

CIRCULAR DATED 29 MARCH 2023

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately. If you have sold or transferred all your shares in APAC Realty Limited, please forward this Circular and the enclosed Notice of Annual General Meeting and Proxy Form to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward delivery to the purchaser or transferee.

The Singapore Exchange Securities Trading Limited assumes no responsibility for the accuracy of any statements made, opinions expressed or reports contained in this Circular.



APAC REALTY LIMITED

(Registered in the Republic of Singapore)
(Company Registration No: 201319080C)

CIRCULAR TO SHAREHOLDERS

in relation to

PROPOSED ADOPTION OF PERFORMANCE SHARE PLAN 2023

IMPORTANT DATES AND TIMES:

Last date and time for lodgement of Proxy Form	:	17 April 2023 at 10.00 a.m.
Date and time of Annual General Meeting	:	20 April 2023 at 10.00 a.m.
Place of Annual General Meeting	:	450 Lorong 6 Toa Payoh, ERA APAC Centre, Singapore 319394

CONTENTS

	Page
NOTICE TO SHAREHOLDERS	3
DEFINITIONS	4
LETTER TO SHAREHOLDERS	
1. INTRODUCTION	6
2. PROPOSED ADOPTION OF PERFORMANCE SHARE PLAN	6
3. INFORMATION ON AGM	11
4. DIRECTORS' RECOMMENDATIONS	11
5. VOTING RESTRICTIONS	12
6. ACTION TO BE TAKEN BY SHAREHOLDERS	12
7. DIRECTORS' RESPONSIBILITY STATEMENT	12
8. ADDITIONAL INFORMATION	13
APPENDICES	
Appendix 1 – Additional Information	14
Appendix 2 – PSP Rules	16

NOTICE TO SHAREHOLDERS

Forward-looking Statements. This Circular may contain forward-looking statements that involve risks and uncertainties. Actual future performance, outcomes and results may differ materially from those expressed in forward-looking statements as a result of a number of known and unknown risks, uncertainties and assumptions. Representative examples of these factors include (without limitation) general industry and economic conditions, interest rate trends, cost of capital and capital availability, competition from similar developments and governmental and public policy changes. You should not place undue reliance on these forward-looking statements, which are based on the Company's current view of future events. Investors should read the whole of this Circular for details of the forecasts and projections, consider the assumptions used and make their own assessment of the future performance of the Group.

Disclaimers. Nothing in this Circular constitutes, or shall be construed as, legal, business, financial or tax advice. Shareholders should consult their own professional advisers as to the legal, business, financial, tax and related aspects of an investment in the Shares. Shareholders should consult their stockbroker, bank manager, solicitor, accountant or other professional adviser immediately if they are in any doubt as to the action they should take.

DEFINITIONS

In this Circular, the following definitions apply throughout unless otherwise stated:

- “Agency Leaders”** : Agency leaders such as Senior Director of Agency, Chief Agency Director, Emeritus Agency Group Division Director and Executive Director of Agency.
- “AGM”** : The annual general meeting of the Company to be held on 20 April 2023.
- “Announcement”** : The announcement issued by the Company on 16 January 2023 that it intends to implement a performance share plan.
- “Awards”** : Awards of Shares pursuant to the PSP.
- “Board”** : The board of Directors from time to time.
- “CDP”** : The Central Depository (Pte) Limited.
- “Committee”** : The Remuneration Committee of the Board, whose members as at the Latest Practicable Date are Tan Bong Lin, Wong Hin Sun, Eugene and Tan Poh Hong.
- “Companies Act”** : Companies Act 1967 of Singapore.
- “Company”** : APAC Realty Limited, a company incorporated in Singapore and listed on the SGX-ST.
- “Constitution”** : The constitution of the Company, as amended from time to time.
- “Directors”** : The directors of the Company from time to time.
- “Group”** : The Company and its subsidiaries from time to time.
- “Latest Practicable Date”** : 17 March 2023, the latest practicable date prior to the printing of this Circular.
- “Listing Manual”** : The Listing Manual of the SGX-ST.
- “Management”** : CEO, Deputy CEO, Chief Operating Officer, Key Executive Officer, Chief Agency Officer, Chief Financial Officer, Chief Marketing Officer, Chief Technology Officer and Human Resource Director (and such other persons as the Committee may, in its discretion, determine).
- “MAS”** : Monetary Authority of Singapore.
- “NTA”** : Net tangible asset value, being total tangible assets less total liabilities.
- “Participants”** : Persons eligible to participate in the Plan, as more particularly set out in **paragraph 2.2**.
- “Proxy Form”** : Proxy form issued to Shareholders.
- “PSP” or “Plan”** : The APAC Realty Limited Performance Share Plan 2023, as modified from time to time.

“Record Date”	: The date fixed by the Company for the purposes of determining entitlements to dividends or other distributions to, or rights of, holders of Shares.
“Resolution”	: The ordinary resolution of the Shareholders to approve the adoption of the PSP.
“SFA”	: Securities and Futures Act 2001 of Singapore.
“SFRS(I) 2”	: Singapore Financial Reporting Standards (International) 2, “Share-Based Payment”.
“SGX-ST	: Singapore Exchange Securities Trading Limited.
“Shareholders”	: Registered holders of Shares in the Register of Members of the Company from time to time, except that where the registered holder is CDP, the term “Shareholders” shall, where the context admits, mean the persons named as Depositors in the Depository Register maintained by CDP and in whose securities accounts Shares are credited from time to time.
“Shares”	: Ordinary shares in the capital of the Company.
“Share Registrar”	: Boardroom Corporate & Advisory Services Pte. Ltd.
“Vesting”	: In relation to Shares which are the subject of an Award, the entitlement to all or some of the Shares which are the subject of an Award and “Vest” and “Vested” shall be construed accordingly.
“Vesting Date”	: In relation to Shares which are the subject of an Award, the date (as determined by the Committee and notified to the relevant Participant) on which those Shares have Vested.

Depositors, etc. The expressions “Depositor”, “Depository Agent” and “Depository Register” shall have the meanings ascribed to them, respectively, in the Securities and Futures Act 2001 of Singapore.

Genders, etc. Words importing the singular shall, where applicable, include the plural and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall include corporations.

Time. Any reference to a time of day in this Circular shall be a reference to Singapore time, unless otherwise specified.

Rounding. Any discrepancies in the tables in this Circular between the listed amounts and the totals thereof are due to rounding.

Statutes. Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under any statute or any statutory modification thereof and used in this Circular shall, where applicable, have the meaning ascribed to that word under that statute or that statutory modification, as the case may be.

Shares outstanding. Any reference in this Circular to outstanding Shares is a reference to the Shares in issue, excluding treasury shares. Shareholding percentages are calculated based on 355,197,700 outstanding Shares as at the Latest Practicable Date.



APAC REALTY LIMITED

(Registered in the Republic of Singapore)
(Company Registration No: 201319080C)

Board of Directors:

Mr Chua Khee Hak (Jack) (*Executive Chairman*)
Mr Tan Bong Lin (*Lead Independent Director*)
Mr Wong Hin Sun, Eugene (*Non-Executive Independent Director*)
Ms Tan Poh Hong (*Non-Executive Independent Director*)
Mr Andrew Scobie Hawkyard (*Non-Executive Non-Independent Director*)

Registered Office:

450 Lorong 6 Toa Payoh
#03-01 ERA APAC Centre
Singapore 319394

29 March 2023

To: Shareholders of APAC Realty Limited

Dear Sir/Madam,

1. INTRODUCTION

- 1.1 PSP Announcement.** On 16 January 2023, the Company announced that it intends to implement a performance share plan, pursuant to which selected members of Management, Agency Leaders and executive Directors of the Group will be eligible to be awarded Shares, subject to certain terms and conditions set out in the PSP.
- 1.2 AGM.** The Directors propose to seek the approval of Shareholders for the Resolution approving the adoption of the PSP, which Resolution will be one of the resolutions to be tabled at the AGM to be held on 20 April 2023.
- 1.3 Circular.** The purpose of this Circular is to provide Shareholders with information relating to the PSP.

