

DOCUMENT DATED 6 OCTOBER 2021

**THIS DOCUMENT IS ISSUED BY AVI-TECH ELECTRONICS LIMITED (THE "COMPANY"). THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.**

**IF YOU ARE IN ANY DOUBT IN RELATION TO THE CONTENTS OF THIS DOCUMENT (AS DEFINED HEREIN) OR 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 issued and fully paid ordinary shares in the capital of Avi-Tech Electronics Limited held through The Central Depository (Pte) Limited (the "CDP"), you need not forward this Document to the purchaser or transferee as arrangements will be made by CDP for a separate Document to be sent to the purchaser or transferee. If you have sold or transferred all your Shares represented by physical share certificate(s), you should immediately forward this Document, together with the Notice of Extraordinary General Meeting and the accompanying Proxy Form, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.

The Singapore Exchange Securities Trading Limited (the "SGX-ST") assumes no responsibility for the contents of this Document, including the correctness of any of the statements or opinions made or reports contained in this Document.

Terms appearing on the cover of this Document have the same meanings as defined in this Document.



**AVI-TECH ELECTRONICS LIMITED**  
(Company Registration Number 198105976H)  
(Incorporated in the Republic of Singapore)

**IN RELATION TO:**

- (1) **THE PROPOSED RESTRUCTURING EXERCISE BY WAY OF A SCHEME OF ARRANGEMENT UNDER SECTION 210 OF THE COMPANIES ACT (CHAPTER 50) OF SINGAPORE;**
- (2) **THE PROPOSED APPROVAL FOR THE ADOPTION OF THE GENERAL SHARE ISSUE MANDATE OF AVI-TECH HOLDINGS LIMITED;**
- (3) **THE PROPOSED APPROVAL FOR THE ADOPTION OF THE AVI-TECH RESTRICTED SHARE PLAN 2021 BY AVI-TECH HOLDINGS LIMITED;**
- (4) **THE PROPOSED APPROVAL TO ISSUE SHARES UNDER THE AVI-TECH RESTRICTED SHARE PLAN 2021 (FOR NON-CONTROLLING SHAREHOLDERS);**
- (5) **THE PROPOSED PARTICIPATION OF LIM ENG HONG, A CONTROLLING SHAREHOLDER, IN THE AVI-TECH RESTRICTED SHARE PLAN 2021;**
- (6) **THE PROPOSED PARTICIPATION OF LIM TAI MENG ALVIN, AN ASSOCIATE OF A CONTROLLING SHAREHOLDER, IN THE AVI-TECH RESTRICTED SHARE PLAN 2021; AND**
- (7) **THE PROPOSED RATIFICATION OF THE CONSTITUTION OF AVI-TECH HOLDINGS LIMITED**

#### **IMPORTANT DATES AND TIMES**

##### **COURT MEETING TO APPROVE THE SCHEME**

- Last date and time for lodgement of Proxy Form : 11.30 a.m. on 26 October 2021
- Last date and time to pre-register online to attend the Court Meeting : 11.00 a.m. on 25 October 2021
- Date and time of Court Meeting : 11.30 a.m. on 28 October 2021 (or as soon thereafter following the conclusion of the annual general meeting of the Company to be held at 11.00 a.m. on the same day and at the same link (or its adjournment thereof))

##### **EXTRAORDINARY GENERAL MEETING**

- Last date and time for lodgement of Proxy Form : 12.00 p.m. on 26 October 2021
- Last date and time to pre-register online to attend the Extraordinary General Meeting : 11.00 a.m. on 25 October 2021
- Date and time of Extraordinary General Meeting : 12.00 p.m. on 28 October 2021 (or as soon thereafter following the conclusion of the annual general meeting of the Company to be held at 11.00 a.m. and Court Meeting to be held at 11.30 a.m. on the same day and at the same link (or the adjournment thereof))
- Place of Court Meeting and Extraordinary General Meeting : The Court Meeting and Extraordinary General Meeting will be held by electronic means in the manner as set out in the Notice of Court Meeting and Notice of Extraordinary General Meeting.

The action to be taken by you is set out on pages 50 and 60 of this Document.

**Your attention is also drawn to the expected timetable set out on pages 9 and 10 of this Document and the notes thereunder.**

This Document, Notice of Court Meeting, Notice of EGM and the Proxy Forms have been made available on SGXNET. **No printed copies of this Document will be despatched to Shareholders. Instead, only printed copies of the Notice of Court Meeting, Notice of EGM and the Proxy Forms will be despatched to Shareholders.** Nonetheless, a limited number of this Document has been printed for Shareholders. Shareholders who wish to obtain a printed copy of this Document are to contact the Company at [ir@avi-tech.com.sg](mailto:ir@avi-tech.com.sg) and make their own arrangements to collect a copy of this Document from the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859 (subject to availability).

**Due to the current COVID-19 restriction orders in Singapore, Shareholders will not be able to attend the Court Meeting and EGM in person. Instead, alternative arrangements have been put in place to allow Shareholders to participate at the Court Meeting and EGM by (a) watching the Court Meeting and EGM proceedings via "live" audio-visual webcast or listening to the Court Meeting and EGM proceedings via "live" audio-only stream; (b) submitting questions in advance of the Court Meeting and EGM; and/or (c) voting by proxy at the Court Meeting and EGM. Please refer to paragraph 15 of this Document for further details. Shareholders should note that the Company may make further changes to its Court Meeting and EGM arrangements (including but not limited to any applicable alternative arrangements as may be prescribed or permitted (as the case may be) under the COVID-19 Act and any regulations promulgated thereunder (including the COVID-19 Order) as well as other guidelines issued by the relevant authorities) as the situation evolves. Shareholders are advised to keep abreast of any such changes as may be announced by the Company as may be made from time to time on SGXNET.**



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## DEFINITIONS

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In this Document, the following definitions apply throughout unless otherwise stated or the context otherwise requires:

- “2020 AGM”** : The annual general meeting of the Company held on 30 October 2020
- “2021 AGM”** : The upcoming annual general meeting of the Company to be held on 28 October 2021
- “ACRA”** : The Accounting and Corporate Regulatory Authority of Singapore
- “Amendment Act 2014”** : Companies (Amendment) Act 2014 (No. 36 of 2014)
- “Amendment Act 2017”** : Companies (Amendment) Act 2017 (No. 15 of 2017)
- “Announcement”** : The announcement made by the Company on 18 February 2020 on SGXNET in relation to, *inter alia*, Restructuring and the Scheme
- “Announcement Date”** : 25 June 2021, being the date of the last announcement made by the Company on SGXNET in relation to, *inter alia*, the Restructuring and the Scheme
- “Associates”** : (a) In relation to a director, chief executive officer, substantial shareholder or controlling shareholder of a company (being an individual), means:
- (i) his immediate family;
  - (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
  - (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of thirty per cent. (30%) or more; and
- (b) in relation to a substantial shareholder or a Controlling Shareholder of a company (being a company), means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of thirty per cent. (30%) or more
- “Auditors”** : The auditors of NewCo for the time being
- “Avi-Tech Holdings” or “NewCo”** : Avi-Tech Holdings Limited, incorporated in Singapore on 22 January 2020 as a private company limited by shares and thereafter converted into a public company limited by shares on 1 October 2021
- “Award”** : A contingent award of fully paid-up NewCo Shares, their equivalent cash value, or combination thereof, granted under the NewCo RSP 2021
- “Award Date”** : The date on which an Award is granted pursuant to the NewCo RSP 2021
- “Award Shares”** : The new NewCo Shares which may be allotted and issued from time to time pursuant to the vesting of the Awards

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## DEFINITIONS

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<b>“Business”</b>	:	The business of providing burn-in, manufacturing and printed circuit board assembly and engineering services carried on by the Company in Singapore as at the Latest Practicable Date
<b>“Business Day”</b>	:	A day (other than a Saturday or Sunday or public holiday) on which commercial banks are open for business in Singapore
<b>“CDP”</b>	:	The Central Depository (Pte) Limited
<b>“Code”</b>	:	The Singapore Code on Take-overs and Mergers
<b>“Committee”</b>	:	A committee of the NewCo which will comprise NewCo Directors as may be nominated by the NewCo Board to administer the NewCo RSP 2021 provided always that a NewCo Director who is a Controlling Shareholder or other persons who may be Controlling Shareholders or Associates of Controlling Shareholders shall not be eligible to be appointed to the committee
<b>“Companies Act”</b>	:	Companies Act, Chapter 50 of Singapore
<b>“Company”</b>	:	Avi-Tech Electronics Limited, a public company limited by shares incorporated in Singapore on 31 December 1981, whose Shares are listed on the Mainboard of the SGX-ST
<b>“Company Constitution”</b>	:	The existing Constitution of the Company
<b>“Company General Share Issue Mandate”</b>	:	The general mandate to give the Directors the authority to issue Shares subject to the terms contained therein, for which the Company will seek approval from Shareholders at the upcoming 2021 AGM
<b>“Conditions Precedent”</b>	:	The conditions precedent to the Restructuring and the Scheme, as set out in Appendix 6 to this Document
<b>“Control”</b>	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company
<b>“Controlling Shareholder”</b>	:	a person who:  (a) holds directly or indirectly fifteen per cent. (15%) or more of the voting power of all voting shares in the company (unless the SGX-ST determines that such a person is not a Controlling Shareholder of the company); or  (b) in fact exercises Control over a company
<b>“Court”</b>	:	The High Court of the Republic of Singapore
<b>“Court Meeting”</b>	:	The meeting of Shareholders to be convened and held under the directions of the Court at 11.30 a.m. on 28 October 2021 (or as soon thereafter following the conclusion of the 2021 AGM or the adjournment thereof), notice of which is set out on pages 175 to 179 of this Document, and any adjournment thereof
<b>“Court Order”</b>	:	The Order of Court sanctioning the Scheme under Section 210 of the Companies Act
<b>“COVID-19 Act”</b>	:	The COVID-19 (Temporary Measures) Act 2020, as amended, modified or supplemented from time to time

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- “COVID-19 Order”** : The COVID-19 (Temporary Measures) (Alternative Arrangements for Meetings for Companies, Variable Capital Companies, Business Trusts, Unit Trusts and Debenture Holders) Order 2020, as amended, modified or supplemented from time to time
- “CPF”** : The Central Provident Fund
- “Current Group”** : The Company and its subsidiary AVT Connect Pte. Ltd.
- “Depositor”** : Has the meaning ascribed to it in Section 81SF of the SFA, being an account holder or a depository agent but does not include a sub-account holder
- “Depository Register”** : Has the meaning ascribed to it in Section 81SF of the SFA, being a register maintained by CDP or any other approved depository company or corporation under the Companies Act in respect of book-entry securities
- “Directors”** or the **“Board”** : The directors of the Company or the board of directors of the Company as at the Latest Practicable Date
- “Document”** : This Document dated 6 October 2021 containing, *inter alia*, information on the Restructuring, the Scheme, the Explanatory Statement complying with the requirements of the Companies Act, the NewCo Share Issue Mandate, the notice of Court Meeting, the Notice of the EGM and Proxy Forms
- “Effective Date”** : The date on which the Scheme, if approved, becomes effective in accordance with its terms
- “EGM”** : The extraordinary general meeting of the Company to be held at 12.00 p.m. on 28 October 2021 (or as soon thereafter following the conclusion of the annual general meeting of the Company to be held at 11.00 a.m. and the Court Meeting to be held at 11.30 a.m. on the same day and at the same link (or the adjournment thereof)) to seek the approval of the Shareholders for the NewCo Share Issue Mandate Proposal, the NewCo RSP Proposal, the NewCo RSP Mandate, the participation of Lim Eng Hong (a Controlling Shareholder) in the NewCo RSP 2021, the participation of Lim Tai Meng Alvin (an Associate of a Controlling Shareholder) in the NewCo RSP 2021 and the ratification of the NewCo Constitution, notice of which is set out on pages 180 to 184 of this Document
- “Encumbrances”** : Any charge, mortgage, lien, hypothecation, judgment, encumbrance, easement, security, title retention, preferential right, trust arrangement, rights of pre-emption or any other third-party rights or interests of any nature whatsoever or other security interest
- “Entitled Shareholders”** : Shareholders who are registered as holders of Shares in the register of members of the Company and Depositors who have Shares entered against their names in the Depository Register on the Record Date
- “EPS”** : Earnings per share
- “Explanatory Statement”** : The explanatory statement required by Section 211 of the Companies Act and set out at pages 55 to 65 of this Document
- “FY”** : Financial year ended or ending, as the case may be, on 30 June

