

Appendix dated 24 March 2023

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If you have sold or transferred your units in Keppel Infrastructure Trust ("KIT"), you should immediately inform the purchaser or transferee or bank or stockbroker or other agent through whom the sale or transfer was effected for onward notification to the purchaser or transferee, that this Appendix (together with the Notice of AGM and accompanying proxy form) and the Annual Report for KIT for FY 2022 may be accessed at KIT's website at <https://www.keppelinfrastructure.com/investor-information/agm-and-egm/> and SGXNet.



(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 24 MARCH 2023**

IN RELATION TO THE

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



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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:

<b>%</b>	:	Per centum or percentage
<b>2016 SGX-ST Consultation Paper</b>	:	The consultation paper on the "Listing Rules Amendments to Align with Changes to the Companies Act" issued by SGX-ST on 11 January 2016
<b>2021 MAS Consultation Paper</b>	:	The consultation paper on the "Proposed Amendments to the Business Trusts Act" issued by MAS on 19 November 2021
<b>2022 AGM</b>	:	The AGM held on 19 April 2022
<b>2023 AGM</b>	:	The AGM to be held at Suntec Singapore Convention and Exhibition Centre, Nicoll 1-2, Level 3, 1 Raffles Boulevard Suntec City, Singapore 039593 on 17 April 2023 at 2.00 p.m., notice of which is set out in the Notice of AGM
<b>AGM</b>	:	The annual general meeting of KIT
<b>Amendment Act</b>	:	Business Trusts (Amendment) Act 2022
<b>Appendix</b>	:	This Appendix dated 24 March 2023
<b>Approved Exchange</b>	:	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
<b>Approving Authority</b>	:	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 <b>Annex A</b> of this Appendix
<b>Associate</b>	:	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

<b>Audit and Risk Committee</b>	:	The audit and risk committee of the Trustee-Manager
<b>Average Closing Price</b>	:	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 during the relevant five-day period and the date of the Market Purchase by the Trustee-Manager or, as the case may be, the date of the making of the offer pursuant to the Off-Market Purchase
<b>Bartley</b>	:	Bartley Investments Pte. Ltd., a company incorporated in the Republic of Singapore, and which is a wholly-owned subsidiary of Temasek
<b>Board</b>	:	The board of directors of the Trustee-Manager
<b>Business Trusts Act or BTA</b>	:	The Business Trusts Act 2004 (including all subsidiary legislation made thereunder) as modified, supplemented or amended from time to time
<b>CDP</b>	:	The Central Depository (Pte) Limited
<b>Code</b>	:	The Singapore Code on Take-overs and Mergers
<b>Companies Act</b>	:	The Companies Act 1967 (including all subsidiary legislation made thereunder) as modified, supplemented or amended from time to time
<b>Consent Regimes</b>	:	The Express Consent Regime, the Deemed Consent Regime and the Implied Consent Regime
<b>control</b>	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company or a business trust

<b>controlling shareholder</b>	:	<p>A person who:</p> <p>(a) holds directly or indirectly 15% or more of the total voting rights in a company (unless the SGX-ST has determined such a person not to be a controlling shareholder); or</p> <p>(b) in fact exercises control over a company</p>
<b>controlling unitholder</b>	:	<p>A person who:</p> <p>(a) holds directly or indirectly 15% or more of the total voting rights in a business trust (unless the SGX-ST has determined such a person not to be a controlling unitholder); or</p> <p>(b) in fact exercises control over a business trust</p>
<b>date of the making of the offer</b>	:	<p>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</p>
<b>Deemed Consent Regime</b>	:	<p>The deemed consent of Unitholders for the use of electronic communications of notices and documents if the Trust Deed (i) provides for the use of electronic communications, (ii) specifies the manner in which the electronic communications is to be used, and (iii) specifies that Unitholders will be given an opportunity to elect within the Specified Time, whether to receive such notice or document by way of electronic communications or as a physical copy and within that Specified Time, the Unitholder fails to make an election</p>
<b>DIPU</b>	:	<p>Distributable Income per Unit</p>
<b>Directors</b>	:	<p>Directors of the Trustee-Manager</p>
<b>EAR Group</b>	:	<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>

<b>Express Consent Regime</b>	:	The express consent of Unitholders that notices and documents may be given, sent or served to him using electronic communications
<b>Extraordinary Resolution</b>	:	A resolution proposed and passed as such by a majority consisting of 75% 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
<b>FY 2022</b>	:	The financial year ended 31 December 2022
<b>FY 2022 Audited Financial Statements</b>	:	The audited consolidated financial statements of the KIT Group for FY 2022
<b>Implied Consent Regime</b>	:	The implied consent of Unitholders for the use of electronic communications of notices and documents if the Trust Deed (i) provides for the use of electronic communications, (ii) specifies the manner in which the electronic communications is to be used and (iii) provides that the Unitholders shall agree to receive such notices or documents by way of such electronic communications and shall not have a right to elect to receive a physical copy of such notice or document
<b>Interested Person Transactions</b>	:	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 <b>Annex A</b> of this Appendix
<b>Interested Persons</b>	:	<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) the Trustee-Manager or a 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 "<b>Interested Person</b>" means each of them</p>
<b>KC</b>	:	Keppel Capital Holdings Pte. Ltd., a company incorporated in the Republic of Singapore
<b>KCL</b>	:	Keppel Corporation Limited, a company incorporated in the Republic of Singapore
<b>KIFM</b>	:	Keppel Infrastructure Fund Management Pte. Ltd., a company incorporated in the Republic of Singapore



<b>KIHPL</b>	:	Keppel Infrastructure Holdings Pte. Ltd., a company incorporated in the Republic of Singapore and which is a wholly-owned subsidiary of KCL
<b>KIT</b>	:	Keppel Infrastructure Trust, a business trust constituted in the Republic of Singapore and registered with MAS
<b>KIT Group</b>	:	KIT and its subsidiaries, if any
<b>Latest Practicable Date</b>	:	24 February 2023, being the latest practicable date prior to the publication of this Appendix
<b>Listing Manual</b>	:	The Listing Manual of the SGX-ST
<b>Listing Rules</b>	:	Listing Rules of the SGX-ST
<b>Mandate Duration</b>	:	<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 Unit Buy-Back Mandate is approved and expiring on the earliest of the following dates:</p> <ul style="list-style-type: none"> <li>(a) the date on which the next AGM of KIT is held;</li> <li>(b) the date by which the next AGM of KIT is required by applicable laws and regulations or the provisions of the Trust Deed to be held, whichever is earlier; or</li> <li>(c) 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</li> </ul>
<b>Market Capitalisation</b>	:	<p>The market capitalisation of KIT as at any date means the product of:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) the volume weighted average price of all Units traded on the SGX-ST over such 15-trading day period</li> </ul>
<b>Market Day</b>	:	A day on which the SGX-ST is open for trading in securities
<b>Market Purchases</b>	:	Has the meaning ascribed to it in Paragraph 3.3.3 of this Appendix
<b>MAS</b>	:	The Monetary Authority of Singapore

<b>Maximum Price</b>	:	Means:  (a) in the case of a Market Purchase, 105% of the Average Closing Price of the Units in accordance with Rule 884 of the Listing Manual; and  (b) in the case of an Off-Market Purchase, 110% of the Average Closing Price of the Units
<b>Minister</b>	:	Means the Minister charged with the responsibility for the financial services sector and securities industry
<b>MOF</b>	:	Ministry of Finance
<b>Napier</b>	:	Napier Investments Pte. Ltd., a company incorporated in the Republic of Singapore, and which is a wholly-owned subsidiary of Temasek
<b>Nassim</b>	:	Nassim Investments Pte. Ltd., a company incorporated in the Republic of Singapore, and which is a wholly-owned subsidiary of Temasek
<b>NAV</b>	:	Net asset value
<b>Notice of AGM</b>	:	The notice of AGM dated 24 March 2023 convening the 2023 AGM
<b>Off-Market Purchases</b>	:	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
<b>Ordinary Resolution</b>	:	A resolution proposed and passed as such by a majority being greater than 50% 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
<b>Proposed Renewal of the Unit Buy-Back Mandate</b>	:	The proposed renewal of the Unit Buy-Back Mandate
<b>Proposed Renewal of the Unitholders' Mandate</b>	:	The proposed renewal of the Unitholders' Mandate
<b>Proposed Trust Deed Amendments</b>	:	The proposed amendments to the Trust Deed to, among others, include provisions regarding electronic communications for notices or documents given, sent or served to Unitholders, in the manner set out in <b>Annex B</b> of this Appendix
<b>Public Float</b>	:	Refers to the percentage of Units held by the public
<b>Register</b>	:	The register of Unitholders kept in accordance with the Trust Deed

