

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to the action you should take, you are recommended to seek your own personal financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser who, if you are taking advice in the United Kingdom, is authorised pursuant to the Financial Services and Markets Act 2000 or, if you are in a territory outside the United Kingdom, is an appropriately authorised independent financial adviser.

This document and any documents incorporated into it by reference should be read in conjunction with the accompanying Form of Acceptance (if you hold Offeree Shares in certificated form), which forms part of this document.

If you have sold or otherwise transferred all of your Offeree Shares (other than pursuant to the Final Offer), please send this document and the accompanying reply-paid envelope (for use in the UK only), but not the personalised Form of Acceptance, at once to the purchaser or transferee or to the bank, stockbroker, or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee. **However, the foregoing documents must not be forwarded or transmitted in or into any Restricted Jurisdiction or in or into any jurisdiction where to do so would constitute a violation of the relevant laws in that jurisdiction.** If you have sold or transferred only part of your holding of the Offeree Shares, you should retain this document and consult the bank, stockbroker or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise acquired Offeree Shares in certificated form, notwithstanding receipt of this document and any accompanying documents from the transferor, you should contact the Receiving Agent, Equiniti Limited, on 0371 384 2140 (if calling within the UK) or +44 121 415 0078 (if calling from outside the UK) to obtain a personalised Form of Acceptance. Lines are open Monday to Friday 8.30 a.m. to 5.30 p.m. (London Time) excluding public holidays in England and Wales.

Recommended Final Cash Offer

by

Agapier Investments Limited (“Offeror”)

**(a company indirectly and wholly-owned by
City Developments Limited (“CDL”))**

for

Millennium & Cophorne Hotels plc (“Offeree”)

YOUR ATTENTION IS DRAWN TO THE LETTER FROM THE INDEPENDENT DIRECTORS OF THE OFFEREE, WHICH CONTAINS THE RECOMMENDATION OF THE INDEPENDENT DIRECTORS OF THE OFFEREE TO ACCEPT THE FINAL OFFER, WHICH IS SET OUT ON PAGES 1 TO 7 OF THIS DOCUMENT.

TO ACCEPT THE FINAL OFFER IN RESPECT OF CERTIFICATED OFFEREE SHARES, THE FORM OF ACCEPTANCE SHOULD BE COMPLETED, SIGNED AND RETURNED AS SOON AS POSSIBLE AND, IN ANY EVENT, SO AS TO BE RECEIVED BY THE RECEIVING AGENT NOT LATER THAN 1.00 P.M. (LONDON TIME) ON 27 SEPTEMBER 2019.

ACCEPTANCES IN RESPECT OF UNCERTIFICATED OFFEREE SHARES SHOULD BE MADE ELECTRONICALLY THROUGH CREST SO THAT THE TTE INSTRUCTION SETTLES AS SOON AS POSSIBLE AND, IN ANY EVENT, NOT LATER THAN 1.00 P.M. (LONDON TIME) ON 27 SEPTEMBER 2019. IF YOU ARE A CREST SPONSORED MEMBER YOU SHOULD REFER TO YOUR CREST SPONSOR AS ONLY YOUR CREST SPONSOR WILL BE ABLE TO SEND THE NECESSARY TTE INSTRUCTION TO EUROCLEAR.

THE PROCEDURE FOR ACCEPTANCE OF THE FINAL OFFER IS SET OUT IN PARAGRAPH 18 OF PART II AND PARTS C AND D OF APPENDIX I TO THIS DOCUMENT AND, IN RESPECT OF CERTIFICATED OFFEREE SHARES, IS FURTHER DESCRIBED IN THE FORM OF ACCEPTANCE.

Unless otherwise determined by the Offeror or required by the Code, and permitted by applicable law and regulation, the Final Offer shall not be capable of acceptance from or within a Restricted Jurisdiction. Accordingly, copies of this document and the accompanying Form of Acceptance and any other accompanying document must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent (including, without limitation, by way of facsimile, transmission, telephone or internet) in, into or from a Restricted Jurisdiction and persons receiving this document, the Form of Acceptance and any other accompanying document (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions as doing so may invalidate any purported acceptance of the Final Offer. The availability of the Final Offer to persons who are not resident in the United Kingdom may be affected by the laws of their relevant jurisdiction. Such persons should inform themselves about and observe any applicable legal or regulatory requirements of their jurisdiction.

Barclays Bank PLC, acting through its Investment Bank (“**Barclays**”), which is authorised by the PRA and regulated in the United Kingdom by the FCA and the PRA, is acting exclusively for the Offeror and CDL and no one else in connection with the Final Offer and will not be responsible to anyone other than the Offeror or CDL for providing the protections afforded to clients of Barclays, nor for providing advice in relation to the Final Offer or any other matter referred to in this document. Merrill Lynch Singapore (Pte) Ltd. (“**BofA Merrill Lynch**”), a subsidiary of Bank of America Corporation, is acting exclusively for the Offeror and CDL in connection with the Final Offer and for no one else and will not be responsible to anyone other than the Offeror or CDL for providing the protections afforded to its clients or for providing advice in relation to the Final Offer or any other matter referred to in this document.

Credit Suisse International (“**Credit Suisse**”) is authorised by the PRA and regulated by the FCA and the PRA. Credit Suisse is acting exclusively for the independent committee of the Offeree Board comprising the Offeree Independent Directors (the “**Independent Committee**”) and for no-one else in connection with the Final Offer, the content of this document and other matters described in this document. Credit Suisse will not regard any other person as its client in relation to the Final Offer, the content of this document and other matters described in this document and will not be responsible to anyone other than the Independent Committee for providing the protections afforded to its clients, nor for providing advice to any other person in relation to the Final Offer, the content of this document or any other matters described in this document.

Publication on Website and Availability of Hard Copies

This document, together with all information incorporated into this document by reference to another source, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, shall be available on CDL's website at <http://www.cdl.com.sg/Millennium-Offer> and on the Offeree's website at <https://investors.millenniumhotels.com/regulatory-announcements-and-news/city-developments-ltd-offer-documents> by no later than 12.00 noon (London time) on 16 August 2019. For the avoidance of doubt, the contents of these websites are not incorporated into and do not form part of this document.

You may request a hard copy of this document and/or any information incorporated into this document by reference to another source by contacting the Receiving Agent, Equiniti Limited on 0371 384 2140 (if calling within the UK) or +44 121 415 0078 (if calling from outside the UK). Lines are open Monday to Friday 8.30 a.m. to 5.30 p.m. (London time), excluding public holidays in England and Wales. You may also request that all future documents, announcements and information to be sent to you in relation to the Final Offer should be in hard copy form.

Overseas Offeree Shareholders

The Final Offer is not being made, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and the Final Offer is not capable of acceptance from or within a Restricted Jurisdiction. Accordingly, copies of this document, the Form of Acceptance and any accompanying document are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this document, the Form of Acceptance and any accompanying document (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions as doing so may invalidate any purported acceptance of the Final Offer. The availability of the Final Offer to Offeree Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Such persons should read paragraph 5 of Part B and paragraph (c) of Part C (if such person holds Offeree Shares in certificated form) or paragraph (b) of Part D (if such person holds Offeree Shares in uncertificated form) of Appendix I to this document and inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions.

If you are a resident of the United States, please read the following:

The Final Offer is being made for securities of an English company and is being made in the United States in compliance with, and in reliance on, Section 14(e) of the US Securities Exchange Act of 1934 (the "**Exchange Act**"), Regulation 14E thereunder and the exemption therefrom provided by Rule 14d-1(d) under the Exchange Act. The Final Offer is being made in the United States by the Offeror and no one else. The Final Offer is subject to disclosure and procedural requirements of the United Kingdom which are different from those in the United States. In addition, US investors should be aware that this document has been prepared in accordance with a United Kingdom format and style, which differs from the United States format and style. In particular, the Appendices to this document contain information concerning the Final Offer required by UK disclosure requirements which may be material and may not have been summarised elsewhere in the document. Furthermore, the payment and settlement procedure with respect to the Final Offer will comply with the relevant UK rules, which differ from US payment and settlement procedures. Neither the SEC, nor any securities commission of any state of the United States has approved the Final Offer, passed upon the fairness of the Final Offer or passed upon the adequacy or accuracy of this document. Any representation to the contrary is a criminal offence in the United States.

The Offeror is organised under the laws of the British Virgin Islands and is an indirect, wholly-owned subsidiary of CDL. CDL is organised under the laws of Singapore and the Offeree is organised under the laws of England and Wales. Some or all of the officers and directors of the Offeror, CDL and the Offeree, respectively, are residents of countries other than the United States. In addition, most of the assets of the Offeror, CDL and the Offeree are located outside the United States. As a result, it may be difficult for US shareholders of the Offeree to sue, or effect service of process within the United States upon, the Offeror, CDL or the Offeree or their respective officers or directors. Further, it may be difficult to compel a non-US company and its affiliates to subject

themselves to a US court's judgment or to enforce against them a judgment of a US court predicated upon the federal or state securities laws of the United States.

In accordance with normal UK practice, CDL, the Offeror or their respective nominees, or their respective brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of the Offeree outside of the United States, other than pursuant to the Final Offer, before or during the period in which the Final Offer remains open for acceptance. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases shall be disclosed as required in the United Kingdom, will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. To the extent that such information is required to be publicly disclosed in the United Kingdom in accordance with applicable regulatory requirements, this information will, as applicable, also be publicly disclosed in the United States.

The financial information relating to the CDL Group referred to in this document has been extracted from the audited consolidated financial statements of CDL for the financial year ended 31 December 2018, which has been prepared in accordance with SFRS(I) and IFRS, and Appendix III includes a reference to the relevant unaudited financial results of CDL for the six-month period ended 30 June 2019. In addition, unless otherwise stated, the financial information relating to the Offeree has been extracted from the Offeree FY2018 Results and the relevant unaudited financial results of the Offeree for the six-month period ended 30 June 2019. Even though they may contain a reconciliation of certain line items to Generally Accepted Accounting Principles in the United States, neither the financial information or statements may be wholly comparable to financial information or statements of US companies or companies whose financial statements are solely prepared in accordance with Generally Accepted Accounting Principles in the United States.

Unless otherwise stated, where amounts are shown in both Singapore Dollars and pounds sterling, or converted between the aforementioned currencies, in this document, the SGD/GBP exchange rates used in this document are those set out in Appendix VI to this document.

Any person (including custodians, nominees and trustees) who would, or otherwise intends to, or may have a contractual or legal obligation to forward this document and/or the Form of Acceptance to any jurisdiction outside the United Kingdom, should read paragraph 5 of Part B and paragraph (c) of Part C of Appendix I to this document before taking any action.

Forward Looking Statements

This document and the documents incorporated by reference into it contain statements about the Offeror, CDL and the Offeree that are or may be forward looking statements. All statements other than statements of historical facts included in this document may be forward looking statements. Without limitation, any statements preceded or followed by or that include the words "targets", "plans", "believes", "expects", "aims", "intends", "will", "may", "anticipates", "estimates", "projects", or words or terms of similar substance or the negative thereof, are forward looking statements. Forward looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of the Offeror's, CDL's or the Offeree's operations and potential synergies resulting from the Final Offer; and (iii) the effects of government regulation on the Offeror's, CDL's or the Offeree's business.

Such forward looking statements involve risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results to differ materially from those projected or implied in any forward looking statements. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward looking statements, which speak only as of the date hereof. The Offeror, CDL and the Offeree disclaim any obligation to update any forward looking or other statements contained herein, except as required by applicable law.

All subsequent written and oral forward looking statements attributable to the Offeror, CDL or persons acting on the Offeror's or CDL's behalf are expressly qualified in their entirety by the cautionary statements above. The forward looking statements included herein are made only as of

the date of this document. The Offeror and CDL do not intend, and do not undertake any obligation, to update these forward looking statements.

No profit forecasts or estimates

No statement in this document is intended as a profit forecast or estimate for any period and no statement in this document should be interpreted to mean that earnings or earnings per share for the Offeror, CDL or the Offeree, as appropriate, for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for the Offeror, CDL or the Offeree, as appropriate.

Disclosure requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at <http://www.thetakeoverpanel.org.uk>, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. If you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure, you should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129.

Rounding

Certain figures included in this document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

TO ACCEPT THE OFFER

If you hold Offeree Shares in certificated form:

If you hold your Offeree Shares, or any of them, in certificated form (that is, NOT in CREST), to accept the Final Offer in respect of those Offeree Shares, you should complete, sign and return the enclosed Form of Acceptance along with your valid share certificate(s) and/or any other relevant documents of title as soon as possible and, in any event, so as to be received by post or by hand (during normal business hours) at the Receiving Agent, Equiniti Limited, at Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA **no later than 1.00 p.m. (London time) on 27 September 2019.**

Further details on the procedures for acceptance of the Final Offer if you hold any of your Offeree Shares in certificated form are set out in paragraph 21(a) of Part II of this document, Part C of Appendix I to this document and in the accompanying Form of Acceptance. A reply paid envelope for use within the UK only is enclosed for your convenience and may be used by holders of Offeree Shares in certificated form in the UK for returning their Forms of Acceptance.

If you hold Offeree Shares in uncertificated form:

If you hold your Offeree Shares, or any of them, in uncertificated form (that is, in CREST), to accept the Final Offer in respect of those Offeree Shares, you should follow the procedure for Electronic Acceptance through CREST so that the TTE instruction settles **as soon as possible and, in any event, not later than 1.00 p.m. (London time) on 27 September 2019.**

Further details on the procedures for acceptance of the Final Offer if you hold any of your Offeree Shares in uncertificated form are set out in paragraph 21(b) of Part II of this document and in Part D of Appendix I to this document. If you hold your Offeree Shares as a CREST sponsored member, you should refer acceptance of the Final Offer to your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE instruction to Euroclear.

You are advised to read the whole of this document carefully.

**THE FIRST CLOSING DATE OF THE FINAL OFFER IS 1.00 P.M. (LONDON TIME) ON
27 SEPTEMBER 2019.**

Helpline

If you have any questions relating to this document or the completion and return of the Form of Acceptance, please telephone the Receiving Agent, Equiniti Limited, on 0371 384 2140 (if calling within the UK) or +44 121 415 0078 (if calling from outside the UK) between 8.30 a.m. and 5.30 p.m. (London time) Monday to Friday (excluding public holidays in England and Wales).

Please note that, for legal reasons, the Receiving Agent will only be able to provide you with information contained in this document and will be unable to give advice on the merits of the Final Offer or to provide legal, financial or taxation advice on the contents of this document.

Table of Contents

	Page
PART I LETTER OF RECOMMENDATION FROM THE INDEPENDENT DIRECTORS OF MILLENNIUM & COPTHORNE HOTELS PLC.....	1
PART II LETTER FROM CITY DEVELOPMENTS LIMITED.....	8
APPENDIX I CONDITIONS TO, AND FURTHER TERMS OF, THE FINAL OFFER...	22
PART A CONDITIONS TO THE FINAL OFFER.....	22
PART B FURTHER TERMS OF THE FINAL OFFER	31
PART C FORM OF ACCEPTANCE (FOR SHARES IN CERTIFICATED FORM).	45
PART D ELECTRONIC ACCEPTANCE	49
APPENDIX II FINANCIAL AND RATINGS INFORMATION RELATING TO THE OFFEREE	53
APPENDIX III FINANCIAL AND RATINGS INFORMATION RELATING TO THE CDL GROUP	54
APPENDIX IV TAXATION.....	55
APPENDIX V ADDITIONAL INFORMATION.....	56
APPENDIX VI <i>PRO FORMA</i> EFFECTS OF THE FINAL OFFER FOR CDL	72
APPENDIX VII DEFINITIONS.....	74

PART I

LETTER OF RECOMMENDATION FROM THE INDEPENDENT DIRECTORS OF MILLENNIUM & COPTHORNE HOTELS PLC

(Incorporated in England & Wales with registered number 03004377)

Independent Non-Executive Directors:

His Excellency Shaukat Aziz (*Senior Independent Non-Executive Director*)

Daniel Desbaillets (*Non-Executive Director*)

Martin Leitch (*Non-Executive Director*)

Christian de Charnacé (*Non-Executive Director*)

Paola Bergamaschi Broyd (*Non-Executive Director*)

Vicky Williams (*Non-Executive Director*)

Registered Office:

Victoria House

Victoria Road

Horley

Surrey RH6 7AF

United Kingdom

15 August 2019

To holders of Offeree Shares and, for information only, to persons with information rights and participants in the Offeree Share Schemes

Dear Shareholder,

Recommended Final Cash Offer

for

Millennium & Copthorne Hotels plc (the “Offeree”)

by

Agapier Investments Limited (the “Offeror”)

(a company indirectly and wholly-owned by City Developments Limited (“CDL”))

1 Introduction

On 7 June 2019, the boards of the Offeror and CDL and the Offeree Independent Directors announced that they had reached agreement on the terms of a recommended pre-conditional final cash offer by the Offeror of the entire issued and to be issued share capital of the Offeree not already owned by CDL and its subsidiaries (and persons acting in concert with them), which is final and will not be increased (the “**Final Offer Announcement**”). The formal Final Offer is set out in the letter from CDL in Part II of this document.

I am now writing to you on behalf of the Independent Committee to explain the background to the Final Offer and the reasons why the Independent Committee is unanimously recommending that you accept it.

2 Summary of the terms of the Final Offer

Under the Final Offer, which is subject to the Conditions and further terms set out in this document and in the Form of Acceptance, holders of Offeree Shares are entitled to receive:

for each Offeree Share 685 pence in cash

The Final Offer values the entire issued and to be issued share capital of the Offeree as at the Latest Practicable Date at approximately £2,227 million and the Final Offer Consideration represents:

- a premium of approximately 37.0 per cent. to the Closing Price of 500 pence per Offeree Share on 6 June 2019 (being the last Business Day prior to the start of the Offer Period);
- a premium of approximately 46.2 per cent. to the volume weighted average price of an Offeree Share for the period of 30 days prior to 6 June 2019 (being the last Business Day prior to the start of the Offer Period) of 469 pence;
- an increase of 65 pence per Offeree Share from the previously recommended final cash offer of 620 pence per Offeree Share (which included a special dividend of 20 pence per ordinary share) made to Offeree Shareholders on 21 December 2017; and
- a premium of approximately 47.0 per cent. to the Closing Price of 466 pence per Offeree Share on 23 May 2019 (being the last Business Day prior to the date on which an initial proposal was received by the Offeree from CDL).

If any dividend, distribution or other return of value is declared, made, paid or becomes payable by the Offeree in respect of Offeree Shares on or after the date of the Final Offer Announcement, the Final Offer Consideration shall be reduced by the amount of any such dividend, distribution or other return of value. In such circumstances, Offeree Shareholders would be entitled to retain any such dividend, distribution or other return of value declared, made or paid.

The Offeree Shares shall be acquired under the Final Offer fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature whatsoever and together with all rights now and hereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of value (whether by reduction of share capital or share premium account or otherwise) made, on or after the date of the Final Offer Announcement.

It was announced on 7 June 2019 that the Final Offer would be conditional on the OIO Pre-Condition and the New Zealand Panel Exemption Condition. As announced on 9 August 2019, both of these conditions have been determined by the Offeror to be satisfied.

The Final Offer remains subject to certain Conditions, which include the Offeror securing valid acceptances of the Final Offer in respect of more than 50 per cent. in nominal value of the Offeree Shares not already owned by the CDL Parties as at 7 June 2019 and of the voting rights attached to those shares. This Acceptance Condition is not waivable by the Offeror. Further details on the Conditions to the Final Offer are set out in paragraph 13 of the letter from CDL in Part II of this document.

3 Offeree Independent Directors

The Offeree Independent Directors, which excludes the appointees of CDL to the Offeree Board (such appointees being Kwek Leng Beng, Kwek Leng Peck and Kwek Eik Sheng), comprise the Independent Committee of the Offeree Board to which has been delegated the exercise of all powers of the Offeree Board in relation to the Final Offer.

4 Irrevocable undertakings

As stated in the Final Offer Announcement, CDL received irrevocable undertakings to accept the Final Offer from JNE Partners LLP (“**JNE**”) and MSD Capital, L.P. (“**MSD**”, together with JNE, “**JNE/MSD**”), International Value Advisers, LLC (“**IVA**”) and Classic Fund Management AG (“**Classic**”) and BWM AG (together with Classic, “**Classic/BWM**”).

The irrevocable undertakings given by JNE/MSD and Classic/BWM prevent such Offeree Shareholders from selling all or any part of their Offeree Shares.

The irrevocable undertaking given by IVA prevents it from selling all or any part of their Offeree Shares, except for any Offeree Shares held by IVA as professional trustee or agent for any of IVA’s clients for which the professional trusteeship or agency agreement in respect of such Offeree Shares has been terminated in writing by such clients of IVA. On 20 June 2019, CDL and the Offeror announced that IVA disposed of 117,437 Offeree Shares on 19 June

2019 that were subject to the irrevocable undertaking pursuant to the terms of such irrevocable undertaking and that IVA is no longer able to accept (or procure the acceptance of) the Final Offer in relation to those Offeree Shares.

Accordingly, as at the Latest Practicable Date, CDL has received irrevocable undertakings from Offeree Shareholders in respect of a total of 49,151,167 Offeree Shares, representing, in aggregate, approximately 43.48 per cent. of the Offeree Shares not already owned by the CDL Parties as at 7 June 2019, being the date of the Final Offer Announcement.

Under the terms of the irrevocable undertakings, IVA and Classic/BWM are restricted from acquiring any Offeree Shares or other securities of the Offeree or any interest (as defined in the Code) in any such Offeree Shares or securities. JNE/MSD are also subject to such restriction to acquire, unless the Panel confirms that JNE/MSD and any such person holding the Offeree Shares are not “acting in concert” with CDL.

Further details of these irrevocable undertakings are set out in paragraph 5 of Appendix V to this document.

5 Background to and reasons for the recommendation

Context

On 8 December 2017, CDL announced a final offer (the “**2017 Offer**”) to acquire the Offeree Shares not already held by CDL and its subsidiaries (and persons acting in concert with them) (the “**2017 CDL Parties**”). Under the terms of the 2017 Offer, Offeree Shareholders would have been entitled to receive a cash amount of 600 pence per Offeree Share together with a special dividend of 20 pence in cash per Offeree Share payable to all Offeree Shareholders upon the 2017 Offer becoming or being declared wholly unconditional. The 2017 Offer was conditional on, amongst other things, CDL securing valid acceptances in respect of more than 50 per cent. of the Offeree Shares not already owned by the 2017 CDL Parties (the “**2017 Acceptance Condition**”).

At the time of the 2017 Offer, the independent non-executive directors of the Offeree received a wide range of feedback from Independent Offeree Shareholders, including a public letter from IVA, MSD and its affiliates, and Classic (the “**Shareholder Letter**”), who at the time held Offeree Shares which represented, in aggregate, approximately 12.7 per cent. of the issued Offeree Shares and approximately 36.6 per cent. of the Offeree Shares not already owned by the 2017 CDL Parties. The Shareholder Letter stated that IVA, MSD and its affiliates, and Classic did not intend to tender their Offeree Shares into the 2017 Offer.

On 26 January 2018 (being the final closing date of the 2017 Offer), CDL announced that it had received valid acceptances in respect of Offeree Shares representing approximately 47.1 per cent. of the Offeree’s issued share capital not already owned by the 2017 CDL Parties as at 8 December 2017. The 2017 Acceptance Condition was, as a consequence, not satisfied and the 2017 Offer lapsed.

Final Offer received from CDL

In considering the Final Offer, the Offeree Independent Directors have taken into account both the potential growth in the business and the risks inherent in the continued execution of the Offeree’s strategy, as well as the value of the underlying assets of the Offeree. These factors have been considered against the certainty of a cash offer at a level that the Offeree Independent Directors believe is unlikely to be realised under the current ownership structure at least in the medium term. The Offeree Independent Directors have also taken into account that the Offeree continues to undergo significant management change at the Executive level with the Chief Executive Officer acting only on an interim basis.

In forming its view on the Final Offer, the Offeree Independent Directors have had regard to a number of valuation methodologies to assess a fair market value of the Offeree. The Offeree Independent Directors note the following:

- A.** The Final Offer represents a premium of approximately:
- 37.0 per cent. to the Closing Price of 500 pence per Offeree Share on 6 June 2019 (being the last Business Day prior to the start of the Offer Period);

- 46.2 per cent. to the volume weighted average price of an Offeree Share for the period of 30 days prior to 6 June 2019 (being the last Business Day prior to the start of the Offer Period) of 469 pence;
 - 10.5 per cent. to the 2017 Offer of 620 pence per Offeree Share (which included a special dividend of 20 pence per Offeree Share); and
 - 9.5 per cent. to 626 pence per Offeree Share, being the highest price that the Offeree Shares have traded in the last ten years prior to the start of the Offer Period, inclusive of the offer period of the 2017 Offer which was impacted by significant bid speculation.
- B.** The Final Offer premium of 37.0 per cent. is in line with the average of premia paid in other UK take private transactions undertaken by controlling shareholders.
- C.** The Offeree has historically traded at a sizeable discount to reported net book value (defined as total assets less total liabilities and minority interests, as set out in the Offeree annual, interim and quarterly reports) since the financial crisis of 2008 and for most of its 23 year history as a listed company.

In addition, the Offeree Independent Directors have had regard to the statements by CDL that it intends that the Offeree Group will continue to generate profit through its hotel assets, through employing complementary business models and that it intends that the Offeree Group will continue to own, lease, manage, franchise, invest in and/or operate hotel assets across a wide geographical landscape. However, the Offeree Independent Directors also note that CDL has stated that it will continue to evaluate opportunities and may make changes to individual hotels within the Offeree's portfolio and that such changes to specific hotel assets may include engaging third party operators on a selective basis to manage hotel assets that the Offeree owns, or by operating through a licensing model, through joint ventures or other arrangements where the Offeree manages hotel assets on behalf of third parties.

As an owner and operator of hotels, it has not been the Offeree's strategy to realise value by selling or repurposing its assets, and the Offeree Independent Directors would highlight that CDL may oppose such a realisation strategy in the future if the Offeree were to remain a listed company, by exercising its rights as a controlling shareholder. In light of this and CDL's statements regarding its intentions post acquisition, the Offeree Independent Directors are of the view that the Offeree as a listed entity would most likely continue to trade as a hotel owner and operator. The Offeree Independent Directors would also note that, as a listed entity, there may well not be opportunity for the Independent Offeree Shareholders to benefit from any potential value upside resulting from a sale of a significant portion of the assets of the Offeree in the medium term.

Conclusion

Whilst the Offeree Independent Directors continue to believe in the prospects for the business, the Final Offer represents an opportunity for Independent Offeree Shareholders to realise their investment in cash today at a valuation higher than the price at which the Offeree Shares have closed on any day in the ten years prior to the commencement of the Offer Period and provides the certainty of a cash offer at a level that the Offeree Independent Directors believe is unlikely to be realised under the current ownership structure at least in the medium term.

The Offeree Independent Directors note that CDL has received irrevocable undertakings to accept the Final Offer from JNE/MSD, IVA and Classic/BWM in respect of Offeree Shares representing, in aggregate, approximately 43.48 per cent. of the Offeree Shares not already owned by the CDL Parties as at 7 June 2019, being the date of the Final Offer Announcement.

Given the factors highlighted above, the Offeree Independent Directors believe the terms of the Final Offer represent fair and reasonable value for Independent Offeree Shareholders.

6 The Offeror's intentions and strategic plans for the Offeree

Your attention is drawn to the statement of the Offeror's plans for the Offeree if the Final Offer becomes or is declared wholly unconditional, as set out in paragraph 8 of the letter from CDL in Part II of this document.

The Offeree Independent Directors are pleased to note the statements made by the Offeror in such paragraph that:

- following the Final Offer becoming or being declared unconditional in all respects, the existing employment rights, including pension rights, of the management and employees of the Offeree will be fully safeguarded in accordance with contractual and statutory requirements;
- CDL has no intention to make any material changes to the balance of skills and functions of the management and employees of the Offeree Group or to the continued employment of, or in the conditions of employment of, the Offeree's employees, unless otherwise agreed with the relevant employee;
- CDL has no plans to move the location of the Offeree's headquarters or to make material changes to the locations of the Offeree's places of business; and
- CDL intends that the Offeree Group will continue to generate profit through its hotel assets, through employing complementary business models. As highlighted above, the Offeree Independent Directors also note that CDL intends that the Offeree Group will continue to own, lease, manage, franchise, invest in and/or operate hotel assets across a wide geographical landscape.