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## DEFINITIONS

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- “Governmental Agency”** : Any court of competent jurisdiction or government or governmental, semi-governmental, administrative, regulatory, fiscal or judicial agency, authority, body, commission, department, exchange, tribunal or entity in Singapore or otherwise
- “Implementation Agreement”** : The implementation agreement dated 18 February 2020, entered into between the Company and NewCo relating to, *inter alia*, the Restructuring and the Scheme
- “Latest Practicable Date”** : 1 October 2021, being the latest practicable date prior to the printing of this Document
- “Listing Manual”** : Listing Manual of the SGX-ST, as amended, modified or supplemented from time to time
- “Long-Stop Date”** : 30 June 2022 or such other date as NewCo and the Company may agree, being the last day on which the Conditions Precedent must be fulfilled, failing which the Implementation Agreement will terminate and the Scheme shall lapse
- “Mainboard”** : The Mainboard of the SGX-ST
- “Market Day”** : A day on which the SGX-ST is open for trading in securities
- “MAS”** : Monetary Authority of Singapore
- “NewCo Constitution”** : The Constitution of Avi-Tech Holdings
- “NewCo Directors” or “NewCo Board”** : The directors of NewCo as at the Latest Practicable Date, namely Mr. Khor Thiam Beng, Mr. Lim Eng Hong, Mr. Lim Tai Meng Alvin, Mr. Goh Chung Meng, and Mr. Michael Grenville Gray
- “NewCo Group”** : Avi-Tech Holdings and its subsidiaries (including the Company), collectively, upon completion of the Restructuring and the Scheme
- “NewCo RSP 2021”** : The Avi-Tech Restricted Share Plan 2021 of NewCo which has been approved by the Subscriber Shareholder on 1 October 2021, subject to the Shareholders’ approval of the Scheme being obtained at the Court Meeting, and Shareholders’ approval of the NewCo RSP Proposal being obtained at the EGM to be held after the Court Meeting and the Scheme being effective
- “NewCo RSP Mandate”** : The mandate to give the NewCo Directors the authority to issue NewCo Shares pursuant to the NewCo RSP 2021, which has been approved by the Subscriber Shareholder on 1 October 2021, subject to the Shareholders’ approval of the Scheme being obtained at the Court Meeting, and Shareholders’ approval of the NewCo RSP Proposal being obtained at the EGM to be held after the Court Meeting and the Scheme being effective
- “NewCo RSP Proposal”** : The proposed adoption of the NewCo RSP 2021
- “NewCo Share Issue Mandate”** : The general share issue mandate of NewCo, approved by Lim Eng Hong as the sole shareholder of NewCo on 1 October 2021, which grants authority to the NewCo Directors pursuant to Section 161 of the Companies Act and the Listing Manual, *inter alia*, to allot and issue NewCo Shares and/or convertible securities of NewCo pursuant to the NewCo Constitution in accordance with the terms of such mandate, subject to the Shareholders’ approval of the Scheme being obtained at the Court Meeting, the Shareholders’

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- approval of the NewCo Share Issue Mandate Proposal being obtained at the EGM and the Scheme becoming effective
- “NewCo Share Issue Mandate Proposal”** : The proposed adoption of the NewCo Share Issue Mandate
- “NewCo Shareholders”** : Persons who will be registered as holders of NewCo Shares in the register of members of NewCo following the completion of the Restructuring and the Scheme
- “NewCo Shares”** : Ordinary shares in the share capital of NewCo
- “Non-Executive Director”** : A director of NewCo and/or any of its subsidiaries, as the case may be, who does not perform an executive function
- “NTA”** : Net tangible assets
- “Overseas Shareholders”** : Shareholders whose registered addresses, as recorded in the register of members of the Company or in the Depository Register maintained by the CDP (as the case may be) for the service of notice and documents, are outside Singapore
- “Participant”** : A person who holds an Award
- “Performance-related Award”** : An Award in relation to which a Performance Condition is specified
- “Performance Condition”** : In relation to a Performance-related Award, the performance target and/or conditions specified on the Award Date in relation to that Award
- “Performance Period”** : In relation to a Performance-related Award, the period specified on the Award Date during which the Performance Condition(s) is to be satisfied
- “Proxy Form”** : The proxy form for the Court Meeting or the EGM (as the case may be), a copy of each of which is enclosed with this Document
- “Record Date”** : A date and time (before the Effective Date) to be announced by the Company, at which time the share transfer books and the register of members of the Company will be closed for the purpose of determining entitlements of Shareholders in respect of the Scheme
- “Registrar”** : The share registrar of the Company, Boardroom Corporate & Advisory Services Pte. Ltd., whose address is at 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623
- “Released”** : In relation to an Award, the release at the end of each Performance Period or Vesting Period (as the case may be) of all or some of the NewCo Shares to which that Award relates in accordance with the Rules of the NewCo RSP 2021 and, to the extent that any NewCo Shares which are the subject of the Award are not released pursuant to the Rules of the NewCo RSP 2021, the Award in relation to those NewCo Shares shall lapse, and **“Released”** shall be construed accordingly
- “Restructuring”** : The acquisition by NewCo of all the Shares in consideration of which NewCo will allot and issue to the Entitled Shareholders such number of new NewCo Shares, credited as fully paid up, on the basis of one (1) new NewCo Share for every one (1) Share held by each Entitled Shareholder on the Record Date, to be effected by



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	way of the Scheme and on the terms and conditions of the Implementation Agreement
<b>“Rules of the NewCo RSP 2021”</b>	: Rules of the NewCo RSP 2021, as set out in Appendix 4 to this Document, as modified or amended from time to time
<b>“Scheme”</b>	: The scheme of arrangement dated 6 October 2021 as set out on pages 169 to 174 of this Document, subject to any modification, addition or condition approved or imposed by the Court and agreed in writing by the Company and NewCo, proposed in accordance with Section 210 of the Companies Act
<b>“Scheme Consideration”</b>	: The consideration payable to the Entitled Shareholders for each Share acquired by NewCo pursuant to the Scheme, being one (1) new NewCo Share for each Share transferred to NewCo under the Scheme, subject to the Subscriber Shareholder Undertaking
<b>“Scheme Record Date”</b>	: The date falling on the Business Day immediately preceding the Effective Date
<b>“Securities Account”</b>	: Securities account maintained by a Depositor with CDP, but does not include a securities sub-account
<b>“SFA”</b>	: The Securities and Futures Act, Chapter 289 of Singapore, as amended or modified from time to time
<b>“SGXNET”</b>	: Singapore Exchange Network, a system network used by listed companies in sending information and announcements to the SGX-ST or any other system networks prescribed by the SGX-ST for the purpose of the SGX-ST making that information available to the market
<b>“SGX-ST”</b>	: Singapore Exchange Securities Trading Limited
<b>“SGX-ST Confirmation”</b>	: A confirmation from the SGX-ST that the Restructuring is not subject to the admission and delisting requirements under Chapter 2 and Chapter 13 of the Listing Manual, respectively
<b>“Shareholders”</b>	: Persons who are registered as holders of Shares in the register of members of the Company or who, being Depositors, have Shares entered against their names in the Depository Register
<b>“Shares”</b>	: Ordinary shares in the share capital of the Company
<b>“Singapore Dollars” or “S\$” or “\$” and “cents”</b>	: Singapore dollars and cents, respectively, being the lawful currency of the Republic of Singapore
<b>“Statutes”</b>	: The Companies Act and every other legislation for the time being in force concerning companies and affecting NewCo, including any regulations, orders and/or official directions for the time being in force, and the listing rules of the SGX-ST, provided always that a waiver granted in connection to any such law shall be treated as due compliance with such relevant law
<b>“Subscriber Shareholder”</b>	: Lim Eng Hong, the subscriber shareholder of NewCo, holding one (1) NewCo Share as at the Latest Practicable Date. The Subscriber Shareholder is a current Substantial Shareholder of the Company
<b>“Subscriber Shareholder Undertaking”</b>	: The irrevocable undertaking given by the Subscriber Shareholder to the Company and NewCo dated 1 October 2021 to, <i>inter alia</i> , vote in favour of the Scheme and any other matter necessary or

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## DEFINITIONS

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proposed to implement the Scheme at any meeting of the Shareholders held to approve the Scheme and waive his right to receive one (1) NewCo Share out of the total number of NewCo Shares to be issued to him pursuant to the Scheme

- “Subsidiaries”** : Has the meaning given to it in Section 5 of the Companies Act
- “Substantial Shareholder”** : Any person directly or indirectly holding five per cent. (5%) or more of the Shares
- “Vest”** : The entitlement to all or some of the NewCo Shares which are the subject of an Award, and **“Vesting”** and **“Vested”** shall be construed accordingly
- “Vesting Date”** : The date (as determined by the Committee and notified to the relevant Participant) on which NewCo Shares have Vested pursuant to the Rules of the NewCo RSP 2021
- “Vesting Period”** : In relation to an Award, the period, the duration of which is to be determined by the Committee on the Award Date, after the expiry of which the relevant number of NewCo Shares which are subject to the applicable period shall be Vested in the relevant Participant on the relevant Vesting Date, subject to the Rules of the NewCo RSP 2021

### **Units and Currencies**

- “%” or “per cent.”** : Percentage or per centum

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 include firms and corporations.

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

Any reference to a time of day or date in this Document shall be a reference to Singapore time or date, as the case may be, unless otherwise stated.

Any discrepancies in tables included in this Document between the sum of the figures stated and the totals thereof shown are due to rounding. Accordingly, figures shown as totals in this Document may not be an arithmetic aggregation of the figures which precede them.

The Company has engaged Lee & Lee as its legal adviser in relation to the Scheme, the NewCo Share Issue Mandate Proposal, the NewCo RSP Proposal, the NewCo RSP Mandate, the participation by a Controlling Shareholder and an Associate of a Controlling Shareholder in the NewCo RSP 2021 and the ratification of the NewCo Constitution.