<b>Review Committee</b>	:	A committee comprising a Director, and either the chief executive officer or chief financial officer (or Head, Finance, in the absence of the 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
<b>Review Procedures</b>	:	The methods or procedures for determining the transaction prices under the Unitholders' Mandate
<b>S\$ and cents</b>	:	Singapore dollars and cents
<b>Securities Account</b>	:	Securities account or sub-account maintained by a Depositor with CDP
<b>Securities and Futures Act or SFA</b>	:	The Securities and Futures Act 2001 (including all subsidiary legislation made thereunder) as modified, supplemented or amended from time to time
<b>SGX-ST</b>	:	Singapore Exchange Securities Trading Limited
<b>Specified Time</b>	:	A specified period of time that Unitholders will be given an opportunity to elect whether to receive such notice or document by way of electronic communications or as a physical copy
<b>Substantial Unitholder</b>	:	A person with an interest or interests in Units where the total votes attached to such Units are not less than 5% of the total votes attached to all voting Units
<b>Temasek</b>	:	Temasek Holdings (Private) Limited, a company incorporated in the Republic of Singapore
<b>Tembusu</b>	:	Tembusu Capital Pte. Ltd., a company incorporated in the Republic of Singapore, and which is a wholly-owned subsidiary of Temasek
<b>Treasury Transactions</b>	:	Means the treasury transactions between any member within the EAR Group and any Interested Person
<b>Trust Deed</b>	:	The trust deed dated 5 January 2007 constituting KIT, as amended and restated by an Amendment and Restatement Deed dated 18 May 2015 and as supplemented by a First Supplemental Deed dated 17 April 2018, and as further supplemented by a Second Supplemental Deed dated 28 April 2022
<b>Trust Property</b>	:	All property and rights of any kind whatsoever which are held on trust for the Unitholders, in accordance with the terms of the Trust Deed, including: <ul style="list-style-type: none"> <li>(a) contributions of money or any other assets to KIT;</li> <li>(b) property that forms part of the assets of KIT under the provisions of the Business Trusts Act;</li> </ul>

- (c) property arising in relation to any contract, agreement or arrangement entered into by or on behalf of the Trustee-Manager;
- (d) property arising in relation to any claims or rights held by or on behalf of the Trustee-Manager;
- (e) proceeds from money borrowed or raised by the Trustee-Manager for the purposes of KIT;
- (f) property acquired, directly or indirectly, with the contributions or money referred to in paragraph (a), (b), (c), (d) or (e) or with the proceeds thereof; and
- (g) profits, income and property derived, directly or indirectly, from contributions, money or property mentioned in paragraph (a), (b), (c), (d) or (e)

<b>Trustee-Manager</b>	:	KIFM, acting in its capacity as trustee-manager of KIT
<b>Unit</b>	:	A unit representing an undivided interest in KIT
<b>Unit Buy-Back Mandate</b>	:	The 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
<b>Unitholders</b>	:	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 “ <b>Unitholder</b> ” 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
<b>Unitholders’ Mandate</b>	:	<ul style="list-style-type: none"> <li>(a) For the purposes of this Appendix, excluding <b>Annex A</b> 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 renewed at the 2022 AGM; and</li> <li>(b) for the purposes of <b>Annex A</b> 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 2023 AGM</li> </ul>

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 term “**Depositor**” shall have the meaning ascribed to it in Section 81SF of the Securities and Futures Act.

The terms “**associate**”, “**associated company**”, “**entity at risk**”, “**interested person**” and “**chief executive officer**” 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 not affect the construction of 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 Daniel Cuthbert Ee Hock Huat  
*(Independent Director and Chairman of the Board)*  
Mr Mark Andrew Yeo Kah Chong *(Independent Director)*  
Mr Kunnasagaran Chinniah *(Independent Director)*  
Ms Susan Chong Suk Shien *(Independent Director)*  
Mr Chan Pengee, Adrian *(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

24 March 2023

To: The Unitholders of Keppel Infrastructure Trust (“KIT”)

Dear Sir/Madam

## 1 INTRODUCTION

### 1.1 Summary

We refer to the Notice of AGM dated 24 March 2023, Ordinary Resolution 6 (“**Resolution 6**”), Ordinary Resolution 7 (“**Resolution 7**”) and Extraordinary Resolution 8 (“**Resolution 8**”) under the heading “As Special Business” set out therein.

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

- (i) Proposed Renewal of the Unitholders’ Mandate for Interested Person Transactions;
- (ii) Proposed Renewal of the Unit Buy-Back Mandate; and
- (iii) Proposed Trust Deed Amendments.

1.2 Allen & Gledhill LLP is the Singapore legal adviser to the Trustee-Manager for this Appendix.

## 2 THE PROPOSED RENEWAL OF THE 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 renewed at the 2022 AGM and will continue to be in force until the conclusion of the 2023 AGM. Accordingly, it is proposed that the Unitholders’ Mandate be renewed at the 2023 AGM to be convened, to take effect (unless revoked or varied by KIT in a general meeting) until the conclusion of the next AGM or the date on which the next AGM 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 (with Mr Daniel Cuthbert Ee Hock Huat and Mr Kunnasagaran Chinniah abstaining) 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 at the 2022 AGM;
- (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 2023 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 2023 AGM, and shall apply in respect of Interested Person Transactions entered or to be entered into from the date of the 2023 AGM until the conclusion of the next AGM or the date on which the next AGM is required to be held, whichever is the earlier, unless revoked or varied by KIT in a general meeting.

KIT will obtain a fresh general mandate from 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 RENEWAL OF THE UNIT BUY-BACK MANDATE

#### 3.1 The Proposed Renewal of the Unit Buy-Back Mandate

At the 2022 AGM, Unitholders had approved, *inter alia*, the renewal of the Unit Buy-Back Mandate to enable 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 Unitholders at a general meeting in accordance with the provisions of the Trust Deed and all applicable laws and regulations, including but not limited to the Listing Manual. The authority and limitations on the Unit Buy-Back Mandate were set out in the Appendix to the notice of AGM dated 28 March 2022.

The Unit Buy-Back Mandate was expressed to take effect on the date of the 2022 AGM and will expire on the date of the forthcoming 2023 AGM. Accordingly, the Trustee-Manager intends to seek the approval of Unitholders for the Proposed Renewal of the Unit Buy-Back Mandate at the 2023 AGM under Resolution 7.

**UNITHOLDERS SHOULD NOTE THAT BY VOTING IN FAVOUR OF RESOLUTION 7 RELATING TO THE PROPOSED RENEWAL OF THE 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 3 AND IN ACCORDANCE WITH THE PROVISIONS OF THE TRUST DEED AND ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE LISTING MANUAL.**

#### 3.2 Rationale for the Unit Buy-Back Mandate

The approval of the 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 3.3.1 of this Appendix at any time, during the period commencing from the date on which the AGM is held and the Unit Buy-Back Mandate is approved and expiring on the earliest of the following dates:

- (i) the date on which the next AGM is held;
- (ii) the date by which the next AGM is required by applicable laws and regulations or the provisions of the Trust 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,

(the “Mandate Duration”).

The 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. It will provide the Trustee-Manager with the flexibility to undertake Unit repurchases at any time, subject to market conditions, during the period when the Unit Buy-Back Mandate is in force. To the extent that KIT has capital and surplus funds which are in excess of its financial needs, the Unit Buy-Back Mandate will facilitate the return of excess cash and surplus funds to Unitholders in an expedient, effective and cost-efficient manner.

While the Unit Buy-Back Mandate would authorise Unit repurchases of up to the said 5% limit during the period when the Unit Buy-Back Mandate is in force, Unitholders should note that Unit repurchases 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% of its Units (excluding treasury Units, preference Units and convertible equity securities) are at all times held by the public (the “**Public Float**”). As at the Latest Practicable Date, the Public Float is approximately 68.04%, 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 Unit Buy-Back Mandate and the repurchases of Units thereunder.

### **3.3 Authority and Limits on the 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 Unit Buy-Back Mandate are set out below:

#### **3.3.1 Maximum Limit**

The total number of Units which may be repurchased pursuant to the 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.<sup>1</sup>

**FOR ILLUSTRATIVE PURPOSES ONLY:** On the basis of 4,991,789,782 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 Unit Buy-Back Mandate is approved, not more than 249,589,489 Units (representing 5% of the issued Units) may be repurchased by the Trustee-Manager pursuant to the Unit Buy-Back Mandate during the Mandate Duration.

#### **3.3.2 Duration of Authority**

Unless revoked or varied by Unitholders in a general meeting, the 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 Unit Buy-Back Mandate is approved and expiring on the earliest of the following dates:

- (i) the date on which the next AGM is held;
- (ii) the date by which the next AGM is required by applicable laws and regulations or the provisions of the Trust 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.

