

**CIRCULAR DATED 7 OCTOBER 2009**

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.**

**IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.**

If you have sold or transferred all your ordinary shares in the capital of Olam International Limited (the “**Company**”), you should immediately forward this Circular, the Notice of Extraordinary General Meeting and the enclosed proxy form immediately to the purchaser or the transferee or to the bank, stockbroker or other agent through whom the sale was effected for onward transmission to the purchaser or the transferee.

The Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) assumes no responsibility for the correctness of any statements made, reports contained or opinions expressed in this Circular.



**OLAM INTERNATIONAL LIMITED**

(Incorporated in the Republic of Singapore)  
(Company Registration Number: 199504676H)

**CIRCULAR TO SHAREHOLDERS**

**IN RELATION TO:**

- (1) THE PROPOSED AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION;**
- (2) THE PROPOSED ADOPTION OF THE NEW ARTICLES OF ASSOCIATION;**
- (3) THE PROPOSED OLAM SCRIP DIVIDEND SCHEME; AND**
- (4) THE PROPOSED SHARE BUYBACK MANDATE**

**IMPORTANT DATES AND TIMES:**

Last date and time for lodgment of proxy form	:	27 October 2009 at 10.30 a.m.
Date and time of Extraordinary General Meeting	:	29 October 2009 at 10.30 a.m. (or as soon as practicable following the conclusion or adjournment of the annual general meeting of the Company to be held on the same day and at the same place)
Place of Extraordinary General Meeting	:	STI Auditorium 168 Robinson Road Level 9, Capital Tower Singapore 068912

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## DEFINITIONS

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

<b>“Articles”</b>	:	The articles of association of the Company
<b>“Auditors”</b>	:	The auditors of the Company for the time being
<b>“Board”</b>	:	The board of directors of the Company at the date of this Circular
<b>“Books Closure Date”</b>	:	The date and time to be determined by the Directors, on and at which the Register of Members and Transfer Books will be closed for the purpose of determining the entitlements of Shareholders to a Dividend and, in the case of Shareholders with Shares entered against their names in the Depository Register, on and at which their entitlement to a Dividend will be determined
<b>“CDP”</b>	:	The Central Depository (Pte) Limited
<b>“Circular”</b>	:	This circular dated 7 October 2009
<b>“Code of Corporate Governance “</b>	:	The Code of Corporate Governance issued by the Council on Corporate Disclosure and Governance, as amended or modified from time to time
<b>“Companies Act”</b>	:	The Companies Act, Chapter 50 of Singapore, as amended or modified from time to time
<b>“Companies (Amendment) Act 2004”</b>	:	The Companies (Amendment) Act 2004 of Singapore
<b>“Companies (Amendment) Act 2005”</b>	:	The Companies (Amendment) Act 2005 of Singapore
<b>“Company”</b>	:	Olam International Limited
<b>“CPF”</b>	:	Central Provident Fund
<b>“Directors”</b>	:	The directors of the Company
<b>“Dividend”</b>	:	Any dividend (including any interim, final, special or other dividend) to be paid on the issued ordinary shares of the Company as resolved or proposed by the Directors or by the Company in general meeting
<b>“Foreign Shareholder”</b>	:	Shareholders with registered addresses outside Singapore as at the relevant Books Closure Date for a Dividend and who have not, at least five Market Days prior to the Books Closure Date (or such other period as the Directors may determine), provided to the Company or CDP, as the case may be, addresses in Singapore for the service of notices and documents
<b>“EGM”</b>	:	The extraordinary general meeting of the Company, notice of which is set out on pages 112 to 114 of this Circular

<b>“EPS”</b>	:	Earnings per Share
<b>“Group”</b>	:	The Company and its subsidiaries
<b>“Latest Practicable Date”</b>	:	2 October 2009, being the latest practicable date prior to the printing of this Circular
<b>“Listing Manual”</b>	:	The listing manual of the SGX-ST, as amended or modified from time to time
<b>“Market Day”</b>	:	A day on which the SGX-ST is open for trading in securities
<b>“Member”</b>	:	A member of the Company
<b>“Memorandum”</b>	:	The memorandum of association of the Company
<b>“New Shares”</b>	:	The new Shares to be issued by the Company, credited as fully paid, pursuant to the Olam Scrip Dividend Scheme
<b>“Notice of Extraordinary General Meeting”</b>	:	The notice of EGM, set out on pages 112 to 114 of this Circular
<b>“NTA”</b>	:	Net tangible assets
<b>“Olam Employee Share Option Scheme”</b>	:	The employee share option scheme of the Company which was approved by the Shareholders on 4 January 2005 and amended on 29 October 2008 by the Shareholders
<b>“Olam Scrip Dividend Scheme”</b>	:	The proposed scrip dividend scheme under which Shareholders entitled to Dividends may elect to receive cash or an allotment of New Shares credited as fully paid, in lieu of cash
<b>“Price Determination Period”</b>	:	The period of ten Market Days (or such number of days as the Directors may determine from in their sole discretion) following the date of the announcement of the date of allotment of the New Shares
<b>“Qualifying Dividend”</b>	:	Any Dividend to which the Olam Scrip Dividend Scheme applies, as determined by the Directors
<b>“Register of Members and Transfer Books”</b>	:	The register of members and transfer books of the Company
<b>“Registrar”</b>	:	The Registrar of Companies
<b>“Relevant Period”</b>	:	The period commencing from the date on which the last annual general meeting of the Company was held and expiring on the date the next annual general meeting of the Company is held or is required by law to be held, whichever is the earlier, after the date the resolution relating to the Share Buyback Mandate is passed
<b>“Securities Account”</b>	:	A securities account maintained by a Depositor with CDP but does not include a securities sub-account maintained with a Depository Agent
<b>“SGX-ST”</b>	:	Singapore Exchange Securities Trading Limited

“SGXNET”	:	A system network used by listed companies to send information and announcements to the SGX-ST or any other system networks prescribed by the SGX-ST
“Share Buyback Mandate”	:	General and unconditional mandate given by Shareholders to authorise the Directors to purchase Shares in accordance with the terms set out in this Circular as well as the rules and regulations set forth in the Companies Act and the Listing Manual
“Share Options”	:	Options to subscribe for new Shares granted pursuant to the Olam Employee Share Option Scheme
“Shareholders”	:	Registered holders of Shares, except that where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares, mean the persons named as Depositors in the Depository Register and into whose Securities Accounts those Shares are credited
“Shares”	:	Ordinary shares in the capital of the Company
“Statutes”	:	The Companies Act and every other statute for the time being in force concerning companies and affecting the Company
“Substantial Shareholder”	:	A person who has an interest in one or more voting shares in a company and the total votes attached to such share(s) is not less than 5% of the total votes attached to all the voting shares in the company
“Take-over Code”	:	The Singapore Code on Take-overs and Mergers, as amended or modified from time to time
“S\$” and “cents”	:	Singapore dollars and cents respectively
“%”	:	Per centum or percentage

The terms “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the meanings ascribed to them respectively in Section 130A of the Companies Act.

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 neuter genders and vice versa. References to persons shall, where applicable, include corporations.

Any reference in this Circular to any statute or enactment is a reference to that statute or enactment for the time being amended or re-enacted. Any term defined under the Companies Act, the Listing Manual, the Take-over Code or any modification thereof and used in this Circular shall have the meaning assigned to it under the Companies Act, the Listing Manual, the Take-over Code or any modification thereof, as the case may be, unless otherwise provided.

Any reference to a time of day and date in this Circular is a reference to Singapore time and date, respectively, unless otherwise stated. Any reference to currency set out in this Circular is a reference to S\$ unless otherwise stated.

Any discrepancies in tables included in this Circular between the amounts in the columns of the tables and the totals thereof are due to rounding. Accordingly, figures shown as totals in certain tables in this Circular may not be an arithmetic aggregation of the figures that precede them.

## **OLAM INTERNATIONAL LIMITED**

(Incorporated in the Republic of Singapore)  
(Company Registration Number: 199504676H)

### **Directors:**

R. Jayachandran (Non-Executive Chairman)  
Narain Girdhar Chanrai (Non-Executive Director)  
Michael Lim Choo San (Non-Executive and Independent Director)  
Mark Haynes Daniell (Non-Executive and Independent Director)  
Robert Michael Tomlin (Non-Executive and Independent Director)  
Wong Heng Tew (Non-Executive and Independent Director)  
Jean-Paul Pinard (Non-Executive and Independent Director)  
Tse Po Shing (Non-Executive Director)  
Sunny George Verghese (Group Managing Director and  
CEO/Executive Director)  
Sridhar Krishnan (Executive Director)  
Shekhar Anantharaman (Executive Director)

### **Registered Office:**

3 Church Street #08-01  
Samsung Hub  
Singapore 049483

7 October 2009

To: The Shareholders of Olam International Limited

Dear Sir/Madam,

- (1) THE PROPOSED AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION;**
- (2) THE PROPOSED ADOPTION OF THE NEW ARTICLES OF ASSOCIATION;**
- (3) THE PROPOSED OLAM SCRIP DIVIDEND SCHEME; AND**
- (4) THE PROPOSED SHARE BUYBACK MANDATE**

### **1. INTRODUCTION**

The Directors are convening an EGM to be held on 29 October 2009 to seek the approval of the Shareholders in relation to:

- (a) the proposed amendment of the Memorandum;
- (b) the proposed adoption of the new Articles;
- (c) the proposed adoption of the Olam Scrip Dividend Scheme; and
- (d) the proposed adoption of the Share Buyback Mandate.

The purpose of this Circular is to provide Shareholders with information relating to the above-mentioned proposals to be tabled at the EGM. This Circular has been prepared solely for the purpose set out herein and may not be relied upon by any persons (other than Shareholders) or for any other purpose.

The SGX-ST assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Circular.

## **2. THE PROPOSED AMENDMENTS TO THE MEMORANDUM AND PROPOSED ADOPTION OF NEW ARTICLES**

### **2.1 Changes to the Companies Act**

The Companies (Amendment) Act 2005, which came into operation on 30 January 2006, introduced key amendments to the Companies Act resulting in significant changes to the company law regime in Singapore. These amendments include the abolition of the concepts of par value and authorised capital, and provisions for repurchased shares to be held as treasury shares.

With the abolition of the concept of par value pursuant to the Companies (Amendment) Act 2005, shares of a company incorporated in Singapore no longer have any par or nominal value. The concepts of share premium and the issue of shares at a discount have also been abolished accordingly. All amounts standing to the credit of a company's share premium account and capital redemption reserve (if any) as at 30 January 2006 would become part of the company's share capital.

The Companies (Amendment) Act 2005 also introduced new provisions on share buy-backs and treasury shares. Under these new provisions, a company can repurchase shares out of capital, as well as from distributable profits. Ordinary shares which are the subject of a share repurchase by a company can be held by that company as treasury shares instead of being cancelled. The right to attend and vote at meetings and the right to dividend or other distributions will be suspended for so long as the repurchased shares are held in treasury.

### **2.2 Amendments to the Memorandum**

Prior to the Companies (Amendment) Act 2004, it was a requirement that the memorandum of association of every company must contain an objects clause. An objects clause sets out the purposes for which a company is in business and what it is empowered to do.

Accordingly, Clause 3 of the Company's Memorandum provides an extensive list of activities in which the Company has the capacity or power to engage. The Company may only act within the scope of the objects stated in Clause 3 of the Memorandum.

When objects clauses were drafted, it was exceptionally difficult for the draftsmen to describe with clarity each and every activity in which a company might become involved, hence such clauses are generally very lengthy and drafted very widely. However, as it was impossible to cover every eventuality and foresee all future developments, the very presence of an objects clause in the memorandum of association of a company may in certain cases limit the company's power to act in a particular way or to engage in a particular transaction.

To eradicate the uncertainty surrounding a company's power to act, amendments were made to the Companies Act pursuant to the Companies (Amendment) Act 2004. Section 22(1) of the Companies Act was amended so that it is no longer necessary to state the objects of the company in its memorandum of association. In addition, Section 23(1) of the Companies Act was amended to provide that a company has full capacity to carry on or undertake any business or activity, do any act or enter into any transaction, subject to the provisions of the Companies Act, any other written law and its memorandum and articles of association. Accordingly, it is proposed that the objects clause in the Memorandum be amended so as to be consistent with the language in the Companies Act and to provide the Company with full rights, powers and privileges to engage in any business, activity or transaction (as allowed by law) as it deems fit.



In line with the abolition of the concepts of par value and authorised capital pursuant to the Companies (Amendment) Act 2005, there is no longer a requirement for the memorandum of association of a company to state the amount of share capital, if any, which the company proposes to be registered and the division thereof into shares of a fixed amount. Accordingly, it is proposed that Clause 5 of the Memorandum, which provides for the share capital of the Company and the division thereof into shares of a fixed amount, be amended so as to be consistent with the Companies Act.

The text of the proposed amendments to the Memorandum is contained in Appendix I of this Circular and the full text of the new Memorandum is contained in Appendix II of this Circular.

The proposed amendments to the Memorandum are subject to shareholders' approval at the EGM by a special resolution ("**Special Resolution 1**").

### **2.3 Adoption of New Articles**

Since the existing Articles ("**Existing Articles**") were last amended in January 2005 in connection with our initial public offering, numerous amendments have been made to the Companies Act and the Listing Manual. The Company has undertaken a review of Existing Articles and proposes that certain amendments be made to Existing Articles to take into account, *inter alia*, (i) the changes to the Companies Act, in particular, the Companies (Amendment) Act 2005, (ii) the prevailing Listing Manual and (iii) the Code of Corporate Governance. The Company is also taking this opportunity to streamline and rationalise certain other provisions in Existing Articles. As substantial amendments are being made to Existing Articles, it is proposed that a new set of Articles ("**New Articles**") be adopted instead of amending Existing Articles.

The proposed adoption of New Articles is subject to Shareholders' approval at EGM by a special resolution ("**Special Resolution 2**").

A summary of the material differences between Existing Articles and New Articles is set out in Section 2.4 below. The full text of New Articles is contained in Appendix III of this Circular.

### **2.4 Summary of material differences between Existing Articles and New Articles**

#### **2.4.1 Interpretation clause**

Existing Article 2 is proposed to be replaced with New Article 2 which:

- (a) provides that "Auditors" refers to the auditors for the time being of the Company;
- (b) provides that "Board" refers to the board of directors of the Company for the time being;
- (c) provides that "Directors" refers to the directors of the Company for the time being, or unless the context otherwise requires, as constituting a quorum necessary for the transaction of the business of the directors of the Company;
- (d) provides that the expression "electronic communication" refers to communication transmitted by means of a telecommunication system or by other means but while in an electronic form, such that it can be received in legible form or be made legible following receipt in non-legible form;
- (e) provides that the expression "Paid" refers to paid or credited as paid;
- (f) provides that the expression "per cent." refers to per centum or percentage;

- (g) provides that references to “Member” and “holders” of shares shall, where the Companies Act requires, exclude the Company where it is a member by reason of its holding of its shares as treasury shares;
- (h) provides that references to “Month” refers to a calendar month;
- (i) provides that the expression “telecommunication system” shall have the same meaning ascribed to it in the Telecommunications Act, Chapter 323 of Singapore, namely, any system used or intended to be used for telecommunications;
- (j) provides that the expression “Year” refers to calendar year;
- (k) provides that references to “S\$” refers to the lawful currency of Singapore;
- (l) provides that references to “Annual General Meeting”, “Extraordinary General Meeting”, “General Meeting”, “Ordinary Resolution”, “Register of Members” and “Special Resolution” shall have the meanings ascribed to them respectively in the Companies Act, and for the avoidance of doubt, a Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision in the New Articles;
- (m) provides that references to “Securities Exchange” shall have the meaning ascribed to it in Section 130A of the Companies Act; and
- (n) provides that the expression “treasury share” shall have the meaning ascribed to it under the Companies Act, namely, shares which were (or are treated as having been) purchased by the Company in circumstances in which Section 76H of the Companies Act applies, and have been held by the Company continuously since the treasury shares were so purchased.

#### 2.4.2 **Business activities**

Existing Article 3 provides, *inter alia*, that any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Directors at such time or times as they shall think fit. It is proposed that Existing Article 3 be deleted to take into account the amendments to Section 23 of the Companies Act and the proposed amendment to the objects clause of the Memorandum (as set out in Appendix I of this Circular).

#### 2.4.3 **Public company**

A New Article 3, which states that the Company is a public company, is proposed to be inserted.

#### 2.4.4 **Removal of references to par or nominal value and authorised capital**

Following the abolition of the concepts of par or nominal value under the Companies (Amendment) Act 2005, references to “par value”, “nominal value”, “nominal amount”, “denomination”, “authorised capital”, “discount”, “premium”, “capital redemption reserve fund” and “share premium account” in several of Existing Articles have been excluded from New Articles, namely, Existing Articles 7 (New Article 5), 12 (New Article 20), 26 (New Article 28), 29 (New Article 31), 53 (New Article 53), 54 (New Article 54), 55 (New Article 55), 57 (New Article 9), 60(1) (New Article 11), 60(2) (New Article 12), 135 (New Article 136) and 148(1) (New Article 147).

It is also proposed that the following Existing Articles be deleted:

- (a) Existing Article 5(a) which provides that no shares shall be issued at a discount, except in accordance with the Companies Act; and
- (b) Existing Article 97 which relates to voting rights in respect of shares of different monetary denominations.

#### 2.4.5 ***Issue of shares***

Existing Article 5 provides that subject to the Companies Act, all shares shall be under the absolute control of the Members in general meeting but subject thereto, the Directors may allot, grant options over or otherwise dispose of the same to such persons on such terms and conditions, for such consideration, at a premium or otherwise and at such times as the Directors may determine. Existing Article 11 provides that if the whole or part of the amount or issue price of any share shall be payable by instalments, every such instalment shall when due, be paid to the Company by the holder for the time being of the share or his legal representative.

It is proposed that Existing Article 5 be replaced with, and Existing Article 11 be incorporated into New Article 5. New Article 5 clarifies that the Directors may allot and issue shares or grant options over or otherwise dispose of shares 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.

It is proposed that New Article 19 be inserted to provide that all unissued shares shall be at the disposal of the Company and grant the Directors power to allot, grant options over or otherwise dispose of these unissued shares to such persons, at such times and on such terms as they think proper.

#### 2.4.6 ***Treasury shares***

New Articles 6 and 15 are proposed to be inserted following the introduction of the concept of treasury shares. New Article 6 provides that a treasury share shall be subject to such rights and restrictions as may be prescribed by the Companies Act and may be dealt with by the Company in such manner as may be permitted by and in accordance with the Companies Act, and New Article 15 provides that the Company shall not exercise any right in respect of the treasury shares other than as provided by the Companies Act, and the Company shall hold or deal with its treasury shares in the manner authorised by or prescribed pursuant to the Companies Act.

#### 2.4.7 ***Preference shares***

Existing Article 7 deals with the Company's power to issue shares with preferred, qualified deferred and other special rights and further provides that the total nominal value of issued preference shares shall not exceed the total nominal value of the issued ordinary shares. In view of the abolition of the concept of par value, it is proposed that the aforesaid provisions of Existing Article 7 be replaced with New Article 18, and incorporated into New Article 7(A) which provides that preference shares shall be issued subject to such limitation as may be prescribed by the listing rules of any securities exchange upon which the shares in the Company may be listed.

#### 2.4.8 **Variation of class rights**

Existing Articles 9 and 61 deal with the variation of rights attached to preference shares or any other class of shares in the capital of the Company. It is proposed that these Existing Articles be replaced with New Articles 8(A) and 8(C), which further provide that:

- (a) the provisions of New Article 8(A) shall apply to the variation of special rights attached to some only of the shares of any case, as if each group of shares 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,

and New Article 8(B), which provides for the repayment of preference capital.

#### 2.4.9 **Commission on subscription of shares**

Existing Article 12 provides, *inter alia*, that the Company may pay a commission to any person in consideration of his subscribing for any share in the capital of the Company. Any such commission may be paid in whole or in part in cash or fully or partly paid shares of the Company at par value as may be arranged. The Company may, in addition to, or in lieu of, such commission confer on any such person an option call within a specified time for a specified number or amount of shares in the Company at a specified price not being less than the par value.

Section 67 of the Companies Act relating to the power to pay commissions has been repealed pursuant to the Companies (Amendment) Act 2005. However, as the Company may nevertheless retain a power to pay commissions or brokerage under the Articles, it is proposed that New Article 20 (which replaces Existing Article 12) provides that the Company may pay commissions or brokerage on any issue of shares at such rate or amount and in such manner as the Directors may deem fit. In addition, reference to the par value of shares in Existing Article 12 is deleted pursuant to the abolition of the concept of "par value" and the issue of shares at a discount.

#### 2.4.10 **Joint holders of shares**

Existing Articles 13(2) and 27 provide that joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls and interest (if any) due in respect of such share. It is proposed that these Existing Articles be consolidated and be incorporated in New Article 29.

Existing Article 13(3) provides that the joint holder first named in the Register of Members or the Depository Register, as the case may be shall as regards voting, proxy, service of notices and delivery of certificates and dividend warrants, be deemed to be the sole owner of such share. It is proposed that Existing Article 13(3) be replaced with New Article 73 which provides that any one of the joint holders may vote and be reckoned in quorum at any general meeting of the Company, but in the event that both joint holders are present at the general meeting, then the person present whose name stands first in the Register of Members or the Depository Register, as the case may be shall alone be entitled to vote.

Existing Article 21 provides that certificates of shares registered in the names of two or more persons may be delivered to the joint holder first named in the Register of Members. It is proposed that Existing Article 21 be replaced with New Article 24(B) which clarifies that the Company shall not be bound to issue more than one certificate and provides that the delivery of a certificate to one of the registered joint holders shall be sufficient delivery to all.

Existing Article 146 deals with the payment of dividend by way of cheque or dividend warrant through the post to joint holders of shares who are entitled to the dividend. It is proposed that Existing Article 146 be replaced with New Article 144, which provides that the cheque or dividend warrant shall be sent to any one of joint holders (instead of to the joint holder whose name appears first on the Register or Depository Register).

#### 2.4.11 ***Financial assistance***

Existing Article 16 provides that the Directors or the Company shall not use any of its funds in the acquisition or of shares in the Company in lending on the security of shares in the Company unless the same is permitted by law. It is proposed that Existing Article 16 be replaced with New Article 22 which is drafted so as to be consistent with the language in Section 76 of the Companies Act relating to financial assistance.

#### 2.4.12 ***Share certificates***

Existing Articles 17 and 18 deal with share certificates and are proposed to be replaced with New Article 23 which provides that each certificate shall bear the common seal of the Company and specify the number and class of shares to which it relates, the amount paid on the shares, and the amount (if any) unpaid on the shares, so as to be in line with Section 123 of the Companies Act as amended pursuant to the Companies (Amendment) Act 2005. New Article 23 also clarifies that no certificate shall be issued representing more than one class of shares.

Existing Articles 19 and 20(1) deal with the entitlement to share certificates, the cancellation of certificates, and the issue of replacement certificates. Existing Articles 19 and 20(1) are proposed to be consolidated and replaced with New Article 25 with drafting changes to reflect that a maximum fee of S\$2 (or such other fee as the Directors may from time to time determine having regard to any limitation as may be prescribed by the securities exchange upon which shares in the Company are listed) for each new replacement certificate may be imposed.

#### 2.4.13 ***Lien on shares***

Existing Article 22 deals with the Company's lien on shares. It is proposed that Existing Article 22 be replaced with New Article 39 which restricts the lien to the shares and on the dividends declared or payable in respect of the shares. New Article 39 further restricts the lien to unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid.

Existing Article 23 sets out the right of the Directors to enforce the Company's lien on shares by a sale of those shares. It is proposed that the Existing Article 23 be replaced with New Article 40 which extends the notice period to be given to the holder of, or the person entitled to the shares from 7 days to 14 days.

Existing Article 24 deals with the application of proceeds of sale of shares subject to lien. It is proposed that Existing Article 24 be replaced with New Article 41 which clarifies that the Company shall be entitled to apply the proceeds of the sale of shares to satisfy unpaid calls, accrued interest and expenses of such sale.

#### 2.4.14 **Call on shares**

Existing Article 26 deals with the power of Directors to make calls on shares. New Articles 28 and 29, which replace Existing Article 26, provide, *inter alia*, that the Directors may from time to time make calls upon the Members in respect of any moneys unpaid on their shares but subject always to the terms of issue of such shares.