The Offeree Independent Directors also note that, as set out in paragraph 8 of the letter from CDL in Part II of this document, CDL will continue to evaluate opportunities and may make changes to individual hotels within the Offeree's portfolio and that such changes to specific hotel assets may include engaging third party operators on a selective basis to manage hotel assets that the Offeree owns, or by operating through a licensing model, through joint ventures or other arrangements where the Offeree manages hotel assets on behalf of third parties. The Offeree shall make available to its employees and pension scheme trustees a copy of this document and has previously informed them of the right of an employee representative and pension scheme trustees under Rule 25.9 of the Code to require that a separate opinion of an employee representative or pension scheme trustees on the effects of the Final Offer be appended to this document. As at the date of publication of this document, no such opinions have been provided. If and to the extent that the Offeree is provided with any such opinions after the date of publication of this document, the Offeree shall publish those opinions in accordance with the requirements of Rule 25.9 of the Code.

7. Financial position and current trading of the Offeree

On 2 August 2019, the Offeree announced its unaudited results for the six months and second quarter to 30 June 2019 as well as an update on trading for the first 21 days of July at that time.

Reported Group RevPAR for the first six months of 2019 increased by 3.4 per cent. to £77.82. In constant currency, Group RevPAR increased by 0.2 per cent. Excluding the impact of the closure of the Mayfair hotel and addition of the Millennium New Plymouth New Zealand as of 1 February 2018, like-for-like Group RevPAR decreased by 0.3 per cent. For the first 21 days of July 2019, like-for-like Group RevPAR increased by 1.6 per cent. Like-for-like comparisons exclude the impact of acquisitions, closures and refurbishments and are stated in constant currency terms.

For the half-year period, the Offeree Group reported total revenue decreased by £5 million or 1.0 per cent. to £472 million. On a constant currency basis, the Offeree Group total revenue decreased by £19 million or 3.9 per cent.

Profit before tax decreased by £19 million or 29.2 per cent to £46 million for the six-month period. Refurbishment at the Mayfair hotel and Orchard Hotel Singapore negatively impacted the Offeree Group's performance during H1 2019. In constant currency, profit before tax decreased by 31.3 per cent.

Property revenues in constant currency were lower by £9 million or 21.4 per cent. in H1 2019 as compared to the same period last year, due to challenging market conditions, and this resulted in lower property operating profit by £7 million or 28.0 per cent. to the Offeree Group. Revenue and operating profit from the REIT hotels decreased by £2 million or 6.1 per cent. and £4 million or 46.2 per cent. respectively in H1 2019.

Further details in relation to the financial information of the Offeree is set out in Appendix II of this document.

8 Offeree Share Schemes

Details of the impact of the Final Offer on participants in the Offeree Share Schemes are set out in paragraph 10 of the letter from CDL set out in Part II of this document.

Participants in the Offeree Share Schemes shall be contacted separately regarding the effect of the Final Offer on their rights under the Offeree Share Schemes.

9 Dividends

If any dividend, distribution or other return of value is declared, made, paid or becomes payable by the Offeree in respect of Offeree Shares on or after the date of the Final Offer Announcement, the Final Offer Consideration shall be reduced by the amount of any such dividend, distribution or other return of value. In such circumstances, Offeree Shareholders would be entitled to retain any such dividend, distribution or other return of value declared, made or paid.

10 Taxation

Your attention is drawn to Appendix IV to this document headed Taxation. If you are in any doubt as to your tax position or are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriate professional adviser immediately.

11 Overseas Shareholders

The attention of Offeree Shareholders who are citizens or residents of jurisdictions outside the United Kingdom or who are holding Offeree Shares for such citizens or residents and any person (including, without limitation, any nominee, custodian or trustee) who may have an obligation to forward any document in connection with the Final Offer outside the United Kingdom is drawn to paragraph 5 of Part B, paragraph (c) of Part C and paragraph (b) of Part D of Appendix I to this document and to the relevant provisions of the Form of Acceptance, which they should read before taking any action.

The Final Offer is not being made, directly or indirectly in, into or from any Restricted Jurisdiction or any other jurisdiction where to do so would violate the laws of that jurisdiction, and it is not currently intended that the Final Offer shall be capable of acceptance by any such use, means, instrumentality or facility from within any such jurisdiction. Accordingly, persons who are unable to give the warranties set out in paragraph (c) of Part C and/or paragraph (b) of Part D of Appendix I to this document may be deemed not to have validly accepted the Final Offer.

The availability of the Final Offer to Offeree Shareholders who are not resident in the United Kingdom may be affected by the laws of their relevant jurisdiction. Such persons should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction. If you remain in any doubt, you should consult your professional adviser in the relevant jurisdiction without delay.

12 Compulsory acquisition, de-listing and re-registration

Your attention is drawn to paragraph 15 of the letter from CDL set out in Part II of this document in relation to the Offeror's intentions regarding the compulsory acquisition, de-listing and cancellation of trading in the Offeree Shares and re-registration of the Offeree as a private company following the Final Offer becoming or being declared wholly unconditional.

13 Action to be taken

The procedure for acceptance of the Final Offer is set out in paragraph 18 of the letter from CDL in Part II of this document and, if you hold your Offeree Shares in certificated form, in the accompanying Form of Acceptance.

If you have any questions relating to the procedure for acceptance of the Final Offer, please contact the Receiving Agent, Equiniti Limited, on 0371 384 2140 (if calling within the UK) or +44 121 415 0078 (if calling from outside the UK) between 8.30 a.m. and 5.30 p.m. (London time) Monday to Friday (excluding public holidays in England and Wales). Calls to the Receiving Agent's +44 121 415 0078 number from outside the UK are charged at applicable international rates. Different charges may apply to calls made from mobile phones and calls may be recorded and monitored randomly for security and training purposes. The Receiving Agent cannot provide advice on the merits of the Final Offer nor give any financial, legal or tax advice. If you are a CREST sponsored member, you should contact your CREST sponsor before taking any action.

14 Further Information

The terms of and Conditions to the Final Offer are set out in full in Appendix I to this document. Your attention is also drawn to the letter from CDL set out in Part II and the further information on the Offeree, CDL and the Offeror contained in Appendices II, III and V.

15 Recommendation

The Offeree Independent Directors, who have been so advised by Credit Suisse as to the financial terms of the Final Offer, consider the terms of the Final Offer to be fair and reasonable. In providing its advice to the Offeree Independent Directors, Credit Suisse has taken into account the commercial assessments of the Offeree Independent Directors. Credit Suisse is providing independent financial advice to the Offeree Independent Directors for the purpose of Rule 3 of the Code.

Accordingly, the Offeree Independent Directors unanimously recommend that Offeree Shareholders accept the Final Offer.

Yours faithfully

His Excellency Shaukat Aziz
Chairman of the Independent Committee

PART II

LETTER FROM CITY DEVELOPMENTS LIMITED

(Incorporated in the Republic of Singapore with registration number 196300316Z)

15 August 2019

To Offeree Shareholders and, for information only, to persons with information rights and to participants in the Offeree Share Schemes

Dear Offeree Shareholder,

RECOMMENDED FINAL OFFER FOR MILLENNIUM & COPTHORNE HOTELS PLC

1 Introduction

On 7 June 2019, the boards of the Offeror and CDL and the Offeree Independent Directors announced that they had reached agreement on the terms of a recommended pre-conditional final cash offer under which the Offeror shall acquire the entire issued and to be issued share capital of the Offeree not already owned by the CDL Parties, which is final and will not be increased.

Under the terms of the Final Offer, which will be subject to the Conditions and further terms set out in Appendix I to this document, Offeree Shareholders will be entitled to receive a cash amount of 685 pence per Offeree Share payable by the Offeror upon the Final Offer becoming or being declared wholly unconditional.

The Final Offer values the entire issued and to be issued share capital of the Offeree as at the Latest Practicable Date at approximately £2,227 million and the Final Offer Consideration represents:

- a premium of approximately 37.0 per cent. to the Closing Price of 500 pence per Offeree Share on 6 June 2019 (being the last Business Day prior to the start of the Offer Period);
- a premium of approximately 46.2 per cent. to the volume weighted average price of an Offeree Share for the period of 30 days prior to 6 June 2019 (being the last Business Day prior to the start of the Offer Period) of 469 pence;
- an increase of 65 pence per Offeree Share from the previously recommended final cash offer of 620 pence per Offeree Share (which included a special dividend of 20 pence per ordinary share) made to Offeree Shareholders on 21 December 2017; and
- a premium of approximately 47.0 per cent. to the Closing Price of 466 pence per Offeree Share on 23 May 2019 (being the last Business Day prior to the date on which an initial proposal was received by the Offeree from CDL).

This letter, Appendix I to this document and the Form of Acceptance contain the formal terms and Conditions of the Final Offer.

Your attention is drawn to the letter of recommendation from the Chairman of the Independent Committee in Part I of this document, which sets out the reasons why the Offeree Independent Directors, who have been so advised by the Independent Committee's Financial Adviser as to the financial terms of the Final Offer, consider the terms of the Final Offer to be fair and reasonable and, accordingly, unanimously recommend that all the Offeree Shareholders accept the Final Offer.

In providing its advice to the Offeree Independent Directors, the Independent Committee's Financial Adviser has taken into account the commercial assessments of the Offeree Independent Directors.

A. *The Offeree Group faces a number of challenges and a highly competitive landscape*

CDL believes that the Offeree Group currently faces a number of challenges despite a supportive lodging cycle, including: (i) pressure on profit margins principally caused by increasing repair and maintenance costs; (ii) rising dependency on Online Travel Agents (“OTA”); (iii) rising labour costs caused by structural factors such as unionised labour and national minimum wage legislation; and (iv) intensifying competition from large-scale asset-light hotel conglomerates and consolidation of large hotel brands globally such as Marriott with Starwood, building pressure on other hotel brands.

In addition to this, in the UK, the business faces a challenging business outlook given the uncertainties presented by Brexit, where many experienced European employees in the hotel and catering industries are expected to relocate to other European Union countries, resulting in a shortage of skilled labour and more competitive bidding for existing labour that stays in the UK.

In the US, the business faces challenges of: (i) potential declines in UK and European Union tourist travel due to the weakened GBP/Euro rates against USD; and (ii) excess hotel supply in key locations such as New York.

In Asia, the Offeree faces multiple issues including escalating geopolitical tensions, resulting in a dampening of demand in Seoul, Tokyo and mainland China.

B. *A long-term strategy with significant but targeted capital investment to reposition assets is required*

CDL believes that significant expenditure is required across many of the Offeree Group’s properties as part of a long-term strategy focussed on unlocking value. A well-structured refurbishment programme with specialist teams focused on enhancing core infrastructure and customer service levels will be required. Accordingly, whilst a programme of material capital investment may adversely impact the Offeree’s earnings and cashflows in the near term, there can be no guarantee that it would necessarily deliver improved returns in the medium term.

C. *Taking the Offeree private will make it a more nimble, flexible and efficient organisation and will provide it with the ability to further leverage CDL’s significant infrastructure and resources*

To meet the Offeree’s challenges and long-term financial requirements, CDL believes that the Offeree’s hotel business can be best navigated if the company becomes a private entity.

If the Offeree is taken private, CDL could provide the Offeree with direct access to CDL’s larger infrastructure as a diversified, global real estate operating company. CDL believes that the Offeree can leverage on CDL’s network, financial resources and its execution capabilities to effect a more efficient turnaround. The Offeree could also benefit from CDL’s long-standing track record and experienced in-house team of project experts who can execute a well-structured refurbishment programme with lower cost and at a quicker pace. Taking the Offeree private would promote nimbleness and flexibility to address the most important issues affecting the Offeree’s operating performance, thereby providing the company with a distinct advantage in a highly competitive lodging operating environment.

5 Information on CDL

CDL is a leading global real estate operating company headquartered in Singapore. CDL is one of the largest companies by market capitalisation listed on the Singapore Exchange (SGX). The CDL Group’s network spans 103 locations in 29 countries and regions. It currently owns and manages a geographically-diverse portfolio which comprises residences, offices, hotels, serviced apartments, integrated developments and shopping malls.

With over 55 years of experience in real estate development and management, CDL has developed over 43,000 homes and owns over 18 million square feet of lettable office, industrial, retail, residential and hotel space globally. In 2018, CDL achieved revenue of S\$4.2 billion (£2.3 billion)¹ and net profit before tax of S\$875.5 million (£486.8 million)¹ with a net asset value of approximately S\$10.1 billion (£5.8 billion)² as at 31 December 2018.

CDL is a limited company registered in Singapore.

Financial and ratings information on CDL is contained in Appendix III to this document.

6 Information on the Offeror

The Offeror is a limited company registered in the British Virgin Islands. It is an indirect, wholly-owned subsidiary of CDL.

The Offeror has not traded since its date of incorporation, nor has it entered into any obligations, other than in connection with the 2017 Offer and the Final Offer. No financial information has been published in respect of the Offeror.

7 Information on the Offeree

The Offeree is an international hotel group which owns, leases, manages, franchises, invests in and/or operates 147 hotels in 28 countries around the world.

The Offeree is a public limited company registered in England and Wales. Offeree Shares are listed on the premium segment of the Official List and admitted to trading on the Main Market of the London Stock Exchange.

Financial and ratings information on the Offeree is contained in Appendix II to this document.

8 The Offeror's intentions and strategic plans for the Offeree

CDL's strategic plans for the Offeree

Following completion of the Final Offer, CDL will consider and evaluate the impact of the Offeree Group's integration into the CDL Group. CDL intends to work with the management team and employees of the Offeree to meet the operational challenges faced by the Offeree and to identify opportunities to improve the operating and financing efficiency of its hotels by leveraging on CDL's infrastructure, network, financial resources and execution capabilities. However, given these operational challenges, CDL believes that the CDL Group will have to become increasingly involved in the operational and financial management of the Offeree Group.

CDL intends that the Offeree Group will continue to generate profit through its hotel assets, through employing complementary business models. Following completion of the Final Offer CDL intends that the Offeree Group will continue to own, lease, manage, franchise, invest in and/or operate hotel assets across a wide geographical landscape. CDL will continue to evaluate opportunities and may make changes to individual hotels within the Offeree's portfolio in order to meet the challenges facing its business, once it has finalised its plans. Such changes to specific hotel assets may include engaging third party operators on a selective basis to manage hotel assets that the Offeree owns, as the Offeree announced in January 2019 that it had done with The Biltmore, Mayfair, or by operating through a licensing model, through joint ventures or other arrangements where the Offeree manages hotel assets on behalf of third parties.

Employees and management

CDL has no intention to make material changes to the balance of skills and functions of the management and employees of the Offeree Group or to the continued employment of, or the conditions of employment of, the Offeree's employees, unless otherwise agreed with the relevant employee.

1. The exchange rate of SGD to GBP is based on an average exchange rate of S\$1.7986:£1.00 for FY2018 for the translation of profit and loss items.
2. The exchange rate of SGD to GBP is based on the closing exchange rate of S\$1.7411:£1.00 as at 31 December 2018 for the translation of the balance sheet items.

No proposals have yet been made on the terms of any incentivisation arrangements for relevant employees or management and no discussions have taken place regarding the terms of any such arrangements. Any such discussions and the implementation of any incentive arrangements would occur only following completion of the Final Offer.

Separately, the Offeree Independent Directors have confirmed that they intend to resign as Offeree Directors following the de-listing of the Offeree from the Official List and cancellation of Offeree Shares' admission to trading on the Main Market.

Existing rights and pension schemes

Following the Final Offer becoming or being declared unconditional in all respects, CDL intends that the existing employment rights, including pension rights, of the management and employees of the Offeree shall be fully safeguarded in accordance with contractual and statutory requirements.

The Wider Offeree Group operates defined benefit pension plans in Indonesia, Malaysia, Philippines, South Korea, Taiwan and the UK (the "**DB Plans**"), which are all open to the future accrual of benefits. The Offeree Annual Report and Accounts 2018 contains further information in respect of the funding position of the DB Plans in South Korea, Taiwan and the UK.

The DB Plan in Taiwan was closed to new entrants from 1 July 2005. The other DB Plans are not closed to new entrants.

The pension plan operated by the Offeree in the UK is the 'M&C Pension Plan' (the "**UK Plan**"), which was established in 1993. The UK Plan provides both a funded defined benefit arrangement together with a defined contribution plan (with an underpin in respect of any rights to guaranteed minimum pensions accrued before 6 April 1997), both with different categories of membership. The UK Plan was closed to new entrants from 1 November 2013.

Following the Final Offer being declared unconditional in all respects, CDL intends that the Wider Offeree Group will continue to comply with all of its pensions obligations under the DB Plans, including its commitment to make employer contributions (and does not intend to change the level of such contributions) and to fund any DB Plan deficit. It is not intended that (a) the defined benefit section of the UK Plan or the DB Plan in Taiwan will be reopened to new entrants or (b) the DB Plans in Indonesia, Malaysia, Philippines, South Korea or Taiwan will be closed to new entrants or (c) the accrual of benefits for existing members of any of the DB Plans will cease.

Further information in respect of the effect of the Final Offer on participants in the Offeree Share Schemes is also set out in paragraph 10 of this Part II below.

Locations and headquarters

CDL has no plans to move the location of the Offeree's headquarters or to make material changes to the locations of the Offeree's places of business.

Given the nature of the Offeree's business, the Offeree has no separate research and development function and CDL has no plans in this regard.

Trading facilities

The Offeree is currently listed on the Official List and, as set out in paragraph 15 of this Part II below, a request shall be made to the London Stock Exchange to cancel trading in Offeree Shares and de-list the Offeree from the Official List and re-register it as a private company. This shall both save the costs incurred with the listing and give the Offeree the flexibility to make more significant changes to its strategy, financing and structure than may be possible with the constraints and distractions associated with a listed company. Furthermore, the business requires substantial investment to fully develop its prospects for growth and expansion which can be more easily achieved within the context of private funding arrangements.

The Final Offer shall not have any impact on the existing business of CDL.

No statements in this paragraph 8 constitute “post-offer undertakings” for the purposes of Rule 19.5 of the Code.

9 Financial effects of the Final Offer

The Offeror is a company incorporated in the British Virgin Islands and has not engaged in any activities or traded, except for entering into transactions relating to the 2017 Offer and the Final Offer. The Offeror currently has no material assets and no material liabilities other than in connection with the Final Offer. The Offeree Shares to be acquired by the Offeror pursuant to the Final Offer will therefore comprise all the assets and liabilities of the Offeror at completion of the Final Offer.

The *pro forma* effects of the Final Offer for CDL is contained in Appendix VI to this document.

10 Offeree Share Schemes

Participants in the Offeree Share Schemes will be written to separately to inform them of the effect of the Final Offer on their rights under the Offeree Share Schemes including details of any appropriate proposals being made. A summary is set out below.

General

The Final Offer will extend to any Offeree Shares which are unconditionally allotted or issued as a result of the exercise of existing options and vesting of existing awards under the Offeree Share Schemes before the date on which the Final Offer closes.

ABP and ESP

Awards under the ABP and ESP will accelerate and vest as to a time pro-rated proportion on the Final Offer becoming or being declared wholly unconditional, and the remaining proportion of these awards will remain outstanding and capable of vesting on their normal vesting dates, subject to their terms. ABP and ESP awards which vest on or after the Final Offer becomes or is declared wholly unconditional will be settled in cash calculated by reference to the Final Offer Consideration.

Sharesave Plans

Options under the all employee Sharesave Plans will become exercisable in accordance with their terms if, following the Final Offer becoming or having been declared wholly unconditional, the Offeree Shares become the subject of a compulsory purchase process pursuant to the provisions of Chapter 3 of Part 28 of the Companies Act, as described in paragraph 15 of this Part II below. Participants will then be entitled to receive the Final Offer Consideration in respect of the Offeree Shares acquired on exercise as set out below. The Offeror has also agreed that in such case participants may be compensated in respect of losing the opportunity of being able to continue saving under these arrangements as a result of early exercise. The compensation amount per participant will be determined using the Final Offer Consideration to calculate the gain a participant could have made on their option if they had been able to continue to save for up to an additional 9 months. The compensation amount will be subject to income tax and national insurance contributions.

If Offeree Shares do not become the subject of a compulsory purchase process pursuant to the provisions of Chapter 3 of Part 28 of the Companies Act, options under the Sharesave Plans will continue to remain outstanding until their normal maturity dates, subject to their terms.

In either case, subject to the Final Offer becoming or being declared wholly unconditional, participants will receive, if required, a payment to compensate participants for any UK income tax or employee national insurance contributions payable in connection with the acquisition of Offeree Shares pursuant to the exercise of their options under the Sharesave Plans. Such payment will be made on a grossed-up basis.

Any exercise of options under the Sharesave Plans may be satisfied by newly issued Offeree Shares. Any Offeree Shares issued after the Final Offer becomes or is declared wholly unconditional and after the Final Offer ceases to be capable of acceptance would, pursuant to an amendment to the Offeree articles of association which the Offeror and the Offeree will

implement as soon as practicable following the Final Offer becoming or being declared wholly unconditional, be immediately transferred to the Offeror in consideration of a cash payment calculated by reference to the Final Offer Consideration.

11 Termination of Cooperation Agreement

CDL and the Offeree are party to an amended and restated cooperation agreement dated 14 November 2014 (as has been and may be further amended from time to time) (the “**Cooperation Agreement**”) which currently governs the conduct and relationship between CDL and the Offeree.

CDL and the Offeree entered into a deed of termination on 7 June 2019 (the “**Termination Deed**”) pursuant to which each of CDL and the Offeree has agreed to terminate the Cooperation Agreement, conditional upon the Final Offer becoming or being declared wholly unconditional and with effect from the de-listing of the Offeree Shares from the Official List.

12 Financing of the Final Offer

CDL will provide the Offeror with the cash consideration payable under the Final Offer from its existing cash resources as well as funds made available to CDL under a £660,000,000 credit facility that has been arranged between CDL and Oversea-Chinese Banking Corporation Limited. The cash consideration provided by CDL to the Offeror will be made by way of intercompany loans made by CDL to the Offeror (in respect of loans in an aggregate principal amount of £795,000,000) pursuant to the £660,000,000 Intercompany Loan Agreement and the Intercompany Cash Portion Loan Agreement.

CDL entered into a loan facility agreement with Oversea-Chinese Banking Corporation Limited as lender dated 7 June 2019 (the “**Facility Agreement**”) pursuant to which a £660,000,000 credit facility is made available to CDL to finance part of the cash consideration payable pursuant to the Final Offer (and, in each case, to finance fees, costs and expenses (and any taxes on them) and all stamp duty, stamp duty land tax, registration and other similar taxes incurred by or on behalf of the Offeror in connection with the Final Offer, as applicable).

The Offeror intends to use funds made available to it by CDL from CDL’s existing cash resources and pursuant to the Facility Agreement to finance the acquisition of Offeree Shares pursuant to the Final Offer.

Further details of the Facility Agreement, the £660,000,000 Intercompany Loan Agreement and the Intercompany Cash Portion Loan Agreement are set out in paragraph 8 of Appendix V to this document.

CDL’s Joint Financial Advisers, Barclays and BofA Merrill Lynch, are satisfied that resources available to the Offeror are sufficient to satisfy in full the cash consideration payable to Offeree Shareholders under the terms of the Final Offer.

13 Conditions to the Final Offer

The Final Offer is subject to the Conditions and further terms set out below and in Appendix I to this document.

It was announced on 7 June 2019 that the Final Offer would be subject to the OIO Pre-Condition and certain other Conditions, including: (i) valid acceptances of the Final Offer being received in respect of more than 50 per cent. in nominal value of the Offeree Shares not already owned by the CDL Parties as at 7 June 2019 and of the voting rights attached to those shares; and (ii) the New Zealand Panel Exemption Condition.

As jointly announced by CDL, the Offeror and the Offeree on 9 August 2019, the OIO Pre-Condition (and Condition 1(b) of Appendix I to this document) have been satisfied and, following confirmation from the Takeovers Panel of New Zealand that an exemption from the requirements of Rule 6(1) of the New Zealand Takeovers Code is not required in connection with the Final Offer, the New Zealand Panel Exemption has been determined by the Offeror to be satisfied.

The Final Offer remains conditional, among other things, on the Offeror securing valid acceptances of the Final Offer in respect of more than 50 per cent. in nominal value of the Offeree Shares not already owned by the CDL Parties at 7 June 2019 and of the voting rights attached to those shares. This Acceptance Condition is not waivable by the Offeror. The remainder of the Conditions are customary for a transaction of this nature.

14 Dividends

If any dividend, distribution or other return of value is declared, made, paid or becomes payable by the Offeree in respect of Offeree Shares on or after the date of the Final Offer Announcement, the Final Offer Consideration shall be reduced by the amount of any such dividend, distribution or other return of value. In such circumstances, Offeree Shareholders would be entitled to retain any such dividend, distribution or other return of value declared, made or paid.

15 Compulsory acquisition, de-listing and re-registration

If the Offeror receives acceptances under the Final Offer in respect of, and/or otherwise acquires, 90 per cent. or more of the Offeree Shares by nominal value and voting rights attaching to such shares to which the Final Offer relates (the expression “shares to which the Final Offer relates” shall be construed in accordance with Chapter 3 of Part 28 of the Companies Act), and assuming that all of the other Conditions of the Final Offer have been satisfied or waived (if capable of being waived), the Offeror intends to exercise its rights pursuant to the provisions of Chapter 3 of Part 28 of the Companies Act to compulsorily acquire the remaining Offeree Shares on the same terms as the Final Offer.

If the Final Offer becomes unconditional following the Acceptance Condition being fulfilled, it shall remain open for acceptances for not less than 14 calendar days from the date on which it would otherwise have expired. After the Final Offer becomes or is declared wholly unconditional, the Offeree will make an application for the cancellation of the listing of the Offeree Shares on the Official List and for the cancellation of trading of the Offeree Shares on the London Stock Exchange’s Main Market for listed shares.

It is anticipated that cancellation of the listing of Offeree Shares on the Official List and admission to trading of the Offeree Shares on the London Stock Exchange will take effect no earlier than 20 Business Days after either: (i) the date on which the Offeror has, by virtue of its shareholdings (and the shareholdings of the CDL Parties) and acceptances of the Final Offer, acquired or agreed to acquire Offeree Shares carrying 75 per cent. of the voting rights of the Offeree and obtained acceptances of the Final Offer or has acquired, or agreed to acquire, Offeree Shares from Independent Offeree Shareholders that represent a majority of the voting rights held by the Independent Offeree Shareholders on the date of the Final Offer Announcement; or (ii) the first date of issue of compulsory acquisition notices under Part 28 of the Companies Act.

The Offeror will notify the Offeree Shareholders when the required percentages have been attained (or the compulsory acquisition notices served) and confirm that the notice period has commenced and the anticipated date of cancellation.

It is also intended that, following the Final Offer becoming or being declared wholly unconditional and the Offeree Shares having been de-listed, the Offeree will be re-registered as a private company.

The cancellation of the admission to trading of the Offeree Shares on the Official List would significantly reduce the liquidity and marketability of any Offeree Shares in respect of which the Final Offer has not been accepted at that time. Further, following the Final Offer becoming, or being declared, unconditional in all respects and until the admission to trading of the Offeree Shares on the Official List is cancelled and the Offeree is re-registered as a private company (as described above), the Offeree Shares in relation to which the Final Offer has not been accepted shall only represent at most approximately 17.4 per cent. in nominal value of the issued ordinary share capital in the Offeree, with the Offeror holding the balance of such issued ordinary share capital. As such, once the Final Offer has become, or is declared, wholly unconditional, even if the admission to trading of the Offeree Shares on the Official List is not subsequently

cancelled, the Offeror shall retain control over the management and governance of the Offeree Group and the holders of other Offeree Shares shall not (save in certain limited cases) be able to block special resolutions of the Offeree, and their ability through the exercise of shareholder rights to influence the day-to-day management or governance of the Offeree Group, to direct its future strategy or to direct the declaration or payment of dividends or other distributions shall accordingly be significantly further reduced.

16 Taxation

Your attention is drawn to Appendix IV to this document, headed "Taxation". If you are in any doubt as to your tax position or are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriate professional adviser immediately.

