 million new Shares are allotted and issued on a weighted average basis upon conversion of all the Rights 2020 MCBs. On the basis of the foregoing, the weighted average number of Shares for FY2018/19, FY2019/20 and FY2020/21 are 4,206.8 million, 4,209.0 million and 6,016.7 million, respectively. The proforma impact to EPS are shown for illustrative purposes only and have not been audited.

## APPENDIX C

### AUDITED CONSOLIDATED STATEMENTS OF FINANCIAL POSITION OF THE GROUP AS AT 31 MARCH 2020 AND 31 MARCH 2021

(in S\$' million)	As at 31 March 2020 (Audited)	As at 31 March 2021 (Audited)
<b>EQUITY ATTRIBUTABLE TO OWNERS OF THE COMPANY</b>		
Share capital	1,856.1	7,180.2
Mandatory convertible bonds	–	3,496.1
Treasury shares	(156.0)	(133.2)
Other reserves	7,614.0	5,362.8
	9,314.1	15,905.9
<b>NON-CONTROLLING INTERESTS</b>	418.6	372.2
<b>TOTAL EQUITY</b>	9,732.7	16,278.1
 <b>DEFERRED ACCOUNT</b>	 33.3	 41.0
<b>DEFERRED TAXATION</b>	1,335.3	1,032.5
<b>LONG-TERM LEASE LIABILITIES</b>	1,467.6	2,373.6
<b>BORROWINGS</b>	7,162.9	10,564.8
<b>OTHER LONG-TERM LIABILITIES</b>	1,875.7	506.4
<b>PROVISIONS</b>	990.7	965.1
<b>DEFINED BENEFIT PLANS</b>	112.5	106.6
	22,710.7	31,868.1
 Represented by:		
<b>PROPERTY, PLANT AND EQUIPMENT</b>	25,485.8	23,483.3
<b>RIGHT-OF-USE ASSETS</b>	1,477.7	2,395.7
<b>INTANGIBLE ASSETS</b>	487.0	301.1
<b>SUBSIDIARY COMPANIES</b>	–	–
<b>ASSOCIATED COMPANIES</b>	817.0	833.1
<b>JOINT VENTURE COMPANIES</b>	191.5	200.2
<b>LONG-TERM INVESTMENTS</b>	65.2	49.9
<b>OTHER LONG-TERM ASSETS</b>	345.7	646.0

<b>(in S\$' million)</b>	<b>As at 31 March 2020 (Audited)</b>	<b>As at 31 March 2021 (Audited)</b>
<b>CURRENT ASSETS</b>		
Derivative assets	169.3	156.8
Inventories	239.3	194.9
Trade debtors	820.5	939.5
Deposits and other debtors	330.8	117.3
Prepayments	121.1	80.7
Other short-term assets	38.9	29.4
Investments	423.5	271.8
Cash and bank balances	2,685.3	7,783.0
Assets held for sale	14.2	98.6
	<b>4,842.9</b>	<b>9,672.0</b>
<b>Less: CURRENT LIABILITIES</b>		
Borrowings	2,661.0	907.1
Lease liabilities	493.0	491.4
Current tax payable	68.5	95.4
Trade and other creditors	3,016.0	2,117.2
Amounts owing to subsidiary companies	–	–
Sales in advance of carriage	2,041.4	568.1
Deferred revenue	755.8	957.8
Deferred account	31.6	16.9
Derivative liabilities	1,570.8	130.4
Provisions	364.0	428.9
	<b>11,002.1</b>	<b>5,713.2</b>
<b>NET CURRENT (LIABILITIES)/ASSETS</b>	<b>(6,159.2)</b>	<b>3,958.8</b>
	<b>22,710.7</b>	<b>31,868.1</b>



## APPENDIX D

### AUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS OF THE GROUP FOR FY2019/20 AND FY2020/21

(In S\$' million)	FY2019/20 (Audited)	FY2020/21 (Audited)
<b>CASH FLOW FROM OPERATING ACTIVITIES</b>		
Loss before taxation	(220.2)	(4,957.2)
Adjustments for:		
Depreciation	2,134.2	2,075.9
Impairment of aircraft	–	1,734.3
Impairment of base maintenance assets	–	36.9
Impairment of goodwill	–	170.4
Impairment of intangible assets	–	11.4
Impairment of property, plant and equipment	14.2	2.0
Amortisation of intangible assets	57.5	65.8
Impairment of trade debtors	7.5	4.6
Impairment of amount owing by a joint venture company	61.6	12.6
Writedown of inventories	8.8	12.4
Income from short-term investments	(1.4)	(1.2)
Provisions	180.0	207.0
Share-based compensation expense	20.5	13.2
Exchange differences	(11.0)	45.5
Net loss/(gain) on financial assets mandatorily measured at fair value through profit or loss ("FVTPL")	0.5	(2.6)
Fuel hedging ineffectiveness	709.8	214.0
Foreign currency hedging ineffectiveness	(30.0)	12.6
Finance charges	220.9	267.9
Interest income	(42.1)	(35.4)
(Surplus)/Loss on disposal of aircraft, spares and spare engines	(6.9)	27.0
Dividends from long-term investments	(3.2)	(8.4)
Other non-operating items	31.9	127.8
Share of profits of joint venture companies	(46.4)	(14.0)
Share of losses of associated companies	125.1	126.8
Operating cash flow before working capital changes	3,211.3	149.3
Decrease in trade and other creditors	(346.2)	(2,621.5)
Decrease in sales in advance of carriage	(674.0)	(1,473.3)
Decrease in trade debtors	660.3	225.8
(Increase)/Decrease in deposits and other debtors	(237.0)	215.6
Decrease in prepayments	10.6	40.4
Increase in inventories	(18.2)	(13.1)
Increase in deferred revenue	144.9	202.0
Cash generated from/(used in) operations	2,751.7	(3,274.8)
Income taxes paid	(19.8)	(17.6)
<b>NET CASH PROVIDED BY/(USED IN) OPERATING ACTIVITIES</b>	2,731.9	(3,292.4)

<b>(In S\$' million)</b>	<b>FY2019/20 (Audited)</b>	<b>FY2020/21 (Audited)</b>
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>		
Capital expenditure	(5,103.5)	(2,695.5)
Purchase of intangible assets	(91.6)	(74.1)
Proceeds from disposal of aircraft and other property, plant and equipment	124.3	156.4
Proceeds from sale and leaseback transactions	117.2	1,230.5
Proceeds from disposal of long-term investments	41.5	30.3
Purchase of short-term investments	(689.1)	(584.6)
Proceeds from disposal of short-term investments	661.7	739.7
Dividends received from associated and joint venture companies	84.0	39.5
Dividends received from investments	5.2	8.4
Interest received from investments and deposits	42.2	33.7
Proceeds from finance leases	9.2	8.1
Proceeds from disposal of interest in a subsidiary company, net of cash disposed	–	5.3
Investments in associated companies	(141.0)	(212.0)
Investments in joint venture companies	(11.9)	–
Loan to a joint venture company	(18.1)	–
Proceeds from liquidation of an associated company	5.1	–
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<b>(4,964.8)</b>	<b>(1,314.3)</b>
<b>CASH FLOW FROM FINANCING ACTIVITIES</b>		
Dividends paid	(355.5)	–
Dividends paid by subsidiary companies to non-controlling interests	(30.7)	(14.3)
Acquisition of non-controlling interests without a change in control	–	(4.1)
Issuance of share capital by subsidiary companies	1.0	–
Interest paid	(206.0)	(232.4)
Proceeds from issuance of shares and mandatory convertible bonds	–	8,829.2
Payment of transaction costs related to shares issued and mandatory convertible bonds	–	(9.0)
Repayment of bonds	–	(500.0)
Proceeds from issuance of bonds	–	2,013.0
Payment of transaction costs from issuance of bonds	–	(10.9)
Proceeds from borrowings	3,985.2	4,579.0
Repayment of borrowings	(878.3)	(4,344.1)
Repayment of lease liabilities	(575.9)	(551.6)
Payment of transaction costs related to borrowings	(4.2)	(17.8)

<b>(In S\$' million)</b>	<b>FY2019/20 (Audited)</b>	<b>FY2020/21 (Audited)</b>
<b>NET CASH PROVIDED BY FINANCING ACTIVITIES</b>	1,935.6	9,737.0
<b>NET CASH (OUTFLOW)/INFLOW</b>	(297.3)	5,130.3
<b>CASH AND CASH EQUIVALENTS AT BEGINNING OF THE FINANCIAL YEAR</b>	2,944.0	2,685.3
Effect of exchange rate changes	38.6	(32.6)
<b>CASH AND CASH EQUIVALENTS AT END OF THE FINANCIAL YEAR</b>	2,685.3	7,783.0
<b>ANALYSIS OF CASH AND CASH EQUIVALENTS</b>		
Fixed deposits	1,283.5	5,701.9
Cash and bank balances	1,401.8	2,081.1
<b>CASH AND CASH EQUIVALENTS AT END OF THE FINANCIAL YEAR</b>	2,685.3	7,783.0

## APPENDIX E

### PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS IN RESPECT OF RIGHTS 2021 MCBs

*The following contains the procedures for acceptance, payment and excess application by Entitled Depositors in respect of Rights 2021 MCBs. In the case of any inconsistency between the terms, conditions and procedures set out in the ATMs of a Participating Bank and the terms, conditions and procedures set out herein, the terms, conditions and procedures set out in such ATMs shall prevail.*

#### 1. INTRODUCTION

- 1.1 Entitled Depositors are entitled to access and download this Offer Information Statement and the Product Highlights Sheet electronically and receive the OIS Notification Letter and the ARE which forms part of this Offer Information Statement. This Offer Information Statement (including the ARE) will not be despatched or disseminated to Ineligible Shareholders. For the purposes of this Offer Information Statement, any reference to an application by way of an Electronic Application without reference to such an Electronic Application being made through an ATM of a Participating Bank or an Accepted Electronic Service shall, where the Entitled Depositor is a Depository Agent, be taken to include an application made via the SGX-SFG Service.
- 1.2 The provisional allotments of Rights 2021 MCBs are governed by the terms and conditions of this Offer Information Statement, (if applicable) the Constitution of the Company and the instructions in the ARE.

The number of Rights 2021 MCBs provisionally allotted to each Entitled Depositor is indicated in the ARE (fractional entitlements (if any) having been disregarded).

The Securities Accounts of Entitled Depositors have been credited by CDP with the provisional allotments of Rights 2021 MCBs as indicated in the ARE. Entitled Depositors may accept their provisional allotments of Rights 2021 MCBs in full or in part and are eligible to apply for Rights 2021 MCBs in excess of their provisional allotments under the Rights Issue. Full instructions for the acceptance of and payment for the provisional allotments of Rights 2021 MCBs and payment for excess Rights 2021 MCBs are set out in this Offer Information Statement as well as the ARE.

- 1.3 If an Entitled Depositor wishes to accept his provisional allotments of Rights 2021 MCBs specified in the ARE, in full or in part, and (if applicable) apply for excess Rights 2021 MCBs, he may do so by way of an Electronic Application by completing and signing the relevant sections of the ARE. An Entitled Depositor should ensure that the ARE is accurately completed and signed, failing which the acceptance of the provisional allotments of Rights 2021 MCBs and (if applicable) application for excess Rights 2021 MCBs may be rejected.

