



China International Holdings Limited  
中翔國際集團有限公司  
(Incorporated in Bermuda as an exempted company)  
(Bermuda Company Registration No. 23356)

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## SCRIP DIVIDEND SCHEME

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### 1. INTRODUCTION

The board of directors (the “**Board**” or “**Directors**”) of China International Holdings Limited (the “**Company**”) is pleased to announce the adoption of a scrip dividend scheme which will be named as the “China International Holdings Limited Scrip Dividend Scheme” (the “**Scrip Dividend Scheme**”).

The Company, will make the necessary application to the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) for the listing of, and quotation for, the new ordinary shares in the capital of the Company to be allotted and issued credited as fully paid-up in connection with or where contemplated by the Scrip Dividend Scheme (“**New Shares**”) in due course.

Capitalised terms in this announcement shall have the same meaning as defined in **Appendix 1**.

### 2. RATIONALE AND PURPOSE OF THE SCRIP DIVIDEND SCHEME

The Scrip Dividend Scheme will provide Shareholders with greater flexibility in meeting their investment objectives as it would give them the choice of reinvesting in the Company through receiving Dividends in the form of New Shares *in lieu* of cash without having to incur transactional or other related costs. There would also be greater share liquidity in the market to the extent that New Shares are issued pursuant to the Scrip Dividend Scheme. The Company will also benefit from the participation by Shareholders in the Scrip Dividend Scheme as, to the extent that Shareholders elect to receive Dividends in the form of New Shares, the cash which would otherwise be payable would be retained in the Company and used to strengthen its working capital base and/or to fund the growth and expansion of the Company.

### 3. SUMMARY TERMS OF THE SCRIP DIVIDEND SCHEME

The following is a summary of the main features of the Scrip Dividend Scheme, and should be read in conjunction with the full text of the Scrip Dividend Scheme Statement as set out in **Appendix 2** to this announcement.

The Scrip Dividend Scheme provides Shareholders with the option to elect to receive New Shares in lieu of part only or the entire cash amount of the Qualifying Dividend declared on their holding of Shares.

All Shareholders, including Directors, Substantial Shareholders and other interested persons of the Company who holds shares, are eligible to participate in the Scrip Dividend Scheme subject to the restrictions on Foreign Shareholders (unless the Directors determine otherwise), and further subject to the requirement that such participation by the Shareholder will not result in a breach of any other restrictions on such Shareholder’s holding of Shares which may be imposed by any statute, law or regulation in force in

Singapore or any other relevant jurisdiction, as the case may be, or as prescribed in the Bye-laws.

The Scrip Dividend Scheme provides Shareholders with the option to elect to participate in respect of part only or all of their holding of Shares for any Qualifying Dividend and may also make a permanent election to participate in respect of all of their holding of Shares for all future Qualifying Dividends. For the avoidance of doubt, Shareholders may not make a permanent election to participate in respect of part only of their holding of Shares in respect of all future Qualifying Dividends. Where a permanent election has been made, Shareholders may, by giving the appropriate notice in accordance with the Scrip Dividend Scheme, cancel their participation and withdraw from the Scrip Dividend Scheme at any time. However, the cancellation of a permanent election by a Shareholder will not preclude him from making a fresh permanent election, should he wishes to do so, at a later time.

The Directors may, in their absolute discretion, determine that the Scrip Dividend Scheme will apply to any Dividend(s). An announcement will be made by the Company as soon as practicable following the determination by the Directors that the Scrip Dividend Scheme is to apply to a particular Dividend, and in any event, by no later than the next Market Day immediately following the Books Closure Date in respect of that particular Dividend. Unless the Directors have determined that the Scrip Dividend Scheme will apply to any particular Dividend, the Dividend concerned will be paid in cash to the Shareholders in the usual way.

New Shares allotted and issued under the Scrip Dividend Scheme will rank *pari passu* in all respect with the Shares then in issue save only as regards participation in the Qualifying Dividend which is the subject of the election (including the right to make any election pursuant to the Scrip Dividend Scheme) or any other distributions, bonuses or rights paid, made, declared or announced prior to, or contemporaneously with the payment or declaration of the Qualifying Dividend which is the subject of the election, unless the Directors shall otherwise specify.

Shareholders participating in the Scrip Dividend Scheme will receive, at or about each Qualifying Dividend payment date, statements setting out, inter alia, the number of New Shares allotted and issued to them under the Scrip Dividend Scheme. Fractional entitlements to the New Shares will be rounded down to the nearest whole number or otherwise dealt with in such manner as the Directors may deem fit in the best interests of the Company and as may be acceptable to the SGX-ST.

#### 4. HOW TO PARTICIPATE

Participation in the Scrip Dividend Scheme is optional.

A Shareholder wishing to receive New Shares in respect of any Qualifying Dividend or to make a permanent election to receive New Shares in respect of all (and not part only) of his holding of Shares for all future Qualifying Dividends to which a notice of election ("**Notice of Election**") received by him relates should complete the Notice of Election and return it to the Company at the address indicated on the Notice of Election or, as the case may be, to CDP.