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## INDICATIVE TIMETABLE

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**1. Last date and time for lodgement of Proxy Forms**

For the Court Meeting <sup>(1)(2)</sup> : 11.30 a.m. on 26 October 2021 (Tuesday)

For the EGM <sup>(1)(2)</sup> : 12.00 p.m. on 26 October 2021 (Tuesday)

**2. Last date and time to pre-register online to attend**

For the Court Meeting : 11.00 a.m. on 25 October 2021 (Monday)

For the EGM : 11.00 a.m. on 25 October 2021 (Monday)

**3. Shareholders' Meetings**

Date and time of the Court Meeting : 11.30 a.m. on 28 October 2021 (Thursday), or as soon thereafter following the conclusion of the annual general meeting of the Company to be held at 11.00 a.m. on the same day and at the same link (or the adjournment thereof)

Date and time of the EGM : 12.00 p.m. on 28 October 2021 (Thursday), or as soon thereafter following the conclusion of the annual general meeting of the Company to be held at 11.00 a.m. and the Court Meeting to be held at 11.30 a.m. on the same day and at the same link (or the adjournment thereof)

Place of the Court Meeting and the EGM : In view of the current COVID-19 situation and the COVID-19 restriction orders in Singapore (including under the COVID-19 Act), the Court Meeting and EGM will be held by electronic means via "live" audio-visual webcast and "live" audio-only stream, notice of which is set out on pages 175 to 184 of this Document.

**4. Expected date of Court hearing to sanction the Scheme** : 29 November 2021 (Monday) or earlier

**The following events are subject to the approval of the Scheme at the Court Meeting and the sanction of the Scheme by the Court:**

**5. Expected date of notice of Record Date** : 29 November 2021 (Monday)

**6. Expected Last Date for Trading of the Shares** : 3 December 2021 (Friday)

**7. Expected Record Date** : 7 December 2021 (Tuesday)

**8. Expected Scheme Record Date** : 7 December 2021 (Tuesday)

**9. Expected Effective Date** : To be announced in due course by the Company, expected to be 8 December 2021 (Wednesday)

**10. Expected Date of debiting of Shares from the Securities Accounts of Depositors** : 13 December 2021 (Monday)

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## INDICATIVE TIMETABLE

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11. **Expected date for the crediting of the Shares to NewCo** : 13 December 2021 (Monday)
12. **Expected date for the crediting of NewCo Shares into Securities Accounts of Depositors pursuant to the Scheme** : 13 December 2021 (Monday)
13. **Expected time and date for the commencement of trading of NewCo Shares on the Mainboard** : 14 December 2021 (Tuesday), 9.00 a.m.
14. **Expected date for the withdrawal of the Shares / delisting of the Company from the Mainboard** : 14 December 2021 (Tuesday)

*You should note that, save for the last date and time for lodgement of Proxy Forms and the date and time of the Court Meeting and the EGM, the above timetable is indicative only and may be subject to change. For the events listed above which are described as "expected", please refer to future announcement(s) by the Company and/or the SGX-ST for the exact dates and times of these events.*

**Notes:**

- (1) Shareholders are requested to lodge the Proxy Forms for both the Court Meeting and the EGM not less than 48 hours before the time appointed for the Court Meeting and the EGM respectively.
- (2) In view of the current COVID-19 situation, the Court Meeting and EGM will be held electronically via tele-conferencing or video-conferencing means. Shareholders will not be able to vote online at the Court Meeting and EGM, and must vote by proxy only and appoint only the Chairman of the Court Meeting and EGM to act as proxy and direct the vote at the Court Meeting and EGM. Each Shareholder (whether individual or corporate) appointing the Chairman of the Court Meeting and EGM as proxy must give specific instructions as to his manner of voting, or abstention from voting, failing which the appointment will be treated as invalid. All Shareholders are encouraged to complete, sign and submit the Proxy Forms attached to this Document in accordance with the instructions stated thereon as soon as possible and, in any event, so as to reach the Company (i) by email in Portable Document Format (PDF) format to [ir@avi-tech.com.sg](mailto:ir@avi-tech.com.sg) or (ii) by post to the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859, not less than 48 hours before the time appointed for the Court Meeting or the EGM, as relevant.

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## CORPORATE INFORMATION

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### THE COMPANY

Board of Directors	:	Khor Thiam Beng	Non-Executive Chairman and Independent Director
		Lim Eng Hong	Chief Executive Officer and Executive Director
		Lim Tai Meng Alvin	Chief Operating Officer and Executive Director
		Goh Chung Meng	Independent Director
		Michael Grenville Gray	Independent Director
Company Secretary	:	Adrian Chan Pengee	
Registered Office	:	19A Serangoon North Avenue 5 Singapore 554859	
Auditors of the Company	:	Deloitte & Touche LLP 6 Shenton Way OUE Downtown 2 #33-00 Singapore 068809 Partner-in-charge of the audit: Ong Bee Yen	
Share Registrar	:	Boardroom Corporate & Advisory Services Pte. Ltd. 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623	
Solicitors to the Company in relation to the Scheme	:	Lee & Lee 50 Raffles Place #06-00 Singapore Land Tower Singapore 048623	

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## CORPORATE INFORMATION

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### NEWCO

Board of Directors	:	Khor Thiam Beng	Non-Executive Chairman and Independent Director
		Lim Eng Hong	Chief Executive Officer and Executive Director
		Lim Tai Meng Alvin	Chief Operating Officer and Executive Director
		Goh Chung Meng	Independent Director
		Michael Grenville Gray	Independent Director
Company Secretary	:	Adrian Chan Pengee	
Registered Office	:	19A Serangoon North Avenue 5 Singapore 554859	
Auditors	:	Deloitte & Touche LLP 6 Shenton Way OUE Downtown 2 #33-00 Singapore 068809 Partner-in-charge of the audit: Ong Bee Yen	
Share Registrar	:	Boardroom Corporate & Advisory Services Pte. Ltd. 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623	

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## PRELIMINARY

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This Document has been prepared solely for the purpose of seeking Shareholders' approval for, *inter alia*, the Scheme, the NewCo Share Issue Mandate Proposal, the NewCo RSP Proposal, the NewCo RSP Mandate, the participation by Lim Eng Hong, a Controlling Shareholder and Lim Tai Meng Alvin, an Associate of a Controlling Shareholder in the NewCo RSP 2021 and the ratification of the NewCo Constitution and may not be relied upon by any person other than the Shareholders or for any other purpose.

No person has been authorised to give any information or to make any representation other than those contained in this Document in connection with the Scheme, the NewCo Share Issue Mandate Proposal, the NewCo RSP Proposal, the NewCo RSP Mandate, the participation by Lim Eng Hong, a Controlling Shareholder and Lim Tai Meng Alvin, an Associate of a Controlling Shareholder in the NewCo RSP 2021, and the NewCo Constitution and, if given or made, such information or representation must not be relied upon as having been authorised by the Company, or NewCo. Nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance, financial position or policies of the Company, NewCo and/or the NewCo Group. The delivery of this Document shall not, under any circumstance, constitute a continuing representation, or give rise to any implication or suggestion, that there has not been or there will not be any change in the affairs of the Company, NewCo and/or the NewCo Group or in the information herein since the Latest Practicable Date. Where any such changes occur after the date hereof, the Company and/or NewCo (as the case may be) may make an announcement of the same to the SGX-ST. You should take note of any such announcement and shall, upon the release of such an announcement, be deemed to have notice of such changes.

The distribution of this Document, and other relevant documents may be prohibited or restricted by law in certain jurisdictions. You are required to inform yourself of and to observe any such prohibitions and restrictions. It is your responsibility in such jurisdictions to satisfy yourself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any government, exchange control or other consents which may be required, the compliance with all necessary formalities which are required to be observed and/or payment of any issue, transfer or other taxes due in such jurisdiction.

Where the Company and/or NewCo is of the view that the distribution of this Document and/or any other relevant document to any Overseas Shareholder in any jurisdiction(s) may infringe any relevant foreign law or necessitate compliance with conditions or requirements which the Company regards as onerous or impracticable by reason of costs, delay or otherwise, the Company will not distribute this Document and other relevant documents to Shareholders with registered addresses in such jurisdiction(s). Please also refer to paragraph 13 of the Explanatory Statement titled "**Overseas Shareholders**".

This Document and/or any other related documents may not be used for the purposes of, and does not constitute, an offer, invitation or solicitation in any jurisdiction or in any circumstances in which such offer, invitation or solicitation is not authorised or to any person to whom it is unlawful to make such offer, invitation or solicitation.

You are advised to consult your stockbroker, bank manager, solicitor, accountant, tax adviser, or other professional advisers immediately if you are in any doubt as to any aspect of the Scheme, including the tax implications of approving the Scheme or the holding of NewCo Shares pursuant to the Scheme. It is emphasised that none of the Company, NewCo, or any other persons involved in the Scheme accept responsibility for any tax effects of, or such liabilities resulting from, the Scheme and/or the holding of NewCo Shares.

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

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## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

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All statements contained in this Document, including statements in announcements, press releases and oral statements, that are made or may be made by the Company or its officers, or employees acting on the Company's behalf, and/or NewCo, that are not statements of historical fact, constitute "forward-looking statements". Some of these forward-looking statements can be identified by terms such as "anticipate", "believe", "could", "estimate", "expect", "forecast", "if", "intend", "may", "plan", "possible", "probable", "project", "should", "will" and "would" or similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the Company, NewCo and the NewCo Group's expected financial position, performance, business strategy, plans and prospects are forward-looking statements.

These forward-looking statements, including (but not limited to) statements as to NewCo's and the NewCo Group's revenue and profitability, costs measures, expected industry trends, prospects, future plans, planned strategy and other matters discussed in this Document regarding matters that are not historical fact, are only predictions.

These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Company, NewCo and the NewCo Group's actual future results, performance or achievements to be materially different from any future results, performance or achievements expected in, expressed or implied by such forward-looking statements. These risks, uncertainties and other factors include matters not yet known to the Company and/or NewCo or not yet currently considered material by the Company and/or NewCo.

Given the risks and uncertainties that may cause NewCo and the NewCo Group's actual future results, performance or achievements to be materially different from those expected in, or expressed or implied by, the forward-looking statements or financial information set out in this Document, undue reliance must not be placed on them. Neither the Company, NewCo, nor any other party involved in the Scheme, represents or warrants that NewCo and/or the NewCo Group's actual future results, performance or achievements will be as discussed in those statements or financial information. NewCo's and/or the NewCo Group's actual results, performance or achievements may differ materially from those anticipated in these forward-looking statements as a result of, *inter alia*, the risks faced by them respectively.

Further, the Company, NewCo, and all parties involved in the Scheme, disclaim any responsibility to update any of those forward-looking statements or information or publicly announce any revisions to them to reflect future developments, events or circumstances for any reason, even if new information becomes available or other events occur in the future. However, the Company and NewCo are, or will be, as the case may be, subject to the relevant provisions of the SFA and the Listing Manual regarding corporate disclosure.

This Document may include market and industry data and information that have been obtained from, *inter alia*, internal studies, where appropriate, as well as publicly available information and industry publications. There can be no assurance as to the accuracy or completeness of such information. While each of the Company and NewCo has taken reasonable steps to ensure that the information is extracted accurately, the Company and NewCo have not independently verified any of the data from third party sources or ascertained the underlying bases or assumptions relied upon therein.