For and on behalf of the Company, CDP reserves the right to refuse to accept any acceptance(s) and (if applicable) excess application(s) if the ARE is not accurately completed and signed or if the "Free Balance" of your Securities Account is not credited with, or is credited with less than, the relevant number of Rights 2021 MCBs accepted as at the last time and date for acceptance, (if applicable) application and payment or for any other reason(s) whatsoever the acceptance and (if applicable) the excess application is in breach of the terms of the ARE or this Offer Information Statement, at CDP's absolute discretion, and to return all monies received to the person(s) entitled thereto **BY CREDITING HIS/THEIR BANK ACCOUNT(S) WITH THE RELEVANT PARTICIPATING BANK** (if he/they accept and (if applicable) apply through an ATM of a Participating Bank) or through an accepted electronic payment service (such as PayNow) or electronic service delivery networks

**(“Accepted Electronic Service”) or BY MEANS OF A CROSSED CHEQUE SENT BY ORDINARY POST**, as the case may be, (in each case) **AT HIS/THEIR OWN RISK** or in such other manner as he/they may have agreed with CDP for the payment of any cash distributions without interest or any share of revenue or other benefit arising therefrom (if he/they accept and (if applicable) apply through CDP). In the event that an Entitled Depositor (who accepts and (if applicable) applies through CDP) is not subscribed to CDP’s Direct Crediting Service, any monies to be returned will be retained by CDP and credited to his Cash Ledger and subject to the same terms and conditions as Cash Distributions under CDP’s *“Terms and Conditions for Operation of Securities Account with The Central Depository (Pte) Limited”* (Cash Ledger and Cash Distributions are as defined therein) (the retention by CDP being a good discharge of the Company’s and the Sole Lead Manager’s obligations).

**AN ENTITLED DEPOSITOR MAY ACCEPT HIS PROVISIONAL ALLOTMENTS OF RIGHTS 2021 MCBS SPECIFIED IN HIS ARE AND (IF APPLICABLE) APPLY FOR EXCESS RIGHTS 2021 MCBS EITHER THROUGH CDP AND/OR BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK OR AN ACCEPTED ELECTRONIC SERVICE. WHERE AN ENTITLED DEPOSITOR IS A DEPOSITORY AGENT, IT MAY MAKE ITS ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION VIA THE SGX-SFG SERVICE.**

Where an acceptance, (if applicable) application and/or payment does not conform strictly to the terms set out in this Offer Information Statement, the ARE, the ARS, the PAL and/or any other application form for the Rights 2021 MCBs and/or excess Rights 2021 MCBs in relation to the Rights Issue or which does not comply with the instructions for an Electronic Application, or in the case of an application by the ARE, the ARS, the PAL, and/or any other application form for the Rights 2021 MCBs and/or excess Rights 2021 MCBs in relation to the Rights Issue which is illegible, incomplete, incorrectly completed, unsigned, signed but not in its originality or which is accompanied by an improperly or insufficiently drawn remittance, the Company and/or CDP may, at their/its absolute discretion, reject or treat as invalid any such acceptance, (if applicable) application, payment and/or other process of remittances at any time after receipt in such manner as they/it may deem fit.

The Company and CDP shall be authorised and entitled to process each application submitted for the acceptance of the provisional allotments of Rights 2021 MCBs and (if applicable) application for excess Rights 2021 MCBs in relation to the Rights Issue and the payment received in relation thereto, pursuant to such application, by an Entitled Depositor, on its own, without regard to any other application and payment that may be submitted by the same Entitled Depositor. For the avoidance of doubt, insufficient payment for an application may render the application invalid, and evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application and (if applicable) application for excess Rights 2021 MCBs.

- 1.4 Unless expressly provided to the contrary in this Offer Information Statement, the ARE and/or the ARS with respect to enforcement against Entitled Depositors or their renounees, a person who is not a party to any contracts made pursuant to this Offer Information Statement, the ARE and/or the ARS 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, 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.
- 1.5 Details on the acceptance of the provisional allotments of Rights 2021 MCBs and (if applicable) application for excess Rights 2021 MCBs are set out in paragraphs 2 to 4 below.

## **2. MODE OF ACCEPTANCE AND APPLICATION**

### **2.1 Acceptance/Application by way of Electronic Application through an ATM of a Participating Bank or an Accepted Electronic Service**

Instructions for Electronic Applications through ATMs of Participating Banks to accept the Rights 2021 MCBs provisionally allotted or (if applicable) to apply for excess Rights 2021 MCBs will appear on the ATM screens of the respective Participating Banks. Please refer to **Appendix F** to this Offer Information Statement for the additional terms and conditions for Electronic Applications for Rights 2021 MCBs through an ATM of a Participating Bank.

Instructions for Electronic Applications through an Accepted Electronic Service are set out in the ARE.

An Entitled Depositor or his renouncee or the Purchaser of the provisional allotments of Rights 2021 MCBs who accepts the provisional allotments of Rights 2021 MCBs or (as the case may be) who applies for the Rights 2021 MCBs through an Accepted Electronic Service (“**Applicant**”) irrevocably agrees and acknowledges that:

- (a) his Electronic Application through an Accepted Electronic Service is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, fires, acts of God, mistakes, losses and theft (in each case whether or not within the control of CDP, the Participating Banks, the Company, the Share Registrar and/or the Sole Lead Manager) and any events whatsoever beyond the control of CDP, the Participating Banks, the Company, the Share Registrar and/or the Sole Lead Manager, and if, in any such event, CDP, the Participating Banks, the Company, the Share Registrar and the Sole Lead Manager do not record or receive the Applicant’s Electronic Application through an Accepted Electronic Service by **9.30 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), or such data or the tape containing such data is lost, corrupted, destroyed or not otherwise accessible, whether wholly or partially for whatever reason, the Applicant shall be deemed not to have made an Electronic Application through an Accepted Electronic Service and the Applicant shall have no claim whatsoever against CDP, the Participating Banks, the Company, the Directors, the Share Registrar and/or the Sole Lead Manager and their respective officers for any purported acceptance thereof and (if applicable) excess application therefor, or for any compensation, loss or damage in connection therewith or in relation thereto; and
- (b) none of the Company, CDP, the Participating Banks, the Share Registrar nor the Sole Lead Manager shall be liable for any delays, failures or inaccuracies in the recording, storage or in the transmission or delivery of data relating to his Electronic Application through an Accepted Electronic Service to the Company or CDP due to a breakdown or failure of transmission, delivery or communication facilities or any risks referred to above or to any cause beyond their respective control.

**IF AN ENTITLED DEPOSITOR MAKES AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK OR THROUGH AN ACCEPTED ELECTRONIC SERVICE, HE WOULD HAVE IRREVOCABLY AUTHORISED THE RELEVANT BANK TO DEDUCT THE FULL AMOUNT PAYABLE FROM HIS BANK ACCOUNT IN RESPECT OF SUCH APPLICATION. IN THE CASE OF AN ENTITLED DEPOSITOR WHO HAS ACCEPTED THE RIGHTS 2021 MCBS PROVISIONALLY ALLOTTED TO HIM BY WAY OF THE ARE AND/OR THE ARS AND/OR HAS APPLIED FOR EXCESS RIGHTS 2021 MCBS BY WAY OF THE ARE AND ALSO BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK OR AN ACCEPTED ELECTRONIC SERVICE, THE COMPANY AND/OR CDP SHALL BE AUTHORISED AND ENTITLED TO ACCEPT HIS INSTRUCTIONS IN WHICHEVER MODE OR COMBINATION AS THE COMPANY AND/OR CDP MAY, IN THEIR ABSOLUTE DISCRETION, DEEM FIT.**

## 2.2 Acceptance/Application through CDP

If the Entitled Depositor wishes to accept the provisional allotments of Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs through CDP, he must:

- (a) complete and sign the ARE. In particular, he must state in Part (C)(i) of the ARE the total number of Rights 2021 MCBs provisionally allotted to him which he wishes to accept and (if applicable) the number of excess Rights 2021 MCBs applied for, and in Part (C)(ii) of the ARE the 6 digits of the Cashier's Order or Banker's Draft; and
- (b) deliver the duly completed and original signed ARE accompanied by **A SINGLE REMITTANCE** for the full amount payable for the relevant number of Rights 2021 MCBs accepted and (if applicable) excess Rights 2021 MCBs applied for by post, **AT THE SENDER'S OWN RISK**, in the self-addressed envelope provided, to **SINGAPORE AIRLINES LIMITED, C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147**, so as to arrive not later than **5.00 P.M. ON 16 JUNE 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The payment for the relevant number of Rights 2021 MCBs accepted and (if applicable) excess Rights 2021 MCBs applied for at the Issue Price must be made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP – SIA RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

**NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS WILL BE ACCEPTED. NO OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

## 2.3 Acceptance/Application through the SGX-SFG Service (for Depository Agents only)

Depository Agents may accept the provisional allotments of Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs through the SGX-SFG Service provided by CDP as listed in Schedule 3 of the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Company to receive acceptances and (if applicable) applications on its behalf. Such acceptances and (if applicable) applications will be deemed irrevocable and are subject to each of the terms and conditions contained in the ARE and this Offer Information Statement as if the ARE had been completed, signed and submitted to CDP.

## 2.4 Insufficient Payment

If no remittance is attached or the remittance attached is less than the full amount payable for the provisional allotments of Rights 2021 MCBs accepted by the Entitled Depositor and (if applicable) the excess Rights 2021 MCBs applied for by the Entitled Depositor, the attention of the Entitled Depositor is drawn to paragraphs 1.3 above and 5.2 below which set out the circumstances and manner in which the Company and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Company's behalf whether under the ARE, the ARS or any other application form for Rights 2021 MCBs in relation to the Rights Issue.



## 2.5 Acceptance of Part of Provisional Allotments of Rights 2021 MCBs and Trading of Provisional Allotments of Rights 2021 MCBs

An Entitled Depositor may choose to accept his provisional allotments of Rights 2021 MCBs specified in the ARE in full or in part. If an Entitled Depositor wishes to accept part of his provisional allotments of Rights 2021 MCBs and trade the balance of his provisional allotments of Rights 2021 MCBs on the SGX-ST, he should:

- (a) complete and sign the ARE for the number of Rights 2021 MCBs provisionally allotted which he wishes to accept and submit the duly completed and original signed ARE together with payment in the prescribed manner as described in paragraph 2.2 above to CDP; or
- (b) accept and subscribe for that part of his provisional allotments of Rights 2021 MCBs by way of Electronic Application(s) in the prescribed manner as described in paragraph 2.1 or 2.3 above.

The balance of his provisional allotments of Rights 2021 MCBs may be sold as soon as dealings therein commence on the SGX-ST.

Entitled Depositors who wish to trade all or part of their provisional allotments of Rights 2021 MCBs on the SGX-ST during the provisional allotments trading period should note that the provisional allotments of Rights 2021 MCBs will be tradable in board lots, each board lot comprising provisional allotments of 100 Rights 2021 MCBs, or any other board lot size which the SGX-ST may require. Such Entitled Depositors may start trading in their provisional allotments of Rights 2021 MCBs as soon as dealings therein commence on the SGX-ST. Entitled Depositors who wish to trade in lot sizes other than mentioned above may do so in the Unit Share Market of the SGX-ST during the provisional allotments trading period.

