

CIRCULAR DATED OCTOBER 9, 2000

If you are in any doubt about this Circular or 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 all your ordinary shares of \$1.00 each in the capital of Singapore Exchange Limited (the “Company”), you should forward this Circular immediately to the purchaser or to the bank, stockbroker or agent through whom the sale was effected for onward transmission to the purchaser.



SINGAPORE EXCHANGE LIMITED

Circular to Shareholders

relating to the following proposals

1. Adoption of new Articles of Association of the Company
2. Sub-division of each ordinary share of \$1.00 each in the capital of the Company into 100 ordinary shares of \$0.01 each and a bonus issue of new ordinary shares of \$0.01 each in the capital of the Company
3. Adoption of a share option plan to be known as the SGX Share Option Plan
4. Approval to grant options under the SGX Share Option Plan with subscription prices set at a discount to market price
5. Approval of the grant of options to the Chief Executive Officer of the Company, Mr. Thomas A. Kloet, and the allotment and issue of shares upon the exercise of such options

IMPORTANT DATES

Last date and time for lodgment of Proxy Form	: October 30, 2000 at 10:00 a.m.
Date and time of Extraordinary General Meeting	: November 1, 2000 at 10:00 a.m.
Place of Extraordinary General Meeting	: Sheraton Towers Singapore, Ballroom 2, Level 2, 39 Scotts Road, Singapore 228230

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October 9, 2000

To: The Shareholders of
Singapore Exchange Limited

Dear Sirs

**Extraordinary General Meeting
to be held at 10:00 a.m. on November 1, 2000 at Sheraton Towers Singapore,
Ballroom 2, Level 2, 39 Scotts Road, Singapore 228230**

1. Introduction

- 1.1 The Board of Directors of Singapore Exchange Limited (the “Company”) proposes to seek the approval of shareholders at an extraordinary general meeting (the “EGM”) of the Company to be held at Sheraton Towers Singapore, Ballroom 2, Level 2, 39 Scotts Road, Singapore 228230 on November 1, 2000 at 10:00 a.m. for the following proposals:—
- (a) the adoption of new Articles of Association (the “New Articles”) in substitution for, and to the exclusion of, the existing Articles of Association of the Company (the “Existing Articles”);
 - (b) the sub-division of each of the ordinary shares of \$1.00 each in the capital of the Company into 100 ordinary shares of \$0.01 each (the “Sub-division of Shares”) and a bonus issue of new ordinary shares of \$0.01 each (the “Bonus Shares”) in the capital of the Company (the “Bonus Issue”, and together with the Sub-division of Shares, the “Capital Restructuring”);
 - (c) the adoption of a share option plan to be known as the SGX Share Option Plan (the “SGX Share Option Plan”);
 - (d) subject to the adoption of the SGX Share Option Plan, the approval to grant options under the SGX Share Option Plan with subscription prices set at a discount to market price; and
 - (e) the approval of the grant of options to Mr. Thomas A. Kloet, the Chief Executive Officer of the Company, and the allotment and issue of shares upon the exercise of such options (the “CEO Options”).
- 1.2 The purpose of this Circular is to explain the reasons for, and to provide shareholders with information relating to, the above proposals to be tabled at the EGM.

2. Background to the Proposals

- 2.1 The Board of Directors has decided to proceed with a private placement of shares in the Company (the “Private Placement”) and, subject to market conditions and approval by the Monetary Authority of Singapore, an initial public offering of shares in the Company (the “IPO”, and together with the Private Placement, the “Offering”) and a listing on the Singapore Exchange Securities Trading Limited (“SGX-ST”). It is currently contemplated that the Offering would be completed before the end of this year. Merrill Lynch (Singapore) Pte. Ltd. (“Merrill Lynch”) and The Development Bank of Singapore Ltd have been appointed as joint lead managers and global coordinators for the IPO. Merrill Lynch will also act as placement agent under the Private Placement.

- 2.2 The Exchanges (Demutualisation and Merger) Act 1999 (the “Merger Act”), which provided for the demutualisation and merger of SGX-ST (formerly known as the Stock Exchange of Singapore Limited (“SES”)) and the Securities Exchange Derivatives Trading Limited (“SGX-DT”), formerly known as the Singapore International Monetary Exchange Limited (“SIMEX”), and the creation of the Company, sets forth procedures that apply to the Offering. Pursuant to the Merger Act, the Company will issue its shares at par value to a special purpose company designated by the Minister under the Merger Act. That special purpose company will then sell those shares from time to time at prices directed by the Minister. The proceeds of such sales will be used, first, to pay expenses related to the demutualisation and merger of SGX-ST and SGX-DT, the formation of the Company and the special purpose company, and the Offering, and the remainder will be paid to the Financial Sector Development Fund (the “FSDF”). The objectives of the FSDF, which is administered by the Monetary Authority of Singapore, include the promotion of Singapore as a financial centre.
- 2.3 Although the Company will not receive any of the proceeds of the Offering, the Board of Directors believes it is in the interests of all shareholders to proceed with the Offering at this time, as it will provide a listing (if approved by the Monetary Authority of Singapore) and trading market for the shares in the capital of the Company and enlarge the shareholder base. In addition, the raising of funds for the FSDF will contribute to the development of Singapore as a financial centre which should thereby benefit the Company and its shareholders.
- 2.4 The EGM is being convened in connection with preparing the Company for the Offering. The purpose of the New Articles proposal (as described below in paragraph 3) is to ensure that the Company’s Articles of Association conform to the requirements for companies listed on the SGX-ST. The purpose of the Capital Restructuring proposal (as described below in paragraph 4) is to ensure that the Company has a capital structure that will facilitate being a listed company. In particular, it facilitates having an offer price that will be in the customary range for shares traded on SGX-ST, and provides the Company with sufficient authorised but unissued shares for future uses. The purpose of the SGX Share Option Plan proposal and the related proposal on the granting of options with subscription prices set at a discount to market price (as described below in paragraphs 5 and 6) is to enable the Company to reward persons who have contributed to the success and development of the Company, and to attract and retain such persons, in a manner customary for public companies. The purpose of the CEO Options proposal (as described below in paragraph 7) is to ratify options granted and to approve options to be granted to Mr. Kloet, and the allotment and issue of shares upon the exercise of such options pursuant to his employment contract.
- 2.5 The Minister has designated SEL Holdings Pte Ltd (“SEL Holdings”) as the special purpose company under the Merger Act. SEL Holdings is wholly-owned by Temasek Holdings (Private) Limited. The directors of SEL Holdings are the Chairman and Chief Executive Officer of the Company. The Merger Act provides that SEL Holdings shall not exercise or control the exercise of votes attached to shares in the capital of the Company subscribed by SEL Holdings as described in paragraph 2.2 above.
- 2.6 The rationale for each of these proposals, and their terms, are explained in further detail below.

3. Adoption of the New Articles

- 3.1 The existing Articles of Association of the Company (the “Existing Articles”) do not meet the listing requirements with which a company must comply in order to be listed on the SGX-ST. The form of the New Articles proposed to be adopted is set out in Appendix 1 in this Circular. The New Articles provide for changes to the Existing Articles in order to comply with such listing requirements. If the New Articles are adopted, the Company will be in a position to comply with such listing requirements if and when the Company seeks a listing on SGX-ST. The New Articles provide that these changes will take effect only upon, and not before, the listing of the shares in the capital of the Company on SGX-ST.

- 3.2 To facilitate scripless transfer of shares in the capital of the Company prior to listing, arrangements will be made for such shares to be deposited with The Central Depository (Pte) Limited (“CDP”) or its nominee. Articles 76 and 78 of the New Articles provide for the voting arrangements that will allow depositors who deposit shares in the capital of the Company with CDP or its nominee to vote at the shareholders’ meetings of the Company if the listing of the shares in the capital of the Company on the SGX-ST is not proceeded with.
- 3.3 Accordingly, it is proposed that the New Articles be adopted and approved in lieu of the Existing Articles for the reasons and proposals referred to above. At the EGM, a resolution will be proposed as a Special Resolution to approve the adoption of the New Articles.

4. Capital Restructuring

- 4.1 The rationale for the Capital Restructuring is set out in Appendix 2 in this Circular.
- 4.2 Accordingly, at the EGM, a resolution will be proposed as an Ordinary Resolution (a) to authorise the Directors to sub-divide the ordinary shares in the capital of the Company in the manner set out in the Notice of EGM referred to in paragraph 8.1 below, and (b) to authorise the Directors to allot and issue the Bonus Shares in accordance with the formula set out in the Notice of EGM.
- 4.3 If the Capital Restructuring is approved by the shareholders of the Company, a notice will be despatched to shareholders of the Company to notify them of the books closure date (being the date on which the Transfer Books and the Register of Members will be closed) to determine shareholders’ entitlement to the Bonus Issue and the date on which the Capital Restructuring is to be effected.
- 4.4 To facilitate the administrative procedures relating to, and to minimise inconvenience to shareholders of the Company arising from, the Capital Restructuring, the Company is proposing to cancel all old share certificates relating to the shares in the capital of the Company in issue as at the books closure date. The cancellation of the old share certificates will be made on the date on which the Capital Restructuring takes effect. Upon such cancellation, the Company will issue to the shareholders of the Company with shares registered in their names in the Register of Members as at the books closure date, new share certificates in respect of the number of ordinary shares of \$0.01 each in the capital of the Company to which they are entitled as a result of the Capital Restructuring. Upon cancellation, the old share certificates shall be void and will cease to have any effect or be valid for any purpose.
- 4.5 New share certificates in respect of the shares in the capital of the Company resulting from the Capital Restructuring (the “New Share Certificates”) will be sent to shareholders of the Company at their own risk by ordinary post within 15 market days from the books closure date. Where shares are registered jointly in the names of several persons, the New Share Certificates shall be sent to the person whose name stands first in the Register of Members. A market day is a day on which the SGX-ST is open for trading in securities.
- 4.6 In respect of shareholders of the Company who wish to deposit their shares in the capital of Company with CDP or its nominee, arrangements will be made with CDP for the New Share Certificates in respect of their shares to be issued to CDP or its nominee. Such shareholders will have to complete an instruction and share transfer form which accompanies this Circular and return the duly completed form in the self-addressed envelopes accompanying this Circular together with a cheque payable to “The Central Depository (Pte) Limited” for the sum of \$20.30 (being deposit fees and stamp duty for the transfer) on or before November 14, 2000 (the “Due Date”). No further action needs to be taken by such shareholders as arrangements will be made for the Company to deliver the New Share Certificates to CDP and to credit their securities accounts with their shares.
- 4.7 Your shares, if deposited in accordance with paragraph 4.6 above, will be credited to your securities account before the commencement of trading of the shares on the SGX-ST if the listing is proceeded with, or within 15 market days from the books closure date, whichever is the earlier.

- 4.8 If you do not return the duly completed instruction and share transfer form together with a cheque payable to “The Central Depository (Pte) Limited” for the sum of \$20.30 (being deposit fees and stamp duty for the transfer) on or before the Due Date, the New Share Certificates will be sent to you in accordance with paragraph 4.5 above. In such an event, you will have to make your own arrangements to deposit your shares for trading on SGX-ST if the listing is proceeded with. You will then have to wait for a minimum of 17 market days for your shares to be credited into your securities account before you can trade in such shares.

5. SGX Share Option Plan

- 5.1 The Company proposes to establish and implement the SGX Share Option Plan, with the objective of rewarding eligible persons who have contributed to the success and development of the Company, and for the purpose of attracting, retaining and motivating such eligible persons to achieve higher standards of performance and contribution towards the Company.
- 5.2 It is our current intention, subject to shareholders’ approval at the EGM, to grant options under the SGX Share Option Plan to employees of the Company and its subsidiaries (the “Group”). However, we may decide in the future to grant options to persons other than employees of the Group who are eligible persons, according to the rules of the SGX Share Option Plan. The options are exercisable at a fixed exercise price and will vest according to a vesting schedule.
- 5.3 Accordingly, at the EGM, a resolution will be proposed as an Ordinary Resolution to authorise the Directors to adopt the SGX Share Option Plan and to offer and grant options thereunder, and to allot and issue shares in the capital of the Company pursuant to the exercise of options granted under the SGX Share Option Plan. A summary of the SGX Share Option Plan is set out in Appendix 3 in this Circular and the rules of the SGX Share Option Plan is set out in Appendix 4 in this Circular.

6. Grant of Options under the SGX Share Option Plan at a Discount

- 6.1 Subject to the approval by the shareholders of the SGX Share Option Plan at the EGM, a resolution will be proposed as an Ordinary Resolution to approve the grant of options under the SGX Share Option Plan that have subscription prices which are set at a discount to the market price for shares in the capital of the Company prevailing as at the date of the grant of the respective options, subject to a maximum discount of 20 per cent., in accordance with the rules of the SGX Share Option Plan.
- 6.2 The Board of Directors currently has no intention to grant such options that have subscription prices which are set at a discount to market price under the SGX Share Option Plan even if approval of the shareholders is obtained. However, the Board of Directors believes that the SGX Share Option Plan should provide the Company with the flexibility to grant such options with discounted subscription prices in the future. The Company would then be able to offer competitive compensation and incentive packages so as to attract and retain talent. Further details on the rationale for granting options with subscription prices set at a discount to the market price is set out on pages 47 and 48 of this Circular.

7. Grant of CEO Options

- 7.1 The Company has entered into an employment contract with its chief executive officer, Mr. Thomas A. Kloet, which took effect on April 24, 2000. Under the employment contract, it is provided that, among other things:—
- (a) the Board of Directors granted Mr. Kloet (i) an option, effective on April 24, 2000, to subscribe for such number of shares equivalent to 0.5% of the Company’s issued share capital as of April 24, 2000, at an exercise price per share equal to the offer price under the Offering (the “Offering Price”) and (ii) an option, effective on April 24, 2000, to subscribe for an additional number of shares equivalent to 0.5% of the Company’s issued share capital as of April 24, 2000, at an exercise price per share equal

to 150% of the Offering Price. Each option is equal to 308.35 shares of \$1.00 each prior to giving effect to the Capital Restructuring. If the Offering does not occur by April 24, 2001, the per share exercise price of the shares subject to the options shall be the fair market value, or 150% of the fair market value, as the case may be, of a share as of April 24, 2000; and

- (b) the Board of Directors also agreed to grant, on each of April 24, 2001 and April 24, 2002, options to subscribe for 0.25% of the Company's issued share capital as of the date of the respective grant, at an exercise price per share equal to the fair market value of a share at the date of the grant.

Fair market value is equal to (i) if the shares in the capital of the Company are then listed on the SGX-ST, the average of the last dealt price for a share in the capital of the Company on the SGX-ST for the five consecutive days immediately preceding the date of the grant and (ii) if the shares of the Company are not then listed, at a price to be agreed between Mr. Kloet and the Board of Directors or, failing such agreement, as determined by a reputable investment or merchant bank that is mutually agreed by Mr. Kloet and the Board of Directors or, in the absence of such agreement, as appointed by the Chairman of the Singapore International Arbitration Centre.

- 7.2 The number of shares subject to each option and the exercise prices are subject to adjustment upon certain events, including increases in share capital by reason of the Offering, consolidation or sub-division of the shares, an issue of shares by way of capitalisation of profits or reserve, and a rights offering. As a result, the number of shares subject to the options granted to Mr. Kloet on April 24, 2000 shall be adjusted for the Capital Restructuring and the subscription of shares by SEL Holdings described in paragraphs 2.2 and 2.5 above. In addition, in the event of a consolidation, merger or amalgamation of the Company with another corporation, the Board of Directors may make such arrangements for compensation (such as continuation of the options, options in the surviving corporation or cash payments) as it shall determine, provided that if Mr. Kloet does not agree with such arrangements, the matter shall be determined by a reputable investment or merchant bank mutually agreed by Mr. Kloet and the Board of Directors or, in the absence of such agreement, as appointed by the Chairman of the Singapore International Arbitration Centre.
- 7.3 Each option vests and becomes exercisable 12 months after the date of the grant of the option until ten years from the date of the grant of the option. Options that have not vested on or prior to the termination of employment are forfeited, except that if the employment of Mr. Kloet is terminated without cause or he resigns for good reason (as defined in his employment contract), options that have been granted but have not vested shall become immediately vested and exercisable.
- 7.4 In the event that the shareholders do not approve the foregoing options and there is no subsisting authority under Section 161 of the Companies Act, Chapter 50 of Singapore to the Directors of the Company to allot shares in the capital of the Company on the date on which Mr. Kloet elects to exercise an option (each, the "relevant date"), Mr. Kloet's employment contract provides that the Company shall pay him (a) US\$2 million in respect of the options granted on April 24, 2000 and (b) US\$1.25 million in respect of each of the options to be granted on April 24, 2001 and April 24, 2002. If Mr. Kloet has exercised part of his option on the relevant date, the monetary amount payable to him in each case will be pro-rated so that he will be paid a percentage of the monetary amount corresponding to the percentage borne by his unexercised part of his option to the option granted.
- 7.5 Accordingly, at the EGM, a resolution will be proposed as an Ordinary Resolution to approve the grant of options to Mr. Kloet and the allotment and issue of shares upon the exercise of such options pursuant to his employment contract.

8. Notice of EGM

- 8.1 The EGM, notice of which is set out on pages 69, 70 and 71 of this Circular (the "Notice of EGM"), will be held at Sheraton Towers Singapore, Ballroom 2, Level 2, 39 Scotts Road, Singapore 228230 on

November 1, 2000 at 10:00 a.m. for the purpose of considering and, if thought fit, passing, with or without any amendment, the Special Resolution and Ordinary Resolutions respectively set out in the Notice of EGM.

- 8.2 The Directors are unanimous in their support of all the resolutions that will be proposed at the EGM. They consider all such resolutions to be in the interests of the Company and they recommend that all shareholders of the Company vote in favour of all the resolutions to be proposed at the EGM. The Chief Executive Officer of the Company, Mr. Thomas A. Kloet, is interested in the resolution to approve the CEO Options, and accordingly has abstained from making a recommendation in respect of that resolution.
- 8.3 A Special Resolution will be passed if it is approved by a majority of not less than three-fourths of the votes cast by those shareholders of the Company who are present and voting, either in person or by proxy, at the EGM. An Ordinary Resolution will be passed if it is approved by a majority of more than half of the votes cast by those shareholders of the Company who are present and voting, either in person or by proxy, at the EGM. The quorum at the EGM shall be two or more shareholders present in person or by proxy.
- 8.4 Shareholders of the Company who are unable to attend the EGM and who wish to appoint a proxy to attend and vote on their behalf are requested to complete, sign and return the proxy form attached to this letter in accordance with the instructions printed thereon as soon as possible and in any event, so as to reach the registered office of the Company at 20 Cecil Street, #26-01/08, Singapore Exchange, Singapore 049705 not later than 48 hours before the time appointed for the holding of the EGM. The completion and sending of the proxy form by a shareholder of the Company will not preclude him/her from attending and voting in person at the EGM in place of his/her proxy.