Existing Article 28 deals with interest on unpaid calls. New Article 30, which replaces Existing Article 28, provides that the person from whom the sum is due shall pay interest on the sum at such rate not exceeding 10% per annum as the Directors may determine. New Article 30 further clarifies that the Directors shall be at liberty in any case or cases to waive payment of such interest wholly or in part.

Existing Article 31 deals with payment in advance of calls. New Article 33, which replaces Existing Article 31, clarifies that such payments in advance of call shall extinguish the liability upon the shares in respect of which it is made.

#### 2.4.15 **Forfeiture of shares**

Existing Articles 35, 36 and 37 provide for forfeited and surrendered shares. It is proposed that these Existing Articles be consolidated and replaced with New Article 37, which provides that the forfeited and surrendered shares 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 of or entitled to the forfeited or surrendered shares, or to any other person upon such terms and in such manner as the Directors shall think fit. New Article 37 further provides that 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 other person to transfer or effect the transfer of a forfeited or surrendered share.

Existing Article 38, which deals with the liabilities of Members on forfeited shares, is proposed to be replaced with New Article 38. New Article 38 clarifies the Directors may at their absolute discretion enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or waive payment in whole or in part.

#### 2.4.16 **Transfer of shares**

Existing Article 40 deals with the transfer of legal title in the shares by an instrument of transfer and Existing Article 41 provides for the form of the instrument of transfer. It is proposed that Existing Articles 40 and 41 be consolidated and be replaced with New Article 43.

Existing Article 40 also provides that there shall be no restriction on the transfer of fully paid shares (except where required by law or by the rules, bye-laws or the Listing Manual). Existing Article 46 deals with the power of Directors to refuse to register a transfer of shares. It is proposed that Existing Articles 40 and 46 be consolidated and be replaced by New Article 45(A), which further provides that the Directors may refuse to register a transfer to a transferee of whom they do not approve (except where such refusal to register contravenes the bye-laws or listing rules of the securities exchange upon which shares in the Company are listed).

Existing Article 42 which provides that shares of different classes shall not be comprised in the same instrument of transfer, and Existing Article 45(a), which deals with fees relating to transfers, is proposed to be incorporated into New Article 45(B). New Article 45(B) provides that the Directors may in their sole discretion refuse to register any instrument of transfer of shares unless:

- (a) all or any part of the stamp duty (if any) payable on each share certificate and such fee not exceeding S\$2 as the Directors may from time to time require is paid to the Company;
- (b) the instrument of transfer is deposited at the registered 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.

Existing Article 44(1) which provides for the retention of instruments of transfer and disposal of documents is proposed to be replaced with New Article 47, which imposes no obligation on the Directors to return any instrument of transfer to the party presenting the same in the event registration is refused.

Existing Article 47 provides that if the Directors refuse to register any transfer of any share they shall give written notice of their refusal within one month, beginning with the day on which the transfer was lodged with the Company. It is proposed that Existing Article 47 be replaced with New Article 46 which provides that such written notice shall be given within ten Market Days after the date on which the transfer was lodged with the Company.

#### 2.4.17 ***Transmission of shares***

Existing Article 51 deals with the rights of persons entitled to shares on transmission, and provides that except for the entitlement to dividends, such persons have no rights or privileges of a Member unless they are registered as Members in the Register of Members or their names are entered in the Depository Register. It is proposed that Existing Article 51 be replaced with New Article 52, which provides persons entitled to shares on transmission shall be entitled to the same dividends and other advantages as those to which they would be entitled if they were the Member in respect of the share but provided authority from the Directors is given they shall not be entitled to exercise any right conferred by membership in relation to meetings of the Company unless they are registered as Members in the Register of Members or their names are entered in the Depository Register. New Article 52 also imposes no obligation on the Directors to give notice to such persons requiring them to elect to be registered or transfer the shares.

#### 2.4.18 **Share repurchase**

Existing Article 52 provides that the Company may purchase or otherwise acquire ordinary shares issued by it on such terms as the Company may think fit and in the manner prescribed by the Companies Act and all shares repurchased by the Company shall be cancelled. In line with the Companies (Amendment) Act 2005, it is proposed that Existing Article 52 be replaced with New Articles 12(B), 13 and 14.

New Articles 12(B) and 13 provide that the Company may purchase or otherwise acquire any of its issued shares on such terms and in such manner as the Company may from time to time think fit and in the manner prescribed by law. Any share which is so purchased or acquired by the Company, may be held as treasury shares and unless held as treasury shares, shall be deemed to be cancelled immediately. On cancellation, the rights and privileges attached to that share shall expire. In any other instance, the Company may hold or deal with any such share (including treasury shares) which is so purchased or acquired by it.

New Article 14 provides that where the shares purchased or otherwise acquired are held as treasury shares by the Company, the Company shall be entered in the Register of Members as the Member holding the treasury shares.

#### 2.4.19 **Alteration of share capital**

Existing Article 57 deals with the power of the Company to increase capital. Existing Article 6(1) deals with the authority of Directors to issue shares. It is proposed that Existing Article 57 be consolidated with Existing Article 6(1) and both Existing Articles be replaced with New Article 9 with the necessary drafting changes.

#### 2.4.20 **Borrowings**

Existing Articles 62 to 65 deal with the Directors' power to borrow, the conditions of borrowing, debentures or other instruments for securing the payment of money, and the keeping of a register of mortgages. It is proposed that Existing Articles 62 to 65 be replaced with New Article 121 with drafting changes to provide that subject to the Statutes and the provisions of the Articles, 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.

#### 2.4.21 **General meetings**

Existing Article 68, which deals with the first annual general meeting of the Company, is proposed to be deleted as it is no longer relevant.

Existing Article 69 which deals with calling of EGMs by Directors and Existing Article 70 which deals with EGMs requisitioned by Members are proposed to be replaced with New Article 57. New Article 57 provides generally that the Directors may whenever they think fit, and shall on requisition in accordance with the Statutes proceed with proper expedition to convene an EGM.

It is proposed that New Article 67 be inserted to provide that proceedings on a substantive resolution shall not be invalidated by any error in the event that an amendment is proposed to that resolution but is ruled out of order by the chairman of



the meeting in good faith. New Article 67 also provides that in the case of a resolution duly proposed as a special resolution, no amendment to that special resolution (other than a mere clerical amendment to correct a patent error) may be considered or voted upon.

#### 2.4.22 **Notice of general meetings**

Existing Articles 71 and 74 deal with notice of meetings. It is proposed that Existing Articles 71 and 76 be replaced with New Article 58 with drafting changes made to:

- (a) specifically provide that twenty-one days' notice is to be given for a general meeting at which it is proposed to pass a special resolution (so as to be consistent with the requirements in paragraph 7 of Appendix 2.2 to the Listing Manual) as well as for a resolution of which special notice has been given to the Company;
- (b) provide, in accordance with Section 177(3) of the Companies Act, that a general meeting may be called by shorter notice if it is so agreed (i) in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and (ii) in the case of an EGM, by a majority in number of the Members having a right to attend and vote thereat, being a majority which together holding not less than 95% (or such other percentage as prescribed by the Companies Act) of the total voting rights of all the Members having a right to vote at that meeting, provided that the accidental omission to give any such notice or the non-receipt of notice by any person entitled shall not invalidate the proceedings at the meeting; and
- (c) clarify that so long as the shares of the Company are listed on the SGX-ST, at least fourteen days' notice of every general meeting shall be given by advertisement in the daily press and in writing to the SGX-ST by way of announcement on the SGXNET and to each stock exchange upon which the Company is listed.

New Article 59 is proposed to be inserted to provide that:

- (a) every notice of general meeting shall specify the place and the day and hour of the meeting, and should state that a Member entitled to attend and vote is entitled to appoint a proxies to attend and to vote instead of him and that a proxy need not be a Member;
- (b) in the case of an annual general meeting, the notice shall also specify the meeting as such; and
- (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 the special business, and if any resolution is to be proposed as a special resolution the notice shall contain a statement to that effect.

Existing Article 75 is proposed to be replaced by New Article 60 with drafting changes to provide that routine business shall mean and include only business transacted at an annual general meeting relating to the declaration of dividends, the receiving and adopting of accounts, reports of the Directors and Auditors and other documents required to be attached or annexed to the accounts, the appointing or re-appointing of Directors to fill vacancies arising at the meeting on retirement whether by rotation or otherwise, the re-appointing the retiring of Auditors (unless they were last appointed

otherwise than by the Company in general meeting), the fixing of remuneration of the Auditors or determining the manner in which such remuneration is to be fixed, and the fixing of the fees of the Directors proposed to be passed under Article 87.

New Article 61 is proposed to be inserted to provide that any notice of a meeting called to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business.

Existing Article 72, which deals with Members submitting resolution to general meeting by serving prior notice of intention to the Company, and Existing Article 73, which deals with the dissemination of such notice of intention to Members, are proposed to be deleted.

#### 2.4.23 **Quorum**

Existing Article 76 provides that no business shall be transacted at any general meeting unless the requisite quorum of two Members is present. It is proposed that Existing Article 76 be replaced with New Article 63 which clarifies that no business other than the appointment of a chairman shall be transacted at any general meeting unless a quorum is present, which shall be two or more Members present in person or by proxy. New Article 63 also clarifies that where a Member is represented by more than one proxy, such proxies shall count as only one Member for the purpose of determining quorum.

#### 2.4.24 **Chairman of meeting**

Existing Article 78 provides that the chairman of the Board shall preside as the chairman at every general meeting but if there is no such chairman or if the chairman is not present and willing to act within 15 minutes after the time appointed for the meeting, the Members present shall choose another chairman. It is proposed that Existing Article 78 be replaced with New Article 62 which clarifies that the deputy chairman of the Board may also preside as chairman of the general meeting and Members present shall choose another chairman if such chairman is not present and willing to act within five minutes after the time appointed for the meeting.

#### 2.4.25 **Adjournment of meeting**

Existing Article 79 deals with the adjournment of meetings. It is proposed that New Articles 65 and 66 which clarify that no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the first meeting, and the time and place for an adjourned meeting shall be fixed by the Directors. It is not necessary to give any notice of an adjournment, unless the meeting is adjourned for 30 days or more, in which case not less than seven days' notice shall be given.

#### 2.4.26 **Method of voting and demand for poll**

Existing Article 80, which deals with the method of voting and who can demand a poll, is proposed to be replaced with New Article 68. New Article 68 provides that a poll may be demanded by, *inter alia*:

- (a) not less than five Members (instead of two Members) having the right to vote at the meeting; and

- (b) a Member having the right to vote that the meeting and holding shares on which an aggregate sum has been paid up to not less than 10% of the total sum paid-up on all shares of the Company conferring that right (excluding treasury shares), following the introduction of provisions on treasury shares pursuant to the Companies (Amendment) Act 2005.

New Article 68 also provides, in place of Existing Article 81(2) that no poll shall be demanded on the choice of a chairman or on a question of adjournment.

Existing Article 81(2) further provides that a poll demanded on any question (other than on the choice of a chairman or on a question of adjournment) shall be taken at such time as the chairman of the meeting directs. It is proposed that Existing Article 81(2) be replaced with New Article 71 which clarifies that the poll demanded shall either be taken immediately or at such subsequent time not more than 30 days from the date of the meeting. New Article 71 further provides that 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.

Existing Articles 81(1) and 82 deal with the chairman's declaration and declaration as to poll. It is proposed that these Existing Articles be consolidated and replaced with New Article 69, which further provides that the chairman may, and if so directed 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. New Article 69 also provides that a demand for a poll may be withdrawn only with the approval of the meeting.

#### 2.4.27 ***Votes of Members***

Existing Articles 85(1) which deal with voting rights of Members, is proposed to be replaced with New Article 72, which provides that on a show of hands, if a Member 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.

Existing Article 87 which requires a Member to have paid everything for the time being due from him and payable to the Company in respect of his shares in order to be entitled to vote, is proposed to be replaced with New Article 75, which further clarifies that such Member shall also be entitled to exercise any other right conferred by membership in relation to meetings of the Company.

Existing Article 88 which deals with the votes of Members of unsound mind is proposed to be replaced with New Article 74, which provides that if a receiver or other person has been appointed to act on behalf any Member with a 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 or to exercise any other right conferred by membership in relation to meetings of the Company.

Existing Article 91 deals with corporations acting via representatives. New Article 85, which replaces Existing Article 91, further provides that the Company shall be deemed to be present in person at any such meeting if the representative so authorised is present.

2.4.28 ***Appointment of proxies***

It is proposed that Existing Articles 93 and 94, which deal with the execution and lodgment of the instrument of proxy, be consolidated into and replaced with New Articles 80(B) and 81. New Article 81 clarifies that other than the registered office of the Company, the instrument of proxy may also be left at some other place as may be specified in any document accompanying the notice convening the meeting. New Article 81 further provides that the instrument of proxy shall, unless the contrary is stated, be also valid for any adjournment of the meeting as for the meeting to which it relates. However, an instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered, shall not be required again to be delivered for the purposes of any subsequent meeting to which it relates.

Existing Article 95 provides that a vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or the transfer of the share in respect of which the vote is given provided that no notice in writing of the death or revocation or transfer shall have been received at the registered office at least one hour before the time fixed for holding the meeting. It is proposed that Existing Article 95 be replaced with New Article 83 which also extends to the insanity of the principal.

Existing Article 96 provides that an instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and to speak at the meeting. It is proposed that Existing Article 96 be replaced with New Article 82 which also extends proxy's authority to move any resolution or any amendment of a resolution.

2.4.29 ***Voting in absentia***

Guideline 15.1 of the Code of Corporate Governance provides that companies should make appropriate provisions in their articles of associations to allow for in absentia voting methods such as by mail, e-mail, or facsimile, if the shareholders so consent. Pursuant to the recommendation under the Code of Corporate Governance, it is proposed that New Article 84 be inserted to give the Directors the discretion to implement methods of voting in absentia.

2.4.30 ***Directors***

Existing Article 98 which deals with the number of Directors, is proposed to be replaced with New Article 86, which provides that all the Directors shall be natural persons and shall not be less than one in number (instead of not less than two or more than twenty). New Article 86 further provides that the Company may, subject to the Statutes, vary the minimum number of Directors by ordinary resolution from time to time.

Existing Article 99 which sets out the names of the first Directors is proposed to be deleted in its entirety as one of the Directors listed in Existing Article 99 has ceased to be a Director.

Existing Article 100 which provides that a Director shall not be required to hold any share in the Company is proposed to be replaced with New Article 87, which further clarifies (in place of Existing Article 115) that a Director who is not a Member shall nevertheless be entitled to attend and speak at general meeting.

It is proposed that Existing Article 102(4) be replaced with New Article 94(A), restricting the power of Directors to the appointment of one or more of their body to be the holder of an executive office (instead of the appointment to be an employee or agent of the

Company) on such terms and for such period as they may determine. Such an appointment may be revoked at anytime, if it does not prejudice the terms of any contract which may be entered into in this case.

Existing Article 103 which deals with the remuneration of the Directors for special services rendered is proposed to be replaced with New Article 89(A), which provides that a Director who performs services which in the opinion of the Directors are outside the scope of ordinary duties of a Directors, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine.

New Article 90 which provides that a Director may be reimbursed all such reasonable expenses as he may incur in attending and returning from meetings, is proposed to be inserted.

It is proposed that New Article 95 be inserted, to provide, *inter alia*, that 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.

#### 2.4.31 **Managing Directors**

It is proposed that New Article 98 which provides that a Managing Director shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as the other Directors, and if he ceases to hold the office of Director from any cause, he shall immediately cease to be a Managing Director.

#### 2.4.32 **Alternate Directors**

Existing Article 101, which deals with alternate Directors, is proposed to be replaced with New Article 110.

Existing Articles 101(1) and 101(2) relate to the appointment and termination of an alternate Director and is proposed to be replaced with New Articles 110(A) and 110(B). New Article 110(A) provides generally that an alternate Director may be appointed or terminated by any Director at any time by writing, such appointment or termination having been approved by a majority of the other Directors of the Board. New Article 110(A) also provides that a Director may not act as an alternative for another Director and a person cannot act as alternate Director to more than one Director at the same time.

Existing Article 101(1) also provides that an Alternate Director is entitled to receive notices of meetings of the Directors, attend meetings and to perform all functions of his principal as a Director in his absence. This is proposed to be incorporated into New Article 110(C) which clarifies that in the absence of the alternate Director's principal from meetings or if the principal is temporarily unable to act, the alternate Director is entitled to sign any resolution in writing of the Directors which shall be as effective as the signature of his principal. The provisions of New Article 110(C) shall also apply to any meeting of any such committee of which his principal is a Member. An alternate Director shall not (save as mentioned in New Article 110(C)) have power to act as a Director nor shall he be deemed to be a Director for the purposes of the New Articles.

Existing Article 101(3) provides that an alternate Director shall be entitled to contract and be interested in and benefit from contracts, arrangements or transactions to the same extent as if he were a Director. Existing Article 101(3) is proposed to be replaced with New Article 110(D) which extends the alternate Director's entitlement to being

repaid for expenses and to be indemnified as if he were a Director. New Article 110(D) also further clarifies that the alternate shall only be entitled to receive remuneration in respect of his appointment as alternate Director if such remuneration is otherwise payable to his principal as such principle may by notice in writing to the Company from time to time direct.

#### 2.4.33 ***Vacancy, appointment and rotation of Directors***

Existing Article 117 which deals with the appointment of persons to fill vacancies is proposed to be replaced with New Article 109. New Article 109 provides that a person so appointed by the Directors shall hold office only until the next annual general meeting and shall then be eligible for re-election, and further clarifies that such a person shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting.

It is proposed that New Article 102 which provides for the immediate resignation of a Director in the event of the Director's disqualification, be inserted.

It is proposed that New Article 105 be inserted to set out certain situations in which the retiring Director shall be deemed to have been re-elected and to clarify that the retirement shall not take effect until the conclusion of the meeting.

New Article 106, which provides that 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, is proposed to be inserted. New Article 106 further provides that any resolution moved in contravention of this provision shall be void.

#### 2.4.34 ***Powers and duties of Directors***

Existing Article 118 provides for the removal of the Directors and the appointment of another person in place of a removed Director. It is proposed that Existing Article 118 be replaced with New Article 108, which further provides that a person so appointed shall be treated as if he had become a Director on the day on which the removed was last appointed a director. In event that no appointment is made, the vacancy arising from the removal may be filled as a casual vacancy.

Existing Article 119 which provides for the appointment of attorney is proposed to be replaced with New Article 124, which further authorises any such appointed attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

New Article 123, which provides for the establishing of local boards or agencies for managing any affairs of the Company is proposed to be inserted.

It is proposed that New Article 125, which deals with the keeping of a Branch Register, be inserted.

It is proposed that New Article 126 be inserted to provide for the signing of cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments.

#### 2.4.35 ***Proceedings of Directors***

Existing Articles 120(1) and 120(2) which deal with the meetings of Directors are proposed to be consolidated and replaced with New Article 111(A). New Article 111(A) further provides that a notice of a meeting of Directors shall be given to each of the Directors in writing at least two clear days prior to the day of the meeting, and any Director may waive notice of any meeting and any such waiver may be retroactive. New Article 111(A) also provides for meeting by telephone or video conference and any Director participating in the meeting in such a manner must also be taken account in ascertaining the presence of a quorum at the meeting. Minutes taken at such meetings shall be deemed conclusive evidence of such proceedings and all resolutions agreed at such meetings shall be deemed to be as effective as a resolution passed at a meeting in person of the Directors duly convened and held. Such a meeting shall be deemed to be held at the place agreed upon by the Directors during the meeting, PROVIDED that at least one Director present at the meeting was at the place for the duration of the meeting.

New Article 111(B) which deals with the service of notices and the delivery of documents on Directors by post, telefax or electronic means is proposed to be inserted.

Existing Article 121 which provides for the quorum at a meeting of Directors, which shall be two Directors, is proposed to be replaced with New Article 112, which clarifies that a meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

Existing Article 123 provides for the election of a chairman of a meeting. It is proposed that Existing Article 123 be replaced with New Article 116. New Article 116(A) provides that if no chairman or deputy chairman shall be present within five minutes (instead of 15 minutes as provided in Existing Article 123) after the time appointed for the holding of the meeting, the Directors present may choose one of their number to be the chairman of the meeting.

In addition, New Article 116(B) further provides that in the event there are more than one deputy chairman, the right in the absence of the chairman to preside at a company of the Directors or of the Company shall be determined by the seniority in length of appointment of the deputy chairmen, or otherwise resolved by the Directors.

Existing Articles 127 and 128 deal with the meeting of committees. It is proposed that Existing Articles 127 and 128 be replaced with New Article 119, which generally provides that meetings and proceedings of any such committees shall be governed by the provisions of the Articles regulating meetings and proceedings of Directors.

Existing Article 129 provides for the validity of acts done by any meeting of the Directors or of a committee of Directors notwithstanding any defect in their appointment. It is proposed that Existing Article 129 be replaced with New Article 120, which clarifies that the validity of such acts is as regards all persons dealing in good faith with the Company.

#### 2.4.36 ***Secretary***

Existing Articles 133 and 134 deal with the appointment and removal of secretaries. Existing Articles 133 and 134 are proposed to be consolidated and replaced with New Article 128 which further provides that any secretary may be removed by the Directors, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company and that the appointment and duties of the secretary shall not conflict with the provisions of the Companies Act.

#### 2.4.37 ***Authentication of documents***

New Article 132 is proposed to be inserted to provide for authentication and certification as true copies or extracts of documents including documents affecting the constitution of the Company, any resolutions passed by the Company, the Directors or any committee and any books, records, documents and accounts relating to the business of the Company.

#### 2.4.38 ***Dividends and reserves***

Existing Article 135 provides for the payment of dividends to be made in proportion to the amount of capital paid up in respect of the shares. In view of the abolition of the concept of par value pursuant to the Companies (Amendment) Act 2005, it is proposed that Existing Article 135 be replaced with New Article 136 which provides that all dividends are to be paid proportionately to the number of shares held by a Member, and that where shares are partly paid, all dividends must be apportioned and paid proportionately to the amounts paid or credited as paid on the partly paid shares, and all dividends must be apportioned and paid proportionately to the amounts paid or credited as paid during any portion or portions of the period in respect of which the dividend is paid. New Article 136 further clarifies that no amount paid on a share in advance of a call shall be treated as paid on the share.

Existing Article 138 provides that the Company in general meeting may declare a dividend but no larger dividend shall be declared than is recommended by the Directors. It is proposed that Existing Article 138 be replaced with New Article 134 which further provides that no dividends may be paid to the Company in respect of treasury shares.

Existing Article 139 which deals with interim dividends is proposed to be replaced with New Article 135. New Article 135 provides that the Directors may declare and pay without 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 by the terms of issue of the shares, and may also from time to time declare and pay interim dividends on shares of any class of such amounts and on such dates as they may think fit. The qualification in Existing Article 139 that no interim dividends shall be declared more than once in six months is proposed to be deleted.

Existing Article 145 which deals with the giving of notice of dividend by advertisement is proposed to be deleted.

New Article 140 which provides that a waiver in whole or in part of any dividend on any share by any document 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, be inserted.

It is proposed that New Article 143 which deals with scrip dividends be inserted to provide the Company with flexibility to pay dividends by issuing shares in lieu of cash and to enable Members to elect to receive new shares credited as fully paid in lieu of the cash amount of a qualifying dividend, in accordance with a scrip dividend scheme of the Company.



Existing Article 147 which deals with unclaimed dividends is proposed to be replaced with New Article 139(C) and 139(D). New Article 139(C) provides that all unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company and clarifies that the payment by the Directors of any unclaimed dividends or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof. In addition, New Article 139(C) provides that the Company may forfeit any dividend if the same has been unclaimed for a period of six years from the date of declaration but the Directors may at any time thereafter at their absolute discretion annul such forfeiture. New Article 139(D) provides that where the Depository returns any such unclaimed dividends or moneys to the Company, the same applies and a Depositor shall not have any right or claim against the Company in respect of such returned unclaimed dividends or moneys.

Existing Article 149 which deals with setting aside out of the profits of the Company as reserve is proposed to be replaced with New Article 133. New Article 133 further provides that the Directors may divide the reserve fund 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 which they may think it not prudent to divide.

#### 2.4.39 ***Capitalisation of profits and reserves***

Existing Articles 148(1) and 148(2), which relate to the capitalisation of profits and reserves, are proposed to be replaced with New Articles 147 and 148. New Articles 147 and 148 permit the issue of bonus shares for which no consideration is payable and exclude references to the share premium account and the capital redemption reserve fund since pursuant to the Companies (Amendment) Act 2005, any amounts standing to the credit of the Company's share premium account and capital redemption reserve would have become part of its share capital.