## 2.6 Sale of Provisional Allotments of Rights 2021 MCBs

The ARE need not be forwarded to the Purchasers as arrangements will be made by CDP for a separate ARS to be issued to the Purchasers. Purchasers should note that CDP will, for and on behalf of the Company, send the OIS Notification Letter with the ARS, accompanied by other accompanying documents, **BY ORDINARY POST AND AT THE PURCHASERS' OWN RISK**, to their respective Singapore addresses as maintained in the records of CDP. Purchasers should ensure that their ARSs are accurately completed and signed, failing which their acceptances of the provisional allotments of Rights 2021 MCBs may be rejected. Purchasers who do not receive the OIS Notification Letter or the ARS, accompanied by other accompanying documents, may obtain the same from CDP or the Share Registrar, for the period up to **5.00 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

Purchasers should also note that if they make any purchase on or around the last trading day of the provisional allotments of Rights 2021 MCBs, the OIS Notification Letter with the ARS and other accompanying documents might not be despatched in time for the subscription of the Rights 2021 MCBs. Purchasers may obtain a copy of the OIS Notification Letter with the ARS and other accompanying documents from CDP. Alternatively, Purchasers may accept and subscribe for their Rights 2021 MCBs by way of Electronic Applications in the prescribed manner as described in paragraph 2.1 above.

This Offer Information Statement, the OIS Notification Letter, the Product Highlights Sheet and other accompanying documents will not be despatched or disseminated to Foreign Purchasers. Foreign Purchasers who wish to accept the provisional allotments of Rights 2021 MCBs credited to their Securities Accounts should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore.

**PURCHASERS SHOULD INFORM THEIR FINANCE COMPANIES OR DEPOSITORY AGENTS IF THEIR PURCHASES OF SUCH PROVISIONAL ALLOTMENTS OF RIGHTS 2021 MCBs ARE SETTLED THROUGH THESE INTERMEDIARIES. IN SUCH INSTANCES, IF THE PURCHASERS WISH TO ACCEPT THE RIGHTS 2021 MCBs REPRESENTED BY THE PROVISIONAL ALLOTMENTS OF RIGHTS 2021 MCBs PURCHASED, THEY WILL NEED TO GO THROUGH THESE INTERMEDIARIES, WHO WILL THEN ACCEPT THE PROVISIONAL ALLOTMENTS OF RIGHTS 2021 MCBs ON THEIR BEHALF.**

## **2.7 Renunciation of Provisional Allotments of Rights 2021 MCBs**

Entitled Depositors who wish to renounce in full or in part their provisional allotments of Rights 2021 MCBs in favour of a third party should complete the relevant transfer forms with CDP (including any accompanying documents as may be required by CDP) for the number of provisional allotments of Rights 2021 MCBs which they wish to renounce. Such renunciation shall be made in accordance with the “*Terms and Conditions for Operations of Securities Accounts with CDP*”, as the same may be amended from time to time, copies of which are available from CDP. As CDP requires at least three (3) Market Days to effect such renunciation, Entitled Depositors who wish to renounce their provisional allotments of Rights 2021 MCBs are advised to do so early to allow sufficient time for CDP to send the ARS and other accompanying documents, for and on behalf of the Company, to the renounee by ordinary post and **AT HIS OWN RISK**, to his Singapore address as maintained in the records of CDP and for the renounee to accept his provisional allotments of Rights 2021 MCBs. The last time and date for acceptance of the provisional allotments of Rights 2021 MCBs and payment for the Rights 2021 MCBs by the renounee is **5.00 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

## **2.8 General**

By subscribing in the Rights Issue you will be deemed to warrant, represent, agree and acknowledge that (a) you, and any account on whose behalf you are subscribing, are, (i) outside the United States and not a U.S. Person; (each within the meaning of Regulation S under the Securities Act) and (ii) acquiring the Rights, the Rights 2021 MCBs, the excess the excess Rights 2021 MCBs in an offshore transaction (within the meaning of Regulation S under the Securities Act) meeting the requirements of Regulation S; (b) the Rights, the Rights 2021 MCBs, the excess the excess Rights 2021 MCBs have not been and will not be registered under the Securities Act and are being distributed and offered outside the United States in reliance on Regulation S; and (c) the Company, the Company’s advisors and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations and agreements.

## **3. COMBINATION APPLICATION**

In the event that the Entitled Depositor or the Purchaser accepts his provisional allotments of Rights 2021 MCBs by way of the ARE and/or the ARS and/or has applied for excess Rights 2021 MCBs by way of the ARE and also by way of Electronic Application(s), the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor or (as the case may be) the Purchaser shall be regarded as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the ARE, the ARS and (if applicable) any other acceptance of Rights 2021 MCBs provisionally allotted to him and/or (if applicable) application for excess Rights 2021 MCBs (including an Electronic Application(s)) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

#### 4. ILLUSTRATIVE EXAMPLES (ASSUMPTION: ON THE BASIS OF 209 RIGHTS 2021 MCBs FOR EVERY 100 EXISTING SHARES AT AN ISSUE PRICE OF S\$1.00)

As an illustration, if an Entitled Depositor has 10,000 Shares standing to the credit of his Securities Account as at the Record Date, the Entitled Depositor will be provisionally allotted 20,900 Rights 2021 MCBs as set out in his ARE. The Entitled Depositor's alternative courses of action, and the necessary procedures to be taken under each course of action, are summarised below:

Alternatives	Procedures to be taken
(a) Accept his entire provisional allotments of 20,900 Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs.	<p><b>By way of Electronic Application through an ATM of a Participating Bank or an Accepted Electronic Service</b></p> <p>(1) Accept his entire provisional allotments of 20,900 Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs by way of an Electronic Application through an ATM of a Participating Bank or an Accepted Electronic Service as described herein not later than <b>9.30 p.m. on 16 June 2021</b> (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or</p> <p><b>Through CDP</b></p> <p>(2) Complete and sign the ARE in accordance with the instructions contained herein for the acceptance in full of his provisional allotments of 20,900 Rights 2021 MCBs and (if applicable) the number of excess Rights 2021 MCBs applied for and forward the original signed ARE together with a single remittance for S\$20,900.00 (or, if applicable, such higher amount in respect of the total number of Rights 2021 MCBs accepted and excess Rights 2021 MCBs applied for) by way of a Cashier's Order or Banker's Draft in Singapore currency drawn on a bank in Singapore, and made payable to "<b>CDP – SIA RIGHTS ISSUE ACCOUNT</b>" and crossed "<b>NOT NEGOTIABLE, A/C PAYEE ONLY</b>" for the full amount due on acceptance and (if applicable) application, by post, at his own risk, in the self-addressed envelope provided to <b>SINGAPORE AIRLINES LIMITED, C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147</b> so as to arrive not later than <b>5.00 p.m. on 16 June 2021</b> (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) and with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.</p>

## Alternatives

## Procedures to be taken

**NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

- (b) Accept a portion of his provisional allotments of Rights 2021 MCBs, for example 10,000 provisionally allotted Rights 2021 MCBs, not apply for excess Rights 2021 MCBs and trade the balance on the SGX-ST.

**By way of Electronic Application through an ATM of a Participating Bank or an Accepted Electronic Service**

- (1) Accept his provisional allotments of 10,000 Rights 2021 MCBs by way of submitting an Electronic Application through an ATM of a Participating Bank or an Accepted Electronic Service as described herein not later than **9.30 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or

**Through CDP**

- (2) Complete and sign the ARE in accordance with the instructions contained therein for the acceptance of his provisional allotments of 10,000 Rights 2021 MCBs, and forward the original signed ARE, together with a single remittance for S\$10,000.00, in the prescribed manner described in alternative (a)(2) above, to CDP, so as to arrive not later than **5.00 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The balance of the provisional allotments of 10,900 Rights 2021 MCBs which is not accepted by the Entitled Depositor may be traded on the SGX-ST during the provisional allotments trading period. Entitled Depositors should note that the provisional allotments of Rights 2021 MCBs would be tradable in the ready market, each board lot comprising provisional allotments size of 100 Rights 2021 MCBs or any other board lot size which the SGX-ST may require.

## Alternatives

## Procedures to be taken

- (c) Accept a portion of his provisional allotments of Rights 2021 MCBs, for example 10,000 provisionally allotted Rights 2021 MCBs, and reject the balance.

### **By way of Electronic Application through an ATM of a Participating Bank or an Accepted Electronic Service**

- (1) Accept his provisional allotments of 10,000 Rights 2021 MCBs by way of an Electronic Application through an ATM of a Participating Bank or an Accepted Electronic Service as described herein not later than **9.30 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or

### **Through CDP**

- (2) Complete and sign the ARE in accordance with the instructions contained herein for the acceptance of his provisional allotments of 10,000 Rights 2021 MCBs and forward the original signed ARE, together with a single remittance for S\$10,000.00, in the prescribed manner described in alternative (a)(2) above to CDP so as to arrive not later than **5.00 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The balance of the provisional allotments of 10,900 Rights 2021 MCBs which is not accepted by the Entitled Depositor will automatically lapse and cease to be available for acceptance by that Entitled Depositor if an acceptance is not made through an ATM of a Participating Bank or an Accepted Electronic Service by **9.30 p.m. on 16 June 2021** or if an acceptance is not made through CDP by **5.00 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

## **5. TIMING AND OTHER IMPORTANT INFORMATION**

### **5.1 Timing**

**THE LAST TIME AND DATE FOR ACCEPTANCES AND (IF APPLICABLE) EXCESS APPLICATIONS AND PAYMENT (AS THE CASE MAY BE) FOR THE RIGHTS 2021 MCBS IN RELATION TO THE RIGHTS ISSUE IS:**

- (A) 9.30 P.M. ON 16 JUNE 2021 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE RIGHTS 2021 MCBS IS MADE THROUGH AN ATM OF A PARTICIPATING BANK OR THROUGH AN ACCEPTED ELECTRONIC SERVICE; AND**

**(B) 5.00 P.M. ON 16 JUNE 2021 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE RIGHTS 2021 MCBs IS MADE THROUGH CDP OR THE SGX-SFG SERVICE.**

If acceptance, (if applicable) application and payment for the Rights 2021 MCBs (as the case may be) in the prescribed manner as set out in the ARE, the or the PAL (as the case may be) and this Offer Information Statement is not received (a) through an ATM of a Participating Bank or an Accepted Electronic Service by **9.30 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) or (b) through CDP by **5.00 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) from any Entitled Depositor or Purchaser, the provisional allotments of Rights 2021 MCBs shall be deemed to have been declined and shall forthwith lapse and become void, and such provisional allotments not so accepted will be used to satisfy excess applications, if any, or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit. All unsuccessful application monies received by CDP in connection therewith will be returned by CDP for and on behalf of the Company to the Entitled Depositors or the Purchasers, as the case may be, without interest or any share of revenue or other benefit arising therefrom, by crediting their designated bank accounts via CDP's Direct Crediting Service **AT THE ENTITLED DEPOSITOR'S OR PURCHASER'S OWN RISK (AS THE CASE MAY BE)**. In the event that he is not subscribed to CDP's Direct Crediting Service, any monies to be returned or refunded will be retained by CDP and credited to his Cash Ledger and subject to the same terms and conditions as Cash Distributions under CDP's "*Terms and Conditions for Operation of Securities Account with The Central Depository (Pte) Limited*" (Cash Ledger and Cash Distributions are as defined therein) (such retention by CDP being a good discharge of the Company's and the Sole Lead Manager's obligations).

