

## **ADOPTION OF ASPEN GROUP SCRIP DIVIDEND SCHEME**

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### **1. INTRODUCTION**

The Board of Directors (the "**Board**" or "**Directors**") of Aspen (Group) Holdings Limited (the "**Company**") is pleased to announce the adoption of a scrip dividend scheme which will be named the Aspen Group Scrip Dividend Scheme (the "**Scheme**"). Unless otherwise stated, all terms used herein shall bear the meanings ascribed thereto in the Statement, a copy of which is set out in the Appendix to this announcement.

### **2. RATIONALE OF THE SCHEME**

- 2.1 The Scheme, if and when applied to any particular Dividend, will allow Shareholders to elect to receive Qualifying Dividends in the form of Shares, credited as fully paid-up, instead of cash. As Shareholders will be given the choice of receiving such Dividend payment in cash or new Shares, Shareholders will thus have greater flexibility in meeting their investment objectives. It will also enable Shareholders to participate in the equity capital of the Company without having to incur costs such as brokerage fees, transaction fees or other related costs.
- 2.2 The Company will benefit from the participation by Shareholders in the Scheme, to the extent that if Shareholders elect to receive a Qualifying Dividend in the form of Shares, the cash which would otherwise be payable in respect of a Dividend may be retained in the Company and used to strengthen its working capital base and/or to fund the growth and expansion of the Company.

### **3. SUMMARY OF THE SCHEME**

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

- (a) The Scheme provides Shareholders with the option to elect to receive fully paid Shares in lieu of all and not part only of the cash amount of a Dividend declared on their holding of Shares (after the deduction of applicable income tax, if any).
- (b) All Shareholders are eligible to participate in the Scheme subject to the restrictions on Overseas Shareholders, more particularly described in the Scheme Statement, and except that participation in the Scheme shall not be available to such Shareholders or class of Shareholders as the Directors may in their absolute discretion determine, and further subject to the requirement that such participation by the Shareholder will not result in a breach of any other restriction on such Shareholder's holding of Shares which may be imposed by any statute, law or regulation in force in Singapore or any other relevant jurisdiction, as the case may be, or prescribed in the Constitution of the Company.

- (c) Shareholders may elect to participate in respect of all of their holding of Shares for any Qualifying Dividend.
- (d) The Directors may, in their absolute discretion, determine that the 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 Scheme is to apply to a particular Dividend, and in any event, by no later than the next Market Day immediately following the Books Closure Date in respect of that particular Dividend. Unless the Directors have determined that the Scheme will apply to any particular Dividend, the Dividend concerned will be paid in cash to the Shareholders in the usual manner.
- (e) Shares allotted and issued under the Scheme will rank *pari passu* in all respect with the Shares then in issue save only as regards participation in the Qualifying Dividend which is subject of the election (including the right to make any election pursuant to the Scheme) or any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneous with the payment or declaration of the Qualifying Dividend which is subject of the election, unless the Directors shall otherwise specify.
- (f) Shareholders participating in the Scheme will receive, at or about each dividend payment date, statements setting out, *inter alia*, the number of Shares allotted to them under the Scheme.
- (g) 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 as to rounding, or whereby fractional entitlements are otherwise dealt with in such manner as they may deem fit in the interests of the Company and which are acceptable to the SGX-ST.

#### 4. HOW TO PARTICIPATE

- 4.1 Participation in the Scheme is optional and not transferable.
- 4.2 A Shareholder wishing to receive Shares in respect of any Qualifying Dividend to which a notice of election ("**Notice of Election**") received by him relates should complete the Notice of Election and return it to the Company at the address indicated on the Notice of Election or, if the Shareholder is a Depositor, to CDP.
- 4.3 A Shareholder receiving two (2) 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 Notices of Election received by him and return the completed Notices of Election to the Company and/or CDP, as the case may be.
- 4.4 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.
- 4.5 Shareholders will receive the Qualifying Dividend in cash if they fail to elect to participate in the Scheme.

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

## 5. NOTE TO SHAREHOLDERS

### No known tax advantage for electing to participate in the Scheme

- (a) The Company takes no responsibility for the taxation liabilities of Participating Shareholders or the tax consequences of any election made by Shareholders. As individual circumstances and laws vary considerably, specific taxation advice should be obtained by Shareholders if required.
- (b) Without prejudice to the foregoing paragraph, as a general indication, however, it is understood that as at the date hereof, 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 Scheme.