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## LETTER FROM THE BOARD TO THE SHAREHOLDERS

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**AVI-TECH ELECTRONICS LIMITED**  
(Company Registration Number: 198105976H)  
(Incorporated in the Republic of Singapore)

**Directors:**

Khor Thiam Beng (Non-Executive Chairman and Independent Director)  
Lim Eng Hong (Chief Executive Officer and Executive Director)  
Lim Tai Meng Alvin (Chief Operating Officer and Executive Director)  
Goh Chung Meng (Independent Director)  
Michael Grenville Gray (Independent Director)

**Registered Office:**

19A Serangoon North  
Avenue 5  
Singapore 554859

6 October 2021

To: The Shareholders of Avi-Tech Electronics Limited

Dear Sir / Madam

- (1) **THE RESTRUCTURING EXERCISE BY WAY OF A SCHEME OF ARRANGEMENT UNDER SECTION 210 OF THE COMPANIES ACT (CHAPTER 50) OF SINGAPORE;**
- (2) **THE PROPOSED APPROVAL FOR THE ADOPTION OF THE GENERAL SHARE ISSUE MANDATE OF AVI-TECH HOLDINGS LIMITED;**
- (3) **THE PROPOSED APPROVAL FOR THE ADOPTION OF THE AVI-TECH RESTRICTED SHARE PLAN 2021 BY AVI-TECH HOLDINGS LIMITED;**
- (4) **THE PROPOSED APPROVAL TO ISSUE SHARES UNDER THE AVI-TECH RESTRICTED SHARE PLAN 2021 (FOR NON-CONTROLLING SHAREHOLDERS);**
- (5) **THE PROPOSED PARTICIPATION OF LIM ENG HONG, A CONTROLLING SHAREHOLDER, IN THE AVI-TECH RESTRICTED SHARE PLAN 2021;**
- (6) **THE PROPOSED PARTICIPATION OF LIM TAI MENG ALVIN, AN ASSOCIATE OF A CONTROLLING SHAREHOLDER, IN THE AVI-TECH RESTRICTED SHARE PLAN 2021; AND**
- (7) **THE PROPOSED RATIFICATION OF THE CONSTITUTION OF AVI-TECH HOLDINGS LIMITED**

### 1. INTRODUCTION

#### 1.1 Background

On 18 February 2020, the Company announced that, *inter alia*, the Company and NewCo had entered into the Implementation Agreement to implement the Restructuring by way of the Scheme. As announced 10 September 2020 and 25 June 2021, the Implementation Agreement was supplemented to extend its Long-Stop Date.

Under the Scheme, NewCo proposes to acquire all the Shares held by the Entitled Shareholders as at the Record Date. In consideration for the transfer of the Shares held by the Entitled Shareholders to NewCo, NewCo will allot and issue to the Entitled Shareholders such number of new NewCo Shares, credited as fully paid, on the basis of one (1) new NewCo Share for every one (1) Share held by each Entitled Shareholder as at the Record Date, subject to the Subscriber Shareholder Undertaking. The terms of the Scheme are more particularly described in paragraph 3.1 of this Document.

Following the completion of the Scheme, the Company will become a wholly-owned subsidiary of NewCo and the listing status of the Company will be transferred to NewCo.

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## LETTER FROM THE BOARD TO THE SHAREHOLDERS

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The Scheme is subject to conditions precedent which must be satisfied or waived (as applicable) for the Scheme to be implemented. Details of these conditions precedent are set out in Appendix 6 to this Document.

In connection with the Scheme, the Company also proposes to seek Shareholders' approval of, *inter alia*, the NewCo Share Issue Mandate Proposal, the NewCo RSP Proposal, the NewCo RSP Mandate, the participation by a Controlling Shareholder and an Associate of a Controlling Shareholder in the NewCo RSP 2021 and the ratification of the NewCo Constitution, as more particularly described in Sections B, C and D respectively of this Document.

### 1.2 Effects of the Scheme and Listing of NewCo

Upon the Scheme becoming effective and binding in accordance with its terms, NewCo will own the entire issued share capital of the Company, and NewCo will allot and issue to the Shareholders such number of new NewCo Shares, credited as fully paid, on the basis of one (1) new NewCo Share for every one (1) Share held by each Shareholder as at the Record Date, subject to the Subscriber Shareholder Undertaking. Pursuant to the Subscriber Shareholder Undertaking, as the Subscriber Shareholder already holds one (1) NewCo Share as at the Latest Practicable Date, he has waived his right to receive one (1) NewCo Share out of the total number of NewCo Shares to be issued to him pursuant to the Scheme, such that the total number of NewCo Shares he will hold upon completion of the Restructuring shall be the same as the total number of Shares of the Company he holds as at the Latest Practicable Date.

An application was made by the Company to the SGX-ST for the listing of and quotation for all the NewCo Shares (including the existing NewCo Share and the new NewCo Shares to be allotted and issued pursuant to the Scheme and the Award Shares), on the Mainboard of the SGX-ST. As the Subscriber Shareholder has under the Subscriber Shareholder Undertaking waived his right to receive one (1) NewCo Share out of the total number of NewCo Shares to be issued to him pursuant to the Scheme, the total number of NewCo Shares that will be listed on the Mainboard of the SGX-ST will be the same number as the number of Shares of the Company listed on the Mainboard as at the Latest Practicable Date. The in-principle approval of the SGX-ST was granted on 31 March 2021, subject to certain conditions (as further described in paragraph 3.2 of the Explanatory Statement).

The in-principle approval of the SGX-ST is not an indication of the merits of the Scheme, NewCo Shares, the NewCo RSP 2021, the existing Shares, the Company and/or its subsidiary.

In addition, further to an application made by the Company to the SGX-ST on 16 August 2019, the SGX-ST had in its letter dated 21 November 2019 granted the SGX-ST Confirmation, confirming, *inter alia*, that the Restructuring is not subject to the admission and delisting requirements under Chapter 2 and Chapter 13 of the Listing Manual, respectively.

In connection with Section 309B of the Securities and Futures Act and the Securities and Futures (Capital Markets Products) Regulations 2018 (the "**Regulations**"), the Company and the NewCo have determined the classification of the NewCo Shares to be released pursuant to the Awards under the NewCo RSP 2021 as "prescribed capital markets products" (as defined in the Regulations).

### 1.3 Purpose of this Document

In connection with the foregoing, the Company is convening by electronic means the Court Meeting at 11.30 a.m. on 28 October 2021 (or as soon thereafter following the conclusion of the annual general meeting of the Company to be held at 11.00 a.m. on the same day and at the same link (or its adjournment thereof)) and the EGM at 12.00 p.m. on 28 October 2021 (or as soon thereafter following the conclusion of the annual general meeting of the Company to be held at 11.00 a.m. and Court Meeting to be held at 11.30 a.m. on the same day and at the same link (or the adjournment thereof)), to seek Shareholders' approval of the Scheme and matters in connection therewith.

The purpose of this Document is to provide Shareholders with the following:

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## LETTER FROM THE BOARD TO THE SHAREHOLDERS

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- (a) all necessary information relating to the Scheme and to seek Shareholders' approval of the Scheme at the Court Meeting, as set out in the Notice of Court Meeting on pages 175 to 179 of this Document; and
- (b) all necessary information relating to the NewCo Share Issue Mandate Proposal, the NewCo RSP Proposal, the NewCo RSP Mandate, the participation by Lim Eng Hong, a Controlling Shareholder and Lim Tai Meng Alvin, an Associate of a Controlling Shareholder in the NewCo RSP 2021 and the NewCo Constitution,

and to seek Shareholders' approval of, *inter alia*, the NewCo Share Issue Mandate Proposal, the NewCo RSP Proposal, the NewCo RSP Mandate, the participation by a Controlling Shareholder and an Associate of a Controlling Shareholder in the NewCo RSP 2021 and ratification of the NewCo Constitution at the EGM, as set out in the Notice of the EGM on pages 180 to 184 of this Document.

## 2. BACKGROUND ON THE COMPANY AND NEWCO

### 2.1. Company

The Company is a public company limited by shares, whose shares are listed on the Mainboard of the SGX-ST. The Company carries on the business of providing burn-in, manufacturing and printed circuit board assembly and engineering services. As at the Latest Practicable Date, the Company has one (1) wholly-owned subsidiary, namely AVT Connect Pte. Ltd.

As at the Latest Practicable Date, the Company has an issued and paid-up share capital of S\$30,759,000.00, comprising 171,046,041 ordinary shares (excluding treasury shares) in the capital of the Company. The Company holds 4,154,000 treasury shares as at the Latest Practicable Date, which will be cancelled prior to the Effective Date. Unless otherwise stated, all references to percentage shareholding in the issued and paid-up share capital of the Company in this Document are based on 171,046,041 Shares (excluding 4,154,000 treasury shares which will be cancelled prior to the Effective Date) in the issued share capital of the Company as at the Latest Practicable Date.

As at the Latest Practicable Date, the Board comprises the following:

- (a) Khor Thiam Beng (Non-Executive Chairman and Independent Director);
- (b) Lim Eng Hong (Chief Executive Officer and Executive Director);
- (c) Lim Tai Meng Alvin (Chief Operating Officer and Executive Director);
- (d) Goh Chung Meng (Independent Director); and
- (e) Michael Grenville Gray (Independent Director).

### 2.2. NewCo

NewCo was incorporated on 22 January 2020 as a private limited company in Singapore and was converted into a public company limited by shares on 1 October 2021. As of the Latest Practicable Date, the issued share capital of NewCo is S\$1.00 comprising one (1) ordinary share held by the Subscriber Shareholder. Upon completion of the Restructuring, the principal activity of NewCo will be that of a holding company. The Company will become a wholly-owned subsidiary of NewCo and will continue to operate its existing business.

As at the Latest Practicable Date, the NewCo Board comprises Mr. Khor Thiam Beng, Mr. Lim Eng Hong, Mr. Lim Tai Meng Alvin, Mr. Goh Chung Meng, and Mr. Michael Grenville Gray, all of whom are existing Directors. It is envisaged that Mr. Khor Thiam Beng, who is currently the Chairman of the Board, will also serve as Chairman of the NewCo Board, and Mr. Lim Eng Hong, who is currently the CEO of the Company, will also serve as CEO of NewCo.

As at the Latest Practicable Date, NewCo does not have any convertible securities.

Further information on NewCo is set out in Section D of this Document.

**A. THE SCHEME TO BE APPROVED AT THE COURT MEETING**

**3. THE RESTRUCTURING EXERCISE AND THE SCHEME**

**3.1 The Scheme**

The Scheme is proposed to all Entitled Shareholders. As at the Latest Practicable Date, the Company has an issued share capital of S\$30,759,000.00 comprising 171,046,041 ordinary shares (excluding 4,154,000 treasury shares which will be cancelled prior to the Effective Date). As at the Latest Practicable Date, NewCo does not hold, directly or indirectly, any Shares.

The Scheme will involve, *inter alia*, a transfer of all the Shares held by the Entitled Shareholders as at the Record Date to NewCo, and in consideration for the transfer of the Shares held by the Entitled Shareholders, NewCo will allot and issue to the Entitled Shareholders such number of new NewCo Shares, credited as fully paid, on the basis of one (1) new NewCo Share for every one (1) Share held by each Entitled Shareholder as at the Record Date.

**3.2 The Shares**

Pursuant to the Scheme, the Shares will be transferred by the Entitled Shareholders to NewCo (i) fully paid-up, (ii) free from all Encumbrances, and (iii) together with all rights, benefits and entitlements attaching thereto, including the right to receive and retain all rights and other distributions (if any) declared, paid or made by the Company on or after the Announcement Date, save for any dividends that may be declared, announced or paid by the Company prior to the Record Date.