2. PROPOSED ADOPTION OF PERFORMANCE SHARE PLAN

- 2.1 Rationale.** The PSP will be in addition to existing bonus and incentive schemes of the Group and is proposed on the basis that it is important to recognise, reward and retain Participants, whose contributions are essential to the well-being and prosperity of the Group and who have contributed to the growth of the Group. The PSP will give Participants an opportunity to have an equity interest in the Company and will help to achieve the following positive objectives:
- (a) to optimise each Participant's individual performance;
 - (b) to instil a stronger sense of unity, loyalty and identification in Participants to the Group, both individually and collectively; and
 - (c) to strengthen the Group's competitiveness in attracting and retaining potential Management, Agency Leaders, real estate agents and executive Directors, especially those who have the requisite knowledge, technical skills and experience and who will contribute to the development and growth of the Group.

Subject to obtaining shareholder approval at the AGM, the Board intends to grant Awards to Participants for their contributions and continuing contribution and involvement in the success and development of the Group.

- 2.2 Eligibility of Participants.** The executive Directors, Management and Agency Leaders of the Group, who, in the opinion of the Committee, have contributed or will contribute to the success

of the Group and who have each attained the age of 21 years, are eligible to participate in the PSP at the absolute discretion of the Committee:

The Controlling Shareholders of the Company and their Associates (each as defined in the Listing Manual), and the directors, management and agents of the associated companies of the Group, are not eligible to participate in the Plan.

2.3 SGX-ST Approval. Under Rule 844 of the Listing Manual, participation in a share-based incentive scheme is restricted to directors and “employees” of a listed issuer and its subsidiaries. As Agency Leaders are not “employees” of the Group, on 16 January 2023, the Company announced that the Company had sought and obtained a waiver from SGX-ST for Agency Leaders to be eligible under the PSP on the following basis:

- (a) the real estate brokerage business carried on by the Group is the principal and primary business of the Group and none of the employees of the Group perform the same role as the agents and Agency Leaders in the real estate brokerage business;
- (b) in the context of a real estate brokerage business as carried on by the Group, the agents eligible for awards under the Plan contribute substantially all of the Group’s revenues and therefore play a critical role in the success and development of the Group; and
- (c) insofar as agents are concerned, eligibility for participation in the Plan will be limited to Agency Leaders, all of whom are engaged on an exclusive agreement with the Group and act solely for the Group.

2.4 MAS Approval. In connection with the PSP, the Company has also obtained approval from the MAS for an exemption, pursuant to Section 273(5) of the SFA, from the requirement of having to issue a prospectus in relation to the offer by the Company of its Shares to Agency Leaders pursuant to the PSP.

The MAS exemption applies to an offer under the Plan:

- (a) which is made within six months of the date of the Announcement (i.e., by 16 July 2023);
- (b) which is accompanied by a written statement that such offer is made in reliance on the exemption; and
- (c) in connection with which no selling or promotional expenses have been paid or incurred other than those incurred for administrative or professional services, or by way of commission or fee for services, rendered by licensed or exempt broker dealers.

2.5 Rules of PSP. The following is a summary of the principal rules of the PSP, a copy of which is set out in **Appendix 2**:

2.5.1 Share awards. The Committee may grant Awards to Participants as the Committee may select, in its absolute discretion, at any time during the period when the PSP is in force.

Awards under the Plan will be in respect of the Shares only, and not in respect of any other class of shares in the Company. The number of Shares which are the subject of each Award to be granted to a Participant in accordance with the PSP shall be determined at the absolute discretion of the Committee, which shall take into account such criteria as it considers fit, including:

- (a) in the case of Management and Directors, his service grade, job performance, years of service and potential for future development and his contribution to the success and development of the Group; and
- (b) in the case of Agency Leaders, his level of seniority, the size of the team led by him, the amount of broker commission earned by the division and group under his leadership, his job performance, the number of years which he has been an agent and Agency Leader with the Group and the potential for future development and his contribution to the success and development of the Group.

An Award shall be personal to the Participant to whom it is granted and, prior to the allotment or transfer to the Participant of the Shares to which the Award relates, shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the prior approval of the Committee and other than to a Participant's personal representative on the death of that Participant.

2.5.2 Duration. The PSP shall be in force at the discretion of the Committee, subject to a maximum period of 10 years commencing on the date on which the Plan is adopted by the Company in general meeting.

2.5.3 Vesting. Generally, the Company expects that each Award granted under the PSP will Vest over a period of up to four years, subject to certain customary conditions being satisfied.

2.5.4 Retention period. Generally, in respect of each tranche of Vested Shares, the Company expects that such tranche may be sold over a period of up to three years, subject to certain customary conditions being satisfied. Such conditions may include compliance with covenants not to solicit agents of the Group after the Agency Leaders have terminated their agency contracts with the Group.

In general, each Award will vest in four equal annual tranches. Once a tranche is vested, the Shares comprised in that tranche may be sold over a period of three years. For example, an Award of 120 Shares is granted in 2023. This will vest in four equal tranches of 30 Shares in 2024, 2025, 2026 and 2027. Of the first tranche of 30 Shares which will vest in 2024, this may be sold over a period of three years in 2025, 2026 and 2027.

2.5.5 Adjustment events. If a variation in the ordinary share capital of the Company (whether by way of a bonus or rights issue, reduction, sub-division, consolidation or other analogous event) shall take place or if the Company shall make a capital distribution or a declaration of a special dividend (whether in cash or in specie), then the Committee may, in its absolute discretion, determine whether:

- (a) the value, class or number of Shares which are the subject of an Award to the extent not yet Vested; or
- (b) the value, class or number of Shares in respect of which future Awards may be granted under the Plan,

may be adjusted, altered or modified by the Committee, with a view to giving each Participant the same proportion of the equity capital of the Company as that to which he was previously contingently entitled and, in doing so, the Committee shall determine at its own discretion the manner in which such adjustment shall be made, all subject to the Companies Act, to approval of the Shareholders of the Company, or compliance with the rules of the Listing Manual or any stock exchange on which the Company is listed that apply at the time of the variation, including the rules that apply to a reorganisation of capital at that time.

The issue of securities as consideration for an acquisition or a private placement of securities, upon the exercise of any options or conversion of any loan stock or any other securities convertible into Shares or subscription rights of any warrants or the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST (or any other stock exchange on which the Shares are quoted or listed) during the period when a share purchase mandate granted by Shareholders of the Company (including any renewal of such mandate) is in force, shall not normally be regarded as a circumstance requiring adjustment.

Any adjustment (except in relation to a capitalisation issue) must be confirmed in writing by the auditor of the Company for the time being (acting only as an expert and not as an arbitrator) to be in its opinion, fair and reasonable and the adjustment must be made in such a way that a Participant will not receive a benefit that a Shareholder does not receive.

2.5.6 Size of PSP. Subject to the Companies Act and the Listing Manual, the Company will have the flexibility to grant Shares to Participants by way of an allotment and issuance of new Shares and/or the transfer of existing Shares (including, to the extent permitted by law, any shares held by the Company as treasury shares).