### Participating Shareholders may receive odd lots

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

### Eligibility of Overseas Shareholders

For practical reasons and to avoid any violation of securities laws applicable in countries outside Singapore where Shareholders may have their registered addresses, the Scheme will not be offered to Overseas Shareholders, unless the Directors determine otherwise. No Overseas Shareholder shall have any claims whatsoever against the Company, the Company's share registrar, CDP or any of their respective agents as a result of the Scheme not being offered to such Overseas Shareholder.

Unless the Directors determine otherwise, Overseas Shareholders who receive or come to have in their possession the Scheme 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 Scheme as may be applicable to them.

Overseas Shareholders who wish to be eligible to participate in the Scheme should provide an address in Singapore for the service of the notices and documents by notifying the Company or, if the Overseas Shareholder is a Depositor, the CDP, not later than five (5) Market Days prior to the Book Closure Date. Depositors should note that all correspondence and notices will be sent to their last registered addresses with CDP.

### Shareholders to note obligations under the Take-over Code

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 mandatory take-over offer for the Company, if: -

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

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

## 6. APPROVALS FOR THE PURPOSES OF IMPLEMENTING THE SCHEME

### Shareholders' approval for issue of new Shares

The Constitution allows Shareholders to elect to receive Dividends in the form of new Shares, credited as fully paid-up, in lieu of cash.

Pursuant to Rule 861(1) of the SGX-ST Listing Manual Section B: Rules of Catalist ("**Listing Manual**"), an announcement must be made by an issuer if it wishes to implement a scrip dividend scheme which enables shareholders to elect to receive shares in lieu of the cash amount of any dividend. The Listing Manual does not require the adoption of the Scheme to be approved by Shareholders.

The allotment and issue of new Shares pursuant to the Scheme is subject to the approval of the Shareholders. The authority to issue new Shares under the Scheme may be in the form of specific Shareholders' approval pursuant to Section 161 of the Act or the Company may otherwise rely on a valid general mandate granted by the Shareholders to the Directors pursuant to Section 161 of the Act and Rule 806 of the Listing Manual.

### Approval for listing and quotation of new Shares on the SGX-ST

In compliance with Appendix 8E of the Listing Manual, the Company will from time to time submit an additional listing application to the SGX-ST for the admission to the Official List of the SGX-ST of such new Shares as may be issued by the Company for the purposes of, in connection with or where contemplated by the Scheme, and for the listing and quotation of such new Shares on the Catalist Board of the SGX-ST, at such time(s) as may be appropriate and determined by the Company. It should be noted that the approval of the SGX-ST should not be taken as an indication of the merits of the Scheme, the new Shares, the Company and/or its subsidiaries. The Company will announce the outcome of any such application as may be appropriate in accordance with the Listing Manual.

It should be noted that the Company is unable to represent, warrant or give any assurance that the approval for the listing and quotation of the new Shares will be granted by the SGX-ST. In such event that new Shares cannot be issued by the

Company or listed and quoted on the SGX-ST, appropriate steps will be taken by the Company for the relevant Shareholders to receive the Dividend in cash.

**BY ORDER OF THE BOARD**

Aspen (Group) Holdings Limited

Dato' Murly Manokharan  
President & Group Chief Executive Officer  
18 November 2019

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This announcement has been prepared by the Company and its contents have been reviewed by the Company's sponsor, PrimePartners Corporate Finance Pte. Ltd. (the "Sponsor") in accordance with Rules 226(2)(b) and 753(2) of the Singapore Exchange Securities Trading Limited (the "SGX-ST") Listing Manual Section B: Rules of Catalist.

This announcement has not been examined or approved by the SGX-ST. The SGX-ST assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained in this announcement.

The contact person for the Sponsor is Ms. Jennifer Tan, Associate Director, Continuing Sponsorship (Mailing Address: 16 Collyer Quay, #10-00 Income at Raffles, Singapore 049318 and E-mail: [sponsorship@ppcf.com.sg](mailto:sponsorship@ppcf.com.sg)).