17 Overseas Shareholders

The attention of Offeree Shareholders who are citizens or residents of jurisdictions outside the United Kingdom or who are holding Offeree Shares for such citizens or residents and any person (including, without limitation, any nominee, custodian or trustee) who may have an obligation to forward any document in connection with the Final Offer outside the United Kingdom is drawn to paragraph 5 of Part B, paragraph (c) of Part C and paragraph (b) of Part D of Appendix I to this document and to the relevant provisions of the Form of Acceptance, which they should read before taking any action.

The Final Offer is not being made, directly or indirectly in, into or from any Restricted Jurisdiction or any other jurisdiction where to do so would violate the laws of that jurisdiction, and it is not currently intended that the Final Offer shall be capable of acceptance by any such use, means, instrumentality or facility from within any such jurisdiction. Accordingly, persons who are unable to give the warranties set out in paragraph (c) of Part C and/or paragraph (b) of Part D of Appendix I to this document may be deemed not to have validly accepted the Final Offer.

The availability of the Final Offer to Offeree Shareholders who are not resident in the United Kingdom may be affected by the laws of their relevant jurisdiction. Such persons should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction. If you remain in any doubt, you should consult your professional adviser in the relevant jurisdiction without delay.

18 Procedure for acceptance of the Final Offer

Offeree Shareholders who hold their Offeree Shares in certificated form (that is, not in CREST) should read section (a) of this paragraph 18 in conjunction with the Form of Acceptance and Part B and C of Appendix I to this document. The instructions in the Form of Acceptance are deemed to be part of the terms of the Final Offer for Offeree Shareholders who hold their Offeree Shares in certificated form.

Offeree Shareholders who hold their shares in uncertificated form (that is, through CREST), should read section (b) of this paragraph 18 in conjunction with Parts B and D of Appendix I to this document.

Offeree Shareholders who hold some of their Offeree Shares in certificated form and others in uncertificated form should read section (a) of this paragraph 18 (in respect of their Offeree Shares in certificated form) and section (b) of this paragraph 18 (in respect of their Offeree Shares in uncertificated form).

(a) If you hold Offeree Shares in certificated form (i.e. not in CREST)

General

You should complete separate Forms of Acceptance for Offeree Shares held in certificated form but under different designations.

If you have any questions relating to the procedure for acceptance of the Final Offer, please contact the Receiving Agent, Equiniti Limited, on 0371 384 2140 (if calling within the UK) or +44 121 415 0078 (if calling from outside the UK) between 8.30 a.m. and

5.30 p.m. (London time) Monday to Friday (excluding public holidays in England and Wales). Calls to the Receiving Agent's +44 121 415 0078 number from outside the UK are charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored randomly for security and training purposes. The Receiving Agent cannot provide advice on the merits of the Final Offer nor give any financial, legal or tax advice. Additional Forms of Acceptance are available from the Receiving Agent upon request.

Completion of the Form of Acceptance

If you hold your Offeree Shares or any of them, in certificated form (that is, not in CREST), to accept the Offer in respect of those Offeree Shares, you must complete, sign and return the enclosed Form of Acceptance in accordance with the instructions set out in this paragraph 18, in Part C of Appendix I to this document and in the Form of Acceptance.

- *To accept the Final Offer in respect of all your Offeree Shares in certificated form, you must complete Box 3 and sign Box 4 of the enclosed Form of Acceptance.*
- *To accept the Final Offer in respect of less than all your Offeree Shares in certificated form, you must complete Box 3 and sign Box 4 of the enclosed Form of Acceptance.*

In all cases, if you are an individual, you must sign Box 4A on the Form of Acceptance in the presence of a witness who should also sign in accordance with the instructions printed on it.

Any Offeree Shareholder which is a company should execute Box 4B of the Form of Acceptance in accordance with the instructions printed on it.

If you do not insert a number in Box 3 of the Form of Acceptance, or if you insert in Box 3 a number which is greater than the number of certificated Offeree Shares that you hold and you have signed Box 4, your acceptance shall be deemed to be in respect of all the certificated Offeree Shares held by you.

Return of the Form of Acceptance

To accept the Final Offer in respect of Offeree Shares held in certificated form, the completed, signed and (where required) witnessed Form of Acceptance should be returned by post or by hand (during normal business hours only) to the Receiving Agent, Equiniti Limited at Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA together (subject to the paragraph below) with the relevant share certificate(s) and/or any other documents of title **as soon as possible, and in any event, so as to be received by Receiving Agent not later than 1.00 p.m. (London time) on 27 September 2019.** A reply-paid envelope is enclosed for your convenience. No acknowledgement of receipt of documents shall be given.

Any Form of Acceptance received in an envelope post-marked in any Restricted Jurisdiction or otherwise appearing to the Offeror or its agents to have been sent from any Restricted Jurisdiction may be rejected as an invalid acceptance of the Final Offer, unless the requirements for eligibility to participate in the Final Offer have, in the Offeror's sole judgement, been met. For further information on Offeree Shareholders resident overseas, see paragraph 17 of this Part II above.

Share certificates not readily available or lost

If your Offeree Shares are held in certificated form, a completed, signed and (where applicable) witnessed Form of Acceptance should be accompanied by the relevant share certificate(s) and/or other document(s) of title.

If for any reason the relevant share certificate(s) and/or other document(s) of title is/are not readily available or is/are lost, you should nevertheless complete, sign and lodge your completed Form of Acceptance as stated above so as to be received by the Receiving Agent by post or by hand (during normal business hours only) at Equiniti Limited, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA not

later than 1.00 p.m. (London time) on 27 September 2019. You should send with the Form of Acceptance any share certificate(s) and/or other document(s) of title which you may have available, accompanied by a letter stating that the remaining documents shall follow as soon as possible or that you have lost one or more of your share certificate(s) and/or other documents of title.

If subsequently available, you should then arrange for the relevant share certificate(s) and/or other document(s) of title to be forwarded as soon as possible. If you have lost your share certificate(s) and/or other document(s) of title, you should write to the Offeree's registrars or telephone the Offeree's registrars, Equiniti Limited, on 0371 384 2140 (if calling from the United Kingdom) or +44 121 415 0078 (if calling from elsewhere) as soon as possible requesting a letter of indemnity for the lost share certificate(s) and/or other document(s) of title which, when completed in accordance with the instructions given, should be returned by post or by hand (during normal business hours only) to the Receiving Agent at the address given above. Telephone lines are open between 8.30 a.m. and 5.30 p.m. (London time) Monday to Friday (excluding public holidays in England and Wales).

Validity of acceptances

Without prejudice to Parts B and C of Appendix I to this document, subject to the provisions of the Code, the Offeror reserves the right to treat as valid in whole or in part any acceptance of the Final Offer which is not entirely in order or which is not accompanied by the relevant share certificate(s) and/or other document(s) of title. In that event, no payment of cash under the Final Offer shall be made until after the relevant share certificate(s) and/or other document(s) of title or indemnities reasonably satisfactory to the Offeror have been received.

(b) If you hold Offeree Shares in uncertificated form (i.e. in CREST)

General

If your Offeree Shares are in uncertificated form (that is, in CREST), to accept the Final Offer you should take (or procure the taking of) the action set out below to transfer Offeree Shares in respect of which you wish to accept the Final Offer to the appropriate escrow balance(s), specifying the Receiving Agent (in its capacity as a CREST participant under the Escrow Agent's relevant participant ID referred to below) as the Escrow Agent, as soon as possible **and in any event so that the TTE instruction settles by not later than 1.00 p.m. (London time) on 27 September 2019. Note that settlement cannot take place on weekends or bank holidays (or other times at which the CREST system is non-operational) and you should therefore ensure that you time the input of any TTE instructions accordingly.**

The input and settlement of a TTE instruction in accordance with this paragraph shall (subject to satisfying the requirements set out in Parts B and D of Appendix I to this document) constitute an acceptance of the Final Offer in respect of the number of Offeree Shares so transferred to escrow.

If you are a CREST sponsored member, you should refer to your CREST sponsor before taking any action. Only your CREST sponsor shall be able to send the TTE instruction(s) to Euroclear in relation to your Offeree Shares.

After settlement of a TTE instruction, you shall not be able to access the Offeree Shares concerned in CREST for any transaction or charging purposes. If the Final Offer becomes or is declared wholly unconditional, the Escrow Agent shall transfer the Offeree Shares concerned in accordance with paragraph (d) of Part D of Appendix I to this document.

You are recommended to refer to the CREST Manual published by Euroclear for further information on the CREST procedures outlined below.

You should note that Euroclear does not make available special procedures, in CREST, for any particular corporate action. Normal system timings and limitations shall therefore apply in connection with a TTE instruction and its settlement. You should therefore ensure that all necessary action is taken by you (or by your

CREST sponsor) to enable a TTE instruction relating to your Offeree Shares to settle prior to 1.00 p.m. (London time) on 27 September 2019. In this connection, you are referred in particular to those sections of the CREST Manual concerning the practical limitations of the CREST system and timings.

To accept the Final Offer in respect of your Offeree Shares

To accept the Final Offer in respect of Offeree Shares held in uncertificated form, you should send (or, if you are a CREST sponsored member, procure that your CREST sponsor sends) to Euroclear a TTE instruction in relation to such shares. A TTE instruction to Euroclear must be properly authenticated in accordance with Euroclear's specifications for transfers to escrow and must contain the following details:

- the ISIN number for Offeree Shares. This is GB0005622542;
- the number of Offeree Shares in respect of which you wish to accept the Final Offer (i.e. the number of Offeree Shares to be transferred to escrow);
- your participant ID;
- your member account ID;
- the participant ID of the Escrow Agent. This is 2RA70;
- the member account ID of the Escrow Agent for the Final Offer. This is MILCDL01;
- the intended settlement date. This should be as soon as possible and, in any event, not later than 1.00 p.m. (London time) on 27 September 2019;
- the corporate action number of the Final Offer. This is allocated by Euroclear and shall be available on screen from Euroclear;
- input with a standard delivery instruction priority of 80; and
- a contact name and telephone number in the shared note field.

Validity of Acceptances

Offeree Shareholders with Offeree Shares in uncertificated form who wish to accept the Final Offer should note that a TTE instruction shall only be a valid acceptance of that Final Offer as at the relevant closing date if it has settled on or before 1.00 p.m. (London time) on that date. A Form of Acceptance which is received in respect of Offeree Shares held in uncertificated form shall be treated as an invalid acceptance and be disregarded.

The Offeror shall make an appropriate announcement if any of the details contained in this paragraph alter for any reason.

Overseas Shareholders

The attention of Offeree Shareholders holding Offeree Shares in uncertificated form and who are citizens or resident of jurisdictions outside the UK is drawn to paragraph 5 of Part B and paragraph (b) of Part D of Appendix I to this document.

General

Normal CREST procedures (including timings) apply in relation to any Offeree Shares that are, or are to be, converted from uncertificated to certificated form, or from certificated to uncertificated form, during the course of the Final Offer (whether any such conversion arises as a result of a transfer of Offeree Shares or otherwise). Holders of Offeree Shares who are proposing to convert any such shares are recommended to ensure that the conversion procedures are implemented in sufficient time to enable the person holding or acquiring the shares as a result of the conversion to take all necessary steps in connection with an acceptance of the Final Offer (in particular, as regards delivery of share certificate(s) and or other documents of title or transfers to an escrow balance as described above) prior to 1.00 p.m. (London time) on 27 September 2019.

If you have any questions relating to the procedure for acceptance of the Final Offer, please contact the Receiving Agent, Equiniti Limited, on 0371 384 2140 (if calling within the UK) or +44 121 415 0078 (if calling from outside the UK) between 8.30 a.m. and 5.30 p.m. (London time) Monday to Friday (excluding public holidays in England and Wales). Calls to the Receiving Agent's +44 121 415 0078 number from outside the UK are charged at applicable international rate. Different charges may apply to calls made from mobile phones and calls may be recorded and monitored randomly for security and training purposes. The Receiving Agent cannot provide advice on the merits of the Final Offer nor give any financial, legal or tax advice. If you are a CREST sponsored member, you should contact your CREST sponsor before taking any action.

19 Settlement

Subject to the Final Offer becoming or being declared wholly unconditional (and except as provided in paragraph 5 of Part B of Appendix I to this document in the case of certain overseas shareholders), settlement of the Final Offer Consideration to which any Offeree Shareholder (or the first-named shareholder in the case of joint holders) is entitled under the Final Offer shall be effected within 14 calendar days of the later of: (i) the First Closing Date; and (ii) the date on which the Final Offer becomes or is declared wholly unconditional, and in the case of acceptances received, complete in all respects, after such date but while the Final Offer remains open for acceptance, within 14 calendar days of the date of receipt of a valid and complete acceptance, in the following manner:

(a) Offeree Shares held in certificated form (i.e. not in CREST)

Where an acceptance relates to Offeree Shares held in certificated form, settlement of any cash due shall be despatched by first class post (or such other method as may be approved by the Panel) to accepting Offeree Shareholders or their appointed agents (but not into any Restricted Jurisdiction unless the Offeror, in its sole discretion, determines otherwise). All such cash payments shall be made in pounds sterling by cheque drawn on a branch of a UK clearing bank.

(b) Offeree Shares held in uncertificated form (i.e. in CREST)

Where an acceptance relates to Offeree Shares held in uncertificated form, the cash consideration to which an accepting Offeree Shareholder is entitled shall be paid by means of a CREST payment in favour of the accepting Offeree Shareholder's payment bank in respect of the cash consideration due, in accordance with CREST assured payment arrangements. The Offeror reserves the right to settle all or any part of the consideration referred to in this paragraph, for all or any accepting Offeree Shareholder(s), in the manner in referred to in paragraph 19(a) above, if, for any reason, it wishes to do so.

(c) General

If the Final Offer does not become or is not declared wholly unconditional:

- in the case of Offeree Shares held in certificated form, the relevant Form of Acceptance, share certificate(s) and/or other documents of title shall be returned by post (or by such other method as may be approved by the Panel) within 14 calendar days of the Final Offer lapsing to the person or agent whose name and address (outside a Restricted Jurisdiction) is set out in Box 1 of the Form of Acceptance or, if none is set out, to the first named holder at his or her registered address (provided that no such documents shall be sent to an address in a Restricted Jurisdiction); and
- in the case of Offeree Shares held in uncertificated form, the Escrow Agent shall, immediately after the lapsing of the Final Offer (or within such longer period as the Panel may permit, not exceeding 14 calendar days after the lapsing of the Final Offer), give TTE instructions to Euroclear to transfer all Offeree Shares held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Final Offer to the original available balances of the Offeree Shareholders concerned.

All remittances, communications, notices, certificates and documents of title sent by, to or from Offeree Shareholders or their appointed agents shall be sent at their own risk.

20 Further information

The Conditions to and further terms of the Final Offer are set out in full in Parts A and B of Appendix I to this document. Your attention is also drawn to the letter from the Offeree Independent Directors in Part I and the further information on the Offeree and Offeror contained in Appendices II, III and V to this document.

21 Action to be taken

To accept the Final Offer:

(a) If you hold Offeree Shares in certificated form (i.e. not in CREST)

If you hold your Offeree Shares, or any of them, in certificated form (that is, not in CREST), to accept the Final Offer in respect of those Offeree Shares you should complete, sign and return the Form of Acceptance (together with your share certificate(s) and/or other document(s) of title) **as soon as possible and, in any event, so as to be received by the Receiving Agent not later than 1.00 p.m. (London time) on 27 September 2019.**

Further details on the procedures for acceptance of the Final Offer if you hold any of your Offeree Shares in certificated form are set out in Part C of Appendix I to this document and in the accompanying Form of Acceptance. A reply-paid envelope for use in the UK only is enclosed for your convenience and may be used by holders of Offeree Shares in certificated form in the UK for returning their Form of Acceptance.

(b) If you hold Offeree Shares in uncertificated form (i.e. in CREST)

If you hold your Offeree Shares, or any of them, in uncertificated form (that is, in CREST), to accept the Final Offer in respect of those Offeree Shares you should follow the procedure for Electronic Acceptance through CREST so that the TTE instruction settles **as soon as possible and, in any event, not later than 1.00 p.m. (London time) on 27 September 2019.**

Further details on the procedures for acceptance of the Final Offer if you hold any of your Offeree Shares in uncertificated form are set out in Part D of Appendix I to this document. If you hold any of your Offeree Shares through a CREST sponsored member, you should contact your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE instruction to Euroclear.

Yours faithfully

Sherman Kwek
Group CEO, City Developments Limited

APPENDIX I

CONDITIONS TO, AND FURTHER TERMS OF, THE FINAL OFFER

PART A

CONDITIONS TO THE FINAL OFFER

1 Conditions of the Final Offer

The Final Offer shall be subject to the following Conditions:

Acceptance Condition

- (a) valid acceptances of the Final Offer being received (and not, where permitted, withdrawn) by no later than 1.00 p.m. (London time) on the First Closing Date (or such later time(s) and/or date(s) as the Offeror may, subject to the rules of the Code or with the consent of the Panel and in accordance with the applicable provisions of the Exchange Act, decide) in respect of more than 50 per cent. in nominal value of the Offeree Shares not already owned by the CDL Parties as at 7 June 2019 and of the voting rights attached to those shares.

For the purposes of this Condition, valid acceptances will be deemed to have been received in respect of Offeree Shares which are treated for the purposes of Part 28 of the Companies Act as having been acquired or contracted to be acquired by the Offeror by virtue of acceptances of the Final Offer;

New Zealand Overseas Investment Office exemption

- (b) the granting of consent and/or receipt of applicable exemptions under the New Zealand Overseas Investment Act 2005 and the New Zealand Overseas Investment Regulations 2005 for the indirect acquisition of interests in sensitive land and significant business assets in New Zealand that would occur if the Final Offer takes place and is successful;

New Zealand Takeovers Panel exemption

- (c) the granting by the Takeovers Panel of New Zealand of an unconditional exemption from the requirements of rule 6(1) of the New Zealand Takeovers Code;

Notifications, waiting periods and Authorisations

- (d) all notifications, filings or applications which are necessary or considered appropriate or desirable by the Offeror having been made in connection with the Final Offer and all necessary waiting periods (including any extensions thereof) under any applicable legislation or regulation of any jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory and regulatory obligations in any jurisdiction having been complied with in each case in respect of the Final Offer and all Authorisations deemed reasonably necessary or appropriate by the Offeror in any jurisdiction for or in respect of the Final Offer and, except pursuant to Chapter 3 of Part 28 of the Companies Act, the acquisition or the proposed acquisition of any shares or other securities in, or control or management of, the Offeree or any other member of the Wider Offeree Group by any member of the Wider CDL Group having been obtained in terms and in a form reasonably satisfactory to the Offeror from all appropriate Third Parties or (without prejudice to the generality of the foregoing) from any person or bodies with whom any member of the Wider Offeree Group or the Wider CDL Group has entered into contractual arrangements and all such Authorisations necessary, appropriate or desirable to carry on the business of any member of the Wider Offeree Group in any jurisdiction having been obtained and all such Authorisations remaining in full force and effect at the time at which the Final Offer becomes otherwise wholly unconditional and there being no notice or intimation of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations;

General antitrust and regulatory

- (e) no antitrust regulator or Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and, in each case, not having withdrawn the same), or having required any action to be taken or otherwise having done anything, or having enacted, made or proposed any statute, regulation, decision, order or change to published practice (and, in each case, not having withdrawn the same) and there not continuing to be outstanding any statute, regulation, decision or order which would or might reasonably be expected to:
- (i) require, prevent or delay the divestiture or alter the terms envisaged for such divestiture by any member of the Wider CDL Group or by any member of the Wider Offeree Group of all or any material part of its businesses, assets or property or impose any limitation on the ability of all or any of them to conduct their businesses (or any part thereof) or to own, control or manage any of their assets or properties (or any part thereof);
 - (ii) except pursuant to Chapter 3 of Part 28 of the Companies Act, require any member of the Wider CDL Group or the Wider Offeree Group to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in any member of the Wider Offeree Group or any asset owned by any third party (other than in the implementation of the Final Offer);
 - (iii) impose any limitation on, or result in a delay in, the ability of any member of the Wider CDL Group, directly or indirectly, to acquire, hold or to exercise effectively all or any rights of ownership in respect of shares or other securities in the Offeree or on the ability of any member of the Wider Offeree Group or any member of the Wider CDL Group, directly or indirectly, to hold or exercise effectively all or any rights of ownership in respect of shares or other securities (or the equivalent) in, or to exercise voting or management control over, any member of the Wider Offeree Group;
 - (iv) otherwise adversely affect any or all of the business, assets, profits or prospects of any member of the Wider Offeree Group or any member of the Wider CDL Group;
 - (v) result in any member of the Wider Offeree Group or any member of the Wider CDL Group ceasing to be able to carry on business under any name under which it presently carries on business;
 - (vi) make the Final Offer, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, the Offeree by any member of the Wider CDL Group void, unenforceable and/or illegal under the laws of any relevant jurisdiction, or otherwise, directly or indirectly, prevent or prohibit, restrict, restrain, or delay or otherwise interfere with the implementation of, or impose additional conditions or obligations with respect to, or otherwise materially challenge, impede, interfere or require material amendment of the Final Offer or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, the Offeree by any member of the Wider CDL Group;
 - (vii) require, prevent or delay a divestiture by any member of the Wider CDL Group of any shares or other securities (or the equivalent) in any member of the Wider Offeree Group or any member of the Wider CDL Group; or
 - (viii) impose any material limitation on the ability of any member of the Wider CDL Group or any member of the Wider Offeree Group to conduct, integrate or co-ordinate all or any part of its business with all or any part of the business of any other member of the Wider CDL Group and/or the Wider Offeree Group,

and all applicable waiting and other time periods (including any extensions thereof) during which any such antitrust regulator or Third Party could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or take any other step under the laws of any jurisdiction in respect of the Final Offer or the acquisition or proposed acquisition of any Offeree Shares or otherwise intervene having expired, lapsed or been terminated;

Certain matters arising as a result of any arrangement, agreement, etc.

- (f) there being no provision of any arrangement, agreement, lease, licence, franchise, permit or other instrument to which any member of the Wider Offeree Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or be subject or any event or circumstance which, as a consequence of the Final Offer or the acquisition or the proposed acquisition by any member of the Wider CDL Group of any shares or other securities (or the equivalent) in the Offeree or because of a change in the control or management of any member of the Wider Offeree Group or otherwise, could or might reasonably be expect to result in:
- (i) any monies borrowed by, or any other indebtedness, actual or contingent, of, or any grant available to, any member of the Wider Offeree Group being or becoming repayable, or capable of being declared repayable, immediately or prior to its or their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
 - (ii) the creation, save in the ordinary and usual course of business, or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any member of the Wider Offeree Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen) becoming enforceable;
 - (iii) any such arrangement, agreement, lease, licence, franchise, permit or other instrument being terminated or the rights, liabilities, obligations or interests of any member of the Wider Offeree Group being adversely modified or adversely affected or any obligation or liability arising or any adverse action being taken or arising thereunder;
 - (iv) any liability of any member of the Wider Offeree Group to make any severance, termination, bonus or other payment to any of its directors, or other officers;
 - (v) the rights, liabilities, obligations, interests or business of any member of the Wider Offeree Group or any member of the Wider CDL Group under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of any member of the Wider Offeree Group or any member of the Wider CDL Group in or with any other person or body or firm or company (or any arrangement or arrangement relating to any such interests or business) being or becoming capable of being terminated, or adversely modified or affected, or any onerous obligation or liability arising or any adverse action being taken thereunder;
 - (vi) any member of the Wider Offeree Group ceasing to be able to carry on business under any name under which it presently carries on business;
 - (vii) the value of, or the financial or trading position or prospects of, any member of the Wider Offeree Group being prejudiced or adversely affected; or
 - (viii) the creation or acceleration of any liability (actual or contingent) by any member of the Wider Offeree Group other than trade creditors or other liabilities incurred in the ordinary course of business,

and no event having occurred which, under any provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider Offeree Group is a party or by or to which any such member or any of its assets are bound, entitled or subject, would or might result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (viii) above;

Certain events occurring since 31 December 2018

- (g) except as Disclosed, no member of the Wider Offeree Group having since 31 December 2018:
- (i) issued or agreed to issue or authorised or proposed or announced its intention to authorise or propose the issue of additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to

subscribe for or acquire, any such shares, securities or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of Offeree Shares out of treasury (except, where relevant, as between the Offeree and wholly-owned subsidiaries of the Offeree or between the wholly-owned subsidiaries of the Offeree and except for the issue or transfer out of treasury of Offeree Shares on the exercise of employee share options or vesting of employee share awards in the ordinary course under the Offeree Share Schemes);

- (ii) recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend, distribution or other return of value (whether payable in cash or otherwise) other than dividends (or other distributions whether payable in cash or otherwise) lawfully paid or made by any wholly-owned subsidiaries of the Offeree to the Offeree or any of its wholly-owned subsidiaries;
- (iii) other than pursuant to the Final Offer (and except for transactions between the Offeree and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of the Offeree and transactions in the ordinary course of business) implemented, effected, authorised or proposed or announced its intention to implement, effect, authorise or propose any merger, demerger, reconstruction, amalgamation, scheme, commitment or acquisition or disposal of assets or shares or loan capital (or the equivalent thereof) in any undertaking or undertakings in any such case to an extent which is material in the context of the Wider Offeree Group taken as a whole;
- (iv) except for transactions between the Offeree and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of the Offeree, and for transactions in the ordinary course of business, disposed of, or transferred, mortgaged or created any security interest over any material asset or any right, title or interest in any material asset or authorised, proposed or announced any intention to do so;
- (v) except for transactions between the Offeree and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of the Offeree, issued, authorised or proposed or announced an intention to authorise or propose, the issue of or made any change in or to the terms of any debentures or become subject to any contingent liability or incurred or increased any indebtedness in each case which is material in the context of the Wider Offeree Group taken as a whole;
- (vi) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, arrangement, agreement, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, unusual or onerous nature or magnitude or which is or which involves or could involve an obligation of a nature or magnitude which is likely to be restrictive on the business of any member of the Wider Offeree Group and in each case which is material in the context of the Wider Offeree Group taken as a whole;
- (vii) entered into or varied the terms of, or made any offer (which remains open for acceptance) to enter into or vary the terms of any contract, service agreement, commitment or arrangement with any director or, except for salary increases, bonuses or variations of terms in the ordinary course, senior executive of any member of the Wider Offeree Group;
- (viii) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any employee of the Wider Offeree Group which are material in the context of the Wider Offeree Group taken as a whole;
- (ix) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, except in respect of the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital;
- (x) waived, compromised or settled any claim which is material in the context of the Wider Offeree Group as a whole;

- (xi) terminated or varied the terms of any agreement or arrangement between any member of the Wider Offeree Group and any other person in a manner which would or might reasonably be expected to have a material adverse effect on the financial position of the Wider Offeree Group taken as a whole;
- (xii) made any material alteration to its memorandum or articles of association or other incorporation documents;
- (xiii) except in relation to changes made or agreed as a result of, or arising from, changes to legislation, made or agreed or consented to any change to:
 - (a) the terms of the trust deeds and rules constituting the pension scheme(s) established by any member of the Wider Offeree Group for its directors, employees or their dependants;
 - (b) the contributions payable to any such scheme(s) or to the benefits which accrue, or to the pensions which are payable, thereunder;
 - (c) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
 - (d) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued, made, agreed or consented to;
- (xiv) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
- (xv) taken or proposed any steps, corporate action or had any legal proceedings instituted or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution, reorganisation or for the appointment of a receiver, administrator, manager, administrative receiver, trustee or similar officer of all or any of its assets or revenues or any analogous or equivalent steps or proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;
- (xvi) except for transactions between the Offeree and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of the Offeree, made, authorised, proposed or announced an intention to propose any change in its loan capital;
- (xvii) entered into, implemented or authorised the entry into, any joint venture, asset or profit sharing arrangement, partnership or merger of business or corporate entities which is material in the context of the Wider Offeree Group as a whole;
- (xviii) having taken (or agreed or proposed to take) any action which requires or would require, the consent of the Panel or the approval of Offeree Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.2 of the Code; or
- (xix) entered into any agreement, arrangement, commitment or contract or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition (g);