Yours faithfully

For and on behalf of
the Board of Directors

Mr. Joseph Yuvaraj Pillay
Chairman
Singapore Exchange Limited

APPENDIX 1

NEW ARTICLES OF ASSOCIATION

The proposed New Articles are set out below immediately after the following explanatory notes.

Explanatory Notes

1. The New Articles are proposed to be adopted in order for the Company to comply with the listing requirements of the SGX-ST (set out in Appendix 5 of the SGX-ST Listing Manual) in the event that the shares in the capital of the Company are listed on the SGX-ST. Accordingly, certain articles of the New Articles (the “Relevant Articles”) will only apply if and for as long as the shares in the capital of the Company are listed on the SGX-ST. Articles 76 and 78 of the New Articles provide for the voting arrangements that will allow depositors who deposit shares in the capital of the Company with CDP or its nominee to vote at the shareholders’ meetings of the Company if the listing of the shares in the capital of the Company on the SGX-ST is not proceeded with.
2. The Relevant Articles are clearly identified in the New Articles as they are expressly stated to apply only if and for as long as the shares in the capital of the Company are listed on the SGX-ST. In each of the Relevant Articles, it is also expressly provided as to whether it applies in substitution of the existing articles of association of the Company (the “Existing Articles”).
3. For your ease of reference in identifying the differences between those Relevant Articles that substitute the existing articles of association of the Company and the substituted articles themselves, the differences have been underlined in the New Articles below. Underlined words in the Relevant Articles mean that these words have been added to the corresponding articles in the Existing Articles. Underlined and italicised words in the provisions of the Existing Articles mean that these words have been deleted in the corresponding Relevant Articles, as in the case of Articles 18, 37, 39, 40, 44, 49 and 76.
4. All other ancillary and drafting additions that have been made to the Existing Articles are underlined in the New Articles below.

PRELIMINARY

1. The regulations in Table A in the Fourth Schedule to the Companies Act, Chapter 50 (as amended) shall not apply to the Company.
2. In these presents (if not inconsistent with the subject or context) the words and expressions set out in the first column below shall bear the meanings set opposite to them respectively.

“the Act”	The Companies Act, Chapter 50.
“the Company”	Singapore Exchange Limited.
“in writing”	Written or produced by any substitute for writing or partly one and partly another.
<u>“Market Day”</u>	<u>A day on which the SGX-ST is open for trading in securities.</u>
“Month”	Calendar month.
“Office”	The registered office of the Company for the time being.
“Paid”	Paid or credited as paid.
“Seal”	The Common Seal of the Company.
<u>“Securities Account”</u>	<u>The securities account or sub-account maintained by a Depositor with the Depository.</u>

“SGX-ST”

The Singapore Exchange Securities Trading Limited.

“the Statutes”

The Act and every other Act for the time being in force concerning companies and affecting the Company.

“these presents”

These Articles of Association as from time to time altered.

“Year”

Calendar year.

The expression “Secretary” shall include any person appointed by the Directors to perform any of the duties of the Secretary and where two or more persons are appointed to act as Joint Secretaries shall include any one of those persons.

The expressions “Depositor”, “Depository”, “Depository Agent” and “Depository Register” shall have the meanings ascribed to them respectively in the Act.

In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, references in these presents to “holders” of shares or a class of shares shall:—

(a) exclude the Depository except where otherwise expressly provided in these presents or where the term “registered holders” or “registered holder” is used in these presents; and

(b) where the context so requires, be deemed to include references to Depositors whose names are entered in the Depository Register in respect of those shares, and “holding” and “held” shall be construed accordingly.

All such of the provisions of these presents as are applicable to paid-up shares shall apply to stock, and the words “share” and “shareholder” shall be construed accordingly.

Words denoting the singular shall include the plural and *vice versa*. Words denoting the masculine shall include the feminine. Words denoting persons shall include corporations.

Subject as aforesaid any words or expressions defined in the Act shall (if not inconsistent with the subject or context) bear the same meanings in these presents.

A Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these presents.

SHARE CAPITAL

3. The authorised share capital of the Company is \$1,000,000,000 divided into shares of \$1 each.

ISSUE OF SHARES

4. Subject to these presents, no shares may be issued by the Directors without the prior approval of the Company in General Meeting but subject thereto and to any special rights attached to any shares for the time being issued, the Directors may allot and issue shares or grant options over shares or otherwise dispose of the same to such persons on such terms and conditions and for such consideration and at such time and subject or not to the payment of any part of the amount thereof in cash as the Directors may think fit, and any shares may be issued with such preferential, deferred, qualified or special rights, privileges or conditions as the Directors may think fit, and preference shares may be issued which are or at the option of the Company are liable to be redeemed, the terms and manner of redemption being determined by the Directors; Provided always that no shares shall be issued at a discount except in accordance with the Statutes.

- 4A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 4A shall apply in substitution of Article 4 above. Subject to these presents, no shares may be issued by the Directors without the prior approval of the Company in General Meeting but subject thereto and to any special rights attached to any shares for the time being issued, the Directors may allot and issue shares or grant options over shares or otherwise dispose of the same to such persons on such terms and conditions and for such consideration and at such time and subject or not to the payment of any part of the amount thereof in cash as the Directors may think fit, and any shares may be issued with such preferential, deferred, qualified or special rights, privileges or conditions as the Directors may think fit, and preference shares may be issued which are or at the option of the Company are liable to be redeemed, the terms and manner of redemption being determined by the Directors; Provided always that:—
- (a) no shares shall be issued to transfer a controlling interest in the Company without the prior approval of the members in a General Meeting;
 - (b) no shares shall be issued at a discount except in accordance with the Statutes;
 - (c) (subject to any direction to the contrary that may be given by the Company in General Meeting) any issue of shares for cash to members holding shares of any class shall be offered to such members in proportion as nearly as may be to the number of shares of such class then held by them and the provisions of the third sentence of Article 8A(A) with such adaptations as are necessary shall apply; and
 - (d) any other issue of shares, the aggregate of which would exceed the limits referred to in Article 8A(B), shall be subject to the approval of the Company in General Meeting.
5. The Company has power to issue further preference capital ranking equally with, or in priority to, preference shares already issued
- 5A. In the event that the shares of the Company are listed on the SGX-ST and for as long as they are listed on the SGX-ST, this Article 5A shall apply. In the event of preference shares being issued the total nominal value of issued preference shares shall not at any time exceed the total nominal value of the issued ordinary shares and preference shareholders shall have the same rights as ordinary shareholders as regards receiving of notices, reports and balance sheets and attending General Meetings of the Company, and preference shareholders shall also have the right to vote at any meeting convened for the purpose of reducing the capital or winding-up or sanctioning a sale of the undertaking or where the proposal to be submitted to the meeting directly affects their rights and privileges or when the dividend on the preference shares is more than six months in arrear.

VARIATION OF RIGHTS

6. (A) Whenever the share capital of the Company is divided into different classes of shares, subject to the provisions of the Statutes, preference capital other than redeemable preference capital may be repaid and the special rights attached to any class may be varied or abrogated either with the consent in writing of the holders of three-quarters in nominal value of the issued shares of the class or with the sanction of a Special Resolution passed at a separate General Meeting of the holders of the shares of the class (but not otherwise) and may be so repaid, varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate General Meeting all the provisions of these presents relating to General Meetings of the Company and to the proceedings thereat shall *mutatis mutandis* apply, except that the necessary quorum shall be two persons at least holding or representing by proxy at least one-third in nominal value of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll and that every such holder shall on a poll have one vote for every share of the class held by him, Provided always that where the necessary majority for such a Special Resolution is not obtained at such General Meeting, consent in writing if obtained from the holders of three-quarters in nominal value of the issued shares of the class concerned within two months

of such General Meeting shall be as valid and effectual as a Special Resolution carried at such General Meeting. The foregoing provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied.

(B) The special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto.

ALTERATION OF SHARE CAPITAL

7. The Company may from time to time by Ordinary Resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.

8. Except so far as otherwise provided by the conditions of issue or by these presents, all new shares shall be subject to the provisions of the Statutes and of these presents with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

8A. (A) In the event that the shares of the Company are listed on the SGX-ST and for as long as they are listed on the SGX-ST, this Article 8A(A) shall apply. Subject to any direction to the contrary that may be given by the Company in General Meeting or except as permitted under the SGX-ST's listing rules, all new shares shall before issue be offered to such persons as at the date of the offer are entitled to receive notices from the Company of General Meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article 8A(A).

(B) In the event that the shares of the Company are listed on the SGX-ST, and for so long as they are listed on the SGX-ST, this Article 8A(B) shall apply. Notwithstanding Article 8A(A), the Company may by Ordinary Resolution in General Meeting give to the Directors a general authority, either unconditionally or subject to such conditions as may be specified in the Ordinary Resolution, to issue shares (whether by way or rights, bonus or otherwise) where:—

(a) the aggregate number of shares to be issued pursuant to such authority does not exceed 50 per cent. (or such other limit as may be prescribed by the SGX-ST) of the issued share capital of the Company for the time being, of which the aggregate number of shares to be issued other than on a *pro rata* basis to shareholders of the Company does not exceed 20 per cent. (or such other limit as may be prescribed by the SGX-ST) of the issued share capital of the Company for the time being; and

(b) unless previously revoked or varied by the Company in General Meeting, such authority to issue shares does not continue beyond the conclusion of the Annual General Meeting of the Company next following the passing of the Ordinary Resolution or the date by which such Annual General Meeting is required to be held, or the expiration of such other period as may be prescribed by the Statutes (whichever is the earliest).

9. The Company may by Ordinary Resolution:

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

- (b) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person and diminish the amount of its capital by the amount of the shares so cancelled;
 - (c) subdivide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Statutes), and so that the resolution whereby any share is subdivided may determine that, as between the holders of the shares resulting from such subdivision, one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights, or be subject to any such restrictions, as the Company has power to attach to unissued or new shares; and
 - (d) subject to the provisions of the Statutes, convert any class of shares into any other class of shares.
10. (A) The Company may, subject to and in accordance with the Statutes, purchase or otherwise acquire ordinary shares in the issued share capital of the Company on such terms and in such manner as the Company may from time to time think fit. If required by the Act, any share that is so purchased or acquired by the Company shall be deemed to be cancelled immediately on purchase or acquisition. On the cancellation of a share as aforesaid, the rights and privileges attached to that share shall expire. In any other instance, the Company may deal with any such share which is so purchased or acquired by it in such manner as may be permitted by, and in accordance with, the Act.
- (B) The Company may reduce its share capital or any capital redemption reserve fund, share premium account or other undistributable reserve in any manner and with and subject to any incident authorised and consent required by law. Without prejudice to the generality of the foregoing, upon cancellation of a share purchased or otherwise acquired by the Company pursuant to these presents and the Statutes, the nominal amount of the issued share capital of the Company shall be diminished by the nominal amount of the share so cancelled.

SHARES

11. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these presents or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the person entered in the Register of Members as the registered holder thereof.
- 11A. In the event that the shares of the Company are listed on the SGX-ST and for as long as they are listed on the SGX-ST, this Article 11A shall apply in substitution of Article 11 above. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these presents or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the person (other than the Depository) entered in the Register of Members as the registered holder thereof or (as the case may be), the person whose name is entered in the Depository Register in respect of that share.
12. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, any share in the Company may be issued with such preferred, deferred or other special rights, or subject to such restrictions, whether as regards dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination, as the Directors may determine) and subject to the provisions of the Statutes the Company may issue preference shares which are, or at the option of the Company are liable, to be redeemed.

13. Subject to the provisions of these presents and of the Statutes relating to authority, pre-emption rights and otherwise and of any resolution of the Company in General Meeting passed pursuant thereto, all unissued shares shall be at the disposal of the Directors and they may allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of them to such persons, at such times and on such terms as they think proper.
14. The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent thereby permitted provided that the rate or amount of the commissions paid or agreed to be paid shall be disclosed in the manner required by the Statutes. Such commissions may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
15. The Directors may, at any time after the allotment of any share but before any person has been entered in the Register of Members as the holder recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose
- 15A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 15A shall apply in substitution of Article 15 above. Subject to the terms and conditions of any application for shares, the Directors shall allot shares applied for within ten Market Days of the closing date (or such other period as may be approved by any stock exchange upon which shares of the Company may be listed) of any such application. The Directors may, at any time after the allotment of any share but before any person has been entered in the Register of Members as the holder or (as the case may be) before that share is entered against the name of a Depositor in the Depository Register, recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.

SHARE CERTIFICATES

16. Every share certificate shall be issued under the Seal and shall specify the number and class of shares to which it relates and the amount paid up thereon and shall bear the autographic or facsimile signatures of one Director and the Secretary or a second Director or some other person appointed by the Directors. The facsimile signatures may be reproduced by mechanical, electronic or other method approved by the Directors. No certificate shall be issued representing shares of more than one class.
17. Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint tenants with benefit of survivorship subject to the following provisions:
- (a) the Company shall not be bound to register more than three persons as the registered joint holders of any share, except in the case of executors or trustees of a deceased shareholder;
 - (b) the joint holders of a share shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such share;
 - (c) on the death of any one of such joint holders the survivor or survivors shall be the only person or persons recognised by the Company as having any title to such share but the Directors may require such evidence of death as they may deem fit; and
 - (d) in the case of a share registered jointly in the names of several persons the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to any one of the registered joint holders shall be sufficient delivery to all.
18. Subject to the payment of all or any part of the stamp duty payable (if any) on each share certificate prior to the delivery thereof which the Directors in their absolute discretion may require, every person whose

name is entered as a member in the Register of Members shall be entitled within two months after allotment or within one month after the lodgement of a registrable transfer to one certificate for all his shares of any one class or several certificates in reasonable denominations each for a part of the shares so allotted or transferred. Where such a member transfers part only of the shares comprised in a certificate or where such a member requires the Company to cancel any certificate or certificates and issue new certificates for the purpose of subdividing his holding in a different manner the old certificate or certificates shall be cancelled and a new certificate or certificates for the balance of such shares issued in lieu thereof and such member shall pay all or any part of the stamp duty payable (if any) on each share certificate prior to the delivery thereof which the Directors in their absolute discretion may require and a maximum fee of \$2 for each new certificate or such other fee as the Directors may from time to time determine.

18A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 18A shall apply in substitution of Article 18 above. Subject to the payment of all or any part of the stamp duty payable (if any) on each share certificate prior to the delivery thereof which the Directors in their absolute discretion may require, every person whose name is entered as a member in the Register of Members shall be entitled to receive, within ten Market Days of the closing date of any application of shares (or such other period as may be approved by the stock exchange upon which shares of the Company may be listed) or within 15 Market Days after the date of lodgement of a registrable transfer (or such other period as may be approved by any stock exchange upon which shares of the Company may be listed), one certificate for all his shares of any one class or several certificates in reasonable denominations each for a part of the shares so allotted or transferred. Where such a member transfers part only of the shares comprised in a certificate or where such a member requires the Company to cancel any certificate or certificates and issue new certificates for the purpose of subdividing his holding in a different manner, the old certificate or certificates shall be cancelled and a new certificate or certificates for the balance of such shares issued in lieu thereof and such member shall pay all or any part of the stamp duty payable (if any) on each share certificate prior to the delivery thereof which the Directors in their absolute discretion may require and a maximum fee of \$2 for each new certificate or such other fee as the Directors may from time to time determine having regard to any limitation thereof as may be prescribed by any stock exchange upon which shares of the Company may be listed.

19. Where some only of the shares comprised in a share certificate are transferred the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu upon the payment of a maximum fee of \$2 for each new certificate or such other fee as the Directors may from time to time determine.

19A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, Article 19 above shall be deleted in its entirety.

20. (A) Any two or more certificates representing shares of any one class held by any person whose name is entered in the Register of Members may at his request be cancelled and a single new certificate for such shares issued in lieu without charge.

(B) If any person whose name is entered in the Register of Members shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Directors may, if they think fit, comply with such request. Such person shall, unless such fee is waived by the Directors, pay a maximum fee of \$2 for each share certificate issued in lieu of a share certificate surrendered for cancellation or such other fee as the Directors may from time to time determine.

(C) Subject to the provisions of the Statutes, if any share certificate shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a letter of indemnity (if required) being given by the shareholder, transferee, person entitled or purchaser, as the Directors of the Company shall require, and (in case of defacement or wearing out) on delivery up of the old certificate and in any case on payment of such sum not exceeding \$2 as the Directors may from time to time require together

with the amount of the proper duty with which such share certificate is chargeable under any law for the time being in force relating to stamps. In the case of destruction, loss or theft, a shareholder or person entitled to whom such renewed certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss.

(D) In the case of shares registered jointly in the names of several persons any such request may be made by any one of the registered joint holders.

20A. (A) In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 20A(A) shall apply in substitution of Article 20(B) above. If any person whose name is entered in the Register of Members shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Directors may, if they think fit, comply with such request. Such person shall, unless such fee is waived by the Directors, pay a maximum fee of \$2 for each share certificate issued in lieu of a share certificate surrendered for cancellation or such other fee as the Directors may from time to time determine and having regard to any limitation thereof as may be prescribed by any stock exchange upon which shares of the Company may be listed.

(B) In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 20A(B) shall apply in substitution of Article 20(C) above. Subject to the provisions of the Statutes, if any share certificate shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a letter of indemnity (if required) being given by the shareholder, transferee, person entitled or purchaser, member firm or member company of any stock exchange upon which shares of the Company may be listed or on behalf of its or their client or clients as the Directors of the Company shall require, and (in case of defacement or wearing out) on delivery up of the old certificate and in any case on payment of such sum not exceeding \$1 as the Directors may from time to time require together with the amount of the proper duty with which such share certificate is chargeable under any law for the time being in force relating to stamps. In the case of destruction, loss or theft, a shareholder or person entitled to whom such renewed certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss.