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<sup>1</sup> Pursuant to the Listing Manual, a unit repurchase shall not exceed 10% of the total number of issued units excluding treasury units and subsidiary holdings (defined in the Listing Manual to mean shares referred to in Section 21(4), 21(4B), 21(6A) and 21(6C) of the Companies Act) in each class as at the date of the resolution passed by unitholders for the unit repurchase. For the avoidance of doubt, KIT does not hold any treasury Units and there are no subsidiary holdings as none of the subsidiaries of KIT hold any Units. There is also only one class of units in KIT.

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

The authority conferred on the Trustee-Manager under the Unit Buy-Back Mandate to repurchase Units may be renewed at the next AGM 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.

### **3.3.3 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 (the “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.

#### 3.3.4 Repurchase Price

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

- (i) in the case of a Market Purchase, 105% 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, 110% 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 3.3.4:

“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 during the relevant five-day period and the date of the Market Purchase by the Trustee-Manager or, as the case may be, the date of the making of the offer pursuant to the Off-Market Purchase.

**“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.

### **3.4 Status of Repurchased Units**

Under the Trust Deed, a Unit repurchased under the Unit Buy-Back Mandate shall be deemed cancelled immediately on repurchase (and all rights and privileges attached to such Unit will expire on such cancellation).

### **3.5 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 acceptances 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.

Further, the Trustee-Manager shall make an announcement on the SGX-ST at the same time it notifies the SGX-ST of any repurchase of Units pursuant to the Unit Buy-Back Mandate, that the Board 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 KIT as these liabilities fall due, in accordance with the Business Trusts Act.

### **3.6 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 Unit Buy-Back Mandate, subject always to the requirements of the applicable laws and/or regulations in force at the relevant time.

### 3.7 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 Unit Buy-Back Mandate on the NAV per Unit and distributable income per Unit (“DIPU”) as the resultant effect would depend on, *inter alia*, 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 under the Unit Buy-Back Mandate as such Units will be cancelled.

The Trustee-Manager will only exercise the 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 Unit Buy-Back Mandate. The Trustee-Manager will exercise the Unit Buy-Back Mandate with a view to enhancing the return on equity for Unitholders and/or optimising its capital structure. The Trustee-Manager does not intend to exercise the 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 repurchase on KIT are based on the assumptions set out below:

- (i) 249,589,489 Units (representing approximately 5% of the issued Units as at the Latest Practicable Date) are repurchased by the Trustee-Manager pursuant to the Unit Buy-Back Mandate on 1 January 2022;
- (ii) 4,991,789,782 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 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\$0.563 per Unit (being 105% 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 249,589,489 Units, representing 5% of the issued Units as at the Latest Practicable Date (excluding related expenses) is approximately S\$140,518,882; and
  - (b) in the case of Off-Market Purchases by the Trustee-Manager at the Maximum Price of S\$0.590 per Unit (being 110% 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 249,589,489 Units, representing 5% of the issued Units as at the Latest Practicable Date (excluding related expenses) is approximately S\$147,257,799;
- (iv) all Units repurchased under the Unit Buy-Back Mandate are cancelled;
- (v) the repurchases of Units are funded solely by internal sources of funds of KIT and external borrowings; and
- (vi) there are no changes to the distribution policy to Unitholders.

Based on the assumptions set out above, the financial effects of the repurchase of 249,589,489 Units (representing 5% of the issued Units as at the Latest Practicable Date) by the Trustee-Manager pursuant to the 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 2022 ("FY 2022" and the audited consolidated financial statements of the KIT Group for FY 2022, the "FY 2022 Audited Financial Statements"):

	Pro forma financial effects of Unit repurchases on the FY 2022 Audited Financial Statements		
	FY 2022 Audited Financial Statements	Market Purchases	Off-Market Purchases
Profit/(loss) Attributable to Unitholders (\$ million)	0.9	(2.5)	(2.6)
Average Unitholders' Funds (\$ million)	1,037.8	900.4	893.6
<u>Financial Ratios</u>			
ROE (%)	0.1	(0.3)	(0.3)
DIPU (cents)	4.46	4.62	4.62
Net Gearing (%)	39.8	42.0	42.1

Unitholders should note that the financial effects set out in the table above are based on the FY 2022 Audited Financial Statements and are presented strictly for illustrative purposes only. The results of the KIT Group for FY 2022 may not be representative of future performance. Although the 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 Unit Buy-Back Mandate is in force.

### 3.8 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.

### 3.9 Black-Out Periods

The Trustee-Manager will not repurchase any Units for and on behalf of KIT at any time after a material price or trade sensitive development has occurred or has been the subject of a decision until such time the price or trade sensitive information has been publicly announced. In addition, the Trustee-Manager will not repurchase Units for and on behalf of KIT one month immediately preceding the announcement of the KIT Group's half year and full year financial statements, or if KIT announces its quarterly financial statements whether required by the SGX-ST or otherwise, 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.

### 3.10 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 under the Unit Buy-Back Mandate are set out below.

#### 3.10.1 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.

#### 3.10.2 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, *inter alia*, will be presumed to be acting in concert with each other, 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% but not more than 50% of the voting rights of the first-mentioned company.

The circumstances under which Unitholders, including the Directors and their concert parties respectively, will incur an obligation to make a take-over offer under Rule 14 of the Code after a repurchase of Units by the Trustee-Manager by way of a Unit buy-back are set out in Appendix 2 of the Code.

### 3.10.3 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 exempted<sup>2</sup>, 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 under the Unit Buy-Back Mandate, the voting rights of such Unitholders and/or their concert parties would increase to 30% or more, or in the event that such Unitholders and/or their concert parties hold between 30% and 50% of the voting rights in KIT, if the voting rights of such Unitholders and/or their concert parties would increase by more than 1% 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 under the Unit Buy-Back Mandate, the voting rights of such Unitholder would increase to 30% or more, or, if such Unitholder holds between 30% and 50% of the voting rights in KIT, the voting rights of such Unitholder would increase by more than 1% in any period of six months. Such Unitholder need not abstain from voting in respect of the resolution relating to the Proposed Renewal of the 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 Unitholders 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 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.**

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<sup>2</sup> 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.



### 3.11 Details of Previous Unit Repurchases

As at the Latest Practicable Date, the Trustee-Manager did not repurchase any Units by way of Market Purchases and/or Off-Market Purchases pursuant to the Unit Buy-Back Mandate approved by Unitholders at the 2022 AGM.

### 3.12 Unitholders' Approval

In view of the foregoing, the Trustee-Manager is seeking the approval of Unitholders under Resolution 7 relating to the Proposed Renewal of the Unit Buy-Back Mandate.

## 4 THE PROPOSED TRUST DEED AMENDMENTS

### 4.1 Background

#### 4.1.1 Electronic Communications Regime under the Companies Act and Listing Manual

In connection with the amendments to the Companies Act 1967 of Singapore (the "**Companies Act**") as set out in the Companies (Amendment) Act 2014, companies are allowed pursuant to Section 387C of the Companies Act to send notices and documents electronically to their shareholders if the constitution of the company provides for and specifies the manner in which electronic communications is to be used<sup>3</sup>. Further, notices or documents may be sent by way of electronic communications to shareholders with the express, deemed or implied consent of the shareholders in accordance with the constitution of the company<sup>4</sup>.

On 11 January 2016, the SGX-ST published a consultation paper on the "Listing Rules Amendments to Align with Changes to the Companies Act" (the "**2016 SGX-ST Consultation Paper**") which, among other things, proposed to allow issuers to electronically transmit certain types of notices and documents if express consent or deemed consent of the Unitholders is obtained and subject to certain safeguards. The purpose of the proposed amendments to the listing rules of the SGX-ST (the "**Listing Rules**") as set out in the 2016 SGX-ST Consultation Paper was to align the Listing Rules with the amendments to the Companies Act which came into effect on 3 January 2016. In addition, the 2016 SGX-ST Consultation Paper also requested feedback from the public as to whether listed companies should be allowed to rely on implied consent of Unitholders to electronically transmit certain types of notices and documents.

Following feedback received by the SGX-ST in response to the 2016 SGX-ST Consultation Paper, the SGX-ST amended the Listing Rules to allow listed issuers to electronically transmit certain types of notices and documents with the express, deemed or implied consent of the shareholders (or unitholders, in the case of a listed registered business trust such as KIT) in accordance with the constituent documents of the listed issuer, subject to the safeguards set out in the amended Listing Rules.<sup>5</sup>

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3 The amendment to the Companies Act in relation to electronic communications was introduced to give effect to recommendations by the Steering Committee for Review of the Companies Act to ease the rules under Sections 387A and 387B for the use of electronic transmission and to make them less prescriptive. These recommendations were accepted by the Ministry of Finance ("**MOF**"). In accepting these recommendations, the MOF noted the concerns of some shareholders who would prefer to have an option to receive physical copies of the notices and documents, notwithstanding that the company adopts the implied consent regime, and indicated that such shareholders could highlight their concerns when a company proposes amendments to its constitution to move to an implied consent regime.

