

Appendix dated 26 March 2018

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If you have sold all your units in Keppel Infrastructure Trust ("KIT"), please forward this Appendix to the purchaser or bank or stockbroker or agent through whom the sale was effected for onward transmission to the purchaser.

Keppel Infrastructure Trust

(Business Trust Registration No. 2007001)
(Constituted in the Republic of Singapore as a business trust pursuant to
a trust deed dated 5 January 2007 (as amended))

MANAGED BY

KEPPEL INFRASTRUCTURE FUND MANAGEMENT PTE. LTD.

(Company Registration No. 200803959H)
(as Trustee-Manager of Keppel Infrastructure Trust)

**APPENDIX TO THE NOTICE OF ANNUAL GENERAL MEETING
DATED 26 MARCH 2018**

IN RELATION TO THE

- (1) PROPOSED RENEWAL OF THE UNITHOLDERS' MANDATE FOR INTERESTED PERSON TRANSACTIONS;**
- (2) PROPOSED UNIT BUY-BACK TRUST DEED SUPPLEMENT;**
- (3) PROPOSED UNIT BUY-BACK MANDATE; AND**
- (4) PROPOSED COMMUNICATIONS TRUST DEED SUPPLEMENT.**

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GLOSSARY

In this Appendix, the following definitions shall apply throughout (including to the Annex hereto) unless the context otherwise requires or unless otherwise stated:

- %** : Per centum or percentage
- 2018 AGM** : The AGM to be held at Level 3, Heliconia Main Ballroom (3403-6 & 3503-6) Sands Expo and Convention Centre, 10 Bayfront Avenue, Singapore 018956 on Tuesday, 17 April 2018 at 10.30 a.m., notice of which is set out in the Notice of AGM
- AGM** : The annual general meeting of KIT
- Amendment Act** : Companies (Amendment) Act 2014
- Appendix** : This Appendix dated 26 March 2018
- Approved Exchange** : A stock exchange that has rules which safeguard the interests of shareholders/unitholders against interested person transactions according to similar principles to Chapter 9 of the Listing Manual
- Approving Authority** : The relevant approving authority whose approval must be obtained before an Interested Person Transaction can be executed, as described in paragraphs 7.2.5(b) and 7.3.3 of **Annex A** of this Appendix
- Associate** : In the case of a business trust,
- (a) in relation to any director, chief executive officer, or controlling shareholder of the trustee-manager, substantial shareholder of the trustee-manager, substantial unitholder or controlling unitholder of the business trust (being an individual), means:
 - (i) his immediate family member;
 - (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
 - (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more; and
 - (b) in relation to the controlling shareholder of the trustee-manager or substantial unitholder or controlling unitholder of the business trust (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more

Audit and Risk Committee	:	The audit and risk committee of the Trustee-Manager
Average Closing Price	:	The average of the closing market prices of the Units over the last five Market Days, on which transactions in Units were recorded, immediately preceding the date of the Market Purchase or, as the case may be, the date of the making of the offer pursuant to the Off-Market Purchase, and deemed to be adjusted for any corporate action that occurs after the relevant five Market Days
Bartley	:	Bartley Investments Pte. Ltd., a company incorporated in the Republic of Singapore, and which is a wholly-owned subsidiary of Temasek
Board	:	The board of directors of the Trustee-Manager
Business Trusts Act or BTA	:	The Business Trusts Act (Chapter 31A of Singapore) (including all subsidiary legislation made thereunder) as modified, supplemented or amended from time to time
CDP	:	The Central Depository (Pte) Limited
Code	:	The Singapore Code on Take-overs and Mergers
Companies Act	:	Companies Act, Chapter 50 of Singapore
control	:	Has the meaning ascribed to it in the Listing Manual
controlling shareholder	:	Has the meaning ascribed to it in the Listing Manual
controlling unitholder	:	A person who: <ul style="list-style-type: none"> (a) holds directly or indirectly 15% or more of the total number of issued units in a business trust (unless the SGX-ST has determined such a person not to be a controlling unitholder); or (b) in fact exercises control over a business trust
Cut-Off Time Amendment	:	Proposed amendment to the Trust Deed to include, <i>inter alia</i> , the flexibility, in so far as it complies with the relevant laws, regulations and guidelines, for the Trustee-Manager to determine the cut-off time prior to a meeting of Unitholders of when (i) the Trustee-Manager is entitled to accept and/or reject an instrument of proxy of the depositor and (ii) the Unitholders are considered as depositors as shown in the records of the CDP for the purposes of meetings of Unitholders
date of the making of the offer	:	The date on which the Trustee-Manager makes an offer for an Off-Market Purchase, stating therein the repurchase price (which shall not be more than the Maximum Price for an Off-Market Purchase calculated on the foregoing basis) for each Unit and the relevant terms of the equal access scheme for effecting the Off-Market Purchase

Directors	:	Directors of the Trustee-Manager
DPU	:	Distribution per Unit
EAR Group	:	<p>(a) KIT;</p> <p>(b) subsidiaries of KIT (excluding subsidiaries listed on the SGX-ST or an Approved Exchange); and</p> <p>(c) associated companies of KIT (other than an associated company that is listed on the SGX-ST or an Approved Exchange) over which KIT and its subsidiaries, or the KIT Group and its interested person(s), has or have control,</p> <p>and "EAR" means each of them</p>
Extraordinary Resolution	:	A resolution proposed and passed as such by a majority consisting of 75.0% or more of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the Trust Deed
FY 2017	:	The financial year ended 31 December 2017
FY 2017 Audited Financial Statements	:	The audited consolidated financial statements of the KIT Group for FY 2017
Independent Director	:	The independent directors for purposes of the BTA
Interested Person Transactions	:	The categories of transactions by the EAR Group, or any of them, with the Interested Persons which fall within the Unitholders' Mandate, in the manner set out in paragraph 6 of Annex A of this Appendix
Interested Persons	:	<p>(a) The sponsor of KIT, which is a controlling unitholder of KIT, and its Associates;</p> <p>(b) a director, chief executive officer or controlling shareholder of the Trustee-Manager;</p> <p>(c) Trustee-Manager or controlling unitholder of KIT (other than the controlling unitholder described in sub-paragraph (a) above); and</p> <p>(d) an Associate of any of the persons or entities in sub-paragraphs (b) and (c) above,</p> <p>and "Interested Person" means each of them</p>
KCL	:	Keppel Corporation Limited, a company incorporated in the Republic of Singapore
KC	:	Keppel Capital Holdings Pte. Ltd., a company incorporated in the Republic of Singapore

KI	:	Keppel Infrastructure Holdings Pte. Ltd., a company incorporated in the Republic of Singapore
KIFM	:	Keppel Infrastructure Fund Management Pte. Ltd., a company incorporated in the Republic of Singapore
KIT	:	Keppel Infrastructure Trust, a business trust constituted in the Republic of Singapore and registered with MAS
KIT Group	:	KIT and its subsidiaries, if any
Latest Practicable Date	:	2 March 2018, being the latest practicable date prior to the printing of this Appendix
Listing Manual	:	The Listing Manual of the SGX-ST
Listing Rules	:	Listing Rules of the SGX-ST
Mandate Duration	:	<p>Unless revoked or varied by Unitholders in a general meeting, the period commencing from the date on which the AGM is held and the Proposed Unit Buy-Back Mandate is approved and expiring on the earliest of the following dates:</p> <ul style="list-style-type: none"> (i) the date on which the next annual general meeting of KIT is held; (ii) the date by which the next annual general meeting of KIT is required by applicable laws and regulations or the provisions of the Trust Deed to be held; or (iii) the date on which the repurchases of Units by the Trustee-Manager pursuant to the Proposed Unit Buy-Back Mandate are carried out to the full extent mandated
Market Capitalisation	:	<p>The market capitalisation of KIT as at any date means the product of:</p> <ul style="list-style-type: none"> (a) the weighted average number of Units in issue as at the end of the financial year of KIT immediately preceding such date, measured over the last 15 trading days prior to the end of that financial year; and (b) the volume weighted average price of all Units traded on the SGX-ST over such 15-trading day period
Market Day	:	A day on which the SGX-ST is open for trading in securities
Market Purchases	:	Has the meaning ascribed to it in Paragraph 4.3.3 of this Appendix
MAS	:	The Monetary Authority of Singapore

Maximum Price	:	Means:
		(i) in the case of a Market Purchase, 105.0% of the Average Closing Price of the Units in accordance with Rule 884 of the Listing Manual; and
		(ii) in the case of an Off-Market Purchase, 120.0% of the Average Closing Price of the Units
Multiple Proxies Amendment	:	Proposed amendment to the Trust Deed to facilitate the multiple proxies regime
Napier	:	Napier Investments Pte. Ltd., a company incorporated in the Republic of Singapore, and which is a wholly-owned subsidiary of Temasek
Nassim	:	Nassim Investments Pte. Ltd., a company incorporated in the Republic of Singapore, and which is a wholly-owned subsidiary of Temasek
NAV	:	Net asset value
Notice of AGM	:	The notice of AGM dated 26 March 2018 enclosed with the Annual Report for KIT for the period 1 January 2017 to 31 December 2017 convening the 2018 AGM
Off-Market Purchases	:	Has the meaning ascribed to it in Paragraph 4.3.3 of this Appendix
Ordinary Resolution	:	A resolution proposed and passed as such by a majority being greater than 50.0% or more of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the Trust Deed
Proposed Communications Trust Deed Supplement	:	The proposed amendment to the Trust Deed to include, <i>inter alia</i> , the (i) Cut-Off Time Amendment and (ii) Multiple Proxies Amendment in the manner set out in Annex B of this Appendix
Proposed Unit Buy-Back Mandate	:	The proposed unit buy-back mandate to be given to the Trustee-Manager by way of an Ordinary Resolution in a general meeting, to exercise its powers to procure the repurchases of Units for and on behalf of KIT without the prior specific approval of Unitholders at a general meeting
Proposed Unit Buy-Back Trust Deed Supplement	:	The proposed supplement to the Trust Deed to include provisions regarding the repurchase of units of KIT in the manner set out in Annex B of this Appendix
Public Float	:	Refers to the percentage of Units held by the public

Register	:	The register of Unitholders kept in accordance with the Trust Deed
Review Committee	:	A committee comprising a Director, and either the chief executive officer or chief financial officer of the Trustee-Manager for the time being, and such other person as the Board may from time to time appoint. For the avoidance of doubt, a Director shall not form part of the Review Committee in the event that such Director has an interest in the relevant transaction
S\$ and cents	:	Singapore dollars and cents
Securities Account	:	Securities account or sub-account maintained by a depositor with CDP
SGX-ST	:	Singapore Exchange Securities Trading Limited
Substantial Unitholder	:	A person with an interest in Units constituting not less than 5.0% of the total number of Units in issue
Temasek	:	Temasek Holdings (Private) Limited, a company incorporated in the Republic of Singapore
Tembusu	:	Tembusu Capital Pte. Ltd., a company incorporated in the Republic of Singapore, and which is a wholly-owned subsidiary of Temasek
Treasury Transactions	:	Means the treasury transactions between any member within the EAR Group and any Interested Person
Trust Deed	:	The trust deed dated 5 January 2007 constituting KIT, as amended and restated by an Amendment and Restatement Deed dated 18 May 2015
Trustee-Manager	:	KIFM, acting in its capacity as trustee-manager of KIT
Unit	:	A unit representing an undivided interest in KIT
Unitholders	:	The registered holders for the time being of a Unit, including person(s) so registered as joint holders, except where the registered holder is CDP, the term “ Unitholder ” shall, in relation to Units registered in the name of CDP, mean, where the context requires, the depositor whose Securities Account with CDP is credited with Units

- Unitholders' Mandate** : (a) For the purposes of this Appendix, excluding **Annex A** of this Appendix, the Unitholders' general mandate pursuant to Chapter 9 of the Listing Manual permitting KIT, its subsidiaries and associated companies who are considered to be "entities at risk" under Chapter 9 of the Listing Manual or any of them, to enter into interested person transactions with the interested persons, which was last amended and renewed at the AGM held on 18 April 2017; and
- (b) for the purposes of **Annex A** of this Appendix, the Unitholders' general mandate pursuant to Chapter 9 of the Listing Manual permitting KIT, its subsidiaries and associated companies who are considered to be "entities at risk" under Chapter 9 of the Listing Manual or any of them, to enter into Interested Person Transactions with the Interested Persons, proposed to be renewed, at the 2018 AGM

All references to (1) the "Trustee-Manager" are to it acting in its capacity as trustee-manager of KIT and (2) "KIT" are to it acting through the Trustee-Manager.

The terms "depositor" and "Depository Register" shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act.

The terms "associate", "associated company", "entity at risk", "interested person", "chief executive officer" and "approved exchange" shall have the meanings ascribed to them respectively in the Listing Manual.

Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders.

References to persons shall include corporations.

Any reference to a time of day in this Appendix shall be a reference to Singapore time unless otherwise stated.

Any discrepancies in the tables, graphs and charts between the listed amounts and totals thereof are due to rounding. Where applicable, figures and percentages are rounded to two (2) decimal places.

The headings in this Appendix are inserted for convenience only and shall be ignored in construing this Appendix.

Any reference in this Appendix to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any term defined under the Securities and Futures Act or the Listing Manual and used in this Appendix shall, where applicable, have the meaning ascribed to it under the Securities and Futures Act or the Listing Manual, as the case may be, unless otherwise provided. Summaries of the provisions of any laws and regulations (including the Listing Manual) contained in this Appendix are of such laws and regulations (including the Listing Manual) as at the Latest Practicable Date.