CALLS ON SHARES

21. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or, when permitted, by way of premium) but subject always to the terms of issue of such shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be made payable by instalments.
22. Each member shall (subject to receiving at least 14 days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. A call may be revoked or postponed as the Directors may determine.
23. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding 10 per cent. per annum) as the Directors determine but the Directors shall be at liberty in any case or cases to waive payment of such interest wholly or in part.
24. Any sum (whether on account of the nominal value of the share or by way of premium) which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of

these presents be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In case of non-payment all the relevant provisions of these presents as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

25. No member shall be entitled to receive any dividend or vote at any meeting or upon a poll, until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).
26. The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.
27. The Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the shares held by him and such payment in advance of calls shall extinguish *pro tanto* the liability upon the shares in respect of which it is made and upon the money so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate (not exceeding eight per cent. per annum) as the member paying such sum and the Directors may agree. Capital paid on shares in advance of calls shall not while carrying interest confer a right to participate in profits.

FORFEITURE AND LIEN

28. If a member fails to pay in full any call or instalment of a call on the due date for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued thereon and any expenses incurred by the Company by reason of such non-payment.
29. The notice shall name a further day (not being less than 14 days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call has been made will be liable to be forfeited.
30. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.
31. A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Directors shall think fit and at any time before a sale, re-allotment or disposition the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer or effect the transfer of a forfeited or surrendered share to any such other person as aforesaid.
32. A member whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares with interest thereon at 10 per cent. per annum (or such lower rate as the Directors may determine) from the date of forfeiture or surrender until payment and the Directors may at their absolute discretion enforce payment without any allowance for the value of the shares at that time of forfeiture or surrender or waive payment in whole or in part.

33. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share and for all moneys as the Company may be called upon by law to pay in respect of the shares of the member or deceased member. The Directors may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Article.
34. The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of 14 days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.
35. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities and any residue shall be paid to the person entitled to the shares at the time of the sale or to his executors, administrators or assignees or as he may direct. For the purpose of giving effect to any such sale the Directors may authorise some person to transfer or effect the transfer of the shares sold to the purchaser.
36. A statutory declaration in writing that the declarant is a Director or Secretary of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together (where the same be required) with the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the share shall be registered in the name of the person to whom the share is sold, re-allotted or disposed of in respect of the share so sold, re-allotted or disposed of. Such person shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.
- 36A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 36A shall apply in substitution of Article 36 above. A statutory declaration in writing that the declarant is a Director or Secretary of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together (where the same be required) with the share certificate delivered to a purchaser (or where the purchaser is a Depositor, to the Depository) or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the share shall be registered in the name of the person to whom the share is sold, re-allotted or disposed of or, where such person is a Depositor, the Company shall procure that his name be entered in the Depository Register in respect of the share so sold, re-allotted or disposed of. Such person shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

37. Subject to the restrictions of these presents, any member may transfer all or any of his shares, but every transfer must be in writing and in the usual common form, or in any other form which the Directors may approve. The instrument of transfer of any share shall be signed by or on behalf of both the transferor and the transferee and be witnessed, Provided that an instrument of transfer in respect of which the transferee

is the Depository shall be effective although not signed or witnessed by or on behalf of the Depository. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register of Members in respect thereof.

- 37A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 37A shall apply in substitution of Article 37 above. All transfers of the legal title in shares may be affected by the registered holders thereof by transfer in writing in the form for the time being approved by any stock exchange upon which shares of the Company may be listed or in any other form acceptable to the Directors. The instrument of transfer of any share shall be signed by or on behalf of both the transferor and the transferee and be witnessed, Provided that an instrument of transfer in respect of which the transferee is the Depository shall be effective although not signed or witnessed by or on behalf of the Depository. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register of Members in respect thereof.
38. The Register of Members may be closed at such times and for such period as the Directors may from time to time determine, provided always that such Register shall not be closed for more than 30 days in any year.
- 38A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 38A shall apply in substitution of Article 38 above. The Register of Members may be closed at such times and for such period as the Directors may from time to time determine, provided always that such Register shall not be closed for more than 30 days in any year, Provided always that the Company shall give prior notice of such closure as may be required to any stock exchange upon which shares of the Company may be listed, stating the period and purpose or purposes for which the closure is made.
39. (A) Except where:—
- (a) a transfer is to be made by a Present Member to another Present Member;
 - (b) a transfer is to be made by a member at a purchase price of more than \$5,000 per share; or
 - (c) a transfer is to be made by SEL Holdings Pte Ltd,
- (in each of which cases this Article 39(A) shall not apply) no member shall transfer any shares held by him, or otherwise sell, dispose of or deal with all or any part of his interest in such shares, during the period:—
- (i) commencing on the transfer date (as that term is defined in The Exchanges (Demutualisation and Merger) Act 1999 (Act No. 27 of 1999) (hereinafter called the “Transfer Date”); and
 - (ii) ending on the earlier of (1) the date falling eighteen months after the Transfer Date and (2) the date of the first notice in writing made by the Minister for Finance pursuant to section 8(2) of The Exchanges (Demutualisation and Merger) Act 1999 (Act No. 27 of 1999).
- (B) For the purposes of Article 39(A), the term “Present Member” shall mean any member who is allotted shares in the capital of the Company pursuant to section 6 of The Exchanges (Demutualisation and Merger) Act 1999 (Act No. 27 of 1999).
- (C) The Directors may in their sole discretion decline to register any transfer of shares upon which the Company has a lien and in the case of shares not fully paid up may refuse to register a transfer to a transferee of whom they do not approve, Provided always that in the event of the Directors refusing to register a transfer of shares, they shall within one month beginning with the date on which the application for a transfer of shares was made, serve a notice in writing to the applicant stating the facts which are considered to justify the refusal as required by the Statutes.
- 39A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 39A shall apply in substitution of Article 39 above. There shall be no restriction

on the transfer of fully paid-up shares (except where required by law, the listing rules of any stock exchange upon which shares of the Company may be listed or the rules and/or bye-laws governing any stock exchange upon which shares of the Company may be listed) but the Directors may in their sole discretion decline to register any transfer of shares upon which the Company has a lien and in the case of shares not fully paid up may refuse to register a transfer to a transferee of whom they do not approve, Provided always that in the event of the Directors refusing to register a transfer of shares, they shall within ten Market Days beginning with the date on which the application for a transfer of shares was made, serve a notice in writing to the applicant stating the facts which are considered to justify the refusal as required by the Statutes.

40. The Directors may in their sole discretion refuse to register any instrument of transfer unless:
- (a) all or any part of the stamp duty (if any) payable on each share certificate and such fee not exceeding \$2 as the Directors may from time to time require, is paid to the Company in respect thereof;
 - (b) the instrument of transfer is deposited at the Office or at such other place (if any) as the Directors may appoint accompanied by the certificates of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and, if the instrument of transfer is executed by some other person on his behalf, the authority of the person so to do;
 - (c) the instrument of transfer is in respect of only one class of shares;
 - (d) the amount of the proper duty with which each share certificate to be issued in consequence of the registration of such transfer is chargeable under any law for the time being in force relating to stamps is tendered; *and*
 - (e) the instrument of transfer has a declaration attached to it duly made by or on behalf of the transferee stating:—
 - (i) the extent of the transferee's interest, directly or indirectly, in the issued share capital of the Company as at the date of the declaration;
 - (ii) such particulars of the interest in the shares comprised in such instrument of transfer as would otherwise have to be given under the provisions of sub-paragraph (i); and
 - (iii) such other information as may be required by the Directors or by any regulatory authority.
- 40A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 40A shall apply in substitution of Article 40 above. The Directors may in their sole discretion refuse to register any instrument of transfer unless:
- (a) all or any part of the stamp duty (if any) payable on each share certificate and such fee not exceeding \$2 as the Directors may from time to time require, is paid to the Company in respect thereof;
 - (b) the instrument of transfer is deposited at the Office or at such other place (if any) as the Directors may appoint accompanied by the certificates of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and, if the instrument of transfer is executed by some other person on his behalf, the authority of the person so to do;
 - (c) the instrument of transfer is in respect of only one class of shares; and
 - (d) the amount of the proper duty with which each share certificate to be issued in consequence of the registration of such transfer is chargeable under any law for the time being in force relating to stamps is tendered.

41. The Directors may at any other time require a member or the holder of securities convertible into or giving the right to the holders thereof to subscribe for shares in the capital of the Company to submit a declaration or further declaration or furnish evidence or information for the purpose of ascertaining or verifying the interests of the member or holder in shares in the Company or matters related thereto.
- 41A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, Article 41 above shall be deleted in its entirety.
42. The Directors may, in their sole discretion, refuse to register any transfer of shares if, *inter alia*, such transfer is made to a corporation, individual or other legal entity who, in the opinion of the Directors, will hold the shares as a nominee, unless such holding as nominee shall be approved by the Directors.
- 42A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, Article 42 above shall be deleted in its entirety.
43. Any resolution or determination of, or decision or exercise of any discretion or power by, the Directors or any Director or under or pursuant to the provisions of Articles 40 to 42 shall be final and conclusive; and any disposal or transfer made, or other thing done, by or on behalf of, or on the authority of, the Directors or any Director pursuant to the foregoing provisions of Articles 40 to 42 shall be conclusive and binding on all persons concerned and shall not be open to challenge, whether as to its validity or otherwise on any ground whatsoever. The Directors shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with Articles 40 to 42.
- 43A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, Article 43 above shall be deleted in its entirety.
44. If the Directors shall refuse to register any transfer of any share, they shall within one month after the date on which the application for transfer was lodged with the Company serve on the transferor and the transferee a notice in writing stating the reasons justifying the refusal to transfer and a notice of refusal as required by the Statutes.
- 44A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 44A shall apply in substitution of Article 44 above. If the Directors shall refuse to register any transfer of any share, they shall within ten Market Days after the date on which the application for transfer was lodged with the Company serve on the transferor and the transferee a notice in writing stating the reasons justifying the refusal to transfer and a notice of refusal as required by the Statutes.
45. All instruments of transfer which are registered may be retained by the Company.
46. There shall be paid to the Company in respect of the registration of any instrument of transfer or probate or letters of administration or certificate of marriage or death or stop notice or power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register of Members affecting the title to any shares such fee not exceeding \$2 as the Directors may from time to time require or prescribe.
47. The Company shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address at any time after the expiration of six years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of six years from the date of the cancellation thereof and it shall conclusively be presumed in favour of the Company that every entry in the Register of Members purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so

destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company; Provided always that:

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (b) nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Article; and
- (c) references herein to the destruction of any document include references to the disposal thereof in any manner.

TRANSMISSION OF SHARES

48. (A) In the case of the death of a member whose name is entered into the Register of Members, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only person(s) recognised by the Company as having any title to his interest in the shares.
- (B) Nothing in this Article shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.
- (C) In the event that the shares of the Company are listed on the SGX-ST and for as long as they are listed on the SGX-ST, this Article 48(C) shall apply. In the case of the death of a member who is a Depositor, the survivors or survivor where the deceased is a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder and where such executors or administrators are entered in the Depository Register in respect of any shares of the deceased member, shall be the only person(s) recognised by the Company as having any title to his interest in the shares.
49. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may (subject as hereinafter provided) upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share either be registered himself as holder of the share upon giving to the Company notice in writing of such his desire or transfer such share to some other person. All the limitations, restrictions and provisions of these presents relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer executed by such member.
- 49A. In the event that the shares of the Company are listed on the SGX-ST and for as long as they are listed on the SGX-ST, this Article 49A shall apply in substitution of Article 49 above. Any person becoming entitled to the legal title in a share in consequence of the death or bankruptcy of a person whose name is entered into the Register of Members may (subject as hereinafter provided) upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share either be registered himself as holder of the share upon giving to the Company notice in writing of such his desire or transfer such share to some other person. All the limitations, restrictions and provisions of these presents relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer executed by such member.
50. Save as otherwise provided by or in accordance with these presents, a person becoming entitled to a share pursuant to Article 48(A) or Article 49 (upon supplying to the Company such evidence as the Directors

may reasonably require to show his title to the share) shall be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect thereof (except with the authority of the Directors) to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a member of the share.

- 50A. In the event that the shares of the Company are listed on the SGX-ST and for as long as they are listed on the SGX-ST, this Article 50A shall apply in substitution of Article 50 above. Save as otherwise provided by or in accordance with these presents, a person becoming entitled to a share pursuant to Article 48(A) or Article 49A (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect thereof (except with the authority of the Directors) to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a member in the Register of Members or his name shall have been entered in the Depository Register in respect of the share.

STOCK

51. The Company may from time to time by Ordinary Resolution convert any paid-up shares into stock and may from time to time by like resolution reconvert any stock into paid-up shares of any denomination.
52. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same Articles as and subject to which the shares from which the stock arose might previously to conversion have been transferred (or as near thereto as circumstances admit) but no stock shall be transferable except in such units (not being greater than the nominal amount of the shares from which the stock arose) as the Directors may from time to time determine.
53. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividend, return of capital, voting and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except as regards participation in the profits or assets of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such privilege or advantage; and no such conversion shall affect or prejudice any preference or other special privileges attached to the shares so converted.

GENERAL MEETINGS

54. An Annual General Meeting shall be held once in every year, at such time (within a period of not more than 15 months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. All other General Meetings shall be called Extraordinary General Meetings.
55. The Directors may whenever they think fit, and shall on requisition in accordance with the Statutes, proceed with proper expedition to convene an Extraordinary General Meeting.

NOTICE OF GENERAL MEETINGS

56. Any General Meeting at which it is proposed to pass a Special Resolution or (save as provided by the Statutes) a resolution of which special notice has been given to the Company, shall be called by 21 days' notice in writing at the least and an Annual General Meeting and any other Extraordinary General Meeting by 14 days' notice in writing at the least. The period of notice shall in each case be exclusive of the day on which it is served or deemed to be served and of the day on which the meeting is to be held and shall be given in the manner hereinafter mentioned to all members other than such as are not under the

provisions of these presents entitled to receive such notices from the Company; Provided that a General Meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed:

- (a) in the case of an Annual General Meeting by all the members entitled to attend and vote thereat; and
- (b) in the case of an Extraordinary General Meeting by a majority in number of the members having a right to attend and vote thereat, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right;

Provided also that the accidental omission to give notice to or the non-receipt of notice by any person entitled thereto shall not invalidate the proceedings at any General Meeting. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, at least 14 days' notice of any General Meeting shall be given by advertisement in the daily press and in writing to any stock exchange upon which shares of the Company may be listed.

- 57. (A) Every notice calling a General Meeting shall specify the place, day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not be a member of the Company.
- (B) In the case of an Annual General Meeting, the notice shall also specify the meeting as such.
- (C) In the case of any General Meeting at which business other than routine business is to be transacted, the notice shall specify the general nature of such business; and if any resolution is to be proposed as a Special Resolution, the notice shall contain a statement to that effect.
- 58. Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:
 - (a) declaring dividends;
 - (b) receiving and adopting the accounts, the reports of the Directors and Auditors and other documents required to be attached or annexed to the accounts;
 - (c) appointing or re-appointing Directors to fill vacancies arising at the meeting on retirement whether by rotation or otherwise;
 - (d) re-appointing the retiring Auditors (unless they were last appointed otherwise than by the Company in General Meeting);
 - (e) fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed; and
 - (f) fixing the remuneration of the Directors proposed to be paid under Article 86 or Article 86A.
- 59. Any notice of a General Meeting to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution on the Company in respect of such special business.

PROCEEDINGS AT GENERAL MEETINGS

- 60. The Chairman of the Board of Directors, failing whom the Deputy Chairman, shall preside as chairman at a General Meeting. If there be no such Chairman or Deputy Chairman, or if at any meeting neither be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number (or, if no Director be present or if all the Directors present decline to take the chair, the members present shall choose one of their number) to be chairman of the meeting.

61. No business other than the appointment of a chairman shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Save as herein otherwise provided, the quorum at any General Meeting shall be two or more members present in person or by proxy.
62. If within 30 minutes from the time appointed for a General Meeting (or such longer interval as the chairman of the meeting may think fit to allow) a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week (or if that day is a public holiday then to the next business day following that public holiday) at the same time and place or such other day, time or place as the directors may by not less than 10 days' notice appoint. At any adjourned meeting any one or more members present in person or by proxy shall be a quorum.
63. The chairman of any General Meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time (or *sine die*) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned *sine die*, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for 30 days or more or *sine die*, not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting.
64. Save as hereinbefore expressly provided, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
65. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a Special Resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.
66. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:
- (a) the chairman of the meeting; or
 - (b) not less than two members present in person or by proxy and entitled to vote; or
 - (c) a member present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
 - (d) a member present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid on all the shares conferring that right;

Provided always that no poll shall be demanded on the choice of a chairman or on a question of adjournment.

67. A demand for a poll may be withdrawn only with the approval of the meeting. Unless a poll is required a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is required, it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
68. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.

69. A poll demanded on any question shall be taken either immediately or at such subsequent time (not being more than 30 days from the date of the meeting) and place as the chairman may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

VOTES OF MEMBERS

70. Subject and without prejudice to any special privileges or restrictions as to voting for the time being attached to any special class of shares for the time being forming part of the capital of the Company, each member entitled to vote may vote in person or by proxy. On a show of hands every member who is present in person or by proxy shall have one vote and on a poll, every member who is present in person or by proxy shall have one vote for every share which he holds or represents.
- 70A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 70A shall apply in substitution of Article 70 above. Each member who is a holder of ordinary shares in the capital of the Company shall be entitled to be present at any General Meeting. Subject and without prejudice to any special privileges or restrictions as to voting for the time being attached to any special class of shares for the time being forming part of the capital of the Company, each member entitled to vote may vote in person or by proxy. On a show of hands, every member who is present in person or by proxy shall have one vote (provided that in the case of a member who is represented by two proxies, only one of the two proxies as determined by that member or, failing such determination, by the Chairman of the meeting (or by a person authorised by him) in his sole discretion shall be entitled to vote on a show of hands) and on a poll, every member who is present in person or by proxy shall have one vote for every share which he holds or represents. For the purpose of determining the number of votes which a member, being a Depositor, or his proxy may cast at any General Meeting on a poll, the reference to shares held or represented shall, in relation to shares of that Depositor, be the number of shares entered against his name in the Depository Register as at 48 hours before the time of the relevant General Meeting as certified by the Depository to the Company.
71. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members in respect of the share.
- 71A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 71A shall apply in substitution of Article 71 above. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members (or as the case may be) the Depository Register in respect of the share.
72. Where in Singapore or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such receiver or other person on behalf of such member to vote in person or by proxy at any General Meeting or to exercise any other right conferred by membership in relation to meetings of the Company.
73. No member shall, unless the Directors otherwise determine, be entitled in respect of shares held by him to vote at a General Meeting either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company if any call or other sum presently payable by him to the Company in respect of such shares remains unpaid.