In addition, New Article 148 is proposed to be inserted to provide for the issue of shares for which no consideration is payable and the capitalisation of profits or other moneys of the Company, in each case, on terms that such shares shall, upon issue, be held by or for the benefit of participants of any share incentive or option scheme or plan implemented by the Company and approved by Members in general meeting, and on such terms as the Directors shall think fit. New Article 148 will facilitate and provide greater flexibility to the Company for the delivery of shares to participants in respect of vested awards granted pursuant to any share-based incentive plan that may be implemented by the Company.

#### 2.4.40 ***Accounts***

Existing Article 150 which deals with the responsibility of the Directors to keep proper accounts, and Existing Article 151, which deals with keeping of and inspection of books of accounts is proposed to be consolidated and replaced with New Article 149. New Article 149 provides that accounting records must sufficiently show and explain the Company's transactions, and shall be kept at the registered office of the Company or at such other place as the Director's think fit. New Article 149 further provides that no Member 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.

Existing Articles 152 and 153 deal with the presentation of accounts and balance sheet, respectively, before shareholders at annual general meetings. It is proposed that Existing Articles 152 and 153 be consolidated and replaced with New Article 150 which deletes references to the laying of accounts after the date of incorporation of the Company and provides that the Directors shall from time to time in accordance with Section 201 of the Companies Act, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts and reports as may be necessary.

Existing Article 154, which deals with copies of accounts to be sent to persons entitled, is proposed to be replaced with New Article 151. New Article 151 clarifies that it shall not require a copy of the documents to be sent to, *inter alia*, more than one of the joint holders of any shares or debentures in the Company, or to any person whose address the Company is not aware of to but any Member 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 registered office.

#### 2.4.41 **Auditors**

It is proposed that New Articles 152 and 153 which provide for the validity of the acts of auditors despite defect in appointment and the auditor's right to receive notice and attend meetings, respectively, be inserted.

Existing Articles 155 and 157 relating to annual audits and casual vacancy in the office of the auditor, respectively, are proposed to be deleted.

#### 2.4.42 **Notices**

Existing Articles 159(1) and 165 which deal with the method of service of documents and the point in time where service is effected, respectively, is proposed to be consolidated and replaced by New Article 156. New Article 156 provides that any document shall be deemed to have been served at the time the cover containing the said document is posted to the Member (instead of at the time the cover is left at the registered address of the Member). New Article 156 also provides for the service of notices and documents to be effected by electronic communications in addition to service by way of personal delivery or post.

Existing Articles 152(2) and 162 which provide for situations where the Members have no address appearing on the Register or Depository Register or have no address in Singapore is proposed to be replaced with New Article 160, which provides that these Members shall not be entitled to receive notices from the Company.

Existing Article 160 which deals with notice to joint holders is proposed to be replaced with New Article 158. New Article 158 clarifies that 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.

Existing Article 164 provides that documents may be served on the Company by leaving the document at the office of the Company or by post, telex or facsimile transmission. It is proposed that Existing Article 164 be replaced with New Article 157 which provides that the service on the Company may be made by leaving the document at, or posting the document to, the registered office of the Company.

Consequential drafting changes are proposed to be made to New Article 159 (which replaces Existing Article 167) to provide for the service of notices and documents to be effected by electronic communications in addition to service by way of personal delivery or post.

#### 2.4.43 ***Winding Up***

Existing Articles 170 and 171, which deal with distribution of assets in kind and *in specie* in winding up, is proposed to be consolidated and replaced with New Article 166, which further provides that the liquidator may vest the whole or any part of the assets in trustees upon such trusts for the benefit of Members and the liquidation of the Company may be closed and the Company dissolved but that no Member shall be compelled to accept any shares or other securities in respect of which there is a liability.

Existing Article 171, which provides that no commission or fee shall be paid to a liquidator unless ratified by the Members, is proposed to be deleted.

#### 2.4.44 ***Indemnity***

Existing Article 172 provides for the indemnity of every Director or other officer of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto.

Section 172(2)(b) of the Companies Act permits the Company to indemnify any Director, auditor or other officer of the Company against 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 judgment is given in his favour or in which he is acquitted or in connection with any application under Section 76A(13) of the Companies Act or Section 391 of the Companies Act in which relief is granted to him by the court. Accordingly, it is proposed that Existing Article 172 be replaced with New Article 167 which is drafted to reflect the provisions of Section 172(2)(b) of the Companies Act.

#### 2.4.45 ***Secrecy***

It is proposed that New Article 168 be inserted to provide that no Member shall be entitled to require discovery of or any information respecting any detail of the Company's trade or other 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 or which will be inexpedient in the interest of the Members to communicate to the public (save as may be required by law or the listing rules of the SGX-ST).

#### 2.4.46 ***Marginal notes and amendments***

Existing Article 173 which deals with marginal notes to the Articles and Existing Article 174 which provides that no deletion, amendment, addition or other modification shall be made to these Articles without the prior written approval of the SGX-ST, are proposed to be deleted.

### 3. THE PROPOSED OLAM SCRIP DIVIDEND SCHEME

Shareholders' approval is being sought at the EGM for the adoption of the Olam Scrip Dividend Scheme by an ordinary resolution ("**Ordinary Resolution 3**").

#### 3.1 Rationale

The proposed Olam Scrip Dividend Scheme, if and when adopted, will provide Shareholders greater flexibility in meeting their investment objectives, as they would have the choice of receiving cash or reinvesting in the Company through the acquisition of additional Shares without having to incur transaction costs. This would also create greater share liquidity in the market to the extent that New Shares are issued pursuant to the Olam Scrip Dividend Scheme. The Company will further benefit from the participation by Shareholders in the Olam Scrip Dividend Scheme as, to the extent that Shareholders elect to receive Qualifying Dividends in the form of Shares, the cash which would otherwise be payable by way of Dividends would be retained in the Company and used to fund the growth and expansion of the Group and strengthen its working capital base. This is part of the Group's continuing efforts to enhance and maximise shareholders' value.

#### 3.2 Election to receive Dividends in the form of Shares in lieu of cash

Under the proposed Olam Scrip Dividend Scheme, whenever a Dividend is announced and the Directors have determined that Shareholders may elect to receive New Shares credited as fully paid in respect of their entitlement to the Dividend instead of cash, each Shareholder will have the choice of:

- (a) receiving the Dividend in cash on his existing Shares held;
- (b) receiving an allotment of New Shares credited as fully paid in lieu of the cash amount of the Dividend entitlement; or
- (c) receiving the Dividend in cash in relation to a portion of his existing Shares held and the balance in the form of New Shares, credited as fully paid.

An announcement will be made by the Company as soon as practicable following the determination by the Directors that the Olam Scrip Dividend Scheme is to apply to a particular Dividend, and in any event no later than the Market Day following the Books Closure Date for that Dividend.

A Shareholder will, at the discretion of the Company, receive one or more notices of election ("**Notices of Election**") in relation to his entitlement to the Qualifying Dividend. Subject to the terms and conditions of the Olam Scrip Dividend Scheme, a Shareholder may elect to receive New Shares in respect of **all or part** of his entitlement to the Qualifying Dividend to which each Notice of Election relates. A Shareholder may also make a permanent election to receive New Shares in respect of his entitlement to all future Qualifying Dividends to which each Notice of Election relates. For the avoidance of doubt, a Shareholder may not make a permanent election to participate in respect of part only of his holdings of Shares to which each Notice of Election relates for all future Qualifying Dividends. Where a permanent election has been made, the Shareholder may, by giving the appropriate notice (in accordance with paragraph 4.12 of the Scrip Dividend Scheme Statement set out in Appendix IV to this Circular), cancel his participation and withdraw from the Olam Scrip Dividend Scheme at any time. The cancellation of a permanent election by a Shareholder will not preclude him from making a fresh permanent election, should he wish to do so, at a later time.

A Shareholder who receives two or more Notices of Election may elect to receive New Shares in respect of all or part of his entitlement to which one Notice of Election relates and decline to receive New Shares in respect of his entitlement to which any other Notices of Election relate. A Shareholder who receives two or more Notices of Election and wishes to receive New Shares in respect of all or part of his entitlement to the Qualifying Dividend in respect of all his Shares must complete all the Notices of Election received by him and return the completed Notices of Election to the Company and/or CDP, as the case may be.

For the purpose of calculating the number of New Shares to be allotted and issued to Shareholders, the issue price of a New Share shall not be set at more than a 10% discount to, nor shall it exceed, the amount which is the arithmetic average of the volume weighted average price for a Share sold on the SGX-ST for a period of ten Market Days (or such number of days as the Directors may determine in their sole discretion) following the date of the announcement of the date of allotment of the New Shares (the "**Price Determination Period**").

If there is no trading in the Shares during the Price Determination Period, the issue price of a New Share shall not be set at more than a 10% discount to, nor shall it exceed, the arithmetic average of the volume weighted average price of a Share on the SGX-ST for each of the Market Days during a period to be determined by the Directors and announced by the Company.

Where the Olam Scrip Dividend Scheme applies to a particular Dividend, it will not be possible until after the Price Determination Period to determine the exact number of New Shares to which Shareholders electing to receive New Shares will be entitled. Accordingly, after the relevant Price Determination Period, the Company will announce the issue price of a New Share to be used in the calculation of Shareholders' entitlements to the New Shares in respect of such Qualifying Dividend. In addition, Notices of Election will be sent to Shareholders after the Books Closure Date but before the Price Determination Period commences. The Company will also announce the last day (which will be a date to be fixed by the Directors) on which Shareholders will be entitled to make their election of the above alternatives, in respect of such Qualifying Dividend.

The New Shares which may be allotted and issued to participating Shareholders pursuant to the Olam Scrip Dividend Scheme will, upon allotment and issue, rank *pari passu* in all respects with the existing Shares then in issue except that they will not rank for any dividend, right, allotment or other distributions, the record date for which falls before the date of issue of the New Shares, unless the Directors shall otherwise specify.

Fractional entitlements to the New Shares will be rounded to the nearest whole number or otherwise dealt with in such manner as the Directors may deem fit and as may be acceptable to the SGX-ST.

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

### **3.3 Availability of the Olam Scrip Dividend Scheme**

Notwithstanding any provisions of the Olam Scrip Dividend Scheme, if at any time after the Directors have determined that the Olam Scrip Dividend Scheme shall apply to any Dividend and before the allotment and issue of New Shares in respect of such 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 Olam Scrip Dividend Scheme in respect of such Dividend, the Directors may, in their absolute discretion and as they deem fit and without assigning any reason therefor,

cancel the application of the Olam Scrip Dividend Scheme to such Dividend. In such event, the Dividend shall be paid in cash to Shareholders in the usual way.

### **3.4 Eligibility**

All Shareholders are eligible to participate in the Olam Scrip Dividend Scheme, subject to the restrictions on Foreign Shareholders, more particularly described in section 3.6 below and except that participation in the Olam Scrip Dividend Scheme shall not be available to such Shareholders or class of Shareholders as the Directors may in their discretion determine, and further subject to the requirement that such participation by any 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, as the case may be, or by the Articles.

### **3.5 Obligation to extend take-over offer**

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 take-over for the Company if:

- (a) he, by participating in the Olam Scrip Dividend Scheme in relation to any Qualifying Dividend, acquires, whether by a series of transactions over a period of time or not, Shares which (together with Shares held or acquired by 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, by participating in the Olam Scrip Dividend Scheme in relation to any Qualifying Dividend, acquires in any period of six months additional Shares carrying more than 1% of the voting rights of the Company.

**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 Take-over Code. Shareholders who are in doubt as to whether they would incur any obligation to make a take-over offer under the Take-over Code as a result of any acquisition of Shares through their participation in the Olam Scrip Dividend Scheme are advised to consult their professional advisers and/or the Securities Industry Council of Singapore at the earliest opportunity.**

### **3.6 Shareholders with registered addresses outside Singapore**

For practical reasons and to avoid any violation of the securities laws applicable in countries outside Singapore where Shareholders may have their registered addresses, unless the Directors determine otherwise, Foreign Shareholders may not participate in the Olam Scrip Dividend Scheme. No Foreign Shareholder shall have any claims whatsoever against the Company in connection therewith. Foreign Shareholders who wish to be eligible to participate in the Olam Scrip Dividend Scheme should provide an address in Singapore for the service of notices and documents by notifying the Company, or, if the Foreign Shareholder is a Depositor, CDP, not later than five Market Days prior to the relevant Books Closure Date (or such other period as the Directors may determine) for a Dividend. Depositors should note that all correspondence and notices will be sent to their last registered addresses with CDP.

### **3.7 Listing on the SGX-ST**

Subject to Shareholders' approval for the proposed Olam Scrip Dividend Scheme at the EGM, in-principle approval has been granted by the SGX-ST on 15 September 2009 for the listing and quotation of the New Shares to be issued pursuant to the Olam Scrip Dividend Scheme. The in-principle approval of the SGX-ST is not to be taken as an indication of the merits of the Olam Scrip Dividend Scheme, the New Shares, the Company and/or its subsidiaries.

It is expected that share certificates will be posted at the risk of Shareholders or, as the case may be, the New Shares will be credited to the relevant Securities Accounts of Depositors who have elected to receive New Shares in each case, on or about the payment date for the relevant 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 Dividend.

### **3.8 Taxation**

The Company takes no responsibility for the taxation liabilities of Shareholders who choose to participate in the Olam Scrip Dividend Scheme or the tax consequences of any election made by Shareholders. As individual circumstances and laws may vary considerably, specific tax advice should be obtained by Shareholders if they are in any doubt or if they otherwise require.

The Company accepts no responsibility for the correctness or accuracy of any information as to tax liability contained in the Scrip Dividend Scheme Statement set out in Appendix IV to this Circular.

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

### **3.9 Odd lots**

The Shares are currently traded in board lots of 1,000 Shares. A Shareholder who elects to receive New Shares in lieu of the 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 SGX-ST should do so on the Unit Share Market, which allows trading of odd lots with a minimum of one Share.

### **3.10 Modification and termination**

The Olam Scrip Dividend Scheme may be modified, suspended (in whole or in part) or terminated at any time and in any manner by the Directors as they deem fit on giving notice in writing to all Shareholders, except that no material modification shall be made without the prior approval of the SGX-ST.

In the case of a modification, the Olam Scrip Dividend Scheme will continue as modified in relation to each Shareholder who has made a permanent election under the Olam Scrip Dividend Scheme unless and until the Company or, as the case may be, CDP (where the Shareholder is a Depositor) receives a notice of cancellation in respect of a Notice of Election submitted by the Shareholder or his permanent election otherwise ceases to have effect as provided in paragraph 4.12 of the Scrip Dividend Scheme Statement set out in Appendix IV to this Circular.

### 3.11 Other Arrangements (as defined below) by the Company

Under paragraph 4.16 of the Scrip Dividend Scheme Statement, the Company may, on such terms and conditions as the Directors in their absolute discretion deem fit and in accordance with the rules of the Listing Manual, enter into arrangements, transactions, agreements and deeds relating to or in connection with the Scrip Dividend Scheme (the “**Other Arrangements**”) including any placement, underwriting or other arrangements with one or more underwriters or other parties with respect to any Shares (the “**Relevant Shares**”) not issued to or taken up by Shareholders who do not elect to receive Shares in respect of a Qualifying Dividend and/or which relate to Foreign Shareholders had they been eligible to participate and for this purpose, the Relevant Shares will be issued at an issue price not less than the issue price of the New Shares and on such terms and conditions as the Directors deem fit, to one or more underwriters or other parties. This would enable the Company to retain cash, which would otherwise be payable to Shareholders pursuant to such Dividend, and for the growth and expansion of the Group.

In the event that the Relevant Shares are placed out to:

- (a) Directors and/or Substantial Shareholders;
- (b) immediate family members of the Directors and/or Substantial Shareholders;
- (c) related companies (as defined in Section 6 of the Companies Act), associated companies and sister companies of the Substantial Shareholders;
- (d) corporations in whose shares the Directors and/or Substantial Shareholders have an aggregate interest of at least 10.0%; and
- (e) any person who, is deemed by, and notified to the Company by the SGX-ST to fall within sub-paragraphs (a) to (d) above,

the Company will seek the approval of Shareholders at a general meeting, pursuant to Rule 804 and Rule 812 of the Listing Manual.

The Company will announce the details of such Other Arrangements on the website of the SGX-ST, in the event such Other Arrangements are entered into.

### 3.12 General

It should be noted that the grant of the right to participate in the Olam Scrip Dividend Scheme to elect to receive New Shares in lieu of cash in respect of any Qualifying Dividend is made to all Shareholders, including Directors, Substantial Shareholders and other interested persons of the Company who hold Shares, subject to the restrictions referred to in section 3.6 above.

## 4. THE PROPOSED SHARE BUYBACK MANDATE

Shareholders’ approval is being sought at the EGM for the adoption of the Share Buyback Mandate by an ordinary resolution (“**Ordinary Resolution 4**”).

### 4.1 The Proposed Share Buyback Mandate

It is a requirement under the Companies Act that a company which wishes to purchase or otherwise acquire its own shares has to obtain the approval of its shareholders to do so at a general meeting of its shareholders. In this regard, approval is now being sought from Shareholders at the EGM for the Share Buyback Mandate. An ordinary resolution will be



proposed, pursuant to which authority will be given to the Directors to exercise all powers of the Company to purchase or otherwise acquire its issued Shares on the terms of the Share Buyback Mandate.

#### **4.2 Rationale for Share Buyback Mandate**

The approval of the Share Buyback Mandate authorising the Company to purchase or acquire its Shares would give the Company the flexibility to undertake share purchases or acquisitions up to the 10% limit described in paragraph 4.3.1 below at any time, during the period when the Share Buyback Mandate is in force.

The rationale for the Company to undertake the purchase or acquisition of its issued Shares is as follows:

- (a) In managing the business of the Group, the management team strives to increase shareholders' value by improving, *inter alia*, the return on equity of the Group. Share purchase is one of the ways in which the return on equity of the Group may be enhanced.
- (b) The Company has at present a share based incentive scheme for its employees, namely the Olam Employee Share Option Scheme. Under the scheme, subject to prevailing legislation, the Memorandum and Articles and the Listing Manual, the Company will issue new Shares, deemed fully paid upon issuance and allotment, to participants who have exercised their Share Options. A company may also, subject to prevailing legislation, its memorandum and articles of association and the Listing Manual, transfer existing shares to participants of its share based incentive schemes (whether held as treasury or otherwise). In this regard, the Company may in future amend the terms of the Olam Employee Share Option Scheme to provide for such transfers. This will allow Shares bought back under the Share Buyback Mandate to be held by the Company as treasury shares to satisfy the Company's obligation to furnish Shares to participants under the Olam Employee Share Option Scheme, thus giving the Company greater flexibility to select the method of providing Shares to employees most beneficial to the Company and its Shareholders.
- (c) The Share Buyback Mandate is an expedient, effective and cost-efficient way for the Company to return to Shareholders surplus cash/funds which is/are over and above its ordinary capital requirements and in excess of the financial and possible investment needs of the Group, if any. In addition, the Share Buyback Mandate will allow the Company to have greater flexibility over, *inter alia*, the Company's share capital structure and its dividend policy.
- (d) Share buyback mandates help mitigate short-term market volatility, offset the effects of short-term speculation and bolster shareholder confidence.

While the Share Buyback Mandate would authorise a purchase or acquisition of Shares up to the said 10% limit during the period referred to in paragraph 4.3.2 below, Shareholders should note that purchases or acquisitions of Shares pursuant to the Share Buyback Mandate may not be carried out to the full 10% limit as authorised and the purchases or acquisitions of Shares pursuant to the Share Buyback Mandate will only be made as and when the Directors consider it to be in the best interests of the Company and/or Shareholders and in circumstances which they believe will not result in any material adverse effect on the financial position of the Company or the Group, or result in the Company being delisted from the SGX-ST. The Directors will use their best efforts to ensure that after a purchase or acquisition of Shares pursuant to the Share Buyback Mandate, the number of Shares remaining in the hands of the public will not fall to such a level as to cause market illiquidity or adversely affect the orderly trading and listing status of the Shares on the SGX-ST.

### 4.3 Authority and Limits on the Share Buyback Mandate

The authority and limitations placed on purchases or acquisitions of Shares by the Company under the proposed Share Buyback Mandate are summarised below:

#### 4.3.1 *Maximum Number of Shares*

Only Shares which are issued and fully paid-up may be purchased or acquired by the Company. The total number of Shares which may be purchased or acquired pursuant to the Share Buyback Mandate is limited to that number of Shares representing not more than 10% of the total number of issued Shares of the Company as at the date of the EGM at which the Share Buyback Mandate is approved, unless the Company has, at any time during the Relevant Period, reduced its share capital by a special resolution under Section 78B or 78C of the Companies Act, or the court has, at any time during the Relevant Period, made an order under Section 78I confirming the reduction of share capital of the Company, in which event the total number of Shares shall be taken to be the total number of Shares as altered by the special resolution of the company or the order of the court, as the case may be. Any Shares which are held as treasury shares will be disregarded for purposes of computing the 10% limit.

For illustrative purposes only, on the basis of 1,991,933,683 Shares in issue (excluding treasury shares) as at the Latest Practicable Date and assuming no further Shares are issued on or prior to the EGM, not more than 199,193,368 Shares (representing 10% of the issued ordinary share capital of the Company (excluding treasury shares) as at that date) may be purchased or acquired by the Company pursuant to the proposed Share Buyback Mandate during the period referred to in paragraph 4.3.2 below.

#### 4.3.2 *Duration of Authority*

Purchases or acquisitions of Shares may be made, at any time and from time to time, on and from the date of the EGM at which the Share Buyback Mandate is approved, up to:

- (a) the date on which the next annual general meeting is held or required by law to be held; or
- (b) the date on which the authority conferred by the Share Buyback Mandate is revoked or varied by the Shareholders in a general meeting; or
- (c) the date on which the purchases or acquisitions of Shares pursuant to the Share Buyback Mandate are carried out to the full extent mandated,

whichever is the earliest.

The authority conferred on the Directors by the Share Buyback Mandate to purchase Shares may be renewed by the Shareholders in any general meeting of the Company, such as at the next annual general meeting or at an extraordinary general meeting to be convened immediately after the conclusion or adjournment of the next annual general meeting. When seeking the approval of the Shareholders for the Share Buyback Mandate, the Company is required to disclose details pertaining to purchases or acquisitions of Shares pursuant to the proposed Share Buyback Mandate made during the previous 12 months, including the total number of Shares purchased, the purchase price per Share or the highest and lowest prices paid for such purchases of Shares, where relevant, and the total consideration paid for such purchases.

#### 4.3.3 **Manner of Purchase**

Purchases or acquisitions of Shares may be made by way of:

- (a) on-market purchases ("**Market Purchases**"), transacted on the SGX-ST through the ready market, and which may be transacted through one or more duly licensed stock brokers appointed by the Company for the purpose; and/or
- (b) off-market purchases ("**Off-Market Purchases**") effected pursuant to an equal access scheme.

The Directors may impose such terms and conditions which are not inconsistent with the Share Buyback Mandate, the Listing Manual, the Companies Act and the Memorandum and Articles, as they consider fit in the interests of the Company in connection with or in relation to any equal access scheme or schemes. An Off-Market Purchase must, however, satisfy all of the following conditions:

- (i) offers for the purchase or acquisition of Shares shall be made to every person who holds Shares to purchase or acquire the same percentage of their Shares;
- (ii) all of the abovementioned persons shall be given a reasonable opportunity to accept the offers made to them; and
- (iii) the terms of all the offers shall be the same, except that there shall be disregarded differences in consideration attributable to the fact that offers may relate to Shares with different accrued dividend entitlements, differences in consideration attributable to the fact that offers relate to Shares with different amounts remaining unpaid (if applicable) and differences in the offers introduced solely to ensure that each person is left with a whole number of Shares.

Pursuant to the Listing Manual, if the Company wishes to make an Off-Market Purchase in accordance with an equal access scheme, it will issue an offer document to all Shareholders containing at least the following information:

- (1) the terms and conditions of the offer;
- (2) the period and procedures for acceptances;
- (3) the reasons for the proposed purchase or acquisition of Shares;
- (4) the consequences, if any, of the purchases or acquisitions of Shares by the Company that will arise under the Take-over Code or other applicable take-over rules;
- (5) whether the purchases or acquisitions of Shares, if made, would have any effect on the listing of the Shares on the SGX-ST; and
- (6) details of any purchases or acquisitions of Shares made by the Company in the previous 12 months (whether Market Purchases or Off-Market Purchases), giving the total number of Shares purchased, the purchase price per Share or the highest and lowest prices paid for the purchases of Shares, where relevant, and the total consideration paid for the purchases.