4 Section 387C of the Companies Act.

5 Rule 1208 to 1212 of the Listing Rules.

Although KIT is not bound by the Companies Act, it is nonetheless bound by the Listing Rules as a listed registered business trust.

Further, pursuant to Sections 92(2) and 93(2) of the BTA, any notice of a meeting and any documents required or permitted to be given, sent or served under the BTA or under the trust deed of a registered business trust by the trustee-manager of the registered business trust may be given, sent or served using electronic communications to the current address of a unitholder of the registered business trust (provided the trustee-manager has no reason to believe that the notice or document will not reach that person), or on a website provided there is agreement in writing. These sections are materially similar to Sections 387A and 387B of the Companies Act. However, there is no corresponding provision in the BTA which is similar to Section 387C of the Companies Act to allow registered business trusts to (i) send notices and documents electronically to their unitholders if the trust deed provides for this and specifies the manner in which electronic communications is to be used, and (ii) send notices or documents by way of electronic communications to unitholders with the express, deemed or implied consent of the unitholders in accordance with the trust deed.

#### 4.1.2 Amendments to Business Trusts Act

On 19 November 2021, the MAS published a consultation paper on the "Proposed Amendments to the Business Trusts Act" (the "**2021 MAS Consultation Paper**") which, among other things, proposed to introduce a similar provision to Section 387C of the Companies Act to allow for electronic transmission of notices and documents to Unitholders with their express, implied or deemed consent in accordance with the trust deed of the business trust, which is analogous to the constitution of a company. For business trusts which do not amend their trust deeds to provide for electronic transmission with unitholders' implied or deemed consent, Sections 92 and 93 of the BTA which require express consent for publication on a website would continue to apply. The purpose of the proposed amendments to the BTA as set out in the 2021 MAS Consultation Paper, among other things, was to align the BTA with the amendments to the Companies Act which came into effect on 3 January 2016. In addition, the 2021 MAS Consultation Paper also requested feedback from the public as to whether business trusts should be allowed to rely on express, implied or deemed consent of unitholders in accordance with the trust deed of the business trust to electronically transmit certain types of notices and documents.

Following feedback received by the MAS in response to the 2021 MAS Consultation Paper, the BTA has been amended pursuant to the Business Trusts (Amendment) Act 2022 (the "**Amendment Act**") to, among other things, allow for electronic transmission of notices and documents with the implied or deemed consent of unitholders, in accordance with the trust deed of the registered business trust. The amendments seek to align the business trust regime with that of the companies regime under Section 387C of the Companies Act.

Among other amendments to the BTA as set out in the Amendment Act, trustee-managers will be allowed, pursuant to the new Section 93A of the BTA, to send notices and documents electronically to their unitholders if the trust deed of the registered business trust provides for and specifies the manner in which electronic communications is to be used<sup>6</sup>. Further, notices or documents may be sent by way of electronic communications to unitholders with the express, deemed or implied consent of the unitholders in accordance

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<sup>6</sup> The amendment to the BTA in relation to electronic communications was introduced to align the business trust regime with that of the companies regime under Section 387C of the Companies Act which similarly provided for electronic transmission of documents with the express, implied or deemed consent of shareholders under a company's constitution.

with the trust deed of the business trust<sup>7</sup>. For the avoidance of doubt, the new Section 93A of the BTA has not come into operation. The Amendment Act was passed in Parliament on 3 October 2022, gazetted on 7 November 2022, and will come into operation on a date that the Minister appoints by notification in the Gazette.

#### 4.1.3 Amendments to the Trust Deed

Consequently, the Trustee-Manager wishes to amend the Trust Deed to allow for the electronic transmission of notices and documents, in accordance with the new Section 93A of the BTA, in anticipation of the new Section 93A of the BTA coming into operation.

#### 4.2 Electronic Communications Regime

Unitholders would have expressly consented to the use of electronic communications of notices and documents if the Unitholder expressly agrees that notices and documents may be given, sent or served to him using electronic communications (the “**Express Consent Regime**”).

Unitholders are subject to the deemed consent regime in relation to the use of electronic communications of notices and documents if the Trust Deed (i) provides for the use of electronic communications, (ii) specifies the manner in which the electronic communications is to be used, and (iii) specifies that Unitholders will be given an opportunity to elect within a specified period of time (the “**Specified Time**”), whether to receive such notice or document by way of electronic communications or as a physical copy and within that Specified Time, the Unitholder fails to make an election (the “**Deemed Consent Regime**”)<sup>8</sup>.

Unitholders are subject to the implied consent regime in relation to the use of electronic communications of notices and documents if the Trust Deed (i) provides for the use of electronic communications, (ii) specifies the manner in which the electronic communications is to be used, and (iii) provides that the Unitholders shall agree to receive such notice or documents by way of such electronic communications and shall not have a right to elect to receive a physical copy of such notice or document<sup>9</sup> (the “**Implied Consent Regime**” and together with the Express Consent Regime and the Deemed Consent Regime, the “**Consent Regimes**”).

In line with the safeguards applicable under Rule 1210 of the Listing Rules, the Consent Regimes do not apply to (i) forms or acceptance letters that Unitholders may be required to complete, (ii) notice of meetings, excluding circulars or letters referred in that notice, (iii) notices or documents relating to take-over offers, (iv) notices or documents relating to rights issues, and (v) notices under Rules 1211 and 1212 of the Listing Rules.

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7 Section 93A of the BTA.

8 Section 93A(3) of the BTA, as amended pursuant to the Business Trust (Amendment) Act 2022; Rule 1209(1) of the Listing Rules.

9 Section 93A(2) of the BTA, as amended pursuant to the Business Trust (Amendment) Act 2022; Rule 1209(2) of the Listing Rules.

**UNITHOLDERS SHOULD NOTE THAT BY VOTING IN FAVOUR OF RESOLUTION 8 RELATING TO THE PROPOSED TRUST DEED AMENDMENTS, THEY ARE ALSO DEEMED TO HAVE APPROVED TO HAVE THE TRUSTEE-MANAGER ADOPT THE USE OF THE IMPLIED CONSENT REGIME AND THE DEEMED CONSENT REGIME, SUBJECT TO COMPLIANCE WITH ALL APPLICABLE LAWS, AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE LISTING MANUAL.**

#### **4.3 The Proposed Trust Deed Amendments**

In connection with the foregoing, and subject to the approval of Unitholders, the Trustee-Manager proposes to amend the Trust Deed to include provisions regarding electronic communications for notices or documents given, sent or served to Unitholders.

In addition, the Trustee-Manager is taking this opportunity to propose other amendments to the Trust Deed to, among others, (i) facilitate the appointment of a proxy through electronic means online, (ii) reflect changes in the law, including but not limited to giving effect to the 2020 Revised Edition of Acts, and (iii) incorporate certain other editorial amendments.

(Details of the Proposed Trust Deed Amendments can be found in **Annex B** of this Appendix.)

#### **4.4 Rationale for the Proposed Trust Deed Amendments**

The Trustee-Manager intends to utilise the electronic transmission of documents to give, send or serve certain notices and documents to Unitholders. The Trustee-Manager believes that with the Proposed Trust Deed Amendments, the electronic communications regime set out in the BTA and Listing Rules will provide the Trustee-Manager with the flexibility to reduce costs and increase operational efficiency and speed in communications for KIT, such as not sending physical copies of annual reports of KIT and the Trustee-Manager since such annual reports are already published on KIT's website and the SGX-ST's website, which is in line with the Trustee-Manager's sustainability efforts.

#### **4.5 Safeguards to Unitholders**

In line with the safeguards introduced by the SGX-ST in the Listing Rules, the Trustee-Manager proposes to amend the Trust Deed to adopt the electronic communications safeguards set out therein as well.

The Trust Deed includes the following amendments to safeguard the interests of Unitholders<sup>10</sup>:

##### **4.5.1 Separate Notice to Unitholders before Sending any Notice or Document by Electronic Communications under Deemed Consent Regime<sup>11</sup>**

Should the Trustee-Manager implement the Deemed Consent Regime, before sending any notice or document to Unitholders who are deemed to have consented to receive notices or documents by way of electronic communications, the Trustee-Manager will give a separate notice in writing to

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<sup>10</sup> These amendments are in line with the safeguards in relation to electronic communications set out in Rules 1209 to 1212 of the Listing Rules.

<sup>11</sup> Rule 1209(1)(b) of the Listing Rules.

Unitholders stating that (i) the Unitholders have a right to elect, within a time specified in the notice, to receive notices and documents either electronically or by way of a physical copy, (ii) if a Unitholder does not make an election, notices and documents will be sent to the Unitholder electronically, (iii) electronic communications will be used in the manner specified in the Trust Deed, (iv) the Unitholder may make a fresh election at any time and (v) the Unitholders' latest election to receive notice and documents will prevail over the Unitholders' earlier elections.

