

4 December 2024

**THE STRAITS TRADING COMPANY LIMITED**

and

**MEGA BIDCO**

**DEED OF IRREVOCABLE UNDERTAKING**

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**THIS DEED OF IRREVOCABLE UNDERTAKING** is dated 4 December 2024 and made:

**BETWEEN:**

- (1) **The Straits Trading Company Limited**, a company incorporated in Singapore with limited liability, whose registered office is at 1 Wallich Street, #15-01, Guoco Tower, Singapore 078881 (the “**Obligor**”); and
- (2) **MEGA BidCo**, a company incorporated in the Cayman Islands with limited liability, whose registered office is at Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the “**Offeror**”),

(the Offeror and the Obligor, together, the “**Parties**” and each a “**Party**”).

**WHEREAS:**

- (A) ESR Group Limited (the “**Company**”) is a company incorporated in the Cayman Islands with limited liability whose issued shares are currently listed on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) (stock code: 1821) with its registered office at Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands and as at the date hereof, the issued share capital of the Company is 4,245,428,349 Shares.
- (B) The Relevant Affiliates are beneficially interested in the Offeree Shares.
- (C) Upon the terms contained in this Undertaking, the Obligor agrees to irrevocably undertake to procure the exercise of all voting rights attached to all of the Committed Shares: (i) to vote in favour of the Scheme at the Court Meeting; (ii) to vote in favour of the resolutions at the EGM to approve and give effect to the Proposal; and (iii) to elect for or procure the election of the Cash Alternative as the cancellation consideration in respect of the Committed Shares, in accordance with the terms and conditions set out in the Scheme Document.

**NOW IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

- 1.1 In this Undertaking, the following terms shall have the following meanings:

“**Affiliate**” means:

- (a) in relation to an individual, that individual’s close relatives (being any spouse, child (including adopted child and step-child), parent or sibling of that individual), any person Controlling, Controlled by or under common Control with such individual and/or such individual’s close relatives (acting singly or together) and any trust of which any such person is the settlor and/or a beneficiary; or
- (b) in relation to any other person, any person, Controlling, Controlled by or under common Control with such particular person,

provided that an Affiliate of the Offeror shall include each of the Consortium Members and the Affiliates of such Consortium Member;

“**Announcement**” means the announcement to be jointly published by the Offeror and the Company pursuant to Rule 3.5 of the Takeovers Code in respect of the Proposal, the final form of which is set out in the Annexure to this Undertaking;

**“Applicable Laws”** means, with respect to any person, any laws, rules, regulations, guidelines, directives, treaties, judgments, decrees, orders or notices of any Governmental Authority that is applicable to such person;

**“Cash Alternative”** means the cash consideration alternative under the Proposal, being the cancellation price of HK\$13.00 for every Scheme Share;

**“CCASS Participant”** means a person admitted for the time being by HKSCC as a participant of CCASS;

**“Committed Shares”** means the balance of the Offeree Shares after excluding the Uncommitted Shares;

**“Consortium Members”** means members of the consortium formed by: (i) SOF-12 Sequoia Investco Ltd, Starwood Electron Co-Invest L.P., SSW CEI (CN), L.P., SSW (ESR) SPV, L.P., Sherbourne Holdings, LLC, Alexandrite Athena GroupCo Ltd and Alexandrite Gem Holdings Limited WP Andesine Holding Ltd, (ii) WP Ekanite Gem Ltd and (iii) WP Nepheline Ltd, Mr. Jinchu Shen, Mr. Stuart Gibson and Mr. Charles Alexander Portes, Qatar Holding LLC, and their respective controlled entities;

**“Control”** means with respect to any person:

- (a) the right or power, directly or indirectly, to direct or cause the direction of the management and policies of such person (whether through ownership of voting shares or partnership or other ownership interests, by contract or otherwise);
- (b) the ability, directly or indirectly, to exercise more than 50% of the votes at any general meeting (or equivalent) of such person; or
- (c) the ability to appoint or remove more than 50% of the members to the board of directors (or any equivalent governing body) of such person,

and the terms **“Controlled”** and **“Controlling”** shall have correlative meanings;

**“Court Hearing”** means the court hearing of the Grand Court of the Cayman Islands (including any of its adjournments or postponements) to hear the petition to sanction the Scheme;

**“Court Meeting”** means a meeting of the Scheme Shareholders to be convened at the direction of the Grand Court of the Cayman Islands at which the Scheme (with or without modification) will be voted upon, or any adjournment thereof;