To be effective in respect of any Qualifying Dividend to which a Notice of Election relates, such duly completed Notice of Election must be received by the Company or, as the case may be, CDP, no later than the date to be announced by the Company in respect of that Qualifying Dividend.

**Shareholders will receive the Qualifying Dividend in cash if they fail to elect to participate in the Scrip Dividend Scheme.**

**Shareholders do not need to take any action if they wish to receive their entitlement to the Qualifying Dividend in cash.**

## **5. NOTE TO SHAREHOLDERS**

The Shares are currently traded in board lots of 100 Shares. A Shareholder who elects to receive New Shares *in lieu* of part only or the whole cash amount of the Qualifying Dividend may receive such New Shares in odd lots. Shareholders who receive odd lots of New Shares and who wish to trade such odd lots on the Mainboard of the SGX-ST should do so on the Unit Share Market of SGX-ST which allows for trading of odd lots with a minimum of one (1) share.

The attention of Shareholders is drawn to Rule 14 of the Singapore Code on Take-overs and Mergers ("**Takeover Code**"). In particular, a Shareholder should note that he may be under an obligation to extend a mandatory offer for the Company, if:

- (a) he acquires, by participating in the Scrip Dividend Scheme in relation to any Qualifying Dividend, whether by a series of transactions over a period of time or otherwise, Shares which (taken together with Shares held or acquired by him or persons acting in concert with him) carry 30% or more of the voting rights of the Company; or
- (b) he, together with persons acting in concert with him, holds not less than 30% but not more than 50% of the voting rights of the Company, and he or any person acting in concert with him, acquires in any period of six (6) months additional Shares carrying more than 1% of the voting rights of the Company by participating in the Scrip Dividend Scheme in relation to any Qualifying Dividend or otherwise.

**The statements herein do not purport to be a comprehensive or exhaustive description of all the relevant provisions of, or all implications that may arise under the Takeover Code. Shareholders who are in doubt as to whether they would incur any obligation to make a mandatory offer under the Takeover Code as a result of any acquisition of Shares through their participation in the Scrip Dividend Scheme are advised to consult their professional advisers and/or the Securities Industry Council of Singapore at the earliest opportunity.**

The Company takes no responsibility for the taxation liabilities of Shareholders who choose to participate in the Scrip Dividend Scheme or the tax consequences of any election made by Shareholders. As individual circumstances and laws may vary considerably, specific taxation advice should be obtained by Shareholders if they are in doubt or if they otherwise require. The Company accepts no responsibility for the correctness or accuracy of any information as to taxation liability contained in the Scrip Dividend Scheme Statement as set out in **Appendix 2** to this announcement.

As a general indication, it is understood that as at the date of this announcement, under taxation legislation in Singapore, a Shareholder's Singapore taxation liability in relation to the Dividends received will not alter, nor is there any taxation advantage to be gained by reason of having elected to participate in the Scrip Dividend Scheme.

## **6. APPROVAL FOR THE PURPOSE OF IMPLEMENTING THE SCRIP DIVIDEND SCHEME**

Pursuant to Rule 862(1) of the Listing Manual of the SGX-ST, an announcement must be made by an issuer if it wishes to implement a scrip dividend scheme which enables shareholders to receive dividends by shares *in lieu* of cash and the approval of Shareholders will be required for the issue of New Shares and Proposed Capital Reorganisation.

Under the Bye-laws, where the Board or the Company in general meeting has resolved that a Dividend be paid or declared on the share capital of the Company, the Board is empowered to further resolve that Shareholders entitled to such Dividend will be entitled to elect to receive the whole or part of the Dividend in the form of New Shares (credited as fully paid-up) *in lieu* of cash.

The allotment and issue of New Shares under the Scrip Dividend Scheme will be subject to:

- (a) the approval of Shareholders, pursuant to Rule 806 of the Listing Manual of the SGX-ST, at the forthcoming annual general meeting of the Company to be convened on a date to be determined; and
- (b) the approval of Shareholders of the completion of the Proposed Capital Reorganisation, at the forthcoming special general meeting of the Company to be convened following the conclusion or adjournment of the annual general meeting on the same day and at the same place.

**BY ORDER OF THE BOARD**  
**CHINA INTERNATIONAL HOLDINGS LIMITED**

**Shan Chang**  
**Chairman**  
3 April 2017

## APPENDIX 1 – DEFINITIONS

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For purposes of this Announcement, the following definitions shall apply unless the context otherwise requires:

**“Books Closure Date”** means with respect to a Qualifying Dividend (as defined below), 5:00 p.m. (Singapore time) on a date to be determined by the Directors on which the transfer books and register of members of the Company will be closed for the purpose of determining the entitlements of Shareholders (as defined below) (and, as the case may be, Depositors holding Shares through CDP) to the Qualifying Dividend;

**“Bye-laws”** means the bye-laws of the Company as amended, supplemented or modified from time to time;

**“CDP”** means The Central Depository (Pte) Limited and the terms **“Depositor”**, **“Depository Register”** and **“Depository Agent”** shall have the same meanings ascribed to them respectively in Section 130A of the Companies Act (Chapter 50) of Singapore;