The total number of Shares which may be delivered pursuant to Awards granted under the PSP:

- (a) shall not exceed 15% of the total number of issued Shares of the Company (excluding treasury shares) as at the date preceding the date of grant. However, the present intention of the Company is not to award more than 6.8% of the total number of issued Shares of the Company (excluding treasury shares) as at the date preceding the date of grant, of which:
 - (i) the number of Shares which may be delivered to Management and Directors shall not exceed 4% of the total number of issued Shares of the Company (excluding treasury shares) as at the date preceding the date of grant; and
 - (ii) the number of Shares which may be delivered to Agency Leaders in the aggregate shall not exceed 4% of the total number of issued Shares of the Company (excluding treasury shares) as at the date preceding the date of grant; and
- (b) when added to the number of Shares issued or issuable under this Plan and all other share-based incentive schemes of the Company, shall not exceed 15% of the total number of issued Shares of the Company (excluding treasury shares) from time to time. However, the present intention of the Company is not to award more than 6.4% of the total number of issued Shares of the Company (excluding treasury shares) from time to time when added to the number of Shares issued or issuable under this Plan and all other share-based incentive schemes of the Company, of which:
 - (i) the number of Shares which may be delivered to Management and Directors shall not exceed 3.7% of the total number of issued Shares of the Company (excluding treasury shares) from time to time; and
 - (ii) the number of Shares which may be delivered to Agency Leaders in the aggregate, shall not exceed 3.7% of the total number of issued Shares of the Company (excluding treasury shares) from time to time.

2.5.7 Ranking of Shares. New Shares allotted and issued, and existing Shares procured by the Company for transfer on the Vesting of an Award shall:

- (a) be subject to all the provisions of the Constitution; and
- (b) rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which is on or after the relevant Vesting Date, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

2.6 Modifications or Alterations to PSP. The PSP may be modified and/or altered at any time and from time to time by resolution of the Committee, subject to compliance with the Listing Manual and the approval of such other regulatory authorities as may be necessary. However, no alteration shall be made to particular rules of the PSP as outlined in **Appendix 2** to the advantage of Participants without the prior approval of Shareholders in general meeting.

2.7 Disclosures in Annual Report. The Company will make such disclosures or appropriate negative statements (as applicable) in its annual report for so long as the PSP continues in

operation as from time to time required by the Listing Manual, including the following (where applicable):

- (a) the names of the members of the Committee administering the PSP;
- (b) in respect of:
 - (i) Directors; or
 - (ii) Participants (other than Directors) who have received Shares pursuant to the Vesting of Shares granted under the Plan which represent 5% or more of the total number of Shares available under the Plan,

the following information:

- (1) the name of the Participant;
 - (2) the aggregate number of Shares comprised in Awards granted during the financial year under review (including terms);
 - (3) the aggregate number of Shares comprised in Awards granted since commencement of the PSP to the end of the financial year under review;
 - (4) the aggregate number of Shares comprised in Awards Vested since commencement of the Plan to the end of the financial year under review; and
 - (5) the aggregate number of Shares comprised in Awards that are not Vested as at the end of the financial year under review;
- (c) the following information:
 - (i) names of and number and terms of Awards granted to each director or employee of the Company's parent company and its subsidiaries who receives 5% or more of the total number of Shares available to all employees and directors of the Company's parent company and the Company's subsidiaries during the financial year under review; and
 - (ii) the aggregate number of Shares granted to the employees and directors of the Company's parent company and its subsidiaries for the financial year under review, and since the commencement of the Plan to the end of the financial year under review.

2.8 Financial Effects of PSP. The financial effects of the PSP are as follows:

2.8.1 Cost of Awards. SFRS(I) 2, "Share-based Payment" is effective for the financial statements of the Company since the financial year beginning 1 January 2019.

Equity-settled share-based payments are measured at fair value of the equity instruments at the date of grant. The fair value determined at the grant date of the equity-settled share-based payments is expensed on a straight-line basis over the Vesting period, based on the Group's estimate of the number of equity instruments that will eventually Vest. At the end of each reporting period, the Group revises its estimate of the number of equity instruments expected to Vest. The impact of the revision of the original estimates, if any, is recognised in profit or loss such that the cumulative expense reflects the revised estimate, with a corresponding adjustment to the equity-settled share option reserve.

The fair value of the equity instruments granted is determined based on market prices if available, taking into account the terms and conditions upon which those equity instruments are granted. If market prices are not available, the entity shall estimate the fair value of the equity instruments granted using a valuation technique to estimate what

the price of the equity instruments would have been on grant date in an arm's length transaction between knowledgeable, willing parties. The valuation technique shall be consistent with generally accepted valuation methodologies for pricing financial instruments, and shall incorporate all factors and assumptions that knowledgeable, willing market participants would consider in setting the price.

The amount recognised in profit or loss would be the same whether the Company settles the Awards using new Shares or existing Shares.

2.8.2 Share Capital. The PSP will result in an increase in the Company's issued ordinary share capital only if new Shares are issued to Participants. The number of new Shares arising will depend on, *inter alia*, the size of the Awards granted under the PSP. In any case, the PSP provides that the number of new Shares to be issued under the PSP (which, if adopted, will be the only share incentive plan of the Company) will be subject to the aggregate limit set out in **paragraph 2.5.6**. If, instead of issuing new Shares to Participants, existing Shares are purchased or shares held in treasury are used for delivery to Participants, the PSP will have no impact on the number of issued Shares.

2.8.3 Net Tangible Assets ("NTA"). As described in **paragraph 2.8.4** below, the PSP is likely to result in an expense over the Vesting period of the Awards. The amount of the expense will be computed based on the fair value of the equity instruments at the date of grant and the Group's estimate of the number of equity instruments that will eventually Vest as described in **paragraph 2.8.1** above. If new Shares are issued under the PSP, there would be no effect on the NTA. However, if instead of issuing new Shares to Participants, existing Shares are purchased or shares held in treasury are used for delivery to Participants, the NTA will be impacted by the cost of the Shares purchased or shares in treasury used, respectively.

2.8.4 Earnings per Share. The PSP is likely to result in an expense over the Vesting period of the Awards in accordance with SFRS(I) 2.

2.8.5 Dilutive Impact. The PSP provides that the maximum number of new Shares to be issued under the PSP will be subject to the aggregate limit set out in **paragraph 2.5.6** of the Company's total number of issued Shares (excluding treasury shares). Unless extended with the approval of Shareholders and such other regulatory approvals as may then be required and subject to any applicable laws and regulations governing such extension, the PSP has a 10-year duration from its date of adoption, and Awards may only be granted during such term. Shareholders' shareholding percentages will be diluted accordingly as a result of the issue of new Shares for delivery of Shares under the PSP.

2.9 Listing of New Shares on SGX-ST. The SGX-ST has granted in-principle approval for the listing and quotation of the new Shares to be allotted and issued pursuant to the PSP, subject to (*inter alia*) Shareholders' approval for the PSP being obtained and the Company's compliance with the SGX-ST's listing requirements and guidelines. The SGX-ST's in-principle approval is not to be taken as an indication of the merits of the PSP, the new Shares, the Company and/or its subsidiaries.

3. INFORMATION ON AGM

3.1 Date and Time. The AGM will be held on 20 April 2023 at 450 Lorong 6 Toa Payoh, ERA APAC Centre, Singapore 319394 at 10.00 a.m. for the purpose of considering and, if thought fit, passing, with or without amendment, the Resolution, as set out in the notice of the AGM.

3.2 Resolution Proposed. The Resolution will be proposed as an ordinary resolution – i.e., it will be passed if approved by a simple majority of the votes cast on such resolution at the AGM.

4. DIRECTORS' RECOMMENDATIONS

Having considered the relevant factors, including the matters set out in **Section 2**, the Directors (other than the executive Directors) are of the opinion that it is in the interests of the Company

that the Shareholders authorise the Board to approve the proposed grant of Awards to the Participants. Accordingly, the Directors (other than the executive Directors) recommend that Shareholders **vote in favour** of the Resolution at the AGM.

As the proposed PSP pursuant to the Resolution may be granted to executive Directors, the executive Directors have abstained from giving their recommendation with respect to the Resolution.

Further, each non-executive Director will, to the extent he or she holds Shares as at the AGM, abstain from voting on the Resolution.

5. VOTING RESTRICTIONS

Any Shareholder who is eligible to participate in the PSP must abstain from voting his Shares on the Resolution and the Company will disregard any votes cast by such Shareholder in respect of his Shares on the Resolution.