**“Despatch Date”** means the date of despatch of the Scheme Document;

**“Effective Date”** means the date on which the Scheme becomes effective in accordance with the Companies Act (2023 Revision) of the Cayman Islands, as consolidated and revised from time to time;

**“Encumbrance”** means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third-party right or interest, other encumbrance or security interest of any kind, or another type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect;

**“Executive”** means the Executive Director of the Corporate Finance Division of the SFC or any delegate for the time being of the Executive Director;

**“Governmental Authority”** means any government of any national or any federation, province or state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of any country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organisation;

**“HKIAC”** has the meaning given to it in Clause 17.2;

**“HKSCC”** means Hong Kong Securities Clearing Company Limited;

**“Latest Practicable Date”** means the latest practicable date for ascertaining information contained in the Scheme Document;

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

**“Maintenance of Capital”** means the contemporaneous maintenance of the issued share capital of the Company at the amount prior to the cancellation of the Scheme Shares by applying the reserve created as a result of the cancellation of the Scheme Shares to pay up in full at par such number of new Shares as is equal to the number of Scheme Shares cancelled as a result of the Scheme for issuance to the Offeror;

**“Notice”** means a notice to be given pursuant to the terms of this Undertaking, and shall be construed in accordance with Clause 8;

**“Offeree Shares”** means: (i) the 212,797,004 Shares which the Relevant Affiliates collectively own as at the date hereof; and (ii) any other Shares attributable to or derived from the Shares referred to in (i) (including, without limitation, any scrip dividend);

**“Proposal”** means the proposed privatisation of the Company by the Offeror by way of the Scheme, the implementation of the offers to be made by or on behalf of the Offeror for the cancellation of all outstanding options of the Company, the implementation of the proposal to be made by or on behalf of the Offeror for the cancellation of all outstanding awards of performance share units and restricted share units of the Company, and the withdrawal of the listing of the shares of the Company from the Stock Exchange;

**“Record Dates”** means the record dates for determining entitlements to attend and vote at the Court Meeting and the EGM, and the record date for determining entitlements of the Scheme Shareholders under the Scheme;

**“Relevant Affiliates”** means the four Affiliates of the Obligor set out in Schedule 1 hereto which beneficially own the relevant number of Offeree Shares as set out next to its name in Schedule 1 hereto;

**“Rules”** has the meaning given to it in Clause 17.2;

**“Scheme Document”** means the scheme of arrangement under section 86 of the Companies Act (2023 Revision) of the Cayman Islands, for the implementation of the Proposal, involving the cancellation of all the Scheme Shares, with or subject to any modification, addition or condition approved or imposed by the Grand Court of the Cayman Islands or agreed by the Company and the Offeror, and the maintenance of the issued share capital of the Company at the amount immediately before the cancellation of the Scheme Shares;

**“Scheme Shareholder(s)”** means the registered holder(s) of the Scheme Share(s) as at the Record Date;

“**SFC**” means the Securities and Futures Commission of Hong Kong;

“**Takeovers Code**” means the Hong Kong Code on Takeovers and Mergers;

“**Uncommitted Shares**” means 10,000,000 Shares out of the Offeree Shares; and

“**Undertaking**” means this Undertaking as amended or varied from time to time.

- 1.2 Any capitalised terms not defined in this Undertaking shall have the meaning ascribed to those terms in the Announcement.
- 1.3 The expressions the “Obligor” and the “Offeror” shall, where the context permits, include their respective successors and permitted assigns. For the avoidance of doubt, in the event of a merger of any of the Parties, the surviving entity of such Party shall be deemed to be the successor of such Party.
- 1.4 The *ejusdem generis* principle of construction shall not apply to this Undertaking. Any phrase introduced by the terms “other”, “including”, “include” and “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words following or preceding those terms.
- 1.5 In this Undertaking, references to:
  - (a) being “**interested in**” or having “**interests in**” shares or securities shall be interpreted in accordance with the SFO;
  - (b) “**dealing**” and “**offer period**” shall be interpreted in accordance with the Takeovers Code; and
  - (c) the “**Scheme**” shall include any new, increased, renewed or revised offer made by or on behalf of the Offeror (or if by way of a scheme of arrangement, imposed by the Court), howsoever to be implemented.

