

GLL IHT PTE. LTD.

(Company Registration No. 198700473D)

**S\$800,000,000 Multicurrency Medium Term Note Programme
(the "Programme")**

Unconditionally and irrevocably guaranteed by

GUOCOLAND LIMITED

NOTICE TO HOLDERS OF

**SERIES 003 S\$50,000,000 1-YEAR 2.00 PER CENT. FIXED
RATE NOTES DUE 2011**

**SERIES 004 S\$70,000,000 2-YEAR 3.00 PER CENT. FIXED
RATE NOTES DUE 2012**

**SERIES 005 S\$205,000,000 3-YEAR 4.00 PER CENT. FIXED
RATE NOTES DUE 2014**

**SERIES 006 S\$208,000,000 5-YEAR 4.875 PER CENT. FIXED
RATE NOTES DUE 2016**

**SERIES 007 TRANCHE 1 S\$220,000,000 4-YEAR 4.125 PER
CENT. FIXED RATE NOTES DUE 2015**

**SERIES 007 TRANCHE 2 S\$47,000,000 4-YEAR 4.125 PER
CENT. FIXED RATE NOTES DUE 2015**

(THE "NOTES")

RESIGNATION OF EXISTING ISSUING AND PAYING AGENT AND AGENT BANK AND APPOINTMENT OF NEW ISSUING AND PAYING AGENT AND NEW AGENT BANK

1. Resignation of Existing Issuing and Paying Agent and Agent Bank

1.1 We refer to the Agency Agreement dated 23 April 2008 (the "**Agency Agreement**") made between (1) GLL IHT Pte. Ltd., as issuer (the "**Issuer**"), (2) GuocoLand Limited, as guarantor (the "**Guarantor**"), (3) Citicorp Investment Bank (Singapore) Limited, as issuing and paying agent (in such capacity, the "**Issuing and Paying Agent**"), (4) Citicorp Investment Bank (Singapore) Limited, as agent bank (in such capacity, the "**Agent Bank**"), and (5) HSBC Institutional Trust Services (Singapore) Limited, as trustee (in such capacity, the "**Trustee**").

1.2 On 10 August 2011, the Issuing and Paying Agent and the Agent Bank gave notice that they will resign with effect from 15 September 2011 as the issuing and paying agent and the agent bank respectively pursuant to Clause 16.2 of the Agency Agreement. Citicorp Investment Bank (Singapore) Limited as Issuing and Paying Agent and Agent Bank requested that (i) the 60 days' notice of such resignation (which shall expire not less than 30 days after any due date for payment of the Notes) required under Clause 16.2 of the Agency Agreement be shortened to 30 days (which shall expire not less than two days after any due date for payment of the Notes) and (ii) the Issuer, the Guarantor and the Trustee agree that Citicorp Investment Bank (Singapore) Limited's resignation of its appointments as Issuing and Paying Agent and Agent Bank under the Agency Agreement or otherwise in connection with the Programme will take effect from 15 September 2011. The Issuer, the Guarantor and the Trustee agreed to such requests of Citicorp Investment Bank (Singapore) Limited as Issuing and Paying Agent and Agent Bank.

2. Appointment of New Issuing and Paying Agent and Agent Bank

The Bank of New York Mellon has agreed that it will be appointed with effect from 15 September 2011 as the issuing and paying agent and the agent bank pursuant to Clause 16.1 of the Agency Agreement, subject to the execution of requisite documentation between the parties. Such appointment has also been approved by the Trustee.

3. Notice

3.1 Pursuant to Clause 16.5 of the Agency Agreement and Clauses 16.16 and 18 of the trust deed dated 23 April 2008 made between (1) the Issuer, as issuer, (2) the Guarantor, as guarantor, and (3) the Trustee, as trustee, we hereby give notice to you of the resignation of Citicorp Investment Bank (Singapore) Limited as the Issuing and Paying Agent and the Agent Bank and the appointment of The Bank of New York Mellon as the new issuing and paying agent and agent bank pursuant to the Agency Agreement.

3.2 The details of The Bank of New York Mellon are as follows:

The Bank of New York Mellon
One Temasek Avenue
#03-01 Millenia Tower
Singapore 039192
Attention: Global Corporate Trust