No adverse change, litigation, regulatory enquiry or similar

- (h) except as Disclosed, since 31 December 2018 there having been:
 - (i) no adverse change in, and no circumstance having arisen which would or might be expected to result in any adverse change in, the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider Offeree Group;

- (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened, announced or instituted by or against or remaining outstanding against or in respect of, any member of the Wider Offeree Group or to which any member of the Wider Offeree Group is or may become a party (whether as claimant, defendant or otherwise) having been threatened, announced, instituted or remaining outstanding by, against or in respect of, any member of the Wider Offeree Group which in any such case is material in the context of the Wider Offeree Group taken as a whole;
- (iii) no enquiry, review or investigation by, or complaint or reference to, any Third Party against or in respect of any member of the Wider Offeree Group having been threatened, announced or instituted or remaining outstanding by, against or in respect of any member of the Wider Offeree Group which in any such case is material in the context of the Wider Offeree Group taken as a whole;
- (iv) no contingent or other liability having arisen or become apparent to the Offeror or increased other than in the ordinary course of business which is reasonably likely to materially adversely affect the business, assets, financial or trading position or profits or prospects of any member of the Wider Offeree Group; and
- (v) no steps having been taken and no omissions having been made which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Offeree Group which is necessary for the proper carrying on of its business;

No discovery of certain matters regarding information, liabilities and environmental issues

- (i) the Offeror not having discovered:
 - (i) that any financial, business or other information concerning the Wider Offeree Group publicly announced prior to the date of the announcement or disclosed at any time to any member of the Wider CDL Group by or on behalf of any member of the Wider Offeree Group prior to the date of the announcement is materially misleading, contains a material misrepresentation of any fact, or omits to state a fact necessary to make that information not materially misleading;
 - (ii) that any member of the Wider Offeree Group is subject to any liability, contingent or otherwise, and which is material in the context of the Wider Offeree Group taken as a whole;
 - (iii) that any past or present member of the Wider Offeree Group has not complied with all applicable legislation, regulations or other requirements of any jurisdiction or any Authorisations relating to the use, treatment, storage, carriage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous substance or any substance likely to impair the environment (including property) or harm human or animal health or otherwise relating to environmental matters or the health and safety of humans, which non-compliance would be likely to give rise to any material liability including any penalty for non-compliance (whether actual or contingent) on the part of any member of the Wider Offeree Group;
 - (iv) that there has been a disposal, discharge, spillage, accumulation, release, leak, emission or the migration, production, supply, treatment, storage, transport or use of any waste or hazardous substance or any substance likely to impair the environment (including any property) or harm human or animal health which (whether or not giving rise to non-compliance with any law or regulation), would be likely to give rise to any material liability (whether actual or contingent) on the part of any member of the Wider Offeree Group;
 - (v) that there is or is reasonably likely to be any obligation or liability (whether actual or contingent) or requirement to make good, remediate, repair, reinstate or clean up any property, asset or any controlled waters currently or previously owned, occupied, operated or made use of or controlled by any past or present member of the Wider Offeree Group (or on its behalf), or in which any such member may have or previously have had or be deemed to have had an interest, under any

environmental legislation, common law, regulation, notice, circular, Authorisation or order of any Third Party in any jurisdiction or to contribute to the cost thereof or associated therewith or indemnify any person in relation thereto; or

- (vi) that circumstances exist (whether as a result of making the Final Offer or otherwise) which would be reasonably likely to lead to any Third Party instituting (or whereby any member of the Wider Offeree Group would be likely to be required to institute) an environment audit or take any steps which would in any such case be reasonably likely to result in any actual or contingent liability to improve or install new plant or equipment or to make good, repair, reinstate or clean up any property of any description or any asset now or previously owned, occupied or made use of by any past or present member of the Wider Offeree Group (or on its behalf) or by any person for which a member of the Wider Offeree Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest;

Anti-corruption and sanctions

- (vii) any member of the Wider Offeree Group or any person that performs or has performed services for or on behalf of any such company is or has engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 or any other applicable anti-corruption legislation;
- (viii) any member of the Wider Offeree Group is ineligible to be awarded any contract or business under section 23 of the Public Contracts Regulations 2006 or section 26 of the Utilities Contracts Regulations (2006) (each as amended); or
- (ix) any member of the Wider Offeree Group has engaged in any transaction which would cause any member of the Wider Offeree Group to be in breach of applicable law or regulation upon the closing of the Final Offer, including the economic sanctions of the United States Office of Foreign Assets Control or HM Treasury & Customs, or any government, entity or individual targeted by any of the economic sanctions of the United Nations, United States or the European Union or any of its member states, save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of any applicable Blocking Law; or

No criminal property

- (x) any asset of any member of the Wider Offeree Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition).

2 Certain further terms of the Final Offer

- 2.1** The Offeror also reserves the right to waive, in whole or in part, all or any of the above Conditions 1(b) to 1(i) (inclusive).
- 2.2** Save as specified by the Panel, the Final Offer will lapse unless all the above Conditions have been fulfilled or, where permitted, waived or, where appropriate, have been determined by the Offeror to be or remain satisfied, by midnight (London time) on the twenty-first day after the later of the First Closing Date and the date on which the Acceptance Condition is fulfilled (or, in each case, such later date as the Offeror may determine, in accordance with the Code and the applicable provisions of the Exchange Act).
- 2.3** The Offeror will be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled any of Conditions 1(b) to 1(i) (inclusive) by a date earlier than the latest date for the fulfilment of that Condition notwithstanding that the other Conditions may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.

2.4 The Final Offer will lapse if:

- (a) in so far as the Final Offer or any matter arising from or relating to the Final Offer constitutes a concentration with a Community dimension within the scope of the Regulation, the European Commission either initiates proceedings under Article 6(1)(c) of the Regulation or makes a referral to a competent authority in the United Kingdom under Article 9(1) of the Regulation and there is then a CMA Phase 2 Reference; or
- (b) in so far as the Final Offer or any matter arising from the Final Offer does not constitute a concentration with a Community dimension within the scope of the Regulation, the Final Offer or any matter arising from or relating to the Final Offer becomes subject to a CMA Phase 2 Reference,

in each case before the later of 1.00 p.m. (London time) on the First Closing Date and the date when the Final Offer becomes or is declared unconditional as to acceptances.

2.5 The Offeree Shares acquired under the Final Offer will be acquired fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature whatsoever and together with all rights now or hereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of value (whether by reduction of share capital or share premium account or otherwise) made, on or after the date of the Final Offer Announcement.

2.6 If, after the date of the Final Offer Announcement but prior to all the Conditions having been fulfilled or (if capable of waiver) waived and for so long as the Final Offer remains open for acceptance, any dividend, distribution or other return of value is declared, made, paid or becomes payable by the Offeree, the Offeror reserves the right (without prejudice to any other right the Offeror may have), with the consent of the Panel, to invoke Condition 1(g)(ii) above to reduce the amount of consideration payable under the Final Offer by the same amount as such dividend, distribution or other return of value, and accordingly reduce the Final Offer Consideration (excluding associated tax credit). Furthermore, the Offeror reserves the right to reduce the consideration payable under the Final Offer in respect of an Offeree Share in such circumstances as are, and by such amount as is, permitted by the Panel.

If and to the extent that any such dividend, distribution or other return of value is declared, paid or made or becomes payable by the Offeree and the Offeror exercises its right under this paragraph 2.6 to reduce the consideration payable under the Final Offer, any reference in the Final Offer Announcement to the consideration payable under the terms of the Final Offer shall be deemed to be a reference to the consideration as so reduced.

If any such dividend, distribution or return of value occurs, any reference in the Final Offer Announcement to the consideration payable or the Final Offer Consideration will be deemed to be a reference to the consideration or Final Offer Consideration as so reduced. If such reduction occurs, notwithstanding the terms on which the Offeree Shares are expressed to be acquired by the Offeror pursuant to the Final Offer in this Appendix I, the Offeree Shares will be acquired by or on behalf of the Offeror pursuant to the Final Offer together with all rights now and hereafter attaching to such shares including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of value (whether by reduction of share capital or share premium account or otherwise) made, on or after the date of the Final Offer Announcement if applicable.

If and to the extent that such a dividend, distribution or other return of value has been declared, made, paid or becomes payable by the Offeree is or will be (i) transferred pursuant to the Final Offer on a basis which entitles the Offeror to receive the dividend, distribution or return of value and to retain it or (ii) cancelled, the consideration payable under the terms of the Final Offer will not be subject to change in accordance with this paragraph 2.6.

The Offeror also reserves the right to reduce the consideration payable under the Final Offer in respect of an Offeree Share in such circumstances as are, and by such amount as is, permitted by the Panel.

Any exercise by the Offeror of its rights referred to in this paragraph 2.6 will be the subject of an announcement and, for the avoidance of doubt, will not be regarded as constituting any revision or variation of the Final Offer.

- 2.7** If the Final Offer lapses, the Final Offer will cease to be capable of further acceptance and accepting Offeree Shareholders and the Offeror will cease to be bound by Forms of Acceptance submitted at or before the time when the Final Offer so lapses.
- 2.8** The availability of the Final Offer to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.
- 2.9** The Final Offer is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any jurisdiction where to do so would violate the laws of that jurisdiction and will not be capable of acceptance by any such use, means, instrumentality or facility or from within such Restricted Jurisdiction (unless otherwise determined by the Offeror) and the Final Offer cannot be accepted by any such use, means or instrumentality or otherwise from any Restricted Jurisdiction.
- 2.10** The Final Offer is governed by the law of England and Wales and is subject to the jurisdiction of the English courts and to the Conditions and further terms set out in this Appendix I (and, in the case of certificated Offeree Shares, the Form of Acceptance). The Final Offer will be subject to the applicable requirements of the Code, the Panel, the London Stock Exchange and the FCA. The Final Offer will be made in the United States pursuant to applicable US tender offer rules or pursuant to any exemptive relief therefrom.
- 2.11** Under Rule 13.5(a) of the Code, the Offeror may not invoke a Condition to the Final Offer so as to cause the Final Offer not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the Condition are of material significance to the Offeror in the context of the Final Offer. Condition 1(a) of this Part A of Appendix I is not subject to this provision of the Code.
- 2.12** Each of the Conditions will be regarded as a separate Condition and will not be limited by reference to any other Condition.

PART B

FURTHER TERMS OF THE FINAL OFFER

The following further terms apply, unless the context requires otherwise, to the Final Offer.

Unless the context requires otherwise, any reference in this document and in the Form of Acceptance to:

- (a) **“acceptances of the Final Offer”** includes deemed acceptances of the Final Offer;
- (b) the **“Final Offer”** shall mean the Final Offer and shall include any election available under the Final Offer and any revision, variation, renewal or extension thereof;
- (c) the Final Offer becoming or being declared **“unconditional”** shall be construed as references to the Acceptance Condition being fulfilled, whether or not any other Condition remains to be fulfilled;
- (d) the Final Offer becoming **“wholly unconditional”** means the Final Offer being or becoming or being declared unconditional in all respects in accordance with its terms;
- (e) the **“Offer Document”** means this document and any other document containing the Final Offer;
- (f) **“acting in concert with the Offeror”** shall mean any such person acting or deemed to be acting in concert with the Offeror for the purposes of the Code and/or the Final Offer;
- (g) an **“extension of the Final Offer”** shall include a reference to an extension of the date by which the Acceptance Condition has to be fulfilled;
- (h) **“First Closing Date”** shall mean 27 September 2019;
- (i) **“Day 39 of the Final Offer”** shall mean 23 September 2019 (or such later date as the Panel may agree);
- (j) **“Day 46 of the Final Offer”** shall mean 30 September 2019 (or such later date as the Panel may agree);
- (k) **“Day 60 of the Final Offer”** shall mean 14 October 2019 (or such later date as may be determined by the Offeror with the agreement of the Panel to be the last date for fulfilment of the Acceptance Condition in accordance with the Code); and
- (l) **“Day 70 of the Final Offer”** shall mean 24 October 2019.

1 Acceptance Period

- 1.1 The Final Offer shall be open for acceptance until 1.00 p.m. (London time) on the First Closing Date. The Offeror reserves the right (but shall not be obliged, other than as may be required by the Code or the applicable provisions of the Exchange Act) at any time or from time to time to extend the Final Offer after such time and, in such event, shall make a public announcement of such extension in the manner described in paragraph 2.1 of this Part B of Appendix I and give oral or written notice of such extension to the Receiving Agent. If the Final Offer has not become unconditional by the First Closing Date, the Offeror currently intends to extend the Final Offer until such time as the Final Offer becomes unconditional. There can be no assurance, however, that the Offeror shall, in such circumstances, extend the Final Offer and, if no such extension is made, the Final Offer shall lapse on the First Closing Date and no Offeree Shares shall be purchased pursuant to the Final Offer.
- 1.2 Although no revision is contemplated, if the Final Offer is revised it shall remain open for acceptance for a period of at least 14 calendar days (or such other period as may be permitted by the Panel or as required under the Exchange Act) after the date on which the Offeror publishes the revised offer documentation. Except with the consent of the Panel, the Offeror may not revise the Final Offer or publish any revised offer documentation after Day 46 of the Final Offer, or, if later, the date which is 14 calendar days before the last date on which the Final Offer can become unconditional.

- 1.3 The Final Offer, whether revised or not, shall not (except with the consent of the Panel) be capable of becoming unconditional after 12.00 midnight (London time) on Day 60 of the Final Offer (or any other time and/or date beyond which the Offeror has stated that the Final Offer shall not be extended and has not, where permitted, withdrawn that statement), nor of being kept open for acceptances after that time and/or date unless the Final Offer has previously become unconditional. If the Final Offer has not become unconditional at such time (taking account of any prescribed extension of the Final Offer), the Final Offer shall lapse unless the Panel agrees otherwise. If the Final Offer lapses for any reason, the Final Offer shall cease to be capable of further acceptance and the Offeror and Offeree Shareholders shall cease to be bound by prior acceptances. The Offeror reserves the right, with the permission of the Panel, to extend the time for the Final Offer to become unconditional to any later time(s) and/or date(s).
- 1.4 Except with the consent of the Panel, for the purpose of determining at any particular time whether the Acceptance Condition is satisfied, the Offeror may only take into account acceptances received or purchases of Offeree Shares made in respect of which all relevant documents and/or TTE instructions are received by the Receiving Agent:
- (a) by 1.00 p.m. (London time) on Day 60 of the Final Offer (or any other date beyond which the Offeror has stated that the Final Offer shall not be extended and has not withdrawn that statement); or
 - (b) if the Final Offer is extended, with the consent of the Panel, such later time(s) and/or date(s) as the Panel may agree.

If the latest time at which the Final Offer may become unconditional is extended beyond 12.00 midnight (London time) on Day 60 of the Final Offer, acceptances received and purchases made in respect of which the relevant documents are received by the Receiving Agent after 1.00 p.m. (London time) on that date may (except where the Code permits otherwise) only be taken into account with the agreement of the Panel.

- 1.5 If the Final Offer becomes, or is declared, unconditional, it shall remain open for acceptance for not less than 14 calendar days from the date on which it would otherwise have expired. If the Final Offer has become unconditional and it is stated by or on behalf of the Offeror that the Final Offer shall remain open until further notice or if the Final Offer shall remain open for acceptance beyond Day 70 of the Final Offer, then not less than 14 calendar days' written notice shall be given by or on behalf of the Offeror to the Offeree Shareholders who have not accepted the Final Offer prior to the closing of the Final Offer.
- 1.6 The Offeror may, if it specifically reserved the right to do so at the time the statement was made (or otherwise with the consent of the Panel), choose not to be bound by the terms of a "no extension" or "no increase" statement and may publish an increased or improved offer (either as to the value or form of the consideration or otherwise) if it is recommended for acceptance by the Independent Committee, or in any circumstance permitted by the Panel.
- 1.7 If the Offeree announces material new information of the kind referred to in Rule 31.9 of the Code after Day 39 of the Final Offer, the Offeror may choose not to be bound by a "no extension" statement and/or a "no increase" statement if it specifically reserved the right to do so at the time such statement is made (or otherwise with the consent of the Panel) and to be free to revise and/or extend the Final Offer, if permitted by the Panel, provided that the Offeror:
- (a) announces the withdrawal and that it is free to extend or revise the Final Offer (as appropriate) as soon as possible and in any event within four Business Days after the date of announcement by the Offeree; and
 - (b) sends a notice to holders of Offeree Shares (and persons with information rights) at the earliest opportunity to that effect or, in the case of holders of Offeree Shares with registered addresses outside the UK or whom the Offeror reasonably believes to be nominees, custodians or trustees holding Offeree Shares for such persons, by announcement in the United Kingdom.

- 1.8 For the purposes of determining at any particular time whether the Acceptance Condition is satisfied, the Offeror is not bound (unless otherwise required by the Panel) to take into account any Offeree Shares which have been issued or unconditionally allotted or which arise as the result of the exercise of subscription or conversion rights before the determination takes place unless the Offeree or its agent has given written notice containing relevant details of the allotment, issue, subscription or conversion before that time to the Offeror or the Receiving Agent on behalf of the Offeror at the address specified in paragraph 3.2 of this Part B of Appendix I. Notification by e-mail, or facsimile or other electronic transmission or copies shall not be sufficient to constitute written notice for this purpose.

2 Announcements

- 2.1 Without prejudice to paragraph 3.2 of this Part B of Appendix I, by 8.00 a.m. (London time) on the next Business Day (the “**relevant day**”) following the day on which the Final Offer is due to expire or becomes or is declared unconditional, or is revised or is extended (or such later time(s) or date(s) as the Panel may agree), CDL shall make an appropriate announcement through a Regulatory Information Service. Such announcement shall state (unless otherwise permitted by the Panel):

- (a) the total number of Offeree Shares: (i) for which acceptances of the Final Offer have been received (showing the extent, if any, to which such acceptances have been received from person(s) acting or deemed to be acting in concert with CDL for the purposes of the Final Offer; and (ii) which were the subject of an irrevocable undertaking procured by CDL or any person acting in concert with it);
- (b) details of any Offeree relevant securities in which CDL or any person acting in concert with it has an interest or in respect of which it has a right to subscribe, in each case specifying the nature of the interests or rights concerned. Similar details of any short positions over Offeree relevant securities held by CDL or any person acting in concert with it (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, shall also be stated;
- (c) details of any Offeree relevant securities in respect of which CDL or any person acting in concert with it has an outstanding irrevocable commitment or letter of intent; and
- (d) details of any Offeree relevant securities which CDL or any person acting in concert with it has borrowed or lent, save for any borrowed shares which have been either on-lent or sold,

and shall specify the percentages of each class of Offeree relevant securities represented by these figures. The announcement shall include a statement of the total number of Offeree Shares which CDL may count towards the satisfaction of the Acceptance Condition and the percentage of Offeree Shares represented by this figure.

- 2.2 Any decision to extend the time and/or date by which the Acceptance Condition has to be fulfilled may be made at any time up to, and shall be announced not later than, 8.00 a.m. (London time) on the relevant day (or such later time and/or date as the Panel may agree). The announcement shall state the next expiry time and date unless the Final Offer is then unconditional, in which case it may instead state that the Final Offer shall remain open until further notice.
- 2.3 In calculating the number of Offeree Shares represented by acceptances and/or purchases for the announcement, an acceptance or purchase shall only be counted towards fulfilling the Acceptance Condition if the requirements of Notes 4, 5 and 6 (as applicable) on Rule 10 of the Code are satisfied (unless the Panel agrees otherwise). Subject to this, CDL may include or exclude, for announcement purposes, acceptances and purchases not in all respects in order or not accompanied by the relevant share certificate(s) and/or other document(s) of title and/or not accompanied by the relevant TTE instruction or which are subject to verification.

2.4 In this Appendix I, references to the making of an announcement or the giving of notice by or on behalf of CDL and/or the Offeror include the release of an announcement by CDL or by CDL's Joint Financial Advisers, in each case on behalf of CDL and the Offeror to the press and the delivery by hand or telephone, or facsimile transmission or other electronic transmission of an announcement through a Regulatory Information Service. An announcement made otherwise than through a Regulatory Information Service shall be notified simultaneously through a Regulatory Information Service (unless otherwise agreed by the Panel).

3 Rights of withdrawal

3.1 Except as provided by this paragraph 3, acceptances of and elections under the Final Offer shall be irrevocable.

3.2 If the Offeror, having announced the Final Offer to be unconditional, fails to comply by 3.30 p.m. (London time) on the relevant day (as defined in paragraph 2.1 of this Part B of Appendix I) (or such later time(s) and/or date(s) as the Panel may agree) with any of the other requirements specified in paragraph 2.1 of this Part B of Appendix I, an accepting certificated Offeree Shareholder may (unless the Panel agrees otherwise) withdraw his or her acceptance of the Final Offer by written notice or otherwise signed by the accepting holder of Offeree Shares (or his or her agent duly appointed in writing and evidence of whose appointment, in a form reasonably satisfactory to the Offeror, is produced with the notice) given by post or by hand (during normal business hours only) to the Receiving Agent at Equiniti Limited, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. Alternatively, in the case of Offeree Shares held in uncertificated form, withdrawals can also be effected in the manner set out in paragraph 3.6 of this Part B of Appendix I. Subject to paragraph 1.3 of this Part B of Appendix I, this right of withdrawal may be terminated not less than eight calendar days after the relevant day by the Offeror confirming, if such is the case, that the Final Offer is still unconditional and complying with the other requirements relating to the Final Offer specified in paragraph 2.1 of this Part B of Appendix I. If that confirmation is given, the first period of 14 calendar days referred to in paragraph 1.5 of this Part B of Appendix I shall start on the date of that confirmation.

3.3 If by 1.00 p.m. (London time) on 18 October 2019 (or such later time and/or date as the Panel agree) the Final Offer has not become unconditional, an accepting Offeree Shareholder may withdraw his or her acceptance of the Final Offer by written notice in the manner referred to in paragraph 3.2 of this Part B of Appendix I (or, in the case of Offeree Shares held in uncertificated form, in the manner set out in paragraph 3.6 of this Part B of Appendix I) at any time before the earlier of:

- (a) the time that the Final Offer becomes unconditional; and
- (b) the final time for the lodging of acceptances of the Final Offer which can be taken into account in accordance with paragraph 1.4 of this Part B of Appendix I.

3.4 If a "no extension" and/or "no increase" statement is withdrawn in accordance with paragraph 1.6 of this Part B of Appendix I, an Offeree Shareholder who accepts the Final Offer after the date of that statement may withdraw such acceptance by written notice or otherwise in accordance with paragraph 3.2 of this Part B of Appendix I (or, in the case of Offeree Shares held in uncertificated form, in the manner set out in paragraph 3.6 of this Part B of Appendix I) for a period of eight calendar days after the date on which the Offeror sends the notice of the withdrawal of that statement to Offeree Shareholders.

3.5 In this paragraph 3, "**written notice**" (including any letter of appointment, direction or authority) means notice in writing signed by the relevant accepting Offeree Shareholder (or his or her agent(s) duly appointed in writing and evidence of whose appointment satisfactory to the Offeror is produced with the notice) to the Receiving Agent, Equiniti Limited at Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. E-mail, facsimile or other electronic transmission or copies shall not be sufficient to constitute written notice. A notice which is post-marked in, or otherwise appears to the Offeror or its agents to have been sent from, a Restricted Jurisdiction may not be treated as valid.

3.6 In the case of Offeree Shares held in uncertificated form, if withdrawals are permitted pursuant to paragraphs 3.2, 3.3 or 3.4 of this Part B of Appendix I, an accepting Offeree Shareholder may withdraw his or her acceptance through CREST by sending (or, if a CREST sponsored member, procuring that his or her CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance to be withdrawn. Each ESA instruction must, in order for it to be valid and to settle, include the following details:

- (a) the number of Offeree Shares to be withdrawn;
- (b) the ISIN number, which is GB0005622542;
- (c) the member account ID of the accepting shareholder, together with his or her participant ID;
- (d) the member account ID of the Escrow Agent included in the relevant Electronic Acceptance which is MILCDL01 for the Final Offer, together with the Escrow Agent's participant ID, which is 2RA70;
- (e) the CREST transaction ID of the Electronic Acceptance to be withdrawn;
- (f) the intended settlement date for the withdrawal;
- (g) the corporate action number for the Final Offer; and
- (h) the input with a standard delivery instruction priority of 80.

Any such withdrawal shall be conditional upon the Receiving Agent verifying that the withdrawal request is validly made. Accordingly, the Receiving Agent shall, on behalf of the Offeror, reject or accept the withdrawal by transmitting in CREST a receiving agent reject (“**AEAD**”) or receiving agent accept (“**AEAN**”) message.

3.7 If an accepting Offeree Shareholder withdraws his or her acceptance, all documents of title and other documents lodged with the Form of Acceptance shall be returned as soon as practicable following the receipt of the withdrawal (and in any event within 14 calendar days) and the Receiving Agent shall immediately give TTE instructions to Euroclear for the release of all securities the subject of withdrawal held in escrow to the original balance(s) of the Offeree Shareholder concerned.

3.8 Offeree Shares in respect of which acceptances have been validly withdrawn in accordance with this paragraph 3 of this Part B of Appendix I may subsequently be re-assented to the Final Offer by following one of the procedures described in paragraph 18 of the letter from CDL set out in Part II of this document while the Final Offer remains open for acceptance.

3.9 All questions as to the validity (including time of receipt) of any notice of withdrawal shall be determined by the Offeror whose determination (except as required by the Panel) shall be final and binding. None of the Offeror, the Offeree or the Receiving Agent or any other person shall be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification or for any determination under this paragraph 3.

4 Revised Final Offer

4.1 Although no such revision is contemplated, if the Final Offer is revised (in its original or previously revised form(s) and either in its terms or Conditions or in the value or form of the consideration offered or otherwise), the benefit of the revised offer shall, subject to paragraphs 4.3, 4.4 and 5 of this Part B of Appendix I, be made available to an Offeree Shareholder who has accepted the Final Offer (in its original or any revised form(s)) and who has not validly withdrawn such acceptance (a “**previous acceptor**”). The acceptance by or on behalf of a previous acceptor shall, subject to paragraphs 4.3, 4.4 and 5 of this Part B of Appendix I, be deemed to be an acceptance of the revised offer and shall constitute the separate appointment of each of the Offeror and any director of, or person authorised by, the Offeror as its attorney and/or agent with authority:

- (a) to accept the revised offer on behalf of such previous acceptor;

- (b) if the revised offer includes alternative form(s) of consideration, to make elections for and/or accept such alternative form(s) of consideration on his or her behalf in the proportions the attorney and/or agent in his or her absolute discretion thinks fit; and
- (c) to execute on its behalf and in the name of the previous acceptor all such further documents (if any) and to do all things (if any) as may be required to give effect to such acceptances and/or elections.

In making any election and/or acceptance, the attorney and/or agent shall take into account the nature of any previous acceptance(s) or election(s) made by or on behalf of the previous acceptor and other facts or matters (s)he may reasonably consider relevant. The attorney and/or agent shall not be liable to any Offeree Shareholder or any other person in making such election and/or acceptance or in making any determination in respect thereof.