**“Dividend(s)”** means dividend(s) (including any interim, final, special or other dividend(s) or distribution) to be paid on the issued Shares (as defined below) as resolved by the Directors or by the Company in a general meeting;

**“Foreign Shareholders”** means with respect to a Qualifying Dividend, Shareholders (or, as the case may be, Depositors holding Shares through CDP) with registered mailing addresses outside Singapore and who have not provided to the Company or (as the case may be) CDP, not later than five (5) Market Days (as defined below) (or such other cut-off date as the Directors may determine) prior to the Books Closure Date for that Qualifying Dividend with addresses in Singapore for the service of notices and documents;

**“Market Days”** means a day on which the SGX-ST is open for trading in securities;

**“Proposed Capital Reorganisation”** means the reduction of the issued and paid-up share capital of the Company, the cancellation of all of the authorised but unissued Shares with a par value of S\$1.00 each, the diminution of the authorised share capital of the Company and the crediting of the contributed surplus account of the Company;

**“Qualifying Dividend(s)”** means Dividend(s) to which the Scrip Dividend Scheme applies, as determined by the Directors;

**“Shareholders”** means registered holders of Shares;

**“Shares”** means ordinary shares in the capital of the Company;

**“Substantial Shareholder”** means a person who has an interest or interests in one or more voting Shares and the total votes attached to that Share, or those Shares, is not less than 5% of the total votes attached to all the issued voting Shares.

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



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**SCRIP DIVIDEND SCHEME STATEMENT**

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## APPENDIX 2 – SCRIP DIVIDEND SCHEME STATEMENT

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#### SCRIP DIVIDEND SCHEME STATEMENT

##### 1. SCRIP DIVIDEND SCHEME STATEMENT

This Scrip Dividend Scheme Statement (the "**Statement**") contains the terms and conditions of the China International Holdings Limited Scrip Dividend Scheme (the "**Scrip Dividend Scheme**"), under which persons registered in the Register of Members of China International Holdings Limited (the "**Company**") as holders of the fully paid ordinary shares in the Company (the "**Shares**") (the "**Shareholders**") (and, as the case may be, Depositors holding fully paid ordinary shares in the Company through The Central Depository (Pte) Limited (the "**CDP**")) may elect to receive fully paid ordinary shares in the capital of the Company (the "**New Shares**") *in lieu* of part only or all of the cash amount of any dividend (including any interim, final, special or other dividend) which is declared on the Shares held by them.

##### 2. SUMMARY OF THE MAIN FEATURES OF THE SCRIP DIVIDEND SCHEME

The Scrip Dividend Scheme provides Shareholders with the option to elect to receive New Shares *in lieu* of part only or all of the cash amount of dividend (including any interim, final, special or other dividend) (the "**Dividend**") declared on their holding of Shares, where the Board had determined that the Scrip Dividend Scheme applies to such Dividend (the "**Qualifying Dividend**").

Under the present law in Singapore, there is no brokerage, stamp duty or other transaction costs payable on Shares allotted and issued under the Scrip Dividend Scheme.

All Shareholders, including Directors, Substantial Shareholders and other interested persons of the Company who holds shares, are eligible to participate in the Scrip Dividend Scheme subject to the restrictions on Foreign Shareholders (as defined below) (unless the Directors determine otherwise), more particularly described below and further subject to the requirement that such participation by the Shareholder will not result in a breach of any other restrictions on such Shareholder's holding of Shares which may be imposed by any statute, law or regulation in force in Singapore or any other relevant jurisdiction, as the case may be, or as prescribed in the Bye-laws.

The Directors may, in their absolute discretion, determine that the Scrip Dividend Scheme will apply to any particular Dividend. An announcement will be made by the Company as soon as practicable following the determination by the Directors that the Scrip Dividend Scheme is to apply to a particular Dividend, and in any event, by no later than the next Market Day (as defined below) immediately following the Books Closure Date (as defined below) in respect of the particular Dividend. Unless the Directors have determined that the Scrip Dividend Scheme will apply to any particular Dividend, the Dividend concerned will be paid in cash to the Shareholders in the usual manner.

Shares allotted and issued under the Scrip Dividend Scheme will rank *pari passu* in all respects with the Shares then in issue save only as regards participation in the Qualifying Dividend which is the subject of the election (including the right to make any election



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pursuant to the Scrip Dividend Scheme) or any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneous with the payment or declaration of the Qualifying Dividend which is the subject of the election, unless the Directors shall otherwise specify.

Shareholders may elect to participate in respect of part only or all of their holding of Shares to which each Notice of Election (as defined below) relates in respect of any Qualifying Dividend (as defined below) and may make a permanent election to participate in respect of all of their holding of Shares to which each Notice of Election relates for all future Qualifying Dividends. For the avoidance of doubt, Shareholders may not make a permanent election to participate in respect of part only of their holdings of Shares in respect of all future Qualifying Dividends.

Shareholders receiving more than one Notice of Election may elect to participate in respect of their holding of Shares to which one Notice of Election relates and elect not to participate in respect of their holding of Shares to which any other Notice of Election relates. Where a permanent election has been made, participating Shareholders may, by giving the appropriate notice, cancel their participation and withdraw from the Scrip Dividend Scheme. However, the cancellation of a permanent election by a Shareholder would not preclude him from making a fresh permanent election, should he wish to do so at a later date.