**IF AN ENTITLED DEPOSITOR OR A PURCHASER (AS THE CASE MAY BE) IS IN ANY DOUBT AS TO THE ACTION HE SHOULD TAKE, HE SHOULD CONSULT HIS STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.**

## **5.2 Appropriation**

Without prejudice to paragraph 1.3 above, an Entitled Depositor should note that:

- (a) by accepting his provisional allotments of Rights 2021 MCBs and/or (if applicable) applying for excess Rights MCBs, he acknowledges that, in the case where the amount of remittance payable to the Company in respect of his acceptance of the Rights 2021 MCBs provisionally allotted to him and (if applicable) in respect of his application for excess Rights 2021 MCBs as per the instructions received by CDP whether under the ARE, the ARS and/or in any other application form for Rights 2021 MCBs in relation to the Rights Issue differs from the amount actually received by CDP, the Company and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Company's behalf for each application on its own whether under the ARE, the ARS and/or any other application form for Rights 2021 MCBs in relation to the Rights Issue as follows: firstly, towards payment of all amounts payable in respect of his acceptance of the Rights 2021 MCBs provisionally allotted to him; and secondly, (if applicable) towards payment of all amounts payable in respect of his application for excess Rights 2021 MCBs. The determination and appropriation by the Company and CDP shall be conclusive and binding;



- (b) if the Entitled Depositor has attached a remittance to the ARE, the ARS and/or any other application form for Rights 2021 MCBs in relation to the Rights Issue made through CDP, he would have irrevocably authorised the Company and CDP, in applying the amounts payable for his acceptance of the Rights 2021 MCBs and (if applicable) his application for excess Rights 2021 MCBs, to apply the amount of the remittance which is attached to the ARE, the ARS and/or any other application form for Rights 2021 MCBs in relation to the Rights Issue made through CDP; and
- (c) in the event that the Entitled Depositor accepts the Rights 2021 MCBs provisionally allotted to him by way of the ARE and/or the ARS and/or has applied for excess Rights 2021 MCBs by way of the ARE and also by way of Electronic Application(s), the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor shall be deemed as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the ARE, the ARS and/or any other acceptance and/or application for excess Rights 2021 MCBs (including Electronic Application(s)) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

### 5.3 Availability of Excess Rights 2021 MCBs

The excess Rights 2021 MCBs available for application are subject to the terms and conditions contained in the ARE, this Offer Information Statement and (if applicable) the Constitution of the Company. Applications for excess Rights 2021 MCBs will, at the Directors' absolute discretion, be satisfied from such Rights 2021 MCBs as are not validly taken up by the Entitled Shareholders, the original allottee(s) or their respective renouncee(s) or the Purchaser(s) of the provisional allotments of Rights 2021 MCBs together with the aggregated fractional entitlements to the Rights 2021 MCBs, any unsold "nil-paid" provisional allotments of Rights 2021 MCBs (if any) of Ineligible Shareholders and any Rights 2021 MCBs that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the ARE and this Offer Information Statement. In the event that applications are received by the Company for more excess Rights 2021 MCBs than are available, the excess Rights 2021 MCBs available will be allotted in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. **CDP TAKES NO RESPONSIBILITY FOR ANY DECISION THAT THE DIRECTORS MAY MAKE.** In the allotment of excess Rights 2021 MCBs, preference will be given to the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights Issue, or have representation (direct or through a nominee) on the Board of Directors, will rank last in priority for the rounding of odd lots and allotment of excess Rights 2021 MCBs. The Company reserves the right to refuse any application for excess Rights 2021 MCBs, in whole or in part, without assigning any reason whatsoever. In the event that the number of excess Rights 2021 MCBs allotted to an Entitled Depositor is less than the number of excess Rights 2021 MCBs applied for, the Entitled Depositor shall be deemed to have accepted the number of excess Rights 2021 MCBs actually allotted to him.

If no excess Rights 2021 MCBs are allotted or if the number of excess Rights 2021 MCBs allotted is less than that applied for, the amount paid on application or the surplus application moneys, as the case may be, will be refunded to such Entitled Depositors, without interest or any share of revenue or other benefit arising therefrom, within three (3) business days after the commencement of trading of the Rights 2021 MCBs, (a) by crediting their bank accounts with the relevant Participating Bank **AT THEIR OWN RISK** (if they had applied for excess Rights 2021 MCBs by way of an Electronic Application through an ATM of a Participating Bank), the receipt by such banks being a good discharge to the Company, the



Sole Lead Manager and CDP of their obligations, if any, thereunder, (b) by crediting their designated bank account related to their Accepted Electronic Application **AT THEIR OWN RISK** (if they had applied for excess Rights 2021 MCBs by way of an Electronic Application through an Accepted Electronic Service), the receipt by such banks being a good discharge to the Company, the Sole Lead Manager and CDP of their obligations, if any, thereunder, or (c) by crediting their designated bank accounts via CDP's Direct Crediting Service **AT THEIR OWN RISK** (if they have applied for excess Rights 2021 MCBs through CDP). In the event that an Entitled Depositor (who had applied for excess Rights 2021 MCBs through CDP) is not subscribed to CDP's Direct Crediting Service, any monies to be refunded will be retained by CDP and credited to his Cash Ledger and subject to the same terms and conditions as Cash Distributions under CDP's *"Terms and Conditions for Operation of Securities Account with The Central Depository (Pte) Limited"* (Cash Ledger and Cash Distributions are as defined herein) (such retention by CDP being a good discharge of the Company's and the Sole Lead Manager's obligations).

#### 5.4 Deadlines

It should be particularly noted that unless:

- (a) acceptance of the provisional allotments of Rights 2021 MCBs is made by the Entitled Depositors or the Purchasers (as the case may be) by way of an Electronic Application through an ATM of a Participating Bank or an Accepted Electronic Service and payment of the full amount payable for such Rights 2021 MCBs is effected by **9.30 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company);
- (b) the duly completed and original signed ARE or ARS accompanied by a single remittance for the full amount payable for the relevant number of Rights 2021 MCBs accepted and (if applicable) excess Rights 2021 MCBs applied for at the Issue Price, made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP – SIA RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the names and Securities Account numbers of the Entitled Depositors or the Purchasers (as the case may be) clearly written in block letters on the reverse side of the Cashier's order or Banker's Draft is submitted by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK**, to **SINGAPORE AIRLINES LIMITED, C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** by **5.00 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or
- (c) acceptance is made by a Depository Agent via the SGX-SFG Service and payment in Singapore currency by way of telegraphic transfer by the Depository Agent for the provisional allotments of Rights 2021 MCBs is effected by **5.00 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company),

the provisional allotments of Rights 2021 MCBs will be deemed to have been declined and shall forthwith lapse and become void and cease to be capable of acceptance

All unsuccessful application moneys received by CDP in connection therewith will be returned to the Entitled Depositors or the Purchasers or the Depository Agent (as the case may be) without interest or any share of revenue or other benefit arising therefrom by crediting their designated bank accounts via CDP's Direct Crediting Service where acceptance and/or application is made through CDP or by means of telegraphic transfer where refunds are to be made to a Depository Agent and at the **ENTITLED DEPOSITOR'S**

**OR PURCHASERS' OR DEPOSITORY AGENT'S OWN RISK (AS THE CASE MAY BE).** In the event that the Entitled Depositor or Purchaser is not subscribed to CDP's Direct Crediting Service, any monies to be returned or refunded will be retained by CDP and credited to his Cash Ledger and subject to the same terms and conditions as Cash Distributions under CDP's "*Terms and Conditions for Operation of Securities Account with The Central Depository (Pte) Limited*" (Cash Ledger and Cash Distributions are as defined therein) (such retention by CDP being a good discharge of the Company's and the Sole Lead Manager's obligations).

**ACCEPTANCES AND/OR APPLICATIONS ACCOMPANIED BY ANY OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL NOT BE ACCEPTED.**

#### 5.5 Notification Letters

The global bond certificate for the Rights 2021 MCBs and excess Rights 2021 MCBs will be registered in the name of CDP or its nominee. Upon crediting of the Rights 2021 MCBs and excess Rights 2021 MCBs, CDP will send to Eligible Depositors and/or Purchasers, **BY ORDINARY POST AND AT THEIR OWN RISK**, notification letters showing the number of Rights 2021 MCBs and excess Rights 2021 MCBs credited to their Securities Accounts.

#### 5.6 General

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Rights 2021 MCBs allotted and credited to an Eligible Depositor's Securities Account. An Eligible Depositor can verify the number of Rights 2021 MCBs provisionally allotted and credited to his Securities Account online if he has registered for CDP Internet Access Service. Alternatively, an Eligible Depositor may proceed personally to CDP with his identity card or passport to verify the number of Rights 2021 MCBs provisionally allotted and credited to his Securities Account.

It is the responsibility of an Eligible Depositor and/or Purchaser to ensure that the ARE and/or ARS is accurately completed in all respects and signed in its originality. The Company and/or CDP will be authorised and entitled to reject any acceptance and/or application which does not comply with the terms and instructions contained herein and in the ARE and/or ARS, or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. Any decision to reject the ARE and/or ARS on the grounds that it has been signed but not in its originality, incompletely, incorrectly or invalidly signed, completed or submitted will be final and binding, and neither CDP nor the Company accepts any responsibility or liability for the consequences of such a decision.

**EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS OFFER INFORMATION STATEMENT, ACCEPTANCE OF THE PROVISIONAL ALLOTMENTS OF RIGHTS 2021 MCBS AND (IF APPLICABLE) APPLICATION FOR EXCESS RIGHTS 2021 MCBS IS IRREVOCABLE.**

No acknowledgement will be given for any submissions sent by post or deposited into boxes located at CDP's premises.

All communications, notices, documents and remittances to be delivered or sent to an Eligible Depositor and/or Purchaser will be sent by **ORDINARY POST** to his mailing address as maintained in the records of CDP, and **AT HIS OWN RISK**.

## 5.7 Personal Data Privacy

By completing and delivering an ARE or an ARS, an Entitled Depositor or a Purchaser (i) consents to the collection, use and disclosure of his personal data by Relevant Persons for the purpose of facilitating his application for the Rights 2021 MCBs, and in order for the Relevant 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 Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

### PROCEDURES TO COMPLETE THE ARE/ARS

#### 1. Know your holdings and entitlement

##### A. KNOW YOUR HOLDINGS & ENTITLEMENT

Number of Shares currently held  
by you

XX,XXX

This is your  
shareholdings as at  
the Record Date.