- 4.2 The Offeror reserves the right (subject to paragraphs 4.3 and 4.4 of this Part B of Appendix I) to treat an executed Form of Acceptance or TTE instruction relating to the Final Offer (in its original or any previously revised form(s)) which is received (or dated) after the announcement or issue of any revised offer as a valid acceptance of the revised offer (and, where applicable, a valid election for the alternative forms of consideration). The acceptance shall constitute a power of attorney and an authority in the terms of paragraph 4.1 of this Part B of Appendix I, *mutatis mutandis*, on behalf of the relevant Offeree Shareholder.
- 4.3 The deemed acceptance and/or election referred to in paragraph 4.1 of this Part B of Appendix I shall not apply, and the power of attorney and the authorities conferred by that paragraph shall not be exercised if, as a result, the previous acceptor would (on such basis as CDL's Joint Financial Advisers may reasonably consider appropriate) receive and/or retain (as appropriate) less in aggregate in consideration under the revised offer or otherwise than (s)he would have received and/or retained (as appropriate) in aggregate in consideration as a result of his or her acceptance of the Final Offer in the form originally accepted by such previous acceptor or on his or her behalf.
- 4.4 The deemed acceptance and/or election referred to in paragraph 4.1 of this Part B of Appendix I shall not apply, and the power of attorney and the authorities conferred by that paragraph shall not be exercised in the case of a previous acceptor who (i) lodges with the Receiving Agent within 14 calendar days of the publication of the document containing the revised offer to Offeree Shareholders, a Form of Acceptance (or any other form issued on behalf of Offeror) in which (s)he validly elects to receive consideration under the revised offer in some other manner, or (ii) sends (or, if a CREST sponsored member, procures that his or her CREST sponsor sends), in respect of Offeree Shares in uncertificated form, an ESA instruction to settle in CREST in relation to each Electronic Acceptance in respect of which an election is to be changed. Each ESA instruction must, in order for it to be valid and to settle, include the following details:
 - the number of Offeree Shares in respect of which the changed election is made;
 - the ISIN number, which is GB0005622542;
 - the member account ID of the previous acceptor, together with his or her participant ID;
 - the member account ID of the Escrow Agent included in the relevant Electronic Acceptance for the Final Offer, which is MILCDL01, together with the Escrow Agent's participant ID, which is 2RA70;
 - the CREST transaction ID of the Electronic Acceptance in respect of which the election is to be changed;
 - the intended settlement date for the changed election;
 - the corporate action number for the Final Offer; and
 - the input with a standard delivery priority 80;

and, in order that the designated change of election can be effected, must include:

- the member account ID of the Escrow Agent relevant to the new election.

Any such change of election shall be conditional upon the Receiving Agent verifying that the request is validly made. Accordingly, the Receiving Agent shall on behalf of the Offeror reject or accept the requested change of election by transmitting in CREST an AEAD or AEAN message.

5 Overseas shareholders

- 5.1 The making of the Final Offer in, or to persons resident in, or citizens or nationals of, jurisdictions outside the United Kingdom (“**overseas shareholders**”) or to persons who are custodians, nominees of or trustees for such persons may be prohibited or affected by the laws of the relevant jurisdiction. Such overseas shareholders should inform themselves about and observe any applicable legal requirements of such jurisdictions. It is the responsibility of any overseas shareholder wishing to accept the Final Offer to satisfy himself or herself as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection with the Final Offer, including obtaining any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities needing to be observed and the payment of any issue, transfer or other taxes or duties or other requisite payments due in that jurisdiction. Any such overseas shareholder shall be responsible for any such issue, transfer or other taxes or duties or other payments by whomsoever payable and the Offeror (and any person acting on behalf of the Offeror) shall be fully indemnified and held harmless by such overseas shareholders for any such issue, transfer or other taxes or duties or other payments which the Offeror (and any person acting on behalf of the Offeror) may be required to pay.
- 5.2 The Final Offer is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction or any jurisdiction where to do so would violate the laws of that jurisdiction and shall not be capable of acceptance by any such use, means, instrumentality or facility or from within such Restricted Jurisdiction (unless otherwise determined by the Offeror) and the Final Offer cannot be accepted by any such use, means or instrumentality or otherwise from any Restricted Jurisdiction.
- 5.3 Copies of this document, the Form of Acceptance and any related documents are not being (unless determined otherwise by the Offeror in its sole discretion), and must not be, mailed or otherwise distributed or sent in, into or from any Restricted Jurisdiction including to the Offeree Shareholders or participants in the Offeree Share Schemes with registered addresses in a Restricted Jurisdiction or to persons whom the Offeror knows to be custodians, trustees or nominees holding Offeree Shares for persons with registered addresses in a Restricted Jurisdiction. Persons receiving those documents (including, without limitation, custodians, nominees and trustees) should not distribute, send or mail them in, into or from a Restricted Jurisdiction or use such mails or any such means, instrumentality or facility for any purpose, directly or indirectly, in connection with the Final Offer, and so doing may render any purported acceptance of the Final Offer invalid.
- 5.4 Persons wishing to accept the Final Offer must not use the mails of any Restricted Jurisdiction or any such means, instrumentality or facility for any purpose, directly or indirectly, relating to acceptance of the Final Offer. All Offeree Shareholders (including nominees, trustees or custodians) who may have a contractual or legal obligation, or may otherwise intend, to forward this document and/or Form of Acceptance, should read the further details in this regard which are contained in this paragraph 5 and in Parts C and D of Appendix I before taking any action. Envelopes containing Forms of Acceptance, evidence of title or other documents relating to the Final Offer should not be post-marked in, or otherwise dispatched from, a Restricted Jurisdiction and all acceptors must provide

addresses outside a Restricted Jurisdiction for the receipt of the consideration to which they are entitled under the Final Offer or for the return of the Form of Acceptance or documents of title.

- 5.5 Subject to the provisions of this paragraph 5 and applicable laws, an Offeree Shareholder may be deemed NOT to have accepted the Final Offer if:
- (a) (s)he puts “NO” in Box 5 of the Form of Acceptance and thereby does not give the representations and warranties set out in paragraph (c) of Part C of this Appendix I;
 - (b) (s)he completes Box 6 of the Form of Acceptance with an address in a Restricted Jurisdiction or has a registered address in a Restricted Jurisdiction and in any such case does not insert in Box 6 of the Form of Acceptance the name and address of a person or agent outside a Restricted Jurisdiction to whom (s)he wishes the consideration to which (s)he is entitled under the Final Offer to be sent;
 - (c) (s)he inserts in Box 6 of the Form of Acceptance the name and address of a person or agent in a Restricted Jurisdiction to whom (s)he wishes the consideration to which (s)he is entitled under the Final Offer to be sent;
 - (d) in any case, the Form of Acceptance received from him or her is received in an envelope postmarked in, or which otherwise appears to the Offeror or its agents to have been sent from, a Restricted Jurisdiction; or
 - (e) (s)he makes a Restricted Escrow Transfer pursuant to paragraph 5.7 of this Part B of Appendix I, unless (s)he also makes a related Restricted ESA Instruction which is accepted by the Receiving Agent.

The Offeror reserves the right, in its sole discretion, to investigate in relation to any acceptance, whether the representations and warranties set out in paragraph (c) of Part C or (as the case may be) paragraph (b) of Part D of this Appendix I could have been truthfully given by the relevant Offeree Shareholder and, if such investigation is made and as a result the Offeror determines (for any reason) that such representations and warranties could not have been so given, such acceptance may be rejected as invalid.

- 5.6 If any person, despite the restrictions described above, and whether pursuant to a contractual or legal obligation or otherwise, forwards this document, the Form of Acceptance or any related document in, into or from a Restricted Jurisdiction or uses the mails or any means or instrumentality (including, without limitation, facsimile, e-mail or other electronic transmission, or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction in connection with that forwarding, that person should:
- (a) inform the recipient of such fact;
 - (b) explain to the recipient that such action may invalidate any purported acceptance by the recipient; and
 - (c) draw the attention of the recipient to this paragraph 5.
- 5.7 If a holder of Offeree Shares in uncertificated form is unable to give the warranty set out in paragraph (b) of Part D of this Appendix I, but nevertheless can produce evidence satisfactory to the Offeror that (s)he is able to accept the Final Offer in compliance with all relevant legal and regulatory requirements, (s)he may purport to accept the Final Offer by sending (or, if a CREST sponsored member, procuring that his or her CREST sponsor sends) both:
- (a) a TTE instruction to a designated escrow balance detailed below (a “**Restricted Escrow Transfer**”); and
 - (b) one or more valid ESA instructions (a “**Restricted ESA Instruction**”) which specify the form of consideration which (s)he wishes to receive (consistent with any alternatives which may from time to time be offered under the Final Offer).

Such purported acceptance shall not be treated as a valid acceptance unless both the Restricted Escrow Transfer and the Restricted ESA Instruction(s) settle in CREST and the Offeror decides, in its absolute discretion, to exercise its right described in paragraph 5.10 of this Part B of Appendix I to waive, vary or modify the terms of the Final Offer related to overseas shareholders to the extent required to permit such acceptance to be made, in each case during the acceptance period set out in paragraph 1 of this Part B of Appendix I. Any purported acceptance shall constitute the giving of the undertakings, representations, warranties and agreements in Part D of this Appendix I (other than paragraph (c) in such Appendix). If the Offeror accordingly decides to permit such acceptance to be made, the Receiving Agent shall on behalf of the Offeror accept the purported acceptance as an Electronic Acceptance on the terms of this document (as so waived, varied or modified) by transmitting in CREST an AEAN message. Otherwise, the Receiving Agent shall, on behalf of the Offeror, reject the purported acceptance by transmitting in CREST an AEAD message.

Each Restricted Escrow Transfer must, in order for it to be valid and to settle, include the following details:

- the number of Offeree Shares in respect of which the Final Offer is to be accepted;
- the ISIN number of the Offeree Shares, which is GB0005622542;
- the member account ID and participant ID of the Offeree Shareholder;
- the participant ID of the Escrow Agent, which is 2RA70 and its member account ID specific to a Restricted Escrow Transfer, which is RESTRICT;
- the intended settlement date;
- the corporate action number for the Final Offer; and
- the input with a standard delivery instruction priority of 80.

Each Restricted ESA Instruction must, in order for it to be valid and to settle, include the following details:

- the ISIN number of Offeree Shares, which is GB0005622542;
- the number of Offeree Shares relevant to that Restricted ESA Instruction;
- the member account and participant ID of the accepting Offeree Shareholder;
- the member account ID and participant ID of the Escrow Agent set out in the Restricted Escrow Transfer;
- the participant ID and the member account ID of the Escrow Agent relevant to the form of consideration required (details of which are set out in the letter from CDL contained in Part II of this document);
- the CREST transaction ID of the Restricted Escrow Transfer to which the Restricted ESA Instruction relates;
- the intended settlement date;
- the corporate action number for the Final Offer; and
- the input with a standard delivery instruction priority of 80.

- 5.8 The Final Offer is being made for securities of an English company and is being made in the United States in compliance with, and in reliance on, Section 14(e) of the Exchange Act and Regulation 14E thereunder and the exemption therefrom provided by Rule 14d-1(d) under the Exchange Act. The Final Offer is being made in the United States by the Offeror and no one else. The Final Offer is subject to disclosure and procedural requirements of the United Kingdom, which are different from those in the United States. In addition, US investors should be aware that this document has been prepared in accordance with a United Kingdom format and style, which differs from the US format and style. In particular, the Appendices to this document contain information concerning the Final Offer required by UK disclosure requirements which may be material and may not have been summarised elsewhere in the document. Furthermore, the payment and

settlement procedure with respect to the Final Offer will comply with the relevant UK rules, which differ from US payment and settlement procedures. Neither the SEC, nor any securities commission of any state of the United States has approved the Final Offer, passed upon the fairness of the Final Offer or passed upon the adequacy or accuracy of this document. Any representation to the contrary is a criminal offence in the United States.

- 5.9 In accordance with normal UK practice, CDL, the Offeror or their respective nominees, or their respective brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of the Offeree outside of the United States, other than pursuant to the Final Offer, before or during the period in which the Final Offer remains open for acceptance. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases shall be disclosed as required in the United Kingdom, will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. To the extent that such information is required to be publicly disclosed in the United Kingdom in accordance with applicable regulatory requirements, this information will, as applicable, also be publicly disclosed in the United States.
- 5.10 Notwithstanding any other provision of this paragraph 5, the Offeror may, in its sole and absolute discretion, make the Final Offer to a resident in a Restricted Jurisdiction if the Offeror is satisfied, in that particular case, that to do so would not constitute a breach of any securities or other relevant legislation of a Restricted Jurisdiction.
- 5.11 The provisions of this paragraph 5 and/or any other terms of the Final Offer relating to overseas shareholders may be waived, varied or modified as regards specific Offeree Shareholders or on a general basis by the Offeror in its sole discretion. Subject to this discretion, the provisions of this paragraph 5 supersede any terms of the Final Offer inconsistent with them. References in this paragraph 5 to an Offeree Shareholder shall include the person or persons making an Electronic Acceptance and the person or persons executing a Form of Acceptance and, in the event of more than one person executing the Form of Acceptance, the provisions of this paragraph 5 apply to them jointly and severally.
- 5.12 The Offeror reserves the right to notify any matter, including the making of the Final Offer, to all or any Offeree Shareholders:
- (a) with a registered address outside the United Kingdom; or
 - (b) whom the Offeror knows to be a custodian, trustee or nominee holding Offeree Shares for persons who are citizens, residents or nationals of jurisdictions outside the United Kingdom,
- by announcement in the United Kingdom, through a Regulatory Information Service or in any other appropriate manner or by notice in the London Gazette or paid advertisement in one or more newspapers published and circulated in the United Kingdom. Such notice shall be deemed to have been sufficiently given, despite any failure by any such Offeree Shareholder to receive or see that notice. A reference in this document to a notice or the provision of information in writing by or on behalf of the Offeror is to be construed accordingly. No such document shall be sent to an address in a Restricted Jurisdiction.
- 5.13 If any written notice from an Offeree Shareholder withdrawing his or her acceptance in accordance with paragraph 3 of this Part B of Appendix I is received in an envelope post-marked in, or which otherwise appears to the Offeror or its agents to have been sent from, a Restricted Jurisdiction, the Offeror reserves the right, in its absolute discretion to treat that notice as invalid. Reference in this paragraph 5 to an Offeree Shareholder shall include the person or persons executing a Form of Acceptance and, in the event of more than one person executing the Form of Acceptance, the provisions of this paragraph 5 shall apply to them jointly and severally.

Overseas shareholders should inform themselves about and observe any applicable legal or regulatory requirements. If you are in any doubt about your position, you should consult your appropriate adviser in the relevant jurisdiction.

6 General

6.1 Except with the consent of the Panel, the Final Offer shall lapse unless all the Conditions relating to the Final Offer have been satisfied or (if capable of waiver) waived or, where appropriate, have been determined by the Offeror in its reasonable opinion to be and remain satisfied by 12.00 midnight (London time) on the date which is 21 days after the later of the First Closing Date and the date on which the Final Offer becomes or is declared unconditional (or such later date(s) (if any) as the Offeror, with the consent of the Panel, may decide).

6.2 In addition, the Final Offer shall lapse if:

- (a) in so far as the Final Offer or any matter arising from or relating to the Final Offer constitutes a concentration with a Community dimension within the scope of the Regulation, the European Commission either initiates proceedings under Article 6(1)(c) of the Regulation or makes a referral to a competent authority in the United Kingdom under Article 9(1) of the Regulation and there is then a CMA Phase 2 Reference; or
- (b) in so far as the Final Offer or any matter arising from or relating to the Final Offer does not constitute a concentration with a Community dimension within the scope of the Regulation, the Final Offer or any matter arising from or in relation to the Final Offer becomes subject to a CMA Phase 2 Reference,

in each case, before the later of 1.00 p.m. on the First Closing Date and the date when the Final Offer becomes or is declared unconditional as to acceptances.

6.3 If the Final Offer lapses for any reason:

- (a) it shall not be capable of further acceptance;
- (b) accepting Offeree Shareholders and the Offeror shall cease to be bound by: (a) in the case of Offeree Shares held in certificated form, Forms of Acceptance submitted; and (b) in the case of Offeree Shares held in uncertificated form, Electronic Acceptances inputted and settled, in each case before the time the Final Offer lapses;
- (c) in respect of Offeree Shares held in certificated form, Forms of Acceptance, share certificates and other documents of title shall be returned by post within 14 calendar days of the Final Offer lapsing, at the risk of the Offeree Shareholder in question, to the person or agent whose name and address is set out in the relevant box on the Form of Acceptance or, if none is set out, to the first-named holder at his or her registered address. No such documents shall be sent to an address in a Restricted Jurisdiction; and
- (d) in respect of Offeree Shares held in uncertificated form, the Receiving Agent shall immediately after the Final Offer lapses (or within such longer period as the Panel may permit, not exceeding 14 calendar days of the Final Offer lapsing) give TFE instructions to Euroclear to transfer all Offeree Shares held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Final Offer to the original available balances of the relevant Offeree Shareholders.

6.4 If all Conditions are satisfied, fulfilled or, to the extent permitted, waived and sufficient acceptances are received and/or sufficient Offeree Shares are otherwise acquired, the Offeror intends to apply the provisions of Chapter 3 of Part 28 of the Act to acquire compulsorily any outstanding Offeree Shares not acquired or agreed to be acquired by or on behalf of the Offeror pursuant to the Final Offer or otherwise on the same terms of the Final Offer. The Offeror intends, after the Final Offer becomes or is declared wholly unconditional, to procure the making of an application by the Offeree to the London Stock Exchange for the cancellation of the listing on the Official List and the admission to trading of the Offeree Shares on the Main Market, both to take effect not less than 20 Business Days after either: (i) the date on which the Offeror has, by virtue of its shareholdings (and the shareholdings of the CDL Parties) and acceptances of the Final Offer, acquired or agreed to acquire Offeree Shares carrying 75 per cent. of the voting rights of the Offeree and obtained acceptances of the Final Offer or has acquired, or

agreed to acquire, Offeree Shares from Independent Offeree Shareholders that represent a majority of the voting rights held by the Independent Offeree Shareholders on the date of the Final Offer Announcement; or (ii) the first date of issue of compulsory acquisition notices under Part 28 of the Companies Act.

- 6.5 Except with the consent of the Panel, settlement of the consideration to which any Offeree Shareholder is entitled under the Final Offer shall be:
- (a) implemented in full in accordance with the terms of the Final Offer, without regard to any lien, right of set-off, counterclaim or other analogous right to which the Offeror or CDL's Joint Financial Advisers may otherwise be, or claim to be, entitled against that Offeree Shareholder; and
 - (b) effected in the manner prescribed in paragraph 19 of the letter from CDL contained in Part II of this document within 14 calendar days of the later of: (i) the First Closing Date; (ii) the date on which the Final Offer becomes or is declared wholly unconditional, and in the case of acceptances received, complete in all respects, after the wholly unconditional date but while the Final Offer remains open for acceptance, within 14 calendar days of the date of receipt of a valid and complete acceptance.

Subject to paragraph 5 of this Part B of Appendix I, no consideration shall be sent to any address in a Restricted Jurisdiction.

- 6.6 Except as otherwise agreed by the Panel:
- (a) an acceptance of the Final Offer shall only be counted towards fulfilling the Acceptance Condition if the requirements of Note 4 and, if applicable, Note 6 on Rule 10 of the Code are satisfied in respect of it;
 - (b) a purchase of Offeree Shares by the Offeror or its nominee(s) or (if the Offeror is required by the Panel to make an offer for Offeree Shares under Rule 9 of the Code) by a person acting in concert with the Offeror or its nominee(s), shall only be counted towards fulfilling the Acceptance Condition if the requirements of Note 5 and, if applicable, Note 6 on Rule 10 of the Code are satisfied in respect of it;
 - (c) Offeree Shares which have been borrowed by the Offeror may not be counted towards fulfilling the Acceptance Condition; and
 - (d) before the Final Offer may become or be declared wholly unconditional, the Receiving Agent shall issue a certificate to the Offeror or CDL's Joint Financial Advisers (or their respective agents) which states the number of Offeree Shares in respect of which acceptances have been received and not validly withdrawn, and the number of Offeree Shares otherwise acquired, whether before or during the Offer Period, which comply with the provisions of paragraph 1 of this Part B of Appendix I. A copy of the certificate shall be sent to the Panel as soon as possible after it is issued.
- 6.7 The terms, provisions, instructions and authorities contained in or deemed to be incorporated in the Form of Acceptance constitute part of the terms of the Final Offer. Words and expressions defined in this document have the same meanings when used in the Form of Acceptance, unless the context otherwise requires. The provisions of this Appendix I shall be deemed to be incorporated into and form part of the Form of Acceptance.
- 6.8 If the expiry date of the Final Offer is extended, a reference in this document and in the Form of Acceptance to the First Closing Date shall (except in the definition of Offer Period and in paragraph 1.1 of this Part B of Appendix I and where the context requires otherwise) be deemed to refer to the expiry date of the Final Offer as so extended.
- 6.9 No acknowledgement of receipt of any Form of Acceptance, transfer by means of CREST, communication, notice, share certificate(s) or other document(s) of title shall be given by or on behalf of the Offeror. All communications, notices, certificates, documents

of title and remittances to be delivered by, to or on behalf of Offeree Shareholders (or their designated agents) shall be delivered by or sent to or from them (or their designated agent(s)) at their own risk.

- 6.10 Any omission or failure to despatch this document, the Form of Acceptance or any other document relating to the Final Offer and/or notice required to be despatched under the terms of the Final Offer to, or any failure to receive the same by any person to whom the Final Offer is, or should be made, shall not invalidate the Final Offer in any way or create any implication that the Final Offer has not been made to any such person. Subject to the provisions of paragraph 5 of this Part B of Appendix I, the Final Offer is made to any Offeree Shareholder to whom this document and the Form of Acceptance or any related document may not be despatched or by whom such documents may not be received, and these persons may collect these documents from the Receiving Agent at the address set out in paragraph 3.2 of this Part B of Appendix I.
- 6.11 Subject to paragraph 5 of this Part B of Appendix I, the Final Offer is made at 1.00 p.m. (London time) on 15 August 2019 and is capable of acceptance from and after that time. Copies of this document, the Form of Acceptance and any related documents are available from the Receiving Agent at the address specified in paragraph 3.2 of this Part B of Appendix I.
- 6.12 Save in respect of the Acceptance Condition, the Offeror shall not invoke any Condition so as to cause the Final Offer not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the Condition are of material significance to the Offeror in the context of the Final Offer under Rule 13.5(a) of the Code.
- 6.13 All powers of attorney, appointments of agents and authorities on the terms conferred by or referred to in this Appendix I or in the Form of Acceptance are given by way of security for the performance of the obligations of the Offeree Shareholder and are irrevocable (in respect of powers of attorney in accordance with section 4 of the Powers of Attorney Act 1971), except in the circumstances where the donor of the power of attorney, appointment or authority validly withdraws his or her acceptance in accordance with paragraph 3 of this Part B of Appendix I.
- 6.14 In relation to any Electronic Acceptance, the Offeror reserves the right to make such alterations, additions or modifications to the terms of the Final Offer as may be necessary or desirable to give effect to any purported acceptance of the Final Offer, whether in order to comply with the facilities or requirements of CREST, or otherwise, provided any such alterations, additions or modifications are consistent with the requirements of the Code or are otherwise made with the consent of the Panel.
- 6.15 The Final Offer, the Form of Acceptance, all acceptances of the Final Offer and all elections in respect of it are governed by and shall be construed in accordance with English law. The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with the Final Offer, all acceptances of the Final Offer and all elections in respect of it. The Final Offer shall be subject to the applicable requirements of the Code, the Panel, the London Stock Exchange and the Financial Conduct Authority.
- 6.16 For the purposes of this document, the time of receipt of a TTE instruction, an ESA instruction or an Electronic Acceptance shall be the time at which the relevant instruction settles in CREST.
- 6.17 Subject to the Code, and notwithstanding any other provision of this Part B of Appendix I, the Offeror reserves the right to treat as valid in whole or in part any acceptance of the Final Offer if received by the Receiving Agent or otherwise on behalf of the Offeror which is not entirely in order or in correct form or which is not accompanied by (as applicable) the relevant share certificate(s) and/or other relevant document(s) or the relevant TTE instruction or is received by it at any place or places or in any form or manner determined by either the Receiving Agent or the Offeror otherwise than as set out in this document or in the Form of Acceptance. In that event, no payment of cash shall be

made until after the acceptance is entirely in order or the relevant share certificate(s) and/or other document(s) of title or indemnities satisfactory to the Offeror have been received by the Receiving Agent.

- 6.18 The Offeree Shares acquired under the Final Offer shall be acquired fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature whatsoever and together with all rights now and hereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of value (whether by reduction of share capital or share premium account or otherwise) made, on or after the date of the Final Offer Announcement.
- 6.19 All references in this Appendix I to any statute or statutory provision shall include a statute or statutory provision which amends, consolidates or replaces the same (whether before or after the date hereof).
- 6.20 Any references in this Appendix I to the return or despatch of documents by post shall extend to the return or despatch by such other method as the Panel may approve.
- 6.21 If the Panel requires the Offeror to make an offer for Offeree Shares under the provisions of Rule 9 of the Code, the Offeror may make such alterations to the Conditions of the Final Offer, including the Acceptance Condition, as are necessary to comply with the provisions of that Rule.

PART C

FORM OF ACCEPTANCE (FOR SHARES IN CERTIFICATED FORM)

This Part C applies to Offeree Shares in certificated form. If you hold all your Offeree Shares in uncertificated form you should ignore this Part C and instead read Part D of Appendix I to this document.

For the purposes of this Part C of Appendix I and the Form of Acceptance, the phrase “**Offeree Shares in certificated form comprised in the acceptance**” shall mean the number of Offeree Shares inserted in Box 3 of the Form of Acceptance or, if no number is inserted (or a number greater than the relevant Offeree Shareholder’s holding of Offeree Shares), the greater of:

- the relevant Offeree Shareholder’s entire holding of Offeree Shares in certificated form as disclosed by details of the register of members made available to the Receiving Agent prior to the time the relevant Form of Acceptance is processed by them;
- the relevant Offeree Shareholder’s entire holding of Offeree Shares in certificated form as disclosed by details of the register of members made available to the Receiving Agent prior to the latest time for receipt of Form(s) of Acceptance which can be taken into account in determining whether the Final Offer is unconditional; and
- the number of Offeree Shares in certificated form in respect of which certificates or an indemnity in lieu thereof is received.