The Chairman of the AGM will accept appointment as proxy for any other Shareholder to vote in respect of the Resolution, where such Shareholder has given specific instructions in a validly completed and submitted Proxy Form as to voting, or abstentions from voting, in respect of the Resolution.

6. ACTION TO BE TAKEN BY SHAREHOLDERS

If you are a Shareholder, and wish but are unable to attend the AGM, you may appoint a proxy to attend and vote on your behalf. To appoint a proxy, please complete, sign and return the Proxy Form in accordance with the instructions printed thereon as soon as possible and, in any event, so as to:

- (a) reach the office of the Company's Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd, at 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632; or
- (b) if submitted by electronic communication (as defined in the Companies Act),

not less than 72 hours before the time for holding the AGM, namely, by 10.00 a.m. on 17 April 2023. Completing and returning a Proxy Form will not prevent you from attending and voting in person at the AGM if you subsequently wish to do so.

7. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Resolution, the Company and its subsidiaries, and the Directors are not aware of any facts, the omission of which would make any statement in this Circular misleading. Where information in this Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information is accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context.

8. ADDITIONAL INFORMATION

Please refer to **Appendix 1** for additional information relevant to the matters and proposals set out in this Circular.

Yours faithfully,
for and on behalf of

the Board of Directors of
APAC REALTY LIMITED

29 March 2023
Chua Khee Hak
Executive Chairman

**APPENDIX 1
ADDITIONAL INFORMATION**

1. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

1.1 Directors. The interests of the Directors in Shares as at the Latest Practicable Date are as follows:

Directors	Direct Interest		Deemed Interest	
	Number of Shares	%	Number of Shares	%
Chua Khee Hak (Jack)	29,960,509	8.43	-	-

1.2 Substantial Shareholders. The substantial Shareholders of the Company (i.e., Shareholders holding an aggregate interest, direct and deemed, of 5% or more of all the outstanding Shares) as at the Latest Practicable Date are as follows:

Substantial Shareholders	Direct Interest		Deemed Interest	
	Number of Shares	%	Number of Shares	%
NHPEA Ace Realty Company Limited	-	-	230,263,662 ¹	64.83
NHPEA Asia Realty Holding (HK) Limited	-	-	230,263,662 ²	64.83
Morgan Stanley Private Equity Asia V GP ONT, L.P.	-	-	230,263,662 ³	64.83
Morgan Stanley	-	-	230,263,662 ⁴	64.83
Mitsubishi UFJ Financial Group, Inc.	-	-	230,263,662 ⁵	64.83

1.3 Directors' Service Contracts. As at the Latest Practicable Date, no person is proposed to be appointed to the Board in connection with the PSP.

1.4 Disclosure of Interests. Except as disclosed in this Circular, none of the Directors and controlling shareholders of the Company has any interest, direct or indirect, in the PSP.

1.5 Others. With respect to the PSP, the Company confirms that, as at the Latest Practicable Date, it is in compliance with Part VIII of Chapter 8 of the Listing Manual.

¹ All these Shares are held by NHPEA Ace Realty Company Limited through its nominee account maintained with KGI Securities (Singapore) Pte. Ltd.

² NHPEA Asia Realty Holding (HK) Limited is deemed interested in all the Shares held by NHPEA Ace Realty Company Limited as it holds 100% of the Class A voting shares in NHPEA Ace Realty Company Limited.

³ Morgan Stanley Private Equity Asia V GP ONT, L.P. is deemed interested in all the Shares held by NHPEA Asia Realty Holding (HK) Limited because it is the general partner of North Haven Private Equity Asia V, L.P. and North Haven Private Equity Asia V Offshore, L.P.. North Haven Private Equity Asia V, L.P. together with North Haven Private Equity Asia V Offshore, L.P. own 100% of the shares in North Haven Private Equity Asia V Holding ONT, L.P., which in turn holds 83.8% of the shares in NHPEA Asia Realty Holding (HK) Limited through a wholly-owned subsidiary, NHPEA V Holding (HK) Limited.

⁴ Morgan Stanley is deemed interested in all the Shares held by Morgan Stanley Private Equity Asia V GP ONT, L.P. as it owns 100% of the shares in MS Holdings Incorporated, which in turn holds 100% of the shares in Morgan Stanley Private Equity Asia V, Inc.. Morgan Stanley Private Equity Asia V, Inc. is the general partner of Morgan Stanley Private Equity Asia V GP ONT, L.P..

⁵ Mitsubishi UFJ Financial Group, Inc. ("MUFG") holds more than 20% interest in the shares of Morgan Stanley. Accordingly, MUFG is deemed interested in the shareholding interests of Morgan Stanley in APAC Realty Limited.

2. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection by Shareholders at the registered office of the Company at 450 Lorong 6 Toa Payoh, #03-01 ERA APAC Centre, Singapore 319394 during normal business hours from the date of this Circular up to the date of the AGM:

- (a) the Constitution of the Company; and
- (b) a copy of the rules of the PSP.

**APPENDIX 2
PSP RULES**

**APAC REALTY LIMITED
PERFORMANCE SHARE PLAN 2023
(Adopted by Ordinary Resolution on 20 April 2023)**

TABLE OF CONTENTS

Contents	Page
1. Name of Plan	2
2. Definitions	2
3. Objectives of Plan	2
4. Eligibility of Participants	2
5. Grant of Awards	2
6. Vesting of Shares	3
7. Certain Events	5
8. Limitation on Size of Plan	8
9. Adjustment Events	8
10. Administration of Plan	9
11. Notices and Communications	10
12. Modifications to Plan	10
13. Terms of Employment Unaffected	11
14. Duration of Plan	11
15. Taxes	11
16. Costs and Expenses of Plan	11
17. Disclaimer of Liability	11
18. Disclosures in Annual Report	11
19. Collection, Use and Disclosure of Personal Data	12
20. Disputes	13
21. Governing Law	13
22. Contracts (Rights of Third Parties) Act 2001	13

**RULES OF
APAC REALTY LIMITED
PERFORMANCE SHARE PLAN 2023**

1. NAME OF PLAN

The Plan shall be called the “APAC Realty Limited Performance Share Plan 2023”.

2. DEFINITIONS

- 2.1** In the Plan, unless the context otherwise requires, words and expressions used in this Plan shall have the meanings given in the **Appendix**.
- 2.2** Words importing the singular number shall, where applicable, include the plural number and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter gender.
- 2.3** Any reference to a time of a day in the Plan is a reference to Singapore time.
- 2.4** Any reference in the Plan to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Act or any statutory modification thereof and not otherwise defined in the Plan shall have the meaning assigned to it under the Act or any statutory modification thereof, as the case may be.

3. OBJECTIVES OF PLAN

The Plan will be in addition to existing bonus and incentive schemes of the Group and is proposed on the basis that it is important to recognise, reward and retain Eligible Participants, whose contributions are essential to the well-being and prosperity of the Group and who have contributed to the growth of the Group. The PSP will give Eligible Participants an opportunity to have an equity interest in the Company and will help to achieve the following positive objectives:

- (a) to optimise each Eligible Participant’s individual performance;
- (b) to instil a stronger sense of unity, loyalty and identification in Eligible Participants to the Group, both individually and collectively; and
- (c) to strengthen the Group’s competitiveness in attracting and retaining potential Management, Agency Leaders, real estate agents and executive Directors, especially those who have the requisite knowledge, technical skills and experience and who will contribute to the development and growth of the Group.

4. ELIGIBILITY OF PARTICIPANTS

The executive Directors, Management and Agency Leaders of the Group, who, in the opinion of the Committee, have contributed or will contribute to the success of the Group and who have each attained the age of 21 years, are eligible to participate in the Plan at the absolute discretion of the Committee:

The Controlling Shareholders of the Company and their Associates (each as defined in the Listing Manual), and the directors, management and agents of the associated companies of the Group, are not eligible to participate in the Plan.