KEPPEL INFRASTRUCTURE TRUST

(Business Trust Registration No. 2007001)

(Constituted in the Republic of Singapore as a business trust pursuant to a trust deed dated 5 January 2007 (as amended))

Directors of the Trustee-Manager

Mr Koh Ban Heng (Independent Director and Chairman of the Board)
Mr Thio Shen Yi (Independent Director)
Mr Daniel Cuthbert Ee Hock Huat (Independent Director)
Mr Kunnasagaran Chinniah (Independent Director)
Mr Mark Andrew Yeo Kah Chong (Independent Director)
Ms Christina Tan Hua Mui (Non-Executive and Non-Independent Director)

Registered Office

1 HarbourFront Avenue
#18-01 Keppel Bay Tower
Singapore 098632

26 March 2018

To: The Unitholders

Dear Sir/Madam

1 INTRODUCTION

1.1 Summary

We refer to the Notice of Annual General Meeting of KIT dated 26 March 2018 and Ordinary Resolution 4 ("**Resolution 4**"), Extraordinary Resolution 5 ("**Resolution 5**"), Ordinary Resolution 6 ("**Resolution 6**") and Extraordinary Resolution 7 ("**Resolution 7**") under the "As Special Business" set out therein.

The purpose of this Appendix is to provide Unitholders with information relating to the:

- (a) Proposed Renewal of the Unitholders' Mandate for Interested Person Transactions;
- (b) Proposed Unit Buy-Back Trust Deed Supplement;
- (c) Proposed Unit Buy-Back Mandate; and
- (d) Proposed Communications Trust Deed Supplement.

Resolution 5 relates to the proposed supplement to the Trust Deed to include provisions regarding the repurchase of units in KIT ("**Units**") in the manner set out in **Annex B** of this Appendix (the "**Proposed Unit Buy-Back Trust Deed Supplement**").

As the Proposed Unit Buy-Back Trust Deed Supplement is required for the adoption of Resolution 6 which relates to the proposed adoption of the mandate of the Trustee-Manager to exercise its powers to procure the repurchases of Units for and on behalf of KIT without the prior specific approval of the Unitholders in a general meeting (the "**Proposed Unit Buy-Back Mandate**"), the proposed adoption of the Proposed Unit Buy-Back Mandate is conditional upon the Proposed Unit Buy-Back Trust Deed Supplement being approved by Unitholders.

The approval of the Proposed Unit Buy-Back Trust Deed Supplement however, is not conditional upon the Proposed Unit Buy-Back Mandate being approved by Unitholders. Accordingly, the Trustee-Manager will proceed with the Proposed Unit Buy-Back Trust Deed Supplement if Unitholders approve the Proposed Unit Buy-Back Trust Deed Supplement even if Unitholders do not approve the Proposed Unit Buy-Back Mandate.

Resolution 7 relates to the Proposed Communications Trust Deed Supplement comprising proposed amendments to the Trust Deed to include, *inter alia*, (i) the flexibility, in so far as it complies with the relevant laws, regulations and guidelines, for the Trustee-Manager to determine the cut-off time prior to a meeting of Unitholders of when (a) the Trustee-Manager is entitled to accept and/or reject an instrument of proxy of the depositor and (b) the Unitholders are considered as depositors as shown in the records of the CDP for the purposes of meetings of Unitholders (the “**Cut-Off Time Amendment**”) and (ii) provisions to facilitate the multiple proxies regime (the “**Multiple Proxies Amendment**”) in the manner set out in **Annex B** of this Appendix.

UNITHOLDERS SHOULD NOTE THAT RESOLUTION 7 IS NOT CONTINGENT UPON THE PASSING OF RESOLUTION 5 AND RESOLUTION 6.

2 THE PROPOSED RENEWAL OF UNITHOLDERS’ MANDATE FOR INTERESTED PERSON TRANSACTIONS

Under Chapter 9 of the Listing Manual, a general mandate for transactions with interested persons is subject to annual renewal. The Unitholders’ Mandate was last amended and renewed at the AGM held on 18 April 2017, and will continue to be in force until the conclusion of the 2018 AGM. Accordingly, it is proposed that the Unitholders’ Mandate be renewed at the 2018 AGM to be convened, to take effect (unless revoked or varied by KIT in general meeting) until the conclusion of the next AGM of KIT or the date on which the next AGM of KIT is required to be held, whichever is the earlier. General information relating to Chapter 9 of the Listing Manual is set out in **Annex A** of this Appendix.

Unitholders should note that by voting in favour of the resolution in relation to the Proposed Renewal of the Unitholders’ Mandate, the proposed renewal of the Unitholders’ Mandate will authorise the EAR Group, or any of them, in the ordinary course of their businesses, to enter into certain transactions with Interested Persons, provided that such transactions are made on normal commercial terms and are not prejudicial to KIT and its minority Unitholders, and are entered into in accordance with the review procedures for such transactions.

2.1 Statement of the Audit and Risk Committee

Pursuant to Rule 920(1)(c) of the Listing Manual, the Audit and Risk Committee (comprising Mr Mark Andrew Yeo Kah Chong, Mr Koh Ban Heng (abstaining) and Mr Daniel Cuthbert Ee Hock Huat) confirms that:

- (i) the methods or procedures for determining the transaction prices under the Unitholders’ Mandate (“**Review Procedures**”) have not changed since the last Unitholders’ approval of the Unitholders’ Mandate obtained on 18 April 2017;
- (ii) the Review Procedures are sufficient to ensure that the Interested Person Transactions will be carried out on normal commercial terms and will not be prejudicial to the interests of KIT and its minority Unitholders, and

as such, an independent financial adviser's opinion is not required for the renewal of the Unitholders' Mandate.

2.2 Validity Period of the Unitholders' Mandate

If approved by Unitholders at the 2018 AGM, the Unitholders' Mandate will take effect from the date of the passing of the resolution for the renewal of the Unitholders' Mandate, to be proposed at the 2018 AGM, and shall apply in respect of Interested Person Transactions entered or to be entered into from the date of the 2018 AGM until the conclusion of the next AGM of KIT or the date on which the next AGM of KIT is required to be held, whichever is the earlier, unless revoked or varied by KIT in general meeting.

KIT will obtain a fresh general mandate from the Unitholders if the methods or procedures set out in the Unitholders' Mandate, as proposed to be renewed and set out in **Annex A** of this Appendix, become inappropriate.

2.3 Disclosure

Pursuant to Chapter 9 of the Listing Manual, KIT will disclose in its annual report the aggregate value of the Interested Person Transactions entered into under the Unitholders' Mandate, as renewed, during the financial year under review, and in the annual reports of subsequent financial years during which the Unitholders' Mandate, as renewed, is in force. In addition, KIT will announce the aggregate value of the Interested Person Transactions entered into under the Unitholders' Mandate, as renewed, for the financial periods which it is required to report pursuant to Rule 705 of the Listing Manual within the time required for the announcement of such report. These disclosures will be in the form set out in Rule 907 of the Listing Manual.

3 THE PROPOSED UNIT BUY-BACK TRUST DEED SUPPLEMENT

3.1 The Proposed Amendment to the Trust Deed in connection with the Unit Buy-Back

In respect of the repurchase of Units, the Trust Deed does not provide for the repurchase of Units by the Trustee-Manager.

In connection with the proposed adoption of the Proposed Unit Buy-Back Mandate, the Trustee-Manager is seeking Unitholders' approval under Clause 23 of the Trust Deed to supplement the Trust Deed for the purposes of, *inter alia*:

- (a) allowing the Trustee-Manager to repurchase Units under a Unit buy-back mandate, subject to approval from the Unitholders;
- (b) providing the Trustee-Manager with the discretion to determine the repurchase price for a repurchase of Units under a Unit buy-back mandate; and
- (c) setting out other general terms and conditions for the repurchase of Units by the Trustee-Manager under a Unit buy-back mandate.

The full text of the Proposed Unit Buy-Back Trust Deed Supplement is set out in **Annex B** of this Appendix, showing insertions in underline and deletions in strikethrough.

3.2 Rationale for the Proposed Unit Buy-Back Trust Deed Supplement

The Proposed Unit Buy-Back Trust Deed Supplement is necessary for the adoption of the Proposed Unit Buy-Back Mandate as it would allow the Trustee-Manager the ability and the flexibility to undertake repurchases of Units, under a Unit buy-back mandate, during the period such mandate is in force and in accordance with the provisions of the Trust Deed and all applicable laws and regulations, including but not limited to the Listing Manual.

3.3 Unitholders' Approval

For the reasons stated above, the Trustee-Manager is seeking Unitholders' approval under Resolution 5 relating to the Proposed Unit Buy-Back Trust Deed Supplement to supplement the Trust Deed in the manner set out in **Annex B** of this Appendix.

4 THE PROPOSED UNIT BUY-BACK MANDATE

4.1 The Proposed Unit Buy-Back Mandate

Subject to the adoption of Resolution 5 relating to the Proposed Unit Buy-Back Trust Deed Supplement, the Trustee-Manager intends to seek the approval of Unitholders for the adoption of the Proposed Unit Buy-Back Mandate at the AGM under Resolution 6.

UNITHOLDERS SHOULD NOTE THAT BY VOTING IN FAVOUR OF RESOLUTION 6 RELATING TO THE PROPOSED UNIT BUY-BACK MANDATE, THEY WILL BE AUTHORISING THE TRUSTEE-MANAGER TO PROCURE THE REPURCHASE OF UNITS ON THE TERMS AND CONDITIONS SET OUT IN THIS PARAGRAPH 4 AND IN ACCORDANCE WITH THE PROVISIONS OF THE TRUST DEED AND ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE LISTING MANUAL.

4.2 Rationale for the Proposed Unit Buy-Back Mandate

The approval of the Proposed Unit Buy-Back Mandate authorising the Trustee-Manager to repurchase Units for and on behalf of KIT would give the Trustee-Manager the flexibility to undertake repurchases of Units of up to the 5% limit described in paragraph 4.3.1 of this Appendix at any time, during the period commencing from the date on which the AGM is held and the Proposed Unit Buy-Back Mandate is approved and expiring on the earliest of the following dates:

- (a) the date on which the next annual general meeting of KIT is held;
- (b) the date by which the next annual general meeting of KIT is required by applicable laws and regulations or the provisions of the Trust Deed to be held; or
- (c) the date on which the repurchases of Units by the Trustee-Manager pursuant to the Proposed Unit Buy-Back Mandate are carried out to the full extent mandated,

(the "Mandate Duration").

The rationale for seeking the Proposed Unit Buy-Back Mandate is as follows:

- (i) the Proposed Unit Buy-Back Mandate would be a flexible and cost-effective capital management tool to return excess capital to Unitholders and/or optimise the capital structure thus enhancing return on equity for Unitholders; and
- (ii) the Proposed Unit Buy-Back Mandate, when exercised at appropriate times, would help mitigate short-term market volatility, off-set the effects of short-term speculative trading of the Units and bolster market confidence in the Units.

While the Proposed Unit Buy-Back Mandate would authorise Unit buy-backs of up to the said 5% limit during the period when the Proposed Unit Buy-Back Mandate is in force, Unitholders should note that Unit buy-backs may not necessarily be carried out to the entire 5% limit as authorised by Unitholders.

Repurchases of Units will be made only when the Trustee-Manager considers it to be in the best interests of KIT and the Unitholders.

Rule 723 of the Listing Manual requires KIT to ensure that at least 10.0% of its Units are at all times held by the public (the “**Public Float**”). As at Latest Practicable Date, the Public Float is approximately 65.89%, and accordingly, the Trustee-Manager is of the view that the orderly trading and the listing status of the Units on the SGX-ST is not likely to be affected by the Unitholders’ approval of the Proposed Unit Buy-Back Mandate and the repurchases of Units thereunder.

4.3 Authority and Limits on the Proposed Unit Buy-Back Mandate

The authority conferred on the Trustee-Manager and the limits placed on the repurchases of Units by the Trustee-Manager under the Proposed Unit Buy-Back Mandate are set out below:

4.3.1 Maximum Limit

The total number of Units which may be repurchased pursuant to the Proposed Unit Buy-Back Mandate is limited to that number of Units representing not more than 5% of the total number of issued Units as at the date of the AGM.

FOR ILLUSTRATIVE PURPOSES ONLY: On the basis of 3,858,157,565 Units in issue as at the Latest Practicable Date, and assuming that no further Units are issued on or prior to the AGM at which the Proposed Unit Buy-Back Mandate is approved, not more than 192,907,878 Units (representing 5% of the issued Units) may be repurchased by the Trustee-Manager pursuant to the Proposed Unit Buy-Back Mandate during the Mandate Duration.

4.3.2 Duration of Authority

Unless revoked or varied by Unitholders in a general meeting, the Proposed Unit Buy-Back Mandate, if approved by Unitholders, will be in force for the Mandate Duration, being the period commencing from the date on which the AGM is held and the Proposed Unit Buy-Back Mandate is approved and expiring on the earliest of the following dates:

- (i) the date on which the next annual general meeting of KIT is held;

- (ii) the date by which the next annual general meeting of KIT is required by applicable laws and regulations or the provisions of the Trust Deed to be held; or
- (iii) the date on which the repurchases of Units by the Trustee-Manager pursuant to the Proposed Unit Buy-Back Mandate are carried out to the full extent mandated.

Under the Trust Deed and the prevailing laws and regulations of Singapore, KIT is required to convene an annual general meeting of Unitholders once every calendar year and not more than 15 months after the holding of the last preceding annual general meeting, and in any case within four months from the financial year end of KIT.