## **2. REPRESENTATIONS AND WARRANTIES**

- 2.1 The Obligor hereby represents and warrants to the Offeror as at the date of this Undertaking, on the Latest Practicable Date, on the Despatch Date, on each of the Record Dates and on the Effective Date by reference to the facts and circumstances existing at such date (except as specified below) that:
  - (a) the Relevant Affiliates are the beneficial owners of the Offeree Shares which they respectively own as at the date of this Undertaking and will be the beneficial owners of at least the Committed Shares as at the Record Dates;
  - (b) the Committed Shares are free and clear of any Encumbrance, except certain share charge over the 103,217,382 Shares own by Straits Phoenix Pte Ltd (but which does not affect the Obligor’s performance of its obligations under this Undertaking);
  - (c) it has the ability to procure the Relevant Affiliates to comply with its obligations under this Undertaking;
  - (d) it is legally incorporated under the laws of its place of incorporation, validly existing and in good standing;
  - (e) it has full power, authority and capacity and has taken all actions necessary (including obtained or satisfied all corporate, regulatory and other approvals) to execute and

deliver this Undertaking, to exercise its rights and perform its obligations under this Undertaking and any other documents to be executed by it pursuant to or in connection with the Scheme, to exercise or procure the exercise of all voting rights attached to the Committed Shares, and otherwise take all necessary actions in respect of the Committed Shares to approve the Scheme and any related matters in connection with the Scheme, in each case in accordance with the terms of each relevant document;

- (f) its obligations under this Undertaking and each document to be executed on or before the Effective Date pursuant to this Undertaking will constitute, or when the relevant document is executed, constitutes, valid, legal and binding obligations of the Obligor, enforceable against the Obligor in accordance with their respective terms; and
- (g) neither the execution and delivery nor performance of this Undertaking (or a document to be executed on or before the Effective Date pursuant to this Undertaking), nor the making and completion of the Scheme, will result in or amount to a violation or breach by the Obligor of any Applicable Law, or constitute a breach by the Obligor of any organizational documents.

2.2 The Offeror hereby represents and warrants to the Obligor as at the date of this Undertaking, on the Latest Practicable Date, on the Despatch Date, on each of the Record Dates and on the Effective Date by reference to the facts and circumstances existing at such date that:

- (a) it is legally incorporated under the laws of its place of incorporation, validly existing and in good standing;
- (b) it has full power, authority and capacity and has taken all actions necessary (including obtained or satisfied all corporate, regulatory and other approvals) to execute and deliver this Undertaking, to exercise its rights and perform its obligations under this Undertaking and any other documents to be executed by it pursuant to or in connection with the Scheme, and otherwise take all necessary actions in respect of its Shares to approve the Scheme and any related matters in connection with the Scheme, in each case in accordance with the terms of each relevant document;
- (c) its obligations under this Undertaking and each document to be executed on or before the Effective Date pursuant to this Undertaking will constitute, or when the relevant document is executed, constitutes, valid, legal and binding obligations of the Obligor, enforceable against the Obligor in accordance with their respective terms; and
- (d) neither the execution and delivery nor performance of this Undertaking (or a document to be executed on or before the Effective Date pursuant to this Undertaking), nor the making and completion of the Scheme, will result in or amount to a violation or breach by the Offeror of any Applicable Law, or constitute a breach by the Offeror of any organizational documents.

### **3. UNDERTAKINGS**

#### **Voting**

3.1 The Obligor irrevocably undertakes to procure the Relevant Affiliates, and their respective broker, custodian, agent or CCASS Participant (as the case may be), to exercise all of the voting rights attached to all of the Committed Shares only in accordance with this Undertaking, to vote:

- (a) in favour of the Scheme and any matters in connection with the Scheme at the Court Meeting;

- (b) in favour of the resolutions at the EGM to give effect to the Scheme (including but not limited to the Maintenance of Capital); and
- (c) in favour of any resolutions at the Court Meeting, the EGM and any general, class or other meeting of the shareholders of the Company in such a way which will facilitate or assist the implementation of the Proposal and the Scheme.

### **Dealings**

- 3.2 The Obligor irrevocably undertakes that it shall procure that none of the Relevant Affiliates shall, on or before the Effective Date, and other than in connection with the Scheme or pursuant to Clause 3.4, directly or indirectly, sell, transfer or otherwise dispose of (or permit any such action to occur in respect of) all or any of the Committed Shares.
- 3.3 For the avoidance of doubt, the Obligor and the Relevant Affiliates shall be free to sell, transfer or otherwise dispose of (or permit any such action to occur in respect of) all or any of the Uncommitted Shares.