Shareholders participating in the Scrip Dividend Scheme will receive, at or about each Qualifying Dividend payment date, statements setting out, inter alia, the number of New Shares allotted to them under the Scrip Dividend Scheme.

Shareholders will receive the Qualifying Dividend in cash if they do not elect to participate in the Scheme. Shareholders need not take any action if they wish to receive their entitlement to the Qualifying Dividend in cash.

### **3. HOW TO PARTICIPATE**

Participation in the Scrip Dividend Scheme is optional.

A Shareholder wishing to receive New Shares in respect of any Qualifying Dividend or to make a permanent election to receive New Shares in respect of his holding of Shares for all all future Qualifying Dividends to which a Notice of Election received by him relates should complete such Notice of Election and return it to the Company at the address indicated on the Notice of Election (or, in the case of a Depositor (as defined below), to CDP (as defined below)).

A Shareholder receiving more than one Notice of Election and wishing to receive New Shares in respect of part only or all of his holding of Shares in respect of the Qualifying Dividend or to make a permanent election to receive New Shares in respect of all his holding of Shares for all future Qualifying Dividends must complete all the Notices of Election received by him and return the completed Notices of Election to the Company (or, as the case may be, to CDP).

To be effective in respect of any Qualifying Dividend to which a Notice of Election relates, such duly completed Notice of Election must be received by the Company (or, as the case may be, CDP) at such place and by no later than the date to be specified by the Directors in respect of that Qualifying Dividend.

## APPENDIX 2 – SCRIP DIVIDEND SCHEME STATEMENT

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### 4. TERMS AND CONDITIONS OF THE SCRIP DIVIDEND SCHEME

#### 4.1. Establishment

The Scrip Dividend Scheme has been established by the Directors.

#### 4.2. Terms and Conditions

In these Terms and Conditions:-

"**Act**" shall mean the Companies Act, Chapter 50 of Singapore (or its successor statute), as amended from time to time;

"**Books Closure Date**" shall mean 5:00 p.m. (Singapore time) on a date to be determined by the Directors on which the Transfer Books and Register of Members of the Company will be closed for the purpose of determining the entitlements of Shareholders (and, as the case may be, Depositors holding Shares through CDP ) to a Qualifying Dividend;

"**Bye-law**" means the bye-laws of the Company as amended, supplemented or modified from time to time;

"**CDP**" shall mean The Central Depository (Pte) Limited or any successor entity thereto;

"**Depositor**", "**Depository Agent**" and "**Depository Register**" shall have the respective meanings ascribed to them in the Act;

"**Foreign Shareholders**" shall mean Shareholders (or, as the case may be, Depositors holding Shares through CDP) with registered addresses outside Singapore and who have not provided to the Company or (as the case may be) CDP, not later than five (5) Market Days prior to the Books Closure Date, addresses in Singapore for the service of notices and documents;

"**Listing Manual**" shall mean the listing manual of the SGX-ST and its relevant rule(s), as amended or modified from time to time;

"**Market Day**" shall mean a day on which the SGX-ST (as defined below) is open for trading in securities;

"**Qualifying Dividend**" shall mean any Dividend to which the Scrip Dividend Scheme (as determined by the Directors as provided below) applies;

"**SGX-ST**" shall mean Singapore Exchange Securities Trading Limited or any successor entity thereto; and

"**Shares**" shall mean the ordinary shares in the capital of the Company.

#### 4.3. Eligibility

All Shareholders, including Directors, Substantial Shareholders and other interested persons of the Company who holds shares, are eligible to participate in the Scrip Dividend Scheme subject to the restrictions on Foreign Shareholders (unless the Directors determine

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otherwise), more particularly described below, and further subject to the requirement that such participation by the Shareholder will not result in a breach of any other restriction on such Shareholder's holding of Shares which may be imposed by any statute, law or regulation in force in Singapore or any other relevant jurisdiction, or by the Bye-laws.

### 4.4. Foreign Shareholders

For practical reasons and to avoid any possibility of any violation of the securities laws applicable in countries outside Singapore where Shareholders (or, as the case may be, Depositors) may have their registered addresses, the Scrip Dividend Scheme will not be offered to Foreign Shareholders, unless the Directors in their absolute discretion determine otherwise. No Foreign Shareholder shall have any claim whatsoever against the Company, the Company's Share Registrar, CDP or any of their respective agents as a result of the Scrip Dividend Scheme not being offered to such Foreign Shareholders. If the Directors have decided not to offer the Scrip Dividend Scheme to Foreign Shareholders, Foreign Shareholders who receive or come to have in their possession this Statement and/or a Notice of Election may not treat the same as an invitation to them and are advised to inform themselves of, and to observe, any prohibitions and restrictions, and to comply with any applicable laws and regulations relating to the Scrip Dividend Scheme as may be applicable to them.