Shares as at  
**5.00 P.M. ON 28 MAY 2021**  
(Record Date)

Number of Rights 2021 MCBs  
provisionally allotted\*

XX,XXX

This is the date to  
determine your  
Rights 2021 MCBs  
entitlements.

This is your number  
of Rights 2021  
MCBs entitlement.

Issue Price of Rights 2021  
MCBs

S\$1.00 per Rights 2021  
MCB

This is price that  
you need to pay  
when you subscribe  
for one (1) Rights  
2021 MCB.

## 2. Select your application options

### B. SELECT YOUR APPLICATION OPTIONS

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- |                  |  |  |
|------------------|--|--|
| <b>1. PayNow</b> | Scan the above QR code using your banking app. Enter in the PayNow reference: 1A5C <last 8 digits of your securities account number> e.g. 1A5C12345678. Payment amount must correspond to the number of Rights 2021 MCBs subscribed. Make payment by <b>9.30 P.M. on 16 JUNE 2021</b> . You do not need to return this form.       | This is the last time and date to subscribe for the Rights 2021 MCBs through ATMs of the Participating Banks, an Accepted Electronic Service and/or CDP. |
| <b>2. ATM</b>    | Follow the procedures set out on the ATM screen and submit your application through an ATM of a Participating Bank by <b>9.30 P.M. ON 16 JUNE 2021</b> .<br><br>Participating Banks for ATM applications are <b>DBS Bank Ltd. (including POSB), Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited</b> . | You can apply for your Rights 2021 MCBs through ATMs of the Participating Banks.   |
| <b>3. Form</b>   | Complete section C below and submit this form to CDP by <b>5.00 P.M. ON 16 JUNE 2021</b> , together with BANKER'S DRAFT/CASHIER'S ORDER payable to " <b>CDP – SIA RIGHTS ISSUE ACCOUNT</b> ". Write your name and securities account number on the back of the Banker's Draft/Cashier's Order                                      | This is the payee name to be issued on your Cashier's Order where SIA is the name of the issuer.   |

**Note:**

Please refer to the ARE/ARS for the actual holdings, entitlements, Record Date, Issue Price, Closing Date, list of Participating Banks and payee name on the Cashier's Order or Banker's Draft.

### C. DECLARATION

i. **Total Number of Rights 2021 MCBs Applied:**  
(Provisionally Allotted + Excess Rights 2021 MCBs)

[illegible]

ii. **Cashier's  
Order/Banker's  
Draft Details:**  
*(Input last 6 digits of  
CO/BD)*

--	--	--	--	--	--

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Sign within the box.

Signature of Shareholder(s)

Date \_\_\_\_\_

- (i) If the total number of Rights 2021 MCBs applied for exceeds the provisional allotted holdings in your Securities Account as at the Closing Date, the remaining application will be put under excess and subjected to the excess allocation basis.
- (ii) The total number of Rights 2021 MCBs applied for will be based on the cash amount stated in your Cashier's Order or Banker's Draft. The total number of Rights 2021 MCBs will be appropriated accordingly if the applied quantity exceeds this amount.
- (iii) Please note to submit one (1) Cashier's Order or Banker's Draft per application form.

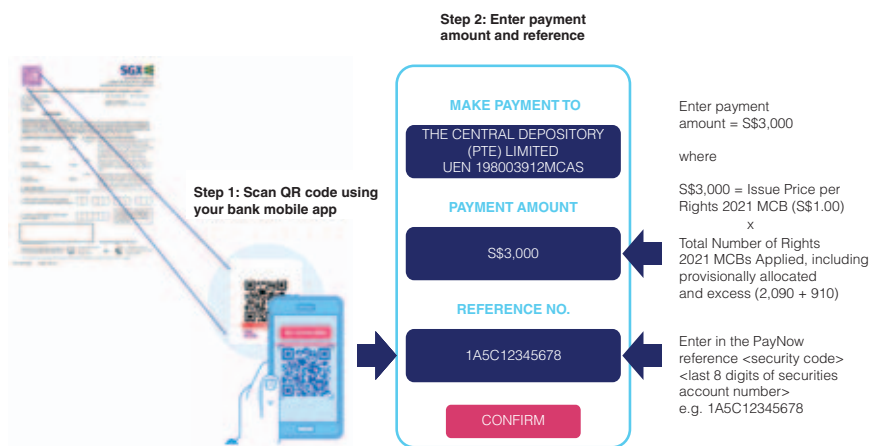
### 3. Application via PayNow

Before you proceed to subscribe for rights via PayNow, please make sure you have set up/have the following:

1. Daily limit to meet your transfer request
2. Notification to alert you on the transfer and refund status
3. Security code, pre-printed on the form under Section B PayNow
4. Last 8 digits of securities account number, pre-printed on the form
5. Payment amount = Issue Price per Rights 2021 MCB X Total Number of Rights 2021 MCBs Applied (including provisionally allocated and excess), rounded down to the nearest cent

Note:

1. Please make sure the security code and your last 8 digits of securities account number are entered correctly. CDP will reject the application if it is not a valid security code and/or securities account and arrange for refund to your originating bank account. To be notified on the refund, please turn on the setting in your bank account notifications.
2. You can send up to \$200,000 per transaction via PayNow capped at your daily fund transfer limit set with your bank, whichever is lower. You can submit multiple PayNow transactions on the same day and across different days if you require to make a payment more than your limit.
3. CDP aggregates payments received on the same day as one instruction.
4. CDP will determine the number of rights applied using total payment received on each day, ignoring resultant fractional cent payable if any.
5. Post allocation, CDP will refund any excess amount to your DCS bank account.



#### 4. Sample of a Cashier's Order

CASHIER'S ORDER

DATE DD / MM / YY

PAY CDP - XXXX RIGHTS ISSUE ACCOUNT

SINGAPORE DOLLARS \*\*SEVEN THOUSAND SIX HUNDRED ONLY\*\*

OR ORDER S\$ 7,600.00

BANK REF. : 0105085000052 S1

VALID FOR SIX MONTHS ONLY FROM DATE OF ISSUE

⑆ⒺⓁⓂ⑈001764⑈? ? ? ⑆105⑆1050999997⑈

## APPENDIX F

### ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATIONS FOR RIGHTS 2021 MCBs THROUGH ATMs OF PARTICIPATING BANKS

*The following contains additional terms and conditions for Electronic Applications in relation to the acceptance, payment and excess application of Rights 2021 MCBs through ATMs of Participating Banks. In the case of any inconsistency between the terms, conditions and procedures set out in the ATMs of a Participating Bank and the terms, conditions and procedures set out herein, the terms, conditions and procedures set out in such ATMs shall prevail.*

The procedures for Electronic Applications through ATMs of Participating Banks are set out on the ATM screens of the relevant Participating Banks.

Please read carefully the terms and conditions of this Offer Information Statement, the procedures for Electronic Applications on the ATM screens of the relevant Participating Banks and the terms and conditions for Electronic Applications set out below before making an Electronic Application through an ATM of a Participating Bank. Any Electronic Application through an ATM of a Participating Bank which does not strictly conform to the instructions set out on the screens of the ATM of a Participating Bank through which the Electronic Application is made will be rejected.

**All references to “Rights Issue” and “Rights Application” on the ATM screens of the Participating Banks shall mean the offer of Rights 2021 MCBs under the Rights Issue and the acceptance of Rights and (if applicable) the application for excess Rights 2021 MCBs, respectively. All references to “Document” on the ATM screens of the Participating Banks shall mean this Offer Information Statement.**

Any reference to the “**Applicant**” in the terms and conditions for Electronic Applications through an ATM of a Participating Bank and the procedures for Electronic Applications on the ATM screens of the relevant Participating Banks shall mean the Entitled Depositor or his renounee or the Purchaser of the provisional allotments of Rights 2021 MCBs who accepts the provisional allotments of Rights 2021 MCBs or (as the case may be) who applies for the Rights 2021 MCBs through an ATM of a Participating Bank.

An Applicant making an Electronic Application through an ATM of a Participating Bank must have an existing bank account with, and be an ATM cardholder of, one of the Participating Banks before he can make an Electronic Application through an ATM of that Participating Bank. An ATM card issued by one Participating Bank cannot be used to accept provisional allotments of Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs at an ATM belonging to other Participating Banks. The actions that the Applicant must take at ATMs of the Participating Banks are set out on the ATM screens of the relevant Participating Banks. Upon the completion of his Electronic Application transaction through an ATM of a Participating Bank, the Applicant will receive an ATM transaction slip, confirming the details of his Electronic Application. The ATM transaction slip is for retention by the Applicant and should not be submitted with any ARE and/or ARS. **An Applicant, including one who has a joint bank account with a Participating Bank, must ensure that he enters his own Securities Account number when using the ATM card issued to him by that Participating Bank in his own name. Using his own Securities Account number with an ATM card which is not issued to him by that Participating Bank in his own name will render his acceptance or (as the case may be) excess application liable to be rejected.**

**The Rights 2021 MCBs are not eligible for inclusion under the CPFIS. Accordingly, CPF Funds CANNOT be used to pay for the acceptance of Rights 2021 MCBs, the application for Rights 2021 MCBs or to purchase provisional allotments of Rights 2021 MCBs from the market.**



CPFIS Members who have previously bought their Shares using CPF Funds and wish to accept their Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs will need to instruct their respective approved CPF agent banks with whom they hold their CPF Investment Accounts, to accept the Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs on their behalf using cash and in accordance with the terms and conditions of this Offer Information Statement. In this regard, the Rights 2021 MCBs will not be held through the CPF Investment Account.

SRS Investors who wish to accept their Rights 2021 MCBs and (if applicable) apply for excess Rights 2021 MCBs can only do so, subject to applicable SRS rules and regulations, using monies standing to the credit of their respective SRS Accounts. Monies in SRS accounts CANNOT be used to purchase provisional allotments of Rights 2021 MCBs from the market.

For investors who hold Shares through finance companies or Depository Agents, acceptances of the provisional allotments of Rights 2021 MCBs and (if applicable) applications for excess Rights 2021 MCBs must be done through their respective finance companies or Depository Agents. Such investors are advised to provide their respective finance companies or Depository Agents with the appropriate instructions no later than the deadlines set by them in order for such intermediaries to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. Any acceptance and/or (if applicable) application made directly through CDP, the Share Registrar, Electronic Applications and/or the Company will be rejected.

For renounees of Entitled Shareholders or Purchasers whose purchases are settled through finance companies or Depository Agents, acceptances of the Rights 2021 MCBs represented by the provisional allotments of Rights 2021 MCBs must be done through their respective finance companies or Depository Agents, as the case may be. Such renounees and Purchasers are advised to provide their respective finance companies or Depository Agents, as the case may be, with the appropriate instructions no later than the deadlines set by them in order for such intermediaries to make the relevant acceptances on their behalf by the Closing Date. Any acceptances of the Rights 2021 MCBs made by such renounees and Purchasers made directly through CDP, the Share Registrar, Electronic Applications and/or the Company will be rejected.