5. GRANT OF AWARDS

- 5.1** Subject to **Rule 9**, the Committee may grant Awards to Eligible Participants as the Committee may select, in its absolute discretion, at any time during the period when the Plan is in force.

5.2 The number of Shares which are the subject of each Award to be granted to a Participant in accordance with the Plan shall be determined at the absolute discretion of the Committee, which shall take into account such criteria as it considers fit, including:

- (a) in the case of Management and Directors, his service grade, job performance, years of service and potential for future development and his contribution to the success and development of the Group; and
- (b) in the case of Agency Leaders, his level of seniority, the size of the team led by him, the amount of broker commission earned by the division and group under his leadership, his job performance, the number of years which he has been an agent and Agency Leader with the Group and the potential for future development and his contribution to the success and development of the Group.

5.3 The Committee shall decide in relation to an Award:

- (a) the Participant;
- (b) the Award Date;
- (c) the number of Shares which are the subject of the Award;
- (d) in the case of a Performance-related Award, the Performance Period and Performance Target;
- (e) the Vesting Period(s);
- (f) the Retention Period (if any); and
- (g) any other condition which the Committee may determine in relation to that Award.

5.4 As soon as reasonably practicable after making an Award, the Committee shall send to each Participant an Award Letter confirming the Award and specifying in relation to the Award:

- (a) the Award Date;
- (b) the number of Shares which are the subject of the Award;
- (c) in the case of a Performance-related Award, the Performance Period and Performance Target;
- (d) the Vesting Period(s);
- (e) the Retention Period (if any); and
- (f) any other condition which the Committee may determine in relation to that Award.

5.5 Participants are not required to pay for the grant of Awards or the Vesting of Shares.

5.6 An Award shall be personal to the Participant to whom it is granted and, prior to the allotment or transfer to the Participant of the Shares to which the Award relates, shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the prior approval of the Committee and other than to a Participant's personal representative on the death of that Participant. If a Participant shall do, suffer or permit any such act or thing as a result of which he would or might be deprived of any rights under an Award without the prior approval of the Committee, that Award shall immediately lapse.

6. VESTING OF SHARES

6.1 Review of Performance Target

- (a) In relation to each Performance-related Award, as soon as reasonably practicable after the end of the relevant Performance Period, the Committee shall review the Performance

Target specified in respect of that Award and determine whether it has been satisfied and, if so, the extent to which it has been satisfied.

- (b) If the Committee determines in its absolute discretion that the Performance Target has not been satisfied from the Award Date up to the end of the relevant Performance Period, that Award shall lapse and be of no value and the provisions of **Rules 6.2 to 6.5** shall, in relation to that Award, be of no effect.
- (c) The Committee shall have the discretion to determine whether the Performance Target has been satisfied (whether fully or partially) or exceeded and in making any such determination, the Committee shall have the right to make computational adjustments to the audited results of the Company or the Group, as the case may be, to take into account such factors as the Committee may determine to be relevant, including changes in accounting methods, taxes and extraordinary events.

6.2 Vesting Period(s)

- (a) Subject:
 - (i) in relation to a Performance-related Award, to the Committee having determined that the Performance Target has been satisfied; and
 - (ii) in relation to all Awards, that in the opinion of the Committee, the job performance of the relevant Participant has been satisfactory,

upon the expiry of each Vesting Period in relation to an Award, the Company shall Vest to the relevant Participant the Shares to which his Award relates in accordance with the Vesting Period specified in respect of his Award on the Vesting Date.

- (b) Shares shall be Vested to a Participant on the Vesting Date, which shall be a Trading Day falling as soon as practicable after the last day of the relevant Vesting Period. On the Vesting Date, the Committee will procure the allotment of new Shares or transfer of existing Shares to the Participant the number of Shares so determined.
- (c) Where new Shares are allotted upon the Vesting of any Award, the Company shall, as soon as practicable after such allotment, apply to the Singapore Exchange (and any other stock exchange on which the Shares are quoted or listed) for permission to deal in and for quotation of such Shares.
- (d) The length of the Vesting Period will be up to four years, and will be determined by the Committee, taking into account the relevant circumstances of the grant of Award in question.

6.3 Shares Allotted or Transferred on Vesting of Award

Shares which are allotted or transferred on the Vesting of an Award to a Participant shall be issued in the name of, or transferred to, CDP to the credit of the securities account of that Participant maintained with CDP or the securities sub-account of that Participant maintained with a Depository Agent, in each case, as designated by that Participant.

Until such issue or transfer of such Shares has been effected, that Participant shall have no voting rights nor any entitlements to dividends or other distributions declared or recommended in respect of any Shares which are the subject of the Award granted to him.

6.4 Ranking of Shares

New Shares allotted and issued, and existing Shares procured by the Company for transfer on the Vesting of an Award shall:

- (a) be subject to all the provisions of the Constitution; and

- (b) rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which is on or after the relevant Vesting Date, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

6.5 Retention Period

Shares which are Vested shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, during the Retention Period or such further periods as may be required if the Shares are held (with the agreement of the Participant) under another employee share scheme or arrangement of the Company, except to the extent set out in the Award Letter or with the prior approval of the Committee. The Company may take any steps that it considers necessary or appropriate to enforce or give effect to this disposal restriction, including specifying in the Award Letter the conditions which are to be attached to an Award for the purpose of enforcing this disposal restriction.

7. CERTAIN EVENTS

7.1 In the event of:

- (a) a take-over offer for the Shares becoming or being declared unconditional in all respects;
- (b) a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies being approved by shareholders of the Company or sanctioned by the court under the Act;
- (c) an order being made or a resolution being passed for the winding-up of the Company;
- (d) an order being made or a resolution being passed for the sale of all or substantially all of the assets of the Company; or
- (e) with respect to a Participant, such Participant ceasing to be employed by a Group Company or being an Agency Leader,

the Committee will consider, at its discretion and taking into consideration the terms of the Award Letter, whether or not to Vest any Shares. If the Committee decides to Vest any Shares, in determining the number of Shares to be Vested, the Committee will have regard to the proportion of the Vesting Period(s) which has elapsed. Where Shares are Vested, the Committee (or such person(s) as it may from time to time direct) will, as soon as practicable after the Shares have been Vested, procure the allotment or transfer to each Participant of the number of Shares so determined, such allotment or transfer to be made in accordance with **Rule 6**. If the Committee so determines, the Vesting of Shares may be satisfied in cash.

7.2 In the event, with respect to a Participant, such Participant ceases to be employed by a Group Company or being an Agency Leader in any of the following circumstances (such events, or an event set out in **Rule 7.3**, a “**Good Leaver Event**”):

- (a) the relevant Group Company having terminated the employment or contract of such Participant otherwise than for Cause; or
- (b) the Participant ceasing to be employed by the relevant Group Company or being an Agency Leader in the event of death or Disability,

then (unless otherwise determined by the Committee at its absolute discretion):

- (i) in respect of such Participant’s Shares which have yet to be Vested on the date on which the Good Leaver Event occurs, all such Awards shall lapse without any claim whatsoever against the Company or the Group on the date on which the Good Leaver Event occurs; and

- (ii) in respect of such Participant's Shares which have been Vested and which are subject to any Retention Period on the date on which the Good Leaver Event occurs, all such Retention Period shall be regarded to expire on the date on which the Good Leaver Event occurs.

7.3 In the event, with respect to a Participant, such Participant ceases to be employed by a Group Company or being an Agency Leader in circumstances where such Participant has terminated his employment or contract with the relevant Group Company and such termination takes effect on a date falling after the fourth anniversary of the Award Date (such event, or an event set out in **Rule 7.2, "Good Leaver Event"**), then (unless otherwise determined by the Committee at its absolute discretion):

- (i) in respect of such Participant's Shares which have yet to be Vested on the date on which the Good Leaver Event occurs, all such Awards shall lapse without any claim whatsoever against the Company or the Group on the date on which the Good Leaver Event occurs; and
- (ii) in respect of such Participant's Shares which have been Vested and which are subject to any Retention Period on the date on which the Good Leaver Event occurs, all such Retention Period shall continue to apply, provided that if such Participant breaches the relevant non-competition covenant set out in his Award Letter at any time during such Retention Period, the consequences applicable to a Bad Leaver Event set out in **Rules 7.4 to 7.9** shall instead apply to any Awards which are subject to any such Retention Period.