#### 4.3.4 **Maximum Purchase Price**

The purchase price (excluding brokerage, stamp duties, commission, applicable goods and services tax and other related expenses (“**related expenses**”)) to be paid for a Share will be determined by the Directors. However, the purchase price to be paid for the Shares pursuant to the purchases or acquisitions of the Shares must not exceed:

- (a) in the case of a Market Purchase, 105% of the Average Closing Price (as defined hereinafter); and
- (b) in the case of an Off-Market Purchase pursuant to an equal access scheme, 120% of the Average Closing Price

(the “**Maximum Price**”) in either case, excluding related expenses.

For the above purposes:

“**Average Closing Price**” means the average of the closing market prices of the Shares over the last five Market Days, on which transactions in the Shares were recorded, before the day on which the purchase or acquisition of Shares was made, or as the case may be, the day of the making of the offer pursuant to the Off-Market Purchase, and deemed to be adjusted for any corporate action that occurs after the relevant five Market Days.

“**day of the making of the offer**” means the day on which the Company announces its intention to make an offer for an Off-Market Purchase, stating therein the purchase price (which shall not be more than the Maximum Price for an Off-Market Purchase calculated on the foregoing basis) for each Share and the relevant terms of the equal access scheme for effecting the Off-Market Purchase.

#### 4.3.5 **Status of Purchased Shares**

A Share purchased or acquired by the Company is deemed cancelled immediately on purchase or acquisition (and all rights and privileges attached to the Share will expire on such cancellation) unless such Share is held by the Company as a treasury share. At the time of each purchase of Shares by the Company, the Directors will decide whether the Shares purchased will be cancelled or kept as treasury shares, or partly cancelled and partly kept as treasury shares, depending on the needs of the Company at that time. The total number of Shares will be diminished by the number of Shares purchased or acquired by the Company and which are not held as treasury shares.

All Shares purchased or acquired by the Company (other than treasury shares held by the Company to the extent permitted under the Act) will be automatically de-listed by the SGX-ST, and certificates (if any) in respect thereof will be cancelled and destroyed by the Company as soon as reasonably practicable following settlement of any such purchase or acquisition.

#### 4.4 Treasury Shares

Under the Companies Act, Shares purchased or acquired by the Company may be held or dealt with as treasury shares. Some of the provisions on treasury shares under the Companies Act are summarised below:

##### 4.4.1 *Maximum Holdings*

The number of Shares held as treasury shares cannot at any time exceed 10% of the total number of issued Shares.

##### 4.4.2 *Voting and Other Rights*

The Company cannot exercise any right in respect of treasury shares. In particular, the Company cannot exercise any right to attend or vote at meetings and for the purposes of the Companies Act, the Company shall be treated as having no right to vote and the treasury shares shall be treated as having no voting rights.

In addition, no dividend may be paid, and no other distribution of the Company's assets may be made, to the Company in respect of treasury shares. However, the allotment of shares as fully paid bonus shares in respect of treasury shares is allowed. Also, a subdivision or consolidation of any treasury share into treasury shares of a smaller amount is allowed so long as the total value of the treasury shares after the subdivision or consolidation is the same as before.

##### 4.4.3 *Disposal and Cancellation*

Where Shares are held as treasury shares, the Company may at any time:

- (a) sell the treasury shares for cash;
- (b) transfer the treasury shares for the purposes of or pursuant to an employees' share scheme;
- (c) transfer the treasury shares as consideration for the acquisition of shares in or assets of another company or assets of a person;
- (d) cancel the treasury shares; or
- (e) sell, transfer or otherwise use the treasury shares for such other purposes as may be prescribed by the Minister for Finance.

##### 4.4.4 *Reporting Requirements*

Within 30 days of the passing of a Shareholders' resolution to approve the purchases of Shares by the Company, the Company shall lodge a copy of such resolution with the Registrar.

The Company shall notify the Registrar within 30 days of a purchase of Shares on the SGX-ST or otherwise. Such notification shall include details of the purchases including the date of the purchases, the total number of Shares purchased by the Company, the number of shares cancelled and the number of shares held as treasury shares, the Company's issued share capital before and after the purchase of Shares, the amount

of consideration paid by the Company for the purchases, and such other information as required by the Companies Act.

The Listing Manual specify that a listed company shall notify the SGX-ST of all purchases or acquisitions of its Shares not later than 9.00 a.m.:

- (a) in the case of a Market Purchase, on the Market Day following the day on which the Market Purchase was made, and
- (b) in the case of an Off-Market Purchase under an equal access scheme, on the second Market Day after the close of acceptance of the offer for the Off-Market Purchase.

The notification of such purchases or acquisitions of Shares to the SGX-ST shall be in such form and shall include such details that the SGX-ST may prescribe. The Company shall make arrangements with its stockbrokers to ensure that they provide the Company in a timely fashion the necessary information which will enable the Company to make the notifications to the SGX-ST.

The Company, upon undertaking any sale, transfer, cancellation and/or use of treasury shares, will comply with Rule 704(26) of the Listing Manual, which provides that an issuer must make an immediate announcement thereof, stating the following:

- (a) date of the sale, transfer, cancellation and/or use;
- (b) purpose of such sale, transfer, cancellation and/or use;
- (c) number of treasury shares sold, transferred, cancelled and/or used;
- (d) number of treasury shares before and after such sale, transfer, cancellation and/or use;
- (e) percentage of the number of treasury shares against the total number of Shares outstanding before and after such sale, transfer, cancellation and/or use; and
- (f) value of the treasury shares if they are used for a sale or transfer, or cancelled.

#### 4.4.5 **Source of Funds**

The Company may only apply funds for the purchase or acquisition of Shares as provided in the Articles and in accordance with the applicable laws in Singapore. The Company may not purchase its Shares for a consideration other than in cash or, in the case of a Market Purchase, for settlement otherwise than in accordance with the trading rules of the SGX-ST.

The Company intends to use internal sources of funds or external borrowings or a combination of both to finance the Company's purchase or acquisition of Shares pursuant to the Share Buyback Mandate. The Directors do not propose to exercise the Share Buyback Mandate to such an extent that it would have a material adverse effect on the working capital requirements of the Group.

#### 4.4.6 **Financial Effects**

It is not possible for the Company to realistically calculate or quantify the impact of purchases of Shares that may be made pursuant to the Share Buyback Mandate on the NTA and EPS as the resultant effect would depend on, inter alia, the aggregate number of Shares purchased, whether the purchase is made out of capital or profits, the purchase prices paid for such Shares, the amount (if any) borrowed by the Company to fund the purchases or acquisitions and whether the Shares purchased or acquired are cancelled or held as treasury shares.

The Company's total number of issued Shares and total issued share capital will be diminished by the total number of Shares purchased by the Company and which are not held as treasury shares. The NTA of the Group will be reduced by the aggregate purchase price paid by the Company for the Shares.

Under the Companies Act, purchases or acquisitions of Shares by the Company may be made out of the Company's capital or profits so long as the Company is solvent. Where the consideration paid by the Company for the purchase or acquisition of Shares is made out of profits, such consideration (excluding related expenses) will correspondingly reduce the amount available for the distribution of cash dividends by the Company.

The purchase or acquisition of Shares will only be effected after considering relevant factors such as the working capital requirements, the availability of financial resources and the expansion and investment plans of the Group, and the prevailing market conditions. The proposed Share Buyback Mandate will be exercised with a view to enhance the EPS and/or the NTA per Share of the Group.

For illustrative purposes only, the financial effects of the Share Buyback Mandate on the Company and the Group, based on the audited financial accounts of the Group for the financial year ended 30 June 2009 and based on the assumptions set out below:

- (a) based on 1,991,933,683 Shares in issue as at the Latest Practicable Date and assuming no further Shares are issued on or prior to the EGM, not more than 199,193,368 Shares (representing 10% of the issued ordinary share capital of the Company (excluding treasury shares) as at that date) may be purchased by the Company pursuant to the proposed Share Buyback Mandate;
- (b) in the case of Market Purchases by the Company and assuming that the Company purchases 199,193,368 Shares at the Maximum Price of S\$2.59 for one Share (being the price equivalent to 5% above the Average Closing Price of the Shares for the five consecutive Market Days on which the Shares were traded on the SGX-ST immediately preceding the Latest Practicable Date), the maximum amount of funds required for the purchase of the 199,193,368 Shares (excluding related expenses) is approximately S\$515,910,823; and
- (c) in the case of Off-Market Purchases by the Company and assuming that the Company purchases the 199,193,368 Shares at the Maximum Price of S\$2.96 for one Share (being the price equivalent to 20% above the Average Closing Price of the Shares for the five consecutive Market Days on which the Shares were traded on the SGX-ST immediately preceding the Latest Practicable Date), the maximum amount of funds required for the purchase of the 199,193,368 Shares (excluding related expenses) is approximately S\$589,612,369.

For illustrative purposes only, and based on the assumptions set out in sub-paragraphs (a), (b) and (c) above and assuming that:

- (i) such purchase or acquisition of Shares is financed solely by internal sources of funds;
- (ii) the Share Buyback Mandate had been effective on 1 July 2009; and
- (iii) the Company had purchased or acquired 199,193,368 Shares (representing 10% of its issued ordinary share capital at the Latest Practicable Date),

the financial effects of the purchase or acquisition of the 199,193,368 Shares by the Company on the audited financial accounts of the Group and the Company for the financial year ended 30 June 2009 pursuant to the Share Buyback Mandate:

- (1) by way of purchases made entirely out of profits and held as treasury shares;
- (2) by way of purchases made entirely out of capital and held as treasury shares;
- (3) by way of purchases made entirely out of profits and cancelled; and
- (4) by way of purchases made entirely out of capital and cancelled,

are summarised for ease of reference in the following table:

<b>Scenario</b>	<b>Purchased out of</b>	<b>Type of purchase</b>	<b>Held as treasury shares or cancelled</b>	<b>Maximum price per Share (S\$)</b>
1(A)	Profits	Market Purchase	Held as treasury shares	2.59
1(B)	Profits	Off-Market Purchase	Held as treasury shares	2.96
2(A)	Capital	Market Purchase	Held as treasury shares	2.59
2(B)	Capital	Off-Market Purchase	Held as treasury shares	2.96
3(A)	Profits	Market Purchase	Cancelled	2.59
3(B)	Profits	Off-Market Purchase	Cancelled	2.96
4(A)	Capital	Market Purchase	Cancelled	2.59
4(B)	Capital	Off-Market Purchase	Cancelled	2.96



The details of which are set out below:

**(1) Purchases made entirely out of profits and held as treasury shares**

**(A) Market Purchases**

	Group		Company	
	Before Share Buyback S\$'000	After Share Buyback S\$'000	Before Share Buyback S\$'000	After Share Buyback S\$'000
<b>As at 30 June 2009</b>				
Share capital	708,586	708,586	708,586	708,586
Capital and other reserves	(222,763)	(222,763)	(219,514)	(219,514)
Retained earnings	560,023	44,113	440,779	75,132
	1,045,846	529,935	929,851	413,940
Treasury shares	–	515,911	–	515,911
Shareholders' funds	1,045,846	1,045,846	929,851	929,851
Net tangible assets	918,309	402,398	920,911	405,001
Minority interests	46	46	–	–
Current assets	4,267,131	3,751,220	3,264,553	2,748,642
Current liabilities	3,130,165	3,130,165	2,112,757	2,112,757
Working capital	1,136,965	621,055	1,151,796	635,885
Number of issued shares	1,715,894,324	1,991,933,683	1,715,894,324	1,991,933,683
Weighted average number of shares	1,713,478,345	1,713,478,345	1,713,478,345	1,713,478,345
<b>Financial ratios</b>				
Net tangible assets/ share (S\$)	53.52	20.20	53.67	20.33
Current ratio (times)	1.36	1.20	1.55	1.30
Earnings per share (cents)	14.71	14.71	–	–

**(B) Off-Market Purchases**

	Group		Company	
	Before Share Buyback S\$'000	After Share Buyback S\$'000	Before Share Buyback S\$'000	After Share Buyback S\$'000
<b>As at 30 June 2009</b>				
Share capital	708,586	708,586	708,586	708,586
Capital and other reserves	(222,763)	(222,763)	(219,514)	(219,514)
Retained earnings	560,023	(29,589)	440,779	(148,833)
	1,045,846	456,234	929,851	340,239
Treasury shares	–	589,612	–	589,612
Shareholders' funds	1,045,846	1,045,846	929,851	929,851
Net tangible assets	918,309	328,697	920,911	331,299
Minority interests	46	46	–	–
Current assets	4,267,131	3,677,518	3,264,553	2,674,941
Current liabilities	3,130,165	3,130,165	2,112,757	2,112,757
Working capital	1,136,965	547,353	1,151,796	562,184
Number of issued shares	1,715,894,324	1,991,933,683	1,715,894,324	1,991,933,683
Weighted average number of shares	1,713,478,345	1,713,478,345	1,713,478,345	1,713,478,345
<b>Financial ratios</b>				
Net tangible assets/ share (S\$)	53.52	16.50	53.67	16.63
Current ratio (times)	1.36	1.17	1.55	1.27
Earnings per share (cents)	14.71	14.71	–	–

(2) Purchases made entirely out of capital and held as treasury shares

(A) Market Purchases

	Group		Company	
	Before Share Buyback S\$'000	After Share Buyback S\$'000	Before Share Buyback S\$'000	After Share Buyback S\$'000
<b>As at 30 June 2009</b>				
Share capital	708,586	192,675	708,586	192,675
Capital and other reserves	(222,763)	(222,763)	(219,514)	(219,514)
Retained earnings	560,023	560,023	440,779	440,779
	1,045,846	529,935	929,851	413,940
Treasury shares	–	515,911	–	515,911
Shareholders' funds	1,045,846	1,045,846	929,851	929,851
Net tangible assets	918,309	402,398	920,911	405,001
Minority interests	46	46	–	–
Current assets	4,267,131	3,751,220	3,264,553	2,748,642
Current liabilities	3,130,165	3,130,165	2,112,757	2,112,757
Working capital	1,136,965	621,055	1,151,796	635,885
Number of issued shares	1,715,894,324	1,991,933,683	1,715,894,324	1,991,933,683
Weighted average number of shares	1,713,478,345	1,713,478,345	1,713,478,345	1,713,478,345
<b>Financial ratios</b>				
Net tangible assets/share (S\$)	53.52	20.20	53.67	20.33
Current ratio (times)	1.36	1.20	1.55	1.30
Earnings per share (cents)	14.71	14.71	–	–

**(B) Off-Market Purchases**

	Group		Company	
	Before Share Buyback S\$'000	After Share Buyback S\$'000	Before Share Buyback S\$'000	After Share Buyback S\$'000
<b>As at 30 June 2009</b>				
Share capital	708,586	118,974	708,586	118,974
Capital and other reserves	(222,763)	(222,763)	(219,514)	(219,514)
Retained earnings	560,023	560,023	440,779	440,779
	1,045,846	456,234	929,851	340,239
Treasury shares	–	589,612	–	589,612
Shareholders' funds	1,045,846	1,045,846	929,851	929,851
Net tangible assets	918,309	328,697	920,911	331,299
Minority interests	46	46	–	–
Current assets	4,267,131	3,677,518	3,264,553	2,674,941
Current liabilities	3,130,165	3,130,165	2,112,757	2,112,757
Working capital	1,136,965	547,353	1,151,796	562,184
Number of issued shares	1,715,894,324	1,991,933,683	1,715,894,324	1,991,933,683
Weighted average number of shares	1,713,478,345	1,713,478,345	1,713,478,345	1,713,478,345
<b>Financial ratios</b>				
Net tangible assets/ share (S\$)	53.52	16.50	53.67	16.63
Current ratio (times)	1.36	1.17	1.55	1.27
Earnings per share (cents)	14.71	14.71	–	–

(3) Purchases made entirely out of profits and cancelled

(A) Market Purchases

	Group		Company	
	Before Share Buyback S\$'000	After Share Buyback S\$'000	Before Share Buyback S\$'000	After Share Buyback S\$'000
<b>As at 30 June 2009</b>				
Share capital	708,586	708,586	708,586	708,586
Capital and other reserves	(222,763)	(222,763)	(219,514)	(219,514)
Retained earnings	560,023	44,113	440,779	(75,132)
	1,045,846	529,935	929,851	413,940
Treasury shares	–	–	–	–
Shareholders' funds	1,045,846	529,935	929,851	413,940
Net tangible assets	918,309	402,398	920,911	405,001
Minority interests	46	46	–	–
Current assets	4,267,131	3,751,220	3,264,553	2,748,642
Current liabilities	3,130,165	3,130,165	2,112,757	2,112,757
Working capital	1,136,965	621,055	1,151,796	635,885
Number of issued shares	1,715,894,324	1,792,740,315	1,715,894,324	1,792,740,315
Weighted average number of shares	1,713,478,345	1,542,130,510	1,713,478,345	1,542,130,510
<b>Financial ratios</b>				
Net tangible assets/ share (S\$)	53.52	22.45	53.67	22.59
Current ratio (times)	1.36	1.20	1.55	1.30
Earnings per share (cents)	14.71	16.34	–	–

**(B) Off-Market Purchases**

	Group		Company	
	Before Share Buyback S\$'000	After Share Buyback S\$'000	Before Share Buyback S\$'000	After Share Buyback S\$'000
<b>As at 30 June 2009</b>				
Share capital	708,586	708,586	708,586	708,586
Capital and other reserves	(222,763)	(222,763)	(219,514)	(219,514)
Retained earnings	560,023	29,589	440,779	148,833
	1,045,846	456,234	929,851	340,239
Treasury shares	–	–	–	–
Shareholders' funds	1,045,846	456,234	929,851	340,239
Net tangible assets	918,309	328,697	920,911	331,299
Minority interests	46	46	–	–
Current assets	4,267,131	3,677,518	3,264,553	2,674,941
Current liabilities	3,130,165	3,130,165	2,112,757	2,112,757
Working capital	1,136,965	547,353	1,151,796	562,184
Number of issued shares	1,715,894,324	1,792,740,315	1,715,894,324	1,792,740,315
Weighted average number of shares	1,713,478,345	1,542,130,510	1,713,478,345	1,542,130,510
<b>Financial ratios</b>				
Net tangible assets/ share (S\$)	53.52	18.33	53.67	18.48
Current ratio (times)	1.36	1.17	1.55	1.27
Earnings per share (cents)	14.71	16.34	–	–

(4) Purchases made entirely out of capital and cancelled

(A) Market Purchases

	Group		Company	
	Before Share Buyback S\$'000	After Share Buyback S\$'000	Before Share Buyback S\$'000	After Share Buyback S\$'000
<b>As at 30 June 2009</b>				
Share capital	708,586	192,675	708,586	192,675
Capital and other reserves	(222,763)	(222,763)	(219,514)	(219,514)
Retained earnings	560,023	560,023	440,779	440,779
	1,045,846	529,935	929,851	413,940
Treasury shares	-	-	-	-
Shareholders' funds	1,045,846	529,935	929,851	413,940
Net tangible assets	918,309	402,398	920,911	405,001
Minority interests	46	46	-	-
Current assets	4,267,131	3,751,220	3,264,553	2,748,642
Current liabilities	3,130,165	3,130,165	2,112,757	2,112,757
Working capital	1,136,965	621,055	1,151,796	635,885
Number of issued shares	1,715,894,324	1,792,740,315	1,715,894,324	1,792,740,315
Weighted average number of shares	1,713,478,345	1,542,130,510	1,713,478,345	1,542,130,510
<b>Financial ratios</b>				
Net tangible assets/ share (S\$)	53.52	22.45	53.67	22.59
Current ratio (times)	1.36	1.20	1.55	1.30
Earnings per share (cents)	14.71	16.34	-	-

**(B) Off-Market Purchases**

	Group		Company	
	Before Share Buyback S\$'000	After Share Buyback S\$'000	Before Share Buyback S\$'000	After Share Buyback S\$'000
<b>As at 30 June 2009</b>				
Share capital	708,586	118,974	708,586	118,974
Capital and other reserves	(222,763)	(222,763)	(219,514)	(219,514)
Retained earnings	560,023	560,023	440,779	440,779
	1,045,846	456,234	929,851	340,239
Treasury shares	–	–	–	–
Shareholders' funds	1,045,846	456,234	929,851	340,239
Net tangible assets	918,309	328,697	920,911	331,299
Minority interests	46	46	–	–
Current assets	4,267,131	3,677,518	3,264,553	2,674,941
Current liabilities	3,130,165	3,130,165	2,112,757	2,112,757
Working capital	1,136,965	547,353	1,151,796	562,184
Number of issued shares	1,715,894,324	1,792,740,315	1,715,894,324	1,792,740,315
Weighted average number of shares	1,713,478,345	1,542,130,510	1,713,478,345	1,542,130,150
<b>Financial ratios</b>				
Net tangible assets/ share (S\$)	53.52	18.33	53.67	18.48
Current ratio (times)	1.36	1.17	1.55	1.27
Earnings per share (cents)	14.71	16.34	–	–

Shareholders should note that the financial effects set out above are purely for illustration purposes and based only on the abovementioned assumptions. Although the proposed Share Buyback Mandate would authorise the Company to purchase or acquire up to 10% of the total number of issued Shares (excluding treasury shares), the Company may not necessarily purchase or be able to purchase the entire 10% of the total number of its issued Shares. In addition, the Company may cancel all or part of the Shares repurchased or hold all or part of the Shares repurchased in treasury.

Shareholders who are in doubt as to their tax positions or any tax implications in their respective jurisdictions should consult their own professional advisers.



## 4.5 Take-over Implications

Appendix 2 of the Take-over Code contains the Share Buy-Back Guidance Note applicable as at the Latest Practicable Date. The take-over implications arising from any purchase or acquisition by the Company of its Shares are set out below.

### 4.5.1 *Obligation to make a Take-over Offer*

If, as a result of any purchase or acquisition by the Company of the Shares, the proportionate interest in the voting capital of the Company of a Shareholder and persons acting in concert with him increases, such increase will be treated as an acquisition for the purposes of Rule 14 of the Take-over Code. Consequently, a Shareholder or a group of Shareholders acting in concert with a Director could obtain or consolidate effective control of the Company and become obliged to make an offer under Rule 14 of the Take-over Code.

### 4.5.2 *Persons Acting in Concert*

Under the Take-over Code, persons acting in concert ("**concert parties**") comprise individuals or companies who, pursuant to an agreement or understanding (whether formal or informal), co-operate, through the acquisition by any of them of shares in a company to obtain or consolidate effective control of the company.

Unless the contrary is established, the following persons, *inter alia*, will be presumed to be acting in concert, namely:

- (a) a company with its parent company, subsidiaries, its fellow subsidiaries, any associated companies of the foregoing companies, any company whose associated companies include any of the foregoing companies, and any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the foregoing for the purchase of voting rights;
- (b) a company with any of its directors, together with their close relatives, related trusts and any companies controlled by any of the directors, their close relatives and related trusts;
- (c) a company with any of its pension funds and employee share schemes;
- (d) a person with any investment company, unit trust or other fund whose investment such person manages on a discretionary basis, but only in respect of the investment account which such person manages;
- (e) a financial or other professional adviser, including a stockbroker, with its client in respect of the shareholdings of the adviser and the persons controlling, controlled by or under the same control as the adviser and all the funds which the adviser manages on a discretionary basis, where the shareholdings of the adviser and any of those funds in the client total 10% or more of the client's equity share capital;
- (f) directors of a company, together with their close relatives, related trusts and companies controlled by any of them, which is subject to an offer or where they have reason to believe a bona fide offer for their company may be imminent;
- (g) partners; and

- (h) an individual, his close relatives, his related trusts, any person who is accustomed to act according to his instructions, companies controlled by any of the foregoing persons, and any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the foregoing persons and/or entities for the purchase of voting rights.

For this purpose, ownership or control of at least 20% but not more than 50% of the voting rights of a company will be regarded as the test of associated company status.

The circumstances under which Shareholders, including Directors and persons acting in concert with them respectively, will incur an obligation to make a take-over offer under Rule 14 of the Take-over Code after a purchase or acquisition of Shares by the Company are set out in Appendix 2 of the Take-over Code.