74. No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
75. On a poll, votes may be given either personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
76. (A) A member may appoint not more than two proxies to attend and vote at the same General Meeting. Provided that if the member is the Depository or its nominee:—
- (a) the Depository or its nominee may appoint more than two proxies to attend and vote at the same meeting;
 - (b) the Company shall be entitled and bound:—
 - (i) to reject any instrument of proxy lodged if the proxy first named in that instrument, being the Depositor, is not shown, in the records of the Depository as at 48 hours before the time of the relevant General Meeting supplied by the Depository to the Company, to have any shares credited to a Securities Account; and
 - (ii) notwithstanding the proportion of shareholding specified in an instrument of proxy pursuant to Article 76(B) below, on a poll, to accept as validly cast by a proxy appointed by the Depository or its nominee, votes in respect of a number of shares not greater than the number of shares credited to the Securities Account of the relevant Depositor, as shown in the records of the Depository as at 48 hours before the time of the relevant General Meeting supplied by the Depository to the Company, whether that number is greater or smaller than the proportion so specified; and
 - (c) the Company shall accept as valid in all respects the form of proxy approved by the Depository (the “CDP Proxy Form”) for use at the date relevant to the General Meeting in question notwithstanding that the same permits the Depositor concerned to nominate a person or persons other than himself as the proxy or proxies of the Depository or its nominee. The Company shall be entitled and bound, in determining rights to vote and other matters in respect of a completed CDP Proxy Form submitted to it, to have regard to the instructions given by and the notes (if any) set out in the CDP Proxy Form.
- (B) In any case, where a form of proxy appoints more than one proxy (including the case where such appointment results from a nomination by a Depositor), the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy.
- (C) The Company shall be entitled and bound, in determining rights to vote and other matters in respect of a completed instrument of proxy submitted to it, to have regard to the instructions (if any) given by and the notes (if any) set out in the instrument of proxy.
- (D) In any case where a form of proxy appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy.
- 76A. (A) In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 76A(A) shall apply in substitution of Article 76(A) above. A member may appoint not more than two proxies to attend and vote at the same General Meeting. Provided that if the member is a Depositor, the Company shall be entitled and bound:—
- (a) to reject any instrument of proxy lodged if the Depositor is not shown to have any shares entered against his name in the Depository Register as at 48 hours before the time of the relevant General Meeting as certified by the Depository to the Company; and

(b) to accept as the maximum number of votes which in aggregate the proxy or proxies appointed by the Depositor is or are able to cast on a poll a number which is the number of shares entered against the name of that Depositor in the Depository Register as at 48 hours before the time of the relevant General Meeting as certified by the Depository to the Company, whether that number is greater or smaller than the number specified in any instrument of proxy executed by or on behalf of that Depositor.

77. A proxy need not be a member of the Company.

78. (A) An instrument appointing a proxy shall be in writing in any usual or common form (including any form approved from time to time by the Depository) or in any other form which the Directors may approve and:

(a) in the case of an individual, shall be signed by the appointor or his attorney; and

(b) in the case of a corporation, shall be either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation or, in the case of the Depository or its nominee, signed by its duly authorised officer by some method or system of mechanical signature as the Depository or its nominee may deem appropriate.

(B) The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointor (which shall, for the purposes of this Article 78(B), include a Depositor) by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to the next following Article, failing which the instrument may be treated as invalid.

79. An instrument appointing a proxy must be left at such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, at the Office) not less than 48 hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used, and in default shall not be treated as valid. The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates; Provided that an instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates.

80. An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll, to move any resolution or amendment thereto and to speak at the meeting.

81. A vote cast by proxy shall not be invalidated by the previous death or insanity of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office at least one hour before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

CORPORATIONS ACTING BY REPRESENTATIVES

82. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purposes of these presents be deemed to be present in person at any such meeting if a person so authorised is present thereat.

DIRECTORS

83. The Directors, all of whom shall be natural persons, shall not be less than two or more than thirteen in number.

84. (A) The Board of Directors shall appoint from their body a committee of not less than four persons (or such other number as may be determined by the Monetary Authority of Singapore) to be known as the “Nominating Committee”. The Chief Executive Officer (or such other designation by which a person acting in that capacity is known) for the time being of the Company shall not be a member of the Nominating Committee.

(B) All appointments to the Nominating Committee shall be subject to the prior approval of the Monetary Authority of Singapore.

(C) A member of the Nominating Committee shall hold office until the next Annual General Meeting following that member’s appointment and may, subject to the prior approval of the Monetary Authority of Singapore, be re-appointed to such office.

(D) Where, by virtue of any vacancy in the membership of the Nominating Committee for any reason, the number of members of the Nominating Committee is reduced to less than the number referred to, or determined in accordance with, paragraph (A) above, the Board of Directors shall within 3 months thereafter appoint such number of new members to the Nominating Committee to satisfy the requirements in paragraph (A) above.

(E) Any new member appointed under paragraph (D) above shall hold office for the remainder of the term of office of the member of the Nominating Committee in whose place he is appointed.

(F) The Nominating Committee shall identify candidates and review all nominations, whether by any Director, member or otherwise, for the appointment or re-appointment of:—

- (a) members of the Board of Directors; and
- (b) the Chief Executive Officer (or such other designation by which a person acting in that capacity is known) of the Company.

The other functions and duties of the Nominating Committee shall be as determined by the Monetary Authority of Singapore.

(G) The Nominating Committee shall determine the criteria for identifying candidates and reviewing nominations for the appointments referred to in paragraph (F) above.

(H) The criteria, referred to in paragraph (G) above, shall include the following:—

- (a) the Board of Directors shall comprise a majority of Singapore citizens or permanent residents of Singapore;
- (b) not more than half in number of the members of the Board of Directors shall be:—
 - (i) executive Directors of the Company or any related corporation;
 - (ii) a spouse, parent, brother, sister, son or adopted son or daughter or adopted daughter of an executive Director of the Company or of any related corporation; or
 - (iii) any person having a relationship which, in the opinion of the Nominating Committee, would or is likely to interfere with the exercise of independent judgment by a person for the purposes of carrying out the functions of a Director; and
- (c) the candidate shall be a fit and proper person to hold such office, and the most qualified candidate nominated for the office, taking into account the candidate’s track record, age, experience, capabilities and other relevant factors.

(I) The Nominating Committee shall elect from among their number a Chairman. The Nominating Committee may regulate its own procedures and in particular the calling of meetings, the notice to be given of such meetings, the voting and proceedings thereat, the keeping of minutes and the custody, production and inspection of such minutes. The Company shall maintain records of the deliberations and proceedings of the Nominating Committee, and shall produce these records to the Monetary Authority of Singapore forthwith upon request.

(J) For the purposes of this Article 84, a person shall be an “executive Director” of a company if he is an employee of, or holds any other office of profit in, the company or any subsidiary or associated company of that company in conjunction with his office of Director of any such company.”

85. A Director shall not be required to hold any shares of the Company by way of qualification. A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at General Meetings.
86. The ordinary remuneration of the Directors shall from time to time be determined by an Ordinary Resolution of the Company, and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree, or failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office.
- 86A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 86A shall apply in substitution of Article 86 above. The ordinary remuneration of the Directors shall from time to time be determined by an Ordinary Resolution of the Company, shall not be increased except pursuant to an Ordinary Resolution passed at a General Meeting where notice of the proposed increase shall have been given in the notice convening the General Meeting and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree, or failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office.
87. Any Director who holds any executive office, or who serves on any committee of the Directors, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine.
- 87A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 87A shall apply. The remuneration (including any remuneration under Article 87 above) in the case of a Director other than an executive Director shall be payable by a fixed sum and shall not at any time be by commission on or percentage of the profits or turnover, and no Director whether an executive Director or otherwise shall be remunerated by a commission on or percentage of turnover.
88. The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors or of any committee of the Directors or General Meetings or otherwise in or about the business of the Company.
89. The Directors shall have power to pay and agree to pay pensions or other retirement, superannuation, death or disability benefits to (or to any person in respect of) any Director for the time being holding any executive office and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums.
90. A Director may be party to or in any way interested in any contract or arrangement or transaction to which the Company is a party or in which the Company is in any way interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of Auditor of the Company or

any subsidiary thereof) under the Company or any other company in which the Company is in any way interested and he (or any firm of which he is a member) may act in a professional capacity for the Company or any such other company and be remunerated therefor and in any such case as aforesaid (save as otherwise agreed) he may retain for his own absolute use and benefit all profits and advantages accruing to him thereunder or in consequence thereof.

91. A Director who holds any office or possesses any property whereby whether directly or indirectly duties or interests might be created in conflict with his duties or interests as Director shall declare the fact and the nature, character and extent of the conflict at a meeting of the Directors of the Company in accordance with the Act.
92. (A) The Directors may, subject to Article 84, from time to time appoint one or more of their body to be the holder of any executive office (including, where considered appropriate, the office of Chairman or Deputy Chairman) on such terms and for such period as they may (subject to the provisions of the Statutes) determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke any such appointment.

(B) The appointment of any Director to the office of Chairman or Deputy Chairman or a Chief Executive Officer shall automatically determine if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

(C) The appointment of any Director to any other executive office shall not automatically determine if he ceases from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise, in which event such determination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company.
93. The Directors may entrust to and confer upon any Directors holding any executive office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

MANAGING DIRECTORS AND CHIEF EXECUTIVE OFFICER

94. The Directors may, subject to Article 84, from time to time and subject to the prior approval of the Monetary Authority of Singapore appoint one of their body to be Chief Executive Officer (or Managing Director or such other designation by which a person acting in that capacity is known) of the Company, and may from time to time (subject to the provisions of any contract between him and the Company and the prior approval of the Monetary Authority of Singapore) remove or dismiss him from office and appoint another in his place. For the purpose of obtaining the approval of the Monetary Authority of Singapore, the Company shall forward to the Monetary Authority of Singapore the curriculum vitae of each candidate.
- 94A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 94A shall apply. Where an appointment of a Chief Executive Officer (or Managing Director) is for a fixed term, such term shall not exceed five years.
95. A Chief Executive Officer shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Chief Executive Officer.
- 95A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 95A shall apply in substitution of Article 95 above. A Chief Executive Officer (or Managing Director) shall not while he continues to hold that office be subject to retirement by rotation

and he shall not be taken into account in determining the rotation of retirement of Directors but he shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Chief Executive Officer (or Managing Director).

96. The remuneration of a Chief Executive Officer (or Managing Director) shall from time to time be fixed by the Directors and may subject to these presents be by way of salary or commission or participation in profits or by any or all these modes.

96A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 96A shall apply in substitution of Article 96 above. The remuneration of a Chief Executive Officer (or Managing Director) shall from time to time be fixed by the Directors and may subject to these presents be by way of salary or commission or participation in profits or by any or all these modes but he shall not under any circumstances be remunerated by a commission on or a percentage of turnover.

97. The Directors may from time to time entrust to and confer upon a Chief Executive Officer for the time being such of the powers exercisable under these presents by the Directors as they may think fit and may confer such powers for such time and to be exercised on such terms and conditions and with such restrictions as they think expedient and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

97A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 97A shall apply in substitution of Article 97 above. A Chief Executive Officer (or Managing Director) shall at all times be subject to the control of the Directors, but subject thereof the Directors may from time to time entrust to and confer upon a Chief Executive Officer (or Managing Director) for the time being such of the powers exercisable under these presents by the Directors as they may think fit and may confer such powers for such time and to be exercised on such terms and conditions and with such restrictions as they think expedient and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

APPOINTMENT AND RETIREMENT OF DIRECTORS

98. The office of a Director shall be vacated in any of the following events, namely:

- (a) if he shall become prohibited by law from acting as a Director; or
- (b) if (not being a Director holding any executive office for a fixed term) he shall resign by writing under his hand left at the Office or if he shall in writing offer to resign and the Directors shall resolve to accept such offer; or
- (c) if he shall have a receiving order made against him or shall compound with his creditors generally; or
- (d) if he becomes of unsound mind or if in Singapore or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs; or
- (e) if he is removed by the Company in General Meeting pursuant to these presents.

99. At each Annual General Meeting one-third of the Directors for the time being (or, if their number is not a multiple of three, the number nearest to but not less than one-third) shall retire from office by rotation.

99A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 99A shall apply in substitution of Article 99 above. At each Annual General Meeting one-third of the Directors for the time being (or, if their number is not a multiple of three, the number nearest to but not less than one-third) shall retire from office by rotation, Provided that no Director holding office as Chief Executive Officer (or Managing Director) shall be subject to retirement by rotation or be taken into account in determining the number of Directors to retire.

100. The Directors to retire in every year shall be those subject to retirement by rotation who have been longest in office since their last re-election or appointment and so that as between persons who became or were last re-elected Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall, subject to Article 84, be eligible for re-election.

101. The Company at the meeting at which a Director retires under any provision of these presents may, subject to Article 84, by Ordinary Resolution fill the office being vacated by electing thereto the retiring Director or some other person eligible for appointment. In default the retiring Director shall, subject to Article 84, be deemed to have been re-elected except in any of the following cases:

- (a) where at such meeting it is expressly resolved not to fill such office or a resolution for the re-election of such Director is put to the meeting and lost;
- (b) where such Director has given notice in writing to the Company that he is unwilling to be re-elected;
- (c) where the default is due to the moving of a resolution in contravention of the next following Article; or
- (d) where such Director has attained any retiring age applicable to him as Director.

The retirement shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring Director or a resolution for his re-election is put to the meeting and lost and accordingly a retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.

101A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 101A shall apply. No person other than a Director retiring at the meeting shall, subject to Article 84 and unless recommended by the Directors for election, be eligible for appointment as a Director at any General Meeting unless not less than 11 nor more than 42 days (inclusive of the date on which the notice is given) before the date appointed for the meeting there shall have been lodged at the Office notice in writing signed by some member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election and also notice in writing signed by the person to be proposed of his willingness to be elected, Provided that in the case of a person recommended by the Directors for election not less than nine clear days' notice shall be necessary and notice of each and every such person shall be served on the members at least seven days prior to the meeting at which the election is to take place.

102. A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved at any General Meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it; and any resolution moved in contravention of this provision shall be void.

103. The Company may in accordance with and subject to the provisions of the Statutes by Ordinary Resolution of which special notice has been given remove any Director from office (notwithstanding any provision of these presents or of any agreement between the Company and such Director, but without prejudice to any claim he may have for damages for breach of any such agreement) and, subject to Article 84, appoint another person in place of a Director so removed from office and any person so appointed shall be treated for the purpose of determining the time at which he or any other Director is to retire by rotation as if he

had become a Director on the day on which the Director in whose place he is appointed was last elected a Director. In default of such appointment the vacancy arising upon the removal of a Director from office may, subject to Article 84, be filled as a casual vacancy.

104. The Company may, subject to Article 84, by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director. Without prejudice thereto the Directors shall, subject to Article 84, have power at any time so to do, but any person so appointed by the Directors shall hold office only until the next Annual General Meeting. He shall then, subject to Article 84, be eligible for re-election, but shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting.

ALTERNATE DIRECTORS

105. (A) Any Director may, subject to Article 84, at any time by writing under his hand and deposited at the Office, or delivered at a meeting of the Directors, appoint any person (other than another Director) to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment shall take effect upon the nomination of such alternate Director being approved by the Nominating Committee pursuant to Article 84 and approved by the Directors. A person shall not act as alternate Director to more than one Director at the same time.

(B) The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if the Director concerned (below called "his principal") ceases to be a Director.

(C) An alternate Director shall (except when absent from Singapore) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which his principal is not personally present and generally at such meeting to perform all functions of his principal as a Director and for the purposes of the proceedings at such meeting the provisions of these presents shall apply as if he (instead of his principal) were a Director. If his principal is for the time being absent from Singapore or temporarily unable to act through ill health or disability, his signature to any resolution in writing of the Directors shall be as effective as the signature of his principal. To such extent as the Directors may from time to time determine in relation to any committee of the Directors, the foregoing provisions of this paragraph shall also apply *mutatis mutandis* to any meeting of any such committee of which his principal is a member. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these presents.

(D) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his principal as such principal may by notice in writing to the Company from time to time direct.

MEETINGS AND PROCEEDINGS OF DIRECTORS

106. (A) Subject to the provisions of these presents the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. At any time any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from Singapore. Any Director may waive notice of any meeting and any such waiver may be retroactive.

(B) Directors may participate in a meeting of the Directors by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other,

without a Director being in the physical presence of another Director or Directors, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

107. The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and unless so fixed at any other number shall be two. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretion for the time being exercisable by the Directors.
108. Questions arising at any meeting of the Directors shall be determined by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a second or casting vote.
- 108A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 108A shall apply in substitution of Article 108 above. Questions arising at any meeting of the Directors shall be determined by a majority of votes. In case of an equality of votes (except where only two Directors are present and form the quorum or when only two Directors are competent to vote on the question in issue) the chairman of the meeting shall have a second or casting vote.
109. A Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any interest, directly or indirectly. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.
110. The continuing Directors may act notwithstanding any vacancies, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these presents the continuing Directors or Director may, subject to Article 84, act for the purpose of filling up such vacancies or of summoning General Meetings, but not for any other purpose. If there be no Directors or Director able or willing to act, then any two members may, subject to Article 84, summon a General Meeting for the purpose of appointing Directors.
111. (A) The Directors may elect from their number a Chairman and a Deputy Chairman (or two or more Deputy Chairmen), and determine the period for which each is to hold office. The Chairman shall be a person approved in advance by the Monetary Authority of Singapore, and the Company shall for this purpose forward to the Monetary Authority of Singapore the curriculum vitae of each candidate. If no Chairman or Deputy Chairman shall have been appointed or if at any meeting of the Directors no Chairman or Deputy Chairman shall be present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.