#### **4.5.2 Unitholders may Make Fresh Elections under Deemed Consent Regime<sup>12</sup>**

In addition, should the Trustee-Manager implement the Deemed Consent Regime, the Trustee-Manager would allow Unitholders to make a fresh election at any time and the Unitholders' latest election as to whether to receive notices or documents by way of electronic communications or physical notice will prevail.

#### **4.5.3 Unitholders may Request for Physical Copy of any Notice or Document Sent by Electronic Communications<sup>13</sup>**

Where the Trustee-Manager chooses to transmit documents by way of electronic communications, the Trustee-Manager will in compliance with the safeguards introduced by the SGX-ST in the Listing Rules inform Unitholders as soon as practicable of how to request a physical copy of that document from the Trustee-Manager, and the Trustee-Manager will provide a physical copy of that document upon such request.

#### **4.5.4 Separate Notice to Unitholders when Making Documents Available on a Website<sup>14</sup>**

Where the Trustee-Manager chooses to transmit documents by making them available on a website, the Trustee-Manager will in compliance with the safeguards introduced by the SGX-ST in the Listing Rules separately provide a physical notice to Unitholders notifying them of (i) the publication of the document on the website, (ii) if the document is not available on the website on the date of notification, the date on which it will be available, (iii) the address of the website, (iv) the place on the website where the document may be accessed and (v) how to access the document (or any further information as may be required in the Listing Rules).

#### **4.5.5 Certain Notices or Documents Excluded from Electronic Communications<sup>15</sup>**

In line with the safeguards introduced by the SGX-ST in the Listing Rules, (i) forms or acceptance letters that Unitholders may be required to complete, (ii) notice of meetings, excluding circulars or letters referred in that notice, (iii) notices and documents relating to takeover offers and rights issues and (iv) notices under Rules 1211 and 1212 of the Listing Rules, will not be transmitted by electronic means.

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12 Rules 1209(1)(b)(iv) and 1209(1)(b)(v) of the Listing Rules.

13 Rule 1211 of the Listing Rules.

14 Rule 1212 of the Listing Rules.

15 Rule 1210 of the Listing Rules.

#### **4.6 Other Amendments to the Trust Deed**

The Trustee-Manager is proposing to amend the Trust Deed to facilitate the appointment of a proxy through electronic means online. In particular, the amended Clause 5.2 of the Schedule of the Trust Deed provides that a Unitholder can elect to signify his approval for the appointment of a proxy via electronic communication, through such method and in such manner as may be approved by the Trustee-Manager, in lieu of the present requirement of signing, or where applicable, the affixation of the corporate Unitholder's common seal.

For the purpose of accommodating the deposit by Unitholders, and receipt by KIT, of electronic proxy instructions by Unitholders who elect to use the electronic appointment process, the amended Clause 5.3 of the Schedule of the Trust Deed, which relates to the deposit of proxies, has new provisions which authorises the Trustee-Manager to prescribe and determine the manner of receipt by KIT of the instrument appointing a proxy through electronic means.

In addition, the Trustee-Manager is proposing to amend the Trust Deed to reflect changes in the law. For example, the amended Clause 25.1 of the Trust Deed is amended in accordance with how substantial unitholder requirements are now governed by the SFA, instead of the BTA.

#### **4.7 Extraordinary Resolution required for Proposed Trust Deed Amendments**

Section 31(1) of the BTA states that:

*"A person must not modify or replace the trust deed of a registered business trust unless the modification or replacement is approved –*

- (a) by special resolution of the unitholders of the registered business trust; or*
- (b) where the modification is necessary in order to comply with any written law or rule of law applicable in Singapore, by the trustee-manager of the registered business trust."*

Accordingly, the approval of Unitholders by way of an Extraordinary Resolution is required in respect of Resolution 8 relating to the Proposed Trust Deed Amendments.

### **5 INTERESTS OF DIRECTORS AND SUBSTANTIAL UNITHOLDERS**

#### **5.1 Interests of Directors**

Mr Daniel Cuthbert Ee Hock Huat is a director of a subsidiary of Temasek. Mr Kunnasagaran Chinniah is a director of certain subsidiaries of Temasek and a consultant to a subsidiary of Temasek. Mr Kunnasagaran Chinniah is also an investment committee member of one of the subsidiaries of Keppel Capital Holdings Pte. Ltd.. Mr Chan Pengee, Adrian is a director of certain subsidiaries of Temasek. Ms Christina Tan Hua Mui is the Chief Executive Officer and a director of Keppel Capital Holdings Pte. Ltd., and a director of several other companies within the Keppel Group.

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

Directors	Direct Interest		Deemed Interest	
	Number of Units	% <sup>(1)</sup>	Number of Units	% <sup>(1)</sup>
Daniel Cuthbert Ee Hock Huat	262,792	n.m. <sup>(2)</sup>	–	–
Mark Andrew Yeo Kah Chong	260,163	n.m. <sup>(2)</sup>	–	–
Kunnasagaran Chinniah	791,583	0.016	471,064	0.009
Susan Chong Suk Shien	34,400	n.m. <sup>(2)</sup>	–	–
Chan Pengee, Adrian	–	–	–	–
Christina Tan Hua Mui	–	–	–	–

**Notes:**

(1) As at the Latest Practicable Date, there are 4,991,789,782 Units in issue.

(2) Not meaningful.

## 5.2 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	
	Number of Units	% <sup>(1)</sup>	Number of Units	% <sup>(1)</sup>
KIHPL	909,048,658	18.21	–	–
KCL <sup>(2)</sup>	–	–	909,048,658	18.21
Bartley	428,333,293	8.58	–	–
Tembusu <sup>(3)</sup>	–	–	684,153,868	13.70
Temasek <sup>(4)</sup>	–	–	1,593,772,526	31.92

**Notes:**

(1) As at the Latest Practicable Date, there are 4,991,789,782 Units in issue.

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

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

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

## 6 ABSTENTIONS FROM VOTING

As at the Latest Practicable Date, KCL has a deemed interest in 909,048,658 Units, which comprises approximately 18.21% of the total number of Units in issue. Temasek has a deemed interest in 1,593,772,526 Units, which comprises approximately 31.92% 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, KIHPL and their associates, including the Trustee-Manager, will abstain from voting on Resolution 6 relating to the Proposed Renewal of the Unitholders' Mandate at the 2023 AGM in respect of Units (if any) held by them. All Directors will also abstain from voting on Resolution 6, relating to the Proposed Renewal of the Unitholders' Mandate in respect of Units (if any) held by them. The Chairman of the AGM will accept appointment as proxy for any other Unitholder to vote in respect of Resolution 6, where such Unitholder has given specific instructions to vote in a validly completed and submitted proxy form as to voting, or abstentions from voting, in respect of Resolution 6. The Trustee-Manager will disregard any votes cast at the 2023 AGM on Resolution 6 by its Directors, Temasek, KCL, KC, KIHPL and their associates, including the Trustee-Manager.

## **7 DIRECTORS' RECOMMENDATIONS**

### **7.1 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 **Annex A** this Appendix, the Directors (save for Mr Kunnasagaran Chinniah, Mr Daniel Cuthbert Ee Hock Huat, Mr Chan Pengee, Adrian and Ms Christina Tan Hua Mui) are 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 Kunnasagaran Chinniah, Mr Daniel Cuthbert Ee Hock Huat, Mr Chan Pengee, Adrian and Ms Christina Tan Hua Mui) recommend that Unitholders vote in favour of Resolution 6, relating to the Proposed Renewal of the Unitholders' Mandate, at the forthcoming 2023 AGM.

### **7.2 The Proposed Renewal of the Unit Buy-Back Mandate**

Having considered the relevant factors, including the rationale for the Proposed Renewal of the Unit Buy-Back Mandate as set out in Paragraph 3.2 of this Appendix, the Directors recommend that Unitholders vote in favour of Resolution 7, relating to the Proposed Renewal of the Unit Buy-Back Mandate, at the forthcoming 2023 AGM.

### **7.3 The Proposed Trust Deed Amendments**

Having considered the relevant factors, including the rationale for the Proposed Trust Deed Amendments as set out in Paragraph 4.4 of this Appendix, the Directors recommend that Unitholders vote in favour of Resolution 8, relating to the Proposed Trust Deed Amendments, at the forthcoming 2023 AGM.

## **8 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 Renewal of the Unit Buy-Back Mandate and the Proposed Trust Deed Amendments, 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.

## **9 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.

Unitholders should contact the Trustee-Manager at [investor.relations@kepinfratrust.com](mailto:investor.relations@kepinfratrust.com) to make a prior appointment for the inspection of the Trust Deed.