### **Electing the Cash Alternative**

- 3.4 The Obligor irrevocably undertakes to the Offeror to procure each of the Relevant Affiliates to elect for or procure the election of the Cash Alternative as the cancellation consideration of all of the Committed Shares under the Scheme.

### **Scheme**

- 3.5 The Offeror undertakes to:
  - (a) publish the Announcement (without any amendments, other than any corrections of minor typographical errors, unless the prior consent of the Obligor has been obtained) through the Stock Exchange's HKEx website as soon as practicable, but in any event no later than 8:30 a.m. in the next business day after the date of this Undertaking; and
  - (b) comply with the Proposal and the Scheme substantially on the terms and conditions set out in the Announcement (including procuring the rollover of certain Shares held by Consortium Members and Affiliates of such Consortium Members as set out in the Announcement).

## **4. CONSENTS**

- 4.1 The Obligor agrees to:
  - (a) the issue of the Announcement, the Scheme Document and any other necessary document(s) in connection with the Proposal with the references to it and/or the Relevant Affiliates, subject to any amendments as may be required by any relevant Governmental Authority, the Stock Exchange, the Executive, or as may otherwise be agreed between the Offeror and the Company (provided that the form of such references has first been approved by the Obligor, such approval not to be unreasonably withheld or delayed);
  - (b) details of this Undertaking being set out in the Announcement, the Scheme Document and any other announcement in respect of the Proposal, or disclosed to the Court, the Executive and/or the Stock Exchange;
  - (c) this Undertaking being available for inspection during the offer period as required by Rule 8 of the Takeovers Code or the Listing Rules; and



- (d) promptly provide all information and assistance as the Offeror may reasonably request:
  - (i) in order to comply with the requirements of the Takeovers Code, the Listing Rules, all Applicable Laws and any other Governmental Authority in relation to the Proposal to which the Offeror is subject; and
  - (ii) for the purposes of preparing the Announcement, the Scheme Document and any other necessary document(s) in connection with the Proposal.

## 5. INSIDE INFORMATION

- 5.1 Subject to the requirements of the SFC, the Stock Exchange, the Takeovers Code, the Listing Rules and Applicable Laws, the Obligor acknowledges that until the Announcement is released, the fact that the Proposal is under consideration, and the terms of the Proposal, constitute inside information in respect of the Company and must be treated in the strictest confidence by the Obligor and its Affiliates, a breach of which, or any dealing in securities of the Company, could constitute a civil and/or criminal offence under the insider dealing and/or market abuse provisions of the SFO and liable to sanction by the courts of Hong Kong.

## 6. TERMINATION

- 6.1 This Undertaking shall take effect immediately upon the date of this Undertaking.
- 6.2 This Undertaking shall terminate immediately:
  - (a) if the Announcement is not published by the Offeror through the Stock Exchange's HKEx website before 8:30 a.m. (Hong Kong time) in the next business day after the date of this Undertaking;
  - (b) if an announcement (the "**Competing Announcement**") of any form of offer which is regulated by the Takeovers Code (containing an offer per Share for a cash value which is higher than the Cash Alternative) has been published by another offeror (pursuant to Rule 3.5 of the Takeovers Code, including a pre-conditional offer with a confirmation of the offeror's sufficiency of financial resources) through the Stock Exchange's HKEx website and the Offeror has not announced (through the Stock Exchange's HKEx website) an increase of the Cash Alternative for a cancellation price for every Scheme Share under the Proposal which is higher than the other offer within 7 days of the date of the Competing Announcement;
  - (c) if another person interested in Shares has entered into an undertaking on more favourable terms than this Undertaking, unless such more favourable terms have been:
    - (i) disclosed in the Announcement; or
    - (ii) offered to the Obligor for acceptance to amend this Undertaking with at least 7 days to consider, and provided that any election by any Shareholder of any Share Alternative shall not be considered or deemed to be more favourable terms for such purposes;
  - (d) if any of the conditions of the Proposal have not been satisfied or waived by the actual date of the Conditions Long Stop Date as stated in the Announcement (and no change may be made to that date unless the prior consent of the Obligor has been obtained);
  - (e) if the Scheme is not approved at the Court Meeting;
  - (f) if the Maintenance of Capital is not approved at the EGM;
  - (g) if, at the Court Hearing, the Court does not sanction the Scheme;
  - (h) the Scheme lapses or is withdrawn; or

- (i) by mutual agreement of the Obligor and the Offeror,

whichever is the earliest.