The Electronic Application through an ATM of a Participating Bank shall be made on, and subject to, the terms and conditions of this Offer Information Statement including, but not limited to, the terms and conditions appearing below:

1. In connection with his Electronic Application through an ATM of a Participating Bank for the Rights 2021 MCBs, the Applicant is required to confirm statements to the following effect in the course of activating his Electronic Application:
  - (a) that he has read, understood and agreed to all the terms and conditions of acceptance of and (as the case may be) application for the Rights 2021 MCBs under the Rights Issue and this Offer Information Statement prior to effecting the Electronic Application and agrees to be bound by the same; and
  - (b) that he authorises the Company, the Participating Banks, the Sole Lead Manager to collect and use, among other things, his name(s), his NRIC number(s) or passport number(s), address(es), nationality(ies), Securities Account number(s), application details and any other information (including personal data) (the “**Relevant Particulars**”) and disclose the same from the records of the Company, the Participating Banks, the Sole Lead Manager and any other relevant parties (the “**Relevant Parties**”) as any of the Company, the Participating Banks, the Sole Lead Manager may deem fit for the purpose of the Rights Issue and his acceptance and (if applicable) application.

His acceptance and (if applicable) application will not be successfully completed and cannot be recorded as a completed transaction unless he presses the “Enter” or “OK” or “Confirm” or “Yes” key on the ATM of a Participating Bank. By doing so, the Applicant shall be treated as signifying his confirmation of each of the two statements above. In respect of statement 1(b) above, his confirmation, by pressing the “Enter” or “OK” or “Confirm” or “Yes” key shall signify and shall be treated as his written permission, given in accordance with the relevant laws of Singapore including Section 47(2) and the Third Schedule of the Banking Act, Chapter 19 of Singapore, to the disclosure by the Participating Bank of the Relevant Particulars to the Relevant Parties.

2. An Applicant may make an Electronic Application through an ATM of any Participating Bank for the Rights 2021 MCBs using cash only by authorising such Participating Bank to deduct the full amount payable from his bank account with such Participating Bank.
3. The Applicant irrevocably agrees and undertakes to subscribe for and to accept up to the aggregate of the number of Rights 2021 MCBs provisionally allotted and excess Rights 2021 MCBs applied for as stated on the ATM transaction slip confirming the details of his Electronic Application or the number of Rights 2021 MCBs standing to the credit of the “Free Balance” of his Securities Account as at the Closing Date (whichever is the lesser number). In the event that the Company decides to allot any lesser number of excess Rights 2021 MCBs or not to allot any number of excess Rights 2021 MCBs to the Applicant, the Applicant agrees to accept the Company’s decision as final and binding.
4. If the Applicant’s Electronic Application through an ATM of a Participating Bank is successful, his confirmation (by his action of pressing the “Enter” or “OK” or “Confirm” or “Yes” key, as the case may be, on the ATM screen of a Participating Bank) of the number of Rights 2021 MCBs accepted and/or excess Rights 2021 MCBs applied for shall signify and shall be treated as his acceptance of the number of Rights 2021 MCBs accepted and/or excess Rights 2021 MCBs applied for that may be allotted to him.
5. In the event that the Applicant accepts the Rights 2021 MCBs both by way of the ARE and/or the ARS (as the case may be) and also by Electronic Application through an ATM of a Participating Bank, the Company and/or CDP shall be authorised and entitled to accept the Applicant’s instructions in whichever mode or a combination thereof as the Company and/or CDP may, in their/its absolute discretion, deem fit. In determining the number of Rights 2021 MCBs which the Applicant has validly given instructions to accept, the Applicant shall be deemed to have irrevocably given instructions to accept the lesser of the number of provisionally allotted Rights 2021 MCBs which are standing to the credit of the “Free Balance” of his Securities Account as at the Closing Date and the aggregate number of Rights 2021 MCBs which have been accepted by the Applicant by way of the ARE and/or the ARS (as the case may be) and by Electronic Application through an ATM of a Participating Bank. The Company and/or CDP, in determining the number of Rights 2021 MCBs which the Applicant has validly given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of Rights 2021 MCBs, whether by way of Cashier’s Order or Banker’s Draft drawn on a bank in Singapore accompanying the ARE and/or the ARS, by way of the acceptance through Electronic Application through an ATM of a Participating Bank, which he has authorised or deemed to have authorised to be applied towards the payment in respect of his acceptance.
6. If applicable, in the event that the Applicant applies for excess Rights 2021 MCBs both by way of the ARE and also by Electronic Application through an ATM of a Participating Bank, the Company and/or CDP shall be authorised and entitled to accept the Applicant’s instructions in whichever mode or a combination thereof as the Company and/or CDP may, in their/its absolute discretion, deem fit. In determining the number of excess Rights 2021 MCBs which the Applicant has validly given instructions for the application of, the Applicant

shall be deemed to have irrevocably given instructions to apply for and agreed to accept such number of excess Rights 2021 MCBs not exceeding the aggregate number of excess Rights 2021 MCBs for which he has applied by way of the ARE and by way of application through Electronic Application through an ATM of a Participating Bank. The Company and/or CDP, in determining the number of excess Rights 2021 MCBs which the Applicant has given valid instructions for the application of, shall be authorised and entitled to have regard to the aggregate amount of payment received for the application for the excess Rights 2021 MCBs, whether by way of Cashier's Order or Banker's Draft drawn on a bank in Singapore accompanying the ARE, by way of application through Electronic Application through an ATM of a Participating Bank, which he has authorised or deemed to have authorised to be applied towards the payment in respect of his application.

7. The Applicant irrevocably requests and authorises the Company to:
  - (a) register or to procure the registration of the Rights 2021 MCBs allotted to the Applicant in the name of CDP for deposit into his Securities Account;
  - (b) return or refund (without interest or any share of revenue or other benefit arising therefrom) the acceptance/application monies, should his Electronic Application through an ATM of a Participating Bank in respect of the Rights 2021 MCBs not be accepted and/or excess Rights 2021 MCBs applied for not be accepted by the Company for any reason, by automatically crediting the Applicant's bank account with the relevant Participating Bank with the relevant amount within three (3) business days after the commencement of trading of the Rights 2021 MCBs; and
  - (c) return or refund (without interest or any share of revenue or other benefit arising therefrom) the balance of the application monies, should his Electronic Application through an ATM of a Participating Bank for excess Rights 2021 MCBs be accepted in part only, by automatically crediting the Applicant's bank account with the relevant Participating Bank with the relevant amount within three (3) business days after the commencement of trading of the Rights 2021 MCBs.
8. **BY MAKING AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK, THE APPLICANT CONFIRMS THAT HE IS NOT ACCEPTING/APPLYING FOR THE RIGHTS 2021 MCBS AS A NOMINEE OF ANY OTHER PERSON.**
9. The Applicant irrevocably agrees and acknowledges that his Electronic Application through an ATM of a Participating Bank is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, fires, acts of God, mistakes, losses and theft (in each case whether or not within the control of CDP, the Participating Banks, the Company, the Share Registrar and/or the Sole Lead Manager) and any events whatsoever beyond the control of CDP, the Participating Banks, the Company, the Share Registrar and/or the Sole Lead Manager, and if, in any such event, CDP, the Participating Banks, the Company, the Share Registrar and the Sole Lead Manager do not record or receive the Applicant's Electronic Application through an ATM of a Participating Bank by **9.30 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), or such data or the tape containing such data is lost, corrupted, destroyed or not otherwise accessible, whether wholly or partially for whatever reason, the Applicant shall be deemed not to have made an Electronic Application through an ATM of a Participating Bank and the Applicant shall have no claim whatsoever against CDP, the Participating Banks, the Company, the Directors, the Share Registrar and/or the Sole Lead Manager and their respective officers for any purported acceptance thereof and (if applicable) excess application therefor, or for any compensation, loss or damage in connection therewith or in relation thereto.

10. **Electronic Applications may only be made through ATMs of Participating Banks from Mondays to Saturdays between 7.00 a.m. to 9.30 p.m., excluding public holidays.**
11. Electronic Applications through ATMs of Participating Banks shall close at **9.30 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).
12. All particulars of the Applicant in the records of the relevant Participating Bank at the time he makes his Electronic Application through an ATM of the relevant Participating Bank shall be deemed to be true and correct and the relevant Participating Bank, the Company and the Relevant Parties shall be entitled to rely on the accuracy thereof. If there has been any change in the particulars of the Applicant after the time of the making of his Electronic Application through an ATM of the relevant Participating Bank, the Applicant shall promptly notify the relevant Participating Bank.
13. The Applicant must have sufficient funds in his bank account(s) with the relevant Participating Bank at the time he makes his Electronic Application through an ATM of the relevant Participating Bank, failing which his Electronic Application will not be completed. Any Electronic Application made through ATMs of Participating Banks which does not strictly conform to the instructions set out on the ATM screens of such Participating Banks will be rejected.
14. Where an Electronic Application through an ATM of a Participating Bank is not accepted, it is expected that the full amount of the acceptance/application monies will be returned or refunded in Singapore currency (without interest or any share of revenue or other benefit arising therefrom) to the Applicant by being automatically credited to the Applicant's bank account with the relevant Participating Bank within three (3) business days after the commencement of trading of the Rights 2021 MCBs. An Electronic Application through an ATM of a Participating Bank may also be accepted in part, in which case the balance amount of acceptance/application monies will be refunded on the same terms.
15. In consideration of the Company arranging for the Electronic Application facility through the ATMs of the Participating Banks and agreeing to close the Rights Issue at **9.30 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), and by making and completing an Electronic Application through an ATM of a Participating Bank, the Applicant agrees that:
  - (a) his Electronic Application is irrevocable (whether or not, to the extent permitted by law, any supplementary document or replacement document is lodged with the Authority);
  - (b) his Electronic Application, the acceptance by the Company and the contract resulting therefrom shall be governed by and construed in accordance with the laws of Singapore and he irrevocably submits to the exclusive jurisdiction of the Singapore courts;
  - (c) none of the Company, CDP, the Participating Banks, the Share Registrar nor the Sole Lead Manager shall be liable for any delays, failures or inaccuracies in the recording, storage or in the transmission or delivery of data relating to his Electronic Application to the Company or CDP due to a breakdown or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 9 above or to any cause beyond their respective control;
  - (d) he will not be entitled to exercise any remedy of rescission for misrepresentation at any time after his acceptance of the provisionally allotted Rights 2021 MCBs and (if applicable) his application for excess Rights 2021 MCBs;

- (e) in respect of the Rights 2021 MCBs and/or excess Rights 2021 MCBs for which his Electronic Application has been successfully completed and not rejected, acceptance of the Applicant's Electronic Application shall be constituted by written notification by or on behalf of the Company and not otherwise, notwithstanding any payment received by or on behalf of the Company; and
  - (f) unless expressly provided to the contrary in this Offer Information Statement and/or the Electronic Application, a person who is not a party to any contracts made pursuant to this Offer Information Statement and/or the Electronic Application 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, the consent of any third party is not required for any subsequent agreement by the parties thereto 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.
16. The Applicant should ensure that his personal particulars as recorded by CDP and the relevant Participating Banks are correct and identical; otherwise, his Electronic Application through an ATM of a Participating Bank may be liable to be rejected. The Applicant should promptly inform CDP of any change in his address, failing which the notification letter on successful allotment and other correspondence will be sent to his address last registered with CDP.
  17. The existence of a trust will not be recognised. Any Electronic Application through an ATM of a Participating Bank by an Applicant must be made in his own name and without qualification. The Company will reject any application by any person acting as nominee.
  18. In the event that the Applicant accepts or subscribes for the provisionally allotted Rights 2021 MCBs or (if applicable) applies for excess Rights 2021 MCBs, as the case may be, by way of the ARE and/or the ARS and/or by way of Electronic Application through any ATM of the Participating Banks, the provisionally allotted Rights 2021 MCBs and/or excess Rights 2021 MCBs will be allotted in such manner as the Company and/or CDP may, in their/its absolute discretion, deem fit and the surplus acceptance and (if applicable) application monies, as the case may be, will be returned or refunded, without interest or any share of revenue or other benefit arising therefrom, within three (3) business days after the commencement of trading of the Rights 2021 MCBs by any one or a combination of the following:
    - (a) By crediting the Applicant's designated bank account via CDP's Direct Crediting Service **AT HIS OWN RISK** if he accepts and (if applicable) applies through CDP. In the event that such Applicant is not subscribed to CDP's Direct Crediting Service, any monies to be returned or refunded will be retained by CDP and credited to his Cash Ledger and subject to the same terms and conditions as Cash Distributions under CDP's "*Terms and Conditions for Operation of Securities Account with The Central Depository (Pte) Limited*" (Cash Ledger and Cash Distributions are as defined herein) (such retention by CDP being a good discharge of the Company's and the Sole Lead Manager's obligations); and
    - (b) by crediting the Applicant's bank account with the Participating Bank **AT HIS OWN RISK** if he accepts and (if applicable) applies through an ATM of that Participating Bank, the receipt by such bank being a good discharge of the Company's, the Sole Financial Adviser and Issue Manager's and CDP's obligations.