Foreign Shareholders who wish to be eligible to participate in the Scrip Dividend Scheme may provide an address in Singapore for the service of notices and documents by notifying the Company c/o the Company's Singapore share registrar for the time being (the current Singapore share registrar of the Company is Boardroom Corporate & Advisory Services Pte. Ltd, at 50 Raffles Place, Singapore Land Tower #32-01, Singapore 048623) at its office or such other address as may be announced by the Company from time to time, or, if the Foreign Shareholder is a Depositor, to CDP at its office for the time being (currently located at 9 North Buona Vista Drive, #01-19/20, The Metropolis, Singapore 138588) or such other address as may be announced by the Company from time to time, not later than 5 Market Days (or such other cut-off date as the Directors may determine) prior to the Books Closure Date. Shareholders should note that all correspondence and notices will be sent to their last registered addresses with the Company or, as the case may be, CDP.

### 4.5. Level of Participation

A Shareholder may elect to participate in the Scrip Dividend Scheme (the "**Participating Shareholder**") in respect of part only or all of his holding of Shares as at each Books Closure Date to which each Notice of Election received by him relates for a Qualifying Dividend (the "**Participating Shares**"), except in the case of a Shareholder who is a Depository Agent or nominee company of a bank, merchant bank, stockbroker or other financial institution, holding Shares as custodian, such Depository Agent or nominee company may, at the absolute discretion of the Directors, be allowed to make an election to participate in the Scrip Dividend Scheme in respect of part only of the Shares to which each Notice of Election received by it relates. Accordingly, there shall be no cash payment for those who have elected for the scrip alternative.

### 4.6. Permanent Election

Any permanent election to participate in the Scrip Dividend Scheme is personal to the Shareholder. A Shareholder may make a permanent election in the manner set out below for participation in respect of all future Qualifying Dividends, and where a permanent

## APPENDIX 2 – SCRIP DIVIDEND SCHEME STATEMENT

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election in respect to all his holdings of Shares to which a Notice of Election relates has been made, unless and until a notice of cancellation in such form as the Directors may approve (the "**Notice of Cancellation**") in relation to such Notice of Election is received by the Company (or, as the case may be, CDP) as provided below, the permanent election shall be effective for all future Qualifying Dividends in respect of such Notice of Election. A notice of cancellation of participation in the Scrip Dividend Scheme on any other form will not be accepted by the Company (or, as the case may be, CDP) unless the Directors decide otherwise.

If a Notice of Election in relation to a permanent election is received after the date specified by the Directors for any particular Qualifying Dividend, the Notice of Election will not be effective for that Qualifying Dividend, but will be effective for all future Qualifying Dividends in respect of such Notice of Election.

### 4.7. Notice of Election to Participate

The Company will, at its absolute discretion, send to each Shareholder one or more notices of election (in such form as the Directors may approve) ("**Notices of Election**") unless a permanent election in respect of such Notice of Election has been made. To be effective in respect of any Qualifying Dividend (unless a permanent election has already been made), a Notice of Election must be received by the Company (or, in the case of a Notice of Election being submitted by a Depositor holding Shares through CDP, by CDP) at the address and by the date to be specified by the Directors in respect of that Qualifying Dividend. A Shareholder receiving two or more Notices of Election and wishing to receive New Shares in respect of all of his entitlement to the Qualifying Dividend in respect of all his holding of Shares must complete all the Notices of Election received by him and return the completed Notices of Election to the Company (or, as the case may be, CDP). A Notice of Election to participate in the Scrip Dividend Scheme on any other form will not be accepted by the Company (or, as the case may be, CDP).

If a Notice of Election in relation to a permanent election is received after the date specified by the Directors for any particular Qualifying Dividend, the Notice of Election will not, unless otherwise determined by the Directors, be effective for that Qualifying Dividend or for any future Qualifying Dividends in respect of such Notice of Election.

A Notice of Election (other than in relation to a permanent election) in respect of any Qualifying Dividend shall not, upon its receipt by the Company (or, as the case may be, CDP) be withdrawn or cancelled.

A permanent election made in the Notice of Election will remain in force until cancelled in the manner provided below or until it becomes ineffective as provided in these Terms and Conditions. A Shareholder receiving more than one Notice of Election and wishing to make a permanent election in respect of all his holding of Shares must complete all the Notices of Election received by him and return the Notices of Election to the Company (or, as the case may be, CDP).

The Company is under no obligation to correct invalid Notices of Election on behalf of any Shareholder or to provide any reason for rejecting any Notice of Election. By electing to participate in the Scrip Dividend Scheme, the Participating Shareholder unconditionally:

- (a) warrants to the Company that he has the legal right and capacity and has full

## APPENDIX 2 – SCRIP DIVIDEND SCHEME STATEMENT

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power and authority to participate in the Scrip Dividend Scheme and that his participation in the Scheme will not result in a breach of any law or regulation by which he is bound;

- (b) acknowledges that the Company may at any time determine that the Participating Shareholder's Notice of Election or any Notice of Cancellation or other form (each, and collectively, the "**Forms**") is valid, even if the relevant Form is incomplete, contains errors or is otherwise defective;
- (c) acknowledges that the Company may reject any Form;
- (d) acknowledges that the Company has not provided the Participating Shareholder with investment or other advice and that it does not have any obligation to provide any advice in connection with the Scrip Dividend Scheme; and
- (e) agrees to these Terms and Conditions and to comply with and be bound thereby and agrees not to do any act or thing which would be contrary to the intention or purpose of the Scrip Dividend Scheme,

in each case, at all times until termination of the Scrip Dividend Scheme or of the Participating Shareholder's participation in the Scrip Dividend Scheme.