For the avoidance of doubt, Shareholders will be entitled to the final dividend declared by the Company in respect of FY2021.

**3.3 NewCo Shares**

The new NewCo Shares to be allotted and issued to the Entitled Shareholders as the Scheme Consideration shall be credited as duly authorised, validly issued, fully paid up and free from Encumbrances and shall rank *pari passu* in all respects with one another as well as the one (1) existing issued NewCo Share held by the Subscriber Shareholder.

The new NewCo Shares which constitute the Scheme Consideration will be allotted and issued to the Shareholders within seven (7) business days immediately after the Effective Date.

**3.4 Subscriber Shareholder Undertaking**

As the Subscriber Shareholder holding the existing one (1) NewCo Share is also a Shareholder, the Subscriber Shareholder has given the Subscriber Shareholder Undertaking to the Company and NewCo to, *inter alia*, waive his right to receive one (1) new NewCo Share out of the total number of new NewCo Shares to be issued to the Subscriber Shareholder pursuant to the Scheme, so that the number of NewCo Shares held by the Subscriber Shareholder upon completion of the Restructuring will be the same as the number of Shares held by the Subscriber Shareholder as at the Latest Practicable Date.

Accordingly, based on the 48,194,875 Shares held by the Subscriber Shareholder as at the Latest Practicable Date, 48,194,874 new NewCo Shares will be issued to the Subscriber Shareholder pursuant to the Scheme, and the Subscriber Shareholder will hold a total of 48,194,875 NewCo Shares upon completion of the Restructuring.

Please also refer to paragraph 17 of this Document for further details on the Subscriber Shareholder's interests in the Shares as at the Latest Practicable Date.

### **3.5 Restructuring**

The Restructuring pursuant to the Scheme involves the exchange of new NewCo Shares for Shares on the basis of one (1) new NewCo Share for every one (1) Share held by each Shareholder as at the Record Date. It is purely an internal restructuring exercise undertaken by the Company and NewCo to enable a transfer of the shareholding interests of the Shareholders from an interest in the shareholding and capital of the Company to an interest in the shareholding and capital of NewCo.

As the principal asset of NewCo immediately after the completion of the Restructuring will only be the Shares, the Restructuring will not cause or result in any substantive change in the financial position of the NewCo Group compared to that of the Current Group prior to the Restructuring. In particular, the Restructuring does not involve the write-off of any debt of the Current Group, and the aggregate assets and liabilities of the NewCo Group after completion of the Restructuring will be substantially the same as that of the Current Group prior to completion of the Restructuring (other than adjustments for estimated expenses incurred for the Restructuring). For illustrative purposes only, the financial effects of the Restructuring are set out in paragraph 6 of the Explanatory Statement on pages 58 to 60 of this Document.

Upon completion of the Restructuring, there will be no substantive change to the corporate structure or business of the NewCo Group as compared to that of the Current Group, as it is intended that the Company's listing will be transferred to NewCo, and the NewCo Group will continue to own and operate the existing Business carried on by the Company prior to completion of the Restructuring.

The Restructuring will not cause or result in any substantive change in the shareholding composition or shareholding interests of the Shareholders, as the number of shareholders and shareholding composition of NewCo immediately after the completion of the Restructuring will be the same as that of the Company prior to completion of the Restructuring.

The Restructuring is to be effected by way of the Scheme pursuant to, and in compliance with, the requirements of Section 210 of the Companies Act.

### **3.6 Rationale for the Restructuring and the Scheme**

Currently, the Company is the listed vehicle carrying out the Business in Singapore.

Following the Restructuring, the Company will relinquish its status as a listed vehicle and instead become a wholly-owned operating subsidiary of NewCo, continuing to focus on the Business. The Restructuring is an internal restructuring exercise undertaken by the Company and NewCo to interpose NewCo as a new holding company between the Shareholders and the Company.

The principal business activity of NewCo upon completion of the Restructuring would be that of an investment holding company.

The Restructuring enables the establishment of a corporate structure where:

- (a) NewCo (which is an investment holding company with no business operations) becomes the listed vehicle in place of the Company and holds one hundred per cent. (100%) of the issued share capital of the Company; and
- (b) the Company ceases its function as the listed vehicle within the NewCo Group and continues as the operational company carrying out the existing Business.

The Company is of the view that the Restructuring will be able to:

- (a) achieve ease and flexibility for the NewCo Group to acquire new businesses, as well as expand and/or divest existing business segments as and when opportunities arise;
- (b) subject to compliance with the Listing Manual, allow NewCo to acquire new businesses with a different risk profile from the current businesses of the Company and operate, grow

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## LETTER FROM THE BOARD TO THE SHAREHOLDERS

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and develop such new businesses under a separate subsidiary, without affecting and/or exposing the Company's assets and current business to risks that may arise from new business lines; and

- (c) as a result of the Restructuring, by having NewCo (which is an investment holding company at the top of the group structure) as the listed entity on the SGX-ST, ring-fence the listed entity from the NewCo Group's operating entities and direct operating risks (including any possible claims, liabilities and litigation arising in connection with the NewCo Group's operations and business).

### 3.7 Future Plans for the Company and the NewCo Group

Following the completion of the Restructuring, the Company will continue to own and operate the Business. As mentioned in paragraph 3.6 of this Document, the NewCo Group intends to explore other possible acquisition opportunities as well as expand and/or divest existing business segments as and when opportunities arise.

### 3.8 No Cash Outlay

Shareholders should note that no cash outlay (including any stamp duties or brokerage expenses) will be required from the Shareholders under the Scheme.

### 3.9 Conditions Precedent

The Scheme is subject to and conditional upon the satisfaction or waiver (as the case may be) of the Conditions Precedent, as set out in Appendix 6 to this Document.

A summary of the Conditions Precedent is also set out below for reference:

- (a) **Shareholders' Approval:** the approval of the Scheme by a majority in number of Shareholders present and voting, either in person or by proxy, at the Court Meeting, such majority holding not less than three-fourths in value of the Shares held by the Shareholders present and voting either in person or by proxy at the Court Meeting, in compliance with the requirements under Section 210(3AB) of the Companies Act;
- (b) **Court Order:** the sanction of the Scheme by the Court being granted by way of the Court Order and such Court Order having become final;
- (c) **ACRA Lodgement:** the lodgement and registration of the Court Order with ACRA pursuant to Section 210(5) of the Companies Act;
- (d) **Regulatory Approvals:** prior to the first application to the Court for an order to convene the Court Meeting, the following approvals having been obtained and not having been withdrawn or revoked on or the Scheme Record Date, on terms satisfactory to the Company:
  - (i) declaration or exemption from MAS such that Subdivisions (2) and (3) of Division 1 of Part XIII of the SFA (other than Section 257 of the SFA) shall not apply to the offer of the Avi-Tech Holdings Shares made to the Shareholders pursuant to the Scheme and the Restructuring, subject to any conditions as may be imposed by the MAS;
  - (ii) confirmation from the SGX-ST that the Restructuring is not subject to the admission and delisting requirements under Chapters 2 and 13 of the Listing Manual; and
  - (iii) approval in-principle from the SGX-ST for: (aa) the Scheme; (bb) the Document; and (cc) the listing of, and quotation for, all the NewCo Shares;
- (e) **Authorisations:** in addition to the approvals mentioned in paragraph 3.9(d) above:

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## LETTER FROM THE BOARD TO THE SHAREHOLDERS

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- (i) in relation to NewCo, all consents, authorisations, waivers and approvals which are necessary or required to be obtained by NewCo (for or in respect of the Scheme and the Restructuring) under all applicable laws and regulations from any third parties or Governmental Agencies; and
- (ii) in relation to the Company, all consents, authorisations, waivers and approvals which are necessary or required to be obtained by the Company (for or in respect of the Scheme and the Restructuring) under all applicable laws and regulations from any third parties or Governmental Agencies,

(collectively, the “**Authorisations**”) having been obtained and such Authorisations not having been withdrawn or revoked (if applicable) on or before the Scheme Record Date, and if any of such Authorisations is subject to any conditions or requires any actions or obligations to be taken or performed, all such actions or obligations having been duly taken or performed on or prior to the Scheme Record Date save where the failure to obtain any such Authorisation, the withdrawal or revocation of any such Authorisation, or the failure to meet any such condition or take any such action or perform any such obligation in relation to such Authorisation would not have a material effect on NewCo or the Company;

- (f) **No Legal or Regulatory Restraint:** between the date of the Implementation Agreement and up to the Scheme Record Date, no injunction or other order, legal or regulatory restraint, prohibition or condition preventing the consummation of the Restructuring or the implementation of the Scheme (or the proposed transactions relating to the Scheme and the Restructuring) having been issued by any Governmental Agency or by any court of competent jurisdiction and remaining in effect as at the Scheme Record Date;
- (g) **No Prescribed Occurrence:** between the date of the Implementation Agreement and up to the Scheme Record Date, no Prescribed Occurrence (as set out in Appendix 7 to this Document) in relation to the Company (or where applicable, its subsidiary) or NewCo (as the case may be) having occurred other than as required or contemplated by the Implementation Agreement;
- (h) **Conversion to Public Company and New Constitution:** the conversion of NewCo into a public company limited by shares and the adoption by NewCo of new constitution in a form to be agreed between NewCo and the Company and which is in accordance with the Listing Manual;
- (i) **No Termination:** the Implementation Agreement not having been terminated pursuant to Clause 5 of the Implementation Agreement;
- (j) **Representations and Warranties of the Company:** the representations and warranties of the Company set out in the Implementation Agreement being true and correct in each case as of the date of the Implementation Agreement and as of the Scheme Record Date as though made on and as of that date except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date), and the Company shall have, as of the Scheme Record Date, performed and complied in all material respects with all covenants and agreements contained in the Implementation Agreement which are required to be performed by or complied with by it, on or prior to the Scheme Record Date;
- (k) **Representations and Warranties of NewCo:** the representations and warranties of NewCo set out in the Implementation Agreement being true and correct in each case as of the date of the Implementation Agreement and as of the Scheme Record Date as though made on and as of that date except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date), and NewCo shall have, as of the Scheme Record Date, performed and complied in all material respects with all covenants and agreements contained in the Implementation Agreement which are required to be performed by or complied with by it, on or prior to the Scheme Record Date; and

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## LETTER FROM THE BOARD TO THE SHAREHOLDERS

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- (l) **Subscriber Shareholder Undertaking:** the delivery by the Company to NewCo of the duly executed Subscriber Shareholder Undertaking.

Shareholders should refer to Appendix 6 to this Document for further details of the Conditions Precedent.