19. The Applicant hereby acknowledges that, in determining the total number of Rights 2021 MCBs represented by the provisional allotments of Rights 2021 MCBs which he can validly accept, the Company and/or CDP are entitled, and the Applicant hereby authorises the Company and/or CDP, to take into consideration:
- (a) the total number of Rights 2021 MCBs represented by the provisional allotments of Rights 2021 MCBs which the Applicant has validly accepted, whether under the ARE and/or the ARS or any other form of application (including an Electronic Application through an ATM of a Participating Bank) for the Rights 2021 MCBs;
  - (b) the total number of Rights 2021 MCBs represented by the provisional allotments of Rights 2021 MCBs standing to the credit of the "Free Balance" of the Applicant's Securities Account which is available for acceptance; and
  - (c) the total number of Rights 2021 MCBs represented by the provisional allotments of Rights 2021 MCBs which has been disposed of by the Applicant.

The Applicant hereby acknowledges that the Company's and/or CDP's determination shall be conclusive and binding on him.

20. The Applicant irrevocably requests and authorises CDP to accept instructions from the Participating Bank through whom the Electronic Application through an ATM of that Participating Bank is made in respect of the provisional allotments of Rights 2021 MCBs accepted by the Applicant and (if applicable) the excess Rights 2021 MCBs which the Applicant has applied for.
21. With regard to any acceptance, (if applicable) application and/or payment which does not conform strictly to the instructions set out under this Offer Information Statement, the ARE, the ARS, the PAL and/or any other application form for the Right MCBs and/or excess Rights 2021 MCBs in relation to the Rights Issue, or where the "Free Balance" of the Applicant's Securities Account is not credited with, or is credited with less than, the relevant number of Rights 2021 MCBs subscribed as at the Closing Date, or which does not comply with the instructions for Electronic Application or with the terms and conditions of this Offer Information Statement, or in the case of an acceptance and/or application by the ARE, the ARS, the PAL and/or any other application form for the Rights 2021 MCBs and/or excess Rights 2021 MCBs in relation to the Rights Issue which is illegible, incomplete, incorrectly completed, unsigned, signed but not in its originality or which is accompanied by an improperly or insufficiently drawn remittance, the Company and/or CDP may, at their/its absolute discretion, reject or treat as invalid any such acceptance, (if applicable) application, payment and/or other process of remittance at any time after receipt in such manner as they/it may deem fit.
22. The Company and/or CDP shall be entitled to process each application submitted for the acceptance of the provisional allotments of Rights 2021 MCBs and (if applicable) application for excess Rights 2021 MCBs in relation to the Rights Issue and the payment received in relation thereto, pursuant to such application, by an Applicant, on its own, without regard to any other application and payment that may be submitted by the same Applicant. For the avoidance of doubt, insufficient payment for an application may render the application invalid and evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application and (if applicable) application for excess Rights 2021 MCBs.

## **APPENDIX G**

### **PROCEDURES FOR ACCEPTANCE, SPLITTING, RENUNCIATION, EXCESS APPLICATION AND PAYMENT BY ENTITLED SCRIPHOLDERS IN RESPECT OF RIGHTS 2021 MCBs**

#### **1. INTRODUCTION**

- 1.1 Entitled Scripholders are entitled to access and download this Offer Information Statement and the Product Highlights Sheet electronically and receive the OIS Notification Letter with the following documents which are enclosed with, and are deemed to constitute a part of, this Offer Information Statement:

PAL incorporating:

Form of Acceptance	Form A
Request for Splitting	Form B
Form of Renunciation	Form C
Form of Nomination	Form D
Excess Rights 2021 MCBs Application Form	Form E

- 1.2 The provisional allotment of the Rights 2021 MCBs is governed by the terms and conditions of this Offer Information Statement, the PAL and (if applicable) the Constitution of the Company. The number of Rights 2021 MCBs provisionally allotted to Entitled Scripholders is indicated in the PAL (fractional entitlements, if any, having been disregarded). Entitled Scripholders may accept their provisional allotments of Rights 2021 MCBs, in full or in part, and are eligible to apply for Rights 2021 MCBs in excess of their provisional allotments of Rights 2021 MCBs under the Rights Issue.
- 1.3 Full instructions for the acceptance of and payment for the Rights 2021 MCBs provisionally allotted to Entitled Scripholders and the procedures to be adopted should they wish to renounce, transfer or split their provisional allotments of Rights 2021 MCBs are set out in this Offer Information Statement as well as the PAL.
- 1.4 With regard to any acceptance, (if applicable) application and/or payment which does not conform strictly to the instructions set out under this Offer Information Statement, the ARE, the ARS, the PAL and/or any other application form for the Rights 2021 MCBs and/or excess Rights 2021 MCBs in relation to the Rights Issue or which does not comply with the terms and conditions of this Offer Information Statement, or in the case of an acceptance and/or application by the ARE, the ARS, the PAL and/or any other application form for the Rights 2021 MCBs and/or excess Rights 2021 MCBs in relation to the Rights Issue which is illegible, incomplete, incorrectly completed, unsigned, signed but not in its originality or which is accompanied by an improperly or insufficiently drawn remittance, the Company and/or the Share Registrar may, at their/its absolute discretion, reject or treat as invalid any such acceptance, (if applicable) application, payment and/or other process of remittance at any time after receipt in such manner as they/it may deem fit.
- 1.5 The Company and/or the Share Registrar shall be entitled to process each application submitted for the acceptance of the provisional allotments of Rights 2021 MCBs and (if applicable) application for excess Rights 2021 MCBs in relation to the Rights Issue and the payment received in relation thereto, pursuant to such application, by an Entitled Scripholder, on its own, without regard to any other application and payment that may be submitted by the same Entitled Scripholder. For the avoidance of doubt, insufficient payment for an application may render the application invalid and evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application and (if applicable) application for excess Rights 2021 MCBs.



- 1.6 **Entitled Scripholders who intend to trade any part of their provisional allotments of Rights 2021 MCBs on the SGX-ST should note that all dealings in and transactions of the provisional allotments of Rights 2021 MCBs through the SGX-ST will be effected under the book-entry (scripless) settlement system. Accordingly, the PALs will not be valid for delivery pursuant to trades done on the SGX-ST.**
- 1.7 Unless expressly provided to the contrary in this Offer Information Statement and/or the PAL, a person who is not a party to any contracts made pursuant to this Offer Information Statement and/or the PAL 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, the consent of any third party is not required for any subsequent agreement by the parties thereto 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.

## **2. FORM OF ACCEPTANCE (FORM A)**

### **2.1 Acceptance**

An Entitled Scripholder who wishes to accept his entire provisional allotments of Rights 2021 MCBs or to accept any part of it and decline the balance, should:

- (a) complete and sign the Form of Acceptance (Form A) for the number of Rights 2021 MCBs which he wishes to accept; and
- (b) forward **AT THE SENDER'S OWN RISK**, by post in the self-addressed envelope provided, the PAL in its entirety, duly completed and signed, together with a single remittance for the full amount due and payable on acceptance in the manner hereinafter prescribed to **SINGAPORE AIRLINES LIMITED, C/O THE SHARE REGISTRAR, M & C SERVICES PRIVATE LIMITED, 112 ROBINSON ROAD, #05-01, SINGAPORE 068902** so as to arrive not later than **5.00 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

### **2.2 Insufficient Payment**

The attention of the Entitled Scripholder is also drawn to paragraph 2.3 below entitled "Appropriation" which sets out the circumstances and manner in which the Company and/or the Share Registrar shall be authorised and entitled to determine the number of Rights 2021 MCBs which the Entitled Scripholder has given instructions to accept.

### **2.3 Appropriation**

An Entitled Scripholder should note that by accepting his provisional allotments of Rights 2021 MCBs, he acknowledges that, the Company and/or the Share Registrar, in determining the number of Rights 2021 MCBs which the Entitled Scripholder has given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of Rights 2021 MCBs, whether by way of Cashier's Order or Banker's Draft in Singapore currency drawn on a bank in Singapore.