The authority conferred on the Trustee-Manager under the Proposed Unit Buy-Back Mandate to repurchase Units may be renewed at the next annual general meeting of Unitholders. When seeking the approval of Unitholders for any subsequent Unit buy-back mandates, the Trustee-Manager shall disclose details of each Unit buy-back made during the Mandate Duration in respect of the Unit buy-back mandate immediately preceding such Unit buy-back mandate being sought, including the total number of Units repurchased, the repurchase price per Unit or the highest and lowest prices paid for such repurchases of Units, where relevant, and the total consideration paid for such repurchases.

4.3.3 Manner of Repurchase

Repurchases of Units may be made by way of:

- (i) market purchase(s) ("**Market Purchases**"); and/or
- (ii) off-market purchase(s) ("**Off-Market Purchases**").

Market Purchases refer to repurchases of Units by the Trustee-Manager effected on the SGX-ST and/or, as the case may be, such other stock exchange for the time being on which the Units may be listed and quoted, through one or more duly licensed stockbrokers appointed by the Trustee-Manager for the purpose.

Off-Market Purchases refer to repurchases of Units by the Trustee-Manager (which are not Market Purchases) made under an equal access scheme or schemes for the repurchase of Units from Unitholders in accordance with the Trust Deed. In this regard, an Off-Market Purchase must satisfy all the following conditions:

- (i) offers for the repurchase or acquisition of Units shall be made to every person who holds Units to repurchase or acquire the same percentage of their Units;
- (ii) all of the above-mentioned persons shall be given a reasonable opportunity to accept the offers made to them; and

- (iii) the terms of all the offers shall be the same, except that there shall be disregarded:
 - (a) differences in consideration attributable to the fact that offers may relate to Units with different accrued distribution entitlements;
 - (b) differences in consideration attributable to the fact that the offers may relate to Units with different amounts remaining unpaid; and
 - (c) differences in the offers introduced solely to ensure that each Unitholder is left with a whole number of Units.

Additionally, the Listing Manual provides that, in making an Off-Market Purchase, the Trustee-Manager must issue an offer document to all Unitholders which must contain, *inter alia*:

- (i) the terms and conditions of the offer;
- (ii) the period and procedures for acceptances;
- (iii) the reasons for the proposed Unit repurchases;
- (iv) the consequences, if any, of Unit repurchases by the Trustee-Manager that will arise under the Singapore Code on Take-overs and Mergers (“Code”) or other applicable takeover rules;
- (v) whether the Unit repurchases, if made, could affect the listing of the Units on the SGX-ST;
- (vi) details of any Unit repurchases made by the Trustee-Manager in the previous 12 months (whether Market Purchases or Off-Market Purchases in accordance with an equal access scheme), giving the total number of Units repurchased, the repurchase price per Unit or the highest and lowest prices paid for such repurchases of Units, where relevant, and the total consideration paid for the repurchases; and
- (vii) whether the Units repurchased by the Trustee-Manager will be cancelled.

4.3.4 Repurchase Price

The Trustee-Manager has the discretion to determine the repurchase price for a repurchase of Units under the Proposed Unit Buy-Back Mandate, subject to such repurchase price not exceeding:

- (i) in the case of a Market Purchase, 105.0% of the Average Closing Price (as defined below) of the Units in accordance with Rule 884 of the Listing Manual; and
- (ii) in the case of an Off-Market Purchase, 120.0% of the Average Closing Price of the Units,

(the “**Maximum Price**”) in either case, excluding related expenses of such repurchase. For the purposes of this paragraph 4.3.4:

“**Average Closing Price**” means the average of the closing market prices of the Units over the last five Market Days, on which transactions in the Units were recorded, immediately preceding the date of the Market Purchase or, as the case may be, the date of the making of the offer pursuant to the Off-Market Purchase, and deemed to be adjusted for any corporate action that occurs after the relevant five Market Days.

“**date of the making of the offer**” means the date on which the Trustee-Manager makes an offer for an Off-Market Purchase, stating therein the repurchase price (which shall not be more than the Maximum Price for an Off-Market Purchase calculated on the foregoing basis) for each Unit and the relevant terms of the equal access scheme for effecting the Off-Market Purchase.

4.4 Status of Repurchased Units

Under the Trust Deed, a Unit repurchased by way of a Unit buy-back shall be deemed cancelled immediately on repurchase (and all rights and privileges attached to such Unit will expire on such cancellation).

4.5 Reporting Requirements

Rule 886 of the Listing Manual specifies that an issuer shall notify the SGX-ST of all repurchases or acquisitions of its Units not later than 9.00 a.m.:

- (i) in the case of a Market Purchase, on the Market Day following the day on which the Market Purchase was made; or
- (ii) in the case of an Off-Market Purchase under an equal access scheme, on the second Market Day after the close of acceptance of the offer for the Off-Market Purchase.

The notification of any such repurchases of Units to the SGX-ST (in the form of an announcement on the SGXNet) shall be in such form and shall include such details as the SGX-ST may prescribe.

The Trustee-Manager shall make arrangements with the appointed stockbrokers and/or custodians to ensure that they provide the Trustee-Manager in a timely fashion the necessary information which will enable the Trustee-Manager to make the notifications to the SGX-ST.

4.6 Sources of Funds

The Trustee-Manager may only apply funds for the repurchase of Units as provided in the Trust Deed and in accordance with the applicable laws and regulations in Singapore. The Trustee-Manager may not repurchase Units for a consideration other than in cash.

The Trustee-Manager intends to utilise KIT’s internal sources of funds, external borrowings or a combination of both to finance the Trustee-Manager’s repurchase of Units on behalf of KIT pursuant to the Proposed Unit Buy-Back Mandate, subject always to the requirements of the applicable laws and/or regulations in force at the relevant time.

4.7 Financial Effects

It is not possible for the Trustee-Manager to calculate realistically or quantify the impact of repurchases of Units that may be made pursuant to the Proposed Unit Buy-Back Mandate on the NAV per Unit and distribution per Unit ("DPU") as the resultant effect would depend on, among others, the aggregate number of Units repurchased and the repurchase prices paid for such Units.

KIT's total number of issued Units will be diminished by the total number of Units repurchased by way of a Unit buy-back as such Units will be cancelled.

The Trustee-Manager will only exercise the Proposed Unit Buy-Back Mandate when it considers it to be in the best interests of KIT and the Unitholders. The Trustee-Manager will consider factors such as the working capital requirements, availability of financial resources, the investment and growth strategies of KIT and the prevailing market conditions before repurchasing Units under the Proposed Unit Buy-Back Mandate. The Trustee-Manager will exercise the Proposed Unit Buy-Back Mandate with a view to enhancing the return on equity for Unitholders and/or optimise the capital structure. The Trustee-Manager does not intend to exercise the Proposed Unit Buy-Back Mandate to such an extent as would have a material adverse effect on the financial position of KIT.

FOR ILLUSTRATIVE PURPOSES ONLY: The financial effects of a Unit buy-back on KIT are based on the assumptions set out below:

- (i) **192,907,878** Units (representing approximately 5% of the issued Units as at the Latest Practicable Date) are repurchased by the Trustee-Manager pursuant to the Proposed Unit Buy-Back Mandate on 1 January 2017;
- (ii) **3,858,157,565** Units are in issue as at the Latest Practicable Date (assuming no further Units are issued on or prior to the AGM at which the Proposed Unit Buy-Back Mandate is approved);
- (iii) Units are repurchased:
 - (a) in the case of Market Purchases by the Trustee-Manager at the Maximum Price of **S\$0.594** per Unit (being 105.0% of the Average Closing Price of the Units immediately preceding the Latest Practicable Date), and accordingly, the maximum amount of funds required for the repurchase of the **192,907,878** Units, representing 5% of the issued Units as at the Latest Practicable Date (excluding related expenses) is approximately **S\$114.6 million** and
 - (b) in the case of Off-Market Purchases by the Trustee-Manager at the Maximum Price of **S\$0.679** per Unit (being 120% of the Average Closing Price of the Units immediately preceding the Latest Practicable Date), and accordingly, the amount of funds required for the repurchase of the **192,907,878** Units, representing 5% of the issued Units as at the Latest Practicable Date (excluding related expenses) is approximately **S\$131.0 million**;
- (iv) the Proposed Unit Buy-Back Mandate has been effective since 1 January 2017;
- (v) all Units repurchased under the Proposed Unit Buy-Back Mandate are cancelled;
- (vi) the repurchases of Units are funded solely by internal sources of funds of KIT and external borrowings; and

(vii) there are no changes to the distribution policy to Unitholders.

Based on the assumptions set out above, the financial effects of the repurchase of **192,907,878** Units (representing 5% of the issued Units as at the Latest Practicable Date) by the Trustee-Manager pursuant to the Proposed Unit Buy-Back Mandate by way of (A) Market Purchases and (B) Off-Market Purchases, are set out below based on the audited consolidated financial statements of KIT and its subsidiaries (the “**KIT Group**”) for the financial year ended 31 December 2017 (“**FY 2017**” and the audited consolidated financial statements of the KIT Group for FY 2017, the “**FY 2017 Audited Financial Statements**”):

	FY 2017 Audited Financial Statements	Pro forma financial effects of Unit repurchases on the FY 2017 Audited Financial Statements	
		Market Purchases	Off-Market Purchases
Profit Attributable to Unitholders (S\$ million)	47.6	45.9	45.6
Average Unitholders’ Funds (million)	1,204.2	1,092.2	1,075.7
<u>Financial Ratios</u>			
ROE (%)	4.0	4.2	4.2
Distribution per Unit (cents)	3.72	3.72	3.72
Net Gearing (%)	39.9	42.6	43.1

Unitholders should note that the financial effects set out in the table above are based on the FY 2017 Audited Financial Statements and are presented strictly for illustrative purposes only. The results of the KIT Group for FY 2017 may not be representative of future performance. Although the Proposed Unit Buy-Back Mandate would authorise the Trustee-Manager to repurchase up to 5% of the total number of issued Units, the Trustee-Manager may not necessarily repurchase or be able to repurchase the entire 5% of the total number of issued Units at any time while the Proposed Unit Buy-Back Mandate is in force.

4.8 Taxation

Unitholders who are in doubt as to their respective tax positions or the tax implications of Unit repurchases by the Trustee-Manager, or, who may be subject to tax whether in or outside Singapore, should consult their own professional advisers.

4.9 Black-Out Periods

The Trustee-Manager will not repurchase any Units for and on behalf of KIT at any time after a material price sensitive development has occurred or has been the subject of a decision until such time the price sensitive information has been publicly announced. In addition, the Trustee-Manager will not repurchase Units for and on behalf of KIT during the period commencing two weeks before the announcement of the KIT Group’s financial statements for each of the first three quarters of its financial year and one month before the announcement of the KIT Group’s full year financial statements.

4.10 Take-over Implications

The circumstances under which Unitholders and persons acting in concert with them will incur an obligation to make a mandatory take-over offer under Rule 14 of the Code after a repurchase of Units by the Trustee-Manager are set out in Appendix 2 of the Code. The take-over implications which may arise from any repurchase by the Trustee-Manager of Units by way of a Unit buy-back are set out below.

4.10.1 Obligation to make a Take-over Offer

If, as a result of any repurchase by the Trustee-Manager of the Units, the proportionate interest in the voting rights of a Unitholder and persons acting in concert with him increases, such increase will be treated as an acquisition for the purposes of Rule 14 of the Code. Consequently, a Unitholder or a group of Unitholders acting in concert could obtain or consolidate effective control of KIT and become obliged to make a mandatory take-over offer under Rule 14 of the Code.

4.10.2 Persons Acting in Concert

Applying the Code to KIT, to the extent possible, persons acting in concert comprise individuals or companies who, pursuant to an agreement or understanding (whether formal or informal), co-operate, through the acquisition by any of them of Units (or otherwise), to obtain or consolidate effective control of KIT.

Unless the contrary is established, the following persons, among others, will be presumed to be acting in concert, namely:

- (i) the following companies:
 - (a) a company ("**(A)**");
 - (b) the parent company of (A) ("**(B)**");
 - (c) the subsidiaries of (A) (each, "**(C)**");
 - (d) the fellow subsidiaries of (A) (each, "**(D)**");
 - (e) the associated companies of any of (A), (B), (C), or (D) (each, "**(E)**");
 - (f) companies whose associated companies include any of (A), (B), (C), (D) or (E); and
 - (g) any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the foregoing companies for the purchase of voting rights; and
- (ii) a company with any of its directors (together with their close relatives, related trusts as well as companies controlled by any of the directors, their close relatives and related trusts).

For this purpose, a company is an “associated company” (as defined in the Code) of another company if the second company owns or controls at least 20.0% but not more than 50.0% of the voting rights of the first-mentioned company.

4.10.3 Effect of Rule 14 and Appendix 2 of the Code

In general terms, the effect of Rule 14 and Appendix 2 of the Code is that, unless exempted¹, Unitholders and/or persons acting in concert with them will incur an obligation to make a mandatory take-over offer under Rule 14 of the Code if, as a result of the Trustee-Manager repurchasing Units by way of a Unit buy-back, the voting rights of such Unitholders and/or their concert parties would increase to 30.0% or more, or in the event that such Unitholders and/or their concert parties hold between 30.0% and 50.0% of the voting rights in KIT, if the voting rights of such Unitholders and/or their concert parties would increase by more than 1.0% in any period of six months.