6.3 In the event of the termination of this Undertaking in accordance with its terms, this Undertaking shall terminate in all respects with immediate effect, and no Party shall have any claim under this Undertaking against any other Party, save that:

- (a) the provisions of Clauses 1 and 7 to 17 shall continue to apply in full force and effect thereafter; and
- (b) such termination shall be without prejudice to a Party's accrued rights and remedies, obligations and liabilities under this Undertaking as at the date of such termination.

## **7. CONFIDENTIAL INFORMATION**

7.1 Subject to the disclosures to be made in relation to the Proposal as set out in Clause 4, the Obligor and the Offeror undertake to each other to keep confidential matters referred to in this Undertaking and all information they have acquired about each other and agree to use the information only for the purposes contemplated by the Proposal, save that each Party may disclose information that it is otherwise required to keep confidential:

- (a) to its parent company and/or other Affiliates and its and their respective directors, officers, professional advisers or financiers as are reasonably necessary to advise on this Undertaking or to facilitate the Proposal, provided that the disclosing Party shall procure that the persons to whom the information is disclosed keep it confidential as it they were a party to this Undertaking;
- (b) to the extent that the disclosure is required by Applicable Law, by a Governmental Authority to which the disclosing Party is subject, to make any filing with, or obtain any authorisation from any Governmental Authority, or to protect such Party's interest in any legal proceedings related to or arising out of this Undertaking, provided that, if and as soon as reasonably practicable and to the extent legally permissible and without compromising any privileges, give notice to the other Party of the disclosure before making it;
- (c) to the extent that the information has come into the public domain through no fault of such Party;
- (d) to the Company and its Affiliates and its and their respective directors, officers and professional advisers; or
- (e) with the other Party's written consent.

## **8. NOTICES**

8.1 A Notice under or in connection with this Undertaking shall be:

- (a) in writing and in English; and
- (b) delivered personally or by courier, or sent by email at the address or email addresses referred to in Clause 8.2.

8.2 For the purposes of this Clause 8, a Notice shall be sent to the address or email addresses and for the attention of those persons set out below:

(a) in the case of the Obligor:

Address: 1 Wallich Street, #15-01, Guoco Tower, Singapore 078881  
Email: [gekkhimchew@stc.com.sg](mailto:gekkhimchew@stc.com.sg)  
Attention: Chew Gek Khim  
with a copy to:

Simpson Thacher & Bartlett  
Address: ICBC Tower, 35th Floor, 3 Garden Road, Central, Hong Kong  
Email: [david.yun@stblaw.com](mailto:david.yun@stblaw.com)  
Attention: David Yun

(b) in the case of the Offeror:

Address: c/o Conyers Trust Company (Cayman) Limited, Cricket Square,  
Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman  
Islands  
Attention: The Directors

or to such other address or email addresses as the relevant Party may have notified to the other by not less than seven days' written notice to the other Party before the Notice was despatched.

8.3 Unless there is evidence that it was received earlier, a Notice is deemed given if:

- (a) delivered personally, when left at the address referred to in Clause 8.2;
- (b) sent by courier, on the day of delivery to the address referred to in Clause 8.2; or
- (c) sent by email, at the time and on the date recorded on the face of the email as having been sent, provided no delivery failure or equivalent notification has been received by the sender.

## **9. ASSIGNMENT**

This Undertaking is personal to the Parties to it. None of the Parties shall assign, transfer, declare a trust of the benefit of or in any other way alienate any of its rights under this Undertaking whether in whole or in part.

## **10. COSTS**

The costs of the Offeror and the Obligor in relation to the negotiation, preparation, execution and performance by them of this Undertaking will be borne by themselves, respectively.

## **11. ENTIRE AGREEMENT**

This Undertaking constitutes the entire agreement and supersedes any previous agreements (if any) between the Parties relating to the subject matter of this Undertaking.

## **12. VARIATION**

A variation of this Undertaking is only valid if it is in writing and signed by or on behalf of each Party.

### **13. FURTHER ASSURANCE**

Each Party agrees to take all such action or procure that all such action is taken as is reasonable in order to implement the terms of this Undertaking or any transaction, matter or thing contemplated by this Undertaking.