### 4.8. Extent of Application of Scrip Dividend Scheme to each Dividend

The Directors may, in their absolute discretion, in respect of any Dividend, determine whether the Scrip Dividend Scheme shall apply to such Dividend. If, in their absolute discretion, the Directors have not determined that the Scrip Dividend Scheme is to apply to a Dividend, such Dividend shall be paid in cash to Shareholders in the usual way.

### 4.9. Share Entitlement

By electing to participate in the Scrip Dividend Scheme in respect of any Notice of Election received by him, a Shareholder elects in respect of any Qualifying Dividend to which such Notice of Election relates to receive New Shares *in lieu* of the cash amount of the Qualifying Dividend. In respect of any Qualifying Dividend, the number of New Shares to be allotted and issued to the Participating Shareholder in respect of a Notice of Election shall be calculated in accordance with the following formula:

$$N = \frac{S \times D}{V}$$

Where:

**N** is the number of New Shares to be allotted and issued as fully paid to the Participating Shareholder in respect of such Notice of Election.

**S** is the number of Participating Shares held by the Participating Shareholder as at the Books Closure Date to which such Notice of Election relates.

**D** is the amount of the Qualifying Dividend to which such Notice of Election relates expressed in Singapore Dollars and fractions thereof per Share.

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**V** is the issue price of a New Share, which shall for the purpose of calculating the number of New Shares to be allotted and issued as fully paid to a Participating Shareholder, pursuant to the Scrip Dividend Scheme, be an amount in Singapore Dollars determined by the Directors (the "**Relevant Amount**"), which Relevant Amount shall not be set at more than 10% discount (or such other discount as may be permitted by the Listing Manual) to, nor shall it exceed the average of the last dealt prices of the Share on the SGX-ST for each of the Market Days commencing on the day on which the Shares are first quoted ex-dividend on the SGX-ST after the announcement of the relevant Qualifying Dividend and ending on the Books Closure Date in respect of such Qualifying Dividend (the "**Price Determination Period**"). In the event that there is no trading in the Shares during the Price Determination Period, the Relevant Amount shall not exceed the average of the last dealt prices of the Share on the SGX-ST on the three (3) Market Days where there were trades of the Shares on the SGX-ST immediately preceding the Price Determination Period. Notwithstanding anything to the contrary in the foregoing, "**V**" shall in no event be less than the par value of that New Share.

The Directors shall have full power to make such provisions as they think fit where the number of New Shares calculated in accordance with the above formula becomes attributable in fractions, including provisions as to rounding down to the nearest whole number, or whereby fractional entitlements are otherwise dealt with in such manner as they may deem fit in the best interests of the Company and which is/are acceptable to the SGX-ST.

A Participating Shareholder may receive odd lots in respect of his/her Qualifying Dividend to which his/her Notice of Election relates.

### 4.10. Terms of Allotment

All New Shares allotted and issued under the Scrip Dividend Scheme will be allotted and issued as fully paid.

All such New Shares shall rank *pari passu* in all respects with all existing fully paid Shares then in issue save only as regards participation in the Qualifying Dividend which is the subject of the election (including the right to make any election pursuant to the Scrip Dividend Scheme) or any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the Qualifying Dividend which is the subject of the election, unless the Directors shall otherwise specify.

Participating Shareholders who are Depositors and who have supplied their CDP account numbers in the Notice of Election will have the New Shares credited to their CDP accounts. In other cases, certificates for the New Shares will be despatched to Shareholders, to their registered addresses in Singapore by ordinary post, at their own risk.

### 4.11. Statement to Participants

The Company will send to each Participating Shareholder on or about each payment date for the Qualifying Dividend which shall be a date not less than 30 Market Days but not more than 35 Market Days after the Books Closure Date for that Qualifying Dividend, or such other period as the Directors may decide, a statement detailing, *inter alia*:

- (a) the number of Participating Shares held by the Participating Shareholder as at the

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relevant Books Closure Date; and

- (b) the number of New Shares to be allotted to the Participating Shareholder under the Scrip Dividend Scheme.

### 4.12. Cost to Participants

Under present law in Singapore, brokerage or other transaction costs and Singapore stamp duty will not be payable by Participating Shareholders on New Shares allotted under the Scrip Dividend Scheme.