Under Appendix 2 of the Code, a Unitholder not acting in concert with the Directors will not be required to make a mandatory take-over offer under Rule 14 of the Code if, as a result of the Trustee-Manager repurchasing Units by way of a Unit buy-back, the voting rights of such Unitholder would increase to 30.0% or more, or, if such Unitholder holds between 30.0% and 50.0% of the voting rights in KIT, the voting rights of such Unitholder would increase by more than 1.0% in any period of six months. Such Unitholder need not abstain from voting in respect of the resolution relating to the approval of Proposed Unit Buy-Back Mandate.

The Securities Industry Council had on 20 March 2015 granted a ruling to KIT to rebut the presumption that certain Temasek entities including Bartley, Napier and Nassim are acting in concert with the KCL group.

Based on the above and on the interests of the Substantial Unitholders² in Units recorded in the Register of Substantial Unitholders as at the Latest Practicable Date, none of the Substantial Unitholders would become obliged to make a take-over offer for KIT under Rule 14 of the Code as a result of any repurchase of Units by the Trustee-Manager pursuant to the Proposed Unit Buy-Back Mandate of the maximum limit of 5% of its issued Units as at the Latest Practicable Date.

Important:

The statements herein do not purport to be a comprehensive or exhaustive description of all the relevant provisions of, or all the implications that may arise under the Code. Unitholders are advised to consult their professional advisers and/or the Securities Industry Council at the earliest opportunity as to whether an obligation to make a mandatory take-over offer would arise by reason of any Unit repurchases by the Trustee-Manager.

¹ Unitholders and/or persons acting in concert with them will be exempt from the requirement to make a mandatory take-over offer under Rule 14 of the Code upon the satisfaction of the conditions set out in paragraph 3(a) of Appendix 2 of the Code.

² “**Substantial Unitholder**” means a person with an interest in Units constituting not less than 5.0% of the total number of Units in issue.

4.10.4 Unitholders' Approval

In view of the foregoing, the Trustee-Manager is seeking the approval of Unitholders under Resolution 6 relating to the Proposed Unit Buy-Back Mandate.

Important:

Unitholders should note that by voting in favour of the resolution relating to the Proposed Unit Buy-Back Mandate, they will be authorising the Trustee-Manager to procure the repurchase of Units on the terms and conditions set out in paragraph 4 of this Appendix and in accordance with the provisions of the Trust Deed and all applicable laws and regulations including, but not limited to the Listing Manual.

5 THE PROPOSED COMMUNICATIONS TRUST DEED SUPPLEMENT

5.1 Background

5.1.1 The Cut-Off Time Amendment

The Trustee-Manager proposes to supplement the Trust Deed to allow the Trustee-Manager the flexibility, in so far as it complies with the relevant laws, regulations and guidelines, to determine the cut-off time prior to a meeting of Unitholders of when:

- (i) the Trustee-Manager is entitled to accept and/or reject an instrument of proxy of the depositor; and
- (ii) the Unitholders are considered as depositors as shown in the records of the CDP for the purposes of meetings of Unitholders.

In relation to paragraph 5.1.1(i), based on the existing terms of the Trust Deed, the Trustee-Manager is (a) entitled and bound to (I) reject any instrument of proxy lodged if the depositor is not shown to have any Units entered against his name in the Depository Register as at 48 hours before the time of the relevant meeting and (II) accept the number of votes entered against the name of the depositor in the Depository Register as at 48 hours before the time for the relevant meeting.

The position under Section 56(1)(c) of the BTA states that:

"Any provision in the trust deed of a registered business trust shall be void in so far as it would have the effect

...

- (c) *of requiring the instrument appointing a proxy or any other document necessary to show the validity of or otherwise relating to the appointment of a proxy to be received by the trustee-manager of the registered business trust or any other person more than 48 hours before a meeting or adjourned meeting in order that the appointment may be effective thereat*

..."

In relation to 5.1.1(ii), based on the existing terms of the Trust Deed, for the purposes of meetings of Unitholders, a Unitholder shall mean a depositor as shown in the records of the CDP at a time not later than 48 hours prior to the time of such meeting. It should be noted that the BTA does not specify a cut-off time to determine when a Unitholder is a depositor as shown in the records of the CDP for the purposes of meetings of Unitholders.

5.1.2 The Multiple Proxies Amendment

The Trustee-Manager proposes to supplement the Trust Deed to facilitate the multiple proxies regime so that the Trustee-Manager may, as it determines and in so far as it complies with the relevant laws, regulations and guidelines, allow a Unitholder who is a relevant intermediary¹ to appoint more than two proxies at a meeting of Unitholders.

Based on the existing terms of the Trust Deed, a Unitholder may not appoint more than two proxies to attend and vote at the same meeting.

In the absence of any other provision in the Trust Deed, the default position under Section 60(2) of the BTA states that:

“A proxy appointed under subsection (1) to attend and vote at a meeting of the unitholders of a registered business trust instead of a unitholder of the registered business trust shall also have the same right as the unitholder to speak at the meeting, but unless the trust deed otherwise provides –

- (a) a proxy shall not be entitled to vote except on a poll;*
- (b) a unitholder shall not be entitled to appoint more than 2 proxies to attend and vote at the same meeting; and*
- (c) where a unitholder appoints 2 proxies, the appointments shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy.”*

5.2 The Proposed Communications Trust Deed Supplement

In connection with the foregoing, and subject to the approval of Unitholders, the Trustee-Manager proposes to amend the Trust Deed to provide for the Cut-Off Time Amendment and the Multiple Proxies Amendment.

(See **Annex B** of this Appendix for further details of the Proposed Communications Trust Deed Supplement.)

¹ “relevant intermediary” means (i) a banking corporation licensed under the Banking Act, Chapter 19 of Singapore, or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds Units in that capacity; (ii) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act and who holds shares in that capacity; or (iii) (if applicable) the Central Provident Fund Board established by the Central Provident Fund Act, Chapter 36 of Singapore, in respect of Units purchased under the subsidiary legislation made under the Central Provident Fund Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the Central Provident Fund Board holds those Units in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.

5.3 Rationale for the Communications Trust Deed Supplement

5.3.1 Rationale for the Cut-Off Time Amendment

The current position under the Trust Deed is that (i) the Trustee-Manager is entitled and bound to (a) reject any instrument of proxy lodged if the depositor is not shown to have any Units entered against his name in the Depository Register as at 48 hours before the time of the relevant meeting and (b) accept the number of votes entered against the name of the depositor in the Depository Register as at 48 hours before the time for the relevant meeting and (ii) for the purposes of meeting of Unitholders, a Unitholder shall mean a depositor as shown in the records of the CDP at a time not later than 48 hours prior to the time of such meeting.

Pursuant to Section 56(1)(c) of the BTA, any provision in the Trust Deed shall be void in so far as it would have the effect of requiring the instrument appointing a proxy to be received by the Trustee-Manager more than 48 hours before a meeting. Although the Companies Act was amended to extend the cut-off time for the submission of proxy forms from 48 hours to 72 hours, it should be noted that the Companies Act does not govern KIT. Therefore, the Trustee-Manager proposes to amend the Trust Deed such that if the BTA is amended to be in line with the Companies Act, it would be able to adopt the new provisions immediately.

In this regard, the Trustee-Manager is of the view that it should have the flexibility, in so far as it complies with the relevant laws, regulations and guidelines, to determine the cut-off time (i) to accept and/or reject an instrument of proxy lodged in so far as it complies with the relevant laws, regulations and guidelines and (ii) of when a Unitholder is a depositor as shown in the records of the CDP for the purposes of meetings of Unitholders. Therefore, the Trustee-Manager is desirous of amending the Trust Deed by way of the Cut-Off Time Amendment to effect the changes.

5.3.2 Rationale for the Multiple Proxies Amendment

The current position under the Trust Deed is that a Unitholder (regardless of whether it is a relevant intermediary or not) may not appoint more than two proxies at a meeting of Unitholders. The Companies Act was recently amended by way of the Amendment Act to allow certain members of companies in Singapore to appoint more than two proxies, so as to enable indirect investors who hold shares through a nominee company or custodian bank or through CPF agent banks to attend and vote at shareholder meetings.

Although KIT is not bound by the Companies Act, the Trustee-Manager is of the view that allowing Unitholders who are relevant intermediaries to appoint more than two proxies will be consistent with the regime applicable to listed companies under the Companies Act. In this regard, the Trustee-Manager is desirous of amending the Trust Deed by way of the Multiple Proxies Amendment so as to effect the multiple proxies regime to allow for a Unitholder who is a relevant intermediary to appoint more than two proxies at a meeting of Unitholders, as the Trustee-Manager may determine and in so far as it complies with the relevant laws, regulations and guidelines. For the avoidance of doubt, subject to the relevant laws, regulations and guidelines, whether the multiple proxies regime will be effected at a meeting of Unitholders is subject to the discretion of the Trustee-Manager.

6 INTERESTS OF DIRECTORS AND SUBSTANTIAL UNITHOLDERS

6.1 Interests of Directors

Mr Koh Ban Heng is the chairman of the Board and independent director of the Trustee-Manager, and is also a director of KI. Mr Kunnasagaran Chinniah is an independent director of the Trustee-Manager and an advisor, consultant and/or director of certain subsidiaries of Temasek. Ms Christina Tan Hua Mui is a non-executive and non-independent director of the Trustee-Manager and is currently also chief executive officer and a director of KC. Ms Christina Tan also holds directorships in several other companies within the KCL group of companies.

As at the Latest Practicable Date, the Directors' direct or deemed interests in the Units are as follows:

Directors	Direct Interest		Deemed Interest	
	No. of Units	% ⁽¹⁾	No. of Units	% ⁽¹⁾
Koh Ban Heng	–	–	–	–
Thio Shen Yi	906	n.m. ⁽²⁾	–	–
Daniel Cuthbert Ee Hock Huat	–	–	–	–
Kunnasagaran Chinniah	513,600	0.013	421,346	0.011
Mark Andrew Yeo Kah Chong	–	–	–	–
Christina Tan Hua Mui	–	–	–	–

Notes:

(1) As at the Latest Practicable Date, there are 3,858,157,565 Units in issue.

(2) Not meaningful.

6.2 Interests of Substantial Unitholders

As at the Latest Practicable Date, the Substantial Unitholders' direct or deemed interests in the Units are as follows:

Substantial Unitholders	Direct Interest		Deemed Interest	
	No. of Units	%	No. of Units	%
KI	702,361,054	18.20	–	–
KCL ⁽²⁾	–	–	702,361,054	18.20
Bartley	383,124,592	9.93	–	–
Tembusu ⁽³⁾	–	–	611,944,427	15.86
Temasek ⁽⁴⁾	–	–	1,314,305,681	34.07

Notes:

(1) As at the Latest Practicable Date, there are 3,858,157,565 Units in issue.

(2) KCL is deemed to have an interest in the Units which its wholly-owned subsidiary, KI, has interest.

(3) Tembusu is deemed to have an interest in the Units in which its subsidiaries have interests.

(4) Temasek is deemed to have an interest in the Units in which the KCL group and other subsidiaries and associated companies of Temasek hold or have deemed interests.

7 ABSTENTIONS FROM VOTING

As at the Latest Practicable Date, KCL, through KI, has a deemed interest in 702,361,054 Units, which comprises approximately 18.20% of the total number of Units in issue. Temasek, through the interests of Tembusu, KCL and DBS Bank Ltd., has a deemed interest in 1,314,305,681 Units, which comprises approximately 34.07% of the total number of Units in issue.

By virtue of their interests in the Unitholders' Mandate, as proposed to be renewed, Temasek, KCL, KC, KI and their associates, including the Trustee-Manager, will abstain from voting on Resolution 4 relating to the proposed renewal of the Unitholders' Mandate at the 2018 AGM in respect of Units (if any) held by them. Further, each of them will decline to accept appointment as proxy to vote at the 2018 AGM in respect of Resolution 4 unless the Unitholder concerned shall have given specific instructions as to the manner in which his/her votes are to be cast.

All Directors will abstain from voting on Resolution 4, relating to the proposed renewal of the Unitholders' Mandate in respect of Units (if any) held by them and decline to accept appointment as proxy to vote at the 2018 AGM in respect of Resolution 4 unless the Unitholder concerned shall have given specific instructions as to the manner in which his/her votes are to be cast. The Trustee-Manager will disregard any votes cast at the AGM on Resolution 4 by its Directors, Temasek, KCL, KC, KI and their associates, including the Trustee-Manager.

8 DIRECTORS' RECOMMENDATIONS

8.1 The Proposed Renewal of the Unitholders' Mandate for Interested Person Transactions

Having considered the relevant factors, including the rationale for the proposed renewal of the Unitholders' Mandate for Interested Person Transactions as set out in paragraph 2 of this Appendix, the Directors (save for Mr Koh Ban Heng, Mr Kunnasagaran Chinniah and Ms Christina Tan Hua Mui) is of the opinion that the proposed renewal of the Unitholders' Mandate is in the best interests of KIT and not prejudicial to the interests of minority Unitholders.

Accordingly, the Directors (save for Mr Koh Ban Heng, Mr Kunnasagaran Chinniah and Ms Christina Tan Hua Mui) recommends that Unitholders vote in favour of Resolution 4, relating to the proposed renewal of the Unitholders' Mandate at the forthcoming 2018 AGM.

8.2 The Proposed Unit Buy-Back Trust Deed Supplement

Having considered the relevant factors, including the rationale for the Proposed Unit Buy-Back Trust Deed Supplement as set out in paragraph 3 of this Appendix, the Directors recommend that Unitholders vote at the AGM in favour of the resolution relating to the Proposed Unit Buy-Back Trust Deed Supplement.