## 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

*Updates to the Unitholders' Mandate have been blacklined in this Annex for Unitholders' ease of reference. Insertions are reflected as underlined and deletions are reflected as struck-through.*

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
- 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
- CEO** : The chief executive officer of the Trustee-Manager

<b>CFO</b>	:	The chief financial officer of the Trustee-Manager
<b>Control</b>	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company
<b>Controlling Unitholder</b>	:	A person who: (a) holds directly or indirectly 15% or more of the total number of voting rights 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
<b>Directors</b>	:	The Directors of the Trustee-Manager for the time being
<b>EAR Group</b>	:	(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 <b>"EAR"</b> means each of them
<b>Interested Person Transactions</b>	:	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
<b>Interested Persons</b>	:	(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 <b>"Interested Person"</b> means each of them
<b>KIFM</b>	:	Keppel Infrastructure Fund Management Pte. Ltd., a company incorporated in the Republic of Singapore
<b>KIT</b>	:	Keppel Infrastructure Trust, a business trust constituted in the Republic of Singapore and registered with MAS
<b>KIT Group or Group</b>	:	KIT and its subsidiaries, if any

<b>Market Capitalisation</b>	:	The market capitalisation of KIT as at any date means the product of: <ul style="list-style-type: none"> <li>(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</li> <li>(b) the volume weighted average price of all Units traded on the SGX-ST over such 15-trading day period</li> </ul>
<b>NTA</b>	:	<del>The net tangible assets of the Group</del> <del>Total assets of the Group less the total liabilities of the Group, in each case excluding intangible assets and goodwill, before minority interest</del>
<b>primary interested person</b>	:	(a) a director, chief executive officer, or controlling shareholder of the trustee-manager of a business trust; and  (b) the trustee-manager or controlling unitholder of the business trust
<b>Review Committee</b>	:	A committee comprising a Director, and either the chief executive officer or chief financial officer (or Head, Finance, in the absence of the 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
<b>Treasury Transactions</b>	:	Means the treasury transactions between any member within the EAR Group and any Interested Person
<b>Trustee-Manager</b>	:	KIFM, acting in its capacity as trustee-manager of KIT
<b>Unit</b>	:	An undivided interest in KIT, as provided for in the Trust Deed
<b>Unitholders</b>	:	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 " <b>Unitholder</b> " 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

## 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:

- (l) transactions between (a) an entity at risk and a primary interested person; and (b) an entity at risk and an associate of that primary interested person, are deemed to be transactions between an entity at risk with the same interested person. Transactions between (i) an entity at risk and a primary interested person; and (ii) an entity at risk and another primary interested person, are deemed to be transactions between an entity at risk with the same interested person if the primary interested person is also an associate of the other primary interested person;

- (II) 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
- (III) 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 ~~was~~ 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 remained ~~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 could ~~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 recorded ~~records~~ sustained positive consolidated NTA for at least two consecutive financial years (including the financial year ended 31 March 2012), it would ~~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). Pursuant to a clarification on the application of Listing Rules 905 and 906, KIT will calculate its audited consolidated NTA based on the total assets of the Group less the total liabilities of the Group, less intangible assets and goodwill.

Accordingly, save for any transaction below S\$100,000<sup>(1)</sup>:

- (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.

**Note:**

- (1) While transactions below S\$100,000 are not normally aggregated for the purposes of sub-paragraphs (1)(ii) and 2(ii) above, the SGX-ST may aggregate any such transaction entered into during the same financial year and treat them as if they were one interested person transaction which has a value of S\$100,000 or more in accordance with Chapter 9 of the Listing Manual.

**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.

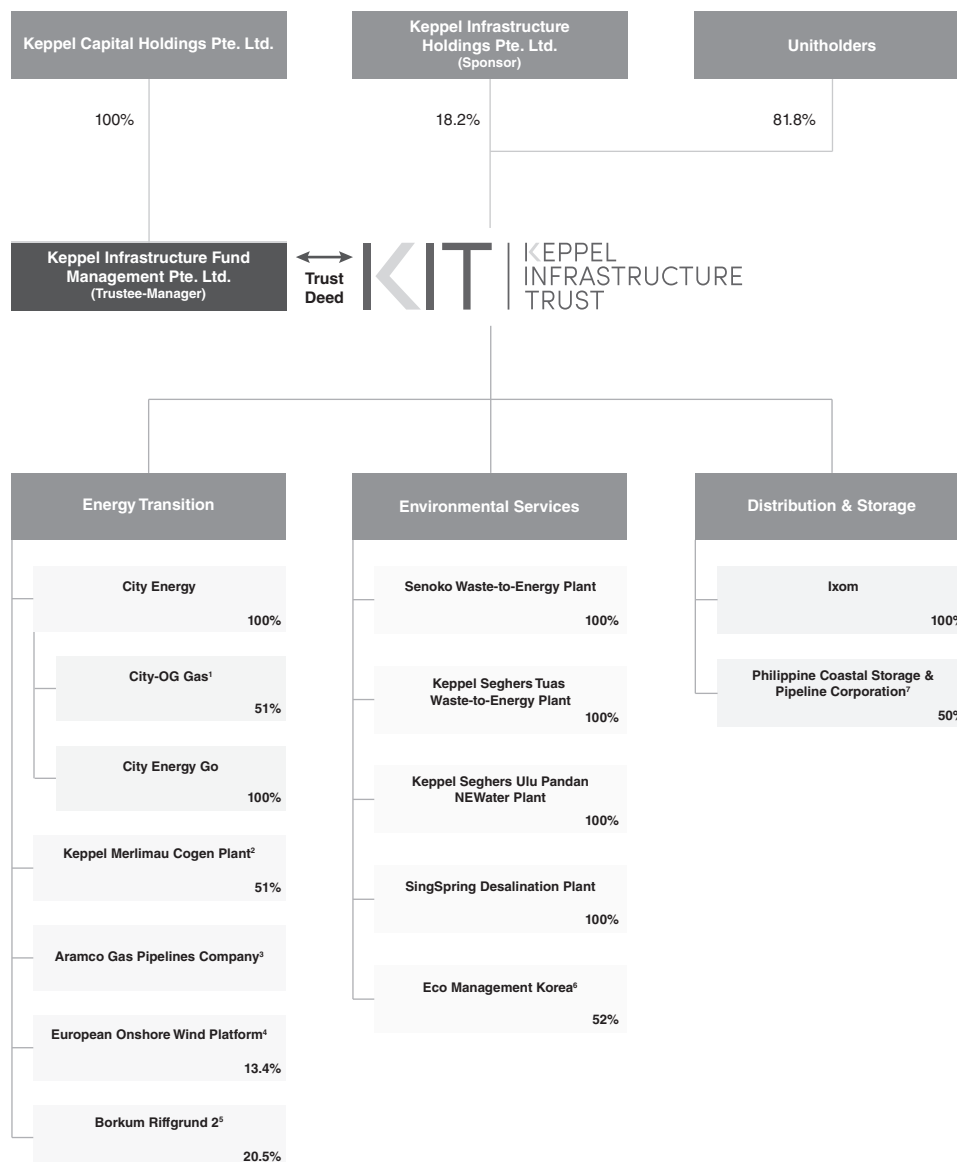
**1.5** In general, for the purposes of Chapter 9 of the Listing Manual, transaction(s) between:

- (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.



## TrustGroup Structure of the Entities At Risk



### Notes:

- KIT and Metro Pacific Investments Corporations (MPIC) each indirectly holds an approximately equal percentage of interest in Philippine Coastal Storage & Pipeline Corporation, with KIT indirectly holding one voting share more than MPIC. Osaka Gas Singapore Pte. Ltd. holds the remaining 49% equity interest in City-OG Gas Energy Services Pte. Ltd.
- Osaka Gas Singapore Pte. Ltd. holds the remaining 49% equity interest in City-OG Gas Energy Services Pte. Ltd. Keppel Energy Pte. Ltd. holds the remaining 49% equity interest in Keppel Merlimau Cogen Pte Ltd.
- Keppel Energy Pte. Ltd. holds the remaining 49% equity interest in Keppel Merlimau Cogen. Part of a global consortium which acquired a 49% stake in Aramco Gas Pipelines Company (AGPC). KIT holds a minority and non-controlling interest in AGPC.
- In July 2021, KIT announced that it will acquire the remaining 30% stake in SingSpring Desalination Plant. The acquisition is subject to approvals (from, among others, Public Utilities Board, Singapore's National Water Agency) being obtained. Jointly invested with Keppel Renewable Investments (KRI), Kommunal Landspensjonskasse and MEAG MUNICH ERGO AssetManagement GmbH to acquire a 49% stake in a diversified portfolio of three operating onshore wind farms in Norway and Sweden from Fred. Olsen Renewables AS (FORAS); FORAS holds the remaining 51% interest.
- Jointly invested with KRI to acquire a 25% stake in a German offshore wind farm. Ørsted Wind Power A/S and Gulf International Holding Pte. Ltd. hold the remaining interests with 50% and 25% stakes respectively.