7.4 In the event, with respect to a Participant, such Participant ceases to be employed by a Group Company or being an Agency Leader in any of the following circumstances (such event, or an event set out in **Rule 7.5, a "Bad Leaver Event"**):

- (a) the relevant Group Company having terminated, or issued a notice of termination for, the employment or contract of such Participant for Cause; or
- (b) the Participant terminating, or issuing a notice of termination for, his employment or contract with the relevant Group Company and such termination takes effect on a date falling on or prior to the fourth anniversary of the Award Date,

then (unless otherwise determined by the Committee at its absolute discretion):

- (i) in respect of such Participant's Shares which have yet to be Vested on the date on which the Bad Leaver Event occurs, all such Awards shall lapse without any claim whatsoever against the Company or the Group on the date on which the Bad Leaver Event occurs; and
- (ii) in respect of such Participant's Shares which have been Vested (and for the purposes of this **Rule 7.4**, a Share shall be deemed to have been Vested to such Participant if he had received payment of cash in lieu of such Share), the Company has the right ("**Clawback Right**") to compel or otherwise require the Participant to, and the Participant shall, pay to the Company such amount(s) ("**Recoverable Monies**") as determined by the Committee up to the aggregate of:
 - (x) in respect of such Vested Shares in relation to which the Participant received cash in lieu, the aggregate payments received by such Participant in lieu of such Shares; and
 - (y) in respect of all other Vested Shares, the sum of:
 - (1) the aggregate of the Market Value on the respective Vesting Date(s) of such Vested Shares;
 - (2) the aggregate value of all cash distributions and cash dividends which have been paid by the Company in respect of such Vested Shares (whether received by the Participant or not); and

- (3) the aggregate prevailing value of all dividends-in-specie, bonus shares, rights issues and other rights or benefits (other than the distributions and dividends referred to in **Rule 7.4(ii)(y)(2)** above) which have been distributed in respect of, derived from or attributable to, such Vested Shares (whether received by the Participant or not).

7.5 In the event:

- (a) a Participant ceases to be employed by a Group Company or ceases to be an Agency Leader in circumstances where the relevant Group Company has terminated, or issued a notice of termination for, the employment or contract of such Participant for Cause; and
- (b) such event of Cause directly or indirectly caused, resulted in or contributed to, or is reasonably likely to directly or indirectly cause, result in or contribute to, any Group Company suffering any Loss (in each case as determined by the Committee at its absolute discretion),

(such event, or an event set out in **Rule 7.4**, a “**Bad Leaver Event**”), then (unless otherwise determined by the Committee at its absolute discretion):

- (i) the consequences set out in **Rules 7.4(i)** and **7.4(ii)** above shall apply; and
- (ii) in respect of the sum under **Rule 7.4(ii)(y)** above, the amount required to compensate the relevant Group Company for any Loss suffered shall be added to the Recoverable Monies.

7.6 To exercise the Company’s Clawback Right, the Committee shall, within 30 days of the Bad Leaver Event, issue a written notice to the Participant of the following (and the Participant shall be required to comply with all directions issued as part of or pursuant to such notice):

- (a) the amount of Recoverable Monies due and payable to the Company;
- (b) the method of payment or transfer of the Recoverable Monies to the Company, and who shall bear the fees associated with such payment or transfer (if any);
- (c) the date by which the Participant has to pay or transfer the Recoverable Monies to the Company; and
- (d) the interest that will accrue if the Participant fails to pay or transfer to the Company the whole of the Recoverable Monies by the date stipulated in such notice (if the Committee so decides in its sole and absolute discretion to impose such interest).

7.7 The Company’s Clawback Right shall be in addition to and without prejudice to all other rights and remedies available to the Company.

7.8 The Company may exercise its Clawback Right more than once, provided that the Recoverable Monies as determined by the Committee for the purposes of such subsequent exercise shall not include any amount which has been paid or which is payable to the Company pursuant to the Company’s previous exercise(s) of its Clawback Right.

7.9 The Participant shall not have any right of dispute, set-off, deduction or withholding against the Company. The Company, by contrast, shall have a right to set-off any sum or liability owed by the Company to the Participant, whether arising under the Plan or otherwise, and whether as damages or otherwise.

7.10 For the purposes of this **Rule 7**, “**Cause**” means, with respect to a Participant:

- (a) such Participant having committed any act which would result in his disqualification:
 - (i) in the case of Management and Directors, as a director of a Singapore company under applicable Law; and

- (ii) in the case of Agency Leaders, as a licensed real estate agent under applicable Law; or
- (b) such Participant having committed a material breach of the relevant employment, agency agreement (as the case may be) or the Award Letter, provided that such breach results in, or could reasonably be expected to result in a significant adverse impact on the Group; or
- (c) the Participant having committed a material breach of the terms of any policy of the Group, provided that such breach results in, or could reasonably be expected to result in, a significant adverse impact on any Group Company.

8. LIMITATION ON SIZE OF PLAN

8.1 The total number of Shares which may be delivered pursuant to Awards granted under the Plan from 20 April 2023 to 19 April 2033 (both dates inclusive):

- (a) shall not exceed 15% of the total number of issued Shares of the Company (excluding treasury shares) as at the date preceding the date of grant. However, the present intention of the Company is not to award more than 6.8% of the total number of issued Shares of the Company (excluding treasury shares) as at the date preceding the date of grant, of which:
 - (i) the number of Shares which may be delivered to Management and Directors shall not exceed 4% of the total number of issued Shares of the Company (excluding treasury shares) as at the date preceding the date of grant; and
 - (ii) the number of Shares which may be delivered to Agency Leaders in the aggregate shall not exceed 4% of the total number of issued Shares of the Company (excluding treasury shares) as at the date preceding the date of grant; and
- (b) when added to the number of Shares issued or issuable under this Plan and all other share-based incentive schemes of the Company, shall not exceed 15% of the total number of issued Shares of the Company (excluding treasury shares) from time to time. However, the present intention of the Company is not to award more than 6.4% of the total number of issued Shares of the Company (excluding treasury shares) from time to time when added to the number of Shares issued or issuable under this Plan and all other share-based incentive schemes of the Company, of which:
 - (i) the number of Shares which may be delivered to Management and Directors shall not exceed 3.7% of the total number of issued Shares of the Company (excluding treasury shares) from time to time; and
 - (ii) the number of Shares which may be delivered to Agency Leaders in the aggregate, shall not exceed 3.7% of the total number of issued Shares of the Company (excluding treasury shares) from time to time.

8.2 Shares which are the subject of Awards which have lapsed for any reason whatsoever may be the subject of further Awards granted by the Committee under the Plan.

9. ADJUSTMENT EVENTS

9.1 Subject to **Rule 8**, if a variation in the ordinary share capital of the Company (whether by way of a bonus or rights issue, reduction, sub-division, consolidation or other analogous event) shall take place or if the Company shall make a capital distribution or a declaration of a special dividend (whether in cash or in specie), then the Committee may, in its absolute discretion, determine whether:

- (a) the value, class or number of Shares which are the subject of an Award to the extent not yet Vested; or
- (b) the value, class or number of Shares in respect of which future Awards may be granted under the Plan,

may be adjusted, altered or modified by the Committee, with a view to giving each Participant the same proportion of the equity capital of the Company as that to which he was previously contingently entitled and, in doing so, the Committee shall determine at its own discretion the manner in which such adjustment shall be made, all subject to the Act, to approval of the shareholders of the Company, or compliance with the rules of the Listing Manual or any stock exchange on which the Company is listed that apply at the time of the variation, including the rules that apply to a reorganisation of capital at that time.