#### 4.5.3 ***Effect of Rule 14 and Appendix 2 of the Take-over Code***

In general terms, the effect of Rule 14 and Appendix 2 of the Take-over Code is that, unless exempted, Directors and persons acting in concert with them will incur an obligation to make a take-over offer under Rule 14 if, as a result of the Company purchasing or acquiring Shares, the voting rights of such Directors and their concert parties would increase to 30% or more, or in the event that such Directors and their concert parties hold between 30% and 50% of the Company's voting rights, if the voting rights of such Directors and their concert parties would increase by more than 1% in any period of six (6) months.

Under Appendix 2 of the Take-over Code, a Shareholder not acting in concert with the Directors will not be required to make a take-over offer under Rule 14 if, as a result of the Company purchasing or acquiring its Shares, the voting rights of such Shareholder would increase to 30% or more, or, if such Shareholder holds between 30% and 50% of the Company's voting rights, the voting rights of such Shareholder would increase by more than 1% in any period of six (6) months. Such Shareholder need not abstain from voting in respect of the resolution authorising the Share Buyback Mandate.

#### 4.6 **Listing Manual**

While the Listing Manual does not expressly prohibit purchase of shares by a listed company during any particular time or times, because a listed company would be considered an "insider" in relation to any proposed purchase or acquisition of its issued shares, the Company will not purchase any Shares pursuant to the Share Buyback Mandate after a development which could have a material effect on the price of the Shares has occurred or has been the subject of a consideration and/or a decision of the Board until such time as such information has been publicly announced. In particular, in line with Rule 1207(18) of the Listing Manual, the Company will not purchase or acquire any Shares through Market Purchases during the period of:

- (a) one month immediately preceding the announcement of the Company's full-year results; and
- (b) two weeks immediately preceding the announcement of the Company's quarterly results.

The Company is required under Rule 723 of the Listing Manual to ensure that at least 10% of its Shares are in the hands of the public. The "public", as defined under the Listing Manual, are persons other than the directors, chief executive officer, Substantial Shareholders or controlling shareholders of the Company and its subsidiaries, as well as the associates of such persons.

Based on the Register of Directors' shareholdings and the Register of Substantial Shareholders maintained by the Company as at the Latest Practicable Date, approximately 848,802,993 Shares, representing 42.61% of the issued Shares (excluding treasury shares), are in the hands of the public. Assuming that the Company purchases its Shares up to the full 10% limit pursuant to the Share Buyback Mandate from the public (as defined in the Listing Manual), the number of Shares in the hands of the public not taking into account treasury shares would be reduced to 649,609,625 Shares, representing 36.24% of the reduced issued share capital of the Company (excluding treasury shares). Accordingly, the Company is of the view that there is a sufficient number of issued Shares held in the hands of the public which would permit the Company to undertake purchases or acquisitions of its issued Shares up to the full 10% limit pursuant to the proposed Share Buyback Mandate without affecting the listing status of the Shares on the SGX-ST, and that the number of Shares remaining in the hands of the public will not fall to such a level as to cause market illiquidity.

In undertaking any purchases or acquisitions of Shares through Market Purchases, the Directors will use their best efforts to ensure that, notwithstanding such purchases, a sufficient float in the hands of the public will be maintained so that the purchases or acquisitions of Shares will not adversely affect the listing status of the Shares on the SGX-ST, cause market illiquidity or adversely affect the orderly trading of the Shares.

#### 4.7 Previous Share Buybacks

The Company has not purchased any Shares during the 12 month period preceding the Latest Practicable Date.

### 5. DIRECTORS AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

Based on the Register of Directors' shareholdings and the Register of Substantial Shareholders, as at the Latest Practicable Date, and as at the date of the EGM, (on the assumption that their voting rights will not change between the Latest Practicable Date and the date of the EGM), the interests of the Directors in Shares and Share Options and the interests of the Substantial Shareholders in Shares before and after the purchase of Shares pursuant to the Share Buyback Mandate, assuming (a) the Company purchases the maximum amount of 10% of the total number of issued Shares (excluding treasury shares) and (b) there is no change in the number of Shares held by the Directors and the Substantial Shareholders or which they are deemed interested in, will be as follows:

Name	Before Share Buyback (Number of Shares)			Before Share Buyback (%) <sup>(1)</sup>	After Share Buyback (%) <sup>(2)</sup>	No. of outstanding Options
	Direct Interest	Deemed Interest	Total Interest			
<b>Directors</b>						
R. Jayachandran	-	-	-	-	-	-
Narain Girdhar Chanraj <sup>(4)</sup>	-	459,602,064	459,602,064	23.07	25.64	-
Michael Lim Choo San	-	-	-	-	-	100,000
Mark Haynes Daniell	-	-	-	-	-	100,000
Robert Michael Tomlin	-	-	-	-	-	100,000
Wong Heng Tew	-	-	-	-	-	100,000
Jean-Paul Pinard	-	-	-	-	-	-
Tse Po Shing	-	-	-	-	-	-

Name	Before Share Buyback (Number of Shares)			Before Share Buyback (%) <sup>(1)</sup>	After Share Buyback (%) <sup>(2)</sup>	No. of outstanding Options
	Direct Interest	Deemed Interest	Total Interest			
Sunny George Verghese	89,574,893	–	89,574,893	4.50	5.00	15,000,000
Sridhar Krishnan <sup>(3)</sup>	13,010,312	1,418,826	14,429,138	0.72	0.80	2,300,000
Shekhar Anantharaman <sup>(3)</sup>	13,184,035	1,418,826	14,602,861	0.73	0.81	2,550,000
<b>Substantial Shareholders</b>						
Kewalram Singapore Limited <sup>(4)</sup>	459,602,064	–	459,602,064	23.07	25.64	–
Chanrai Investment Corporation Limited <sup>(4)</sup>	–	459,602,064	459,602,064	23.07	25.64	–
Kewalram Chanrai Holdings Limited <sup>(4)</sup>	–	459,602,064	459,602,064	23.07	25.64	–
Investec Trustees (Jersey) Ltd, Murli Kewalram Chanrai and Narain Girdhar Chanrai as trustees of Girdhar Kewalram Chanrai Settlement (“ <b>GKC Trustees</b> ”) <sup>(4)</sup>	–	459,602,064	459,602,064	23.07	25.64	–
Investec Trustees (Jersey) Ltd, Narain Girdhar Chanrai and Kosu Murli Chanrai as trustees of Hariom Trust (“ <b>Hariom Trust</b> ”) <sup>(4)</sup>	–	459,602,064	459,602,064	23.07	25.64	–
Investec Trustees (Jersey) Ltd, Narain Girdhar Chanrai and Murli Kewalram Chanrai as trustees of Dayal Damodar Chanrai Settlement (“ <b>DKC Trustees</b> ”) <sup>(4)</sup>	–	459,602,064	459,602,064	23.07	25.64	–
Investec Trustees (Jersey) Ltd as trustee of PKC 2008 Settlement (“ <b>PKC Trustee</b> ”) <sup>(4)</sup>	–	459,602,064	459,602,064	23.07	25.64	–
Breedens Investments Pte. Ltd.	198,685,532	–	198,685,532	9.97	11.08	–
Seletar Investments Pte Ltd <sup>(5)</sup>	–	273,459,000	273,459,000	13.73	15.25	–
Temasek Capital (Private) Limited <sup>(6)</sup>	–	273,459,000	273,459,000	13.73	15.25	–
Temasek Holdings (Private) Limited <sup>(7)</sup>	–	280,236,546	280,236,546	14.07	15.63	–
UBS AG	1,256,134	158,847,921	160,104,055	8.04	8.93	–
Bank of America Corporation (through various subsidiaries)	–	124,581,133	124,581,133	6.25	6.95	–

**Notes:**

- (1) As a percentage of the issued share capital of the Company as at the Latest Practicable Date, comprising 1,991,933,683 Shares.
- (2) As a percentage of the issued share capital of the Company, comprising 1,792,740,315 Shares (assuming that the Company purchases the maximum number of 199,193,368 Shares under the Share Buyback Mandate).
- (3) These Shares include shares that were jointly registered under Messrs Sridhar Krishnan, Shekhar Anantharaman and Joydeep Bose (the “**Trustees**”) and are held in trust for the management (including the Directors) and employees of the Group pursuant to the Olam International Limited Employee Share Subscription Scheme 2004 (“**ESSS**”). Under the ESSS, a total of 1,418,826 Shares are jointly registered under the Trustees and are held in trust for the management (including the Directors) and employees of the Group with the balance being held in the Director’s own name as at the Latest Practicable Date.
- (4) Kewalram Singapore Limited’s (“**Kewalram**”) 459,602,064 Shares are held in the following manner:
  - (a) 356,448,364 Shares under its own name;
  - (b) 23,153,700 Shares under Citibank Nominees Singapore Pte Ltd; and
  - (c) 80,000,000 Shares under Raffles Nominees (Pte) Limited.

Kewalram is a wholly-owned subsidiary of Chanrai Investment Corporation Limited (“**CICL**”), which in turn is a wholly-owned subsidiary of Kewalram Chanrai Holdings Limited (“**KCH**”).

CICL and KCH are therefore deemed to be interested in the 459,602,064 Shares held by Kewalram.

GKC Trustees, Hariom Trustees, DKC Trustees and PKC Trustee are shareholders of KCH, each holding approximately 28%, 28%, 28% and 16% respectively in the issued and paid-up capital of KCH. Pursuant to Section 7(4A) of the Companies Act, as GKC Trustees, Hariom Trustees and DKC Trustees are associates of PKC Trustee.

GKC Trustees, Hariom Trustees, DKC Trustees and PKC Trustee are therefore deemed to be interested in the 459,602,064 Shares held by Kewalram.

Narain Girdhar Chanrai is deemed to be interested in 459,602,064 Shares as at the Latest Practicable Date as he is one of the trustees of the Dayal Damodar Chanrai Settlement, the Girdhar Kewalram Chanrai Settlement and the Hariom Trust.

- (5) Seletar Investments Pte Ltd (“**Seletar**”) is the holding company of Breedens Investments Pte. Ltd. (“**Breedens**”) and Aranda Investments Pte. Ltd. (“**Aranda**”) and is deemed to be interested in 198,685,532 and 74,773,468 Shares held by Breedens and Aranda respectively pursuant to a subscription agreement dated 30 May 2009 entered into between the Company, Breedens and Aranda.
- (6) Temasek Capital (Private) Limited (“**Temasek Capital**”) is the holding company of Seletar and is deemed to be interested in 273,459,000 Shares held by Breedens and Aranda collectively.
- (7) Temasek is the holding company of Temasek Capital, which in turn is the holding company of Seletar, which in turn holds all the issued shares in Breedens and Aranda. In addition, DBS Group Holdings Limited (“**DBSH**”), an associated company of Temasek, is deemed to be interested in 6,777,546 Shares by virtue of Section 7 of the Companies Act. Accordingly, Temasek has a deemed interest in an aggregate of 280,236,546 Shares (being all of the Shares held by Breedens and Aranda, and all of the Shares in which DBSH has an interest).

**6. EGM**

An EGM, notice of which is set out in this Circular, will be held at STI Auditorium, 168 Robinson Road, Level 9, Capital Tower, Singapore 068912, Singapore on 29 October 2009 at 10.30 a.m. (or as soon as practicable following the conclusion or adjournment of the annual general meeting of the Company to be held on the same day and at the same place) for the purpose of considering and, if thought fit, passing with or without modifications, the resolutions set out in the notice of EGM.

## **7. ACTION TO BE TAKEN BY SHAREHOLDERS**

Shareholders who are unable to attend the EGM and wish to appoint a proxy to attend and vote on their behalf should complete, sign and return the attached Proxy Form in accordance with the instructions printed thereon and as soon as possible and, in any event, so as to arrive at the registered office of the Company at 3 Church Street, #08-01 Samsung Hub, Singapore 049483, not less than 48 hours before the time set for the EGM. The completion and return of a proxy form by a Shareholder does not preclude him from attending and voting in person at the EGM if he subsequently so wishes to do so, in place of his proxy. A depositor shall not be regarded as a member entitled to attend, speak and vote at the EGM unless his name appears in the Depository Register 48 hours before the time appointed for holding the EGM.

CPF investors may wish to check with their CPF Approved Nominees on the procedure and deadline for the submission of their written instructions to their CPF Approved Nominees to vote on their behalf.

## **8. DIRECTORS' RECOMMENDATIONS**

### **8.1 The proposed amendments to the Memorandum and proposed adoption of New Articles**

The Directors are of the opinion that the proposed amendments to the existing Memorandum and proposed adoption of the new Articles are in the interests of the Company and, accordingly, recommend that Shareholders **vote in favour** of Special Resolution 1 in respect of the proposed amendments to the existing Memorandum and Special Resolution 2 in respect of the proposed adoption of the New Articles to be proposed at the EGM.

### **8.2 The Proposed Adoption of the Olam Scrip Dividend Scheme**

The Directors are of the opinion that the proposed adoption of the Olam Scrip Dividend Scheme is in the interests of the Company and, accordingly, recommend that Shareholders **vote in favour** of Ordinary Resolution 3 in respect of the proposed adoption of the Olam Scrip Dividend Scheme to be proposed at the EGM.

### **8.3 The Proposed Adoption of the Share Buyback Mandate**

The Directors are of the opinion that the proposed Share Buyback Mandate is in the interests of the Company, and accordingly, recommend that Shareholders **vote in favour** of Ordinary Resolution 4 in respect of the proposed adoption of the Share Buyback Mandate to be proposed at the EGM.

## **9. DIRECTORS' RESPONSIBILITY STATEMENT**

This Circular has been seen and approved by the Directors (including those who have delegated detailed supervision of this Circular) and the Directors collectively and individually accept full responsibility for the accuracy of the information contained in this Circular and confirm that, having made all reasonable enquiries and to the best of their knowledge and belief, the facts stated and opinions expressed in this Circular are fair and accurate in all material respects and that there are no material facts the omission of which would make any statement in this Circular misleading.

**10. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents are available for inspection at the registered office of the Company at 3 Church Street, #08-01 Samsung Hub, Singapore 049483, during normal business hours from the date of this Circular up to and including the date of the EGM:

- (a) the Existing Memorandum and the Existing Articles;
- (b) the New Memorandum and the New Articles;
- (c) the terms and conditions of the Olam Scrip Dividend Scheme; and
- (d) the annual report of the Company for the financial year ended 30 June 2009.

Yours faithfully

For and on behalf of  
the Board of Directors of  
**OLAM INTERNATIONAL LIMITED**

R. Jayachandran  
Non-Executive Chairman

## APPENDIX I — THE PROPOSED AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION

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The amendments to be made to the Memorandum are set out below

### Proposed amendment of objects in Clause 3

By deleting the current Clause 3 in its entirety and substituting in its place the paragraph as set out below:

- “3. ~~The objects for which the Company is established are all or any of the following, it being intended that the objects or all or any of the objects specified in each paragraph of this clause shall except and unless where otherwise expressed in such paragraph not be limited or restricted by reference to or inference from the terms of any other paragraph or group of paragraphs and shall be capable of being pursued as an independent object and either alone or in conjunction with all or any one or more of the other objects specified in the same or in any other paragraph or group of paragraphs and the discontinuance or abandonment of all or any of the business or objects hereinafter referred to shall not prevent the Company from carrying on any other business authorised to be carried on by the Company and it is hereby expressly declared that in the interpretation of this clause the meaning of any of the Company’s objects shall not be restricted by reference to any other object or by the juxtaposition of two or more of them and that in the event of any ambiguity this clause shall be construed in such a way as to widen and not to restrict the powers of the Company:—~~
- ~~(1) To carry on business as merchants, traders, exporters, importers, manufacturers, commission agents, dealers, forwarding agents or in any other capacity whatsoever, whether by wholesale, retail, import, export or otherwise.~~
  - ~~(2) To import, export, buy, sell, barter, exchange, manufacture, pledge, make advances upon and otherwise deal in any manner whatsoever in goods; merchandise, materials, produce, stores and articles of all kinds and descriptions, and to transact all types of agency businesses and work.~~
  - ~~(3) To purchase, establish or acquire by any means whatsoever any freehold or leasehold property for any estate or interest whatever and any rights, privileges or easements over or in respect of any property, and to acquire, hire, hold, maintain, let, sell, construct, develop, improve, manage and carry on offices, buildings, trading stations, stores, shops, bonded stores, mills, factories, warehouses, depots, machinery, appliances and any other property and premises whatsoever in connection with the above businesses.~~
  - ~~(4) To carry on any business whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with any business which the Company is authorised to carry on or calculated directly or indirectly to enhance the value of or render profitable any of the Company’s property or rights.~~
  - ~~(5) To purchase, subscribe for or otherwise acquire and hold shares, stock, debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any company whether constituted or carrying on business in Singapore or elsewhere, and debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, whether at home or abroad.~~



- (6) ~~To acquire any such shares, stock, debentures, debenture stock, obligations or securities by original subscription, tender, purchase, exchange or otherwise either for cash or a consideration other than cash and to subscribe for the same, either conditionally or otherwise and to guarantee the subscription thereof in any manner and to exercise and enforce all or any of the rights and powers conferred by or incident to the ownership thereof.~~
- (7) ~~To issue debentures, debenture stock, bonds, obligations, and securities of all kinds, and to frame, constitute and secure the same, as may seem expedient, with full power to make the same transferable by delivery, or by instrument of transfer or otherwise, and either perpetual or terminable, and either redeemable or otherwise, and to charge or secure the same by trust, deed, or otherwise, on the undertaking of the Company, or upon any specific property and rights, present and future, of the Company (including, if thought fit, uncalled capital) or otherwise howsoever.~~
- (8) ~~To invest money at interest on the security of immovable property or any interest therein or on the security of any movable property or assets of any kind and generally to lend and advance money with or without security upon such terms as may be arranged and to guarantee either with or without remuneration the payment of moneys or debts by any person or company and to guarantee the performance of any contracts, bonds or obligations and to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable securities or documents.~~
- (9) ~~To facilitate and encourage the creation, issue, or conversion of debenture, debenture stock, bonds, obligations, shares, stock and securities, and to act as trustees in connection with any such securities, and to take part in the conversion of business concerns and undertakings into companies.~~
- (10) ~~To take part in the formation, management, supervision, or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, accountants, or other experts or agents.~~
- (11) ~~To constitute any trusts with a view to the issue of preferred and deferred or any other special stocks or securities based on, or representing any shares, stock, or other assets, specifically appropriated for the purpose of any such trust, and to settle and regulate, and if thought fit to undertake and execute any such trusts, and to issue, dispose of, or hold any such preferred, deferred, or other special stocks or securities.~~
- (12) ~~To give any guarantee in relation to the repayment of any debentures, debenture stock, bonds, obligations, stocks, shares, or other securities, or the payment of any interest or dividends thereon or for the performance of contracts or obligations by any person or company.~~
- (13) ~~To purchase, take on lease, or in exchange, hire, or otherwise acquire and hold for any estate or interest and work and develop, any lands, buildings, easements, rights, privileges, concessions, machinery, patents, plants, stock in trade, and immovable and movable property of any kind.~~
- (14) ~~To build, construct, alter, improve, maintain, develop, work, manage, carry out or control any buildings, factories, warehouses, shop, stores, houses, and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests and to contribute and subsidise or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out or control thereof.~~

- (15) ~~To borrow or raise or secure the payment of money in such manner as may be thought fit, and for that purpose to issue notes, debentures, or debenture stock, perpetual or redeemable, or to accept bills of exchange or make promissory notes and to secure the repayment or any moneys borrowed or raised or owing by the Company by a charge or lien upon or conveyance of the whole or any part of the Company's property or assets, including its uncalled capital, and to give to lenders and creditors or trusts on their behalf, powers of sale and all other usual and necessary powers.~~
- (16) ~~To transact or carry on any kind of agency business, and in particular in relation to the investment of money, the sale of property and the collection and receipt of money.~~
- (17) ~~To carry on the business of general importers and exporters, manufacturers, general merchants, commission agents, and wholesale or retail dealers of articles of all kinds and descriptions and whether manufactured or in a raw state and to buy, sell, barter, exchange, or otherwise deal in the same.~~
- (18) ~~To apply for, purchase, or otherwise acquire use, assign, sell and generally deal in patents, patent rights, trade marks, designs, or other exclusive or limited rights or privileges, and to use develop, grant licences and otherwise turn to account the same, or any interests thereunder, and at pleasure to dispose of the same in any way.~~
- (19) ~~To carry on the business of land water transport owners and suppliers, commission agents, and brokers, shippers, freighters, lightermen, wharfingers, forwarding agents, stevedores, warehousemen, shipbuilders, shipowners, building contractors and ship chandlers.~~
- (20) ~~To pay for any property or rights acquired by the Company, either in cash or in fully or in partly paid shares, with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by the issue of securities, or partly in one mode and partly in another and generally on such terms as may be arranged or determined.~~
- (21) ~~To carry on in connection with the above such other businesses as may be conveniently or profitably carried on therewith or may usefully employ or turn to account or enhance the value of or render profitable any of the Company's property or rights.~~
- (22) ~~To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, company or to acquire an interest in, amalgamate with or enter into any arrangements for sharing profits or for co-operation or for limiting competition or for mutual assistance with any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or for any property acquired, any shares, debentures, or securities that may be agreed upon and to hold good and retain or sell or mortgage any shares, debentures or securities so received.~~
- (23) ~~To promote any other company for the purpose of acquiring all or any of the property and undertaking and all or any of the liabilities of the Company or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company and to place or guarantee the placing of, underwrite, apply for, accept and hold or subscribe, the whole or any part of the capital or securities or to lend money to or guarantee the performance of the contract of any such company.~~

- (24) ~~To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking, property, assets and rights of the Company, either together or in portions for such consideration as may be agreed and in particular for shares, debentures, debenture stock or securities of any company purchasing the same.~~
- (25) ~~To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, stock and other negotiable or transferable instruments.~~
- (26) ~~To acquire or obtain from any government or authority, supreme, municipal, local or otherwise, or any corporation, company or person any charters, rights, privileges, and concessions which may be conducive to any of the objects of the Company and to accept, make payments under, carry out, exercise and comply with any such charters, rights, privileges and concessions.~~
- (27) ~~To act as agents or brokers and subject to compliance with any restrictions imposed by law as trustees for any person, firm or company and also to act in any of the businesses of the Company through or by means of agents, brokers, subcontractors, or others.~~
- (28) ~~To grant pensions or gratuities to any past or serving directors, officers, or employees of the Company or to the relations, connections, or dependants of any such person, or to effect and make payment towards insurances in respect of and for the benefit of any such persons and to establish or support associations, institutions, funds and trusts (whether solely connected with the trade, carried on by the Company or any of its subsidiary company or not) which may be considered or calculated to benefit any such persons or otherwise advance the interests of the Company or of its Members.~~
- (29) ~~To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or securities of the Company credited as fully paid up in full or in part or otherwise.~~
- (30) ~~To pay all or any expenses incurred in connection with the formation and incorporation of the Company or to contract with any person, firm or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures or securities of the Company or a company promoted by the Company.~~
- (31) ~~To effect insurances against losses, damage risks and liabilities of all kinds which may affect any person or company having contractual relationship with the Company.~~
- (32) ~~To distribute among the Members of the Company in kind any property of the Company and in particular any immovable property or any shares, debentures or securities of other companies belonging to the Company or of which the Company may have the power of disposing, but so that no distribution involving a reduction of the capital may be made without such sanctions as may be required by law.~~
- (33) ~~To establish branches and agencies for the purposes of the Company.~~
- (34) ~~Subject to compliance with the restrictions imposed by law to undertake and execute any trusts the undertaking whereof may seem desirable and either gratuitously or otherwise.~~
- (35) ~~To invest and deal with the moneys of the Company not immediately required upon such securities or without security and in such manner as may from time to time be determined.~~

- ~~(36) To appoint from time to time either with full or restricted powers of sub-delegation and either with or without remuneration agents, attorneys, local or managing Directors, or any persons or corporations under power of attorney or otherwise within or outside the Republic of Singapore for the purpose of carrying out and completing all or any of the objects of the Company as mentioned in this Memorandum of Association and of arranging conducting or managing the business or businesses of the Company or any matter or concern whatsoever in which the Company now is or may from time to time be or become or be about to become interested or concerned with the same or more limited powers than the Directors of the Company have and to delegate such powers.~~
- ~~(37) To amalgamate with any other company.~~
- ~~(38) To enter into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concessions or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and to take or otherwise acquire shares and securities of any such company and to sell hold re-issue with or without guarantee or otherwise deal with the same.~~
- ~~(39) To cause the Company to be registered or recognised in any foreign country or place.~~
- ~~(40) To make donations for patriotic or for charitable purpose.~~
- ~~(41) To transact any lawful business in aid of Singapore in the prosecution of any war or hostilities in which Singapore is engaged.~~
- ~~(42) Unless expressly excluded or modified herein or by the Company's Articles of Association to exercise each and every one of the powers set forth in the Third Schedule to the Companies Act, Cap. 50.~~
- ~~(43) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors, or otherwise and either alone or in conjunction with others, and either by or through local managers, agents, sub-contractors, trustees or otherwise.~~
- ~~(44) To do all such other things as are incidental or conducive to the above objects or any of them.~~

~~And it is hereby declared that the word "company" in this clause except where used in reference to the Company shall wherever the context so permits be deemed to include any partnership or other body of persons whether incorporated or not, and whether domiciled in the Republic of Singapore or elsewhere.~~

**Subject to the provisions of the Companies Act, Chapter 50 of Singapore and any other written law and the Memorandum and Articles of Association of the Company, the Company has:**

- (a) full capacity to carry on or undertake any business or activity, do any act or enter into any transaction; and**
- (b) for the purposes of paragraph (a) above, full rights, powers and privileges."**

Proposed amendment of Clause 5

By deleting the current Clause 5 in its entirety and substituting in its place the paragraph as set out below:

- "5. ~~The nominal capital of the Company is SGD220,000,000.00 divided into 2,200,000,000 ordinary shares of SGD0.10 each. The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential deferred qualified or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.~~

**The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred, qualified or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.**

The full text of the new Memorandum incorporating the amendments above is set out on page 60 of this Circular.