# ASPEN (GROUP) HOLDINGS LIMITED

(Company Registration No. 201634750K)

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## APPENDIX – ASPEN GROUP SCRIP DIVIDEND SCHEME STATEMENT

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### 1. SCRIP DIVIDEND SCHEME STATEMENT

This Scrip Dividend Scheme Statement (the "**Statement**") contains the terms and conditions of the Aspen Group Scrip Dividend Scheme (the "**Scrip Dividend Scheme**") under which persons registered in the Register of Members of Aspen Group (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 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, if any).

The SGX-ST (as defined below) assumes no responsibility for the content of this Statement, including the accuracy or correctness of any statements or opinions made or reports contained 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 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, if any).

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

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

Shareholders may elect to participate in respect of all and not part only of their holding of Shares to which each Notice of Election (as defined below) relates in respect of any Qualifying Dividend (as defined below). 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.

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

Dividend concerned will be paid in cash to the Shareholders in the usual manner.

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

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

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

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

Participation in the Scrip Dividend Scheme is optional.

A Shareholder wishing to receive new Shares in respect of any Qualifying Dividend to which a Notice of Election received by him relates should complete the Notice of Election and return it to the Company at the address indicated on the Notice of Election or, if the Shareholder is a Depositor (as defined below), to CDP.

A Shareholder receiving more than one Notice of Election and wishing to receive new Shares in respect of all of his entitlement to the Qualifying Dividend in respect of all of his holding of Shares 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.

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 SCHEME**

#### **4.1 Establishment**

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

#### **4.2 Definition of the Scheme**

In the terms and conditions of the Scheme ("**Terms and Conditions**"), the following definitions apply throughout unless otherwise stated:

"**Act**" shall mean the Companies Act, Chapter 50 of Singapore;

"**Books Closure Date**" shall mean the date to be determined by the Directors on which the Register of Members and transfer books of the Company will be closed for the purpose of determining the entitlements of Shareholders to a Dividend;

"**CDP**" shall mean The Central Depository (Pte) Limited;

"**Constitution**" shall mean the Constitution of the Company in force from time to time;

"**Depositor**", "**Depository Agent**" and "**Depository Register**" shall have the respective meanings ascribed to them in Section 81SF of the Securities and Futures Act, Chapter 289 of Singapore;

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

"**Notice of Election**" shall have the meaning ascribed to it in paragraph 4.6 of this Statement;

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

"**Participating Shareholder**" shall have the meaning ascribed to it in paragraph 4.5 of this Statement;

"**Participating Shares**" shall have the meaning ascribed to it in paragraph 4.5 of this Statement;

"**Price Determination Period**" shall have the meaning ascribed to it in paragraph 4.8 of this Statement;

"**Qualifying Dividend**" shall mean a Dividend to which the Scrip Dividend Scheme applies, as determined by the Directors and as provided below;

"**Relevant Amount**" shall have the meaning ascribed to it in paragraph 4.8 of this Statement;

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

"**SGX-ST**" shall mean Singapore Exchange Securities Trading Limited;

"**S\$**" means Singapore dollars; and

"**Take-over Code**" shall mean the Singapore Code on Take-overs and Mergers, as amended or modified from time to time.

### **4.3 Eligibility**

All Shareholders are eligible to participate in the Scrip Dividend Scheme, subject to the restrictions on Overseas 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 absolute discretion determine, and further subject to the requirement that such participation by the Shareholder will not result in a breach of any other restriction on such Shareholder's holding of Shares which may be imposed by any statute, law or regulation in force in Singapore or any other relevant jurisdiction, as the case may be, or prescribed in the Constitution of the Company.



#### 4.4 Overseas Shareholders

For practical reasons and to avoid any violation of securities laws applicable in countries outside Singapore where Shareholders may have their registered addresses, the Scrip Dividend Scheme will not be offered to Overseas Shareholders, unless the Directors determine otherwise. No Overseas Shareholder shall have any claims whatsoever against the Company, the Company's share registrar, CDP or any of their respective agents as a result of the Scrip Dividend Scheme not being offered to such Overseas Shareholder.