- 6 Jointly invested with Keppel entities, with Keppel Asia Infrastructure Fund LP and Keppel Infrastructure Holdings Pte. Ltd. holding 30% and 18% interests respectively.
- 7 KIT and Metro Pacific Investments Corporations (MPIC) each indirectly holds an approximately equal percentage of interest in Philippine Coastal Storage & Pipeline Corporation, with KIT indirectly holding one voting share more than MPIC.

~~Note: The Basslink group companies entered into voluntary administration on 12 November 2021. The operations of Basslink group companies is presently under the control of the appointed receivers and managers.~~

## 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 normally apply to such transactions. The Unitholders' Mandate would, however, cover Interested Person Transactions with values below S\$100,000 entered into during the same financial year and which are aggregated by the SGX-ST under Chapter 9 of the Listing Manual and treated as if they were one Interested Person Transaction which has a value of S\$100,000 or more.

- 4.3** Transactions with Interested Persons 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<sup>(1)</sup>, 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<sup>(2)</sup> (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 types of products,

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 the 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 <sup>(1)</sup> 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
Equals to or exceeds S\$10,000,000 but less than S\$20,000,000	– Subsequent borrowings from, or issue or sale of debt securities to, that Interested Person is subject to review and approval by the Review Committee 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

Aggregate value of the interest expense <sup>(1)</sup> 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\$20,000,000	<ul style="list-style-type: none"> <li>- 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</li> </ul>

**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"> <li>- No prior approval required from Audit and Risk Committee</li> <li>- Reviewed on a quarterly basis (if KIT announces its quarterly financial statements, whether required by SGX-ST or otherwise) or a half-yearly basis (if KIT does not announce its quarterly financial statements), 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</li> </ul>

Aggregate of the principal amount of funds placed with, and all debt securities subscribed and/or purchased from, any Interested Person	Monitoring procedures
Exceeds S\$100,000,000	<ul style="list-style-type: none"> <li>- 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</li> </ul>

(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"> <li>- No prior approval required from Audit and Risk Committee</li> <li>- Reviewed on a quarterly basis (if KIT announces its quarterly financial statements, whether required by SGX-ST or otherwise) or a half-yearly basis (if KIT does not announce its quarterly financial statements), 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</li> </ul>

Aggregate of the principal amount of foreign exchange, swap and option transactions with any Interested Person	Monitoring procedures
Exceeds S\$100,000,000	– 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 (or Head, Finance, in the absence of the 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 (if KIT announces its quarterly financial statements, whether required by SGX-ST or otherwise) or a half-yearly basis (if KIT does not announce its quarterly financial statements), 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 (if KIT announces its quarterly financial statements, whether required by SGX-ST or otherwise) or a half-yearly basis (if KIT does not announce its quarterly financial statements), and submit a report for the 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 (or Head, Finance, in the absence of 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 2023 ~~19 April 2022~~, 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.

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## THE PROPOSED TRUST DEED AMENDMENTS

The proposed form of the amendments to the Trust Deed, subject to Unitholders passing the resolution to approve the Proposed Trust Deed Amendments, is as follows:

- that the definition of “**Business Trusts Act**” appearing in Clause 1.1 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below and the deletions as indicated by the deleted text below:

““**Business Trusts Act**” means the Business Trusts Act, ~~Chapter 31A~~ 2004 of Singapore;”

- that the definition of “**Companies Act**” appearing in Clause 1.1 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below and the deletions as indicated by the deleted text below:

““**Companies Act**” means the Companies Act, ~~Chapter 50~~ 1967 of Singapore;”

- that the definition of “**Depository**” appearing in Clause 1.1 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below:

““**Depository**” means The Central Depository (Pte) Limited or any successor and assign thereof established by Singapore Exchange Securities Trading Limited as a depository company which operates a central depository system for the holding and transfer of book-entry securities;”

- that the definition of “**Depository Agent**” appearing in Clause 1.1 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below and the deletions as indicated by the deleted text below:

““**Depository Agent**” means ~~a member company of the SGX-ST, a trust company (licensed under the Trust Companies Act, Chapter 336 of Singapore), a banking corporation or merchant bank (approved by the MAS under the Monetary Authority of Singapore Act, Chapter 186 of Singapore) or any other person or body approved by the Depository who or which:~~

- (i) ~~performs services as a depository agent for Sub-Account Holders in accordance with the terms of a depository agent agreement entered into between the Depository and the depository agent;~~
- (ii) ~~deposits book-entry securities with the Depository on behalf of Sub-Account Holders; and~~
- (iii) ~~establishes an account in its name with the Depository. has the meaning ascribed to it in the Securities and Futures Act;~~

- that the definition of “**Relevant Laws, Regulations and Guideline**” appearing in Clause 1.1 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below:

““**Relevant Laws, Regulations and Guidelines**” means, as applicable in the context, any or all laws, regulations and guidelines that apply to the Trust, including the Business Trusts Act, the Securities and Futures Act, the Listing Rules, the Licenses, and all directions, guidelines or requirements imposed by any competent authority to apply to the Trust, as the same may be modified, amended, supplemented, revised or replaced from time to time;”

- that Clause 1.1 of the Trust Deed be amended by inserting the following definition of Electronic Communications immediately after the definition of “**Effective Date**”:

“**Electronic Communications**” means communications transmitted (whether from one person to another, from one device to another, from a person to a device or from a device to a person):

- (i) by means of a telecommunication system (as defined in the Telecommunications Act 1999 of Singapore); or
- (ii) by other means but while in an electronic form,

such that it can (where particular conditions are met) be received in legible form or be made legible following receipt in non-legible form;”

- that the definition of “**Minor**” appearing in Clause 1.1 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below and the deletions as indicated by the deleted text below:

“**Minor**” means any individual under the age of ~~21~~18 years;”

- that the definition of “**Securities and Futures Act**” appearing in Clause 1.1 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below and the deletions as indicated by the deleted text below:

“**Securities and Futures Act**” means the Securities and Futures Act, ~~Chapter 289~~ 2001 of Singapore;”

- that Clause 4.8 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below and the deletions as indicated by the deleted text below:

#### **“4.8 Death of Holders**

The executors or administrators of a deceased Holder (not being a Joint Holder) shall be the only persons recognised by the Trustee-Manager as having title to the Units. In case of the death of any one of the Joint Holders of Units and subject to applicable law the survivor(s), upon producing such evidence of death as the Trustee-Manager may require, shall be the only person or persons recognised by the Trustee-Manager as having any title to or interest in the Units provided that where the sole survivor is a Minor, the Trustee-Manager shall act only on the requests, applications or instructions of the surviving Minor after he attains the age of ~~21~~18 years and shall not be obliged to act on the requests, applications or instructions of the heirs, executors or administrators of the deceased Joint Holder, and shall not be liable for any claims or demands whatsoever by the heirs, executors or administrators of the deceased Joint Holder, or for any claims or demands whatsoever by the Minor Joint Holder or the Minor Joint Holder’s legal guardian in omitting to act on any request, application or instruction given by the Minor before he attains such age.”

- that Clause 4.10 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below and the deletions as indicated by the deleted text below:

**"4.10 Minors**

A Minor shall not be registered as a sole Holder but may be registered as a Joint Holder provided that each of the other Joint Holders is a person who has attained the age of 21~~18~~ years.

In the event that one of the Joint Holders is a Minor, the Trustee-Manager need only act on the instructions given by the adult Joint Holder."

- that Clause 16.1.8 of the Trust Deed be amended to reflect the deletions as indicated by the deleted text below:

**"16.1.8** that it will send or cause to be sent ~~by post~~ to each Holder or (as the case may be) the Depository on behalf of the Depositors the accounts of the Trust with the report of the auditors thereon together with the annual report as provided in Clause 16.1.5, within the time limits as imposed by the Relevant Laws, Regulations and Guidelines; and"

- that Clause 17.1 of the Trust Deed be amended to reflect the deletions as indicated by the deleted text below:

**"17.1 Dissemination of Accounts**

Pursuant to Clause 16.1.8, the Trustee-Manager shall exercise Due Care to send or cause to be sent ~~by post~~ to Holders or (as the case may be) the Depository on behalf of the Depositors once a year (within the time limits imposed by the Relevant Laws, Regulations and Guidelines) accounts which contain such information as the Trustee-Manager may from time to time determine. Such accounts shall each be for a period covering each financial year."

- that Clause 22.1 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below and the deletions as indicated by the deleted text below:

**"22.1 Notices to Holders**

**22.1.1** Any notice required to be served upon a Holder shall be deemed to have been duly given if sent by post to or left, in the case of Units not credited into a Securities Account, at his address as appearing in the Register or in the case of Joint Holders, to the Joint Holder whose name stands first in the Register and, in the case of Units credited into a Securities Account, at his address on record with the Depository, or in the case of Joint Depositors, to the Joint Depositor whose name stands first in the record of the Depository Register. Any notice so served by post shall be deemed to have been served ~~three days after~~ on the date of posting, and in proving such service it shall be sufficient to prove that the letter containing the same was properly addressed, stamped and posted. Any charges payable to the Depository for serving notices or other documents to Holders may be paid out of the Trust Property.