## APPENDIX II — THE PROPOSED NEW MEMORANDUM OF ASSOCIATION

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THE COMPANIES ACT, CHAPTER 50

THE REPUBLIC OF SINGAPORE

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

OLAM INTERNATIONAL LIMITED

INCORPORATED ON THE 4<sup>TH</sup> DAY OF JULY 1995  
(Incorporating all amendments made up to 29 October 2009)

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1. The name of the Company is OLAM INTERNATIONAL LIMITED.
2. The registered office of the Company will be situated in the Republic of Singapore.
3. Subject to the provisions of the Companies Act, Chapter 50 of Singapore and any other written law and the Memorandum and Articles of Association of the Company, the Company has:
  - (a) full capacity to carry on or undertake any business or activity, do any act or enter into any transaction; and
  - (b) for the purposes of paragraph (a) above, full rights, powers and privileges.
4. The liability of the Members is limited.
5. The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred, qualified or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

Amended pursuant to special resolution passed on 29 October 2009

Amended pursuant to special resolution passed on 29 October 2009

## APPENDIX III — THE PROPOSED NEW ARTICLES OF ASSOCIATION

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THE COMPANIES ACT, CHAPTER 50

THE REPUBLIC OF SINGAPORE

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

OLAM INTERNATIONAL LIMITED

INCORPORATED ON THE 4<sup>TH</sup> DAY OF JULY 1995

(Adopted by special resolution passed on 29 October 2009)

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### PRELIMINARY

1. The regulations in Table A in the Fourth Schedule to the Companies Act, Chapter 50 of Singapore (as amended), shall not apply to the Company.
2. In the provisions of 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.

“**Act**” means the Companies Act, Chapter 50 of Singapore.

“**Auditor**” means the auditor of the Company for the time being.

“**Board**” means the board of Directors of the Company for the time being.

“**Directors**” means the directors of the Company, for the time being, or unless the context otherwise requires, as constituting a quorum necessary for the transaction of the business of the directors of the Company.

“**electronic communication**” means communication transmitted (whether from one person to another, from one device to another, from a person to a device or from a device to a person) (a) by means of a telecommunication system or (b) by other means but while in electronic form, such that it can (where particular conditions are met) be received in legible form or be made legible following receipt in non-legible form.

“**Paid**” means paid or credited as paid.

“**Market Day**” means a day on which the Securities Exchange (and where applicable, any other securities exchange upon which shares in the Company are listed) is open for trading in securities.

“**Member**” means a member of the Company, save that references in these presents to a “member” shall, where the Act requires, exclude the Company where it is a member by reason of its holding of its shares as treasury shares.

“**Month**” means a calendar month.

“**Seal**” means the common seal of the Company.

“**Secretary**” shall have the meaning ascribed to it in the Act and 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.

“**Statutes**” means the Act and every other statute for the time being in force concerning companies and affecting the Company. Any reference herein to any enactment is a reference to that enactment as for the time being amended or re-enacted.

“**telecommunication system**” shall have the meaning ascribed to it in the Telecommunications Act, Chapter 323 of Singapore.

“**Year**” means calendar year.

“**S\$**” means the lawful currency of Singapore.

The terms “**Annual General Meeting**”, “**Extraordinary General Meeting**”, “**General Meeting**”, “**Ordinary Resolution**”, “**Register of Members**”, “**Special Resolution**” shall have the meanings ascribed to them respectively in the Act. For the avoidance of doubt, 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.

The terms “**Depositor**”, “**Depository**”, “**Depository Agent**”, “**Depository Register**”, “**Securities Exchange**” shall have the meanings ascribed to them respectively in the Act.

The term “**these presents**” means these Articles of Association as from time to time altered. The expression “**in writing**” means written or produced by any substitute for writing or partly one and partly another.

The term “**treasury shares**” shall have the meaning ascribed to it in the Act.

References in these presents to “**holders**” of shares or a class of shares shall:

- (a) exclude the Depository or its nominee (as the case may be) except where otherwise expressly provided in these presents or where the term “**registered holders**” or “**registered holder**” is used in these presents;
- (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
- (c) except where otherwise expressly provided in these presents, exclude the Company in relation to shares held by it as treasury 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.

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.

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.

### **PUBLIC COMPANY**

3. The Company is a public company.

### **REGISTERED OFFICE**

4. The registered office shall be at such place as the Directors shall from time to time decide.

### **ISSUE OF SHARES**

5. Subject to the Statutes and the provisions of these presents, no shares may be issued by the Directors without the prior approval of the Company by Ordinary Resolution but subject thereto and to Article 10, 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 or otherwise dispose of shares 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, conditions or restrictions whether as regards dividend, return of capital, participation in surplus assets and profits, voting, conversion or otherwise, as the Directors may think fit. 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 THAT:

- (a) (subject to any direction to the contrary that may be given by the Company in a 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 second sentence of Article 10(A) with such adaptations as are necessary shall apply; and
- (b) the rights attaching to shares of a class other than ordinary shares shall be expressed in the resolution creating the same and in the provisions of these presents.

Appendix 2.2  
Paragraph 1(b)

6. Notwithstanding anything in these Articles, a treasury share shall be subject to such rights and restrictions as may be prescribed in the Act and may be dealt with by the Company in such manner as may be permitted by, and in accordance with the Act. For the avoidance of doubt, save as expressly permitted by the Act, the Company shall not be entitled to any rights of a Member under these Articles.

7. (A) Preference shares may be issued subject to such limitation thereof as may be prescribed by any securities exchange upon which shares in the Company are listed. 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. 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 of the Company 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. Appendix 2.2 Paragraphs 1(a) and 1(d)
- (B) The Company has power to issue further preference capital ranking equally with, or in priority to, preference shares already issued. Appendix 2.2 Paragraph 1(c)

#### VARIATION OF RIGHTS

8. (A) Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the Statutes, be varied or abrogated either with the consent in writing of holders who represent at least three-quarters of the total voting rights of all the shares of that class or by 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 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 of the total voting rights of all the shares of that 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 THAT where the necessary majority for such a Special Resolution is not obtained at such General Meeting, consent in writing if obtained from holders who represent at least three-quarters of the total voting rights of all the shares of that class concerned within two Months of such General Meeting shall be as valid and effectual as a Special Resolution passed 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 repayment of preference capital other than redeemable preference capital, or any alteration of preference shareholders' rights, may only be made pursuant to a Special Resolution of the preference shareholders concerned PROVIDED THAT where the necessary majority for such a Special Resolution is not obtained at the General Meeting, consent in writing if obtained from holders who represent at least three-quarters of the total voting rights of all the preference shares concerned within two Months of the General Meeting, shall be as valid and effectual as a Special Resolution carried at the General Meeting. Appendix 2.2 Paragraph 5

- (C) 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

9. The Company in General Meeting may from time to time by Ordinary Resolution increase its capital by the allotment and issue of new shares, such authority being confined to a particular exercise of that power or generally. Any such authority may be unconditional or subject to conditions and shall continue in force until the conclusion of the Annual General Meeting commencing next after the date on which the approval was given or the expiration of the period within which the next Annual General Meeting after that date is required by law to be held whichever is the earlier but may be previously revoked or varied by the Company in General Meeting PROVIDED ALWAYS that no shares may be issued to transfer a controlling interest without prior approval of the Company in general meeting.
10. (A) Subject to the bye-laws or listing rules of the securities exchange upon which shares in the Company are listed or to any direction to the contrary that may be given by the Company in a General Meeting, all new shares shall, before issue, be offered to such persons who as at the date of the offer are entitled to receive notices from the Company of General Meetings in proportion, as far as the circumstances admit, to the number 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 10(A). Appendix 2.2  
Paragraph 1(f)
- (B) Except so far as otherwise provided by the conditions of issue or by the provisions of these presents, all new shares shall be subject to the Statutes and the provisions of these presents with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.
11. The Company may by Ordinary Resolution:
- (a) consolidate and divide all or any of its shares;
  - (b) cancel any shares which, at the date of the passing of the resolution, have been forfeited and diminish the amount of its capital by the number of shares so cancelled;
  - (c) sub-divide its shares, or any of them in accordance with the Statutes and the bye-laws or listing rules of the securities exchange upon which shares in the Company are listed, and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, 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; or

- (d) subject to the Statutes, convert any class of paid-up shares into any other class of paid-up shares.
12. (A) The Company may reduce its share capital or any reserve in any manner and with and subject to any incident authorised and consent required by law.
- (B) Subject to the Statutes, the Company may purchase or otherwise acquire any of its issued shares on such terms and in such manner as the Company may from time to time think fit and in the manner prescribed by the Statutes. If required by the Statutes, any share which is so purchased or acquired by the Company, unless held as treasury shares in accordance with the Statutes, shall be deemed to be cancelled immediately on purchase or acquisition by the Company. On the cancellation of any share as aforesaid, the rights and privileges attached to that share shall expire. In any other instance, the Company may hold or deal with any such share (including treasury shares) which is so purchased or acquired by it in accordance with the Statutes.
13. Shares that the Company purchases or otherwise acquires may be held as treasury shares in accordance with the provisions of these presents and the Act.
14. Where the shares purchased or otherwise acquired are held as treasury shares by the Company, the Company shall be entered in the Register of Members as the member holding the treasury shares.
15. The Company shall not exercise any right in respect of the treasury shares other than as provided by the Act. Subject thereto, the Company may hold or deal with its treasury shares in the manner authorised by, or prescribed pursuant to, the Act.

## **SHARES**

16. 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 (except by the Statutes or the provisions of these presents) to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or any other right in respect of any share, except an absolute right to the entirety thereof in the person (other than the Depository or its nominee, as the case may be) entered in the Register of Members as the registered holder thereof or (as the case may be) a person whose name is entered in the Depository Register in respect of that share.
17. No person shall exercise any rights of a member in respect of a share until his name shall have been entered in the Register of Members as the registered holder thereof or in the Depository Register in respect of such share, as the case may be, and, unless the Directors otherwise determine, such person shall have paid all calls and other moneys for the time being due and payable on any share held by him.
18. 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 (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 Statutes, the Company may issue preference shares which are, or at the option of the Company, are liable to be redeemed.

19. Subject to the Statutes and the provisions of these presents relating to authority, pre-emption rights and otherwise and of any resolution of the Company in a 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.
20. The Company may exercise the powers of paying commissions or brokerage on any issue of shares at such rate or amount and in such manner as the Directors may deem fit. Such commissions or brokerage may be satisfied by the payment of cash or the allotment of fully or partly shares or partly in one way and partly in the other.
21. 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 the securities exchange upon which shares in the Company are 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.
22. Except as permitted or provided by the Act, the listing rules of the Securities Exchange, or these Articles, no part of the funds of the Company shall, directly or indirectly, be employed in the acquisition of or lending of money on the security of any shares or units of shares in the Company or its holding company, if any. Except as permitted or provided by the Act, the listing rules of the Securities Exchange, or these Articles, the Company shall not, directly or indirectly, give any financial assistance for the purpose of or in connection with the acquisition of any shares or units of shares in the Company or its holding company, if any.

#### **SHARE CERTIFICATES**

23. 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 and the amount (if any) unpaid thereon. No certificate shall be issued representing shares of more than one class.
24. (A) The Company shall not be bound to register more than three persons as the registered joint holders of a share except in the case of executors, trustees or administrators of the estate of a deceased member. Appendix 2.2 Paragraph 4(d)
- (B) 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 thereof and delivery of a certificate to any one of the registered joint holders shall be sufficient delivery to all.

25. 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, the Company shall despatch to every person whose name is entered as a member in the Register of Members and who is entitled to receive such certificate, 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, within ten Market Days of the closing date of any application for shares<sup>1</sup> (or such other period as may be approved by the securities exchange upon which shares in the Company are listed) or within ten Market Days after the date of lodgment of a registrable transfer<sup>2</sup> (or such other period as may be approved by the securities exchange upon which shares in the Company are listed). 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 certificate or 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 S\$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 the securities exchange upon which shares in the Company are listed).
26. (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 S\$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 having regard to any limitation thereof as may be prescribed by the securities exchange upon which shares in the Company are listed.
- (C) 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.
27. Subject to the Statutes, if any share certificates 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, purchaser, member firm or member company of the securities exchange upon which shares in the Company are listed or on behalf of its or their client or clients as the Directors 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 S\$2 as the Directors may from time to time require

Appendix 2.2  
Paragraph 2

Appendix 2.2  
Paragraph 1(g)

<sup>1</sup> Rule 731 of the Listing Manual of the Securities Exchange Securities Trading Limited (the "SGX-ST Listing Manual").

<sup>2</sup> Rule 732(3) of the SGX-ST Listing Manual.

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**

28. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares 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.
29. Each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company, the amount called on his shares, at the time or times and place of payment specified by the Company. 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.
30. 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 ten 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.
31. Any sum which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of the provisions 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.
32. 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.
33. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys 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 moneys 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.

Appendix 2.2  
Paragraph 1(e)

## FORFEITURE AND LIEN

34. 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.
35. The notice shall name a further day (not being less than fourteen 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.
36. 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.
37. 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.
38. 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 eight 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 the time of forfeiture or surrender or waive payment in whole or in part.
39. The Company shall have a first and paramount lien on every share (not being a fully paid share) and on the dividends declared or payable in respect thereof. Such lien shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid 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. Appendix 2.2  
Paragraph 3(a)
40. 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 fourteen 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.

41. The residue of the proceeds of such sale pursuant to Article 40 after the satisfaction of the unpaid calls and accrued interest and expenses of such sale shall be paid to the person entitled to the shares at the time of the sale or to his executors, administrators or assigns, 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. Appendix 2.2 Paragraph 3(b)
42. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited or surrendered or sold or disposed 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 its nominee, as the case may be) or allottee thereof shall (subject to the execution of a transfer if the same is 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**

43. All transfers of the legal title in shares may be effected by the registered holders thereof by transfer in writing in the form for the time being approved by the securities exchange upon which shares in the Company are 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 or its nominee (as the case may be) shall be effective although not signed or witnessed by or on behalf of the Depository or its nominee (as the case may be). 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. Appendix 2.2 Paragraph 4(a)
44. The Register of Members may be closed at such times and for such period as the Directors may from time to time determine, PROVIDED THAT such Register shall not be closed for more than thirty days in any Year. The Company shall give prior notice of such closure as may be required to the securities exchange upon which shares in the Company are listed, stating the period and purpose or purposes for which the closure is made.
45. (A) Subject to the provisions of these presents, there shall be no restriction on the transfer of fully paid up shares (except where required by law, the Statutes or the bye-laws or listing rules of any securities exchange upon which shares in the Company are listed) but the Directors may in their 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 Appendix 2.2 Paragraph 4(c)

to register a transfer to a transferee of whom they do not approve (except where such refusal to register contravenes the bye-laws or listing rules of the securities exchange upon which shares in the Company are listed).

- (B) No share shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind.
- (C) The Directors may in their sole discretion refuse to register any instrument of transfer of shares unless:

- (a) all or any part of the stamp duty (if any) payable on each share certificate and such fee not exceeding S\$2 as the Directors may from time to time require in accordance with the provisions of these presents, is paid to the Company in respect thereof;
- (b) the instrument of transfer is deposited at the registered 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.

Appendix 2.2  
Paragraph 4(b)

46. If the Directors refuse to register a transfer of any shares, they shall within ten Market Days after the date on which the transfer was lodged with the Company (or such period of time as may be prescribed by the bye-laws or listing rules of the securities exchange upon which shares in the Company are listed)<sup>3</sup>, send to the transferor and to the transferee, written notice of the refusal stating reasons for the refusal as required by the Statutes.

47. All instruments of transfer which are registered may be retained by the Company.

48. 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 S\$2 as the Directors may from time to time require or prescribe.

Appendix 2.2  
Paragraph 4(b)

49. 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

<sup>3</sup> See Rule 733 of the SGX-ST Listing Manual.

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 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 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**

- 50. (A) In the case of the death of a member whose name is entered in 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) In the case of the death of a member who is a Depositor, the survivor or survivors 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.
  - (C) 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.
51. 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 in 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 legal title to the share either be registered himself as holder of the share upon giving to the Company notice in writing of such 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 person whose name is entered in the Register of Members had not occurred and the notice or transfer were a transfer executed by such person.
52. Save as otherwise provided by or in accordance with the provisions of these presents, a person becoming entitled to a share pursuant to Article 50(A) or (B) or Article 51 (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 member in respect 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**

53. 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.
54. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same Articles 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 as the Directors may from time to time determine.
55. The holders of stock shall, according to the number of stock units 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 any number of stock units 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**

56. Subject to the Statutes, an Annual General Meeting shall be held once in every Year and not more than fifteen Months after the holding of the last preceding Annual General Meeting, at such time and place as may be determined by the Directors. All other General Meetings shall be Extraordinary General Meetings.
57. 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**

58. (A) Subject to the Statutes, any General Meeting at which it is proposed to pass a Special Resolution shall be called by twenty-one days' notice in writing at the least. An Annual General Meeting and any other Extraordinary General Meeting shall be called by fourteen 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 hereafter mentioned to all members other than those who are not under the provisions of these presents entitled to receive such notices from the Company, PROVIDED THAT a General Meeting which 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

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- (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. of the total voting rights of all the members having a right to vote at that meeting,

except 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.

- (B) Where special notice is required of a resolution pursuant to the Statutes, notice of the intention to move the resolution shall be given to the Company and notice of any General Meeting shall be called in accordance with the Statutes and in particular, Section 185 of the Act.

- (C) Subject to the Statutes or the bye-laws or listing rules of the securities exchange on which shares in the Company are listed, for so long as the shares in the Company are listed on the Securities Exchange, notices convening any General Meeting at which it is proposed to pass a Special Resolution shall be sent to members entitled to attend and vote at the meeting at least twenty-one calendar days before the meeting (excluding the date of notice and the date of meeting), and given in writing to any securities exchange on which shares in the Company are listed. Notices convening any other General Meeting must be sent to members entitled to attend and vote at the meeting at least fourteen calendar days before the meeting (excluding the date of notice and the date of meeting).<sup>4</sup> Every such notice shall be published in at least one English language daily newspaper circulating in Singapore at least fourteen clear days before the meeting and given in writing to any securities exchange on which shares in the Company are listed.<sup>5</sup>

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59. (A) Every notice calling a General Meeting shall specify the place and the 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.

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- (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.

60. 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;

<sup>4</sup> See Rule 704(13) of the SGX-ST Listing Manual.

<sup>5</sup> See Paragraph 7 Appendix 2.2 of the Listing Manual.

- (c) electing, 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 fees of the Directors proposed to be passed under Article 88.
61. 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. Appendix 2.2 Paragraph 7

### PROCEEDINGS AT GENERAL MEETINGS

62. The Chairman of the Board, failing whom the Deputy Chairman of the Board, 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 and willing to act within five minutes after the time appointed for holding the meeting, 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.
63. 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, PROVIDED THAT where a member is represented by more than one proxy such proxies shall count as only one member for the purpose of determining the quorum. A corporation being a member shall be deemed to be personally present if represented in accordance with the provisions of Article 85.
64. If within thirty 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 ten days' notice appoint. At the adjourned meeting, any one or more members present in person or by proxy shall be a quorum.
65. 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 thirty 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.

66. 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.
67. 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.
68. 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;
  - (b) not less than five members having the right to vote at the meeting;
  - (c) a member present having the right to vote at the meeting representing not less than ten per cent. of the total voting rights of all the members having the right to vote at the meeting; or
  - (d) a member present having the right to vote at the meeting and holding shares on which an aggregate sum has been paid up equal to not less than ten per cent. of the total sum paid-up on all shares of the Company conferring that right (excluding treasury shares),

PROVIDED THAT no poll shall be demanded on the choice of a chairman or on a question of adjournment.

69. 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.
70. 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.
71. A poll demanded on any question shall be taken either immediately or at such subsequent time (not being more than thirty 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

72. 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 and to Article 15, 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 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 forty-eight hours before the time of the relevant General Meeting as certified by the Depository to the Company. Appendix 2.2 Paragraph 8(e)
73. In the case of joint holders of a share, any one of such person may vote, and be reckoned in quorum at any General Meeting, either personally or by proxy or by attorney or in the case of a corporation by a representative as if he were solely entitled thereto, but if more than one of such joint holders is so present at any meeting, then the person present whose name stands first in the Register of Members or (as the case may be) the Depository Register in respect of the share shall alone be entitled to vote in respect thereof. Appendix 2.2 Paragraph 8(b)
74. 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.
75. Any member shall be entitled to be present and to vote either personally or by proxy, at any General Meeting of the Company, in respect of any share or shares upon which all calls due to the Company have been paid, and shall be entitled to exercise any other right conferred by membership in relation to meetings of the Company. Appendix 2.2 Paragraph 8(a)
76. 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.
77. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same meeting, or at any adjournment thereof, and unless in the



opinion of the Chairman at the meeting or at any adjournment thereof as the case may be, it shall be of sufficient importance to vitiate the result of the voting.

78. On a poll, votes may be given 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.
79. (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 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 forty-eight 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 forty-eight 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.
- (B) 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.
- (C) 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. If no proportion is specified, the Company shall be entitled to treat the first named proxy as representing the entire number of shares entered against his name in the Depository Register and any second named proxy as an alternate to the first named or at the Company's option to treat the instrument of proxy as invalid.
- (D) A proxy need not be a member of the Company.
80. (A) An instrument appointing a proxy shall be in writing in any usual or common form 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.
- (B) The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointor 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 Article 81, failing which the instrument may be treated as invalid.

Appendix 2.2  
Paragraph 8(c)

81. 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 registered office of the Company) not less than forty-eight 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 be required again to be delivered for the purposes of any subsequent meeting to which it relates.
82. 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. Appendix 2.2 Paragraph 8(d)
83. 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 registered office of the Company 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.
84. Subject to these presents and the Statutes, the Board may, at its sole discretion, approve and implement, subject to such security measures as may be deemed necessary or expedient, such voting methods to allow members who are unable to vote in person at any General Meeting the option to vote in absentia, including but not limited to voting by mail, electronic mail or facsimile<sup>6</sup>.

#### **CORPORATIONS ACTING BY REPRESENTATIVES**

85. 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 the provisions of these presents, be deemed to be present in person at any such meeting if a person so authorised is present thereat.

#### **DIRECTORS**

86. Subject to the bye-laws or listing rules of the securities exchange upon which shares in the Company are listed, all the Directors shall be natural persons and shall not be less than one in number. The Company may, subject to the Statutes, vary the minimum number of Directors by Ordinary Resolution from time to time. Appendix 2.2 Paragraph 9(a)

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<sup>6</sup> See Guideline 15.1 of the Code of Corporate Governance 2005.