Without prejudice to the terms of the Form of Acceptance and the provisions of Parts A and B of this Appendix I, each Offeree Shareholder by whom, or on whose behalf, a Form of Acceptance is executed and lodged with the Receiving Agent (subject to the rights of withdrawal set out in this document), irrevocably undertakes, represents, warrants and agrees to and with the Offeror and the Receiving Agent (so as to bind him or her, his or her personal or legal representatives, heirs, successors and assigns):

- (a) that the execution of a Form of Acceptance, whether or not any Boxes are completed and whether or not the Form of Acceptance is validly executed as a deed, shall constitute:
 - (i) an acceptance of the Final Offer in respect of the number of Offeree Shares in certificated form inserted or deemed to be inserted in Box 3 of the Form of Acceptance; and
 - (ii) an undertaking to execute any further documents, take any further action and give any further assurances which may be required to enable the Offeror to obtain the full benefit of this Part C of Appendix I and/or to perfect any of the authorities expressed to be given hereunder and otherwise in connection with his or her acceptance of the Final Offer,

in each case on and subject to the terms and Conditions set out or referred to in this document and the Form of Acceptance and that, subject only to the rights of withdrawal set out in paragraph 3 of Part B of this Appendix I, each such acceptance, election and undertaking shall be irrevocable provided that: if (A) no boxes are completed; or (B) the total number of Offeree Shares inserted in Box 3 is greater than the number of Offeree Shares in certificated form comprised in the acceptance; or (C) the acceptance is otherwise completed incorrectly, but the Form of Acceptance is signed, it shall be deemed to be an acceptance of the Final Offer in respect of all Offeree Shares in certificated form comprised in the acceptance;

- (b) that (s)he is irrevocably and unconditionally entitled to sell and transfer the beneficial ownership of the Offeree Shares comprised or deemed to be comprised in such acceptance and that such shares are sold fully paid and free from all liens, charges, equities, encumbrances, rights of pre-emption and any other third party rights and interests of any nature whatsoever and together with all rights now and hereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, paid or made, or any other return of value (whether by reduction of share capital or share premium account or otherwise) made, on or after the date of the Final Offer Announcement;

- (c) that, unless “NO” is inserted in Box 5 of the Form of Acceptance, such Offeree Shareholder:
- (i) has not received or sent copies or originals of this document, the Form of Acceptance or any related documents in, into, or from a Restricted Jurisdiction;
 - (ii) has not, in connection with the Final Offer or the execution or delivery of the Form of Acceptance utilised, directly or indirectly, the mails of, or any means or instrumentality (including, without limitation, facsimile transmission, e-mail, telephone, internet or other forms of electronic communication) of interstate or foreign commerce of, or of any facilities of a national securities exchange of, any Restricted Jurisdiction;
 - (iii) is accepting the Final Offer from outside a Restricted Jurisdiction and was outside such jurisdictions when the Form of Acceptance was delivered;
 - (iv) is not an agent or fiduciary acting on a non-discretionary basis for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given any instructions with respect to the Final Offer from outside a Restricted Jurisdiction; and
 - (v) if such Offeree Shareholder is a citizen, resident or national of a jurisdiction outside the United Kingdom, (s)he has observed the laws and regulatory requirements of the relevant jurisdiction in connection with the Final Offer, obtained all requisite governmental, exchange control or other consents, complied with all other necessary formalities and paid any issue, transfer or other taxes or duties or other requisite payments due in any such jurisdiction in connection with such acceptance and that (s)he has not taken or omitted to take any action that shall or may result in the Offeror or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Final Offer or his or her acceptance of the Final Offer;
- (d) that, in relation to Offeree Shares in certificated form, the execution of the Form of Acceptance and its delivery constitutes (subject to the Final Offer becoming wholly unconditional and to such Offeree Shareholder not having validly withdrawn his or her acceptance) the irrevocable appointment of any directors of, or any person authorised by the Offeror as his or her agent and/or attorney with an irrevocable instruction and authorisation to such attorney to:
- (i) complete and execute all or any form(s) of transfer, renunciation and/or other documents at the discretion of such attorney in relation to the Offeree Shares comprised in the acceptance in favour of the Offeror or such other persons as the Offeror or its agents may direct;
 - (ii) deliver any form(s) of transfer, renunciation and/or other document(s) at the discretion of such attorney together with any share certificate or other document(s) of title for registration relating to such Offeree Shares for registration within six months of the Final Offer becoming wholly unconditional; and
 - (iii) take any other action as may in the opinion of such attorney be necessary or expedient for the purposes of, or in connection with the acceptance of the Final Offer and to vest in the Offeror (or its nominees) the full legal and beneficial ownership of Offeree Shares in certificated form comprised in the acceptance;
- (e) that, in relation to Offeree Shares in certificated form, the execution of the Form of Acceptance and its delivery constitutes (subject to the Final Offer becoming wholly unconditional in accordance with its terms and to such Offeree Shareholder not having validly withdrawn his or her acceptance) an irrevocable instruction and authorisation:
- (i) to the Offeree or its agents to procure the registration of the transfer of the Offeree Shares in certificated form comprised in the acceptance and the delivery of the share certificate(s) and other document(s) of title in respect of the Offeree Shares to the Offeror or as it may direct;
 - (ii) subject to the provisions of paragraph 5 of Part B of this Appendix I, to the Offeror or its respective agents, to procure the issue and despatch by post (or such other method as may be approved by the Panel) of a cheque in respect of any cash consideration to which such Offeree Shareholder is entitled under the Final Offer at such Offeree

Shareholder's risk, to the first named holder at his or her registered address or such other address entered in Box 6 of the Form of Acceptance or such other address which is notified in writing, and is acceptable to the Offeree; and

- (iii) to the Offeror, the Offeree or their respective agents, to record, act and rely on any mandates, instructions, consents or instruments in force relating to payments, notices or distributions which have been entered in the records of the Offeree in respect of his or her holding of Offeree Shares (until such are revoked or varied);
- (f) that the execution of the Form of Acceptance constitutes the giving of authority to each of the Offeror and its director(s), partners and agents within the terms set out in Part B and this Part C of this Appendix I;
- (g) that, subject to the Final Offer becoming wholly unconditional (or if the Final Offer would become wholly unconditional or lapse on the outcome of the resolution in question) or if the Panel otherwise gives its consent in respect of Offeree Shares in respect of which the Final Offer has been accepted or deemed to be accepted, which acceptance has not been validly withdrawn and pending registration in the name of the Offeror, or as it may direct:
 - (i) the Offeror or its agents shall be authorised to direct the exercise of any votes and any or all other rights and privileges (including the right to call a general or separate class meeting of the Offeree) attaching to the Offeree Shares in certificated form comprised or deemed to be comprised in such acceptance; and
 - (ii) the execution of a Form of Acceptance by an Offeree Shareholder shall constitute with regard to such Offeree Shares in certificated form comprised in the acceptance and in respect of which such acceptance has not been validly withdrawn:
 - (A) an authority to Offeree or its agents to send any notice, circular, warrant or other document or communication which may be required to be sent to him or her as a member of the Offeree to the Offeror at its registered office;
 - (B) an irrevocable authority to any directors of, or person authorised by the Offeror or any director of the Offeror to sign any document and do such things as may, in the opinion of that agent and/or attorney, seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Offeree Shares held by him or her in certificated form (including, without limitation, signing any consent to short notice of a general or separate class meeting as his or her agent and/or attorney and on his or her behalf and executing a form of proxy appointing any person nominated by the Offeror to attend general and separate class meetings of the Offeree and attending any such meeting and exercising the votes attaching to the Offeree Shares comprised or deemed to be comprised in such acceptance on his or her behalf, such votes (where relevant) to be cast so far as possible to satisfy any outstanding Condition); and
 - (C) the agreement of such Offeree Shareholder not to exercise any such rights without the consent of the Offeror and the irrevocable undertaking of such Offeree Shareholder not to appoint a proxy for or to attend any such general or separate class meeting of the Offeree;

The authorities referred to in this paragraph (g) shall cease to be valid if the acceptance is withdrawn in accordance with paragraph 3 of Part B of this Appendix I;

- (h) that (s)he shall deliver to, or procure the delivery to, the Receiving Agent of his or her certificate(s) or other document(s) of title in respect of those Offeree Shares in certificated form comprised in the acceptance and not validly withdrawn by him or her or an indemnity acceptable to the Offeror, as soon as possible, and in any event within six months of the Final Offer becoming wholly unconditional;
- (i) that the terms and Conditions of the Final Offer are deemed to be incorporated in, and form part of, the Form of Acceptance, which shall be read and construed accordingly;
- (j) that (s)he shall ratify each and every act or thing which may be done or effected by the Offeror or the Receiving Agent or any of their respective directors or agents, as the case may be, in the exercise of any of the powers and/or authorities under this Part C of Appendix I;

- (k) that, if any provision of Part B or this Part C of Appendix I shall be unenforceable or invalid or shall not operate so as to afford the Offeror or the Receiving Agent or any of their respective directors, agents or persons authorised by them, the benefit of the authority expressed to be given therein, (s)he shall, with all practicable speed, do all such acts and things and execute all such documents that may be required or desirable to enable the Offeror and/or the Receiving Agent and any of their respective directors, agents or persons authorised by them to secure the full benefit of Part B or this Part C of Appendix I;
- (l) that the execution of the Form of Acceptance constitutes the Offeree Shareholder's submission to the exclusive jurisdiction of the courts of England in relation to all matters arising in connection with the Final Offer and the Form of Acceptance;
- (m) that the Form of Acceptance shall be deemed to be delivered on the date of its execution and shall take effect as a deed on such date; and
- (n) that (s)he is not a client (as defined in the FCA Handbook) of CDL's Joint Financial Advisers in connection with the Final Offer.

A reference in this Part C of Appendix I to an Offeree Shareholder includes a reference to the person or persons executing the Form of Acceptance and, in the event of more than one person executing a Form of Acceptance, the provisions of this Part C of Appendix I shall apply to them jointly and to each of them.

PART D

ELECTRONIC ACCEPTANCE

This Part D only applies to Offeree Shares in uncertificated form. If you hold all your Offeree Shares in certificated form you should ignore this Part D and instead read Part C of Appendix I to this document.

For the purposes of this Part D of Appendix I, the phrase “**Offeree Shares in uncertificated form comprised in the acceptance**” shall mean the number of Offeree Shares which are transferred by the relevant Offeree Shareholder by Electronic Acceptance to an escrow account by means of a TTE instruction.

Without prejudice to the provisions of Parts A and B of this Appendix I, each Offeree Shareholder by whom, or on whose behalf, an Electronic Acceptance is made (subject to the rights of withdrawal set out in this document), irrevocably undertakes, represents, warrants and agrees to and with the Offeror and the Receiving Agent so as to bind him or her, his or her personal and legal representatives, heirs, successors and assigns:

- (a) that the Electronic Acceptance shall constitute:
 - (i) an acceptance of the Final Offer in respect of the number of Offeree Shares in uncertificated form to which the TTE instruction relates; and
 - (ii) an undertaking to execute any documents, take any further action and give any further assurances which may be required to enable the Offeror to obtain the full benefit of this Part D of Appendix I and/or to perfect any of the authorities expressed to be given hereunder and otherwise in connection with his or her acceptance of the Final Offer,

in each case on and subject to the terms and Conditions set out or referred to in this document, and that, subject only to the rights of withdrawal set out in paragraph 3 of Part B of this Appendix I, each such acceptance shall be irrevocable;

- (b) that such Offeree Shareholder:
 - (i) has not received or sent copies or originals of this document, the Form of Acceptance or any related documents in, into or from a Restricted Jurisdiction;
 - (ii) has not otherwise utilised in connection with the Final Offer, directly or indirectly, the mails of, or any means or instrumentality (including, without limitation, facsimile transmission, e-mail, telephone, internet or other forms of electronic communication) of interstate or foreign commerce of, or of any facilities of a national securities exchange of, any Restricted Jurisdiction;
 - (iii) is accepting the Final Offer from outside a Restricted Jurisdiction and was outside those jurisdictions at the time of the input and settlement of the relevant TTE instruction(s);
 - (iv) is not acting on a non-discretionary basis (as agent, nominee, custodian, trustee or otherwise) for or on behalf of a principal, unless such principal has given any instructions with respect to the Final Offer from outside a Restricted Jurisdiction; and
 - (v) if such Offeree Shareholder is a citizen, resident or national of a jurisdiction outside the UK, (s)he has observed the laws and regulatory requirements of the relevant jurisdiction in connection with the Final Offer, obtained all requisite governmental, exchange control or other consents, complied with all other necessary formalities and paid any issue, transfer or other taxes or duties or other requisite payments due in any such jurisdiction in connection with such acceptance and that (s)he has not taken or omitted to take any action that shall or may result in the Offeror, CDL's Joint Financial Advisers or any other person acting in breach of any legal or regulatory requirements of any such jurisdiction in connection with the Final Offer or his or her acceptance of the Final Offer;
- (c) that the Electronic Acceptance constitutes, subject to the Final Offer becoming or being declared wholly unconditional in accordance with its terms and to such Offeree Shareholder not having validly withdrawn his or her acceptance, the irrevocable appointment of the Offeror as such Offeree Shareholder's attorney and an irrevocable instruction and authorisation to the attorney to do all such acts and things as may in the opinion of such attorney be necessary or

expedient for the purpose of, or in connection with, the acceptance of the Final Offer and to vest in the Offeror (or its nominees) the full legal and beneficial ownership of Offeree Shares in uncertificated form comprised in the acceptance;

- (d) that the Electronic Acceptance constitutes the irrevocable appointment of the Receiving Agent as the accepting Offeree Shareholder's attorney with an irrevocable instruction and authorisation:
 - (i) subject to the Final Offer becoming wholly unconditional in accordance with its terms and the Offeree Shareholder not having validly withdrawn his or her acceptance, to transfer to the Offeror (or to such other person or persons as the Offeror or its agents may direct) by means of CREST all or any of the Offeree Shares in uncertificated form which are the subject of a TTE instruction in respect of that Electronic Acceptance; and
 - (ii) if the Final Offer does not become wholly unconditional, to give instructions to Euroclear immediately after the Final Offer lapses (or within such longer period as the Panel may permit, not exceeding 14 calendar days of the Final Offer lapsing) to transfer all such Offeree Shares to the original balance of the accepting Offeree Shareholder;
- (e) that the Electronic Acceptance constitutes (subject to the Final Offer becoming wholly unconditional in accordance with its terms and to the Offeree Shareholder not having validly withdrawn his or her acceptance) an irrevocable instruction and authorisation:
 - (i) subject to the provisions of paragraph 5 of Part B of this Appendix I, to the Offeror or its agents to procure the making of a CREST payment obligation in favour of such Offeree Shareholder's payment bank in accordance with the CREST payment arrangements in respect of any cash consideration to which such Offeree Shareholder is entitled under the Final Offer, provided that the Offeror may (if, for any reason, it wishes to do so) determine that all or any part of such cash consideration shall be paid by cheque, despatched by post (or by such other method as may be approved by the Panel); and
 - (ii) to the Offeror, the Offeree or their respective agents, to record, act and rely on any mandates, instructions, consents or instruments in force relating to payments, notices or distributions which have been entered in the records of the Offeree in respect of his or her holding of Offeree Shares (until such are revoked or varied);
- (f) that the Electronic Acceptance constitutes the giving of authority to each of the Offeror and its director(s), partners and agents within the terms set out in Part B and this Part D of Appendix I;
- (g) that, subject to the Final Offer becoming or being declared wholly unconditional (or if the Final Offer would become or be declared wholly unconditional or lapse on the outcome of the resolution in question) or if the Panel otherwise gives its consent in respect of Offeree Shares in respect of which the Final Offer has been accepted or deemed to be accepted, which acceptance has not been validly withdrawn and pending registration in the name of the Offeror or as it may direct:
 - (i) the Offeror or its agents shall be irrevocably authorised to direct the exercise of any votes and any or all other rights and privileges (including the right to call a general or separate class meeting of the Offeree) attaching to the Offeree Shares in uncertificated form comprised or deemed to be comprised in the acceptance; and
 - (ii) an Electronic Acceptance by an Offeree Shareholder shall constitute, with regard to such Offeree Shares in uncertificated form comprised in the acceptance:
 - (A) an authority to the Offeree or its agents to send any notice, circular, warrant or other document or communication which may be required to be sent to him or her as a member of the Offeree (including any share certificate(s) or other document(s) of title issued as a result of a conversion of such Offeree Shares into certificated form) to the Offeror at its registered office;
 - (B) an irrevocable authority to any directors of, or person authorised by the Offeror to sign any document and do such things as may, in the opinion of that agent and/or attorney, seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Offeree Shares held by him or her

(including, without limitation, signing any consent to short notice of a general or separate class meeting as his or her attorney and on his or her behalf and executing a form of proxy appointing any person nominated by the Offeror to attend general and separate class meetings of the Offeree and attending any such meeting (and any adjournment thereof) and exercise on his or her behalf the votes attaching to the Offeree Shares in uncertificated form comprised or deemed to be comprised in the acceptance (such votes to be cast so far as possible to satisfy any outstanding Condition of the Final Offer); and

- (C) the agreement of such Offeree Shareholder not to exercise any such rights without the consent of the Offeror and the irrevocable undertaking not to appoint a proxy for or to attend such general or separate class meeting of the Offeree.

The authorities referred to in this paragraph (g) shall cease to be valid if the acceptance is withdrawn in accordance with paragraph 3 of Part B of this Appendix I;

- (h) that if, for any reason, any Offeree Shares in respect of which a TTE instruction has been effected in accordance with paragraph 18 of the letter from CDL contained in Part II of this document are converted to certificated form, (s)he shall (without prejudice to paragraph (g) of this Part D of Appendix I) immediately deliver, or procure the immediate delivery of, the share certificate(s) or other document(s) of title in respect of all such Offeree Shares that are so converted to the Receiving Agent at the address referred to in paragraph 3.2 of Part B of this Appendix I or to the Offeror at its registered address or as the Offeror or its agent may direct; and (s)he shall be deemed upon conversion to undertake, represent, warrant and agree in the terms set out in Part C of this Appendix I in relation to such Offeree Shares, without prejudice to the application of this Part D of Appendix I so far as the Offeror deems appropriate;
- (i) that the creation of a CREST payment obligation in favour of his or her payment bank in accordance with CREST payment arrangements referred to in paragraph (e) of this Part D of Appendix I shall, to the extent of the obligation so created, discharge in full any obligation of the Offeror to pay him or her the cash consideration to which (s)he is entitled under to the Final Offer;
- (j) that (s)he shall do all such acts and things as shall, in the opinion of the Offeror, be necessary or expedient to vest in the Offeror or its nominee(s) the Offeree Shares in uncertificated form comprised or deemed to be comprised in the acceptance and to enable the Receiving Agent to perform its functions as Escrow Agent for the purposes of the Final Offer;
- (k) that (s)he shall ratify each and every act or thing which may be done or effected by the Offeror or the Receiving Agent or any of their respective directors or agents, as the case may be, in the exercise of any of the powers and/or authorities under this Part D of Appendix I;
- (l) that, if any provision of Part B or this Part D of Appendix I shall be unenforceable or invalid or shall not operate so as to afford the Offeror or the Receiving Agent or any of their respective directors, agents or persons authorised by them, the benefit of the authorities and powers of attorney expressed to be given therein (s)he shall, with all practicable speed, do all such acts and things and execute all such documents that may be required or desirable to enable the Offeror and/or the Receiving Agent and any of their respective directors, agents or persons authorised by them to secure the full benefit of Part B or this Part D of Appendix I;
- (m) that the making of an Electronic Acceptance constitutes such Offeree Shareholder's submission to the exclusive jurisdiction of the courts of England in relation to all matters arising in connection with the Final Offer;
- (n) that, by virtue of Regulation 43 of the Uncertificated Securities Regulations, the making of an Electronic Acceptance constitutes an irrevocable power of attorney by the CREST member accepting the Final Offer in the terms of all the powers and authorities expressed to be given in Part B (where applicable by virtue of paragraph (e) of this Part D of Appendix I), Part C and this Part D of Appendix I to the Offeror, the Receiving Agent or any of their respective directors or agents set out in this Appendix I;

- (o) that (s)he is irrevocably and unconditionally entitled to sell and transfer the beneficial ownership of the Offeree Shares comprised or deemed to be comprised in such acceptance and that such shares are sold fully paid and free from all liens, charges, equities, encumbrances, rights of pre-emption and any other third party rights and interests of any nature whatsoever and together with all rights now and hereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, paid or made, or any other return of value (whether by reduction of share capital or share premium or otherwise) made, on or after the date of the Final Offer Announcement; and
- (p) that (s)he is not a client (as defined in the FCA Handbook) of CDL's Joint Financial Advisers in connection with the Final Offer,

provided that paragraph (c) of this Part D of Appendix I shall not apply to Offeree Shareholders by whom, or on whose behalf, Restricted Escrow Transfers and Restricted ESA Instructions are sent.

A reference in this Part D to an Offeree Shareholder includes a reference to the person or persons making an Electronic Acceptance and, in the event of more than one person making an Electronic Acceptance, the provisions of this Part D shall apply to them jointly and to each of them.

APPENDIX II

FINANCIAL AND RATINGS INFORMATION RELATING TO THE OFFEREE

Part A: Financial information relating to the Offeree

The following table sets out financial information in respect of the Offeree as required by Rule 24.3(e) of the Code. The documents referred to in the table, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this document by reference pursuant to Rule 24.15 of the Code. If you are reading this document in hard copy, please enter the web addresses below in your web browser to be brought to the relevant document. If you are reading this document in soft copy, please click on the web addresses below to be brought to the relevant document.

<u>No.</u>	<u>Information</u>	<u>Source of Information</u>	<u>Web Address</u>
1.	Interim Results 2019	Document downloaded from Offeree website	http://investors.millenniumhotels.com/financial/results-and-presentations/2019 Click on the link entitled "Interim Results 2019"
2.	Quarter 1 Results 2019	Document downloaded from Offeree website	http://investors.millenniumhotels.com/financial/results-and-presentations/2019 Click on the link entitled "Quarter 1 Results 2019"
3.	Annual Report and Accounts 2018	Document downloaded from Offeree website	https://investors.millenniumhotels.com/financial/annual-reports Click on the link entitled "2018 Annual Report" The audited consolidated accounts are set out on pages 104 to 185
4.	Annual Report and Accounts 2017	Document downloaded from Offeree website	https://investors.millenniumhotels.com/financial/annual-reports Click on the link entitled "2017 Annual Report" The audited consolidated accounts are set out on pages 80 to 153

The information is available in "read-only" format and can be printed from the web address detailed above.

Please see paragraph 11 of Appendix V to this document below for details of obtaining hard copies of documents incorporated by reference into this document.

No incorporation of website information

Neither the content of the Offeree's website, nor the content of any website accessible from hyperlinks on the Offeree's website, is incorporated into, or forms part of, this document.

Part B: Offeree ratings and outlook information

No rating agency has publicly recorded any current credit rating or outlook for the Offeree.

APPENDIX III

FINANCIAL AND RATINGS INFORMATION RELATING TO THE CDL GROUP

Part A: Financial information relating to the Offeror and CDL

The Offeror was incorporated on 12 August 2015 and is a limited company registered in the British Virgin Islands. It is an indirect, wholly-owned subsidiary of CDL. The Offeror has not traded since its date of incorporation, nor has it entered into any obligations, other than in connection with the 2017 Offer and the Final Offer. No financial information has been published in respect of the Offeror.

As the Offeror is an indirect, wholly-owned subsidiary of CDL, the following table sets out financial information in respect of CDL, as required by Rule 24.3(a) and Rule 24.3(b) of the Code. The documents referred to in the table are incorporated into this document by reference pursuant to Rule 24.15 of the Code. If you are reading this document in hard copy, please enter the web addresses below in your web browser to be brought to the relevant document. If you are reading this document in soft copy, please click on the web addresses below to be brought to the relevant document.

<u>No.</u>	<u>Information</u>	<u>Source of Information</u>	<u>Web Address</u>
1.	Second Quarter and First Half 2019 Financial Results	Document downloaded from CDL website	https://ir.cdl.com.sg/quarterly-results Click on the links in the row entitled "Second Quarter 2019"
2.	First Quarter 2019 Financial Results	Document downloaded from CDL website	https://ir.cdl.com.sg/quarterly-results Click on the links in the row entitled "First Quarter 2019"
3.	Annual Report and Accounts 2018	Document downloaded from CDL website	https://ir.cdl.com.sg/annual-reports Click on the link entitled "Annual Report 2018" The audited consolidated accounts are set out on pages 115 to 285
4.	Annual Report and Accounts 2017	Document downloaded from CDL website	https://ir.cdl.com.sg/annual-reports Click on the link entitled "Annual Report 2017" The audited consolidated accounts are set out on pages 113 to 246

The information is available in "read-only" format and can be printed from the web address detailed above.

Please see paragraph 11 of Appendix V to this document below for details of obtaining hard copies of documents incorporated by reference into this document.

No incorporation of website information

Neither the content of CDL's website, nor the content of any website accessible from hyperlinks on CDL's website, is incorporated into, or forms part of, this document.

Part B: CDL ratings and outlook information

No rating agency has publicly recorded any current credit rating or outlook for CDL or the Offeror.

APPENDIX IV

TAXATION

United Kingdom Taxation

The comments set out below are based on current United Kingdom tax law as applied in England & Wales and HM Revenue & Customs practice (which may not be binding on HM Revenue & Customs) as at the Latest Practicable Date, both of which are subject to change, possibly with retrospective effect. They are intended as a general guide to certain limited aspects of the UK tax treatment of acceptance of the Final Offer and apply only to Offeree Shareholders resident and, in the case of an individual, domiciled for tax purposes in the United Kingdom and to whom “split year” treatment does not apply (except insofar as express reference is made to the treatment of non-United Kingdom residents), who hold shares in the Offeree as an investment and who are the absolute beneficial owners thereof (in particular, Offeree Shareholders holding their shares via a depository receipt system or a clearance service should note that they may not always be the absolute beneficial owners thereof.) The discussion does not address all possible tax consequences relating to an investment in the Offeree Shares. Certain categories of Offeree Shareholders, including those carrying on certain financial activities, those subject to specific tax regimes or benefitting from certain reliefs and exemptions, those connected with the Offeree or the CDL Group and those for whom the shares are employment related securities may be subject to special rules and this summary does not apply to such shareholders.

Offeree Shareholders or prospective shareholders who are in any doubt about their tax position, or who are resident or otherwise subject to taxation in a jurisdiction outside the UK, should consult their own professional advisers immediately. In particular, Offeree Shareholders should be aware that the tax legislation of any jurisdiction where a shareholder is resident or otherwise subject to taxation may have an impact on the tax consequences of an investment in the Offeree Shares, including in respect of any income received from those securities.

Tax Consequences of Acceptance of the Final Offer

An Offeree Shareholder’s liability to UK tax on capital gains will depend on the individual circumstances of Offeree Shareholders.

On the basis that Offeree Shareholders will receive cash under the Final Offer, each Offeree Shareholder will be treated as disposing of Offeree Shares which may, depending on the Offeree Shareholder’s individual circumstances (including the availability of exemptions, reliefs or allowable losses), give rise to a liability to UK tax on capital gains.

UK Stamp Duty and Stamp Duty Reserve Tax (“SDRT”)

No UK stamp duty or SDRT will be payable by Offeree Shareholders as a result of accepting the Final Offer.

Taxation of Dividends

The Offeree will not be required to withhold amounts on account of United Kingdom tax at source when paying a dividend.

APPENDIX V

ADDITIONAL INFORMATION

1 Responsibility

- 1.1 The Offeror Directors, whose names are set out in paragraph 3.1 of this Appendix V, accept responsibility for the information contained in this document other than that relating to CDL, the Offeree, the Offeree Independent Directors and their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the Offeror Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 The CDL Directors, whose names are set out in paragraph 3.2 of this Appendix V, accept responsibility for the information contained in this document relating to CDL, the Offeror, themselves and their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the CDL Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.3 The Offeree Independent Directors, whose names are set out in paragraph 3.3 of this Appendix V, accept responsibility for the information contained in this document relating to the Offeree, themselves and their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the Offeree Independent Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.4 The Offeree Non-Independent Directors, whose names are set out in paragraph 3.3 of this Appendix V, accept responsibility for the information contained in this document relating to themselves and their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the Offeree Non-Independent Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

2 Information on the Offeror

The Offeror is a limited company registered in the British Virgin Islands with British Virgin Islands Company Number 1886128. It is an indirect, wholly-owned subsidiary of CDL.

3 Directors

3.1 The Offeror Directors and their respective functions are as follows:

Kwek Eik Tse Sherman	Director
Chia Ngiang Hong	Director
Lim Whee Kong	Director

The registered office of the Offeror is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands. The business address of each Offeror Director is 9 Raffles Place, #12-01 Republic Plaza, Singapore 048619

3.2 The CDL Directors and their respective functions are as follows:

Kwek Leng Beng	Executive Chairman and Executive Director
Kwek Leng Peck	Non-Executive Director
Kwek Eik Tse Sherman	Executive Director and Group Chief Executive Officer
Lim Yin Nee Jenny	Independent Non-Executive Director
Yeo Liat Kok Philip	Independent Non-Executive Director
Tan Poay Seng	Independent Non-Executive Director
Tan Yee Peng	Independent Non-Executive Director
Koh Thiam Hock	Independent Non-Executive Director

The registered office of CDL and the service address of each CDL Director is 9 Raffles Place, #12-01, Republic Plaza, Singapore 048619.

3.3 The Offeree Directors and their respective functions are:

Kwek Leng Beng	Chairman
Kwek Eik Sheng	Non-Executive Director
Kwek Leng Peck	Non-Executive Director
His Excellency Shaukat Aziz	Senior Independent Director
Daniel Desbaillets	Independent Non-Executive Director
Martin Leitch	Independent Non-Executive Director
Christian de Charnacé	Independent Non-Executive Director
Paola Bergamaschi Broyd	Independent Non-Executive Director
Vicky Williams	Independent Non-Executive Director

The registered office of the Offeree and the service address of each Offeree Director is Victoria House, Victoria Road, Horley, Surrey, RH6 7AF.

4 Market Quotations

Set out below are the Closing Prices of the Offeree Shares as derived from the Daily Official List of the London Stock Exchange on:

- 4.1 the first Business Day of each of the six months immediately prior to the date of this document;
- 4.2 6 June 2019 (the last Business Day before the start of the Offer Period); and
- 4.3 13 August 2019 (the Latest Practicable Date):

Date	Offeree Share (pence)
1 March 2019	468
1 April 2019	454
1 May 2019	446
3 June 2019	488
6 June 2019	500
1 July 2019	685
1 August 2019	680
13 August 2019	680

5 Irrevocable Undertakings

As at the Latest Practicable Date, the following Offeree Shareholders have given irrevocable undertakings to accept the Final Offer:

Name of Offeree Shareholder giving undertaking	Number of Offeree Shares in respect of which undertaking is given	Percentage of Offeree issued share capital as at 7 June 2019, being the date of the Final Offer Announcement*
JNE Partners LLP	10,758,606	3.31 per cent.
MSD Capital, L.P.	10,334,533	3.18 per cent.
International Value Advisers, LLC	21,074,453**	6.49 per cent.
Classic Fund Management AG	6,385,522	1.97 per cent.
BWM AG	598,053	0.18 per cent.
TOTAL	49,151,167	15.13 per cent.