9.2 The issue of securities as consideration for an acquisition or a private placement of securities, upon the exercise of any options or conversion of any loan stock or any other securities convertible into Shares or subscription rights of any warrants or the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the Singapore Exchange (or any other stock exchange on which the Shares are quoted or listed) during the period when a share purchase mandate granted by shareholders of the Company (including any renewal of such mandate) is in force, shall not normally be regarded as a circumstance requiring adjustment.

9.3 Notwithstanding the provisions of **Rule 9.1**:

- (a) any adjustment (except in relation to a capitalisation issue) must be confirmed in writing by the Auditor (acting only as an expert and not as an arbitrator) to be in its opinion, fair and reasonable; and
- (b) the adjustment must be made in such a way that a Participant will not receive a benefit that a holder of Shares does not receive.

9.4 Upon any adjustment required to be made pursuant to this **Rule 9**, the Company shall notify the Participant (or his duly appointed personal representatives where applicable) in writing and deliver to him (or his duly appointed personal representatives where applicable) a statement setting forth the value, class or number of Shares which are the subject of the adjusted Award. Any adjustment shall take effect upon such written notification being given or on such date as may be specified in such written notification.

10. ADMINISTRATION OF PLAN

10.1 The Plan shall be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the board of directors of the Company, provided that:

- (a) any Director who is a member of the Committee shall not be involved in the deliberations in respect of Awards granted to or held by, or to be granted to or held by, that Director or his Associates (as defined in the Listing Manual); and
- (b) any Participant who is a member of the Committee shall not be involved in its deliberations in respect of Awards granted to or held by, or to be granted to or held by, that member of the Committee or his Associates (as defined in the Listing Manual).

10.2 Subject to compliance with the Listing Rules, the Committee in its absolute discretion, shall have the power, from time to time, to make and vary such arrangements, guidelines or regulations (not being inconsistent with the Plan) for the implementation and administration of the Plan, to give effect to the provisions of the Plan or to enhance the benefit of the Awards to each Participant, as it may, in its absolute discretion, think fit. Any matter pertaining or pursuant to the Plan and any dispute and uncertainty as to the interpretation of the Plan or any rule, regulation or procedure thereunder or any rights under the Plan shall be determined by the Committee.

10.3 Neither the Plan nor the grant of Awards under the Plan shall impose on the Company or the Committee or any of its members any liability whatsoever in connection with:

- (a) the lapsing of any Awards pursuant to any provision of the Plan;
- (b) the failure or refusal by the Committee to exercise, or the exercise by the Committee of, any discretion under the Plan; or

(c) any decision or determination of the Committee made pursuant to any provision of the Plan.

10.4 Any decision or determination of the Committee made pursuant to any provision of the Plan (other than a matter to be certified by the Auditor) shall be final, binding and conclusive (including for the avoidance of doubt, any decisions pertaining to disputes as to the interpretation of the Plan or any rule, regulation or procedure hereunder or as to any rights under the Plan). The Committee shall not be required to furnish any reasons for any decision or determination made by it.

11. NOTICES AND COMMUNICATIONS

11.1 Any notice required to be given by a Participant to the Company shall be sent or made to the registered office of the Company or such other addresses (including electronic mail addresses) or facsimile number, and marked for the attention of the Committee, as may be notified by the Company to him in writing.

11.2 Any notices or documents required to be given to a Participant or any correspondence to be made between the Company and the Participant shall be given or made by the Committee on behalf of the Company and shall be delivered to him by hand or sent to him at his home address, electronic mail address or facsimile number according to the records of the Company or the last known address, electronic mail address or facsimile number of the Participant.

11.3 Any notice or other communication from a Participant to the Company shall not be effective until received by the Company. Any other notice or communication from the Company to a Participant shall be deemed to be received by that Participant, when left at the address specified in **Rule 11.2** or, if sent by post, on the day following the date of posting or, if sent by electronic mail or facsimile transmission, on the day of despatch.

11.4 The Company's records of the Communications, and its record of any transactions maintained by any relevant person authorised by the Company relating to or connected with the Plan, whether stored in electronic or printed form, shall be binding and conclusive on the Participant and shall be conclusive evidence of such Communications or transactions. All such records shall be admissible in evidence and the Participant shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated or set out in electronic form or were produced by or are the output of a computer system, and the Participant waives any of his rights (if any) to so object.

11.5 Any provision in these Rules or any regulation of the Committee requiring a Communication to be signed by a Participant may be satisfied in the case of an electronic Communication by the execution of any on-line act, procedure or routine designated by the Company to signify the Participant's intention to be bound by such Communication.

12. MODIFICATIONS TO PLAN

12.1 The Plan may be modified and/or altered at any time and from time to time by resolution of the Committee, subject to compliance with the Listing Manual and the approval of such other regulatory authorities as may be necessary. However, no alteration shall be made to particular rules of the Plan to the advantage of Eligible Participants without the prior approval of shareholders of the Company in general meeting. For the avoidance of doubt, nothing in this **Rule 12.1** shall affect the right of the Committee under any other provision of the Plan to amend or adjust any Award.

12.2 Notwithstanding anything to the contrary contained in **Rule 12.1**, the Committee may at any time by resolution (and without any other formality, save for the prior approval of the Singapore Exchange or any other stock exchange on which the Shares are quoted or listed) amend or alter the Plan in any way to the extent necessary or desirable, in the opinion of the Committee, to cause the Plan to comply with, or take into account, any statutory provision (or any amendment or modification thereto, including amendment of or modification to the Act) or the provision or the regulations of any regulatory or other relevant authority or body (including the Singapore Exchange or any other stock exchange on which the Shares are quoted or listed).

- 12.3** Written notice of any modification or alteration made in accordance with this **Rule 12** shall be given to all Participants.

13. TERMS OF EMPLOYMENT UNAFFECTED

Except to the extent set out in an Award Letter, the terms of employment or engagement of a Participant shall not be affected by his participation in the Plan, which shall neither form part of such terms nor entitle him to take into account such participation in calculating any compensation or damages on the termination of his employment for any reason.

14. DURATION OF PLAN

- 14.1** The Plan shall continue to be in force at the discretion of the Committee, subject to a maximum period of 10 years commencing on the Adoption Date, provided always that the Plan may continue beyond the above stipulated period with the approval of the shareholders of the Company by ordinary resolution in general meeting and of any relevant authorities which may then be required.

- 14.2** The Plan may be terminated at any time by the Committee or, at the discretion of the Committee, by resolution of the Company in general meeting, subject to all relevant approvals which may be required and if the Plan is so terminated, no further Awards shall be granted by the Committee hereunder.

- 14.3** Except to the extent set out in this Plan, the expiry or termination of the Plan shall not affect Awards which have been granted prior to such expiry or termination, whether such Awards have been Vested (whether fully or partially) or not.

15. TAXES

All taxes (including income tax) arising from the grant of any Award to or any sale of Shares by any Participant under the Plan shall be borne by that Participant.

16. COSTS AND EXPENSES OF PLAN

- 16.1** Each Participant shall be responsible for all fees of CDP relating to or in connection with the issue and allotment or transfer of any Shares pursuant to the Vesting of any Shares in CDP's name, the deposit of share certificate(s) with CDP, the Participant's securities account with CDP or the Participant's securities sub-account with a Depository Agent.

- 16.2** Save for the taxes referred to in **Rule 15** and such other costs and expenses expressly provided in the Plan to be payable by each Participant, all fees, costs and expenses incurred by the Company in relation to the Plan including but not limited to the fees, costs and expenses relating to the allotment and issue, or transfer, of Shares pursuant to the Vesting of any Shares shall be borne by the Company.

17. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Committee and the Company and the Company's directors, management and employees shall not under any circumstances be held liable for any costs, losses, expenses and damages whatsoever and howsoever arising in any event, including but not limited to the Company's delay in issuing, or procuring the transfer of, the Shares or applying for or procuring the listing of new Shares on the Singapore Exchange (or any other stock exchange on which the Shares are quoted or listed) in accordance with **Rule 6.2**.

18. DISCLOSURES IN ANNUAL REPORT

The following disclosures (as applicable) will be made by the Company in its annual report for so long as the Plan continues in operation and for so long as such disclosures are required to

be made by the rules of the Singapore Exchange (or any other stock exchange on which the Shares are quoted or listed) or any other applicable laws:

- (a) the names of the members of the Committee administering the Plan;
- (b) in respect of:
 - (i) Directors; or
 - (ii) Participants (other than Directors) who have received Shares pursuant to the Vesting of Shares granted under the Plan which represent 5% or more of the total number of Shares available under the Plan,

the following information:

- (1) the name of the Participant;
 - (2) the aggregate number of Shares comprised in Awards granted during the financial year under review (including terms);
 - (3) the aggregate number of Shares comprised in Awards granted since commencement of the Plan to end of the financial year under review;
 - (4) the aggregate number of Shares comprised in Awards Vested since commencement of the Plan to end of the financial year under review; and
 - (5) the aggregate number of Shares comprised in Awards that are not Vested as at the end of the financial year under review;
- (c) the following information:
 - (i) names of and number and terms of Awards granted to each director or employee of the Company's parent company and the Company's subsidiaries who receives 5% or more of the total number of Shares available to all employees and directors of the Company's parent company and the Company's subsidiaries during the financial year under review; and
 - (ii) the aggregate number of Shares granted to the employees and directors of the Company's parent company and the Company's subsidiaries for the financial year under review, and since the commencement of the Plan to the end of the financial year under review; and
 - (d) such other information as may be required by the Listing Manual, from time to time.

A disclosure of the number and proportion of options granted at a discount during the financial year under review in respect of every 10% discount range, up to the maximum quantum of discount granted, is not applicable to the Plan.

19. COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

19.1 For the purposes of implementing and administering the Plan, and in order to comply with any applicable laws, listing rules, take-over rules, regulations or guidelines, the Company will collect, use and disclose the personal data of the Participants, as contained in each Award Letter or any other notice or communication given or received pursuant to the Plan, or which is otherwise collected from the Participants (or their authorised representatives).

19.2 By participating in the Plan, each Participant consents to the collection, use and disclosure of his personal data for all such purposes, including disclosure of data to related corporations of the Company or third parties who provide services to the Company (whether within or outside Singapore), and to the collection, use and further disclosure by such parties for such purposes.

- 19.3** Each Participant warrants that where he discloses the personal data of third parties to the Company in connection with this Plan, he has obtained the prior consent of such third parties for the Company to collect, use and disclose their personal data for the abovementioned purposes, in accordance with any applicable laws, regulations or guidelines.
- 19.4** Each Participant shall indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Participant's breach of this warranty.

20. DISPUTES

Any disputes or differences of any nature arising hereunder shall be referred to the Committee and its decision shall be final and binding in all respects.

21. GOVERNING LAW

The Plan shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Participants, by accepting grants of Awards in accordance with the Plan, and the Company submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

22. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

No person other than the Company or a Participant shall have any right to enforce any provision of the Plan or any Award by virtue of the Contracts (Rights of Third Parties) Act 2001 of Singapore.

Appendix Definitions

“Act”	: Companies Act 1967 of Singapore.
“Adoption Date”	: The date on which the Plan is adopted by the Company in general meeting.
“Agency Leaders”	: Agency leaders such as Senior Director of Agency, Chief Agency Director, Emeritus Agency Group Division Director and Executive Director of Agency.
“Auditor”	: The auditor of the Company for the time being.
“Award”	: A contingent award of Shares granted under Rule 5 .
“Award Date”	: In relation to an Award, the date on which the Award is granted pursuant to Rule 5 .
“Award Letter”	: A letter in such form as the Committee shall approve confirming an Award granted to a Participant by the Committee.
“Board”	: The board of Directors from time to time.
“Cause”	: As defined in Rule 7.10 .
“CDP”	: The Central Depository (Pte) Limited.
“CEO”	: Chief Executive Officer.
“Committee”	: The Remuneration Committee of the Board, whose members as at 17 March 2023 are Tan Bong Lin, Wong Hin Sun, Eugene and Tan Poh Hong.
“Communication”	: An Award, including the Award Letter, and any correspondence made or to be made under the Plan (individually or collectively).
“Company”	: APAC Realty Limited, a company incorporated in the Republic of Singapore.
“Constitution”	: The constitution of the Company, as amended from time to time.
“Depository Agent”	: Has the meaning given to it in the Securities and Futures Act 2001 of Singapore.
“Director”	: The directors of the Company from time to time.
“Disability”	: Means a physical or mental impairment that substantially limits one or more major life activities of the Participant, including caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. For this purpose, an impairment which is episodic or in remission shall be regarded to be a “Disability” if such impairment would substantially limit a major life activity when active.
“Eligible Participants”	: Has the meaning given to it in Rule 4 .
“Governmental Authority”	: Means any supranational, national, federal, state, municipal or local court, administrative body or other governmental or quasi-governmental entity or authority, or any securities exchange, wherever located.
“Group”	: Company and its subsidiaries from time to time, and “Group Company” means any of them.
“Law”	: Means any statute, act, code, law (including common law and equity), regulation, rule, ordinance, order, decree, ruling, determination, judgment or decision of any Governmental Authority.

“Listing Manual”	: Listing manual of the Singapore Exchange.
“Listing Rules”	: Rules of the Listing Manual.
“Loss”	: Means any and all damages, losses, liabilities, costs, charges and expenses (including the reasonable charges and expenses of legal advisers, experts and other consultants), interest, fines, and penalties.
“Management”	: CEO, Deputy CEO, Chief Operating Officer, Key Executive Officer, Chief Agency Officer, Chief Financial Officer, Chief Marketing Officer, Chief Technology Officer and Human Resource Director (and such other persons as the Committee may, in its discretion, determine).
“Market Value”	: means in relation to a Share, on any day, the volume weighted average price of a Share on the Singapore Exchange Securities Trading Limited over the three immediately preceding Trading Days.
“Participant”	: The holder of an Award (including, where applicable, the executor or personal representative of such holder).
“Performance-related Award”	: An Award in relation to which a Performance Target is specified.
“Performance Period”	: The performance period during which the Performance Target shall be satisfied.
“Performance Target”	: The performance target or service condition prescribed by the Committee to be fulfilled by a Participant for any particular period under the Plan.
“Plan”	: APAC Realty Limited Performance Share Plan 2023, as modified from time to time.
“Record Date”	: The date fixed by the Company for the purposes of determining entitlements to dividends or other distributions to, or rights of, holders of Shares.
“Retention Period”	: In relation to Shares which are allotted or transferred on the Vesting of an Award, such period commencing on the Vesting Date in relation to that Award as may be determined by the Committee on the Award Date.
“Shares”	: Ordinary shares in the capital of the Company.
“Singapore Exchange”	: Singapore Exchange Securities Trading Limited.
“Trading Day”	: A day on which the Shares are traded on the Singapore Exchange.
“Vesting”	: In relation to Shares which are the subject of an Award, the entitlement to all or some of the Shares which are the subject of an Award and “Vest” and “Vested” shall be construed accordingly.
“Vesting Date”	: In relation to Shares which are the subject of an Award, the date (as determined by the Committee and notified to the relevant Participant) on which those Shares have Vested pursuant to Rule 6 .
“Vesting Period”	: In relation to an Award, such period commencing on the Award Date in relation to that Award as may be determined by the Committee on the Award Date.
“year”	: Calendar year, unless otherwise stated.
“%”	: Per centum or percentage.