8.3 The Proposed Unit Buy-Back Mandate

Having considered the relevant factors, including the rationale for the Proposed Unit Buy-Back Mandate as set out in paragraph 4 of this Appendix, the Directors recommend that Unitholders vote at the AGM in favour of the resolution relating to the Proposed Unit Buy-Back Mandate.

8.4 The Proposed Communications Trust Deed Supplement

Having considered the relevant factors, including the rationale for the Proposed Communications Trust Deed Supplement as set out in paragraph 5 of this Appendix, the Directors recommend that Unitholders vote at the AGM in favour of the resolution relating to the Proposed Communications Trust Deed Supplement.

9 DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Appendix and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Appendix constitutes full and true disclosure of all material facts about the proposed renewal of the Unitholders' Mandate for Interested Person Transactions, the Proposed Unit Buy-Back Trust Deed Supplement, the Proposed Unit Buy-Back Mandate and the Proposed Communications Trust Deed Supplement, KIT and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Appendix misleading.

Where information in this Appendix has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Appendix in its proper form and context.

10 DOCUMENT ON DISPLAY

The Trust Deed will be available for inspection during normal business hours at the registered office of the Trustee-Manager at 1 HarbourFront Avenue, #18-01 Keppel Bay Tower, Singapore 098632 for so long as KIT is in existence.

IMPORTANT NOTICE

This Appendix does not constitute or form part of an offer, invitation or solicitation of any offer to purchase or subscribe for any securities of KIT in Singapore or any other jurisdictions. The value of Units and the income derived from them may fall as well as rise. Units are not obligations of, deposits in, or guaranteed by, the Trustee-Manager or any of its affiliates. An investment in Units is subject to investment risks, including the possible loss of the principal amount invested.

Unitholders have no right to request the Trustee-Manager to repurchase their Units for so long as the Units are listed on the SGX-ST. It is intended that Unitholders may only deal in their Units through trading on the SGX-ST. Listing of the Units on the SGX-ST does not guarantee a liquid market for the Units. The past performance of KIT is not indicative of the future performance of KIT. Similarly, the past performance of the Trustee-Manager is not indicative of the future performance of the Trustee-Manager.

This Appendix may contain forward-looking statements that involve assumptions, risks and uncertainties. Actual future performance, outcomes and results may differ materially from those expressed in forward-looking statements as a result of a number of risks, uncertainties and assumptions. Representative examples of these factors include (without limitation) general industry and economic conditions, interest rate trends, cost of capital and capital availability, competition from other developments or companies, shifts in expected levels of occupancy rate, property rental income, charge out collections, changes in operating expenses (including employee wages, benefits and training costs), governmental and public policy changes and the continued availability of financing in the amounts and the terms necessary to support future business. You are cautioned not to place undue reliance on these forward-looking statements, which are based on the Trustee-Manager's current view on future events.

UNITHOLDERS' MANDATE FOR INTERESTED PERSON TRANSACTIONS

In this Annex, the following definitions apply throughout unless otherwise stated. Capitalised terms not defined in this Annex shall have the same meaning as defined in this Appendix.

AGM	:	The annual general meeting
Approved Exchange	:	A stock exchange that has rules which safeguard the interests of shareholders/unitholders against interested person transactions according to similar principles to Chapter 9 of the Listing Manual
Approving Authority	:	The relevant approving authority whose approval must be obtained before an Interested Person Transaction can be executed, as described in paragraphs 7.2.5(b) and 7.3.3 of Annex A of this Appendix
Associate	:	In the case of a business trust, <ul style="list-style-type: none"> (a) in relation to any director, chief executive officer, or controlling shareholder of the trustee-manager, substantial shareholder of the trustee-manager, substantial unitholder or controlling unitholder of the business trust (being an individual), means: <ul style="list-style-type: none"> (i) his immediate family member; (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more; and (b) in relation to the controlling shareholder of the Trustee-Manager or substantial unitholder or controlling unitholder of the business trust (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more
Audit and Risk Committee	:	The audit and risk committee of the Trustee-Manager
CEO	:	The chief executive officer of the Trustee-Manager
CFO	:	The chief financial officer of the Trustee-Manager

Control	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company.
Controlling Unitholder	:	A person who: (a) holds directly or indirectly 15% or more of the total number of issued units in a business trust (unless the SGX-ST has determined such a person not to be a controlling unitholder); or (b) in fact exercises control over a business trust
Directors	:	The Directors of the Trustee-Manager for the time being
DPU	:	Distribution per Unit
EAR Group	:	(a) KIT; (b) subsidiaries of KIT (excluding subsidiaries listed on the SGX-ST or an Approved Exchange); and (c) associated companies of KIT (other than an associated company that is listed on the SGX-ST or an Approved Exchange) over which KIT and its subsidiaries, or the KIT Group and its interested person(s), has or have control, and “ EAR ” means each of them
Interested Person Transactions	:	The categories of transactions by the EAR Group, or any of them, with the Interested Persons which fall within the Unitholders’ Mandate, as set out in paragraph 6 of this Annex
Interested Persons	:	(a) The sponsor of KIT, which is a controlling unitholder of KIT, and its Associates; (b) a director, chief executive officer or controlling shareholder of the Trustee-Manager; (c) Trustee-Manager or controlling unitholder of KIT (other than the controlling unitholder described in sub-paragraph (a) above); and (d) an Associate of any of the persons or entities in sub-paragraphs (b) and (c) above, and “ Interested Person ” means each of them
KIFM	:	Keppel Infrastructure Fund Management Pte. Ltd., a company incorporated in the Republic of Singapore
KIT	:	Keppel Infrastructure Trust, a business trust constituted in the Republic of Singapore and registered with MAS
KIT Group or Group	:	KIT and its subsidiaries, if any

Market Capitalisation	:	The market capitalisation of KIT as at any date means the product of: (a) the weighted average number of Units in issue as at the end of the financial year of KIT immediately preceding such date, measured over the last 15 trading days prior to the end of that financial year; and (b) the volume weighted average price of all Units traded on the SGX-ST over such 15-trading day period
NTA	:	Total assets of the Group less the total liabilities of the Group, in each case excluding intangible assets and goodwill, before minority interest.
Review Committee	:	A committee comprising a Director, and either the chief executive officer or chief financial officer of the Trustee-Manager for the time being, and such other person as the Board may from time to time appoint. For the avoidance of doubt, a Director shall not form part of the Review Committee in the event that such Director has an interest in the relevant transaction
Treasury Transactions	:	Means the treasury transactions between any member within the EAR Group and any Interested Person
Trustee-Manager	:	KIFM, acting in its capacity as trustee-manager of KIT
Unitholders	:	The registered holders for the time being of a Unit, including person(s) so registered as joint holders, except where the registered holder is CDP, the term “ Unitholder ” shall, in relation to Units registered in the name of CDP, mean, where the context requires, the Depositor whose Securities Account with CDP is credited with Units
Unit	:	An undivided interest in KIT, as provided for in the Trust Deed.

THE UNITHOLDERS' MANDATE

1 CHAPTER 9 OF THE LISTING MANUAL

- 1.1 Chapter 9 of the Listing Manual governs transactions by a listed business trust as well as transactions by its subsidiaries and associated companies that are considered to be at risk, with the listed business trust's interested persons. When this Chapter applies to a transaction and the value of that transaction alone or in aggregation with other transactions conducted with the interested person during the financial year reaches, or exceeds, certain materiality thresholds, the listed business trust is required to make an immediate announcement, or to make an immediate announcement and seek its unitholders' approval for that transaction.
- 1.2 Except for certain transactions which, by reason of the nature of such transactions, are not considered to put the listed business trust at risk and hence are excluded from the ambit of Chapter 9 of the Listing Manual, immediate announcement and unitholders' approval would be required in respect of transactions with interested persons if certain financial thresholds, which are based on the value of the transaction as compared with the listed business trust's latest audited consolidated NTA are reached or exceeded.

In particular, an immediate announcement is required where:

- (a) the transaction is of a value equal to, or more than, 3% of the listed business trust's latest audited consolidated NTA; or
- (b) the aggregate value of all transactions entered into with the same interested person during the same financial year amounts to 3% or more of the listed business trust's latest audited consolidated NTA; and

unitholders' approval (in addition to an immediate announcement) is required where:

- (a) the transaction is of a value equal to, or more than, 5% of the listed business trust's latest audited consolidated NTA; or
- (b) the transaction, when aggregated with other transactions entered into with the same interested person during the same financial year, is of a value equal to, or more than, 5% of the listed business trust's latest audited consolidated NTA.

In interpreting the term "same interested person" for the purpose of aggregation, the following applies:

- (I) transactions between an entity at risk and interested persons who are members of the same group are deemed to be transactions between the entity at risk with the same interested person; and
- (II) if an interested person (which is a member of a group) is listed, its transactions with the entity at risk need not be aggregated with transactions between the entity at risk and other interested persons of the same group, provided that the listed interested person and other listed interested persons have boards the majority of whose directors are different and are not accustomed to act on the instructions of the other interested persons and their associates and have audit and risk committees whose members are completely different.

- 1.3** Pursuant to a ruling issued by the SGX-ST on 25 August 2009, KIT is permitted to calculate the materiality of its interested person transactions based on its Market Capitalisation of the preceding financial year (instead of its latest audited consolidated NTA) for so long as the latest audited consolidated NTA of KIT remains negative. The audited consolidated NTA of KIT for the financial year ended 31 March 2012 was positive. Pursuant to a further ruling issued by the SGX-ST on 23 May 2012, KIT may continue to calculate the materiality of its interested person transactions based on its Market Capitalisation of the preceding financial year (instead of its latest audited consolidated NTA). In the event that KIT records sustained positive consolidated NTA for at least two consecutive financial years (including the financial year ended 31 March 2012), it will consult the SGX-ST on the appropriate measure to be used for the computation of materiality thresholds for its interested person transactions. While the audited consolidated NTA of KIT for the financial year ended 31 March 2015 was negative, the audited consolidated NTA of KIT for the financial years ended 31 December 2015 and 31 December 2016 were positive. Accordingly, KIT consulted the SGX-ST on the appropriate measure to be used for the computation of materiality thresholds for its interested person transactions. Pursuant to a further ruling issued by the SGX-ST on 29 December 2016, for the period commencing from the date of the 2017 AGM (i.e. 18 April 2017), KIT will calculate the materiality of its interested person transactions based on its latest audited consolidated NTA (instead of its Market Capitalisation of the preceding financial year).

Accordingly, save for any transaction below S\$100,000:

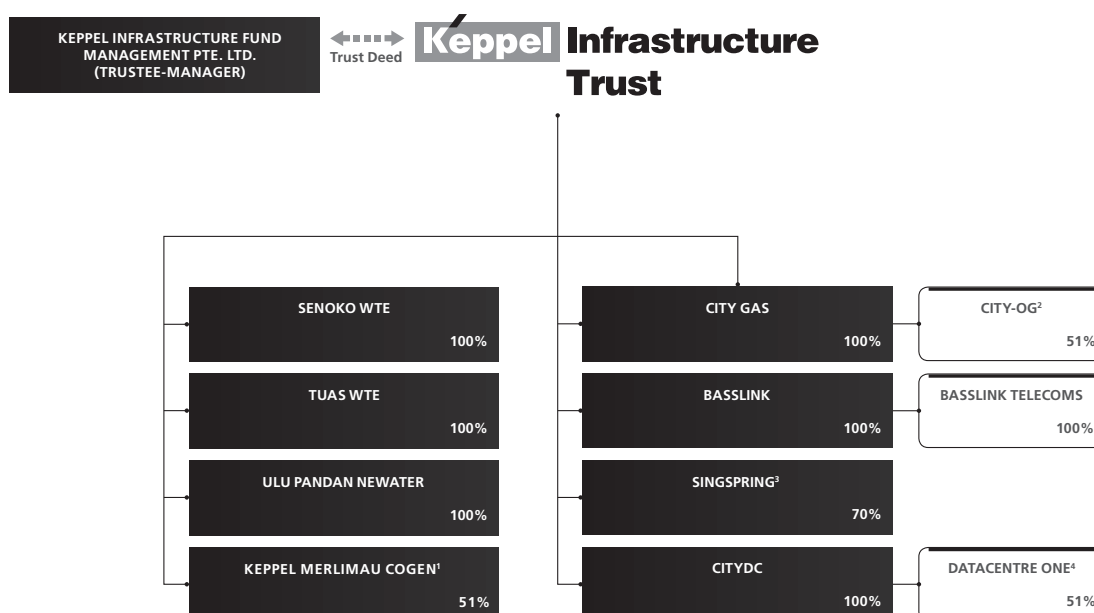
- (1) an immediate announcement is required where:
 - (i) the interested person transaction is of a value equal to, or more than, 3% of KIT's latest audited consolidated NTA; or
 - (ii) the aggregate value of all interested person transactions entered into with the same interested person during the same financial year amounts to 3% or more of KIT's latest audited consolidated NTA; and
 - (2) Unitholders' approval (in addition to an immediate announcement) is required where:
 - (i) the interested person transaction is of a value equal to, or more than, 5% of KIT's latest audited consolidated NTA; or
 - (ii) the interested person transaction, when aggregated with other transactions entered into with the same interested person during the same financial year, is of a value equal to, or more than, 5% of KIT's latest audited consolidated NTA.
- 1.4** Chapter 9 of the Listing Manual permits a listed business trust to seek a general mandate from its unitholders for recurrent transactions of a revenue or trading nature or those necessary for its day-to-day operations such as the purchase and sale of supplies and materials (but not in respect of the purchase or sale of assets, undertakings or businesses), which may be carried out with the listed business trust's interested persons. A general mandate is subject to annual renewal.