(B) If at any time there is more than one Deputy Chairman the right in the absence of the Chairman to preside at a meeting of the Directors or of the Company shall be determined as between the Deputy Chairmen present (if more than one) by seniority in length of appointment or otherwise as resolved by the Directors.
112. A resolution in writing signed by a majority of the Directors for the time being in Singapore and constituting a quorum shall be as effective as a resolution duly passed at a meeting of the Directors and may consist of several documents in the like form, each signed by one or more Directors. The expressions "in writing" and "signed" include approval by telefax, telex, cable or telegram by any such Director.
113. The Directors may, subject to Article 84 on the establishment of the Nominating Committee, delegate any of their powers or discretion to such other committees consisting of one or more members of their body and (if thought fit) one or more other persons co-opted as hereinafter provided. Any committee so formed shall, subject to Article 84, in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors. Any such regulations may provide for or authorise the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee.

114. The meetings and proceedings of any such committee consisting of two or more members shall be governed *mutatis mutandis* by the provisions of these presents regulating the meetings and proceedings of the Directors, subject to Article 84 and so far as the same are not superseded by any regulations made by the Directors under the last preceding Article.
115. All acts done by any meeting of Directors, or of any such committee, or by any person acting as a Director or as a member of any such committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was defect in the appointment of any of the persons acting as aforesaid, or that any such persons were disqualified or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of the committee and had been entitled to vote.

BORROWING POWERS

116. Subject as hereinafter provided and to the provisions of the Statutes, the Directors may exercise all the powers of the Company to borrow money, to mortgage or charge its undertaking, property and uncalled capital and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

GENERAL POWERS OF DIRECTORS

117. The business and affairs of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Statutes or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Statutes and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Special Resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made; Provided that the Directors shall not carry into effect any proposals for selling or disposing of the whole or substantially the whole of the Company's undertaking unless such proposals have been approved by the Company in General Meeting. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.
118. The Directors may establish any local boards or agencies for managing any of the affairs of the Company, either in Singapore or elsewhere, and may appoint any persons to be members of such local boards, or any general managers, managers or agents, and may fix their remuneration, and may delegate to any local board, general manager, manager or agent any of the powers, authorities and discretion vested in the Directors, with power to sub-delegate, and may authorise the members of any local boards, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.
119. The Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretion vested in him.

120. The Company or the Directors on behalf of the Company may in exercise of the powers in that behalf conferred by the Statutes cause to be kept a Branch Register or Registers of Members and the Directors may (subject to the provisions of the Statutes) make and vary such regulations as they may think fit in respect of the keeping of any such Register.
121. All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

SECRETARY

122. The Secretary shall be appointed by the Directors on such terms and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between him and the Company. If thought fit two or more persons may be appointed as Joint Secretaries. The Directors may also appoint from time to time on such terms as they may think fit one or more Assistant Secretaries. The appointment and duties of the Secretary or Joint Secretaries shall not conflict with the provisions of the Act and in particular Section 171 of the Act.

THE SEAL

123. The Directors shall provide for the safe custody of the Seal which shall not be used without the authority of the Directors or of a committee authorised by the Directors in that behalf.
124. Every instrument to which the Seal shall be affixed shall be signed autographically or by facsimile by one Director and the Secretary or by a second Director or some other person appointed by the Directors save that as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that such signatures shall be dispensed with or affixed by some method or system of mechanical or electronic signature or other method approved by the Directors.
125. (A) The Company may exercise the powers conferred by the Statutes with regard to having an official seal for use abroad and such powers shall be vested in the Directors.
- (B) The Company may exercise the powers conferred by the Statutes with regard to having a duplicate Seal as referred to in Section 124 of the Act which shall be a facsimile of the Seal with the addition on its face of the words "Share Seal".

AUTHENTICATION OF DOCUMENTS

126. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Directors or any committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed, or as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

RESERVES

127. The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also, without placing the same to reserve, carry forward any profits. In carrying sums to reserve and in applying the same the Directors shall comply with the provisions of the Statutes.

DIVIDENDS

128. The Company may by Ordinary Resolution declare dividends but no such dividend shall exceed the amount recommended by the Directors.
129. If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may declare and pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and may also from time to time declare and pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as they think fit.
130. Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid *pro rata* according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Article no amount paid on a share in advance of calls shall be treated as paid on the share.
131. No dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Statutes.
132. No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.
133. (A) The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
- (B) The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.
134. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.
135. The Company may upon the recommendation of the Directors by Ordinary Resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid-up shares or debentures of any other company) and the Directors shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates, may fix the value for distribution of such specific assets or any part thereof, may determine that cash payments shall be made to any members upon the footing of

the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.

136. Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address appearing in the Register of Members of a Member or person entitled thereto (or, if two or more persons are registered in the Register of Members as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons) or to such person at such address as such member or person or persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.

136A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 136A shall apply in substitution of Article 136 above. Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address appearing in the Register of Members or (as the case may be) the Depository Register of a Member or person entitled thereto (or, if two or more persons are registered in the Register of Members or (as the case may be) entered into the Depository Register as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons) or to such person at such address as such member or person or persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. Notwithstanding the foregoing provisions of this Article and the provisions of Article 138A, the payment by the Company to the Depository of any dividend payable to a Depositor shall, to the extent of the payment made to the Depository, discharge the Company from any liability to the Depositor in respect of that payment.

137. If two or more persons are registered in the Register of Members as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable or property distributable on or in respect of the share.

137A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 137A shall apply in substitution of Article 137 above. If two or more persons are registered in the Register of Members or (as the case may be) the Depository Register as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable or property distributable on or in respect of the share.

138. Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in General Meeting or a resolution of the Directors, may specify that the same shall be payable to the persons registered as the holders of such shares in the Register of Members at the close of business on a particular date and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights *inter se* in respect of such dividend of transferors and transferees of any such shares.

138A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 138A shall apply in substitution of Article 138 above. Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in General Meeting or a resolution of the Directors, may specify that the same shall be payable to the persons registered as the holders of

such shares in the Register of Members or (as the case may be) the Depository Register at the close of business on a particular date and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights *inter se* in respect of such dividend of transferors and transferees of any such shares.

CAPITALISATION OF PROFITS AND RESERVES

139. (A) The Directors may, with the sanction of an Ordinary Resolution of the Company, capitalise any sum standing to the credit of any of the Company's reserve accounts (including Share Premium Account, Capital Redemption Reserve Fund or other undistributable reserve) or any sum standing to the credit of profit and loss account by appropriating such sum to the persons registered as holders of shares in the Register of Members at the close of business on the date of the Resolution (or such other date as may be specified therein or determined as therein provided) in proportion to their then holdings of shares and applying such sum on their behalf in paying up in full unissued shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being issued, unissued shares of any other class not being redeemable shares) for allotment and distribution credited as fully paid up to and amongst them as bonus shares in the proportion aforesaid. The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for any fractional entitlements which would arise on the basis aforesaid (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

(B) In addition and without prejudice to the power to capitalise profits and other moneys provided for by Article 139(A) or Article 139A(A), whichever is applicable, the Directors shall have power to capitalise any undivided profits or other moneys of the Company not required for the payment or provision of any dividend on any shares entitled to cumulative or non-cumulative preferential dividends (including profits or other moneys carried and standing to any reserve or reserves) and to apply such profits or other moneys in paying up in full at par unissued shares on terms that such shares shall, upon issue, be held by or for the benefit of such person or persons as the Directors may in their absolute discretion deem fit, including (but not limited to) participants of any share incentive or option scheme or plan implemented by the Company and approved by shareholders in General Meeting, all in such manner and on such terms as the Directors shall think fit.

- 139A.(A) In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 139A(A) shall apply in substitution of Article 139(A) above. The Directors may, with the sanction of an Ordinary Resolution of the Company (including any Ordinary Resolution passed pursuant to Article 8A(B)), capitalise any sum standing to the credit of any of the Company's reserve accounts (including Share Premium Account, Capital Redemption Reserve Fund or other undistributable reserve) or any sum standing to the credit of profit and loss account by appropriating such sum to the persons registered as holders of shares in the Register of Members or (as the case may be) in the Depository Register at the close of business on the date of the Resolution (or such other date as may be specified therein or determined as therein provided) or (in the case of an Ordinary Resolution passed pursuant to Article 8A(B)) such other date as may be determined by the Directors in proportion to their then holdings of shares and applying such sum on their behalf in paying up in full unissued shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being issued, unissued shares of any other class not being redeemable shares) for allotment and distribution credited as fully paid up to and amongst them as bonus shares in the proportion aforesaid. The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for any fractional entitlements which would arise

on the basis aforesaid (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

ACCOUNTS

140. Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes shall be kept at the Office, or at such other place as the Directors think fit. No member of the Company or other person shall have any right of inspecting any account or book or document of the Company except as conferred by statute or ordered by a court of competent jurisdiction or authorised by the Directors.
141. In accordance with the provisions of the Act, the Directors shall cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as may be necessary. The interval between the close of a financial year of the Company and the issue of accounts relating thereto shall not exceed six months.
142. A copy of every balance sheet and profit and loss account which is to be laid before a General Meeting of the Company (including every document required by law to be comprised therein or attached or annexed thereto) shall not less than 14 days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or of these presents; Provided that this Article shall not require a copy of these documents to be sent to more than one of any joint holders or to any person of whose address the Company is not aware, but any member or holder of debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office.

AUDITORS

143. Subject to the provisions of the Statutes, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.
144. An Auditor shall be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which any member is entitled to receive and to be heard at any General Meeting on any part of the business of the meeting which concerns him as Auditor.

NOTICES

145. Any notice or document (including a share certificate) may be served on or delivered to any member by the Company either personally or by sending it through the post in a prepaid cover addressed to such member at his registered address appearing in the Register of Members, or (if he has no registered address within Singapore) to the address, if any, within Singapore supplied by him to the Company as his address for the service of notices, or by delivering it to such address as aforesaid. Where a notice or other document is served or sent by post, service or delivery shall be deemed to be effected at the time when the cover containing the same is posted and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

145A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 145A shall apply in substitution of Article 145 above. Any notice or document

(including a share certificate) may be served on or delivered to any member by the Company either personally or by sending it through the post in a prepaid cover addressed to such member at his registered address appearing in the Register of Members, or (as the case may be) the Depository Register or (if he has no registered address within Singapore) to the address, if any, within Singapore supplied by him to the Company or (as the case may be) supplied by him to the Depository as his address for the service of notices, or by delivering it to such address as aforesaid. Where a notice or other document is served or sent by post, service or delivery shall be deemed to be effected at the time when the cover containing the same is posted and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

146. Any notice given to that one of the joint holders of a share whose name stands first in the Register of Members in respect of the share shall be sufficient notice to all the joint holders in their capacity as such. For such purpose a joint holder having no registered address in Singapore and not having supplied an address within Singapore for the service of notices shall be disregarded.

146A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 146A shall apply in substitution of Article 146 above. Any notice given to that one of the joint holders of a share whose name stands first in the Register of Members or (as the case may be) the Depository Register in respect of the share shall be sufficient notice to all the joint holders in their capacity as such. For such purpose a joint holder having no registered address in Singapore and not having supplied an address within Singapore for the service of notices shall be disregarded.

147. A person entitled to a share in consequence of the death or bankruptcy of a member upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and upon supplying also to the Company an address within Singapore for the service of notices, shall be entitled to have served upon or delivered to him at such address any notice or document to which the member but for his death or bankruptcy would have been entitled, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid any notice or document delivered or sent by post to or left at the address of any member in pursuance of these presents shall, notwithstanding that such member be then dead or bankrupt or in liquidation, and whether or not the Company shall have notice of his death or bankruptcy or liquidation, be deemed to have been duly served or delivered in respect of any share registered in the name of such member in the Register of Members as sole or first-named joint holder.

147A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 147A shall apply in substitution of Article 147 above. A person entitled to a share in consequence of the death or bankruptcy of a member upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and upon supplying also to the Company or (as the case may be) the Depository an address within Singapore for the service of notices, shall be entitled to have served upon or delivered to him at such address any notice or document to which the member but for his death or bankruptcy would have been entitled, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid any notice or document delivered or sent by post to or left at the address of any member in pursuance of these presents shall, notwithstanding that such member be then dead or bankrupt or in liquidation, and whether or not the Company shall have notice of his death or bankruptcy or liquidation, be deemed to have been duly served or delivered in respect of any share registered in the name of such member in the Register of Members or, where such member is a Depositor, entered against his name in the Depository Register as sole or first-named joint holder.

148. A member who (having no registered address within Singapore) has not supplied to the Company an address within Singapore for the service of notices shall not be entitled to receive any notice or other document from the Company.

148A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 148A shall apply in substitution of Article 148 above. A member who (having no registered address within Singapore) has not supplied to the Company or (as the case may be) the Depository an address within Singapore for the service of notices shall not be entitled to receive any notice or other document from the Company.

WINDING UP

149. The Directors shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.
150. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the court) the Liquidator may, with the authority of a Special Resolution, divide among the members *in specie* or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members of different classes of members. The Liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.
151. On a voluntary winding up of the Company, no commission or fee shall be paid to a Liquidator without the prior approval of the members in General Meeting. The amount of such commission or fee shall be notified to all members not less than seven days prior to the General Meeting at which it is to be considered.
152. In the event of a winding up of the Company every member of the Company who is not for the time being in the Republic of Singapore shall be bound, within 14 days after the passing of an effective resolution to wind up the Company voluntarily, or within the like period after the making of an order for the winding up of the Company, to serve notice in writing on the Company appointing some householder in the Republic of Singapore upon whom all summonses, notices, processes, orders and judgments in relation to or under the winding up of the Company may be served, and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such member to appoint some such person, and service upon any such appointee shall be deemed to be a good personal service on such member for all purposes, and where the liquidator makes any such appointment he shall, with all convenient speed, give notice thereof to such member by advertisement in any leading daily newspaper in the English language in circulation in Singapore or by a registered letter sent through the post and addressed to such member at his address as appearing in the Register of Members and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.
- 152A. In the event that the shares of the Company are listed on the SGX-ST, and for as long as they are listed on the SGX-ST, this Article 152A shall apply in substitution of Article 152 above. In the event of a winding up of the Company every member of the Company who is not for the time being in the Republic of Singapore shall be bound, within 14 days after the passing of an effective resolution to wind up the Company voluntarily, or within the like period after the making of an order for the winding up of the Company, to serve notice in writing on the Company appointing some householder in the Republic of Singapore upon whom all summonses, notices, processes, orders and judgments in relation to or under the winding up of the Company may be served, and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such member to appoint some such person, and service upon any such appointee shall be deemed to be a good personal service on such member for all purposes, and where the liquidator makes any such appointment he shall, with all convenient speed, give notice thereof to such

member by advertisement in any leading daily newspaper in the English language in circulation in Singapore or by a registered letter sent through the post and addressed to such member at his address as appearing in the Register of Members or (as the case may be) the Depository Register, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.

INDEMNITY

153. Subject to the provisions of and so far as may be permitted by the Statutes, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the court. Without prejudice to the generality of the foregoing, no Director, Manager, Secretary or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited or left or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same shall happen through his own negligence, wilful default, breach of duty or breach of trust.

SECRECY

154. No member shall be entitled to require discovery of or any information respecting any detail of the Company's trade or any matter which may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors will be inexpedient in the interest of the members of the Company to communicate to the public save as may be authorised by law.

ALTERATION OF ARTICLES

155. No provisions of these presents shall be deleted, amended or added without the prior written approval of the Monetary Authority of Singapore.

APPENDIX 2

RATIONALE FOR THE CAPITAL RESTRUCTURING

In connection with the Offering, the Board of Directors has proposed to the shareholders of the Company a Capital Restructuring consisting of (i) the sub-division of each ordinary share of par value \$1.00 each in the capital of the Company into 100 ordinary shares of par value \$0.01 each and (ii) the distribution of bonus ordinary shares of par value \$0.01 each to the existing shareholders of the Company.

The primary purpose of the Capital Restructuring is to implement a capital structure that will facilitate the Company to be a listed company. The Capital Restructuring will ensure that the offer price under the Offering (the "Offering Price") of the shares of the Company is in a customary range for shares traded on the SGX-ST, and it will provide the Company with sufficient authorised but unissued shares for future uses.

In accomplishing this goal, the Capital Restructuring is designed to ensure that the existing shareholders of the Company will hold shares in the capital of the Company which have an aggregate value, when valued at the Offering Price, equal to the dollar value specified pursuant to the Merger Act. Pursuant to the Merger Act, the holders of SES and SIMEX shares and SIMEX seats were entitled to receive shares in the capital of the Company having an aggregate dollar value of \$308,340,000. At the time of the Merger, the Minister under the Merger Act determined that shares in the capital of the Company having a value of \$5,000 per share would be issued. As a result, an aggregate of 61,668 shares in the capital of the Company of par value \$1.00 each were issued. No other shares have been issued, other than two subscriber shares issued at the time of incorporation. Thus, today the Company has a total of 61,670 fully-paid shares issued and outstanding. Pursuant to the Capital Restructuring, the Company will distribute additional bonus shares, so that the existing issued shares (after the Sub-division of Shares) and the bonus shares will represent, when valued at the Offering Price, an aggregate of \$308,350,000.

The Capital Restructuring accomplishes this goal by first providing for the sub-division of ordinary shares. This will mean that the Company's 1 billion authorised ordinary shares of par value \$1.00 each will become 100 billion ordinary shares of par value \$0.01 each. The Company's issued shares, which total 61,670, will therefore become 6,167,000 shares. Thus, each share that was assigned a value of \$5,000 by the Minister under the Merger Act will become 100 shares, each of which would represent 1/100 of the value assigned by the Minister, or a notional \$50 per share. The Company will then issue a number of bonus shares in respect of each issued sub-divided share equal to \$50 divided by the Offering Price, minus 1. This will allow for maximum flexibility in determining the Offering Price, and will ensure that, after giving effect to the Offering, the sub-divided shares and the bonus shares will represent, when valued at the Offering Price, an aggregate of \$308,350,000.