Unless the Directors determine otherwise, Overseas Shareholders who receive or come to have in their possession this Statement and/or a Notice of Election may not treat the same as an invitation to them and are advised to inform themselves of, and to observe, any prohibitions and restrictions, and to comply with any applicable laws and regulations relating to the Scrip Dividend Scheme as may be applicable to them.

Overseas Shareholders who wish to be eligible to participate in the Scrip Dividend Scheme should provide an address in Singapore for the service of the notices and documents by notifying the Company or, if the Overseas Shareholder is a Depositor, the CDP, not later than five (5) Market Days prior to the Book Closure Date. Depositors should note that all correspondence 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 all and not part only of his holding of Shares as at each Books Closure Date to which each Notice of Election received by him relates for a Qualifying Dividend (the "**Participating Shares**"), except in the case of a Shareholder who is a Depository Agent or nominee company of a bank, merchant bank, stockbroker or other financial institution, holding Shares as custodian, such Depository Agent or nominee company may, at the discretion of the Directors, be allowed to make an election to participate in the Scrip Dividend Scheme in respect of part only of the Shares to which each Notice of Election received by it relates.

#### 4.6 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**"). To be effective in respect of any Qualifying Dividend, 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. A Shareholder receiving two (2) 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 the personal representative(s) of a deceased Shareholder wish(es) to participate in the Scrip Dividend Scheme in respect of any Qualifying Dividend, the relevant Notices of Election together with such evidence as may be reasonably required by the Company, or as the case may be, CDP to prove the authority of the personal representative(s) to execute such Notices of Election, must be submitted by such personal representative(s) in accordance with these Terms and Conditions.

A Notice of Election in respect of any Qualifying Dividend shall not, once it has been received by the Company or (as the case may be) CDP, be withdrawn or cancelled.

The Company is under no obligation to correct invalid Notices of Election on behalf of any Shareholder or to provide any reason for rejecting any Notice of Election.

By electing to participate in the Scrip Dividend Scheme, the Participating Shareholder unconditionally:

- (a) warrants to the Company that he has the legal right and full power and authority to participate in the Scrip Dividend Scheme and that his participation in the Scrip Dividend Scheme will not result in a breach of any law or regulation by which he is bound. For practical reasons and to avoid any violation of any law or regulation whether in Singapore or elsewhere, the Directors may in their absolute discretion decide that a Shareholder shall not be eligible to participate in the Scrip Dividend Scheme;
- (b) acknowledges that the Company may at any time determine that the Participating Shareholder's Notice of Election 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.

#### **4.7 Extent of Application of Scrip Dividend Scheme to each Dividend**

The Directors may determine, in their absolute discretion, in respect of any Dividend, 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 particular Dividend, such Dividend shall be paid in cash to Shareholders notwithstanding their elections under the Scrip Dividend Scheme.

#### **4.8 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, if any) to which such Notice of Election relates to receive Shares in lieu of all and not part only 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:

$$N = \frac{S \times D}{V} \text{ ((with no rounding at the numerator)}$$

Where:

"N" is the number of new Shares to be allotted and issued as fully paid to the Participating Shareholders in respect of such Notice of Election

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

"D" is the amount of Qualifying Dividend (after deduction of applicable income tax) to which such Notice of Election relates, expressed in Singapore dollars and fractions thereof per Share

"V" is the issue price of a Share, which shall for the purpose of calculating the number of new Shares to be allotted and issued as fully paid to Participating Shareholder, pursuant to the Scrip Dividend Scheme, be an amount in Singapore dollars determined by the Directors (the "**Relevant Amount**"), which Relevant Amount shall not be set at more than a 10% discount (or such other discount as may be permitted by the Listing Manual) to, nor shall it exceed, the average of the last dealt prices of a Share on the SGX-ST for each of the Market Days during the period commencing on the day on which the Shares are first quoted ex-dividend on the SGX-ST after the announcement of the Qualifying Dividend and ending on the Books Closure Date in respect of such Qualifying Dividend (the "**Price Determination Period**"). In the event that there is no trading in the Shares during the Price Determination Period, the Relevant Amount shall not exceed the average of the last dealt prices of 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 as to rounding, or whereby fractional entitlements are otherwise dealt with in such manner as they may deem fit in the interests of the Company and which are acceptable to the SGX-ST.