87. 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.
88. The fees of the Directors shall from time to time be determined by Ordinary Resolution and 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 fees is payable shall be entitled only to rank in such division for a proportion of fees related to the period during which he has held office. Appendix 2.2 Paragraph 9(d)
89. (A) 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 ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine.
- (B) The remuneration (including any remuneration under Article 89(A) 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. Appendix 2.2 Paragraph 9(c)
90. 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.
91. 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.
92. (A) A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine. No Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as a vendor, purchaser or otherwise. Subject to this Article 92, no such contract and no contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested shall be liable to be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

- (B) Subject to Article 114 below, a Director notwithstanding his interest may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged.
93. A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with the Act.
94. (A) The Directors may 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 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 Managing or Joint Managing or Deputy or Assistant Managing Director 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.
95. 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.
96. The Company by Special Resolution in General Meeting may, from time to time, increase or reduce the number of Directors, and may alter their qualification, if any.

#### **MANAGING DIRECTORS**

97. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors (or person(s) holding an equivalent position) of the Company and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places. Where an appointment is for a fixed term, such term shall not exceed five Years. Appendix 2.2 Paragraph 9(i)
98. A Managing Director (or a person holding an equivalent position) shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to retirement by rotation, resignation and removal as the other Directors and if he ceases to hold the office of Director from any cause, he shall *ipso facto* and immediately cease to be a Managing Director (or a person holding an equivalent position).

99. The remuneration of a Managing Director (or a person holding an equivalent position) shall from time to time be fixed by the Directors and may, subject to the provisions of these presents, be by way of salary or commission or participation in profits or by any or all of these modes but he shall not under any circumstances be remunerated by a commission on or a percentage of turnover.
100. A Managing Director (or a person holding an equivalent position) shall at all times be subject to the control of the Directors but subject thereto, the Directors may from time to time entrust to and confer upon a Managing Director (or a person holding an equivalent position) for the time being of the powers exercisable under the provisions of 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. Appendix 2.2 Paragraph 9(j)

#### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

101. 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;
  - (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 registered office of the Company or if he shall in writing offer to resign and the Directors shall resolve to accept such offer;
  - (c) if he becomes a bankrupt or shall compound with his creditors generally; Appendix 2.2 Paragraph 9(g)
  - (d) for more than six months is absent without permission of the Directors from meetings of the Directors held during that period and his alternate Director (if any) shall not during such period have attended in his stead;
  - (e) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his interest in manner required by the Statutes;
  - (f) 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 Appendix 2.2 Paragraph 9(g)
  - (g) if he is removed by the Company in a General Meeting pursuant to the provisions of these presents.
102. Where a Director is disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds, the Director shall immediately resign from office. Appendix 2.2 Paragraph 9(n)

103. Every Director shall, subject to the Statutes, retire from office once every three Years and for this purpose, 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.
104. 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 be eligible for re-election.
105. If a Director retires under any provision of these presents, the Company may 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 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 Article 106; 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.

106. 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. Any resolution moved in contravention of this provision shall be void.
107. No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for appointment as a Director at any General Meeting unless not less than eleven clear days nor more than forty-two clear days (exclusive of the date on which the notice is given) before the date appointed for the meeting, there shall have been lodged at the registered office of the Company, 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 a notice in writing signed by the person to be proposed of his willingness to be elected and signifying his candidature for the office 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.

Appendix 2.2  
Paragraph 9(h)

108. The Company may in accordance with and subject to 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 appoint another person in place of a Director so removed from office. 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 be filled as a casual vacancy.

109. The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an additional Director but the total number of Directors shall not at any time exceed the maximum number (if any) fixed by or pursuant to these Articles. Any Director so appointed shall hold office only until the next Annual General Meeting and shall then 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.

Appendix 2.2  
Paragraph 9(b)

#### ALTERNATE DIRECTORS

110. (A) Any Director may at any time by writing under his hand and deposited at the registered office of the Company, or delivered at a meeting of the Directors, appoint any person (other than another Director) approved by a majority of the other Directors of the Board to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the majority of the Directors, shall have effect only upon and subject to being so approved. A person shall not act as alternate Director to more than one Director at the same time.

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Paragraph 9(l)

(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 ("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 committees 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

Appendix 2.2  
Paragraph 9(l)

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 PROVIDED THAT any fees payable to him shall be deducted from his principal's remuneration.

- (E) Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of or for the Directors appointing him.

#### **MEETINGS AND PROCEEDINGS OF DIRECTORS**

- 111. (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. Any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors at any time. It shall be necessary to give notice of such meeting to all Directors, regardless of whether they are for the time being absent from Singapore. Notice of a meeting of Directors shall be given to each of the Directors in writing at least two days prior to the day of the meeting. The period of notice shall be exclusive of the day on which it is served or deemed to be served and the day on which the meeting is to be held. Any Director may waive notice of any meeting and any such waiver may be retroactive and for this purpose, the presence of a Director at the meeting shall be deemed to constitute a waiver on his part. A Director may participate at a meeting of Directors by telephone conference, video conference, audio visual or by means of a similar communication equipment whereby all persons participating in the meeting are able to hear and be heard by, all other participants, without a Director being in the physical presence of another Director or Directors, in which event such Director shall be deemed to be present at the meeting. A Director participating in a meeting in the manner aforesaid may also be taken into account in ascertaining the presence of a quorum at the meeting. Minutes of the proceedings at a meeting by telephone conference, video conference, audio visual, or other similar communications equipment signed by the chairman of the meeting shall be conclusive evidence of such proceedings and of the observance of all necessary formalities and all resolutions agreed by the Directors in such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Directors duly convened and held. Such a meeting is deemed to be held at the place agreed upon by the Directors attending the meeting, PROVIDED THAT at least one of the Directors present at the meeting was at that place for the duration of the meeting.
- (B) Any notice or document may be served on or delivered to any Director either personally or by sending it through the post in a prepaid cover addressed to such Director at his registered address appearing in the Register of Directors maintained by the Company, or to the address, if any, supplied by him to the Company for such purpose, or by sending a telefax containing the text of the notice or document to him to such address as aforesaid, or by delivering it to such address as aforesaid, or by using electronic communications in accordance with the provisions of Article 156. 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. Where a notice or other document is served or sent by telefax, service or delivery shall be deemed to be effected on the day it is so sent, and in proving such service or delivery it shall be sufficient to prove that the telefax was properly addressed and transmitted. Where a notice or other document is served or sent using electronic communications, service or delivery shall be deemed to be effected in accordance with the provisions of Article 156.

112. The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and (except where the Company has only one Director) shall be two unless so fixed at any other number. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.
113. 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. Where the Company has only one Director, he may pass a resolution by recording it and signing the record, in accordance with the Statutes. Appendix 2.2 Paragraph 9(m)
114. A Director shall not vote in respect of any contract or proposed contract or arrangement or any other proposal whatsoever in which he has any personal material 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. Appendix 2.2 Paragraph 9(e)
115. 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 the provisions of these presents, the continuing Directors or Director (if any) may, except in an emergency, act only for the purpose of increasing the number of Directors to such minimum number or of summoning General Meetings, but not for any other purpose. If there be no Director or Directors able or willing to act, then any two members may summon a General Meeting for the purposes of appointing Directors. Appendix 2.2 Paragraph 9(k)
116. (A) The Directors may elect from their number a Chairman and a Deputy Chairman (or two or more Deputy Chairmen) and may determine the period for which each is to hold office. 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.
117. A resolution in writing signed by the majority of Directors or their alternates, shall be as effective as a resolution duly passed at a meeting of the Directors duly convened and held. Any such resolution 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 any such Director by telefax, telex, cable, telegram, wireless or facsimile transmission or any form of electronic communication approved by the Directors for such purpose from time to time incorporating, if the Directors deem necessary, the use of security and/or identification procedures and devices approved by the Directors.

118. The Directors may delegate any of their powers or discretion to 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 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.
119. 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, so far as the same are not superseded by any regulations made by the Directors under Article 118.
120. 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**

121. Subject to the Statutes and the provisions of these presents, the Directors may exercise all the powers of the Company to borrow money, or repay, or secure the payment of such sums as they think fit, and may secure the repayment or payment of such sums by mortgage or charge of the Company’s 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.

Appendix 2.2  
Paragraph 6

#### **GENERAL POWERS OF DIRECTORS**

122. The business and affairs of the Company shall be managed by or under the direction of the Directors, who may exercise all such powers of the Company that are not required by the Statutes or by the provisions of these presents to be exercised by the Company in a General Meeting, subject to such exercise of powers not being inconsistent with the Statutes or any provisions of these presents as may be prescribed by Special Resolutions, save that no such provisions prescribed by Special Resolutions shall invalidate any prior act of the Directors which would have been valid if such provisions had not been prescribed, PROVIDED THAT the Directors shall not carry into effect any proposals for selling or disposing of the whole or substantially the whole of Company’s main undertaking unless such proposals have, in accordance with the Statutes, been approved by the Company in a 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.

123. 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 managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions 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.
124. 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 discretions (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 discretions vested in him.
125. 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 Statutes) make and vary such regulations as they may think fit in respect of the keeping of any such Register.
126. 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.

#### **MINUTES**

127. (A) The Directors shall cause minutes to be duly entered in books provided for that purpose:
  - (a) of all appointments of officers;
  - (b) of the names of the Directors present at each meeting of the Directors and of any committee of Directors;
  - (c) of all orders made by the Directors and committees of Directors; and
  - (d) of all resolutions and proceedings of General Meetings and of meetings of the Directors or committee of Directors.

- (B) Any such minutes of any meeting of the Directors or committee of Directors or of the Company, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes.

#### **SECRETARY**

128. 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 Statutes and in particular Section 171 of the Act.

#### **THE SEAL**

129. 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.
130. Every instrument to which the Seal shall be affixed shall bear the signatures or autographic or facsimile signatures of a Director and the Secretary or by two Directors, or by one Director and one other person appointed by the Directors for the purpose, 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 or either of them shall be dispensed with or affixed by some method or system of mechanical signature or other method approved by the Directors.
131. (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**

132. 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. Where any books, records, documents or accounts are elsewhere than at the registered office of the Company, 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. Any authentication or certification made pursuant to this Article may be made by any electronic means approved by the Directors from time to time for such purpose incorporating, if the Directors deem necessary, the use of security and/or identification procedures or devices approved by the Directors.

### **RESERVES**

133. 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 part 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 Statutes.

### **DIVIDENDS**

134. The Company may by Ordinary Resolution declare dividends but no such dividends shall exceed the amount recommended by the Directors. No dividends may be paid, unless otherwise provided in the Statutes, to the Company in respect of treasury shares.
135. 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.
136. Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide and except as otherwise permitted under the Statutes:
- (a) all dividends in respect of shares must be paid in proportion to the number of shares held by a member but where shares are partly paid all dividends must be apportioned and paid proportionately to the amounts paid or credited as paid on the partly paid shares; and
  - (b) all dividends must be apportioned and paid proportionately to the amounts so paid or credited as paid during any portion or portions of the period in respect of which 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.

137. No dividend shall be paid otherwise than out of profits available for distribution under the Statutes. The declaration of the Directors as to the net profits of the Company shall be conclusive.

138. No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.
139. (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.
- (C) The payment by the Directors of any unclaimed dividends or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof. All dividends and other moneys payable on or in respect of a share that are unclaimed after first becoming payable may be invested or otherwise made use of by the Directors for the benefit of the Company and any dividend or moneys unclaimed after a period of six Years from the date they are first payable may be forfeited and if so shall revert to the Company but the Directors may at any time thereafter at their absolute discretion annul any such forfeiture and pay the moneys so forfeited to the person entitled thereto prior to the forfeiture.
- (D) A payment by the Company to the Depository of any dividend or other moneys payable to a Depositor shall, to the extent of the payment made, discharge the Company from any liability in respect of that payment. If the Depository returns any such dividend or moneys to the Company, the relevant Depositor shall not have any right or claim in respect of such dividend or moneys against the Company if a period of six Years has elapsed from the date on which such other moneys are first payable.
140. 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.
141. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer or the entry of the shares against the Depositor's name in the Depository Register, as the case may be.
142. 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 with 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.

143. (A) Whenever the Directors or the Company in General Meeting have resolved or proposed that a dividend (including an interim, final, special or other dividend) be paid or declared on the ordinary share capital of the Company, the Directors may further resolve that members entitled to such dividend be entitled to elect to receive an allotment of ordinary shares credited as fully paid in lieu of cash in respect of the whole or such part of the dividend as the Directors may think fit. In such case, the following provisions shall apply:
- (a) the basis of any such allotment shall be determined by the Directors;
  - (b) the Directors shall determine the manner in which members shall be entitled to elect to receive an allotment of ordinary shares credited as fully paid in lieu of cash in respect of the whole or such part of any dividend in respect of which the Directors shall have passed such a resolution as aforesaid, and the Directors may make such arrangements as to the giving of notice to members, providing for forms of election for completion by members (whether in respect of a particular dividend or dividends or generally), determining the procedure for making such elections or revoking the same and the place at which and the latest date and time by which any forms of election or other documents by which elections are made or revoked must be lodged, and otherwise make all such arrangements and do all such things, as the Directors consider necessary or expedient in connection with the provisions of this Article;
  - (c) the right of election may be exercised in respect of the whole of that portion of the dividend in respect of which the right of election has been accorded PROVIDED THAT the Directors may determine, either generally or in any specific case, that such right shall be exercisable in respect of the whole or any part of that portion; and
  - (d) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on ordinary shares in respect whereof the share election has been duly exercised (the "elected ordinary shares") and in lieu and in satisfaction thereof ordinary shares shall be allotted and credited as fully paid to the holders of the elected ordinary shares on the basis of allotment determined as aforesaid and for such purpose and notwithstanding the provisions of Article 147, the Directors shall (i) capitalise and apply the amount standing to the credit of any of the Company's reserve accounts or any sum standing to the credit of the profit and loss account or otherwise available for distribution as the Directors may determine, such sum as may be required to pay up in full the appropriate number of ordinary shares for allotment and distribution to and among the holders of the elected ordinary shares on such basis, or (ii) apply the sum which would otherwise have been payable in cash to the holders of the elected ordinary shares towards payment of the appropriate number of ordinary shares for allotment and distribution to and among the holders of the elected ordinary shares on such basis.
- (B) (a) The ordinary shares allotted pursuant to the provisions of paragraph (A) of this Article shall rank *pari passu* in all respects with the ordinary shares then in issue save only as regards participation in the dividend which is the subject of the election referred to above (including the right to make the election referred to above) or any other distributions,

bonuses or rights paid, made, declared or announced prior to or contemporaneous with the payment or declaration of the dividend which is the subject of the election referred to above, unless the Directors shall otherwise specify.

- (b) The Directors may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (A) of this Article, with full power to make such provisions as they think fit in the case of shares becoming distributable in fractions (including, notwithstanding any provision to the contrary in these presents, provisions whereby, in whole or in part, fractional entitlements are disregarded or rounded up or down or whereby the benefit of the fractional entitlements accrues to the Company rather than the members).
  - (C) The Directors may, on any occasion when they resolve as provided in paragraph (A) of this Article, determine that rights of election under that paragraph shall not be made available to the persons who are registered as holders of ordinary shares in the Register of Members or (as the case may be) in the Depository Register, or in respect of ordinary shares the transfer of which is registered, after such date as the Directors may fix subject to such exceptions as the Directors may think fit, and in such event the provisions of this Article shall be read and construed subject to such determination.
  - (D) The Directors may, on any occasion when they resolve as provided in paragraph (A) of this Article, further determine that no allotment of shares or rights of election for shares under that paragraph shall be made available or made to members whose registered addresses entered in the Register or (as the case may be) the Depository Register is outside Singapore or to such other members or class of members as the Directors may in their sole discretion decide and in such event the only entitlement of the members aforesaid shall be to receive in cash the relevant dividend resolved or proposed to be paid or declared.
  - (E) Notwithstanding the foregoing provisions of this Article, if at any time after the Directors' resolution to apply the provisions of paragraph (A) of this Article in relation to any dividend but prior to the allotment of ordinary shares pursuant thereto, the Directors shall consider that by reason of any event or circumstance (whether arising before or after such resolution) or by reason of any matter whatsoever it is no longer expedient or appropriate to implement that proposal, the Directors may at their absolute discretion and without assigning any reason therefor, cancel the proposed application of paragraph (A) of this Article.
144. 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 in 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 146, 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.

145. 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.
146. Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in a 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**

147. Subject to Article 5 and Article 10, the Directors may capitalise any sum standing to the credit of any of the Company's reserve accounts (including any 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 Ordinary 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 into an agreement with the Company on behalf of all the members interested, providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.
148. In addition and without prejudice to the power to capitalise profits and other moneys provided for by Article 147, 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 unissued shares on terms that such shares shall, upon issue, be held by or for the benefit of participants of any share incentive or option scheme or plan implemented by the Company and approved by shareholders in General Meeting in such manner and on such terms as the Directors shall think fit.

### **ACCOUNTS**

149. Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes shall be kept at the registered office of the Company, 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.
150. In accordance with the Statutes, 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 date of the Company's Annual General Meeting shall not exceed four Months or such period as may be prescribed by law, the Statutes or the bye-laws or listing rules of the securities exchange upon which shares in the Company are listed.
151. 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 or the Statutes to be comprised therein or attached or annexed thereto) shall 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, subject to the Statutes or the provisions of these presents, not less than fourteen days before the date of the meeting, 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 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 registered office of the Company.

Appendix 2.2  
Paragraph 10

### **AUDITORS**

152. Subject to 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.
153. The appointment and duties of such Auditor or Auditors shall be in accordance with the Statutes which may be in force in relation to such matters.
154. 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.
155. Every account of the Directors when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered within that period, the account shall forthwith be corrected, and thenceforth shall be conclusive.

## NOTICES

156. 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. Without prejudice to the foregoing provisions of this Article, any notice or document (including, without limitation, any accounts, balance-sheet or report) which is required or permitted to be given, sent or served under the Statutes or under the provisions of these presents by the Company, or by the Directors, to a member of the Company or an officer or Director or Auditor of the Company may be given, sent or served using electronic communications to the current address of that person in accordance with the provisions of, or as otherwise provided by, the Statutes and/or any other applicable regulations or procedures. Such notice or document shall be deemed to have been duly given, sent or served upon transmission of the electronic communication to the mail server designated by such address or as otherwise provided under the Statutes and/or any other applicable regulations or procedures.
157. Any notice or other document required to be sent or served upon the Company or upon any officer of the Company may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope or wrapper or by telex or facsimile transmission addressed to the Company or to such officer at the Company's registered office.
158. Any notice given to 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.
159. 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 or given, sent or served to any member using electronic communications 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.

160. 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 notices from the Company.
161. Any Member described in the Register or the Depository Register, as the case may be, by an address not within the Republic of Singapore who shall from time to time give the Company an address within the Republic of Singapore at which notices may be served upon him shall be entitled to have served upon him at such address any notice to which he would be entitled under these Articles.
162. Any document other than a notice required to be served on a Member, may be served in like manner as a notice may be given to him under these Articles. The signature to any such notice or document may be written or printed.
163. In the case of an equality of votes whether on a show of hands or on a poll as aforesaid, the Chairman shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled as a Member or as a proxy of a Member.
164. Every person who, by operation of law, transfer or any other means whatsoever, shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being registered in the Register or in the Depository Register, as the case may be, shall be duly given to the person from whom he derives his title to such share.

#### **WINDING UP**

165. 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.
166. Subject to the provisions of these presents and the Statutes, 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 or 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.

Appendix 2.2  
Paragraph 11

#### **INDEMNITY**

167. Subject to 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 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**

168. 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, it will be inexpedient in the interest of the members of the Company to communicate to the public, save as may be authorised by law or required by the bye-laws or listing rules of the securities exchange upon which shares in the Company are listed.

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Names, Addresses and Description of Subscribers

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**MURLI KEWALRAM CHANRAI**

14 Leonie Hill Road #08-18  
Singapore 0923

Director

**RANGAREDDY JAYACHANDRAN**

31 Leonie Hill Road #09-01  
Rivershire  
Singapore 0923

Director

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Dated this 26<sup>th</sup> day of June 1995

Witness to the above signatures:

Thong Huey Yann  
ADVOCATE & SOLICITOR  
80 Raffles Place #25-01  
UOB Plaza 1  
Singapore 0104

## APPENDIX IV — THE OLAM SCRIP DIVIDEND SCHEME STATEMENT

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### OLAM INTERNATIONAL LIMITED

(Incorporated in the Republic of Singapore)  
Company Registration No. 199504676H)

### OLAM SCRIP DIVIDEND SCHEME SCRIP DIVIDEND SCHEME STATEMENT

#### 1. SCRIP DIVIDEND SCHEME STATEMENT

This Scrip Dividend Scheme Statement (“**Statement**”) contains the terms and conditions of the Olam Scrip Dividend Scheme (the “**Scrip Dividend Scheme**”) under which persons registered in the Register of Members of Olam International Limited (the “**Company**”) or, as the case may be, the Depository Register (as defined below) as the holders of fully paid ordinary shares in the Company (the “**Shareholders**”) may elect to receive fully paid ordinary shares in the capital of the Company (the “**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 (after the deduction of applicable income tax).

The SGX-ST (as defined below) assumes no responsibility for the correctness of any of the statements made in this Statement.

#### 2. SUMMARY OF MAIN FEATURES

The Scrip Dividend Scheme provides Shareholders with the option to elect to receive Shares in lieu of part only or all of the cash amount of any dividend (including any interim, final, special or other dividend) (the “**Dividend**”) declared on their holding of Shares (after the deduction of applicable income tax).

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

All Shareholders are eligible to participate in the Scrip Dividend Scheme subject to the restrictions on Foreign Shareholders (as defined below), more particularly described below and except for such other Shareholders or class of Shareholders as the Directors may in their discretion decide.

Subject to these Terms and Conditions (as defined below), 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 also 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, a Shareholder may not make a permanent election to participate in respect of part only of his holdings of Shares to which each Notice of Election relates for 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 cancel their participation and withdraw from the Scrip Dividend Scheme at any time, subject to giving appropriate notice in accordance with paragraph 4.12 of this Statement.

The directors of the Company (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 which may be allotted and issued under the Scrip Dividend Scheme to Participating Shareholders (as defined below) will rank, upon allotment and issue, *pari passu* in all respects with the existing Shares then in issue except that they will not rank for any dividend, right, allotment or other distributions, the record date for which falls before the date of issue of the New Shares, unless the Directors shall otherwise specify.

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

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

Participation in the Scrip Dividend Scheme is optional and is not transferable.

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

A Shareholder may only make a permanent election to receive Shares in respect of all and not only part of his entitlement to future Qualifying Dividends. Where a member elects to receive Shares in respect of part only of his entitlement to any Qualifying Dividend, permanent election shall not be available.

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 specified by the Directors in respect of that Qualifying Dividend.

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

#### **4.1 Establishment**

The Scrip Dividend Scheme has been established by the board of directors of the Company.



## 4.2 Terms and Conditions

The following are the terms and conditions (“**Terms and Conditions**”, which expression shall include any amendment or supplement thereto) of the Scrip Dividend Scheme. In these Terms and Conditions, the following definitions apply throughout unless the context otherwise requires or otherwise stated:

“ <b>Companies Act</b> ”	:	The Companies Act, Chapter 50 of Singapore, as amended from time to time
“ <b>Books Closure Date</b> ”	:	The date to be determined by the Directors on which the register of members and the transfer books of the Company will be closed for the purpose of determining the entitlements of Shareholders to a Dividend and, in the case of Shareholders with Shares entered against their names in the Depository Register, at and on which their entitlement to a Dividend will be determined
“ <b>CDP</b> ”	:	The Central Depository (Pte) Limited
“ <b>Market Day</b> ”	:	A day on which the SGX-ST is open for trading in securities
“ <b>Qualifying Dividend</b> ”	:	Any Dividend to which the Scrip Dividend Scheme (as determined by the Directors and as provided below) applies
“ <b>Shares</b> ”	:	Ordinary shares in the capital of the Company
“ <b>SGX-ST</b> ”	:	Singapore Exchange Securities Trading Limited (including any successor entity or body)
“ <b>S\$</b> ”	:	Singapore dollars

The terms “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the meanings ascribed to them respectively in Section 130A of the Companies Act.

## 4.3 Eligibility

All Shareholders are eligible to participate in the Scrip Dividend Scheme, subject to the restrictions on Foreign Shareholders, more particularly described below and except that participation in the Scrip Dividend Scheme shall not be available to such Shareholders or class of Shareholders as the Directors may in their discretion determine, and further subject to the requirement that such participation by any 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, as the case may be, or by the Articles of Association of the Company.