### **3. REQUEST FOR SPLITTING (FORM B) AND FORM OF RENUNCIATION (FORM C)**

- 3.1 Entitled Scripholders who wish to accept a portion of their provisional allotments of Rights 2021 MCBs and renounce the balance of their provisional allotments of Rights 2021 MCBs, or who wish to renounce all or part of their provisional allotments of Rights 2021 MCBs in favour of more than one person, should first, using the Request for Splitting (Form B), request to have their provisional allotments of Rights 2021 MCBs under the PAL split into separate PALs ("**Split Letters**") according to their requirements. The duly completed and signed Request for Splitting (Form B) together with the PAL in its entirety should then be returned, by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK, to SINGAPORE AIRLINES LIMITED, C/O THE SHARE REGISTRAR, M & C SERVICES PRIVATE LIMITED, 112 ROBINSON ROAD, #05-01, SINGAPORE 068902**, not later than **5.00 p.m. on 10 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Split Letters will then be issued to Entitled Scripholders in accordance with their request. No Split Letters will be issued to Entitled Scripholders if Form B together with the PAL in its entirety is received after **5.00 p.m. on 10 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).
- 3.2 The Split Letters representing the number of Rights 2021 MCBs which Entitled Scripholders intend to renounce may be renounced by completing and signing the Form of Renunciation (Form C) before delivery to the Renouncee. Entitled Scripholders should complete and sign the Form of Acceptance (Form A) of the Split Letter(s) representing that part of their provisional allotments of Rights 2021 MCBs they intend to accept, if any. The said Split Letter(s) together with the remittance for the payment (if required) in the prescribed manner should be forwarded to **SINGAPORE AIRLINES LIMITED, C/O THE SHARE REGISTRAR, M & C SERVICES PRIVATE LIMITED, 112 ROBINSON ROAD, #05-01, SINGAPORE 068902** so as to arrive not later than **5.00 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).
- 3.3 Entitled Scripholders who wish to renounce their entire provisional allotments of Rights 2021 MCBs in favour of one person, or renounce any part of it in favour of one person and decline the balance, should complete and sign the Form of Renunciation (Form C) for the number of provisional allotments of Rights 2021 MCBs which they wish to renounce and deliver the PAL in its entirety to the renouncees. **Entitled Scripholders are to deliver the OIS Notification Letter to the renouncees together with the PAL.**

### **4. FORM OF NOMINATION (WITH CONSOLIDATED LISTING FORM) (FORM D)**

- 4.1 The renouncee(s) should complete and sign the Form of Nomination (Form D) and forward the Form of Nomination (Form D), together with the PAL in its entirety, duly completed and signed, and a single remittance for the full amount due and payable in the prescribed manner by post **AT HIS/THEIR OWN RISK**, in the self-addressed envelope provided, to **SINGAPORE AIRLINES LIMITED, C/O THE SHARE REGISTRAR, M & C SERVICES PRIVATE LIMITED, 112 ROBINSON ROAD, #05-01, SINGAPORE 068902**, so as to arrive not later than **5.00 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).
- 4.2 Each Entitled Scripholder may consolidate the Rights 2021 MCBs provisionally allotted in the PAL together with those comprised in any PALs and/or Split Letters renounced in his favour by completing and signing the Form of Acceptance for (Form A) and the Consolidated Listing Form in the Form of Nomination (Form D) of the PAL and attaching thereto all the said renounced PALs and/or Split Letters, each duly completed and signed and with the serial number of the Principal PAL (as hereinafter defined) stated on each of them. A renouncee who is not an Entitled Scripholder and who wishes to consolidate the provisional allotments

of Rights 2021 MCBs comprised in several renounced PALs and/or Split Letters in one name only or in the name of a joint Securities Account should complete the Consolidated Listing Form in the Form of Nomination (Form D) of only one (1) PAL or Split Letter (the “**Principal PAL**”) by entering therein details of the renounced PALs and/or Split Letters and attaching thereto all the said renounced PALs and/or Split Letters, each duly completed and signed, and with the serial number of the Principal PAL stated on each of them. **ALL THE RENOUNCED PALs AND SPLIT LETTERS, EACH DULY COMPLETED AND SIGNED, MUST BE ATTACHED TO THE FORM OF ACCEPTANCE (FORM A) OR THE FORM OF NOMINATION (FORM D) (AS THE CASE MAY BE).**

## **5. PAYMENT**

- 5.1 Payment in relation to the PALs must be made in Singapore currency in the form of a Cashier’s Order or Banker’s Draft drawn on a bank in Singapore and made payable to “**SIA RIGHTS ISSUE ACCOUNT**” and crossed “**NOT NEGOTIABLE, A/C PAYEE ONLY**” with the name and address of the Entitled Scripholder or acceptor clearly written in block letters on the reverse side of the Cashier’s Order or Banker’s Draft. The completed PAL and remittance should be addressed and forwarded, by post in the self-addressed envelope provided and **AT THE SENDER’S OWN RISK**, to **SINGAPORE AIRLINES LIMITED, C/O THE SHARE REGISTRAR, M & C SERVICES PRIVATE LIMITED, 112 ROBINSON ROAD, #05-01, SINGAPORE 068902** so as to arrive not later than **5.00 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). **NO OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**
- 5.2 If acceptance and (if applicable) excess application and payment in the prescribed manner as set out in this Offer Information Statement and the PAL is not received by **5.00 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), the provisional allotments of Rights 2021 MCBs will be deemed to have been declined and will forthwith lapse and become void and cease to be capable of acceptance and such provisional allotments of Rights 2021 MCBs not so accepted will be used to satisfy excess applications, if any, or disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. The Company will return or refund all unsuccessful application monies received in connection therewith **BY ORDINARY POST AND AT THE RISK OF THE ENTITLED SCRIPHOLDERS OR THEIR RENOUNCEE(S), AS THE CASE MAY BE**, without interest or any share of revenue or other benefit arising therefrom, within three (3) business days after the commencement of trading of the Rights 2021 MCBs.

## **6. EXCESS RIGHTS 2021 MCBS APPLICATION FORM (FORM E)**

- 6.1 Entitled Scripholders who wish to apply for excess Rights 2021 MCBs in addition to those which have been provisionally allotted to them may do so by completing the Excess Rights 2021 MCBs Application Form (Form E) and forwarding it together with the PAL in its entirety with a **separate single** remittance for the full amount payable in respect of the excess Rights 2021 MCBs applied for in the form and manner set out in paragraph 5 above, by post in the self-addressed envelope provided **AT THEIR OWN RISK**, to **SINGAPORE AIRLINES LIMITED, C/O THE SHARE REGISTRAR, M & C SERVICES PRIVATE LIMITED, 112 ROBINSON ROAD, #05-01, SINGAPORE 068902** so as to arrive not later than **5.00 p.m. on 16 June 2021** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). **NO OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

- 6.2 The excess Rights 2021 MCBs available for application are subject to the terms and conditions contained in the PAL, the Excess Rights 2021 MCBs Application Form (Form E), this Offer Information Statement and (if applicable) the Constitution of the Company. Applications for excess Rights 2021 MCBs will, at the Directors' absolute discretion, be satisfied from such Rights 2021 MCBs as are not validly taken up by the Entitled Shareholders, the original allottee(s) or their respective renouncee(s) or the Purchaser(s) of the provisional allotments of Rights 2021 MCBs, the aggregated fractional entitlements to the Rights 2021 MCBs, the unsold "nil-paid" provisional allotments of Rights 2021 MCBs (if any) of Ineligible Shareholders and any Rights 2021 MCBs that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the PAL, the Excess Rights 2021 MCBs Application Form (Form E), this Offer Information Statement and (if applicable) the Constitution of the Company. In the event that applications are received by the Company for more excess Rights 2021 MCBs than are available, the excess Rights 2021 MCBs available will be allotted in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. In the allotment of excess Rights 2021 MCBs, preference will be given to Shareholders for the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights Issue, or have representation (direct or through a nominee) on the board of the Company, will rank last in priority for the rounding of odd lots and allotment of excess Rights 2021 MCBs. The Company reserves the right to reject, in whole or in part, any application for excess Rights 2021 MCBs without assigning any reason whatsoever.
- 6.3 If no excess Rights 2021 MCBs are allotted to Entitled Scripholders or if the number of excess Rights 2021 MCBs allotted to them is less than that applied for, the amount paid on application or the surplus application monies, as the case may be, will be returned or refunded to them by the Company without interest or any share of revenue or other benefit arising therefrom within three (3) business days after the commencement of trading of the Rights 2021 MCBs, **BY ORDINARY POST** to their mailing addresses as maintained with the Company **AT THEIR OWN RISK**.

## **7. GENERAL**

- 7.1 No acknowledgements or receipts will be issued in respect of any acceptances, remittances, applications or payments received.
- 7.2 **Entitled Scripholders who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.**
- 7.3 Upon listing and quotation on the Main Board of the SGX-ST (subject to there being a sufficient spread of holdings of the Rights 2021 MCBs to provide for an orderly market in the Rights 2021 MCBs), the Rights 2021 MCBs, when allotted and issued, will be traded under the book-entry (scripless) settlement system. The Rights 2021 MCBs may be traded over-the-counter on the Debt Securities Clearing and Settlement System. All dealings in and transactions (including transfers) of the Rights 2021 MCBs effected through the SGX-ST and/or CDP shall be made in accordance with CDP's "*Terms and Conditions for Operation of Securities Accounts with The Central Depository (Pte) Limited*", copies of which are available from CDP, and the Depository Agreement, as the same may be amended from time to time.

It should be noted that the Rights 2021 MCBs may not be listed and quoted on the SGX-ST in the event of an insufficient spread of holdings of the Rights 2021 MCBs to provide for an orderly market in the Rights 2021 MCBs. Accordingly, in such event, Rights 2021 MCB Holders will not be able to trade their Rights 2021 MCBs on the SGX-ST. However, the Rights 2021 MCBs may be traded over-the-counter on the Debt Securities Clearing and Settlement System and will be cleared through CDP. In addition, if the Rights 2021 MCBs are converted into Rights 2021 MCB Conversion Shares in accordance with its terms, such Rights 2021 MCB Conversion Shares will be listed and quoted on the Main Board of the SGX-ST.

- 7.4 The Rights 2021 MCBs will be represented by a global bond certificates registered in the name of CDP, and deposited with CDP and, except in the limited circumstances described in the provisions of the global bond certificate, owners of interests in Rights 2021 MCBs represented by the global bond certificate will not be entitled to receive definitive bond certificates in respect of their individual holdings of Rights 2021 MCBs.

Accordingly, Entitled Scripholders and their renounees who wish to accept the Rights 2021 MCBs provisionally allotted to them and (if applicable) apply for excess Rights 2021 MCBs, and who wish to trade the Rights 2021 MCBs issued to them on the SGX-ST under the book-entry (scripless) settlement system, must open Securities Accounts with CDP if they have not already done so, and provide their Securities Account numbers and/or NRIC/passport numbers (in full) (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL.

Entitled Scripholders and their renounees who fail to provide their Securities Account numbers and/or NRIC/passport numbers (in full) (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL or who provide incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or whose Securities Account numbers provided are not otherwise accepted by CDP for the credit of the Rights 2021 MCBs that may be allotted to them or whose particulars as provided in the forms comprised in the PAL differ from those particulars given to CDP for the opening of their Securities Accounts or whose particulars as provided in the forms comprised in the PAL differ from those particulars currently maintained by CDP are liable to have their acceptances of their provisional allotments of Rights 2021 MCBs and (if applicable) applications for excess Rights 2021 MCBs rejected.

- 7.5 If the Entitled Scripholders' addresses stated in the PAL are different from their addresses maintained in the records of CDP, they must inform CDP of their updated addresses promptly, failing which the notification letter on successful allotments and other correspondences will be sent to their addresses last registered with CDP.
- 7.6 **THE FULL AMOUNT PAYABLE FOR THE RELEVANT NUMBER OF RIGHTS 2021 MCBS ACCEPTED/APPLIED FOR WILL BE ROUNDED UP TO THE NEAREST WHOLE CENT, IF APPLICABLE.**
- 7.7 **THE LAST TIME AND DATE FOR ACCEPTANCES OF AND/OR (IF APPLICABLE) EXCESS APPLICATIONS AND PAYMENT FOR THE RIGHTS 2021 MCBS IS 5.00 P.M. ON 16 JUNE 2021 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY).**
- 7.8 **Personal Data Privacy**

By completing and delivering the PAL, an Entitled Scripholder or a renounee (i) consents to the collection, use and disclosure of his personal data by the Relevant Persons for the purpose of facilitating his application for the Rights 2021 MCBs, and in order for the Relevant 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 Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.





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