### 4.13. Cancellation of Participation

A Participating Shareholder or an Authorised Representative (as defined below) may cancel the Participating Shareholder's permanent election to participate in the Scrip Dividend Scheme in relation to any Notice of Election by completing and returning to the Company (or, as the case may be, CDP) a Notice of Cancellation in such form as the Directors may approve (a notice of cancellation of participation in the Scrip Dividend Scheme in any other form will not be accepted by the Company) in relation to such Notice of Election. To be effective in respect of any Qualifying Dividend, the Notice of Cancellation must be received by the Company (or, as the case may be, CDP) at the address and by the date to be specified by the Directors for that Qualifying Dividend, failing which the Notice of Cancellation will not, unless otherwise determined by the Directors, be effective for that Qualifying Dividend in respect of such Notice of Election. The Notice of Cancellation will however be effective from the next Qualifying Dividend in respect of such Notice of Election.

Where a Participating Shareholder or an Authorised Representative gives notice to the Company (or, if the Participating Shareholder is a Depositor, to CDP) of a change of his registered address for the service of notices and documents from an address within Singapore to an address outside Singapore, he shall thereupon be considered a Foreign Shareholder. Any permanent election to participate in the Scrip Dividend Scheme by such Participating Shareholder shall be deemed to have been cancelled by him upon receipt by the Company (or, as the case may be, CDP) of such change of address notification.

If a Participating Shareholder, who is an individual, dies, any permanent election to participate in the Scrip Dividend Scheme by that Shareholder will cease upon receipt by the Company (or, if that Shareholder is a Depositor, by CDP) of notice of the death acceptable to the Company (or, as the case may be, CDP), or at such later date as the Directors in their discretion, upon request from the personal representative(s) of the deceased Participating Shareholder, may determine. If the personal representative(s) of a deceased Participating Shareholder wish(es) to participate in the Scrip Dividend Scheme in respect of any Qualifying Dividend or in respect of all future Qualifying Dividends in relation to the Shares forming part of the estate of the deceased Participating Shareholder, the relevant Notices of Election together with such evidence as may be reasonably required by the Company (or, as the case may be, CDP) to prove the authority of the personal representative(s) to execute such Notices of Election, must be submitted by such personal representative(s) in accordance with these Terms and Conditions.

If a Participating Shareholder becomes bankrupt or, in the case where the Participating Shareholder is a company, is wound up, any permanent election to participate in the Scrip Dividend Scheme by that Participating Shareholder will cease upon receipt by the Company

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(or, if that Participating Shareholder is a Depositor, by CDP) of notice of the bankruptcy or, as the case may be, the winding up.

For the purpose of this paragraph 4.14, an "**Authorised Representative**" would include any guardian of an infant who is a Participating Shareholder, and any committee or other legal curator of a lunatic person who is a Participating Shareholder, and any person becoming entitled to the legal title in a Share in consequence of the death or bankruptcy of a Participating Shareholder (who is an individual), or the winding-up of a Participating Shareholder (which is an entity) upon producing such evidence of legal title to the Share as the Company (or, as the case may be, CDP) may require.

### **4.14. Cancellation of Application of a Qualifying Dividend to the Scrip Dividend Scheme**

Notwithstanding any provision in these Terms and Conditions, if at any time after the Directors have determined that the Scrip Dividend Scheme shall apply to any particular Dividend and before the allotment and issue of New Shares in respect of that Qualifying Dividend, the Directors shall consider that by reason of any event or circumstance (whether arising before or after such determination) or by reason of any matter whatsoever it is no longer expedient or appropriate to implement the Scrip Dividend Scheme in respect of the said Qualifying Dividend, the Directors may, at their absolute discretion and as they may deem fit in the interest of the Company and without assigning any reason therefore, cancel the application of the Scrip Dividend Scheme to the said Qualifying Dividend. In such event, the Dividend shall be paid in cash to Shareholders in the usual way.

### **4.15. Modification and Termination of the Scrip Dividend Scheme**

The Scrip Dividend Scheme may be modified or terminated at any time by the Directors as they deem fit on giving notice in writing to all Shareholders, except that no material modifications shall be made without the prior written approval of the SGX-ST.

In the case of a modification, the Scrip Dividend Scheme will continue as modified in relation to each Participating Shareholder who has made a permanent election under the Scrip Dividend Scheme unless and until the Company (or, if the Participating Shareholder is a Depositor, CDP) receives a Notice of Cancellation in respect of a Notice of Election submitted by the Participating Shareholder, from such Participating Shareholder.

### **4.16. General Administration of the Scrip Dividend Scheme**

While Shares which a Participating Shareholder has nominated as participating in the Scrip Dividend Scheme are subject to a charge or lien in favour of the Company, they shall unless:

- (a) otherwise provided in the terms and conditions of the issue thereof; or
- (b) the Directors otherwise determine,

be treated as if the relevant Participating Shareholder had, in relation to such Shares, not elected to so participate.

The Directors may implement the Scrip Dividend Scheme in the manner they deem fit. The Directors have the power to:



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- (a) determine procedures, rules and regulations for administration of the Scrip Dividend Scheme consistent with these Terms and Conditions;
- (b) settle in such manner as they think fit any difficulty, anomaly or dispute (including relating to the interpretation of any provision, regulation or procedure or as to any rights under the Scrip Dividend Scheme) which may arise in connection with the Scrip Dividend Scheme, whether gradually or in relation to any Participating Shareholder of any Share and the determination of the Directors will be conclusive and binding on all Shareholders and other persons to whom the determination relates;
- (c) delegate to any one or more persons, for such period and on such conditions as the Directors may determine, the exercise of any of their powers or discretions under or in respect of the Scrip Dividend Scheme and references to a decision, opinion or determination of the person or persons to whom the Directors have delegated their authority for the purposes of administering the Scrip Dividend Scheme; and
- (d) waive strict compliance by the Company or any Shareholder with any of these Terms and Conditions.