22.1.2 Without prejudice to the provisions of Clause 22.1.1, but subject otherwise to the Relevant Laws, Regulations and Guidelines and in particular, any Listing Rules relating to Electronic Communications, any notice or document (including, without limitation, any accounts, balance sheet, financial statements or report) which is required or permitted to be given, sent or served under this Deed, or by the Trustee-Manager, to a Holder may be given, sent or served using Electronic Communications:

- (i) to the current email address of the Holder; or
- (ii) by making it available on a website prescribed by the Trustee-Manager from time to time,

in accordance with the provisions of this Deed, the Listing Rules and/or any other Relevant Laws, Regulations and Guidelines. Notwithstanding anything to the contrary:

- (a) forms or acceptance letters that Holders may be required to complete;
- (b) notice of meetings of Holders, excluding any circulars or letters referred in that notice;
- (c) any notice or document relating to any take-over offer of the Trust;
- (d) any notice or document relating to any rights issue by the Trust; or
- (e) any notice as referred to in Clauses 22.1.6(ii) and (iii),

shall not be sent or served to Holders using Electronic Communications.

22.1.3 For the purposes of Clause 22.1.2, a Holder shall be deemed to have agreed to receive such notice or document by way of such Electronic Communications and shall not have a right to elect to receive the physical copy of such notice or document.

22.1.4 Notwithstanding Clause 22.1.3, the Trustee-Manager may, at its discretion, at any time give a Holder an opportunity to elect within a specified period of time whether to receive such notice or document by way of Electronic Communications or as a physical copy, and a Holder shall be deemed to have consented to receive such notice or document by way of Electronic Communications if he was given such an opportunity and he failed to make an election within the specified time, and he shall not in such an event have a right to receive a physical copy of such notice or document.

22.1.5 Where a notice or document is given, sent or served by Electronic Communications:

- (i) to the current email address of a person pursuant to Clause 22.1.2(i), it shall be deemed to have been duly given, sent or served at the time of transmission of the Electronic Communication by the email server or facility operated by the Trustee-Manager or its service provider to the current address of such person (notwithstanding any delayed receipt, non-delivery or "returned mail" reply message or any other error message indicating that the Electronic Communication was delayed or not successfully sent), unless otherwise provided under the Listing Rules and/or any other Relevant Laws, Regulations and Guidelines; and
- (ii) by making it available on a website pursuant to Clause 22.1.2(ii), it shall be deemed to have been duly given, sent or served on the date on which the notice or document is first made available on the website (notwithstanding any subsequent unforeseen event, including but not limited to a cyber-attack or a system failure on the website, resulting in the website being inaccessible to Holders), unless otherwise provided under the Listing Rules and/or any other Relevant Laws, Regulations and Guidelines.

22.1.6 The use of Electronic Communications pursuant to Clause 22.1.2 is subject to the following safeguards:

- (i) before giving, sending or serving any notice or document by way of Electronic Communications to a Holder who is deemed to have consented pursuant to Clause 22.1.4, the Trustee-Manager must have given separate notice to the Holder in writing on at least one occasion that:
  - (a) the Holder may elect, within a time specified in the notice from the Trustee-Manager to the Holder, whether to receive notices and documents by way of Electronic Communications or as a physical copy;
  - (b) if the Holder does not make an election, notices and documents will be given, sent or served to the Holder by way of Electronic Communications;
  - (c) the manner in which Electronic Communications will be used is the manner specified in this Deed;
  - (d) the election is a standing election, but the Holder may make a fresh election at any time to receive notices or documents by way of Electronic Communications or as a physical copy; and
  - (e) the Holder's election to receive notices or documents by way of Electronic Communications or as a physical copy that is conveyed to the Trust last in time prevails over all previous elections as the Holder's valid and subsisting election in relation to all documents and notices to be given, sent or served to the Holder until the Holder makes a fresh election;

(ii) where a notice or document is given, sent or served to a Holder pursuant to Clause 22.1.2, the Trustee-Manager shall inform the Holder as soon as practicable of how to request a physical copy of that notice or document from the Trustee-Manager, and the Trustee-Manager shall provide a physical copy of that notice or document upon such request; and

(iii) where a notice or document is given, sent or served to a Holder by making it available on a website pursuant to Clause 22.1.2(ii), the Trustee-Manager shall as soon as practicable give separate physical notice to the Holder in compliance with the Listing Rules and/or any other Relevant Laws, Regulations and Guidelines."

- that Clause 22.3 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below:

**"22.3 Sufficiency of Service**

Any notice or document sent by post to or left at the registered address of a Holder or given, sent or served to any Holder using Electronic Communications in pursuance of this Deed shall be deemed sufficient service on all persons interested (whether jointly with or as claiming through or under him) in the Units concerned."

- that Clause 22.5 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below and the deletions as indicated by the deleted text below:

**"22.5 Risk of Service**

Any notice or document sent by post or Electronic Communications by the Trustee-Manager shall be sent at the risk of the person sending the notice or document~~recipient.~~"

- that Clause 25.1.1 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below and the deletions as indicated by the deleted text below:

**"25.1 Substantial Unitholdings**

**25.1.1** For so long as the Trust is listed, the provisions of Section 37, 38 and 39 of the Business Trust Act the Securities and Futures Act, Part 7, Division 2 (and any regulations made and forms prescribed in relation thereto) and to the extent applicable, any other Relevant Laws, Regulations and Guidelines, shall apply with the necessary changes as if specifically incorporated in this Clause 25."

- that Clause 26 of the Trust Deed be amended to reflect the additions as indicated by the underlined text below and the deletions as indicated by the deleted text below:

**"26 THIRD PARTY RIGHTS**

A person who is not a party to this Deed may not enforce its terms under the Contracts (Rights of Third Parties) Act, ~~Chapter 53B 2001~~ of Singapore, except that each Holder may enjoy the benefit of or enforce the terms of this Deed subject to the provisions of this Deed."

- that Paragraph 5.2 of the Schedule of the Trust Deed be amended to reflect the additions as indicated by the underlined text below and the deletions as indicated by the deleted text below:

**“5.2** ~~The instrument appointing a proxy shall be in writing and; under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation either under the common seal or under the hand of an officer or attorney so authorised.~~

**5.2.1** in the case of an individual, shall be:

- (i) signed by the appointor or his attorney if the instrument is delivered personally or sent by post; or
- (ii) authorised by that individual through such method and in such manner as may be approved by the Trustee-Manager, if the instrument is submitted by Electronic Communication; and

**5.2.2** in the case of a corporation, shall be:

- (i) either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation if the instrument is delivered personally or sent by post; or
- (ii) authorised by that corporation through such method and in such manner as may be approved by the Trustee-Manager, if the instrument is submitted by Electronic Communication.

The Trustee-Manager may, for the purposes of Clause 5.2.1(ii) and 5.2.2(ii), designate procedures for authenticating any such instrument, and any such instrument not so authenticated by use of such procedures shall be deemed not to have been received by the Trustee-Manager.

**5.2A** The Trustee-Manager may, in its absolute discretion:

**5.2A.1** approve the method and manner for an instrument appointing a proxy to be authorised; and

**5.2A.2** designate the procedure for authenticating an instrument appointing a proxy,

as contemplated in Clauses 5.2.1(ii) and 5.2.2(ii) for application to such Holders or class of Holders as it may determine. Where the Trustee-Manager does not so approve and designate in relation to a Holder (whether a class or otherwise), Clause 5.2.1(i) and/or (as the case may be) Clause 5.2.2(i) shall apply.”

- that Paragraph 5.3 of the Schedule of the Trust Deed be amended to reflect the additions as indicated 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:

**5.3.1** if sent personally or by post, 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; or

**5.3.2** if submitted by Electronic Communication, be received through such means as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting,

and in either case, (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.

**5.3A** The Trustee-Manager may, in its absolute discretion, and in relation to such Holders or class of Holders as it may determine, specify the means through which instruments appointing a proxy may be submitted by Electronic Communications, as contemplated in Clause 5.3.2, in so far as it complies with the Relevant Laws, Regulations and Guidelines. Where the Trustee-Manager does not so specify in relation to a Holder (whether of a class or otherwise), Clause 5.3.1 shall apply.”

- that Paragraph 5.6 of the Schedule of the Trust Deed be amended to reflect the additions as indicated by the underlined text below and the deletions as indicated by the deleted text below:

**“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~~ 1970 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 licenses to provide custodial services for securities under the Securities and Futures Act and who holds ~~shares~~ Units in that capacity; or (iii) (if applicable) the Central Provident Fund Board established by the Central Provident Fund Act, ~~Chapter 36~~ 1953 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.”