Although the Company is convening the EGM on November 1, 2000 to seek shareholders' approval for the Capital Restructuring, if the Capital Restructuring is approved, it will be implemented immediately after the Offering Price is determined and prior to or concurrently with closing of the Offering. This is because the Offering Price will be used to determine the number of bonus shares to be issued. In addition, in order to determine the number of bonus shares, the Company must fix the total number of shares that will be issued and outstanding after the Capital Restructuring and the subscription for shares by the special purpose company designated by the Minister under the Merger Act. Therefore, the Board of Directors has passed a resolution that there will be exactly 1,000,000,000 ordinary shares of \$0.01 each issued and outstanding immediately after giving effect to the Capital Restructuring and the subscription of shares by that special purpose company.

The number of shares which that special purpose company will subscribe from the Company, and the number of shares it will sell as well as the Offering Price, will be determined by the Minister under the Merger Act. That special purpose company will subscribe for more shares than it will sell in the Offering. Any such shares not sold in the Offering may be sold by that special purpose company later at such prices as the Minister shall direct. Such sales would not affect the Capital Restructuring. All net proceeds of such sales would go to the FSDF.

The following gives several hypothetical examples of the number of bonus shares that would be issued, depending on the Offering Price. These calculations give effect to the sub-division of each of the existing issued shares into 100 shares, and assume as noted above that 1 billion shares will be issued and outstanding immediately after giving effect to the Capital Restructuring and the Offering. **These examples are given for illustration only. The Board of Directors cannot assure the shareholders that the Offering Price will be within the range shown below or that the number of shares indicated in any of the examples below will be sold in the Offering.**

Example A:

Assumed Offering Price: \$1.00 per share

Assumed number of shares sold to new investors: 100 million

Bonus shares per existing share: 49 (\$50 divided by \$1.00, minus 1)

Total bonus shares issued: 302,183,000 (49 times 6,167,000)

Total existing shares plus bonus shares issued: 308,350,000 (302,183,000 plus 6,167,000)

Value of existing shares and bonus shares at Offering Price: \$308,350,000

Total shares subscribed for by the special purpose company: 691,650,000 (1 billion less 308,350,000)

Total shares retained by the special purpose company after Offering: 591,650,000

Example B:

Same as Example A, except number of shares sold to new investors is 200 million.

In this case, the number of bonus shares is the same, as is the number of shares subscribed for by the special purpose company. The only difference is that because the number of shares sold to new investors is 200 million, the shares retained by the special purpose company after the Offering is 491,650,000.

Example C:

Assumed Offering Price: \$0.50 per share

Assumed number of shares sold to new investors: 100 million

Bonus shares per existing share: 99 (\$50 divided by \$0.50, minus 1)

Total bonus shares issued: 610,533,000 (99 times 6,167,000)

Total existing shares plus bonus shares: 616,700,000

Value of existing shares and bonus shares at Offering Price: \$308,350,000

Total shares subscribed for by the special purpose company: 383,300,000

Total shares retained by the special purpose company after Offering: 283,300,000

Example D:

Assumed Offering Price: \$1.50 per share

Assumed number of shares sold to new investors: 100 million

Bonus shares per existing share: $32\frac{1}{3}$ (\$50 divided by \$1.50, minus 1)

Total bonus shares issued: 199,399,666 ($32\frac{1}{3}$ times 6,167,000)

Total existing shares plus bonus shares issued: 205,566,666

Value of existing shares and bonus shares at Offering Price: \$308,350,000

Total shares subscribed for by the special purpose company: 794,433,334

Total shares retained by the special purpose company after Offering: 694,433,334

Note that if the number of bonus shares calculated on a per share basis results in a fraction of a share, the fractions to which each shareholder would be entitled would be aggregated and whole shares will be issued equal to the nearest whole number (rounded down). No fractional shares will be issued and no cash will be paid in lieu of any fractional share.

If the SGX Share Option Plan is approved, the Board of Directors expects to grant options in connection with the Offering. Those grants would be made on the basis of the capital structure after giving effect to the Capital Restructuring. In addition, Mr. Kloet's employment contract requires that his existing options, if approved by the shareholders of the Company, be adjusted for the Capital Restructuring and the subscription of shares by that special purpose company. Because none of his options are currently exercisable, nor would any other options that the Company may grant in connection with the Offering be immediately exercisable, none of these options would affect the assumption that 1 billion shares will be issued after the Capital Restructuring and the Offering.

APPENDIX 3

SUMMARY OF SGX SHARE OPTION PLAN

The following is a summary of the principal rules of the SGX Share Option Plan (the “Plan”).

Rationale for the Plan

The Plan is established with the objective of giving all participants a stronger and more lasting sense of identification with the Company. The Plan will also operate to attract and retain employees, provide participants with incentives to reach higher standards of performance as well as encourage greater dedication and loyalty by enabling the Company to give recognition to past contributions and services as well as motivating participants generally to contribute towards the Company’s long-term prosperity.

While the Plan caters principally to employees (the “Group Employees”) of the Company and its subsidiaries (the “Group”), the Company recognises that there are and may be other persons who can make significant contributions to the Group through their close working relationships with the Group, even though they are not employed by the Group. The Plan therefore allows for participation by non-executive directors of the Company and its subsidiaries and employees and directors of associated companies (being companies in which the Company have at least 20 per cent. but not more than 50 per cent. of the shares of such companies) over which the Company has control (though the Company has no associated companies at this point in time).

The grant of any options under the Plan will take into account several factors, including the then prevailing and projected performance of the Group as adjusted for approximate industry benchmarks and indicators whenever necessary.

Eligibility

The following persons (as defined in the Plan) shall, subject to certain conditions, be eligible to participate in the Plan:

- Group Employees;
- Non-Executive Directors of the Group;
- Associated Company Employees; and
- Non-Executive Directors of the Company’s Associated Companies.

Although the Plan provides for the participation of the above categories of individuals, it is the Company’s current intention to grant options only to Group Employees. Should the Company decide in the future to grant options to persons other than Group Employees, the Company shall consider the contributions of such persons to the success and development of the Group before selecting them for participation in the Plan.

The Company may grant share options to Non-Executive Directors of the Group. They provide the Group with guidance in formulating key policies and oversee the Group’s operations from a macro-perspective. In doing so, they contribute their experience, knowledge and expertise. Non-Executive Directors of the Group comprise individuals from various disciplines with different working experience and backgrounds which we may tap for their expertise and assistance in furthering our business interests. Currently, remuneration for them is by way of directors’ fees, which is wholly in the form of cash. Through the Plan, the Company will have the flexibility, in the future, to acknowledge and recognise their efforts and contributions through a combination of cash remuneration and share options.

The Company intends that the Plan should also cater to Associated Company Employees and Directors who, although they are not employed by the Group, contribute their experience, knowledge and expertise to the Group's development and success. The Company does not however have any Associated Companies (as defined in the Plan) presently. With the Plan, the Company will have the flexibility to consider, in the future, rewarding such persons by granting share options to them. If the Company decides in the future to grant share options to such individuals, the Company will consider the contribution of such individuals to the development and success of the Group before selecting them for participation in the Plan.

Option Entitlements

The selection of a participant and the number of shares comprised in share options to be offered to a participant, shall be determined at the absolute discretion of a committee appointed by the Board of Directors of the Company to administer the Plan (the "Committee"), which shall take into account criteria such as his rank, job performance, years of service, potential for future development and his contribution to the success and development of the Group.

Size and Duration of the Plan

The total number of shares over which the Company may grant options under the Plan shall not exceed 15% of the issued share capital of the Company on the day preceding the relevant date of grant.

The Plan shall continue in force at the discretion of the Committee, subject to a maximum period of 10 years unless extended.

Grant of Options

The Plan enables the Company to grant options at any time during the period when the Plan is in force, except that no options shall be granted during the period of 30 days immediately preceding the date of announcement of the Company's financial results. In addition, in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is made, the Company may only grant options after the third Market Day (as defined in the Plan) after the date of such announcement.

Subscription price

Subject to adjustments under the Plan, the subscription price for each share in respect of which an option is exercisable shall be determined by the Committee, in its absolute discretion, to be either:—

- a price equal to the Market Price (as defined in the Plan) of the shares of the Company which is the average of the last dealt prices for the shares of the Company on the SGX-ST over the five consecutive Trading Days (as defined in the Plan) immediately preceding the date of grant of that option or, where the shares of the Company are not listed on the SGX-ST, such price as the Committee shall in good faith determine, or such higher price as may be determined by the Committee in its absolute discretion; or
- a price which is set at a discount to the Market Price so long as the maximum discount for any share option shall not exceed 20% of the Market Price in respect of that share option.

The subscription price may not be less than the nominal value of a share.

Subscription price at a discount

It is not the Company's current intention to grant share options with discounted subscription prices. However, the Company believes that the Plan should provide the Company with the flexibility to grant share options with discounted subscription prices in the future. The Company would then be able to offer competitive compensation and incentive packages so as to attract and retain talent. Through the Plan, the Company would also be able to motivate employees while encouraging greater dedication and loyalty to the Company.

In determining whether to give a discount and the quantum of any discount, we will take into consideration factors such as the Company's performance, the participant's length of service, performance, and his contribution to the Company's development and success, and prevailing market practices and conditions.

The Company may consider granting share options with discounted subscription prices under certain circumstances such as:—

- if the practice of granting share options with discounted subscription prices becomes a general market norm;
- if the Company needs to provide specific business units or employees with greater incentive to improve their performance; or
- at any time after the shares of the Company are listed on the SGX-ST, and if due to speculative forces in the stock market, the Company believes that the Market Price at the time of the grant of share options is not a true reflection of the Company's financial performance.

Exercise of options

Options with subscription prices which are equal to, or higher than, the Market Price may be exercised one year after the date of grant, and options with subscription prices which represent a discount to the Market Price may be exercised two years after the date of grant.

Based on current legislation, options granted will cease to be exercisable either after the fifth anniversary or after the tenth anniversary of the date of grant, depending on the category of the Participant.

An option may be exercised in whole or in part, subject to a vesting schedule, if any.

Shares allotted and issued on the exercise of options shall rank equally in all respects with the then existing issued shares of the Company, save for any dividend, right, allotment or other distributions for which the record date falls before the date on which the option is exercised.

Special provisions relating to the lapsing or earlier exercise of options apply in certain circumstances, including the following:

- the termination of the employment of a participant;
- the ill health, injury, disability or death of a participant;
- the bankruptcy of a participant;
- the misconduct of a participant;
- the participant, being a Non-Executive Director, ceasing at any time to be a director of any company within the Group or an Associated Company for any reason whatsoever; and
- a takeover, winding-up or reconstruction of the Company.

Events requiring adjustments

If there is a variation in the Company's issued ordinary share capital (whether by way of a capitalisation of profits or reserves or rights issue, reduction, subdivision, consolidation or distribution), then:—

- the subscription price for the shares of the Company, the nominal amount, class and/or number of shares of the Company comprised in an option to the extent unexercised; and
- the nominal amount, class and/or number of shares of the Company over which future options may be granted,

shall be adjusted in such manner as the Committee may determine to be appropriate.

The issue of securities as consideration for an acquisition or a private placement of securities or the cancellation of issued shares which the Company purchases or acquires by way of a market purchase of such shares on the SGX-ST (if the shares of the Company are then listed on the SGX-ST) shall not normally be regarded as a circumstance requiring adjustment, unless the Committee considers an adjustment to be appropriate.

Any adjustment (except in relation to a capitalisation issue) must be confirmed in writing by the Company's auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

Modifications or alterations to the Plan

The Plan may be modified and/or altered from time to time by a resolution of the Committee, subject to the prior approval of the Monetary Authority of Singapore and such other regulatory authorities as may be necessary. However, no modification or alteration shall adversely affect the rights attached to share options granted except with the written consent of participants who are entitled to not less than three-quarters in nominal amount of all the shares which would be issued upon exercise in full of all outstanding options.

No alteration shall be made to particular rules of the Plan to the advantage of the holders of the options, except with the prior approval of shareholders in general meeting.

Disclosures in annual reports

The Company will make the following disclosures (as applicable) in the annual report for so long as the Plan continues in operation:

- the names of the members of the Committee administering the Plan;
- certain information on share options granted to (a) Directors of the Company and (b) all other participants who have been granted or who hold options representing 5% or more of the total number of shares available under the Plan; and
- the number and proportion of shares comprised in options granted under the Plan during the financial year under review which were granted at a discount.

Role and composition of the Committee

The Committee will be responsible for the administration of the Plan, and will comprise Directors as may be nominated by the Board of Directors to administer the Plan. A majority of the Committee shall comprise non-executive Directors.

Financial effects of the Plan

Share capital

The issued share capital of the Company will increase to the extent that options are exercised into new shares of the Company. This will in turn depend on, among other factors, the number of shares comprised in options granted, the vesting schedules and the prevailing market price of the shares of the Company.

Profitability

Based on Singapore generally accepted accounting principles, the grant of options under the Plan will not have any impact on the Company's profitability as the Company does not need to incur any cash expenditure at the

time of grant of options. By comparison, payment of cash bonuses will affect the Company's profitability. However, share options that the Company grants have a fair value at the time of grant. The fair value of an option is an estimate of the amount that a willing buyer would pay a willing seller for that option on the date of the grant. The Company intends to grant options to participants for a nominal consideration of \$1.00 for each grant. If the Company grants an option for a consideration which is less than its fair value at the time of grant, there would be a cost to the Company (in that the Company would receive from the participant upon the grant of that option to him, a consideration which is less than the fair value of that option). In addition, under United States generally accepted accounting principles, there is a further cost to the Company if the subscription price for that option is at a discount to the Market Price. United States generally accepted accounting principles would require such a cost to be charged to the Company's consolidated profit and loss account at the time the Company grants that option.

Net tangible assets

When share options are exercised, the Company's consolidated net tangible assets will be increased by the amount of cash paid in subscription for the new shares. On a per share basis, the effect is accretive if the subscription price is above the net tangible assets per share but dilutive otherwise.

If share options with discounted subscription prices are exercised, the amount of the cash the Company receives as subscription price for the new shares will be reduced depending on the quantum of the discount given. The Company's consolidated net tangible assets on the exercise of such options will therefore increase by a smaller amount, as compared with options which are exercised without any discount to the Market Price.

Earnings per share

While the Plan will have a dilutive impact on the Company's consolidated earnings per share, the impact is not expected to be material in any given financial year, as the options are likely to be exercised over several years in accordance with the pre-determined vesting schedules.

APPENDIX 4

RULES OF SGX SHARE OPTION PLAN

1. NAME OF THE PLAN

The Plan shall be called the “SGX Share Option Plan”.

2. DEFINITIONS

2.1 In the Plan, unless the context otherwise requires, the following words and expressions shall have the following meanings:—

“Act”	The Companies Act, Chapter 50 of Singapore.
“Adoption Date”	The date on which the Plan is adopted by the Company in general meeting.
“Aggregate Subscription Cost”	The total amount payable for Shares which may be acquired on the exercise of an Option.
“Articles”	The Articles of Association of the Company, as amended from time to time.
“Associated Company”	A company in which at least twenty (20) per cent. but not more than fifty (50) per cent. of its shares are held by the Company and/or its subsidiaries, or a subsidiary of such company, and over which the Company has control.
“Associated Company Employee”	Any employee of an Associated Company (including any Associated Company Executive Director) selected by the Committee to participate in the Plan in accordance with Rule 4.1(c).
“Associated Company Executive Director”	A director of an Associated Company who performs an executive function.
“Auditors”	The auditors of the Company for the time being.
“CDP”	The Central Depository (Pte) Limited.
“CPF”	Central Provident Fund.
“Committee”	A committee comprising Directors as may be nominated by the Board of Directors, duly authorised and appointed by the Board of Directors to administer the Plan, provided that a majority of the Committee shall comprise Non-Executive Directors of the Company.
“Company”	Singapore Exchange Limited, a company incorporated in the Republic of Singapore.
“Date of Grant”	In relation to an Option, the date on which the Option is granted pursuant to Rule 5.

“Exercise Period”

The period for the exercise of an Option, being:—

- (a) in the case of an Option granted to a Group Employee at a Subscription Price which is equal to or more than the Market Price on the Date of Grant pursuant to Rule 6.1(a), a period commencing after the 1st anniversary of the Date of Grant and expiring on the 10th anniversary of such Date of Grant;
- (b) in the case of an Option granted to a Group Employee at a Subscription Price which is less than the Market Price on the Date of Grant pursuant to Rule 6.1(b), a period commencing after the 2nd anniversary of the Date of Grant and expiring on the 10th anniversary of such Date of Grant;
- (c) in the case of an Option granted to a Non-Executive Director or an Associated Company Employee at a Subscription Price which is equal to or more than the Market Price on the Date of Grant pursuant to Rule 6.1(a), a period commencing after the 1st anniversary of the Date of Grant and expiring on the 5th anniversary of such Date of Grant or, if applicable laws permit, on such later date as the Committee may specify on the Date of Grant; and
- (d) in the case of an Option granted to a Non-Executive Director or an Associated Company Employee at a Subscription Price which is less than the Market Price on the Date of Grant pursuant to Rule 6.1(b), a period commencing after the 2nd anniversary of the Date of Grant and expiring on the 5th anniversary of such Date of Grant or, if applicable laws permit, on such later date as the Committee may specify on the Date of Grant,

subject as provided in Rules 7 and 8 and to any other conditions as may be determined by the Committee from time to time.

“Grantee”

The person to whom an offer of an Option is made.

“Group”

The Company and its subsidiaries.

“Group Employee”

Any employee of the Group (including any Group Executive Director) selected by the Committee to participate in the Plan in accordance with Rule 4.1(a).

“Group Executive Director”

A director of the Company and/or its subsidiaries, as the case may be, who performs an executive function.

“Listing Manual”

The Listing Manual of the Singapore Exchange Securities Trading Limited.

“Market Day”

A day on which the Stock Exchange is open for trading in securities.

“Market Price”

In relation to an Option,

- (a) a price determined by the Committee to be equal to the average of the last dealt prices for the Shares on the Stock Exchange over the five consecutive Trading Days

immediately preceding the Date of Grant of that Option, as determined by the Committee by reference to the daily official list or any other publication published by the Stock Exchange; or

- (b) where the Shares are not listed on the Stock Exchange, a price determined by the Committee in good faith.

“Non-Executive Director”

A director of:—

- (a) the Company and/or its subsidiaries, other than a Group Executive Director; or
- (b) an Associated Company, other than an Associated Company Executive Director.

“Option”

The right to subscribe for Shares granted or to be granted to a Group Employee, a Non-Executive Director or an Associated Company Employee pursuant to the Plan and for the time being subsisting.

“Participant”

The holder of an Option.