### 3.10 Regulatory Approvals

- (a) The Company had applied to the SGX-ST and the SGX-ST had, by way of a letter dated 21 November 2019, advised that the Restructuring is not subject to the admission and delisting requirements under Chapter 2 (with the exception of Part I and Part II) and Rules 1307, 1308 and 1309 of the Listing Manual.
- (b) The Company made an application to the MAS to request that the MAS grant an exemption pursuant to Section 337(1) of the SFA that, pursuant thereto, Subdivisions (2) and (3) of Division 1 of Part XIII of the SFA (other than Section 257 of the SFA) shall not apply to the offer of new NewCo Shares made to the Shareholders pursuant to the Scheme and the Restructuring. By way of the Securities and Futures (Offers of Investments) (Exemption for Avi-Tech Holdings Pte. Ltd.) Regulations 2021 which came into operation on 6 May 2021, Subdivision (2) of Division 1 of Part XIII (other than Section 257) of the SFA does not apply in relation to an offer of shares by NewCo to all the Shareholders that is made in connection with the Restructuring, subject to the following:
- (aa) the Company prepares and sends to each of its shareholders together with the notice of meeting, the circular relating to the compromise or arrangement that is required by the SGX-ST Mainboard Rules or SGX-ST (or both) to be sent to the shareholders;
- (bb) the Company prepares, and sends or disseminates to each of its shareholders, at any time before the date of the shareholders' meeting, any other document or information relating to the compromise or arrangement that is required by the SGX-ST Mainboard Rules or SGX-ST (or both) to be sent or disseminated to the shareholders; and
- (cc) the circular mentioned in sub-paragraph (aa) and (where required) the document or information mentioned in sub-paragraph (bb) provide sufficient information to the shareholder to enable the shareholder to make an informed decision on whether or not to agree to the compromise or arrangement, including —
- (i) all the information that is required to be provided to the shareholder under the SGX-ST Mainboard Rules or by SGX-ST (or both); and
- (ii) the terms of the compromise or arrangement and details of the specified restructuring exercise.
- (c) An application was made by the Company to the SGX-ST for the listing of and quotation for all the NewCo Shares (including the existing NewCo Share, the new NewCo Shares to be allotted and issued pursuant to the Scheme and the Award Shares) on the Mainboard of the SGX-ST. The in-principle approval of the SGX-ST was granted on 31 March 2021, subject to the conditions set out in paragraph 3.2 of the Explanatory Statement. The in-principle approval of the SGX-ST is not an indication of the merits of the Scheme, NewCo Shares, the NewCo RSP 2021, the existing Shares, the Company and/or its subsidiary.

As the Restructuring is a corporate restructuring implemented by way of a scheme of arrangement where there is no change in the effective control of the Company, the provisions of the Code are not applicable to the Restructuring.



### **3.11 Delisting of the Company and Listing of NewCo in its place**

If the Scheme becomes effective in accordance with its terms, NewCo will own the entire issued share capital of the Company. Consequently, the Shares will be withdrawn from the SGX-ST after completion of the Restructuring.

It is contemplated that the withdrawal of the Shares or delisting of the Company from the Mainboard of the SGX-ST will take place shortly after the Effective Date. It is also contemplated that the Company may, following its delisting from the Mainboard of the SGX-ST, convert from a public listed company to a private company.

It is intended that the existing one (1) NewCo Share and the new NewCo Shares to be issued to Entitled Shareholders (subject to the Subscriber Shareholder Undertaking) pursuant to the Scheme will be listed on the Mainboard of the SGX-ST in place of the Shares. Pursuant to the Subscriber Shareholder Undertaking, as the Subscriber Shareholder already holds one (1) NewCo Share as at the Latest Practicable Date, he has waived his right to receive one (1) NewCo Share out of the total number of NewCo Shares to be issued to him pursuant to the Scheme. Accordingly, the total number of NewCo Shares to be listed on the Mainboard of the SGX-ST shall be the same as the total number of Shares of the Company listed on the Mainboard as at the Latest Practicable Date.

Please refer to the indicative timetable contained on pages 9 and 10 of this Document for the indicative dates and times of the delisting of the Company from the Mainboard of the SGX-ST and the listing of the NewCo Shares on the Mainboard of the SGX-ST.

Please note that the dates and times set out in the indicative timetable in relation to the delisting of the Company from the Mainboard of the SGX-ST and the listing of the NewCo Shares on the Mainboard of the SGX-ST are indicative only and may be subject to change. Further announcements in relation to the delisting of the Company from the Mainboard of the SGX-ST and the listing of the NewCo Shares on the Mainboard of the SGX-ST will be made in due course by the Company and/or NewCo as and when appropriate.

### **3.12 Explanatory Statement**

An Explanatory Statement setting out the key terms of, the rationale for and the effect of the Scheme and the procedures for its implementation is set out on pages 55 to 65 of this Document. It should be read with the full text of this Document, including the Scheme as set out on pages 169 to 174 of this Document.

## **B. THE NEWCO SHARE ISSUE MANDATE PROPOSAL**

### **4. NEWCO SHARE ISSUE MANDATE**

#### **4.1. Company General Share Issue Mandate**

The Company will be seeking the renewal of the general mandate to give the Directors the authority to issue Shares in the Company, which was last approved by Shareholders at the 2020 AGM. The Company General Share Issue Mandate, if approved by Shareholders at the 2021 AGM, shall terminate upon the completion of the Restructuring pursuant to the Scheme. As at the Latest Practicable Date, it is currently not contemplated that any Shares will be issued under the Company General Share Issue Mandate prior to the completion of the Scheme.

#### **4.2. NewCo Share Issue Mandate**

The Subscriber Shareholder (in his capacity as the sole shareholder of NewCo) had, pursuant to an ordinary resolution on 1 October 2021, approved and adopted the NewCo Share Issue Mandate, conditional upon the Shareholders' approval of the Scheme being obtained at the Court Meeting, the Shareholders' approval of the NewCo Share Issue Mandate being obtained at the EGM to be held after the Court Meeting and the Scheme becoming effective. Please refer to Appendix 5 to this Document for an extract of the resolution passed by the Subscriber Shareholder in respect of the NewCo Share Issue Mandate.

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Subject to the Shareholders' approval of the Scheme being obtained at the Court Meeting, the Shareholders' approval of the NewCo Share Issue Mandate being obtained at the EGM to be held after the Court Meeting and the Scheme becoming effective, the NewCo Share Issue Mandate will take effect on the Effective Date. The NewCo Share Issue Mandate will thereafter, unless revoked or varied by NewCo Shareholders in a general meeting, continue to bind NewCo and the NewCo Shareholders until the conclusion of the next annual general meeting of NewCo or the date by which the next annual general meeting of NewCo is required by law to be held, whichever is the earlier.

### 4.3. Limits under the NewCo Share Issue Mandate

Under the NewCo Share Issue Mandate, the aggregate number of shares and convertible securities to be allotted and issued pursuant to the NewCo Share Issue Mandate must be not more than fifty per cent. (50%) of the total number of issued shares (excluding treasury shares) in the capital of NewCo with reference to the number of issued Shares (excluding treasury shares) in the capital of the Company at the time of passing of the resolution to approve the renewal of the Company General Share Issue Mandate at the 2021 AGM, of which the aggregate number of shares and convertible securities issued other than on a *pro rata* basis to NewCo Shareholders must be not more than twenty per cent. (20%) of the total number of issued NewCo Shares (excluding treasury shares) in the capital of NewCo with reference to the number of issued Shares (excluding treasury shares) in the capital of the Company at the time of passing of the resolution to approve the renewal of the Company General Share Issue Mandate at the 2021 AGM.

Under Rule 806(3) of the Listing Manual, the total number of issued shares excluding treasury shares to be used for the purposes of computing limits under a general share issue mandate under Rule 806(2) of the Listing Manual shall be based on an issuer's total number of issued shares excluding treasury shares at the time of the passing of the resolution approving the mandate, after adjusting for:

- (a) new shares arising from the conversion or exercise of convertible securities;
- (b) new shares arising from exercising share options or vesting of share awards, provided the options or awards were granted in compliance with Part VIII of Chapter 8 of the Listing Manual; and
- (c) any subsequent bonus issue, consolidation or subdivision of shares.

Adjustments in accordance with (a) or (b) are only to be made in respect of new shares arising from convertible securities, share options or share awards which were issued and outstanding or subsisting at the time of the passing of the resolution approving the mandate.

As NewCo will only have an issued share capital of S\$1.00, comprising one (1) ordinary NewCo Share, at the time of the Subscriber Shareholder passing the ordinary resolution to approve the NewCo Share Issue Mandate, the Company had made an application to the SGX-ST to seek, *inter alia*, the SGX-ST's concurrence that strict compliance with Rule 806(3) of the Listing Manual may be dispensed with and that the NewCo Share Issue Mandate may be based on the total number of issued NewCo Shares (excluding treasury shares) with reference to the number of issued Shares (excluding treasury shares) in the capital of the Company at the time of passing of the resolution to approve the renewal of the Company General Share Issue Mandate at the 2021 AGM instead.

The SGX-ST had, in its reply letter dated 31 March 2021 and confirmation dated 1 July 2021 to the Company, advised that the SGX-ST has no objection to the Company's proposals regarding the share issue mandate, subject to:

- (a) any adjustments to the NewCo Share Issue Mandate being made in compliance with Rule 806 of the Listing Manual; and
- (b) Shareholders' approval being obtained for the Restructuring and the NewCo Share Issue Mandate.

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As set out above, the aggregate number of NewCo Shares which may be issued under the NewCo Share Issue Mandate shall be adjusted to deduct such number of Shares (if any) which may be allotted and issued by the Company pursuant to the Company General Share Issue Mandate to be obtained at the 2021 AGM and prior to the Effective Date. This is to ensure that the maximum number of shares that can be issued pursuant to the Company General Share Issue Mandate and the NewCo Share Issue Mandate on a collective and aggregate basis shall not exceed the maximum number of shares that can otherwise be issued pursuant to the Company General Share Issue Mandate, if not for the Restructuring and the Scheme, the adoption of the NewCo Share Issue Mandate and the termination of the Company General Share Issue Mandate in connection therewith.

As at the Latest Practicable Date, NewCo does not have any convertible securities which are or will be in existence, or any share options or share awards which are or will be outstanding or subsisting and which NewCo is party or subject to or which is otherwise binding on NewCo, immediately after the completion of the Restructuring pursuant to the Scheme.

Save as aforesaid, the NewCo Share Issue Mandate has the same terms and conditions as the Company General Share Issue Mandate and complies with the relevant requirements of the Listing Manual and Section 161 of the Companies Act.

### **C. THE NEWCO RSP PROPOSAL**

#### **5. THE NEWCO RSP 2021**

##### **5.1. Introduction**

NewCo had, pursuant to an ordinary resolution by the Subscriber Shareholder on 1 October 2021, approved and adopted a restricted share plan, being the NewCo RSP 2021.

The adoption of the NewCo RSP 2021 is conditional upon and subject to the Shareholders' approval of the Scheme being obtained at the Court Meeting, the Shareholders' approval of the NewCo RSP Proposal being obtained at the EGM to be held after the Court Meeting and the Scheme becoming effective. If so approved, the NewCo RSP 2021 will take effect on the Effective Date. Please refer to Appendix 5 to this Document for an extract of the resolution passed by the Subscriber Shareholder in respect of the NewCo RSP 2021.

##### **5.2. Rationale for the NewCo RSP 2021**

The Avi-Tech Employee Share Option Scheme expired on 5 July 2017 and was not extended or replaced. Following its expiry, the Board had, in consultation with the Remuneration Committee of the Company, considered and weighed the benefits of implementing another employee stock option scheme against the costs and other charges to the Company of such a long-term incentive plan and has, after taking into account various factors, determined that it is more beneficial to implement an alternative long term incentive plan to promote better alignment of interests between various stakeholders and contributing to the long-term success of the future NewCo Group.

The NewCo Directors are proposing the adoption of the NewCo RSP 2021, and believe that it will serve as an incentive in retaining and motivating qualified and experienced key employees to optimise their performance standards and efficiency. It will also provide the NewCo Group with the necessary flexibility and effectiveness in its continuing efforts to reward, retain and motivate key employees to achieve superior performance. The NewCo RSP 2021 will also strengthen the NewCo Group's competitiveness in attracting and retaining talented key senior management and senior executives.