1.5 In general, for the purposes of Chapter 9 of the Listing Manual, transaction(s) between:

- (a) an entity at risk (namely KIT, a subsidiary of KIT that is not listed on the SGX-ST or an Approved Exchange, or an associated company of KIT that is not listed on the SGX-ST or an Approved Exchange, provided that the Group, or the Group and its interested person(s), has control over the associated company); and
- (b) any of its interested persons (namely the Trustee-Manager (acting in its personal capacity), a related corporation or related entity of the Trustee-Manager (other than a subsidiary or subsidiary entity of KIT), a Director, CEO or controlling shareholder of the Trustee-Manager, a Controlling Unitholder or an Associate of any such Director, CEO, controlling shareholder or Controlling Unitholder),

would constitute an interested person transaction.

Group Structure of the Entities At Risk



Notes:

- (1) Keppel Energy Pte Ltd holds the remaining 49% equity interest in Keppel Merlimau Cogen.
- (2) Osaka Gas Singapore Pte. Ltd. holds the remaining 49% equity interest in City-OG.
- (3) Hyflux Ltd holds the remaining 30% equity interest in SingSpring.
- (4) WDC Development Pte. Ltd. holds the remaining 49% equity interest in DataCentre One.
- (5) The above unitholdings are as at 31 December 2017.

2 RATIONALE FOR THE UNITHOLDERS' MANDATE

2.1 It is envisaged that in the ordinary course of their business, transactions between members in the EAR Group (as defined below) and KIT's interested persons are likely to occur from time to time. Such transactions would include, but are not limited to, the obtaining of goods and services in the ordinary course of business of the EAR Group from KIT's interested persons.

2.2 In view of the time-sensitive nature of commercial transactions and the frequency of commercial transactions between members in the EAR Group and KIT's interested persons, obtaining the Unitholders' Mandate pursuant to Chapter 9 of the Listing Manual will enable:

- (a) KIT;
- (b) subsidiaries of KIT (excluding subsidiaries listed on the SGX-ST or an Approved Exchange); and
- (c) associated companies of KIT (other than an associated company that is listed on the SGX-ST or an Approved Exchange) over which KIT and its subsidiaries (the "KIT Group"), or the KIT Group and its interested person(s), has or have control,

(together, the "EAR Group", each an "EAR"), or any of them, in the ordinary course of their businesses, to enter into the categories of transactions set out in paragraph 6 below with the specified classes of KIT's interested persons set out in paragraph 5 below which are necessary for the day-to-day operations of KIT, provided such Interested Person Transactions are made on normal commercial terms.

3 BENEFIT TO UNITHOLDERS

The Unitholders' Mandate would eliminate the need for KIT to announce, or to announce and convene separate general meetings from time to time to seek Unitholders' prior approval for any potential interested person transaction that may arise from time to time, thereby substantially reducing administrative time, inconvenience and expenses associated with the convening of such meetings (including the engagement of external advisers and preparation of documents) on an ad-hoc basis, without compromising the corporate objectives of KIT and/or adversely affecting the business opportunities available to the Group.

4 SCOPE OF THE UNITHOLDERS' MANDATE

4.1 The Unitholders' Mandate will cover the transactions arising in the ordinary course of business as set out in paragraph 6 below.

4.2 The Unitholders' Mandate will not cover any Interested Person Transaction which has a value below S\$100,000 as the threshold and aggregate requirements of Chapter 9 of the Listing Manual do not apply to such transactions.

4.3 Transactions with Interested Person which do not come within the ambit of the Unitholders' Mandate will be subject to applicable provisions of Chapter 9 of the Listing Manual and/or other applicable provisions of the Listing Manual.

5 CLASSES OF INTERESTED PERSONS

The Unitholders' Mandate will apply to the Interested Person Transactions which are carried out with the following classes of Interested Persons:

- (a) the sponsor of KIT⁽¹⁾, which is a Controlling Unitholder, and its Associates;
- (b) a director, chief executive officer or controlling shareholder of the Trustee-Manager;
- (c) Trustee-Manager or Controlling Unitholder⁽²⁾ (other than the Controlling Unitholder described in sub-paragraph (a) above); and
- (d) an Associate of any of the persons or entities in (b) and (c) above (each, an "Interested Person").

Transactions with Interested Persons which do not fall within the ambit of the Unitholders' Mandate shall be subject to the relevant provisions of Chapter 9 of the Listing Manual.

Notes:

- (1) The sponsor of KIT is Keppel Infrastructure Holdings Pte. Ltd.
- (2) Controlling Unitholder includes Temasek Holdings (Private) Limited.

6 CATEGORIES OF INTERESTED PERSON TRANSACTIONS

The Interested Person Transactions with the Interested Persons which will be covered by the Unitholders' Mandate are set out below:

- (i) the provision of production and retailing of town gas, retailing of natural gas, and supply of liquefied petroleum gas;
- (ii) the provision and obtaining of natural gas;
- (iii) the provision of gas-supply related services (such as call centre services, service crew services, meter services, gas connection, maintenance, inspection of gas installations and servicing of burners and gas stoves);
- (iv) the sale of gas-related appliances, such as, but not limited to, gas cooker hobs and hoods, gas water heaters, gas stove and grills, gas ovens, commercial burners, and gas operated clothes dryers. The sale of gas-related appliances is in the ordinary course of business of the EAR Group and does not fall under the ambit of Chapter 10 of the Listing Manual;
- (v) the provision and obtaining of utilities services such as electricity, gas and water;
- (vi) the provision and obtaining of energy-related products and services, including but not limited to:
 - (a) the engagement of contractors and suppliers for the development and construction of energy-related projects and the purchase of materials, plant and machinery for such projects;
 - (b) the purchase of meter reading, data management, power transmission and other essential regulated services required by an electricity retailer;
 - (c) the hedging of electricity prices with electricity generating companies;
 - (d) the purchase of gas distribution, power transmission, metering services and other essential regulated services required by a power generator;

- (e) the provision and obtaining of NEWater, processed water, demineralised water, steam, cooling water and other utility services; and
 - (f) the provision of performance guarantees by the relevant party in relation to obligations to be performed under the transactions described in sub-paragraphs (vi)(a) to (vi)(e) above;
- (vii) the provision and obtaining of engineering-related products and services, including but not limited to:
- (a) the receipt of engineering, procurement and construction services in infrastructure, industrial and commercial developments;
 - (b) the purchase of material handling equipment and heavy cranes, services relating to structural steel engineering, comprehensive operations and maintenance services, and precision engineering services;
 - (c) the purchase of services for supply, install, repair and service automation, instrumentation and control systems;
 - (d) the purchase of general engineering contracting and fabrication services and building materials, equipment and products;
 - (e) the purchase of environmental engineering design, process technology and equipment and services in environmental engineering business; and
 - (f) the purchase of services for the development and construction of infrastructural plants in environmental business and other services required for such development and construction;
- (viii) the provision and obtaining of management services and the management of tender projects, including but not limited to application for the relevant permits, licences and approvals, management of tender process, advice on appointment of consultants, liaison with consultants and contractors, supervision of construction work and the provision of financial and administrative support services related to such projects;
- (ix) the engagement of operators for the provision of operations and maintenance services for infrastructure, industrial and commercial projects;
- (x) treasury transactions (“**Treasury Transactions**”) between any member within the EAR Group and any Interested Person, for example:
- (a) the placement of funds with any Interested Person;
 - (b) the borrowing of funds from any Interested Person;
 - (c) the entry into foreign exchange, swap and option transactions with any Interested Person; and
 - (d) the subscription of debt securities issued by any Interested Person, the issue of debt securities to any Interested Person, the purchase from any Interested Person of debt securities previously issued by such Interested Person, or the sale to any Interested Person of debt securities previously issued by any member within the EAR Group.

The EAR Group can benefit from the more competitive rates and quotes offered by the Interested Persons by leveraging on the financial strength and credit standing of the Interested Persons for placement of funds with, borrowings from, foreign exchange, swap and option transactions with, and the subscription and purchase of debt securities from the Interested Persons. In respect of the subscription or purchase of debt securities from the Interested Persons, the EAR Group can benefit from the flexibility in cash management this provides. The EAR Group will only subscribe for or purchase such debt securities after assessment of the credit risk of the relevant Interested Person, and the rates secured will not be less favourable than those from other third parties. In respect of the issue or sale of debt securities to the Interested Persons, the EAR Group can benefit from the financial support of the Interested Persons arising from such issuance or sale, which will be on terms no less favourable to the EAR Group than those issued or sold to other third parties;

- (xi) the provision and obtaining of transmission and transportation network services;
- (xii) the obtaining of security services and telecommunications and related services including but not limited to phone, paging and messaging services, voice recognition systems, installation and infrastructure services for telecommunications systems and the sale and purchase of telecommunications products and equipment;
- (xiii) the obtaining of technology solutions, including but not limited to data storage, data centre and hosting services, software licences, design and other technology services;
- (xiv) the obtaining of services relating to development and management of network infrastructure and automation devices;
- (xv) the obtaining of information technology support services, information technology products and equipment and the obtaining of repair and maintenance services in respect of software and information technology products;
- (xvi) the rental of premises, and the obtaining of building maintenance services and facility and property management services;
- (xvii) the provision and obtaining of professional and consultancy services;
- (xviii) the provision of arrangements which involves cost sharing or reimbursement of expenses (such as security services, utilities, telephone, printing, overseas travelling and related expenses, transport, entertainment and insurance etc); and
- (xix) the provision or the obtaining of such other products and/or services which are incidental to or in connection with the provision or obtaining of products and/or services in sub-paragraphs (i) to (xviii) above.

7 REVIEW PROCEDURES FOR INTERESTED PERSON TRANSACTIONS

7.1 The EAR Group has established the following procedures to ensure that Interested Person Transactions are undertaken on an arm's length basis and on normal commercial terms.

7.2 In general, there are procedures established by the EAR Group to ensure that the Interested Person Transactions with Interested Persons are undertaken on an arm's length basis and on normal commercial terms consistent with the EAR Group's usual business practices and policies, which are generally no more favourable to the Interested Persons than those extended to unrelated third parties, and will not be prejudicial to the interests of KIT and its minority Unitholders.

In particular, the following review procedures have been put in place:

7.2.1 Sales of products and/or services to an Interested Person

The review procedures are:

- (a) current market prices from a reliable source are to be used as the basis for pricing. Prices for sale of products and/or services to an Interested Person are to be:
 - (i) based on comparable prices to at least two unrelated third party customers for similar products;
 - (ii) competitive with comparable alternate products available to customers; and
 - (iii) consistent with the usual margin sold by the company/trust for similar type of product,to ensure that the price and terms extended to Interested Persons are no more favourable than those extended to unrelated third parties for the same or substantially similar types of products and/or services;
- (b) where the prevailing market rates or prices are not available due to the nature of the service to be provided or the product to be sold, the EAR Group's pricing for such services to be provided or products to be sold to Interested Persons is determined in accordance with the EAR Group's usual business practices and pricing policies, consistent with the usual margin to be obtained by the EAR Group for the same or substantially similar type of contract or transaction with unrelated third parties. In determining the transaction price payable by Interested Persons for such services or products, the Approving Authority will take into consideration factors such as, but not limited to, quantity, volume, consumption, customer requirements, customer's available alternate product/service, specifications, payment terms, contractual compliance, duration of contract and strategic purposes of the transaction will be taken into account; and
- (c) all sales transactions which are Interested Person Transactions with contract value above S\$100,000 are to be documented and approved using prescribed evaluation form.

7.2.2 Purchase of products and/or services from an Interested Person (including cost sharing arrangements)

The review procedures are:

- (a) quotations are to be obtained from at least two unrelated third parties supplying the similar type of products and/or services. The tender process, if applicable, shall be conducted with transparency and in an equitable manner to all parties, with proper tendering procedures and evaluations;
- (b) the quotations will be used as a basis for comparison to ensure that the price and terms:
 - (i) extended by the Interested Persons are no less favourable than the price and terms offered by such Interested Persons to unrelated third parties; and
 - (ii) are comparable to those offered by unrelated third parties for the same or substantially similar type of products and/or services.

In determining whether the price and terms offered by the Interested Person are fair and reasonable, the capacity, reliability, suitability, quality of the product or services and the experience and expertise of the supplier Interested Person shall be taken into consideration. The prices are to be in accordance with the existing agreement if there is a contractual agreement signed with an Interested Person;

- (c) in the event that quotations from unrelated third party vendors cannot be obtained (for instance, if there are no unrelated third party vendors of similar products or services, or if the product is a proprietary item), the Approving Authority (as long as they have no interest, direct or indirect in that transaction) will determine whether the price and terms offered by the Interested Persons are fair and reasonable. If the Approving Authority has an interest in the transaction, whether direct or indirect, the reasonableness of the price shall be determined by the Audit and Risk Committee; and
- (d) all purchase transactions which are Interested Person Transactions with contract value above S\$100,000 have to be documented and approved using prescribed evaluation form.

7.2.3 Rental Agreements with an Interested Person

The review procedures are:

- (a) in determining whether the rental rates offered by the Interested Person are fair and reasonable, factors such as, but not limited to, current prevailing rental rates that are charged to third parties with comparable size and location of the unit, actual area occupied (where it is a sub-lease) and duration of the lease are taken into consideration;

- (b) when entering into a rental agreement with an Interested Person and before the renewal of such a rental agreement for subsequent terms, similar rental rate comparisons shall be obtained from two independent and established property consultants for comparison; and
- (c) all rental transactions which are Interested Person Transactions with contract value above S\$100,000 have to be documented and approved using prescribed evaluation form.