“Plan”

The SGX Share Option Plan, as the same may be modified or altered from time to time.

“Shares”

Ordinary shares of par value \$1.00 each (or such other par value as may be applicable from time to time for ordinary shares) in the capital of the Company.

“Stock Exchange”

The Singapore Exchange Securities Trading Limited and any other stock exchange on which the Shares are quoted or listed.

“Subscription Price”

The price at which a Participant shall subscribe for each Share upon the exercise of an Option which shall be the price as determined in accordance with Rule 6.1, as adjusted in accordance with Rule 11.

“Trading Day”

A day on which the Shares are traded on the Stock Exchange.

“Vesting Schedule”

In relation to an Option, a schedule for the vesting of Shares comprised in the Option during the Exercise Period in relation to that Option to be determined by the Committee on the Date of Grant of that Option.

“\$”

Singapore dollar.

- 2.2 For purposes of the Plan, the Company shall be deemed to have control over another company if it has the capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of that company.
- 2.3 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.
- 2.4 Any reference to a time of a day in the Plan is a reference to Singapore time.
- 2.5 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 used in the Plan shall have the meaning assigned to it under the Act.

3. OBJECTIVES OF THE PLAN

The Plan is a share incentive scheme. The Plan is proposed on the basis that it is important to retain staff whose contributions are essential to the well-being and prosperity of the Group and to give recognition to outstanding employees and executive and non-executive directors of the Group and Associated Companies who have contributed to the growth of the Group. The Plan will give Participants an opportunity to have a personal equity interest in the Company at no direct cost to its profitability and will help to achieve the following positive objectives:—

- (a) the motivation of the Participant to optimise his performance standards and efficiency and to maintain a high level of contribution to the Group;
- (b) the retention of key employees and executive directors of the Group and Associated Companies whose contributions are essential to the long-term growth and profitability of the Group;
- (c) to instill loyalty to, and a stronger identification by employees with the long-term prosperity of, the Company;
- (d) to attract potential employees with relevant skills to contribute to the Group and to create value for the shareholders of the Company;
- (e) to align the interests of employees with the interests of the shareholders of the Company; and
- (f) to give recognition to the contributions made or to be made by Non-Executive Directors to the success of the Group.

The grant of Options under the Plan will however, be dependent on the prevailing and/or projected financial performance of the Group.

4. ELIGIBILITY OF PARTICIPANTS

4.1 The following persons, unless they are also controlling shareholders (as defined in the Listing Manual) of the Company or associates (as defined in the Listing Manual) of such controlling shareholders, shall be eligible to participate in the Plan at the absolute discretion of the Committee:—

- (a) Group Employees who have attained the age of twenty-one (21) years and hold such rank as may be designated by the Committee from time to time and who have, as of the Date of Grant, been in the full-time employment of the Group for a period of at least twelve (12) months (or in the case of any Group Executive Director, such shorter period as the Committee may determine);
- (b) Non-Executive Directors who, in the opinion of the Committee, have contributed or will contribute to the success of the Group; and
- (c) Associated Company Employees who have attained the age of twenty-one (21) years and hold such rank as may be designated by the Committee from time to time and who, in the opinion of the Committee, have contributed or will contribute to the success of the Group and who have, as of the Date of Grant, been in the full-time employment of the relevant Associated Company for a period of at least twelve (12) months (or in the case of any Associated Company Executive Director, such shorter period as the Committee may determine).

For the avoidance of doubt, notwithstanding anything in this Plan, any person who is a controlling shareholder (as defined in the Listing Manual) of the Company or any associate (as defined in the Listing Manual) of such controlling shareholder shall not be eligible to participate in this Plan.

4.2 The number of Shares comprised in Options to be offered to a Group Employee, a Non-Executive Director or an Associated Company Employee in accordance with the Plan shall be determined at the absolute discretion of the Committee, which shall take into account criteria such as his rank, job performance, years of service, potential for future development and his contribution to the success and development of the Group and the Group's performance.

5. GRANT AND ACCEPTANCE OF OPTIONS

- 5.1 Subject as provided in Rule 10, the Committee may grant Options to Group Employees, Non-Executive Directors and/or Associated Company Employees, in each case, as the Committee may select in its absolute discretion, at any time during the period when the Plan is in force, provided that no Option shall be granted during the period of thirty (30) days immediately preceding the date of announcement of the Company's financial results. In the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is made, Options may only be granted on or after the 3rd Market Day after the date on which such announcement is released.
- 5.2 The Letter of Offer to grant an Option shall be in, or substantially in, the form set out in Schedule A, subject to such modification as the Committee may from time to time determine. An Option may be granted subject to such conditions as may be determined by the Committee, in its absolute discretion, on the Date of Grant of that Option.
- 5.3 An Option shall be personal to the person to whom it is granted and shall not be transferred (other than to a Participant's personal representative on the death of that Participant), charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the prior approval of the Committee.
- 5.4 The grant of an Option under this Rule 5 shall be accepted by the Grantee within thirty (30) days from the Date of Grant of that Option and, in any event, not later than 5.00 p.m. on the 30th day from such Date of Grant by completing, signing and returning the Acceptance Form in or substantially in the form set out in Schedule B, subject to such modification as the Committee may from time to time determine, accompanied by payment of \$1.00 as consideration.
- 5.5 If a grant of an Option is not accepted in the manner as provided in Rule 5.4, such offer shall, upon the expiry of the thirty (30) day period, automatically lapse and become null, void and of no effect.

6. SUBSCRIPTION PRICE

- 6.1 Subject to any adjustment pursuant to Rule 11, the Subscription Price for each Share in respect of which an Option is exercisable shall be determined by the Committee, in its absolute discretion, on the Date of Grant, to be either:—
- (a) a price equal to the Market Price or such higher price as may be determined by the Committee in its absolute discretion; or
 - (b) a price which is set at a discount to the Market Price, the quantum of such discount to be determined by the Committee in its absolute discretion, provided that the maximum discount which may be given in respect of any Option shall not exceed twenty (20) per cent. of the Market Price in respect of that Option.
- 6.2 In making any determination under Rule 6.1(b) on whether to give a discount and the quantum of such discount, the Committee shall be at liberty to take into consideration such criteria as the Committee may, in its absolute discretion, deem appropriate, including but not limited to:—
- (a) the performance of the Group or Associated Company, as the case may be;
 - (b) the years of service and individual performance of the Participant;
 - (c) the contribution of the Participant to the success and development of the Company and/or the Group; and
 - (d) the prevailing market conditions.
- 6.3 The Subscription Price in respect of an Option shall in no event be less than the nominal value of a Share.

7. RIGHTS TO EXERCISE OPTIONS

7.1 Subject as provided in Rules 7 and 8, an Option shall be exercisable, in whole or in part, during the Exercise Period applicable to that Option and in accordance with the Vesting Schedule (if any) and the conditions (if any) applicable to that Option.

7.2 An Option shall, to the extent unexercised, immediately lapse without any claim whatsoever against the Company:—

- (a) in the event of misconduct on the part of the Participant as determined by the Committee in its discretion; or
- (b) subject to Rule 7.3(b), where the Participant ceases at any time to be in the employment of any of the Group or Associated Company for any reason whatsoever.

For the purpose of Rule 7.2(b), the Participant shall be deemed to have ceased to be so employed as of the date the notice of termination of employment is tendered by or is given to him, unless such notice shall be withdrawn prior to its effective date.

For the avoidance of doubt, no Option shall lapse pursuant to Rule 7.2(b) in the event of the transfer of employment of a Participant between the Group and any Associated Company.

7.3 In any of the following events, namely:—

- (a) the bankruptcy of the Participant or the happening of any other event which results in his being deprived of the legal or beneficial ownership of an Option;
- (b) where the Participant ceases at any time to be in the employment of the Group or an Associated Company by reason of:—
 - (i) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
 - (ii) redundancy;
 - (iii) retirement at or after the legal retirement age;
 - (iv) retirement before the legal retirement age with the consent of the Committee; or
 - (v) the company by which he is employed ceasing to be a company within the Group or an Associated Company or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within the Group or to an Associated Company;
- (c) where a Participant, being a Non-Executive Director, ceases at any time to be a director of any company within the Group or an Associated Company for any reason whatsoever;
- (d) the death of a Participant; or
- (e) any other event approved by the Committee,

an Option then held by that Participant shall, to the extent unexercised, lapse without any claim whatsoever against the Company, unless otherwise determined by the Committee in its absolute discretion. In exercising such discretion, the Committee may:—

- (aa) determine the number of Shares comprised in that Option which may be exercised and the period during which such Option shall be exercisable, being a period not later than the expiry of the Exercise Period in respect of that Option. Such Option may be exercised at any time notwithstanding that the date of exercise of such Option falls on a date prior to the first day of the Exercise Period in respect of such Option. Upon the expiry of such period as determined by the Committee, the Option, to the extent unexercised, shall lapse; or
- (bb) allow that Participant to exercise any unexercised Option(s) in the manner and at the times provided in Rule 7.1.

- 7.4 Notwithstanding any provision to the contrary, the Committee may, in its absolute discretion, by notice to the Participants, suspend the exercise of any Option for such period or periods as the Committee may determine, provided that the period(s) of suspension shall not exceed in aggregate sixty (60) days in any one calendar year.

8. TAKE-OVER AND WINDING-UP OF THE COMPANY

- 8.1 Notwithstanding Rule 7 but subject to Rule 8.5, in the event of a take-over being made for the Shares, a Participant shall be entitled to exercise any Option held by him and as yet unexercised, in respect of such number of Shares comprised in that Option as may be determined by the Committee in its absolute discretion, in the period commencing on the date on which such offer is made or, if such offer is conditional, the date on which such offer becomes or is declared unconditional, as the case may be, and ending on the earlier of:—

- (i) the expiry of six (6) months thereafter, unless prior to the expiry of such six-month period, at the recommendation of the offeror and with the approvals of the Committee, the Monetary Authority of Singapore and/or such other relevant regulatory authority, such expiry date is extended to a later date (in either case, being a date falling not later than the expiry of the Exercise Period relating thereto); or
- (ii) the date of expiry of the Exercise Period relating thereto,

whereupon the Option then remaining unexercised shall lapse.

Provided that if during such period, the offeror becomes entitled or bound to exercise rights of compulsory acquisition under the provisions of the Act and, being entitled to do so, gives notice to the Participants that it intends to exercise such rights on a specified date, the Option shall remain exercisable by the Participant until the expiry of such specified date or the expiry of the Exercise Period relating thereto, whichever is earlier. Any Option not so exercised shall lapse, provided that the rights of acquisition or obligations to acquire shall have been exercised or performed, as the case may be. If such rights or obligations have not been exercised or performed, the Option shall, notwithstanding Rule 7, remain exercisable until the expiry of the Exercise Period relating thereto.

- 8.2 If under the Act, the court sanctions 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, each Participant shall be entitled, notwithstanding Rule 7 but subject to Rule 8.5, to exercise any Option then held by him, in respect of such number of Shares comprised in that Option as may be determined by the Committee in its absolute discretion, during the period commencing on the date upon which the compromise or arrangement is sanctioned by the court and ending either on the expiry of sixty (60) days thereafter or the date upon which the compromise or arrangement becomes effective, whichever is later (but not after the expiry of the Exercise Period relating thereto), whereupon the Option shall lapse and become null and void.
- 8.3 If an order is made for the winding-up of the Company on the basis of its insolvency, all Options, to the extent unexercised, shall lapse and become null and void.
- 8.4 In the event of a members' solvent voluntary winding-up (other than for amalgamation or reconstruction), the Participant shall be entitled, within thirty (30) days of the passing of the resolution of such winding-up (but not after the expiry of the Exercise Period relating thereto), to exercise any unexercised Option in respect of such number of Shares comprised in that Option as may be determined by the Committee in its absolute discretion, after which such unexercised Option shall lapse and become null and void.
- 8.5 If, in connection with the making of a general offer referred to in Rule 8.1 or the scheme referred to in Rule 8.2 or the winding-up referred to in Rule 8.4, arrangements are made (which are confirmed in writing by the Auditors, acting only as experts and not as arbitrators, to be fair and reasonable) for the compensation

of Participants, whether by the continuation of their Options or the payment of cash or the grant of other options or otherwise, a Participant holding an Option, as yet not exercised, may not, at the discretion of the Committee, be permitted to exercise that Option as provided for in this Rule 8.

- 8.6 To the extent that an Option is not exercised within the periods referred to in this Rule 8, it shall lapse and become null and void.

9. EXERCISE OF OPTIONS, ALLOTMENT AND LISTING OF SHARES

- 9.1 Subject to Rule 7.1, an Option may be exercised, in whole or in part.

- 9.2 An Option may be exercised by a Participant giving notice in writing to the Company in or substantially in the form set out in Schedule C, subject to such modification as the Committee may from time to time determine. Such notice must be accompanied by payment in cash for the Aggregate Subscription Cost in respect of the Shares for which that Option is exercised and any other documentation the Committee may require. An Option shall be deemed to be exercised upon receipt by the Company of the said notice, duly completed, and the Aggregate Subscription Cost. All payments made shall be made by cheque, cashiers' order, banker's draft or postal order made out in favour of the Company or such other mode of payment as may be acceptable to the Company.

- 9.3 Subject to such consents or other required action of any competent authority under any regulations or enactments for the time being in force as may be necessary and subject to the compliance with the terms of the Plan, the Articles and the Memorandum of Association of the Company, the Company shall, within ten (10) Market Days after the exercise of an Option, allot the relevant Shares and despatch to CDP the relevant share certificates by ordinary post or such other mode as the Committee may deem fit.

If the Shares are listed on the Stock Exchange, the Company shall, as soon as practicable after such allotment, apply to the Stock Exchange for permission to deal in and for quotation of such Shares.

- 9.4 Shares which are allotted on the exercise of an Option by a Participant shall be issued in the name of CDP to the credit of the securities account of that Participant maintained with CDP, the securities sub-account of that Participant maintained with a Depository Agent or the CPF investment account maintained with a CPF agent bank, in each case, as designated by the Participant.

- 9.5 Shares allotted and issued on exercise of an Option shall:—

- (a) be subject to all the provisions of the Articles and the Memorandum of Association of the Company; 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 date upon which such exercise occurred, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

“Record Date” means the date fixed by the Company for the purposes of determining entitlements to dividends or other distributions to or rights of holders of Shares.

- 9.6 The Company shall keep available sufficient unissued Shares to satisfy the full exercise of all Options for the time being remaining capable of being exercised.

10. LIMITATION ON THE SIZE OF THE PLAN

The aggregate nominal amount of new Shares over which the Committee may grant Options on any date, when added to the nominal amount of new Shares issued and issuable in respect of all Options granted under the Plan, shall not exceed fifteen (15) per cent. of the issued share capital of the Company on the day preceding that date.

11. ADJUSTMENT EVENTS

11.1 If a variation in the issued ordinary share capital of the Company (whether by way of a capitalisation of profits or reserves or rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place, then:—

- (a) the Subscription Price of the Shares, the nominal amount, class and/or number of Shares comprised in an Option to the extent unexercised; and/or
- (b) the nominal amount, class and/or number of Shares over which future Options may be granted under the Plan,

shall be adjusted in such manner as the Committee may determine to be appropriate. Any adjustment under this Rule should, unless otherwise determined by the Committee, give a Participant the same proportion of the equity capital as that to which he was previously entitled.

11.2 Unless the Committee considers an adjustment to be appropriate, the issue of securities as consideration for an acquisition or a private placement of securities, 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 Stock Exchange (if the Shares are listed on the Stock Exchange) 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.

11.3 Notwithstanding the provisions of Rule 11.1:—

- (a) no such adjustment shall be made if as a result, the Subscription Price shall fall below the nominal amount of a Share and if such adjustment would, but for this paragraph (a), result in the Subscription Price being less than the nominal amount of a Share, the Subscription Price payable shall be the nominal amount of a Share; and
- (b) any adjustment (except in relation to a capitalisation issue) must be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

11.4 Upon any adjustment required to be made pursuant to this Rule 11, 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 Subscription Price thereafter in effect and the nominal amount, class and/or number of Shares thereafter to be issued on the exercise of the Option. Any adjustment shall take effect upon such written notification being given.

12. ADMINISTRATION OF THE PLAN

12.1 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 no member of the Committee shall participate in any deliberation or decision in respect of Options to be granted to him or held by him.

12.2 The Committee shall have the power, from time to time, to make and vary such regulations (not being inconsistent with the Plan) for the implementation and administration of the Plan as they think fit. Any matter pertaining or pursuant to the Plan and any dispute and uncertainty as to the interpretation of the Plan, any rule, regulation or procedure thereunder or any rights under the Plan shall be determined by the Committee.

12.3 Neither the Plan nor the grant of Options under the Plan shall impose on the Company or the Committee any liability whatsoever in connection with:—

- (a) the lapsing or early expiry of any Option 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; and/or

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

12.4 Any decision or determination of the Committee made pursuant to any provision of the Plan (other than a matter to be certified by the Auditors) shall be final, binding and conclusive.

13. NOTICES

13.1 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.

13.2 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 (or such person(s) as it may from time to time direct) on behalf of the Company and shall be delivered to him by hand or sent to him at his home address, place of work, electronic mail address or facsimile number according to the records of the Company or the last known address, place of work, electronic mail address or facsimile number of the Participant.

13.3 Any notice or other communication from a Participant to the Company shall be irrevocable, and 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 13.2 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.

14. MODIFICATIONS TO THE PLAN

14.1 Any or all the provisions of the Plan may be modified and/or altered at any time and from time to time by resolution of the Committee, except that:—

(a) no modification or alteration shall alter adversely the rights attaching to any Option granted prior to such modification or alteration except with the consent in writing of such number of Participants who, if they exercised their Options in full, would thereby become entitled to not less than three-quarters in nominal amount of all the Shares which would fall to be allotted upon exercise in full of all outstanding Options;

(b) the definitions of “Associated Company”, “Associated Company Employee”, “Associated Company Executive Director”, “Committee”, “Exercise Period”, “Group Employee”, “Group Executive Director”, “Non-Executive Director”, “Participant” and “Subscription Price” and the provisions of Rules 4, 5.1, 5.3, 5.4, 5.5, 6, 7, 8, 9.1, 9.5, 10, 11, 12 and this Rule 14 shall not be altered to the advantage of Participants except with the prior approval of the Company’s shareholders in general meeting; and

(c) no modification or alteration shall be made without the prior approval of the Monetary Authority of Singapore and such other regulatory authorities as may be necessary.