### 4.17. Governing Law and Exclusion of Third Party Rights

This Statement, the Scrip Dividend Scheme and these Terms and Conditions shall be governed by, and construed in accordance with, the laws of Singapore. A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce against the Company any of these Terms and Conditions.

### 4.18. Takeover implications

The attention of Shareholders is drawn to Rule 14 of the Take-over Code. In particular, a Shareholder should note that he may be under an obligation to extend a takeover offer for the Company if:

- (a) he acquires, by participating in the Scheme in relation to any Qualifying Dividend, whether at one time or different times, Shares which (taken together with Shares held or acquired by him or persons acting in concert with him) carry thirty per cent. (30%) or more of the voting rights of the Company; or
- (b) he, together with persons acting in concert with him, holds not less than thirty per cent. (30%) but not more than fifty per cent. (50%) of the voting rights of the Company and he, or any person acting in concert with him, acquires in any period of six (6) months additional Shares carrying more than one per cent. (1%) of the voting rights of the Company by participating in the Scheme in relation to any Qualifying Dividend.

### 4.19. Notices and Statements

Unless otherwise provided in these Terms and Conditions, any notices, documents and statements required to be given by the Company to a Participating Shareholder shall be given in accordance with the applicable provisions of the Bye-laws.

### 4.20. Collection, Use and Disclosure of Personal Data

For the purposes of implementing and administering the Scrip Dividend Scheme, responding to instructions or enquiries made or purportedly made by a Shareholder, and enforcing rights or fulfilling obligations under any applicable laws, listing rules, regulations or guidelines or these Terms and Conditions, the Company and/or CDP will collect, use and disclose the personal data of Shareholders who are individuals, as contained in each submitted Notice of Election or other Forms, or which is otherwise collected from Shareholders (or their Authorised Representatives) and public sources. Each Shareholder consents to the collection, use and disclosure of his personal data for all such purposes, including disclosure of data to related corporations of the Company, CDP and/or third parties who provide services to the Company and/or CDP, and to the collection, use and further disclosure by such parties for such purposes.

For the purpose of this paragraph 4.20, an "**Authorised Representative**" would include any guardian of an infant who is a Shareholder, and any committee or other legal curator of a lunatic person who is a Shareholder, and any person becoming entitled to the legal title in a Share in consequence of the death or bankruptcy of a Shareholder (who is an individual), or the winding-up of a Shareholder (which is an entity) upon producing such evidence of legal title to the Share as the Company (or, as the case may be, CDP) may require.

### 5. APPLICATION FOR LISTING ON THE SGX-ST

The Company shall make the necessary application(s) for the listing of the New Shares to be issued for the purposes of, in connection with or where contemplated by the Scrip Dividend Scheme. Any approval in-principle of the SGX-ST for the listing of such New Shares is not to be taken as an indication of the merits of the Scrip Dividend Scheme, the New Shares, the Company or its subsidiaries.

### 6. TAXATION

The Company takes no responsibility for the taxation liabilities of Participating Shareholders or the tax consequences of any election made by Shareholders. As individual circumstances and laws vary considerably, specific taxation advice should be obtained by Shareholders if required.

The Company accepts no responsibility for the correctness or accuracy of any information as to taxation liability set out in this Statement.

As a general indication, however, it is understood that as at the date of this Statement, under tax legislation in Singapore, a Shareholder's tax liability will not alter, nor is there any tax advantage to be gained, by reason of having elected to participate in the Scrip Dividend Scheme.

### 7. OTHER ITEMS

The New Shares are offered on the terms and conditions set out in this Statement and in the applicable provisions of the Bye-laws.

Where required, the Company will deduct all income tax to be deducted from the Qualifying Dividend in accordance with applicable law.

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### 8. ENQUIRIES

Enquiries about any aspect of the Scrip Dividend Scheme should be directed to the Company c/o the Company's current share registrar:

Boardroom Corporate & Advisory Services Pte. Ltd  
50 Raffles Place  
#32-01  
Singapore Land Tower  
Singapore 048623

### 9. LIABILITY OF THE COMPANY

Notwithstanding anything herein, neither the Company nor any officer, agent or representative of the Company shall under any circumstances be liable or responsible to any Participating Shareholders for any loss, damage, cost or expense (collectively, "**Loss**") or alleged Loss in connection with or as a result, directly or indirectly, of the establishment or operation of the Scrip Dividend Scheme or participation in the Scrip Dividend Scheme, including any delay in allotting or issuing any New Shares or applying for their listing. No representation or warranty is given in respect of any Shares, New Shares, the Company or its subsidiaries or associated company or that listing approval for the New Shares will be obtained.

Date: 3 April 2017