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

#### **4.9 Terms of Allotment**

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

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

#### **4.10 Statement 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 statement detailing, *inter alia*:

- (a) the number of the Participating Shares held by the Participating Shareholder as at the relevant Books Closure Date; and
- (b) the number of Shares to be allotted to the Participating Shareholder under the Scrip Dividend Scheme.

#### **4.11 Costs to the Participating Shareholders**

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

#### **4.12 Cancellation of Application of the Scrip Dividend Scheme**

Notwithstanding any provision in these Terms and Conditions, if at any time after the Directors have determined that the Scrip Dividend Scheme shall apply to any particular Dividend and before the allotment and issue of Shares in respect of that 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 such Dividend, the Directors may, at their absolute discretion and as they may deem fit in the interest of the Company and without assigning any reason therefor, cancel the application of the Scrip Dividend Scheme to the Dividend. In such event, the Dividend shall be paid in cash to Shareholders in the usual manner.

#### **4.13 Modification and Termination of the Scrip Dividend Scheme**

The Scrip Dividend Scheme may be modified 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 written approval of the SGX-ST (if required).

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

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

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

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

The Directors may implement the Scrip Dividend Scheme in the manner they deem fit.

The Directors have the power to:

- (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 unless such waiver results or gives rise or may result or may give rise to breach of any statute, law or regulation in force in Singapore or any other relevant jurisdiction or by the Constitution of the Company.

#### **4.15 Collection, Use and Disclosure of Personal Data**

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

#### **4.16 Governing Law**

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.

#### **4.17 Exclusion of Third Party Rights**

A person who is not a party to these Terms and Conditions has no right under the Contracts (Right of Third Parties) Act, Chapter 53B of Singapore to enforce against the Company any of these Terms and Conditions.

#### **4.18 Take-Over Implications**

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

- (a) he acquires, by participating in the Scrip Dividend Scheme in relation to any Qualifying Dividend, whether at one time or different times, Shares which (taken together with Shares held or acquired by him or persons acting in concert with him) carry 30% or more of the voting rights of the Company; or

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

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

## **5. SHAREHOLDERS' APPROVAL FOR ISSUANCE OF NEW SHARES**

The allotment and issue of new Shares pursuant to the Scrip Dividend Scheme is subject to the approval of the Shareholders. The authority to issue new Shares under the Scrip Dividend Scheme may be in the form of specific Shareholders' approval pursuant to Section 161 of the Act or the Company may otherwise rely on a valid general mandate granted by the Shareholders to the Directors pursuant to Section 161 of the Act and Rule 806 of the Listing Manual of the SGX-ST.

## **6. APPLICATION FOR LISTING OF NEW SHARES ON THE SGX-ST**

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

## **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 required.

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 (if any) in accordance with applicable law. Certificates of income deductions will be sent to Participating Shareholders in the usual manner.

**9. ODD LOTS**

A Participating Shareholder who elects to receive Shares in lieu of the cash amount of the Qualifying Dividend may receive such Shares in odd lots.

**10. OTHER ITEMS**

The Shares are offered on the terms and conditions set out in this Statement and the Constitution of the Company.

**11. ENQUIRIES**

Enquiries about any aspect of the Scrip Dividend Scheme should be directed to the Company's Share Registrar:

Tricor Barbinder Share Registration Services  
(a division of Tricor Singapore Pte. Ltd.)  
80 Robinson Road  
#11-02  
Singapore 068898

**12. LIABILITY OF THE COMPANY**

Notwithstanding anything herein, neither the Company nor any officer, agent or representative of the Company shall under any circumstances be liable or responsible to any Participating Shareholders for any loss, damage, cost or expense (collectively, "**Loss**") or alleged Loss in connection with or as a result, directly or indirectly, of the establishment or operation of the Scrip Dividend Scheme or participation in the Scrip Dividend Scheme, including, without limitation, any delay in allotting or issuing any Shares or applying for the listing of such Shares. 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.

**13. DIRECTORS' RESPONSIBILITY STATEMENT**

The Directors collectively and individually accept responsibility for the accuracy of the information given in this Statement and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, this Statement constitutes full and true disclosure of all material facts about the Scrip Dividend Scheme, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Statement misleading.

Where information in this Statement has been extracted from published source or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors have been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in the Statement in its proper form and context.