7.2.4 Reimbursement of expenses to an Interested Person

The review procedure requires that expenses incurred shall be in the ordinary course of business and reasonable in the circumstances.

7.2.5 Treasury Transactions with an Interested Person

- (a) The review procedures are:

- (i) Placements

In relation to any placement with any Interested Person by any member within the EAR Group of its funds, quotations shall be obtained from such Interested Person and at least one of the principal bankers of KIT for interest rates for deposits with such bankers. Such member within the EAR Group will place its funds with such Interested Person only if the interest rate quoted is not less favourable than that quoted by such principal banker(s). In addition, such member shall comply with the procedures set out in sub-paragraph (b)(ii) below.

- (ii) Borrowings

In relation to the borrowings of funds from any Interested Person by any member within the EAR Group, quotations shall be obtained from such Interested Person and at least one of the principal bankers of KIT for interest rates and conditions of loans from such bankers. Such member within the EAR Group will borrow funds from such Interested Person only if the interest rate and conditions quoted are not less favourable than those quoted by such principal banker(s). In cases where such principal banker(s) is/are unable to quote a rate for the loan for any reason whatsoever (for example, where the banks have reached their exposure, credit or lending limits in respect of their lending activities, or in respect of their lending limits to the EAR Group), the member within the EAR Group shall be able to borrow the funds from the Interested Person. In addition, such member shall comply with the procedures set out in sub-paragraph (b)(i) below.

- (iii) Foreign exchange, swap and option transactions

In relation to foreign exchange, swap and option transactions with any Interested Person by any member within the EAR Group, quotations shall be obtained from such Interested Person and at least one of the principal bankers of KIT. Such member within the EAR Group will enter into such foreign exchange, swap or option

transactions with such Interested Person only if the rates quoted are not less favourable than the rates quoted by such principal banker(s). In addition, such member shall comply with the procedures in sub-paragraph (b)(iii) below.

(iv) Debt securities

In relation to the subscription of debt securities issued by any Interested Person, or the purchase from any Interested Person of debt securities previously issued by such Interested Person, such transactions will be entered into by members within the EAR Group only if the consideration for such debt securities is not more than that at which such debt securities are subscribed or purchased by any other third parties. Conversely, members within the EAR Group will only issue new debt securities or sell debt securities (previously issued by any member within the EAR Group) to Interested Persons at prices not lower than the prices at which such debt securities are issued or sold to third parties.

In addition, in relation to debt securities issued or sold by a member within the EAR Group to any Interested Person, and to debt securities subscribed or purchased from any Interested Person, such member shall comply with the procedures in sub-paragraph (b)(i) and b(ii) respectively below.

(b) The monitoring procedures are:

(i) Borrowings and debt securities issued or sold to Interested Persons

In relation to borrowings by a member within the EAR Group from the same Interested Person during the same financial year, or debt securities issued or sold by any member within the EAR Group to the same Interested Person during the same financial year:

Aggregate value of the interest expense ⁽¹⁾ incurred by the EAR Group on borrowings from, and debt securities issued and/or sold to, any Interested Person	Monitoring procedures
Equals to or exceeds S\$100,000 but less than S\$10,000,000	– Subsequent borrowings from, or issue or sale of debt securities to, that Interested Person is subject to review and approval by the Review Committee, taking into consideration the relevant terms and conditions which includes pricing of the borrowings and debt securities

Aggregate value of the interest expense ⁽¹⁾ incurred by the EAR Group on borrowings from, and debt securities issued and/or sold to, any Interested Person	Monitoring procedures
Equals to or exceeds S\$10,000,000 but less than S\$20,000,000	<ul style="list-style-type: none"> – Subsequent borrowings from, or issue or sale of debt securities to, that Interested Person is subject to review and approval by the Review Committee and the Chairman of the Board or, if he has an interest in the Interested Person Transaction, another member of the Audit and Risk Committee, taking into consideration the relevant terms and conditions which includes pricing of the borrowings and debt securities. For the avoidance of doubt, the aforementioned Chairman of the Board or the Audit and Risk Committee member, as the case may be, shall not form part of the Review Committee
Equals to or exceeds S\$20,000,000	<ul style="list-style-type: none"> – Subsequent borrowings from, or issue or sale of debt securities to, that Interested Person is subject to review and approval by the Audit and Risk Committee, taking into consideration the relevant terms and conditions which includes pricing of the borrowings and debt securities

Note:

- (1) Under Rule 909 of the Listing Manual, in respect of borrowings from, and debt securities issued or sold to, any Interested Person, the value of the transaction, being the amount at risk to KIT, is the interest payable on such borrowings and debt securities.

(ii) Placements with and subscription and purchase of debt securities from Interested Persons

In relation to placements with the same Interested Person by any member within the EAR Group of its funds, or debt securities subscribed or purchased from the same Interested Person by any member within the EAR Group, during the same financial year:

Aggregate of the principal amount of funds placed with, and all debt securities subscribed and/or purchased from, any Interested Person	Monitoring procedures
Equals to or less than S\$100,000,000	<ul style="list-style-type: none"> - No prior approval required from Audit and Risk Committee - Reviewed on a quarterly basis by the Audit and Risk Committee. The Audit and Risk Committee shall have the power to implement further measures to enhance the review and reporting processes if, in its opinion, it would be beneficial to KIT
Exceeds S\$100,000,000	<ul style="list-style-type: none"> - Additional placements of funds with, or debt securities subscribed and/or purchased from, that Interested Person shall require the prior approval of the Audit and Risk Committee, taking into consideration the relevant terms and conditions which includes pricing of the funds and debt securities

(iii) Foreign exchange, swap and option transactions

In relation to any foreign exchange, swap and option transactions with the same Interested Person by any member within the EAR Group during the same financial year:

Aggregate of the principal amount of foreign exchange, swap and option transactions with any Interested Person	Monitoring procedures
Equals to or less than S\$100,000,000	<ul style="list-style-type: none"> - No prior approval required from Audit and Risk Committee - Reviewed on a quarterly basis by the Audit and Risk Committee. The Audit and Risk Committee shall have the power to implement further measures to enhance the review and reporting processes if, in its opinion, it would be beneficial to KIT
Exceeds S\$100,000,000	<ul style="list-style-type: none"> - Each additional foreign exchange, swap and option transaction entered into with, that Interested Person shall require the prior approval of the Audit and Risk Committee, taking into consideration the relevant terms and conditions which includes pricing of the transaction

7.3 Unless otherwise provided, apart from the specific review procedures described above, the following general review procedures will apply to all Interested Person Transactions under the Unitholders' Mandate:

7.3.1 The Trustee-Manager will maintain a register of Interested Persons listing and a register of transactions carried out with Interested Persons pursuant to the Unitholders' Mandate. The basis, including the quotations obtained to support such basis, on which new and renewed Interested Person Transactions were entered into, will also be documented. A copy of the register of Interested Persons will be circulated to the Audit and Risk Committee, CEO, CFO and the company secretaries of the Trustee-Manager on an annual basis or whenever there is any change. The register of Interested Persons will be sent to the EAR Group on a quarterly basis for their necessary monitoring.

Interested Persons in the EAR Group will submit an annual declaration of their interests in the EAR Group at the end of each financial year.

7.3.2 In order to ensure that the Interested Person Transactions are undertaken on an arm's length basis and on normal commercial terms, and will not be prejudicial to the interests of KIT and its minority Unitholders, the Trustee-Manager has internal control procedures which detail matters such as the constitution of internal Approving Authorities and their monetary jurisdictions.

In the event that a member of the Approving Authority (where applicable) has an interest in relation to any Interested Person Transaction, whether direct or indirect, he will abstain from reviewing that particular transaction. In such instances, an alternate Approving Authority will be responsible for reviewing that transaction.

7.3.3 Save in respect of the Treasury Transactions, all Interested Person Transactions cannot be executed until the approval of the relevant Approving Authority (as set out in this paragraph 7.3.3) has been obtained. Approval limits (not applicable to any transaction below S\$100,000) for Interested Person Transactions under the Unitholders' Mandate (except Treasury Transactions) are as follows:

Approval limits based on individual transaction value	Approving Authority
Equals to or exceeds S\$100,000 but less than S\$10,000,000	– Subject to review and approval by the Review Committee
Equals to or exceeds S\$10,000,000 but less than S\$20,000,000	– Subject to review and approval by the Review Committee and the Chairman of the Board or, if he has an interest in the Interested Person Transaction, another member of the Audit and Risk Committee. For the avoidance of doubt, the aforementioned Chairman of the Board or the Audit and Risk Committee member, as the case may be, shall not form part of the Review Committee
Equals to or exceeds S\$20,000,000	– Subject to review and approval by the Audit and Risk Committee

For clarity, the review procedures which apply to the Treasury Transactions are set out in paragraph 7.2.5.

7.4 Recording of Interested Person Transactions

Details of all Interested Person Transactions will be fully disclosed to the internal auditors and the Audit and Risk Committee in a timely manner or immediately upon their request.

7.5 Review of Interested Person Transactions

7.5.1 Independent internal auditors will review all Interested Person Transactions of the EAR Group on a quarterly basis and submit report for Audit and Risk Committee's review. The Board and the Audit and Risk Committee shall review the internal audit reports to ascertain that the guidelines and procedures to monitor Interested Person Transactions have been complied with.

7.5.2 All the transactions reported in EAR's Interested Person Transactions reports will be aggregated according to the aggregation and disclosure requirements. All present and on-going Interested Person Transactions will be included in the transactions report. This will be reviewed by the CFO.

7.5.3 Audit and Risk Committee's review will include the examination of the nature of the transaction and its supporting documents or such other data deemed necessary by the Audit and Risk Committee.

8 VALIDITY PERIOD OF THE UNITHOLDERS' MANDATE

If approved by Unitholders at the AGM scheduled to be held on 17 April 2018, the Unitholders' Mandate will take effect from the date of passing of the ordinary resolution relating thereto, and will (unless revoked or varied by KIT in general meeting) continue in force until the next AGM of KIT. Approval from Unitholders will be sought for the renewal of the Unitholders' Mandate at the next AGM and at each subsequent AGM of KIT, subject to satisfactory review by the Audit and Risk Committee of its continued application to transactions with the Interested Persons.

9 DISCLOSURE IN ANNUAL REPORT

Disclosure will be made in KIT's annual report of the aggregate value of all Interested Person Transactions conducted with the Interested Persons pursuant to the Unitholders' Mandate during the current financial year, and in the annual reports for subsequent financial years that the Unitholders' Mandate continues in force, in accordance with the requirements of Chapter 9 of the Listing Manual.

PROPOSED UNIT BUY-BACK TRUST DEED SUPPLEMENT AND PROPOSED COMMUNICATIONS TRUST DEED SUPPLEMENT

1. Proposed Unit Buy-Back Trust Deed Supplement

In relation to the Proposed Unit Buy-Back Trust Deed Supplement, the proposed form of the amendments to the Trust Deed, subject to Unitholders passing the resolution to approve the Proposed Unit Buy-Back Trust Deed Supplement, is as follows:

- that Clause 1.1 of the Deed be amended by reflecting the addition as indicated by the underlined text below and the deletions as indicated by the underlined text below:

"1.1 In this Deed the following expressions have, except where the context otherwise require, the meanings respectively shown opposite them:

...

"Repurchase Charge" means a charge upon the repurchase of a Unit of such amount as may from time to time be fixed by the Trustee-Manager generally or in relation to any specific or class of transaction PROVIDED THAT it shall not exceed 2.0% (or such other percentage as the Trustee-Manager may determine) of the Repurchase Price at the time the request for repurchase of the Unit is accepted by the Manager; such expressions in the context of a given date shall refer to the charge or charges fixed by the Manager pursuant to this Deed and applicable on that date, PROVIDED FURTHER THAT this charge shall not apply while the Units are listed;

"Repurchase Price" means the repurchase price of Units referred to in Clause 7A.5;"

- that the Deed be amended by inserting the following Clause 7A immediately after Clause 7 of the Deed:

"7A. REPURCHASE OF UNITS BY THE TRUSTEE-MANAGER

7A.1 General

The Trustee-Manager is not obliged to repurchase Units so long as the Trust is listed. Where the Trustee-Manager offers to repurchase Units issued when the Trust is listed and, upon acceptance of such an offer, the Trustee-Manager shall do so at the Repurchase Price calculated in accordance with Clause 7A.5. In the event the Trustee-Manager decides to repurchase Units, such repurchase must comply with the Relevant Laws, Regulations and Guidelines (including Listing Rules) or any applicable laws and regulations.

7A.2 Holders' Approval

For so long as the Trust is listed on the SGX-ST, the Trustee-Manager may repurchase or otherwise acquire its issued Units on such terms and in such manner as the Trustee-Manager may from time to time think fit if it has obtained the prior approval of Holders in general meeting by passing an Ordinary Resolution (the "Unit Buy-Back Mandate"), in accordance with the Business Trusts Act and the provisions of this Deed but subject thereto and to other requirements of the Relevant Laws, Regulations and Guidelines (including Listing Rules).

7A.3 Maximum Limit

The total number of Units which may be repurchased pursuant to any Unit Buy-Back Mandate is limited to that number of Units representing not more than 10% of the total number of issued Units as at the date of the general meeting when such Unit Buy-Back Mandate is approved by Holders.