The NewCo RSP 2021 will provide incentives to high performing key employees to excel in their performance and encourage greater dedication and loyalty to the NewCo Group. Through the NewCo RSP 2021, the NewCo Group will be able to continue motivating key employees to continue to strive for the NewCo Group's long-term shareholder value. In addition, the NewCo RSP 2021 aims to continue to foster a greater ownership culture within the NewCo Group which

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more directly aligns the interests of key employees with the interests of Shareholders, and to improve performance and achieve sustainable growth for NewCo in the changing business environment.

Further, Non-Executive Directors can make significant contributions to the NewCo Group through their close working relationship with the NewCo Group even though they are not employed within the NewCo Group. As such, the inclusion of such Non-Executive Directors will enhance NewCo's flexibility and effectiveness in rewarding and giving due recognition to the significant contributions and services of these individuals to NewCo.

The NewCo RSP 2021 uses methods fairly common among major local and multinational companies to incentivise and motivate key senior management and senior executives to achieve pre-determined targets which create and enhance economic value for Shareholders. The Directors believe that the NewCo RSP 2021 will be an effective tool in motivating key senior management and senior executives to strive to deliver long-term shareholder value.

The NewCo RSP 2021 contemplates the award of fully paid NewCo Shares, when and after pre-determined performance or service conditions are accomplished. A Participant's Award under the NewCo RSP 2021 will be determined at the sole discretion of the Committee. In considering an Award to be granted to a Participant, the Committee may take into account, *inter alia*, the Participant's performance during the relevant period, his capability, entrepreneurship, scope of responsibility and skill set.

### 5.3. Objectives of the NewCo RSP 2021

The objective of the NewCo RSP 2021 is to serve as an additional motivational tool to recruit and retain talented key employees, reward the individual for the NewCo Group's and/or the individual's performance, motivate the senior executives and key senior management to strive for superior performance and to deliver long term shareholder value. In addition, the NewCo RSP 2021 will act as an enhancement of the NewCo Group's overall compensation package, strengthening the NewCo Group's ability to attract and retain high performing talent.

Awards granted under the NewCo RSP 2021 will typically vest only after the satisfactory completion of:

- (i) time-based service conditions, that is, after the Participant has served the NewCo Group for a specified number of years (time-based restricted Awards); or
- (ii) performance-based service conditions, that is, after a further period of service has elapsed beyond the performance condition completion date.

No minimum vesting period is prescribed under the NewCo RSP 2021, and the length of the vesting period(s) in respect of each Award will be determined on a case-by-case basis.

A time-based restricted Award may be granted, for example, as a supplement to the cash component of the remuneration packages of senior executives. A performance-based restricted Award may be granted, for example, with a performance condition based on the successful completion of a project, or on NewCo meeting certain specified corporate target(s), and thereafter with a further vesting period to encourage the Participant to continue serving the NewCo Group for a further period of time following completion of the project.

It is the intention of NewCo to award performance-based restricted Awards to ensure that the earning of NewCo Shares under the NewCo RSP 2021 is aligned with the pay-for-performance principle. The use of time-based restricted Awards will only be made on a case-by-case basis where the business needs justify such Awards.

### 5.4. Summary of the Rules of the NewCo RSP 2021

The Rules of the NewCo RSP 2021 in their entirety are set out in Appendix 4 to this Document. The following are summaries of the principal rules of the NewCo RSP 2021.

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(a) Eligibility

The NewCo Group employees who hold such rank as may be designated by the Committee which administers the NewCo RSP 2021 from time to time, Executive Directors, Non-Executive Directors and Independent Directors, who have attained the legal age of 21 years and are not undischarged bankrupts or have not entered into any composition with their creditors, shall be eligible to participate in the NewCo RSP 2021, except that if the Participants are also Controlling Shareholders, participation in the NewCo RSP 2021 by these Controlling Shareholders and their Associates must be approved by independent Shareholders of NewCo. For further details on the participation of Non-Executive Directors, Controlling Shareholders and their Associates, please refer to paragraph 6 below of this Document.

(b) Awards

Awards represent the right of a Participant to receive fully paid NewCo Shares, their equivalent cash value or combinations thereof, free of charge, provided that certain prescribed performance condition(s) (if any) are met and upon expiry of the prescribed vesting period (if any).

(c) Participants

The selection of a Participant and the number of NewCo Shares which are the subject of each Award to be granted to a Participant in accordance with the NewCo RSP 2021 shall be determined at the absolute discretion of the Committee, which shall take into account, *inter alia*, in the case of a NewCo Group employee, his rank and responsibilities, job performance, years of service, potential for future development, contribution to the success and development of the Group, and in the case of a Non-Executive Director, his board and board committee appointments and attendance, and his contribution to the success and development of the Group, and in the case of a performance-related Award, the extent of effort and resourcefulness required to achieve the performance condition(s) within the performance period(s).

However, if the Participant that has been selected is a Controlling Shareholder or an Associate of a Controlling Shareholder, his participation in the NewCo RSP 2021 and the actual grant of each award must also be subject to the approval of independent NewCo Shareholders.

(d) Details of Awards

The Committee shall decide, in relation to each Award to be granted to a Participant:

- (i) the Award Date;
- (ii) the number of NewCo Shares which are the subject of the Award;
- (iii) in the case of performance-related Awards:
  - (1) the prescribed performance condition(s);
  - (2) the performance period during which the prescribed performance condition(s) are to be satisfied; and
  - (3) the extent to which NewCo Shares which are the subject of that Award shall be released on the prescribed performance condition(s) being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be, at the end of the performance period;
- (iv) the prescribed vesting periods (if any) and the vesting dates (if any);

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- (v) the release schedule (if any) in such form as the Committee may approve, setting out the extent to which NewCo Shares, which are the subject of that Award, shall be released at the end of each prescribed vesting period;
- (vi) the retention period (if any) in relation to any or all of the NewCo Shares comprised in the Award; and
- (vii) any other condition which the Committee may determine in relation to that Award.

NewCo does not intend to fix the Vesting Period and the Performance Conditions under the Rules of the NewCo RSP 2021, as a broader framework will accord NewCo greater flexibility to adjust the implementation of the NewCo RSP 2021 depending on the market conditions, operations, business and employees of the NewCo Group as and when the need arises without the need and associated expense of announcing and convening separate general meetings on each occasion to seek NewCo Shareholders' prior approval. However, in the event Awards under the NewCo RSP 2021 are proposed to be granted to Controlling Shareholders or their Associates, specific prior approval of independent NewCo Shareholders in a general meeting by a separate resolution shall be sought for (1) the participation of each Controlling Shareholder or his Associate and (2) the grant of the Awards to each such Controlling Shareholder or his Associate and the allotment and issue of NewCo Shares upon the Vesting of such Awards.

(e) Timing

While the Committee has the discretion to grant Awards at any time in the year, it is currently anticipated that Awards would in general be granted once a year. An Award letter confirming the Award and specifying, *inter alia*, the vesting period and, in relation to a performance-related Award, the prescribed performance condition(s), the performance period during which the prescribed performance condition(s), will be sent to each Participant as soon as is reasonably practicable after the grant of an Award.

(f) Events Prior to Vesting

All Awards granted shall, to the extent not yet Released, immediately lapse without any claim whatsoever against NewCo:

- (i) in the event of misconduct on the part of a Participant as determined by the NewCo Committee in its discretion;
- (ii) subject to paragraph 5.4(f)(cc) below, the Participant (being a NewCo Group employee) ceasing to be in the employment of NewCo or its subsidiaries for any reason whatsoever; or
- (iii) in the event of an order being made or a resolution passed for the winding-up of NewCo on the basis, or by reason, of its insolvency.

For the purposes of paragraph 5.4(f)(ii) above, the Participant shall be deemed to have ceased to be so employed as at the date the notice of termination of employment is tendered by or is given to him, unless such notice shall be withdrawn prior to its effective date. For the avoidance of doubt, no Award shall lapse pursuant to paragraph 5.4(f)(ii) above in the event of a transfer of employment of a Participant within the NewCo Group.

If any of the following events occur, the NewCo Committee may, in its absolute discretion, preserve all or any part of any Award then held by a Participant, to the extent not yet Released, and decide as soon as reasonably practicable following the occurrence of such event either to Vest all or some of the NewCo Shares which are the subject of the Award or to preserve all or part of any Award until the end of the relevant Performance Period or Vesting Period (as the case may be) and subject to the provisions of the NewCo RSP 2021:

- (aa) the death of a Participant;

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- (bb) the bankruptcy of the Participant or the happening of any other event which results in his being deprived of the legal and/or beneficial ownership of an Award;
- (cc) the Participant (being a NewCo Group employee) ceasing to be in the employment of the NewCo Group by reason of:
  - (1) ill health, injury or disability (in each case, evidenced to the satisfaction of the NewCo Committee);
  - (2) redundancy (as defined by the NewCo Committee);
  - (3) retirement at or after the legal retirement age;
  - (4) retirement before the legal retirement age with the consent of the NewCo Committee;
  - (5) the company by which he is employed or to which he is seconded, as the case may be, ceasing to be a company within the NewCo Group or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within the NewCo Group; or
  - (6) any other reason approved in writing by the NewCo Committee;
- (dd) the Participant, being a Non-Executive Director, ceasing at any time to be a director of any company within the NewCo Group, for any reason whatsoever; or
- (ee) any other event approved by the NewCo Committee.

In exercising its discretion, the NewCo Committee will take into account all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant and in the case of a Performance-related Award, the extent to which the Performance Condition(s) have been satisfied. For the avoidance of doubt, the NewCo Committee may, in its absolute discretion, decide not to Vest any of the NewCo Shares which are the subject of the Award.

Without prejudice to Rule 6.4 of the NewCo RSP 2021, if before the vesting date, any of the following occurs:

- (A) a take-over offer for the NewCo Shares or, if such offer is conditional, becomes or is declared unconditional;
- (B) a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of NewCo or its amalgamation with another company or companies is approved by NewCo Shareholders and/or sanctioned by the Court under the Companies Act (or other applicable statute); or
- (C) the NewCo Shareholders pass a resolution for a members' solvent voluntary winding-up of NewCo (other than for amalgamation or reconstruction),

the NewCo Committee may consider, at its discretion, whether or not to vest any Award, and will take into account all circumstances on a case-by-case basis, including but not limited to, the contributions made by that Participant.

### 5.5. Size and Duration of the NewCo RSP 2021

The total number of NewCo Shares which may be delivered pursuant to Awards granted under the NewCo RSP 2021 on any date, when added to the number of NewCo Shares issued and issuable in respect of such other NewCo Shares issued and/or issuable under such other sharebased incentive schemes of NewCo, including but not limited to the NewCo RSP 2021, shall

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not exceed fifteen per cent. (15%) of the total issued share capital (excluding treasury shares and subsidiary holdings) of NewCo on the date preceding the Award Date.

Rule 845 of the Listing Manual further stipulates that the aggregate number of NewCo Shares available to eligible Controlling Shareholders and their Associates under the NewCo RSP 2021 shall not exceed twenty-five per cent. (25%) of the NewCo Shares available under the NewCo RSP 2021, and the number of NewCo Shares available to each Controlling Shareholder or his Associate shall not exceed ten per cent. (10%) of the NewCo Shares available under the NewCo RSP 2021.