## 4.4 Shareholders with Registered Addresses Outside Singapore

For practical reasons and to avoid any violation of the securities laws applicable in countries outside Singapore where Shareholders may have their registered addresses, (unless otherwise determined by the Directors) Shareholders with registered addresses outside Singapore and who have not provided to the Company or (as the case may be) CDP not later than five Market Days prior to the Books Closure Date (or such other period as the Directors may determine), addresses in Singapore for the service of notices and documents (the “**Foreign Shareholder**”) may not participate in the Scrip Dividend Scheme. No Foreign Shareholder shall have any claim whatsoever against the Company or CDP in connection therewith. Foreign Shareholders who

may not participate in the Scrip Dividend Scheme and 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, or, if the Foreign Shareholder is a Depositor, CDP not later than five Market Days prior to the Books Closure Date (or such other period as the Directors may determine). Depositors should note that all correspondences and notices will be sent to their last registered addresses with CDP.

#### **4.5 Level of Participation**

A Shareholder may elect to participate in the Scrip Dividend Scheme (the “**Participating Shareholder**”) in respect of part 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**”).

#### **4.6 Permanent Election**

Any permanent election to participate in the Scrip Dividend Scheme is personal to the Participating 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 election in respect of all his holding 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 in any other form will not be accepted by the Company or (as the case may be) CDP.

#### **4.7 Notice of Election to Participate**

The Company will, at its discretion, send to each Shareholder one or more notices of election (in such form as the Directors may approve) (the “**Notice of Election**”) unless a permanent election to participate in the Scrip Dividend Scheme has already 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 Shareholder who is a Depositor, by CDP, by the date to be specified by the Directors in respect of that Qualifying Dividend. In the event underwriting arrangements are entered into pursuant to paragraph 4.16 below, the last day for Shareholders to submit Notices of Election to the Company or (as the case may be) CDP, may be before the Price Determination Date (as defined below). A Shareholder receiving two or more Notices of Election and wishing to receive 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 and/or CDP, as the case may be. A notice of election to participate in the Scrip Dividend Scheme in 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 or otherwise is received after the date specified by the Directors for any particular Qualifying Dividend, the Notice of Election will not be processed.

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 Notices of Election received by him and return the Notices of Election to the Company and/or CDP, as the case may be.

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 it has the legal right and full power and authority to participate in the Scrip Dividend Scheme and that its participation in the Scrip Dividend Scheme will not result in a breach of any law or regulation by which it 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 ("**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 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 notwithstanding their elections under the Scrip Dividend Scheme.

#### **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 (after the deduction of applicable income tax) to which such Notice of Election relates to receive Shares in lieu of the cash amount of the Qualifying Dividend.

In respect of any Qualifying Dividend, the number of Shares to be allotted and issued to the Participating Shareholder electing to receive Shares 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 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 Qualifying Dividend (after deduction of applicable income tax) to which such Notice of Election relates.
- V is the issue price of a Share, which shall for the purpose of calculating the number of Shares to be allotted and issued as fully paid to Participating Shareholders, pursuant to the Scrip Dividend Scheme, be an amount in S\$ (the “**Relevant Amount**”), which shall not be set at more than a 10% discount to, nor shall it exceed, the amount which is the arithmetic average of the volume weighted average price for a Share sold on the SGX-ST for a period of ten Market Days (or such number of days as the Directors may determine in their sole discretion) following the date of the announcement of the date of allotment of the New Shares (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 be set at more than a 10% discount to, nor shall it exceed, the arithmetic average of the volume weighted average price of a Share on the SGX-ST for each of the Market Days during a period to be determined by the Directors and announced by the Company.

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

#### 4.10 Terms of Allotment

Unless the Directors otherwise determine, all Shares allotted to Participating Shareholders under the Scrip Dividend Scheme will be allotted as fully paid. All such Shares shall upon allotment and issue, rank *pari passu* in all respects with all existing Shares then in issue except that they will not rank for any dividend, right, allotment or other distributions, the record date for which falls before the date of issue of the New Shares, unless the Directors shall otherwise specify.

Participating Shareholders who are Depositors will have the Shares credited to their CDP accounts. In other cases, certificates for the Shares will be despatched to Participating Shareholders, at their risk, at their registered addresses in Singapore.

#### 4.11 Notification Letters to Participating Shareholders

The Company will send to each Participating Shareholder on or about each payment date for the 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 Dividend, or such other period as the Directors may decide, a notification letter detailing, *inter alia*:

- (a) the number of the Shares held by the Participating Shareholder in respect of which the Participating Shareholder has elected to participate in the Scrip Dividend Scheme; and
- (b) the number of Shares to be allotted to the Participating Shareholder under the Scrip Dividend Scheme.

#### **4.12 Cancellation of Participation**

A Participating Shareholder may at any time cancel his 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 or, as the case may be, CDP) 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 by the date to be specified by the Directors for that Qualifying Dividend, failing which the Notice of Cancellation will not be effective for that Qualifying Dividend but will be effective for all future Qualifying Dividends in respect of such Notice of Election.

When a Participating Shareholder gives notice to the Company or, if the Participating Shareholder is a Depositor, to CDP, of a change of his registered address to an address outside Singapore, he shall thereupon be considered a Foreign Shareholder and shall not be eligible to participate in the Scrip Dividend Scheme, notwithstanding any permanent election to participate in the Scrip Dividend Scheme, unless he provides an address in Singapore for the services of notices and documents by notifying the Company, or if he is a Depositor, CDP not later than five Market Days prior to the Books Closure Date (or such other period as the Directors may determine).

If a Participating Shareholder, who is an individual, dies, any permanent election to participate in the Scrip Dividend Scheme by that Participating Shareholder will cease upon receipt by the Company or, if the Participating Shareholder is a Depositor, by CDP of, *inter alia*, a Notice of Cancellation and 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 the deceased Participating Shareholder wishes 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 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 or, if the Participating Shareholder is a Depositor, by CDP of, *inter alia*, a Notice of Cancellation and notice of the bankruptcy or, as the case may be, the winding up.

#### **4.13 Cancellation or Suspension of Application of the Scrip Dividend Scheme**

Notwithstanding any provision in these Terms and Conditions, 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 Shares in respect of the 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 Dividend, the Directors may, at their absolute discretion and as they may deem fit and without assigning any reason therefor, cancel or suspend the

application of the Scrip Dividend Scheme to the Dividend. Any suspension will continue until such time as the Directors resolve to recommence or cancel the application of the Scrip Dividend Scheme to the Dividend. The date of any recommencement or cancellation will be notified to all Shareholders. In the event of a cancellation, the Dividend shall be paid in cash to Shareholders in the usual manner.

#### **4.14 Modification, Suspension and Termination of the Scrip Dividend Scheme**

The Scrip Dividend Scheme may be modified, suspended (in whole or in part) or terminated at any time and in any manner by the Directors as they deem fit on giving notice in writing to all Shareholders, except that no material modification shall be made without the prior 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 from the Participating Shareholder a Notice of Cancellation in respect of a Notice of Election submitted by such Participating Shareholder or his permanent election otherwise ceases to have effect as provided in paragraph 4.12 above, whichever is the earlier.

Any suspension of the Scrip Dividend Scheme will continue until such time as the Directors resolve to recommence or terminate the Scrip Dividend Scheme. If the Scrip Dividend Scheme is recommenced, Participating Shareholders' Notice of Election as to their participation under the previously suspended Scrip Dividend Scheme will be valid and have full force and effect in accordance with these Terms and Conditions for the purposes of the Scrip Dividend Scheme, provided that (i) the CDP or the Company has not received a Notice of Cancellation in respect of a Notice of Election submitted by such Participating Shareholder, or (ii) his permanent election has not ceased to have effect as provided in paragraph 4.12 above. The date and conditions of the recommencement (including any directions as to Shares recommencing to participate in the Scrip Dividend Scheme) will be notified to all Shareholders.

#### **4.15 General Administration of the Scrip Dividend Scheme**

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

- (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 generally or in relation to any Participating Shareholder or any Shares 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 Directors include a reference to the 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.

#### **4.16 Other Arrangements (as defined below) by the Company**

The Company may, on such terms and conditions as the Directors in their absolute discretion deem fit, enter into arrangements, transactions, agreements and deeds relating to or in connection with the Scrip Dividend Scheme (the “**Other Arrangements**”) including any placement, underwriting or other arrangement with one or more underwriters or other parties with respect to any Shares (the “**Relevant Shares**”) not issued to or taken up by Shareholders who do not elect to receive Shares in respect of a Qualifying Dividend and/or which relate to Foreign Shareholders had they been eligible to participate and for this purpose, the Relevant Shares will be issued at an issue price not less than the issue price of the Shares and on such terms and conditions as the Directors deem fit, to one or more underwriters or other parties.

In the event that the Relevant Shares are placed out to:

- (a) Directors and substantial shareholders;
- (b) immediate family members of the Directors and/or substantial shareholders;
- (c) related companies (as defined in Section 6 of the Companies Act), associated companies and sister companies of the substantial shareholders;
- (d) corporations in whose shares the Directors and substantial shareholders have an aggregate interest of at least 10.0%; and
- (e) any person who, is deemed by, and notified to the Company by the SGX-ST to fall within sub-paragraphs (a) to (d) above,

the Company will seek the approval of Shareholders at general meeting, pursuant to Rule 804 and Rule 812 of the Listing Manual of the SGX-ST.

The Company will announce the details of such Other Arrangements on the website of the SGX-ST, in the event such Other Arrangements are entered into.

#### **4.17 Governing Law and Jurisdiction**

This Statement, the Scrip Dividend Scheme and the Terms and Conditions thereof shall be governed by, and construed in accordance with, the laws of Singapore and each Shareholder submits to the exclusive jurisdiction of the Singapore courts.

#### **4.18 Exclusion of Third Party Rights**

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.

#### **4.19 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 articles of association of the Company.

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

The Company shall make the necessary application(s) for the listing of the 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 listing of such Shares is not to be taken as an indication of the merits of the Scrip Dividend Scheme, the Shares, the Company or its subsidiaries.

## 6. OBLIGATION TO EXTEND TAKE-OVER OFFER

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

- (a) he, by participating in the Olam Scrip Dividend Scheme in relation to any Qualifying Dividend, acquires, whether by a series of transactions over a period of time or not, Shares which (together with Shares held or acquired by 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, by participating in the Olam Scrip Dividend Scheme in relation to any Qualifying Dividend, acquires in any period of six months additional Shares carrying more than 1% of the voting rights of the Company.

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 Take-over Code. Shareholders who are in doubt as to whether they would incur any obligation to make a take-over offer under the Take-over Code as a result of any acquisition of Shares through their participation in the Olam Scrip Dividend Scheme are advised to consult their professional advisers and/or the Securities Industry Council of Singapore at the earliest opportunity.

## 7. 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 they are in any doubt or if they otherwise require.

The Company takes 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 Singapore tax liability in relation to the Dividends received will not alter, nor is there any tax advantage to be gained, by reason of having elected to participate in the Scrip Dividend Scheme.

## 8. INCOME TAX

The Company will deduct all income tax required to be deducted from the Qualifying Dividends in accordance with applicable law.



**9. OTHER ITEMS**

The Shares are offered on the Terms and Conditions set out in this Statement and in the applicable provisions of the Articles of Association of the Company. There are no other terms other than those implied by law or set out in publicly registered documents.

**10. ENQUIRIES**

Enquiries about any aspect of the Scrip Dividend Scheme should be directed to:

Olam International Limited  
9 Temasek Boulevard  
#11-02 Suntec Tower Two  
Singapore 038989  
Attention: Corporate Affairs

**11. 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 Shareholder 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 or in relation to any matter in connection with the Scrip Dividend Scheme, including any delay in allotting or issuing any Shares or applying for their listing. No representation or warranty is given in respect of any Shares, the Company or its subsidiaries or associated companies or that listing approval for the Shares will be obtained

## **OLAM INTERNATIONAL LIMITED**

(Incorporated in the Republic of Singapore)  
(Company Registration No. 199504676H)

### **NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that an extraordinary general meeting of Olam International Limited (the “**Company**”) will be held at STI Auditorium, 168 Robinson Road, Level 9, Capital Tower, Singapore 068912 on 29 October 2009 at 10.30 a.m. (or as soon as practicable following the conclusion or adjournment of the annual general meeting of the Company to be held on the same day and at the same place) (the “**EGM**”) for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions:

#### **Special Resolution 1: Approval of the amendments to the Memorandum of Association of the Company**

THAT the Memorandum of Association of the Company be amended in the manner and to the extent set out in Appendix I of the circular of the Company dated 7 October 2009 (the “**Circular**”).

#### **Special Resolution 2: Adoption of New Articles of Association of the Company**

THAT the new Articles of Association of the Company as contained in Appendix III of the Circular and submitted to this extraordinary general meeting be approved and adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association of the Company.

#### **Ordinary Resolution 3: Approval of the Olam Scrip Dividend Scheme**

THAT subject to and contingent upon the passing of Special Resolution 2 above:

- (1) the scrip dividend scheme to be known as the Olam Scrip Dividend Scheme (“**Olam Scrip Dividend Scheme**”), under which the directors of the Company (the “**Directors**”) may, whenever the Directors, or the Company in general meeting, have resolved that a dividend (including an interim, final, special or other dividend) be paid or declared on the ordinary shares in the capital of the Company (the “**Shares**”), resolve that Shareholders entitled to such dividend may elect to receive part only or all of an allotment of Shares credited as fully paid in lieu of cash in respect of the dividend (further particulars of which are set out in the Circular in respect of the proposed Olam Scrip Dividend Scheme), be and is hereby approved and adopted; and
- (2) the Directors be and are hereby authorised:
  - (a) to establish and administer the Olam Scrip Dividend Scheme;
  - (b) to modify and/or alter the Olam Scrip Dividend Scheme from time to time and to do all such acts and things and to enter into all such transactions and arrangements as may be necessary or expedient in order to give full effect to the Olam Scrip Dividend Scheme;
  - (c) for the purposes of, in connection with or where contemplated by the Olam Scrip Dividend Scheme, to:
    - (i) (A) allot and issue from time to time Shares (including Shares issued to any party pursuant to Other Arrangements (as defined at paragraph 4.16 of the Olam Scrip Dividend Scheme statement) entered into by the Company in accordance with the terms of the Olam Scrip Dividend Scheme); and/or

(B) make or grant offers, agreements or options that might or would require Shares to be issued during the continuance of this authority or thereafter,

at any time and upon such terms and conditions and to or with such persons as the Directors may, in their absolute discretion, deem fit; and

(ii) issue Shares in pursuance of any offer, agreement or option made or granted by the Directors of the Company while such authority was in force (notwithstanding that such issue of such Shares pursuant to the offer, agreement or option may occur after the expiration of the authority contained in this Ordinary Resolution 3); and

(d) to complete and do all acts and things (including executing such documents as may be required in connection with the Olam Scrip Dividend Scheme) as they or any of them may consider desirable, necessary or expedient to give full effect to this Ordinary Resolution 3 and the Olam Scrip Dividend Scheme.

#### **Ordinary Resolution 4: Approval of the Share Buyback Mandate**

THAT subject to and contingent upon the passing of Special Resolution 2 above:

(1) for the purposes of the Companies Act (Chapter 50 of Singapore) (the “**Companies Act**”), the exercise by the Directors of all the powers of the Company to purchase or otherwise acquire the Shares not exceeding in aggregate the Maximum Limit (as defined below), at such price(s) as may be determined by the Directors from time to time up to the Maximum Price (as defined below), whether by way of:

(a) market purchase(s) (each a “**Market Purchase**”) on Singapore Exchange Securities Trading Limited (the “**SGX-ST**”); and/or

(b) off-market purchase(s) (each an “**Off-Market Purchase**”) in accordance with any equal access scheme(s) as may be determined or formulated by the Directors as they consider fit, which scheme(s) shall satisfy all the conditions prescribed by the Companies Act;

and otherwise in accordance with all other laws and regulations, including but not limited to, the provisions of the Companies Act and listing rules of the SGX-ST as may for the time being be applicable, be and is hereby authorised and approved generally and unconditionally (the “**Share Buyback Mandate**”);

(2) unless varied or revoked by the members of the Company in a general meeting, the authority conferred on the Directors pursuant to this Ordinary Resolution 4 may be exercised by the Directors at any time and from time to time during the period commencing from the date of the passing of this Ordinary Resolution 4 and expiring on the earlier of:

(a) the date on which the next annual general meeting of the Company (“**AGM**”) is held or required by law to be held; or

(b) the date on which the purchases or acquisitions of Shares by the Company pursuant to the Share Buyback Mandate are carried out to the full extent mandated,

whichever is the earlier;

(3) in this Ordinary Resolution 4:

“**Maximum Limit**” means that number of issued Shares representing not more than 10% of the issued ordinary share capital of the Company as at the date of the passing of this Ordinary Resolution 4, unless the Company has effected a reduction of the share capital of the Company

in accordance with the applicable provisions of the Companies Act, at any time during the Relevant Period, in which event the issued ordinary share capital of the Company shall be taken to be the amount of the issued ordinary share capital of the Company as altered (excluding any treasury shares that may be held by the Company from time to time). Any Shares which are held as treasury shares will be disregarded for purposes of computing the 10% limit;

**“Relevant Period”** means the period commencing from the date on which the last AGM was held and expiring on the date the next AGM is held or is required by law to be held, whichever is the earlier, after the date of this Resolution; and

**“Maximum Price”**, in relation to a Share to be purchased or acquired, means the purchase price (excluding brokerage, stamp duties, commission, applicable goods and services tax and other related expenses) which shall not exceed:

- (a) in the case of a Market Purchase, 105% of the Average Closing Price; and
- (b) in the case of an Off-Market Purchase pursuant to an equal access scheme, 120% of the Average Closing Price,

where:

**“Average Closing Price”** means the average of the closing market prices of the Shares over the last five Market Days, on which transactions in the Shares were recorded, before the day on which the purchase or acquisition of Shares was made, or as the case may be, the day of the making of the offer pursuant to the Off-Market Purchase, and deemed to be adjusted for any corporate action that occurs after the relevant five Market Days;

**“day of the making of the offer”** means the day on which the Company announces its intention to make an offer for an Off-Market Purchase, stating therein the purchase price (which shall not be more than the Maximum Price for an Off-Market Purchase calculated on the foregoing basis) for each Share and the relevant terms of the equal access scheme for effecting the Off-Market Purchase; and

- (4) the Directors of the Company and/or any of them be and are hereby authorised to complete and do all such acts and things (including executing such documents as may be required) as they and/or he may consider necessary, expedient, incidental or in the interests of the Company to give effect to the transactions contemplated and/or authorised by this Ordinary Resolution 4.

#### **BY ORDER OF THE BOARD**

Wan Tiew Leng, Lynn  
Company Secretary

Singapore  
7 October 2009

#### **Notes:**

1. A member of the Company entitled to attend and vote at the EGM is entitled to appoint not more than two proxies to attend and vote in his stead. A proxy need not be a member of the Company.
2. The instrument or form appointing a proxy or proxies, duly executed, must be deposited at the registered office of the Company at 3 Church Street, #08-01 Samsung Hub, Singapore 049483, not less than 48 hours before the time appointed for holding the EGM in order for the proxy to be entitled to attend and vote at the EGM.

## OLAM INTERNATIONAL LIMITED

Incorporated in the Republic of Singapore)  
(Company Registration No. 199504676H)

### PROXY FORM

#### Important:

1. For investors who have used their CPF monies to buy the shares of Olam International Limited, this Circular is forwarded to them at the request of their CPF Approved Nominees and is sent **FOR INFORMATION ONLY**.
2. This proxy form is not valid for use by CPF investors and shall be ineffective for all intents and purposes if used or purported to be used by them.
3. CPF Investors who wish to attend the extraordinary general meeting ("EGM") as an observer must submit their requests through their CPF Approved Nominees within the time frame specified. If they also wish to vote, they must submit their voting instructions to the CPF Approved Nominees within the time frame specified to enable them to vote on their behalf.

\*I/We \_\_\_\_\_ (Name)

of \_\_\_\_\_ (Address)

being \*a member/members of **Olam International Limited** (the "Company"), hereby appoint:

Name	NRIC/Passport No	Proportion of Shareholdings to be represented by proxy	
		No. of Shares	%
Address			

\*and/or (delete as appropriate)

Name	NRIC/Passport No	Proportion of Shareholdings to be represented by proxy	
		No. of Shares	%
Address			

or failing him/her, the Chairman of the meeting, as \*my/our \*proxy/proxies to attend and vote for \*me/us on \*my/our behalf and, if necessary, to demand a poll at the EGM of the Company to be held at STI Auditorium, 168 Robinson Road, Level 9, Capital Tower, Singapore 068912 on 29 October 2009 at 10.30 a.m. (or as soon as practicable following the conclusion or adjournment of the annual general meeting of the Company to be held on the same day and at the same place), and at any adjournment thereof.\*I/We direct \*my/our \*proxy/proxies to vote for or against the Special Resolutions and the Ordinary Resolutions to be proposed at the EGM as indicated with an "X" in the spaces provided hereunder. If no specific directions as to voting are given, the \*proxy/proxies will vote or abstain from voting \*at his/their discretion, as he/they will on any other matter arising at the EGM.

	To be used on a show of hands	
	For	Against
<b>Special Resolutions</b>		
1. To approve the amendments to the Memorandum of Association		
2. To approve the adoption of the new Articles of Association		
<b>Ordinary Resolutions</b>		
3. To approve the adoption of the Olam Scrip Dividend Scheme		
4. To approve the adoption of the Share Buyback Mandate		

\* Delete accordingly

(If you wish to use all your votes "For" or "Against", please indicate with an "X" within the box provided.)

All capitalised terms used in this proxy form which are not defined herein shall have the same meanings ascribed to them in this Circular dated 7 October 2009.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2009

Total Number of Shares in	
CDP Register	
Register of Members	

Signature(s) or Common Seal of member(s)

**IMPORTANT: PLEASE READ THE NOTES ON THE REVERSE CAREFULLY BEFORE COMPLETING THIS FORM.**

**Notes:**

1. A member of the Company entitled to attend and vote at the EGM is entitled to appoint not more than two proxies to attend and vote in his stead. Such proxy need not be a member of the Company.
2. Where a member of the Company appoints two proxies, he shall specify the proportion of his shareholding (expressed as a percentage of the whole) to be represented by each such proxy. If no such proportion or number is specified, the first-named proxy may be treated as representing 100% of the shareholdings and any second-named proxy as an alternate to the first-named proxy.
3. Completion and return of this instrument appointing a proxy shall not preclude a member from attending and voting at the EGM. Any appointment of a proxy or proxies shall be deemed to be revoked if a member attends the EGM in person, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the instrument of proxy, to the EGM.
4. This instrument appointing a proxy or proxies must be under the hand of the appointor or 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 common seal or under the hand of its attorney or duly authorised officer.
5. A corporation which is a member of the Company may authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the EGM, in accordance with its Articles of Association and Section 179 of the Companies Act, Chapter 50 of Singapore.
6. This instrument appointing a proxy or proxies, together with the power of attorney or other authority (if any) under which it is signed, or a duly certified copy thereof, must be deposited at the registered office of the Company at 3 Church Street, #08-01 Samsung Hub, Singapore 049483 not later than 48 hours before the time appointed for holding the EGM.
7. A member should insert the total number of shares held. If the member has shares entered against his name in the Depository Register (as defined in Section 130A of the Companies Act, Chapter 50 of Singapore), he should insert that number of shares. If the member has shares registered in his name in the Register of Members of the Company, he should insert that number of shares. If the member has shares entered against his name in the Depository Register and shares registered in his name in the Register of Members of the Company, he should insert the aggregate number of shares. If no number is inserted, this form of proxy will be deemed to relate to all the shares held by the member of the Company.
8. The Company shall be entitled to reject the instrument appointing a proxy or proxies if it is incomplete, improperly completed or illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing a proxy or proxies. In addition, in the case of members of the Company whose shares are entered against their names in the Depository Register, the Company may reject any instrument appointing a proxy or proxies lodged if such members are not shown to have shares entered against their names in the Depository Register 48 hours before the time appointed for holding the EGM as certified by The Central Depository (Pte) Limited to the Company.
9. A Depositor shall not be regarded as a member of the Company entitled to attend the EGM and to speak and vote thereat unless his name appears on the Depository Register 48 hours before the time set for the EGM.

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