7A.4 Duration of Authority

Repurchases of Units may be made during the Relevant Period. "Relevant Period" is the period commencing from the date of the general meeting at which a Unit Buy-Back Mandate is sought and the resolution relating to the Unit Buy-Back Mandate is passed, and expiring on:

- (i) the date the next annual general meeting of the Trust is held;
- (ii) the date by which the next annual general meeting of the Trust is required by the Relevant Laws, Regulations and Guidelines (including Listing Rules) or this Deed to be held, whichever is earlier; or
- (iii) the date on which the repurchases of Units by the Trustee-Manager pursuant to the Unit Buy-Back Mandate are carried out to the full extent mandated,

whichever is earliest.

For the avoidance of doubt, the authority conferred on the Trustee-Manager by the Unit Buy-Back Mandate to repurchase Units may be renewed at the next general meeting.

7A.5 Repurchase Price

For so long as the Trust is listed and the Trustee-Manager decides to repurchase Units, the Repurchase Price shall be such price as determined in accordance with the Relevant Laws, Regulations and Guidelines (including Listing Rules).

The Repurchase Charge shall be retained by the Trustee-Manager for its own benefit and the adjustment shall be retained as part of the Trust Property. The Trustee-Manager may on any day differentiate between Holders as to the amount of the Repurchase Charge to be included (within the permitted limit) in the Repurchase Price of Units to be repurchased by the Trustee-Manager from them respectively. The bases on which the Trustee-Manager may make any differentiation as between Holders shall include, without limitation, Holders with large holdings of Units and Holders who have opted for a distribution reinvestment arrangement.

7A.6 Solvency Statement

The Trustee-Manager may repurchase Units out of the assets of the Trust by paying a sum sufficient to satisfy the Repurchase Price of the Units, provided that the board of directors of the Trustee-Manager makes a written statement, in accordance with a resolution of the board of directors of the Trustee-Manager and signed by not less than two directors, that the board of directors of the Trustee-Manager is satisfied on reasonable grounds that, immediately after the repurchase of Units, the Trustee-Manager will be able to fulfil from the Trust Property, the liabilities of the Trust as these liabilities fall due, in accordance with the requirements of the Relevant Laws, Regulations and Guidelines (including Listing Rules).

7A.7 Amendments to the Register

Where all the Units or a specified number of Units held by a Holder have been repurchased by the Trustee-Manager, the Trustee-Manager shall amend, or procure the amendment of the Register or the Depository Register (as the case may be), in respect of such number of Units.

7A.8 Manner of Repurchase

Subject always to the requirements of the Relevant Laws, Regulations and Guidelines (including Listing Rules), for so long as the Trust is listed, the Trustee-Manager may:

7A.8.1 repurchase or acquire Units on a securities exchange ("**Market Purchase**"); or

7A.8.2 make an offer to repurchase Units, otherwise than on a securities exchange and by way of an "off-market" acquisition of the Units on an "equal access scheme" (as defined below) ("**Off-Market Purchase**"),

and to deal with any of the Units so repurchased or acquired in accordance with this Clause 7A.

For the purpose of this Clause 7A, an equal access scheme is a scheme which satisfies the following criteria:

- (i) the offers under the scheme are to be made to every person who holds Units to repurchase or acquire the same percentage of their Units;
- (ii) all of those persons have a reasonable opportunity to accept the offers made to them; and
- (iii) the terms of all the offers are the same except that there shall be disregarded:
 - (a) differences in consideration attributable to the fact that the offers relate to Units with different accrued distribution entitlements;
 - (b) differences in consideration attributable to the fact that the offers relate to Units with different amounts remaining unpaid; and

- (c) differences in the offers introduced solely to ensure that each Holder is left with a whole number of Units.

7A.9 Procedure for Repurchase of Units via a Market Purchase

7A.9.1 For so long as the Trust is listed, where Units are repurchased via a Market Purchase, the notice of general meeting specifying the intention to propose a resolution to authorise a Market Purchase shall:

- (i) specify the maximum number of Units or the maximum percentage of Units authorised to be acquired or repurchased;
- (ii) determine the maximum price which may be paid for the Units (either by specifying a particular sum or by providing a basis or formula for calculating the amount of the price in question without reference to any person's discretion or opinion);
- (iii) specify a date on which the authority is to expire, being a date that must not be later than the date on which the next annual general meeting is, or is required by law to be, held, whichever is earlier; and
- (iv) specify the sources of funds to be used for the repurchase or acquisition including the amount of financing and its impact on the Trust's financial position.

7A.9.2 The resolution authorising a Market Purchase may be unconditional or subject to conditions and shall state the particulars set out in Clauses 7A.9.1(i) to 7A.9.1(iii).

7A.9.3 The authority for a Market Purchase may, from time to time, be varied or revoked by the Holders in a general meeting. A resolution to confer or vary the authority for a Market Purchase may determine the maximum price for repurchase or acquisition by:

- (i) specifying a particular sum; or
- (ii) providing a basis or formula for calculating the amount of the price in question without reference to any person's discretion or opinion.

7A.10 Procedure for Repurchase of Units via an Off-Market Purchase

7A.10.1 For so long as the Trust is listed, where Units are repurchased via an Off-Market Purchase, the notice of general meeting specifying the intention to propose a resolution to authorise an Off-Market Purchase shall:

- (i) specify the maximum number of Units or the maximum percentage of Units authorised to be acquired or repurchased;
- (ii) determine the maximum price which may be paid for the Units (either by specifying a particular sum or by providing a basis or formula for calculating the amount of the price in question without reference to any person's discretion or opinion);

- (iii) specify a date on which the authority is to expire, being a date that must not be later than the date on which the next annual general meeting is, or is required by law to be, held, whichever is earlier; and
- (iv) specify the sources of funds to be used for the repurchase or acquisition including the amount of financing and its impact on the Trust's financial position.

The resolution authorising an Off-Market Purchase may be unconditional or subject to conditions and shall state the particulars set out in Clauses 7A.10.1(i) to 7A.10.1(iii).

The authority for an Off-Market Purchase may, from time to time, be varied or revoked by the Holders in a general meeting. A resolution to confer or vary the authority for an Off-Market Purchase may determine the maximum price for repurchase or acquisition by:

- (a) specifying a particular sum; or
- (b) providing a basis or formula for calculating the amount of the price in question without reference to any person's discretion or opinion.

7A.10.4 For so long as the Trust is listed, in the event that the Trustee-Manager decides to make any offer to repurchase Units via an Off-Market Purchase, the Trustee-Manager will send an offer notice to Holders. Holders wishing to take up the offer will be asked to respond by sending a request in writing for the repurchase of their Units. At such request in writing of a Holder (or, in the case of Joint Holders, all the Joint Holders), the Trustee-Manager will repurchase, in accordance with this Clause 7A and the Business Trusts Act, such of the Units entered against his name in the Register or the Depository Register (as the case may be) as are required by the Holder to be repurchased.

7A.11 Reporting Requirements

Subject to the Relevant Laws, Regulations and Guidelines, for so long as the Trust is listed, the Trustee-Manager shall:

7A.11.1 notify the SGX-ST (in the form of an announcement on the SGX-ST) of all repurchases of Units in accordance with the Listing Rules and in such form and with such details as the SGX-ST may prescribe; and

7A.11.2 make an announcement on the SGX-ST at the same time it notifies the SGX-ST of any repurchase of Units pursuant to any Unit Buy-Back Mandate, that the board of directors of the Trustee-Manager is satisfied on reasonable grounds that, immediately after the repurchase of Units, the Trustee-Manager will be able to fulfil, from the Trust Property, the liabilities of the Trust as these liabilities fall due, in accordance with the Business Trusts Act.

2. Proposed Communications Trust Deed Supplement

In relation to the Proposed Communications Trust Deed Supplement, the proposed form of the amendments to the Trust Deed, subject to Unitholders passing the resolution to approve the Proposed Communications Trust Deed Supplement, is as follows:

- that Clause 1.1 of the Deed be amended by reflecting the addition as indicated by the underlined text below and the deletions as indicated by the underlined text below:

"1.1 In this Deed the following expressions have, except where the context otherwise require, the meanings respectively shown opposite them:

...

"Holder" in relation to unlisted Units, means the registered holder for the time being of Units including persons so registered as Joint Holders, and, in relation to listed Units, means the Depository and/or where applicable, the registered holder (other than the Depository), and the term "Holder" shall, in relation to Units which are listed on the SGX-ST and registered in the name of the Depository, mean, where the context requires, a Depositor provided that for the purposes of meetings of Holders held in accordance with the Schedule, such Holder shall mean a Depositor as shown in the records of the Depository as at (i) a time not later than 48 hours prior to the time of such a meeting of Holders supplied by the Depository to the Trustee-Manager (in so far as it complies with the Relevant Laws, Regulations and Guidelines) or (ii) such other time more than 48 hours before such a meeting of Holders as may be determined by the Trustee-Manager in so far as it complies with the Relevant Laws, Regulations and Guidelines;

- that Paragraph 4.5.7 of the Schedule of the Deed be amended as indicated by the deleted text below and replaced by the underlined text below:

"4.5.7 For the purposes of determining the number of Units held in respect of Units registered in the name of the Depository and the number of votes which a particular Holder may cast in respect of such Units, the Trustee-Manager shall be entitled and bound to accept as accurate the number of Units credited into the Securities Account(s) of the relevant depositor as shown in the records of the Depository as at (i) a time not earlier than 48 hours prior to the time of the relevant meeting, supplied by the Depository to the Trustee-Manager (in so far as it complies with the Relevant Laws, Regulations and Guidelines) or (ii) such other time more than 48 hours before such a meeting of Holders as may be determined by the Trustee-Manager in so far as it complies with the Relevant Laws, Regulations and Guidelines, and to accept as the maximum number of votes which in aggregate that depositor and his proxy(ies) (if any) are able to cast on a poll a number which is the number of Units credited into the Securities Account(s) of the relevant depositor, as shown in the aforementioned records of the Depository, whether that number is greater or smaller than that specified by the depositor or in the instrument of proxy. The Trustee-Manager shall not under any circumstances be responsible for, or liable to any person as a result of it, acting upon or relying on the aforementioned records of the Depository."

- that Paragraph 5.3 of the Schedule of the Deed be amended as indicated by the deleted text below and replaced by the underlined text below:

“5.3 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power of authority shall be deposited at such place as the Trustee-Manager may in the notice convening the meeting direct or if no such place is appointed then at the registered office of the Trustee-Manager (i) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or in the case of a poll before the time appointed for the taking of the poll) (in so far as it complies with the Relevant Laws, Regulations and Guidelines) or (ii) such other time more than 48 hours before such a meeting of Holders as may be determined by the Trustee-Manager in so far as it complies with the Relevant Laws, Regulations and Guidelines, at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of its execution. A person appointed to act as a proxy need not be a Holder.”
- that Paragraph 5.5 of the Schedule of the Deed be amended as indicated by the deleted text below and replaced by the underlined text below:

“5.5 A Holder who is not a relevant intermediary (as defined below) may appoint not more than two proxies to attend and vote at the same meeting; ~~provided that if the Holder is a Depositor, the Trustee-Manager shall be entitled and bound:~~

5.5.1 ~~to reject any instrument of proxy lodged if the Depositor is not shown to have any Units entered against his name in the Depository Register as at 48 hours before the time of the relevant meeting as certified by the Depository to the Trust; and~~

5.5.2 ~~to accept as the maximum number of votes which in aggregate the proxy or proxies appointed by the Depositor is or are able to cast on a poll a number which is the number of Units entered against the name of that Depositor in the Depository Register as at 48 hours before the time of the relevant meeting as certified by the Depository to the Trust, whether that number is greater or smaller than the number specified in any instrument of proxy executed by or on behalf of that Depositor.”~~
- that paragraphs 5.6 and 5.7 of the Schedule of the Deed be deleted in its entirety and the following insertions indicated by the underlined text below be inserted as the new paragraphs 5.6, 5.7, 5.8 and 5.9 of the Schedule of the Deed:

“5.6 In so far as it complies with the Relevant Laws, Regulations and Guidelines, the Trustee-Manager may agree to allow a Holder who is a relevant intermediary to appoint more than two proxies to exercise all or any of its rights to attend, speak and vote at every meeting. For the purpose of this Deed, “relevant intermediary” means: (i) a banking corporation licensed under the Banking Act, Chapter 19 of Singapore, or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds Units in that capacity; (ii) a person holding a capital markets services licence to provide custodial

services for securities under the Securities and Futures Act and who holds shares in that capacity; or (iii) (if applicable) the Central Provident Fund Board established by the Central Provident Fund Act, Chapter 36 of Singapore, in respect of Units purchased under the subsidiary legislation made under the Central Provident Fund Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the Central Provident Fund Board holds those Units in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.

5.7 If the Holder is a Depositor, the Trustee-Manager shall be entitled and bound:

5.7.1 to reject any instrument of proxy lodged if the Depositor is not shown to have any Units entered against his name in the Depository Register as at a time determined by the Trustee-Manager in so far as it complies with the Relevant Laws, Regulations and Guidelines; and

5.7.2 to accept as the maximum number of votes which in aggregate the proxy or proxies appointed by the Depositor is or are able to cast on a poll a number which is the number of Units entered against the name of that Depositor in the Depository Register as at a time determined by the Trustee-Manager in so far as it complies with the Relevant Laws, Regulations and Guidelines, whether that number is greater or smaller than the number specified in any instrument of proxy executed by or on behalf of that Depositor.

5.8 In any case where a form of proxy appoints more than one proxy, the proportion of the holding of Units concerned to be represented by each proxy shall be specified in the form of proxy.

5.9 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Units in respect of which the proxy is given provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received at the place appointed for the deposit of proxies or if no such place is appointed at the registered office of the Trustee-Manager before the commencement of the meeting or adjourned meeting at which the proxy is used."