* Figures are rounded up to the nearest two decimal places

** On 20 June 2019, CDL and the Offeror announced that IVA disposed of 117,437 Offeree Shares on 19 June 2019 that were subject to the irrevocable undertaking pursuant to the terms of such irrevocable undertaking and that IVA is no longer able to accept (or procure the acceptance of) the Final Offer in relation to those Offeree Shares. Accordingly, this figure represents the number of Offeree Shares that remain subject to the irrevocable undertaking as at the Latest Practicable Date.

The irrevocable undertakings given by the above Offeree Shareholders (other than IVA) prevent such Offeree Shareholders from selling all or any part of their Offeree Shares.

The irrevocable undertaking given by IVA prevents it from selling all or any part of their Offeree Shares, except for any Offeree Shares held by IVA as professional trustee or agent for any of IVA's client(s) for which the professional trusteeship or agency agreement in respect of such Offeree Shares has been terminated in writing by such client(s) of IVA.

Under the terms of the irrevocable undertakings, IVA and Classic/BWM are restricted from acquiring any Offeree Shares or other securities of Offeree or any interest (as defined in the Code) in any such Offeree Shares or securities. JNE/MSD are also subject to such restriction to acquire, unless the Panel confirms that JNE/MSD and any such person holding the Offeree Shares are not "acting in concert" with CDL.

These irrevocable undertakings will cease to be binding and be of no effect if the Final Offer does not become effective, is withdrawn or lapses in accordance with its terms.

In addition, there are certain conditions to termination of these irrevocable undertakings which have been satisfied by the release of the Final Offer Announcement and this document.

As at the Latest Practicable Date, the irrevocable undertakings above related to 49,151,167 Offeree Shares, representing, in aggregate, approximately 15.13 per cent. of the Offeree's issued ordinary share capital and approximately 43.48 per cent. of the Offeree Shares not already owned by the CDL Parties, in each case, as at 7 June 2019, being the date of the Final Offer Announcement.

6 Interests and Dealings

6.1 Definitions

For the purposes of this paragraph 6:

- (i) "acting in concert" with a party means any such person acting or deemed to be acting in concert with that party for the purposes of the Code;
- (ii) "dealing" or "dealt" includes the following:
 - (1) the acquisition or disposal of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to securities or of general control of securities;

- (2) the taking, granting, acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract) in respect of any relevant securities;
 - (3) subscribing or agreeing to subscribe for relevant securities;
 - (4) the exercise or conversion, whether in respect of new or existing securities, of any relevant securities carrying conversion or subscription rights;
 - (5) the acquisition or disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to relevant securities;
 - (6) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities;
 - (7) the redemption or purchase of, or taking or exercising an option over, any of its own relevant securities by the Offeror or the Offeree; and
 - (8) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which (s)he has a short position;
- (iii) **“Dealing Arrangement”** means an arrangement of the kind referred to in Note 11(a) on the definition of acting in concert in the Code;
 - (iv) **“derivative”** includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security;
 - (v) **“Disclosure Date”** means the close of business on the Latest Practicable Date;
 - (vi) **“Disclosure Period”** means the period starting on 7 June 2018 (the date 12 months prior to the date of the start of the Offer Period) and ending on the Disclosure Date;
 - (vii) **“Financial Collateral Arrangement”** means an arrangement of the kind referred to in Note 4 on Rule 4.6 of the Code;
 - (viii) **“Offer Period”** means, in this context, the period starting on 7 June 2019 and ending on the Disclosure Date;
 - (ix) **“relevant securities”** includes: (1) shares in the Offeror and any other securities of the Offeror conferring voting rights or, as the context requires, Offeree Shares and any other securities of the Offeree conferring voting rights; (2) equity share capital of the Offeror or, as the context requires, the Offeree; and (3) any securities convertible into or rights to subscribe for the securities of the Offeror or, as the context requires, the Offeree, described in (1) and (2) above and securities convertible into, rights to subscribe for, options (including traded options) in respect of and derivatives referenced to any of the foregoing;
 - (x) **“short position”** means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligations or right to require another person to purchase or take delivery; and
 - (xi) a person is treated as **“interested”** in securities if (s)he has long economic exposure, whether absolute or conditional, to changes in the price of those securities (and a person who only has a short position in securities is not treated as interested in those securities). In particular, a person is treated as “interested” in securities if:
 - (1) he owns them;
 - (2) he has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to them or has general control of them;
 - (3) by virtue of any agreement to purchase, option or derivative, he:
 - (a) has the right or option to acquire them or call for their delivery; or

- (b) is under an obligation to take delivery of them,
whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; or
- (4) he is a party to any derivative:
- (a) whose value is determined by reference to their price; and
- (b) which results, or may result, in his or her having a long position in them.

6.2 Interests in Offeree relevant securities

As at the Disclosure Date, the following persons acting in concert with or that are joint offerors with the Offeror had an interest in, a right to subscribe in respect of, or a short position in relation to, certain Offeree relevant securities. The nature of the interests or rights concerned and number of Offeree relevant securities to which these apply are listed below:

Name	Nature of interest or rights concerned	Number of Offeree Shares
Singapura Developments (Private) Limited	Direct	170,604,309
Reach Across International Limited	Direct	4,683,251
Pershing LLC (for account of Reach Across International Limited)	Direct	36,461,927

6.3 Interests in CDL relevant securities

As at the Disclosure Date, the following Offeree Directors and their respective related parties had an interest in, a right to subscribe in respect of, or any short position, including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, in relation to certain CDL relevant securities. The nature of the interests or rights concerned and number of CDL relevant securities to which these apply are listed below:

Name	Nature of interest or rights concerned	Number of CDL Ordinary Shares	Number of CDL Preference Shares*
Kwek Leng Beng	Direct	397,226	144,445
Related parties of Kwek Leng Beng	Direct	612,130	243,663
Kwek Leng Peck	Direct	43,758	—
Related parties of Kwek Leng Peck	Direct	5,000	—
Kwek Eik Sheng	Direct	35,461	50,000
Related parties of Kwek Eik Sheng	Direct	30,000	50,000

* The CDL Preference Shares are convertible into fully-paid CDL Ordinary Shares at the sole option of CDL at the conversion ratio of 0.136 Ordinary Share for every Preference Share.

6.4 Dealings

As at the Disclosure Date, none of the Offeror, the Offeror Directors or persons acting in concert with the Offeror have dealt in Offeree relevant securities in the Disclosure Period.

6.5 Interests and Dealings – General

Save as disclosed in this document, as at the Disclosure Date:

- (i) none of:
- (a) the Offeror;
- (b) the Offeror Directors or their respective related parties; or
- (c) any person acting in concert with the Offeror,

had an interest in, a right to subscribe in respect of, or any short position, including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, in relation to the Offeree relevant securities, nor had any of the foregoing dealt in any Offeree relevant securities in the Disclosure Period;

(ii) none of:

(a) the Offeree; or

(b) the Offeree Directors or their respective related parties,

had an interest in, a right to subscribe in respect of, or any short position, including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, in relation to the Offeror relevant securities nor had any of the foregoing dealt in any Offeror relevant securities in the Disclosure Period;

(iii) none of:

(a) the Offeree Directors or their respective related parties; or

(b) any person acting in concert with the Offeree,

had an interest in, a right to subscribe in respect of, or any short position, including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, in relation to, the Offeree relevant securities nor had any of the foregoing dealt in any Offeree relevant securities in the Offer Period;

(iv) none of the Offeree or any person acting in concert with the Offeree has any Dealing Arrangement;

(v) none of the Offeror or any person acting in concert with the Offeror has any Dealing Arrangement;

(vi) none of the Offeree or any person acting in concert with the Offeree has borrowed or lent any Offeree relevant securities (including for these purposes any Financial Collateral Arrangements) in the Disclosure Period, save for any borrowed shares which have been either on-lent or sold; and

(vii) none of the Offeror or any person acting in concert with the Offeror has borrowed or lent any Offeree relevant securities (including for these purposes any Financial Collateral Arrangements) in the Disclosure Period, save for any borrowed shares which have been either on-lent or sold.

7 Service Contracts of Offeree Directors

7.1 The Offeree Directors do not have service contracts, although they each have a letter of appointment reflecting their responsibilities and commitments.

7.2 Pursuant to the Offeree's articles of association and Provision 18 of the UK Corporate Governance Code, each appointment of an Offeree Director is subject to annual re-appointment by the Offeree Shareholders at each annual general meeting.

7.3 For the services relating to the appointment of a non-executive director, the Offeree pays a standard non-executive director fee together with any additional fee(s) if he/she is required to perform any specific and additional services. The Offeree provides the chairman, Kwek Leng Beng, with a supplemental chairman fee in the aggregate amount of £250,000. These fees are subject to change and pro-rata for a partial year. In addition to any fees payable, an Offeree Director may be paid reasonable travel, hotel and other expenses properly incurred in discharging his or her duties as an Offeree Director.

7.4 No Offeree Director participates in any commission or profit sharing arrangement.

7.5 The Offeree Directors are subject to confidentiality undertakings without limitation in time and are under an obligation to disclose any conflict of interest to the Offeree Board.

- 7.6 The appointment of each Offeree Director is subject at all times to the articles of association of the Offeree and to any necessary shareholder ratification.
- 7.7 The appointment of the Offeree Directors (with the exception of Kwek Leng Beng, Kwek Leng Peck and Kwek Eik Sheng) is terminable by each Offeree Director or the Offeree on one month's notice. There is no provision for compensation payable upon termination of any of the Offeree Directors' letters of appointment.
- 7.8 The main terms on which Offeree Directors are appointed are set out below:

Name	Title	Appointment Letter Date	Fee per Annum
Kwek Leng Beng	Chairman	15 February 2017 ¹	£50,000, together with a supplemental chairman fee of £200,000
Kwek Leng Peck	Non-Executive Director	15 February 2017 ²	£50,000, together with a fee of £2,000 for serving as a member of the nomination committee
Kwek Eik Sheng	Non-Executive Director	13 May 2011 ³	£50,000
His Excellency Shaukat Aziz	Senior Independent Director	16 June 2009	£50,000, together with a fee of £10,000 for serving as the Senior Independent Director, a fee of £10,000 for serving as the chair of the remuneration committee, a fee of £5,000 for serving as a member of the remuneration committee and a fee of £2,000 for serving as a member of the nominations committee
Martin Leitch	Independent Non-Executive Director	22 May 2017	£50,000, together with a fee of £10,000 for serving as the chair of the audit and risk committee, a fee of £5,000 for serving as a member of the audit and risk committee and a fee of £2,000 for serving as a member of the nominations committee
Daniel Desbaillets	Independent Non-Executive Director	11 August 2016	£50,000, together with a fee of £5,000 for serving as a member of the audit and risk committee and a fee of £5,000 for serving as a member of the remuneration committee
Christian de Charnacé	Independent Non-Executive Director	16 August 2017	£50,000, together with a fee of £5,000 for serving as a member of the remuneration committee, a fee of £5,000 for serving as a member of the audit and risk committee and a fee of £2,000 for serving as a member of the nominations committee
Paola Bergamaschi Broyd	Non-Executive Director	21 March 2019	£50,000, together with a fee of £5,000 for serving as a member of the audit and risk committee and a fee of £5,000 for serving as a member of the remuneration committee
Vicky Williams	Non-Executive Director	27 April 2019	£50,000, together with a fee of £5,000 for serving as a member of the remuneration committee and a fee of £2,000 for serving as a member of the nominations committee

1. Kwek Leng Beng has been the chairman of the Offeree since its incorporation. The most recent letter of appointment of Kwek Leng Beng is dated 15 February 2017.
2. Kwek Leng Peck was appointed to the Offeree Board on 9 October 1995. The most recent letter of appointment of Kwek Leng Peck is dated 15 February 2017.
3. Kwek Eik Sheng was appointed to the Offeree Board as an alternate director on 2 April 2008. The most recent letter of appointment of Kwek Eik Sheng (in relation to his appointment as a director of the Offeree Board) is dated 13 May 2011, with his appointment being effective as of 6 May 2011.

- 7.9 Save as set out below, none of the Offeree Directors were appointed pursuant to a letter of appointment, nor were any of the Offeree Directors' letters of appointment amended, within six months of the date of this document.
- 7.10 Paola Bergamaschi Broyd was appointed as an Offeree Director pursuant to a letter of appointment dated 21 March 2019, and appointed to the audit and risk and remuneration committees with effect on 9 May 2019. Vicky Williams was appointed as an Offeree

Director pursuant to a letter of appointment dated 27 April 2019, and was appointed as a member of the remuneration and nominations committees with effect as of the date of her appointment to the Offeree Board, being 10 May 2019.

8 Material Contracts

8.1 CDL

The following contracts have been entered into by CDL or its subsidiaries otherwise than in the ordinary course of business since 7 June 2017 (the date two years prior to the start of the Offer Period) and are or may be material:

(a) Debt Financing in relation to the Final Offer

On 7 June 2019, CDL entered into the Facility Agreement with Oversea-Chinese Banking Corporation Limited (“OCBCL”). The Facility Agreement comprises a single £660,000,000 credit facility (the “Facility”).

The loans made available to CDL under the Facility will be used to finance the acquisition of Offeree Shares pursuant to the Final Offer, and to pay costs, fees and expenses (and any taxes on these) and all stamp duty, stamp duty land tax, registration and similar taxes arising which are incurred by or on behalf of the Offeror in connection with the Final Offer.

The termination date of the Facility is 36 months after the date the Facility is first utilised, however, repayment instalments of loans are required to be made on 6-monthly intervals beginning on the date that is 18 months after the first utilisation date of the Facility, with the balance to be repaid on the termination date of the Facility.

The drawing of loans under the Facility is subject to the satisfaction of conditions precedent which are customary for financings of this nature. The Facility is available for drawing from and including 7 June 2019 and the earlier of:

- (i) the date falling six months after the signing of the Facility Agreement; and
- (ii) 31 December 2019.

The availability period for drawing the Facility may also be extended by a period of up to six months upon CDL’s written request.

In addition, the Facility Agreement contains “certain funds provisions” customary for financings of this nature which prevent OCBCL from refusing to make a term loan available or cancelling its commitment unless a major default has occurred and has not been remedied or discharged within the applicable grace period or consent has not been given for such major default. Major defaults include a payment default under the Facility Agreement, a default relating to a breach of the negative pledge undertaking of CDL, defaults arising in connection with certain misrepresentations being made in respect of CDL, certain insolvency events relating to CDL or illegality or unenforceability of the Facility Agreement. The duration of the certain funds availability period of the Facility is the entire availability period of the Facility.

The loans under the Facility bear interest at an annual rate equal to LIBOR (as defined in the Facility Agreement) plus an agreed margin ranging between 0.875 and 0.725 per cent. per annum, adjusting according to the number of repayment instalments made in respect of the loans. CDL has paid an upfront fee in an amount equal to 0.15 per cent. of the commitment under the Facility within five business days from the signing of the Facility Agreement.

No security or guarantees are given in connection with the Facility Agreement.

The Facility Agreement contains customary representations and warranties, and customary positive and negative undertakings, in relation to CDL and, in some cases, its principal subsidiaries and its subsidiaries on a consolidated basis.

The negative undertakings in the Facility Agreement include restrictions, subject to certain exceptions, applicable to CDL and, in some cases, its principal subsidiaries or CDL and its subsidiaries from: creating security over their assets, entering into any reconstruction, reorganisation, amalgamation, consolidation, merger or any scheme of arrangement or compromise or any other scheme affecting its existing constitution, to use the Facility only for its designated purposes and a right of first refusal to OCBCL to provide any loan financing or debt instrument issuances which will refinance the outstandings under the Facility.

The Facility Agreement also includes positive undertakings, subject to certain exceptions, applicable to CDL and, in some cases, its principal subsidiaries or CDL and its subsidiaries for: notifying OCBCL of any material adverse change, event of default or mandatory prepayment event under the Facility Agreement, delivering certain financial information, notifying OCBCL of any investigation, litigation, arbitration or any administrative proceedings and to take any action necessary to give full effect to the terms and conditions of the Finance Documents (as defined in the Facility Agreement).

The Facility Agreement contains no financial undertakings.

The Facility Agreement contains the following customary events of default in respect of CDL, subject to certain exceptions (and subject in certain cases to a remedy period), including the occurrence of: a non-payment default under any Finance Document, failure to comply with any other obligation under a Finance Document (other than any payment of a sum due), a breach of a warranty, enforcement proceedings, insolvency, order for winding-up, material adverse change (which applies to CDL and its subsidiaries on a consolidated basis) disposal of all or substantially all of its assets, cross default in relation to debts which exceed in aggregate S\$100,000,000 (or its equivalent), in relation to an order for winding-up, a declaration that CDL is a declared company under Part IX of the Companies Act in Chapter 50 of Singapore, the cessation of business, the repudiation of the Facility Agreement, or a listing of the shares of CDL. Upon the occurrence of an event of default, but subject in each case to the certain funds provision, OCBCL may demand immediate repayment of all amounts outstanding under the Facility Agreement and cancel the undrawn commitment under the Facility.

The Facility Agreement contains customary prepayment and cancellation provisions. In addition, the Facility shall be mandatorily prepaid and cancelled if it becomes impossible or unlawful for CDL to perform its obligations under the Facility Agreement or for OCBCL to exercise its rights, powers and/or remedies under the Facility Agreement, or if any obligation of CDL under the Facility Agreement becomes illegal or unenforceable.

(b) £660,000,000 Intercompany Loan Agreement

CDL entered into a £660,000,000 intercompany loan agreement dated 7 June 2019 (the “**£660,000,000 Intercompany Loan Agreement**”) with the Offeror as borrower governed under the laws of Singapore. The £660,000,000 Intercompany Loan Agreement comprises a pounds sterling term loan facility for £660,000,000 (the “**Loan Portion Facility**”) to be made available to the Offeror upon occurrence of a utilisation of the Facility, in an amount equal to the corresponding utilisation under the Facility.

The proceeds of the Loan Portion Facility are available to the Offeror to apply towards market purchases of Offeree Shares, the consideration payable by the Offeror in respect of those Offeree Shares to which the Final Offer relates, the consideration payable by the Offeror in respect of the Shares acquired by it as a result of it implementing the compulsory acquisition procedures set out in sections 979 to 982 of the Companies Act or as a result of it being required to purchase Shares pursuant to section 983 of the Companies Act and/or any and all costs, fees and expenses (including any taxes on them) and all stamp duty, stamp duty land tax, registration and other similar taxes incurred by the Offeror in connection with the Final Offer or the financing of the Final Offer.

The loan under the Loan Portion Facility will bear interest at a rate as may be agreed between CDL and the Offeror from time to time and accrued interest shall be paid on repayment or prepayment of the loan made under the Loan Portion Facility or any part of the loan. The Offeror is required to repay the loan(s) made under the Loan Portion Facility at such time as the Offeror and CDL shall agree.

As is customary for an intercompany loan, utilisation of the Loan Portion Facility is not subject to conditions precedent and the £660,000,000 Intercompany Loan Agreement contains no representations and warranties, undertakings or events of default.

(c) Intercompany Cash Portion Loan Agreement

CDL entered into an intercompany loan agreement dated 7 June 2019 (the “**Intercompany Cash Portion Loan Agreement**”) with the Offeror as borrower governed under the laws of Singapore. The Intercompany Cash Portion Loan Agreement comprises a pounds sterling term loan facility for £135,000,000 made available to the Offeror on 7 June 2019 and for CDL at its discretion to make available one or more further loans to the Borrower in pounds sterling (the “**Cash Portion Facility**”). The proceeds of the Cash Portion Facility are available to the Offeror to apply towards the general corporate and working capital purposes of the Offeror, CDL and its subsidiaries (including, but not limited to, acquisitions).

Each loan under the Cash Portion Facility will bear interest at a rate as may be agreed between CDL and the Offeror from time to time and accrued interest shall be paid on repayment or prepayment of the loan made under the Cash Portion Facility or any part of the loan. The Offeror is required to repay the loan(s) made under the Cash Portion Facility at such time as the Offeror and CDL shall agree.

As is customary for an intercompany loan, utilisation of the Cash Portion Facility is not subject to conditions precedent and the Intercompany Cash Portion Loan Agreement contains no representations and warranties, undertakings or events of default.

(d) Termination Deed

Details of the Termination Deed are set out in paragraph 11 of the letter from CDL contained in Part II of this document.

8.2 The Offeree

In addition to the Termination Deed (described in paragraph 8.1(d) of this Appendix V), the following contracts have been entered into by the Offeree or its subsidiaries otherwise than in the ordinary course of business since 7 June 2017 (the date two years prior to the start of the Offer Period) and are or may be material:

(a) Construction Agreement with Palisade Builders, Inc

On 17 May 2019, Sunnyvale Partners, Ltd. (“**Sunnyvale**”), a wholly-owned indirect subsidiary of the Offeree, entered into a construction agreement (the “**Construction Contract**”) with Palisade Builders, Inc. (“**Palisade**”) for the construction of a 250-unit residential complex in Sunnyvale, California (the “**Complex**”).

Under the Construction Contract, Palisade shall commence construction of the Complex and accompanying facilities (the “**Palisade Work**”) once it receives a notice to proceed from Sunnyvale (the “**Commencement Date**”) and must achieve substantial completion of the Palisade Work no later than 900 calendar days after the Commencement Date (the “**Contract Time**”). If Palisade does not substantially complete the Palisade Work within the Contract Time, then thirty days after the end of the Contract Time it shall be liable for liquidated damages per day until the Palisade Work has been substantially completed.

The guaranteed maximum price payable by Sunnyvale to Palisade under the Construction Contract in respect of the Palisade Work is US\$108,141,381 (the “**Guaranteed Maximum Price**”). This figure includes the cost of the Palisade Work

(i.e. labour costs, sub-contractor costs, materials and equipment), a contingency fee of 1.5 per cent. of the aggregated total budgeted costs of the Palisade Work and a Palisade's contractor fee of 3.75 per cent.

Sunnyvale may order Palisade to suspend, delay or interrupt the performance of the Palisade Work at its convenience, with the Contract Time and Guaranteed Maximum Price adjusted accordingly to reflect the cost and delay of any such extension.

Sunnyvale may terminate the Construction Contract at its convenience and without cause. If Palisade materially breaches the Construction Contract, Sunnyvale may also withhold payment to Palisade and supply workers and materials at Palisade's cost for any necessary corrections.

Palisade may terminate the Construction Contract if the Palisade Work has been stopped for thirty days due to no fault of Palisade, if Sunnyvale fails to pay Palisade or otherwise materially breaches the Construction Contract.

(b) Credit agreement with Oversea-Chinese Banking Corporation Limited

CDL Hotels USA, Inc. ("**CDL USA**") (as borrower) and OCBCL (as lender and administrative agent) entered into a credit agreement dated 18 November 2008 (amended by the first amendment dated 30 December 2010, the second amendment dated 30 September 2011, the letter agreement dated 8 March 2013, the third amendment dated 26 July 2013 and the fourth amendment dated 3 November 2017).

Under the terms of the agreement, OCBCL made available revolving loans in an aggregate amount of up to US\$100,000,000. The fourth amendment extended the maturity date to 17 November 2020.

The interest on the Eurodollar borrowings is the aggregate of: (i) the margin (currently, 1.05 per cent.), and (ii) the LIBOR Rate (as defined in the credit agreement).

The credit agreement requires CDL USA to comply with certain financial covenants and also contain certain other undertakings of the obligors which, amongst other things, restrict the creation of security, payment or declaration of dividends or distributions (subject to certain conditions), mergers, consolidations and disposal of assets, subject to permitted exceptions.

The credit agreement also contains customary events of default including (without limitation) non-payment of amounts due, non-compliance with other covenants or conditions, breach of representations or warranties, cross-default in relation to any financial indebtedness where the aggregate principal amount exceeds US\$50,000,000, insolvency, bankruptcy or similar proceedings or actions (whether voluntary or involuntary), an ERISA (as defined in the credit agreement) event resulting in a liability in excess of US\$25,000,000 and CDL USA ceasing to be a subsidiary of the Offeree.

(c) Facility agreements with SMBC Bank

On 27 September 2012, a revolving credit facility agreement was entered into between: (1) the Offeree (as borrower) and (2) Sumitomo Mitsui Banking Corporation, Brussels Branch ("**SMBC Brussels**") (as lender) (as amended by amendment letters dated 28 September 2015 and 27 September 2018) ("**SMBC Facility Agreement 1**"). Under the terms of SMBC Facility Agreement 1, SMBC Brussels made available a committed bilateral, multicurrency, revolving credit facility for an aggregate principal amount at any one time not exceeding US\$100,000,000. The final maturity date was extended to 27 September 2021.

The Offeree (as borrower) entered into another facility agreement on 23 March 2016 with Sumitomo Mitsui Banking Corporation, Singapore Branch ("**SMBC Singapore**") (as lender) (amended by an amendment letter dated 5 October 2018 which came into effect on 15 November 2018) ("**SMBC Facility Agreement 2**"). Under the terms of SMBC Facility Agreement 2, SMBC Singapore made available a committed

bilateral, multicurrency, revolving credit facility for an aggregate principal amount up to US\$50,000,000 (provided that outstanding advances denominated in SGD are not exceeding SGD20,000,000). The final maturity date is 23 March 2021, being the date falling 60 months from the date of the first advance.

The Offeree (as borrower) entered into another facility agreement on 28 June 2019 with Sumitomo Mitsui Banking Corporation Europe Limited ("**SMBC Europe**") (as lender) ("**SMBC Facility Agreement 3**"). Under the terms of SMBC Facility Agreement 3, SMBC Europe made available a committed bilateral US Dollar term loan facility for an aggregate principal amount at any one time not exceeding US\$100,000,000. The Offeree must repay this facility in full, together with any accrued interest, on the final maturity date (which is 27 June 2024).

The Offeree (as borrower) entered into another facility agreement on 19 July 2019 with SMBC Singapore (as lender) ("**SMBC Facility Agreement 4**", together with SMBC Facility Agreement 1, SMBC Facility Agreement 2 and SMBC Facility Agreement 3, the "**SMBC Facility Agreements**"). Under the terms of SMBC Facility Agreement 4, SMBC Singapore made available a committed bilateral term loan of US\$50,000,000. The final maturity date is 24 July 2022, being the date falling 36 months from the date on which the loan was advanced.

Interest on advances made under SMBC Facility Agreement 1 is the aggregate of: (i) the margin (currently, 0.80 per cent. per annum); and (ii) SMBC Brussels' cost to fund the relevant advance (from whatever source it may reasonably select).

Interest on advances made under SMBC Facility Agreement 2 is the aggregate of: (i) the margin (0.80 per cent. per annum); and (ii) the applicable base rate determined in accordance with the agreement.

Interest on advances made under SMBC Facility Agreement 3 is the aggregate of: (i) the margin (currently, 0.90 per cent. per annum); and (ii) LIBOR (as defined in SMBC Facility Agreement 3).

Interest on the advance made under SMBC Facility Agreement 4 is the aggregate of (i) the margin (0.80 per cent. per annum) and (ii) LIBOR (as defined in SMBC Facility Agreement 4).

The SMBC Facility Agreements require the Offeree to comply with certain financial covenants and also contain certain other undertakings of the Offeree which, amongst other things, restrict the creation of security, mergers, reconstructions and amalgamations and changes in the nature of the business, subject to permitted exceptions and/or materiality qualifiers.

The SMBC Facility Agreements also contain customary events of default including (without limitation) non-payment of amounts due, breach of other obligations, breach of representations or warranties, cross-default in an amount of at least £40,000,000, insolvency, winding up, cessation of business and material adverse change.

(d) Facility letter with BAML

On 14 March 2018, a facility letter was entered into between: (1) the Offeree (as borrower) and Bank of America Merrill Lynch International Limited ("**BAML**") (as lender) (the "**Facility Letter**"). Under the terms of the Facility Letter, BAML may, upon the Offeree's request, make available an uncommitted multicurrency facility not exceeding in aggregate US\$200,000,000.