14.2 Notwithstanding anything to the contrary contained in Rule 14.1, the Committee may at any time by resolution (and without other formality, save for the prior approval of the Monetary Authority of Singapore) amend or alter the Plan in any way to the extent necessary to cause the Plan to comply with any statutory provision or the provision or the regulations of any regulatory or other relevant authority or body (including the Stock Exchange and the Monetary Authority of Singapore).

14.3 Written notice of any modification or alteration made in accordance with this Rule 14 shall be given to all Participants.

15. TERMS OF EMPLOYMENT UNAFFECTED

The terms of employment of a Participant (being a Group Employee or an Associated Company Employee) 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.

16. DURATION OF THE PLAN

- 16.1 The Plan shall continue to be in force at the discretion of the Committee, subject to a maximum period of ten (10) years commencing on the Adoption Date, provided always that the Plan may continue beyond the above stipulated period with the approval of the Company's shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required.
- 16.2 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 Options shall be offered by the Company hereunder.
- 16.3 The termination of the Plan shall not affect Options which have been granted and accepted as provided in Rule 5.4, whether such Options have been exercised (whether fully or partially) or not.

17. TAXES

All taxes (including income tax) arising from the exercise of any Option granted to any Participant under the Plan shall be borne by that Participant.

18. COSTS AND EXPENSES OF THE PLAN

- 18.1 Each Participant shall be responsible for all fees of CDP relating to or in connection with the issue and allotment of any Share pursuant to the exercise of any Option 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 CDP Depository Agent or CPF investment account with a CPF agent bank.
- 18.2 Save for the taxes referred to in Rule 17 and such other costs and expenses expressly provided in the Plan to be payable by the Participants, 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 of Shares pursuant to the exercise of any Option shall be borne by the Company.

19. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Committee and the Company 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 the Shares or applying for or procuring the listing of the Shares on the Stock Exchange in accordance with Rule 9.3.

20. DISCLOSURES IN ANNUAL REPORTS

The following disclosures (as applicable) will be made by the Company in its annual report for so long as the Plan continues in operation:—

- (a) the names of the members of the Committee administering the Plan;
- (b) in respect of the following Participants of the Plan:—
 - (i) Directors of the Company; and

- (ii) Participants (other than those in paragraph (i) above) who have been granted Options under the Plan which, in aggregate, represent five (5) per cent. or more of the total number of new Shares available under the Plan,

the following information:—

- (aa) the name of the Participant;
- (bb) the following particulars relating to Options granted under the Plan:—
 - (i) Options granted during the financial year under review (including the terms thereof);
 - (ii) the aggregate number of Shares comprised in Options granted since the commencement of the Plan to the end of the financial year under review;
 - (iii) the aggregate number of Shares arising from Options exercised since the commencement of the Plan to the end of the financial year under review; and
 - (iv) the aggregate number of Shares comprised in Options outstanding as at the end of the financial year under review; and
- (c) the number and proportion of Shares comprised in Options granted under the Plan during the financial year under review:—
 - (i) at a discount of 10 per cent. or less of the Market Price in respect of the relevant Option; and
 - (ii) at a discount of more than 10 per cent. of the Market Price in respect of the relevant Option.

21. 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.

22. GOVERNING LAW

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

SCHEDULE A
SGX SHARE OPTION PLAN
LETTER OF OFFER

Serial No: _____

Date: _____

To: [Name]
[Designation]
[Address]

Private and Confidential

Dear Sir/Madam,

1. We have the pleasure of informing you that, pursuant to the SGX Share Option Plan (the “Plan”), you have been nominated to participate in the Plan as a _____ *[insert eligibility of participant]* by the Committee (the “Committee”) appointed by the Board of Directors of Singapore Exchange Limited (the “Company”) to administer the Plan. Terms as defined in the Plan shall have the same meaning when used in this letter.
2. Accordingly, in consideration of the payment of a sum of \$1.00, an offer is hereby made to grant you an option (the “Option”), to subscribe for and be allotted _____ Shares at the price of \$_____ for each Share (the “Subscription Price”). ⁽¹⁾The Subscription Price represents a ⁽²⁾discount/premium of _____ per cent. to the Market Price.
3. ⁽³⁾The Option shall be exercisable at the relevant times, and in respect of that number of Shares specified, as set out in the Vesting Schedule attached to this letter. *[Include additional conditions to be attached to the Option (if any).]*
4. ⁽⁴⁾The last date for the exercise of the Option is _____.
5. The Option is personal to you and shall not be transferred, charged, pledged, assigned or otherwise disposed of by you, in whole or in part, except with the prior approval of the Committee.
6. The Option shall be subject to the terms of the Plan, a copy of which is available for inspection at the registered address of the Company.
7. If you wish to accept the offer of the Option on the terms of this letter, please sign and return the enclosed Acceptance Form with a sum of \$1.00 not later than 5.00 p.m. on _____, failing which this offer will lapse.

Yours faithfully,

Notes:—

- (1) *To be inserted only if Subscription Price is discounted from, or is higher than, the Market Price on the Date of Grant.*
- (2) *Delete accordingly.*
- (3) *To be inserted only if there is a Vesting Schedule applicable to the Options.*
- (4) *The last date of the Exercise Period is to be stated in the letter of grant to Non-Executive Directors and Associated Company Employees.*

Vesting Schedule
(to be inserted if applicable)

Subject to the Plan and to the terms of the letter of offer dated _____, the Option may normally be exercised, during the Exercise Period, at the following times and in the following manner:—

<i>Vesting Schedule</i>	<i>Percentage of Shares over which an Option is exercisable</i>
On or before the ⁽¹⁾ [first/second] anniversary of the Date of Grant	Nil
[To set out vesting period]	[To set out percentage]
[To set out vesting period]	[To set out percentage]
[To set out vesting period]	[To set out percentage]

In relation to the Option, if the Participant, during any of the periods specified above, exercises that Option for such number of Shares which, in aggregate, represents less than the number of Shares for which the Participant may exercise in respect of such period, the balance of the Shares comprised in that Option for which the Participant could have exercised (but did not exercise) in that period shall be carried forward and added to the number of Shares (but shall not be taken into account in determining the number of Shares) which the Participant may exercise in the next succeeding period or periods.

Note:—

- (1) The Exercise Period will commence after the 1st anniversary of the Date of Grant if the Subscription Price is equal to, or more than, the Market Price on the Date of Grant.***

The Exercise Period will commence after the 2nd anniversary of the Date of Grant if the Subscription Price is discounted from the Market Price on the Date of Grant.

SCHEDULE B

SGX SHARE OPTION PLAN

ACCEPTANCE FORM

Serial No: _____

Date: _____

To: The Committee
SGX Share Option Plan
20 Cecil Street #26-01/08
Singapore Exchange
Singapore 049705

Eligibility of Participant under the Plan: _____

Closing Date for Acceptance of Offer: _____

Number of Shares Offered: _____

I have read your Letter of Offer dated _____ and agree to be bound by the terms of the Letter of Offer and the Plan referred to therein. Terms defined in your Letter of Offer shall have the same meanings when used in this Acceptance Form.

I hereby accept the Option to subscribe for _____ Shares at \$_____ for each Share (the "Subscription Price"). I enclose cash for \$1.00 in payment for the purchase of the Option/I authorise my employer to deduct the sum of \$1.00 from my salary in payment for the purchase of the Option. ***[Note: Automatic deduction will require approval from the Ministry of Manpower].***

I acknowledge that the Option shall be exercisable at the relevant times and in respect of that number of Shares specified, as set out in the Vesting Schedule attached to the Letter of Offer (if any) and on such conditions (if any) applicable to the Option.

I understand that I am not obliged to exercise the Option.

I confirm that my acceptance of the Option will not result in the contravention of any applicable law or regulation in relation to the ownership of shares in the Company or options to subscribe for such shares.

I agree to keep all information pertaining to the grant of the Option to me confidential.

I further acknowledge that you have not made any representation to induce me to accept the offer and that the terms of the Letter of Offer and this Acceptance Form constitute the entire agreement between us relating to the offer.

Please print in block letters

Name in full	:	_____
Designation	:	_____
Address	:	_____
Nationality	:	_____
NRIC/Passport ⁽¹⁾ No.	:	_____
Signature	:	_____
Date	:	_____

Note:—

(1) Delete accordingly

SCHEDULE C

SGX SHARE OPTION PLAN

FORM OF EXERCISE OF OPTION

Total number of ordinary shares of \$[] each (the “ <u>Shares</u> ”) offered at \$_____ for each Share (the “ <u>Subscription Price</u> ”) under the Plan on _____ (Date of Grant) :	_____
Number of Shares previously allotted thereunder :	_____
Outstanding balance of Shares to be allotted thereunder :	_____
Number of Shares now to be subscribed :	_____

To: The Committee
SGX Share Option Plan
20 Cecil Street #26-01/08
Singapore Exchange
Singapore 049705

1. Pursuant to your Letter of Offer dated _____ and my acceptance thereof, I hereby exercise the Option to subscribe for _____ Shares in Singapore Exchange Limited (the “Company”) at \$_____ for each Share.
2. I enclose a ⁽¹⁾cheque/cashier’s order/banker’s draft/postal order no. _____ for \$_____ by way of subscription for the total number of the said Shares.
3. I agree to subscribe for the said Shares subject to the terms of the Letter of Offer, the SGX Share Option Plan and the Memorandum and Articles of Association of the Company.
4. I declare that I am subscribing for the said Shares for myself and not as a nominee for any other person.
5. I request the Company to allot and issue the Shares in the name of The Central Depository (Pte) Limited (“CDP”) for credit of my ⁽¹⁾Securities Account with CDP/Sub-Account with the Depository Agent/CPF investment account with my Agent Bank specified below and I hereby agree to bear such fees or other charges as may be imposed by CDP in respect thereof.

Please print in block letters

Name in full	:	_____
Designation	:	_____
Address	:	_____
Nationality	:	_____
NRIC/Passport ⁽¹⁾ No.	:	_____
Direct Securities Account No.	:	_____
OR		
Sub-Account No.	:	_____
Name of Depository Agent	:	_____
OR		
CPF Investment Account No.	:	_____
Name of Agent Bank	:	_____
Signature	:	_____
Date	:	_____

Note:—

(1) Delete accordingly

SINGAPORE EXCHANGE LIMITED
(Incorporated in the Republic of Singapore)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Company will be held at Sheraton Towers Singapore, Ballroom 2, Level 2, 39 Scotts Road, Singapore 228230 on November 1, 2000 at 10.00 a.m. for the purpose of considering and, if thought fit, passing, with or without any amendment, the following resolutions, as to which Resolution 1 will be proposed as a Special Resolution and Resolutions 2 to 5 will be proposed as Ordinary Resolutions.

SPECIAL RESOLUTION

1. That the regulations contained in the new Articles of Association, submitted to this Meeting and for the purpose of identification subscribed to by the Company Secretary, be approved and adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, all the existing Articles of Association thereof.

ORDINARY RESOLUTIONS

2. That:—

- (a) with effect from such date to be determined by the Directors (being a date falling no later than the Record Date referred to in paragraph (b) below), each of the ordinary shares of \$1.00 each in the authorised share capital and issued share capital of the Company be sub-divided into 100 ordinary shares of \$0.01 each; and
- (b) it is desirable to capitalise a sum to be calculated in accordance with the formula set out below from the Company's share premium account (which as of October 9, 2000 has a credit balance of \$308,278,332) and accordingly such sum be capitalised and distributed to the persons who at the close of business on a date to be determined by the Directors (the "Record Date") are the registered holders of the existing ordinary shares of \$0.01 each in the capital of the Company (the "Holders") on the footing that the Holders become entitled to such sum as capital in terms of Article 139(A) of the Articles of Association of the Company and that the whole of such capital sum be applied in payment in full at par for such number of new ordinary shares of \$0.01 each (the "Bonus Shares") in the capital of the Company, the Bonus Shares to rank in all respects *pari passu* with the existing ordinary shares of \$0.01 each in the capital of the Company and that accordingly the Directors be and are hereby authorised to allot the Bonus Shares credited as fully paid to the Holders or (if any such Holder has designated The Central Depository (Pte) Limited ("CDP") or its nominee, to be the registered holder of its Bonus Shares) to CDP or its nominee (as the case may be), in the proportion borne by the number of existing ordinary shares of \$0.01 each in the capital of the Company held by the respective Holders as at the Record Date to the number of existing ordinary shares of \$0.01 each in the capital of the Company held by all the Holders as at the Record Date (except that any resulting fractional entitlement of any Holder to a Bonus Share shall be disregarded), and that the Bonus Shares shall be treated for all purposes as an increase in the nominal amount of the issued capital of the Company and not as income:—

Sum to be capitalised = \$(6,167,000 X Bonus Share Ratio X 0.01)

where “Bonus Share Ratio” is the
number of Bonus Shares attributable
to each existing ordinary share of
\$0.01 held by the Holders on the
Record Date

= $\left(\frac{\$50}{\text{Price}} \right) - 1$

where “Price”

= the price per share at which ordinary shares in the capital of the Company will be initially offered by the special purpose company designated by the Minister under The Exchanges (Demutualisation and Merger) Act 1999 (being SEL Holdings Pte Ltd) pursuant to section 8(2) of that Act

3. That:—

- (a) the share option plan to be known as the “SGX Share Option Plan” (the “SGX Share Option Plan”), particulars of which are set out in the Rules of the SGX Share Option Plan, submitted to this Meeting and for the purposes of identification subscribed to by the Company Secretary, under which options will be granted to selected directors and employees of the Company and other selected participants, to subscribe for ordinary shares in the capital of the Company (the “Shares”), be and is hereby approved; and
- (b) the Directors be and are hereby authorised:—
 - (i) to establish and administer the SGX Share Option Plan;
 - (ii) to establish a committee of Directors known as the Committee to administer the SGX Share Option Plan in accordance with the provisions of the SGX Share Option Plan;
 - (iii) to modify and/or alter the SGX Share Option Plan from time to time, provided that such modification and/or alteration is effected in accordance with the provisions of the SGX Share Option Plan and to do all such acts and to enter into all such transactions and arrangements as may be necessary or expedient in order to give full effect to the SGX Share Option Plan; and
 - (iv) to offer and grant options in accordance with the provisions of the SGX Share Option Plan and to allot and issue from time to time such number of Shares as may be required to be issued pursuant to the exercise of the options under the SGX Share Option Plan, provided that the aggregate number of new Shares to be issued pursuant to the SGX Share Option Plan shall not exceed 15 per cent. of the total issued share capital of the Company from time to time.

4. That, subject to and contingent upon the passing of Resolution 3, approval be given for options to be granted under the SGX Share Option Plan with subscription prices which are set at a discount to the market price for the Shares prevailing as at the date of grant of the respective options (as determined in accordance with the rules of the SGX Share Option Plan), provided that the maximum discount which may be given in respect of any option shall not exceed 20 per cent. of the relevant market price in respect of that option.

5. That:—

- (a) the options granted to the Chief Executive Officer of the Company, Mr. Thomas A. Kloet (the “CEO”) as of April 24, 2000, pursuant to the employment agreement made between the Company and the CEO which took effect on April 24, 2000 (the “Employment Agreement”) be and are hereby ratified, and the Directors be and are hereby authorised to allot and issue from time to time such number of ordinary shares in the capital of the Company as may be required to be issued pursuant to the exercise of such options; and

- (b) the Directors be and are hereby authorised to grant to the CEO any additional options to subscribe for ordinary shares in the capital of the Company pursuant to the terms of the Employment Agreement and to allot and issue from time to time such number of ordinary shares in the capital of the Company as may be required to be issued pursuant to the exercise of such options.

BY ORDER OF THE BOARD

Joyce Fong Foong Chao
Company Secretary

Singapore,
October 9, 2000

NOTES:—

1. A member entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint one or two proxies to attend and vote in his stead and the proxy need not be a member of the Company.
2. The instrument appointing the proxy must be lodged at the registered office of the Company at 20 Cecil Street, #26-01/08, Singapore Exchange, Singapore 049705 not later than 48 hours before the time appointed for the Extraordinary General Meeting.

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PROXY FORM

I/We, _____
of _____
being a member/members of SINGAPORE EXCHANGE LIMITED hereby appoint
_____ of _____ or, failing
him, _____
of _____
as my/our proxy, to vote for me/us and on my/our behalf, at the Extraordinary General Meeting of the Company to be held at Sheraton Towers Singapore, Ballroom 2, Level 2, 39 Scotts Road, Singapore 228230 on November 1, 2000 at 10.00 a.m. and at any adjournment thereof.

(Please indicate with an "X" in the spaces provided whether you wish your vote(s) to be cast for or against the Special and Ordinary Resolutions as set out in the Notice of Extraordinary General Meeting. In the absence of any specific directions, the proxy will vote or abstain as he may think fit).

No.	Special Resolution	For	Against
1.	To adopt new Articles of Association		
	Ordinary Resolutions		
2.	To approve the sub-division of shares and the bonus issue of new shares		
3.	To approve the SGX Share Option Plan		
4.	To approve the grant of share options under the SGX Share Option Plan with subscription prices set at a discount to market price		
5.	To approve the grant of share options to the chief executive officer of the Company, and the allotment and issue of shares upon the exercise of such options, pursuant to his employment contract		

Dated this _____ day of _____ 2000.

Signature(s) of Member(s)/Common Seal

Total Number of Shares Held

Notes:—

1. Please insert the number of shares registered in your name(s). If no number is inserted, this form of proxy will be deemed to relate to the entire number of shares registered in your name(s).
2. A member entitled to attend and vote at a meeting of the Company is entitled to appoint one or two proxies to attend and vote instead of him and the proxy need not be a member of the Company.
3. The instrument appointing a proxy or proxies must be deposited at the Registered Office of the Company at 20 Cecil Street, #26-01/08, Singapore Exchange, Singapore 049705 not less than 48 hours before the time appointed for the Extraordinary General Meeting.
4. Where a member appoints more than one proxy, the appointments shall be invalid unless he specifies the proportion of his holding to be represented by each proxy.
5. The instrument appointing a proxy or proxies must be under the hand of the appointor or of his attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its seal or under the hand of any officer or attorney duly authorised.
6. A corporation which is a member may authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the meeting, in accordance with Section 179 of the Companies Act, Chapter 50.