### **14. FAILURE OR DELAY IN EXERCISE OF RIGHTS**

The failure to exercise or delay in exercising a right or remedy provided by this Undertaking or by law does not impair or constitute a waiver of the right or remedy or an impairment or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Undertaking or by law prevents any further exercise of the right or remedy or the exercise of another right or remedy.

### **15. SEVERABILITY**

If at any time any provision of this Undertaking is or becomes illegal, invalid or unenforceable under the laws of any jurisdiction, that shall not affect: (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Undertaking; or (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or another provision of this Undertaking.

### **16. COUNTERPARTS**

This Undertaking may be executed and delivered (including by electronic transmission via scanned PDF) in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same instrument.

### **17. GOVERNING LAW AND JURISDICTION**

- 17.1 This Undertaking is governed by and construed in accordance with the laws of Hong Kong for the time being in force.
- 17.2 Any dispute, controversy, claim or difference of whatever nature arising out of or relating to this Undertaking (including a dispute regarding its validity, invalidity, existence, interpretation, performance, breach or termination of this Undertaking or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Undertaking) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted in accordance with such Rules.
- 17.3 The arbitration tribunal shall consist of three arbitrators to be appointed in accordance with the Rules. The seat, or legal place, of arbitration shall be Hong Kong. The language of the arbitration proceedings shall be English.
- 17.4 Any award of the HKIAC shall be made in writing and shall be final and binding on the parties from the day it is made. The Parties undertake to carry out any award without delay.
- 17.5 The governing law of this arbitration clause shall be Hong Kong law.
- 17.6 By agreeing to arbitration, the Parties do not intend to deprive any court of competent jurisdiction of its ability to issue any form of provisional remedy, including a preliminary injunction or attachment in aid of the arbitration, or order any interim or conservatory measure. A request for such provisional remedy or interim or conservatory measure by a Party to a court shall not be deemed a waiver of this agreement to arbitrate.

## Schedule 1

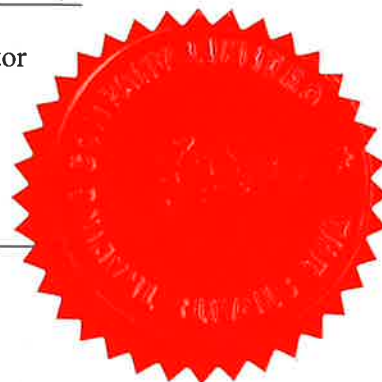
### Relevant Affiliates and Offeree Shares

Relevant Affiliate	Address and place of incorporation	Number of Offeree Shares
Tecity Asset Management Pte. Ltd.	1 Wallich Street, #15-01, Guoco Tower, Singapore 078881 (Singapore)	40,793,234
The Cairns Pte. Ltd.,	1 Wallich Street, #15-01, Guoco Tower, Singapore 078881 (Singapore)	2,875,350
Straits Equities Holdings (One) Pte. Ltd.	1 Wallich Street, #15-01, Guoco Tower, Singapore 078881 (Singapore)	65,911,038
Straits Phoenix Pte. Ltd.	1 Wallich Street, #15-01, Guoco Tower, Singapore 078881 (Singapore)	103,217,382
<b>Total:</b>		<b>212,797,004</b>

**THE COMMON SEAL of  
THE STRAITS TRADING  
COMPANY LIMITED**  
was affixed hereto in the presence of:

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Name: Chew Gek Hiang  
Title: Director



IN WITNESS WHEREOF this document has been executed as a **DEED** and **DELIVERED** on the date inserted on the first page of this **DEED**.

**EXECUTED, SEALED** and  
**DELIVERED** as a **DEED**  
for and on behalf of  
**MEGA BIDCO**  
in the presence of:

)  
)  
)  
)  
)



A handwritten signature in black ink, appearing to be 'Thomas Tolley', is written over a horizontal line. To the right of the signature is a circular stamp containing the text 'L.S.'.

Name: **Thomas Tolley**

Title: **Director**



A handwritten signature in black ink, appearing to be 'Hao Ni', is written over a horizontal line.

Signature of witness

Hao Ni

Name of witness

Lawyer

Occupation

26th Floor, Gloucester Tower, The Landmark, Address of witness

15 Queen's Road Central, Hong Kong

## **Annexure**

### **Final Form of the Announcement**