The Facility Letter may be terminated at any time by the lender and within 15 days of: (i) demand by the lender; or (ii) notice of termination of the Facility Letter, the Offeree must repay all outstanding advances with all unpaid interest and reimburse BAML for any losses, costs and expenses in connection with making or maintaining any advances. Interest on advances is aggregate of: (i) a margin as agreed between BAML and the Offeree; and (ii) LIBOR (as defined in the Facility Letter).

The Facility Letter contains certain information undertakings and also restricts the Offeree's ability to create or grant security, subject to permitted exceptions.

9 Cash Confirmation

CDL's Joint Financial Advisers, Barclays and BofA Merrill Lynch, are satisfied that resources available to the Offeror are sufficient to satisfy in full the cash consideration payable to Offeree Shareholders under the terms of the Final Offer.

10 Sources and Bases

10.1 The number of Offeree Shares as at 7 June 2019, being the date of the Final Offer Announcement, is 324,793,808.

10.2 The value placed by the Final Offer on the existing issued and to be issued ordinary share capital of the Offeree is based on the fully-diluted issued share capital of the Offeree being 325,070,579 Offeree Shares as at 13 August 2019, being the Latest Practicable Date.

10.3 The number of Offeree Shares subject to existing options and awards granted under the Offeree Share Schemes which are capable of being satisfied by the new issue of Offeree Shares as at the Latest Practicable Date is 195,978 and, for the purposes of this document, the "fully-diluted issued share capital of the Offeree" means the total number of Offeree Shares which would be in issue if this number of Offeree Shares were issued pursuant to the exercise or vesting of such options and awards.

10.4 The percentages of Offeree Shares in relation to the irrevocable undertakings given by Offeree Shareholders referred to in paragraph 4 of Part I and paragraph 5 of this Appendix V are based on 324,793,808 Offeree Shares in issue as at 7 June 2019, being the date of the Final Offer Announcement.

10.5 The Closing Prices referenced in this document are taken from the Daily Official List.

10.6 Unless otherwise stated, the financial information relating to the CDL Group is extracted from the audited consolidated financial statements of CDL for FY2018 which have been prepared in accordance with SFRS(I) and IFRS, and Appendix III includes a reference to the relevant unaudited financial results of CDL for the six-month period ended 30 June 2019.

10.7 Unless otherwise stated, the financial information relating to the Offeree is extracted from the Offeree FY2018 Results and the unaudited financial results for the six-month period ended 30 June 2019.

10.8 Unless otherwise stated, where amounts are shown in both Singapore Dollars and pounds sterling, or converted between the aforementioned currencies, in this document, the SGD/GBP exchange rates used in this document are those set out in Appendix VI to this document.

11 Incorporation by reference

Parts of other documents are incorporated by reference in, and form part of, this document.

Appendices II and III of this document set out the financial information incorporated by reference into this document.

Any person who has received this document may request a copy of such documents incorporated by reference. A copy of any such documents or information incorporated by reference in this document shall not be sent to such persons unless requested from the Receiving Agent, Equiniti Limited, at Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA or by telephone on 0371 384 2140 (if calling within the UK) or +44 121 415 0078 (if calling from outside the UK). Lines are open Monday to Friday 8.30 a.m. to 5.30 p.m. (London time) excluding public holidays in England and Wales. If requested, copies shall be provided, free of charge, within two Business Days of request.

12 Other Information

12.1 Each of CDL's Joint Financial Advisers, Barclays and BofA Merrill Lynch, has given and not withdrawn their written consent to the issue of this document with the inclusion herein of the references to its name in the form and context in which it appears.

- 12.2 The Independent Committee's Financial Adviser, Credit Suisse, has given and not withdrawn its written consent to the issue of this document with the inclusion herein of the references to its name in the form and context in which it appears.
- 12.3 Save as disclosed in this document, there is no agreement, arrangement or understanding (including any compensation arrangements) between the Offeror or any person acting in concert with it and any of the directors, recent directors, shareholders or recent shareholders of the Offeree or any person interested or recently interested in the Offeree Shares having any connection with or dependence on or which is conditional upon the outcome of the Final Offer.
- 12.4 There is no agreement to which the Offeror is a party which relates to the circumstances in which it may, or may not, invoke a Condition to the Final Offer.
- 12.5 There is no agreement, arrangement or understanding whereby the beneficial ownership of any of the Offeree Shares to be acquired by the Offeror shall be transferred to any other person, save that the Offeror reserves the right to transfer any such shares to any member of the CDL Group and the right to assign any such shares by way of security or grant any security in trust over such shares in favour of any or all of the parties to any of the facilities described in paragraph 8 of this Appendix V.
- 12.6 The Offeree Independent Directors are not aware of any significant change in the financial or trading position of the Offeree which has occurred since 30 June 2019, the date of the end of the last financial period for which interim financial information was published.
- 12.7 The aggregate fees and expenses which are expected to be incurred by the Offeror in connection with the Final Offer are estimated to amount to approximately £11,000,000 (excluding applicable VAT or similar taxes). This aggregate number consists of the following categories (each excluding applicable VAT or similar taxes):
- 12.7.1 financing arrangements: approximately £990,000;
 - 12.7.2 financial and corporate broking advice: approximately £4,730,000;
 - 12.7.3 legal advice: approximately £3,000,000;^{3,4,5}
 - 12.7.4 accounting advice (which includes tax advice): approximately £180,000;³
 - 12.7.5 public relations advice: approximately £150,000;
 - 12.7.6 other professional services: approximately £1,795,000;⁶ and
 - 12.7.7 other costs and expenses: approximately £155,000.⁴

In addition, stamp duty of approximately £3,890,000 will be paid by the Offeror if it receives acceptances under the Final Offer in respect of, and/or otherwise acquires, all the Offeree Shares not already owned by the CDL Parties. This amount has been calculated based on the fully-diluted issued share capital of the Offeree on the Latest Practicable Date.

- 12.8 The aggregate fees and expenses which are expected to be incurred by the Offeree in connection with the Final Offer are estimated to amount to approximately £4,535,000 (excluding applicable VAT). This aggregate number consists of the following categories (each excluding applicable VAT or similar taxes):
- 12.8.1 financial and corporate broking advice: up to approximately £3,500,000;
 - 12.8.2 legal advice: up to approximately £925,000;

³ Fees and expenses that will be invoiced in Singapore Dollars have, for the purposes of this section, been converted into pounds sterling at an exchange rate of £1:\$1.6687, which was derived from data provided by Bloomberg as at the Latest Practicable Date.

⁴ Fees and expenses that will be invoiced in New Zealand Dollars have, for the purposes of this section, been converted into pounds sterling at an exchange rate of £1:NZD1.8688, which was derived from data provided by Bloomberg as at the Latest Practicable Date.

⁵ These services are charged by reference to hourly or daily rates. Amounts included here reflect the time incurred up to the Latest Practicable Date and an estimate of further time required.

⁶ These services may vary depending on the service volumes and types of services provided. Amounts included here reflect an estimate of the expected services required.

- 12.8.3 public relations advice: up to approximately £60,000;
- 12.8.4 other professional services: up to approximately £10,000; and
- 12.8.5 other costs and expenses: up to approximately £40,000.

12.9 The persons (other than the Offeror Directors) who, for the purposes of the Code, are acting in concert with the Offeror (as connected adviser or significant shareholder) are set out in the table below:

Person acting in concert	Relationship with Offeror	Address
Singapura Developments (Private) Limited	Holding company of the Offeror and subsidiary of CDL	9 Raffles Place, #12-01 Republic Plaza, Singapore 048619
Reach Across International Limited	Related company of the Offeror and subsidiary of CDL	c/o 9 Raffles Place, #12-01 Republic Plaza, Singapore 048619
Reach Across International Limited (held by Pershing LLC)	Reach Across International Limited is a related company of the Offeror and subsidiary of CDL	1 Pershing Plaza, Jersey City, New Jersey 07399, USA
Hong Leong Investment Holdings Pte. Ltd.	Immediate and ultimate holding company of the Offeror and CDL Holds an aggregate of direct and deemed interest in 48.552 per cent. of CDL's issued share capital and is a concert party of CDL	16 Raffles Quay, #26-00, Hong Leong Building, Singapore 048581
Kwek Holdings Pte Ltd	Holds 29.1 per cent. interest in the shares of Hong Leong Investment Holdings Pte. Ltd. Kwek Holdings Pte Ltd is wholly-owned by various members of the Kwek family	16 Raffles Quay, #26-00, Hong Leong Building, Singapore 048581
Davos Investment Holdings Private Limited	Holds 33.6 per cent. interest in the shares of Hong Leong Investment Holdings Pte. Ltd. Davos Investment Holdings Private Limited is wholly-owned by various members of the Kwek family	1 Wallich Street, #31-01, Guoco Tower, Singapore 078881
Barclays Bank PLC, acting through its Investment Bank	Financial adviser	5 The North Colonnade, Canary Wharf, London E14 4BB, United Kingdom
Merrill Lynch Singapore (Pte) Ltd.	Financial adviser	50 Collyer Quay, #14-01 OUE Bayfront, Singapore 049321
Spartan Advisors Limited	Adviser	2nd Floor, 14 George Street, London, United Kingdom W1S 1FE

12.10 The persons (other than the Offeree Directors) who, for the purposes of the Code, are acting in concert with the Offeree (as connected adviser) are set out in the table below:

<u>Person acting in concert</u>	<u>Relationship with Offeror</u>	<u>Address</u>
Credit Suisse	Financial adviser	One Cabot Square, London, E14 4QJ

13 Documents available on website

Copies of the following documents shall be made available on CDL's website at www.cdl.com.sg/Millennium-Offer and the Offeree's website at <https://investors.millenniumhotels.com/regulatory-announcements-and-news/city-developments-ltdoffer-documents> until the end of the Offer Period:

13.1 the constitution of CDL;

13.2 the memorandum and articles of association of the Offeror;

13.3 the memorandum and articles of association of the Offeree;

13.4 the material contracts entered into in connection with the Final Offer referred to in paragraph 8.1 of this Appendix V (which include documents relating to the financing arrangements for the Final Offer);

13.5 the written consents referred to in paragraph 12 of this Appendix V;

13.6 any offer-related arrangement or other agreement, arrangement or commitment permitted under, or excluded, from Rule 21.2 of the Code referred to in paragraphs 5 and 8.1(d) of this Appendix V; and

13.7 a full list of any dealings aggregated in paragraph 6 of this Appendix V.

For the avoidance of doubt, the contents of CDL's website and the Offeree's website are not incorporated into, and do not form part of, this document, save for the information specifically incorporated by reference pursuant to Appendices II and III.

APPENDIX VI

PRO FORMA EFFECTS OF THE FINAL OFFER FOR CDL

- 1 Bases and assumptions.** The following *pro forma* financial effects of the Final Offer have been computed based on the audited consolidated financial statements for FY2018 of the CDL Group (the “**CDL FY2018 Results**”) and the Offeree FY2018 Results. The following *pro forma* financial effects of the Final Offer are for illustrative purposes only, and are neither indicative of the actual financial effects of the Final Offer on the net tangible assets (the “**NTA**”) and/or earnings of the CDL Group, nor representative of the actual or future financial position and/or results of the CDL Group immediately after the close of the Final Offer or upon completion of the Final Offer. The *pro forma* financial effects have also been prepared based on the following bases and assumptions:
- (i) no downstream offer in respect of any listed downstream entities of the Offeree Group will be required as a result of the Final Offer;
 - (ii) the Final Offer is accepted in full on the basis of the fully-diluted issued share capital of the Offeree and as a result of which the Offeree becomes a wholly-owned indirect subsidiary of CDL;
 - (iii) the aggregate cash consideration payable pursuant to the Final Offer is the maximum aggregate cash consideration payable by CDL pursuant to the Final Offer, being approximately £776 million (equivalent to approximately S\$1,295 million⁷), and will be funded through a combination of internal cash resources and external borrowings of the CDL Group (excluding the Offeree Group);⁸
 - (iv) any synergies or fees and expenses which may be realised or incurred following the completion of the Final Offer or in connection with the Final Offer have not been taken into account; and
 - (v) the Offeree FY2018 Results are reported in pounds sterling (£) and, accordingly, the figures therein used for the purposes of the computation of the *pro forma* financial effects of the Final Offer set out in this Appendix VI have been converted, where necessary, into Singapore Dollar (S\$) based on the exchange rates adopted by CDL when consolidating the Offeree FY2018 Results in the CDL FY2018 Results, being:
 - (I) the closing exchange rate of S\$1.7411:£1.00 as at 31 December 2018 for the translation of the balance sheet items;⁹ and
 - (II) the average exchange rate of S\$1.7986:£1.00 for FY2018 for the translation of the profit and loss items.¹⁰
- 2 Earnings.** For illustrative purposes only and assuming that the Final Offer had been completed on 1 January 2018, being the beginning of FY2018, the *pro forma* financial effects of the Final Offer (using the aggregate cash consideration payable by CDL as set out in paragraph 1(iii) of this Appendix VI) on the earnings per CDL Share (the “**EPS**”) are as follows:

	Before the Final Offer	After the Final Offer
Net profit after tax and non-controlling interests (S\$ million)	557	552
EPS – Basic (S\$)¹¹	0.60	0.59
EPS – Diluted (S\$)¹²	0.58	0.58

⁷ The exchange rate of SGD to GBP used in this paragraph is based on the exchange rate of £1:S\$1.6687 as at the Latest Practicable Date.

⁸ Assume borrowing incurs cost of debt ranging from 1.925 per cent. to 3.0 per cent.

⁹ Being the exchange rate compiled from the Straits Times adopted by CDL when consolidating the Offeree FY2018 Results in the CDL FY2018 Results.

¹⁰ Being average of the exchange rates from December 2017 to December 2018 compiled from the Straits Times adopted by CDP when consolidating the Offeree FY 2018 Results in the CDL FY2018 Results.

¹¹ EPS-Basic is calculated based on the weighted average number of CDL Shares of 908,581,604 as at FY2018.

¹² EPS-Diluted is calculated based on the weighted average number of CDL Shares of 953,580,502, after adjusting for potential ordinary shares issuable under preference shares of CDL, as at FY2018.

- 3 **NTA.** For illustrative purposes only and assuming that the Final Offer had been completed on 31 December 2018, being the end of FY2018, the *pro forma* financial effects of the Final Offer (using the aggregate cash consideration payable by CDL as set out in paragraph 1(iii) of this Appendix VI) on the NTA per CDL Share are as follows:

	Before the Final Offer	After the Final Offer
Net assets (S\$ million)	10,041	10,179
Less: intangibles (S\$ million)	2	2
NTA (S\$ million)	10,039	10,177
Number of CDL Shares	906,901,330	906,901,330
NTA per CDL Share (S\$)	11.07	11.22

- 4 **Share capital.** The Final Offer will not have any impact on the issued share capital of CDL.

APPENDIX VII

DEFINITIONS

2017 Acceptance Condition	has the meaning given to it in paragraph 5 of Part I of this document;
2017 CDL Parties	has the meaning given to it in paragraph 5 of Part I of this document;
2017 Offer	the recommended final cash offer made by the Offeror for the Offeree on 21 December 2017 which has lapsed on 26 January 2018;
£660,000,000 Intercompany Loan Agreement	has the meaning given to it in paragraph 8.1(b) of Appendix V to this document;
ABP	the Annual Bonus Plan;
Acceptance Condition	the Condition as to acceptances set out in paragraph 1(a) of Part A of Appendix I to this document;
Authorisations	regulatory authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions or approvals;
Barclays	Barclays Bank PLC, acting through its Investment Bank;
Blocking Law	(i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union or the United Kingdom); or (ii) any similar blocking or anti-boycott law;
BofA Merrill Lynch	Merrill Lynch Singapore (Pte) Ltd;
Business Day	a day (other than Saturdays, Sundays and public holidays in the UK) on which banks are normally open for business in the City of London;
CDL	City Developments Limited, a company incorporated in the Republic of Singapore with registration number 196300316Z whose registered office is at 9 Raffles Place #12-01 Republic Plaza Singapore 048619;
CDL Directors	the board of directors of CDL, or, where the context so requires, the directors of CDL from time to time;
CDL FY2018 Results	the audited consolidated financial statements of the CDL Group for the year ended 31 December 2018;
CDL Group	CDL and its subsidiary undertakings and parent undertakings, and any other subsidiary of its parent undertakings and, where the context permits, each of them;
CDL Parties	the Offeror, CDL and those persons acting in concert (within the meaning of the term given in the Code) with them;
CDL Shares	ordinary shares in the capital of CDL;
CDL's Joint Financial Advisers	Barclays and BofA Merrill Lynch, both acting exclusively for CDL and the Offeror in relation to the Final Offer;
certificated or in certificated form	an Offeree Share which is not in uncertificated form (that is, not in CREST);
Classic	Classic Fund Management AG;
Classic/BWM	Classic and BWM AG;

Closing Price	the closing middle market price of an Offeree Share on a particular trading day as derived from the Daily Official List;
CMA Phase 2 Reference	a reference of the Final Offer to the chair of the Competition and Markets Authority for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013;
Code	the City Code on Takeovers and Mergers;
Community	the European Community;
Companies Act	the Companies Act 2006;
Competition and Markets Authority	a UK statutory body established under the Enterprise and Regulatory Reform Act 2013;
Conditions	the conditions of the Final Offer set out in Part A of Appendix I to this document, and “ Condition ” means any one of them;
Cooperation Agreement	an amended and restated cooperation agreement dated 14 November 2014 (as may be further amended from time to time);
Credit Suisse	Credit Suisse International;
CREST	the relevant system (as defined in the Uncertificated Securities Regulations) in respect of which Euroclear is the Operator (as defined in the Uncertificated Securities Regulations);
CREST Manual	the manual issued by Euroclear from time to time;
CREST member	a person who has been admitted by Euroclear as a system-member (as defined in the Uncertificated Securities Regulations);
CREST participant	a person who is, in relation to CREST, a system-participant (as defined in the Uncertificated Securities Regulations);
CREST sponsor	a CREST participant admitted to CREST as a CREST sponsor;
CREST sponsored member	a CREST member admitted to CREST as a sponsored member;
Daily Official List	the Daily Official List published by the London Stock Exchange;
DB Plans	the Offeree’s defined benefit pension plans in Indonesia, Malaysia, Philippines, South Korea, Taiwan and the UK;
Dealing Disclosure	has the same meaning as in Rule 8 of the Code;
Disclosed	the information disclosed by, or on behalf, of the Offeree in any announcement to a Regulatory Information Service by, or on behalf of, the Offeree prior to the publication of the Final Offer Announcement;
Disclosure Period	the period commencing 6 June 2018 (being the date 12 months prior to the start of the Offer Period) and ending on the Latest Practicable Date;
Electronic Acceptance	the inputting and setting of a TTE instruction which constitutes or is deemed to constitute an acceptance of the Final Offer on the terms set out in this document;
EPS	earnings per CDL Share;
ESA instruction	an Escrow Account Adjustment Input (“AESN”) transaction type “ESA” (as defined in the CREST Manual);
Escrow Agent	the Receiving Agent, in its capacity as escrow agent for the purpose of the Final Offer;
ESP	the 2016 Executive Share Plan;
Euroclear	Euroclear UK & Ireland Limited;

Exchange Act	the United States Securities Exchange Act of 1934;
Facility	has the meaning given to it in paragraph 8.1(a) of Appendix V to this document;
Facility Agreement	the loan facility agreement entered into by CDL with Oversea-Chinese Banking Corporation Limited as lender dated 7 June 2019 pursuant to which a £660,000,000 pounds sterling credit facility is made available to CDL to finance part of the cash consideration payable pursuant to the Final Offer and to finance fees, costs and expenses in connection with the Final Offer;
FCA Handbook	the handbook of rules made by the FCA as amended from time to time;
Final Offer	the recommended pre-conditional final cash offer, made by the Offeror, which is final and will not be increased, to acquire the entire issued and to be issued Offeree Shares not already owned by the CDL Parties, on the terms and subject to the Conditions set out in this document and (in respect of Offeree Shares in certificated form) the Form of Acceptance and including, where the context permits, any subsequent revision, variation, extension or renewal of such offer;
Final Offer Announcement	the announcement by the boards of CDL and the Offeree and the Offeree Independent Directors on 7 June 2019;
Final Offer Consideration	685 pence per Offeree Share;
Financial Conduct Authority or FCA	the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of the UK Financial Services and Markets Act 2000;
First Closing Date	27 September 2019;
Form of Acceptance	in relation to Offeree Shares, the form of acceptance and authority relating to the Final Offer which accompanies this document for use by Offeree Shareholders with shares in certificated form in connection with the Final Offer;
FY2018	the financial year ended 31 December 2018;
Group RevPAR	revenue per available room for the Offeree Group;
IFRS	International Financial Reporting Standards as adopted by the European Union
Independent Committee	the independent committee of the Offeree Board comprising the Offeree Independent Directors;
Independent Committee's Financial Adviser	Credit Suisse;
Independent Offeree Shareholders	Offeree Shareholders other than the CDL Parties;
Intercompany Cash Portion Loan Agreement	has the meaning given to it in paragraph 8.1(c) of Appendix V of this document;
IVA	International Value Advisers, LLC;
JNE	JNE Partners LLP;
JNE/MSD	JNE and MSD;
Latest Practicable Date	13 August 2019, being the latest practicable date prior to the date of this document;
Listing Rules	the rules and regulations made by the Financial Conduct Authority in its capacity as the UK Listing Authority under the Financial

	Services and Markets Act 2000, and contained in the FCA's publication of the same name;
London Stock Exchange	London Stock Exchange plc, together with any successors thereto;
Main Market	the main market of the London Stock Exchange;
member account ID	the identification code or number attached to any member account in CREST;
MSD	MSD Partners, L.P.;
New Zealand Panel Exemption Condition	the Condition to the Final Offer which is set out in paragraph 1(c) of Appendix I to this document, relating to the granting by the Takeovers Panel of New Zealand of an unconditional exemption from the requirements of rule 6(1) of the New Zealand Takeovers Code;
NTA	net tangible assets;
OCBCL	Oversea-Chinese Banking Corporation Limited;
Offer Document	this document and any subsequent document containing the Final Offer;
Offer Period	the period beginning on and including 7 June 2019 and ending on the latest of: (i) 1.00 p.m. (London time) on 27 September 2019; (ii) the time and date on which the Final Offer becomes or is declared unconditional as to acceptances; and (iii) the time and date on which the Final Offer lapses or is withdrawn;
Offeree	Millennium & Copthorne Hotels plc, a company incorporated in England and Wales with registration number 03004377 whose registered office is at Victoria House, Victoria Road, Horley, Surrey, RH6 7AF;
Offeree Board or Offeree Directors	the Offeree board of directors;
Offeree FY2018 Results	the audited consolidated financial statements of the Offeree Group for the year ended 31 December 2018;
Offeree Group	the Offeree and its subsidiary undertakings and, where the context permits, each of them;
Offeree Independent Directors	the Offeree independent directors, which excludes the appointees of CDL to the Offeree Board (such appointees being Kwek Leng Beng, Kwek Leng Peck and Kwek Eik Sheng);
Offeree Non-Independent Directors	the Offeree directors who are appointees of CDL to the Offeree board of directors and are therefore excluded from being Offeree Independent Directors (such appointees being Kwek Leng Beng, Kwek Leng Peck and Kwek Eik Sheng);
Offeree Share Schemes	the ESP, the ABP and the Sharesave Plans;
Offeree Shareholders	the holders of Offeree Shares;
Offeree Shares	the existing unconditionally allotted or issued and fully paid ordinary shares of 30 pence each in the capital of the Offeree and any further such ordinary shares which are unconditionally allotted or issued while the Final Offer remains open for acceptance or before such earlier date as the Offeror (subject to the Code) may determine, not, unless the Panel so permits, being earlier than the date on which the Final Offer is declared unconditional as to acceptances or, if later, the First Closing Date;

Offeror	Agapier Investments Limited, a company incorporated in the British Virgin Islands with British Virgin Islands Company Number 1886128 whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands;
Offeror Directors	the Offeror board of directors;
Official List	the Official List maintained by the FCA;
OIO	the New Zealand Overseas Investment Office;
OIO Pre-Condition	the pre-condition to the publication of this document which was set out in paragraph 1 of Appendix I to the Final Offer Announcement, relating to the granting of consent and/or receipt of applicable exemptions under the New Zealand Overseas Investment Act 2005 and the New Zealand Overseas Investment Regulations 2005 for the indirect acquisition of interests in sensitive land and significant business assets in New Zealand that would occur if the Final Offer takes place and is successful;
Opening Position Disclosure	has the same meaning as in Rule 8 of the Code;
OTA	Online Travel Agents;
Overseas Shareholders	Offeree Shareholders (or nominees of, or custodians or trustees for Offeree Shareholders) not resident in, or nationals or citizens of the United Kingdom;
Panel	the Panel on Takeovers and Mergers;
parent undertaking	has the meaning given to it by section 1162 of the Companies Act;
participant ID	the identification code or membership number used in CREST to identify a particular CREST member or other CREST participant;
PRA	the Prudential Regulation Authority in the UK;
Receiving Agent	Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA;
Regulation	Council Regulation (EC) 139/2004;
Regulatory Information Service	any of the services set out in Appendix 3 to the Listing Rules of the FCA;
Restricted ESA Instruction	has the meaning given to it in paragraph 5.7 of Part B of Appendix I to this document;
Restricted Escrow Transfer	has the meaning given to it in paragraph 5.7 of Part B of Appendix I to this document;
Restricted Jurisdiction	any jurisdiction where extension or acceptance of the Final Offer would violate the law of that jurisdiction;
SDRT	UK stamp duty reserve tax;
SEC	the United States Securities and Exchange Commission;
SFRS(I)	the Singapore Financial Reporting Standards (International) published by the Accounting Standards Council of Singapore;
SGX	the Singapore Exchange and Securities Trading Limited;

Shareholder Letter	has the meaning given to it in paragraph 5 of Part I of this document;
Sharesave Plans	the 2016 Sharesave Plan and the 2006 Sharesave Plan;
Significant Interest	in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking;
Termination Deed	the deed of termination entered into between the Offeree and CDL on 7 June 2019 to terminate the Cooperation Agreement;
TFE instruction	a Transfer from Escrow instruction (as defined by the CREST Manual);
Third Party	each of a central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body, employee representative body or any other body or person whatsoever in any jurisdiction;
TTE instruction	a Cash Offer TTE instruction or other Transfer to Escrow instruction (as defined by the CREST Manual);
UK Corporate Governance Code	the UK Corporate Governance Code published by the Financial Reporting Council dated July 2018, as amended from time to time;
UK Plan	the pension plan operated by the Offeree in the UK named the 'M&C Pension Plan';
uncertificated or in uncertificated form	a share or other security, title to which is recorded in the relevant register of the Offeree as being held in uncertificated form in CREST, and title to which, by virtue of the Uncertificated Securities Regulations, may be transferred by means of CREST;
Uncertificated Securities Regulations	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755);
United Kingdom or UK	the United Kingdom of Great Britain and Northern Ireland;
United States or US	the United States of America, its territories and possessions, and any state of the United States of America and the District of Columbia;
VAT	value added tax as provided for in the Sixth Directive of the European Community, as charged in by the provisions of the Value Added Tax Act 1994 or any tax of a similar nature;
Wider CDL Group	CDL and associated undertakings and any other body corporate, partnership, joint venture or person in which CDL and all such undertakings (aggregating their interests) have a Significant Interest; and
Wider Offeree Group	the Offeree and associated undertakings and any other body corporate, partnership, joint venture or person in which the Offeree and such undertakings (aggregating their interests) have a Significant Interest.

For the purposes of this document, “**subsidiary**”, “**subsidiary undertaking**”, “**undertaking**” and “**associated undertaking**” have the respective meanings given thereto by the Companies Act.

All references to “**GBP**”, “**pounds**”, “**pounds Sterling**”, “**£**”, “**pence**” and “**p**” are to the lawful currency of the United Kingdom.

All references to “**S\$**”, “**SGD**” and “**Singapore Dollars**” are to the lawful currency of the Republic of Singapore.

All references to “**Euros**” are to the lawful currency of the member states of the European Union that adopt a single currency in accordance with the Treaty establishing the European Community as amended by the Treaty on the European Union.

All references to “**USD**” are to the lawful currency of the United States.

All references to “**New Zealand Dollars**” and “**NZD**” are to the lawful currency of New Zealand.

All the times referred to in this document are London times unless otherwise stated.

References to the singular include the plural and vice versa.