NewCo also has the flexibility to deliver existing NewCo Shares to Participants upon the Vesting of their Awards as provided in the Rules of the NewCo RSP 2021. Subject to applicable laws and the rules of the Listing Manual, the number of existing NewCo Shares purchased from the market or from NewCo Shares held in treasury or purchased under any share purchase mandate which may be delivered upon the Vesting of Awards will not be subject to any limit, as such method of settlement will not involve the issuance of any new NewCo Shares.

The NewCo RSP 2021 shall continue in force at the discretion of the Committee, subject to a maximum period of ten (10) years commencing on the date on which the Scheme becomes effective in accordance with its terms, provided always that the NewCo RSP 2021 may continue beyond the above stipulated period with the approval of NewCo Shareholders in general meeting and of any relevant authorities which may then be required.

The NewCo RSP 2021 may be terminated at any time by the NewCo Committee or, at the discretion of the NewCo Committee, by resolution of NewCo in general meeting, subject to all relevant approvals which may be required and if the NewCo RSP 2021 is so terminated, no further Awards shall be granted by the NewCo Committee thereunder.

The expiry or termination of the NewCo RSP 2021 shall not affect Awards which have been granted prior to such expiry or termination, whether such Awards have been Released (whether fully or partially) or not.

### 5.6. Operation

Subject to the prevailing legislation and the rules of the Listing Manual, NewCo will have the flexibility to deliver NewCo Shares to Participants upon vesting of their Awards by way of:

- (a) an issue of new NewCo Shares; and/or
- (b) the delivery of then existing NewCo Shares (including treasury shares).

In determining whether to issue new NewCo Shares or to deliver existing NewCo Shares to Participants upon vesting of their Awards, NewCo will take into account factors such as (but not limited to) the prevailing market price of the NewCo Shares and the cost to NewCo of either issuing new NewCo Shares or delivering existing NewCo Shares (including treasury shares).

New NewCo Shares allotted and issued, and existing NewCo Shares procured by NewCo for transfer on the release of an Award shall be eligible for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing NewCo Shares, the record date for which is on or after the relevant release date, and shall in all other respects rank *pari passu* with other existing NewCo Shares then in issue.

The financial effects of the above methods are discussed in paragraph 5.13 below.

NewCo has the flexibility, and if circumstances require, to approve the release of an Award, wholly or partly in the form of cash rather than NewCo Shares. In determining whether to release an Award, wholly or partly, in the form of cash rather than NewCo Shares, the NewCo Committee will take into account factors such as (but not limited to) the cost to NewCo of releasing an Award, wholly or partly, in the form of cash rather than NewCo Shares. In considering the cost factor, the NewCo Committee will take into account relevant factors such as taxation issues arising from the



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issue of new NewCo Shares and/or purchase of existing NewCo Shares and the payment of cash, the availability of cash for payment and the cost of funding the cash payment, if necessary.

The Committee shall have the discretion to determine whether the performance condition has been satisfied (whether fully or partially) or exceeded and in making any such determination, the Committee shall have the right to make reference to the audited results of NewCo or the NewCo Group to take into such factors as the Committee may determine to be relevant, such as changes in accounting methods, taxes and extraordinary events, and further, the right to amend the performance condition(s) if the Committee decides that a changed performance condition would be a fairer measure of performance.

NewCo Shares which are the subject of a vested Award shall be released to a Participant on the release date, which shall be a Market Day falling as soon as practicable after the determination by the NewCo Committee and the relevant vesting date. On the release date, the NewCo Committee will procure the allotment and/or transfer to each Participant of the number of NewCo Shares so determined (which may, in the case of a transfer of NewCo Shares and to the extent permitted by law, include NewCo Shares held by NewCo as treasury shares).

### 5.7. Adjustment Events

If a variation in the issued ordinary share capital of NewCo (whether by way of a bonus issue or rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place:

- (a) the class and/or number of NewCo Shares which are the subject of an Award to the extent not yet vested; and/or
- (b) the class and/or number of NewCo Shares in respect of which future Awards may be granted under the NewCo RSP 2021,

may be adjusted and, if so, in such manner as the NewCo Committee may in its sole discretion determine to be appropriate. Any adjustment (except in relation to a bonus issue) shall be made upon the written confirmation of the Auditors (or, in lieu of the Auditors, other consultants acceptable to the SGX-ST) (acting only as experts and not as arbitrators), that in their opinion, such adjustment is fair and reasonable.

The following (whether singly or in combination) shall not be regarded as events requiring adjustments unless the Committee considers an adjustment appropriate:

- (a) the issue of securities as consideration for an acquisition of any assets by NewCo or in connection with a private placement of securities;
- (b) any increase in the number of issued NewCo Shares as a consequence of the exercise of options or other convertibles issued from time to time by NewCo entitling holders thereof to acquire new NewCo Shares in the capital of NewCo (including the issue and allotment of NewCo Shares pursuant to other share-based incentive schemes implemented by NewCo); or
- (c) any reduction in the number of issued NewCo Shares as a result of the cancellation of issued NewCo Shares purchased by NewCo by way of market purchase(s) of such NewCo Shares undertaken by NewCo on the SGX-ST during the period while a share purchase mandate granted by NewCo Shareholders (or any renewal thereof) is in force.

### 5.8. Modification or Alteration to the NewCo RSP 2021

The rules of the NewCo RSP 2021 may be modified or amended by resolution of the Committee from time to time subject to any necessary approvals of the SGX-ST (and any other stock exchange on which the NewCo Shares may be listed or quoted) and such other regulatory authorities as may be necessary except that:

- (a) no modification or alteration shall adversely alter the rights attached to any Award granted prior to such modification or alteration except with the consent in writing of such number

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of Participants who, if their Awards were released to them in full upon the expiry of the performance periods or, as the case may be, all the vesting periods applicable to their Awards, would become entitled to not less than three-quarters of the total number of Shares which would fall to be vested upon release of all outstanding Awards upon the expiry of the performance periods or, as the case may be, all the vesting periods applicable to all such outstanding Awards;

- (b) the definitions of “Associate”, “Committee”, “Controlling Shareholder”, “Executive Director”, “Group”, “Group Employee”, “Non-Executive Director”, “Participant”, “Performance Period” and “Vesting Period” and the provisions of certain rules shall not be altered to the advantage of Participants except with the prior approval of the Shareholders in general meeting; and
- (c) no modification or alteration shall be made without the prior approval of the SGX-ST and such other regulatory authorities as may be required.

Notwithstanding anything to the contrary contained in the paragraph above, the Committee may at any time by resolution and without any other formality (save for the prior approval of the SGX-ST when necessary) modify or amend the rules of the NewCo RSP 2021 in any way to the extent necessary to cause the NewCo RSP 2021 to comply with any statutory provision or the provisions or the regulations of any regulatory or other relevant authority or body (including the SGX-ST).

### 5.9. Disclosures in Annual Reports

The following disclosures (as applicable) will be made by NewCo in its annual report for as long as the NewCo RSP 2021 continues in operation and as from time to time required by the Listing Manual:

- (a) the names of the members of the Committee administering the NewCo RSP 2021;
- (b) in respect of the following Participants of the NewCo RSP 2021:
  - (i) Participants who are NewCo Directors;
  - (ii) Participants who are Controlling Shareholders and their Associates; and
  - (iii) Participants, other than those in sub-paragraphs (i) and (ii) above, who have received NewCo Shares pursuant to the release of Awards granted under the NewCo RSP 2021 which, in aggregate, represent five per cent. (5%) or more of the aggregate of:
    - (1) the total number of new Shares available under the Plan; and
    - (2) the total number of existing Shares delivered pursuant to Awards Released under the Plan; andthe following information:
    - (A) the name of the Participant;
    - (B) the number of new NewCo Shares issued to such Participant during the financial year under review;
    - (C) the number of existing NewCo Shares transferred to such Participant during the financial year under review;
- (c) in relation to Awards, the following particulars:
  - (i) the aggregate number of NewCo Shares comprised in Awards granted since the commencement of the NewCo RSP 2021 to the end of the financial year under review;

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(ii) the aggregate number of NewCo Shares comprised in Awards which have been released and/or vested during the financial year under review and in respect of such Awards, the proportion of:

- (1) new NewCo Shares issued; and
- (2) existing NewCo Shares transferred and, where existing NewCo Shares were purchased for delivery, the range of prices at which such NewCo Shares have been purchased,

upon the release of the Awards granted under the NewCo RSP 2021; and

(d) the aggregate number of Shares comprised in Awards granted under the NewCo RSP 2021 which have not been released as at the end of the financial year under review; and

(e) such other information as may be required by the Listing Manual or the Companies Act.

If any of the above is not applicable, an appropriate negative statement shall be included therein.

### 5.10. NewCo RSP Mandate

The Subscriber Shareholder (in his capacity as the sole shareholder of NewCo) had, pursuant to an ordinary resolution on 1 October 2021, approved and adopted the NewCo RSP Mandate, conditional upon the Shareholders' approval of the Scheme being obtained at the Court Meeting, the Shareholders' approval of the NewCo RSP Proposal being obtained at the EGM to be held after the Court Meeting and the Scheme becoming effective. Please refer to Appendix 5 to this Document for an extract of the resolution passed by the Subscriber Shareholder in respect of the NewCo RSP Mandate.

Subject to the Shareholders' approval of the Scheme being obtained at the Court Meeting, the Shareholders' approval of the NewCo RSP Proposal and the NewCo RSP Mandate being obtained at the EGM to be held after the Court Meeting and the Scheme becoming effective, the NewCo RSP Mandate will take effect on the Effective Date. The NewCo RSP Mandate will thereafter, unless revoked or varied by NewCo Shareholders in a general meeting, continue to bind NewCo and the NewCo Shareholders until the conclusion of the next annual general meeting of NewCo. By the Shareholders (a) approving the Scheme at the Court Meeting, (b) approving the NewCo RSP Proposal at the EGM and (c) approving the NewCo RSP Mandate at the EGM, the Shareholders, once they become NewCo Shareholders, will be subject to the NewCo RSP Mandate.

### 5.11. Administration of the NewCo RSP 2021

The NewCo RSP 2021 shall be administered by the Committee which will comprise NewCo Directors as may be nominated by the NewCo Board provided always that a NewCo Director who is a Controlling Shareholder or other persons who may be Controlling Shareholders or Associates of Controlling Shareholders shall not be eligible to be appointed to the Committee. Further, it is envisaged that, for consistency with the current policy of the Company, the NewCo RSP 2021 will be administered by the remuneration committee of NewCo.

The Committee shall administer the NewCo RSP 2021 in its absolute discretion with such powers and duties as are conferred on it by the NewCo Board from time to time provided that no member of the Committee shall participate in any deliberation or decision in respect of an Award granted or to be granted to him.

The Committee shall have the power, from time to time, to make and vary such rules and regulations or impose terms and conditions necessary, desirable or expedient for the implementation and administration of the NewCo RSP 2021 as it may think fit.

Any decision or determination of the Committee made pursuant to any provision of the NewCo RSP 2021 (other than a matter to be certified by the auditors of NewCo), shall be final, binding

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and conclusive (including any decisions pertaining to disputes as to interpretation of the NewCo RSP 2021 or any rule, regulation or procedure thereunder or as to any rights under the NewCo RSP 2021).

### 5.12. Taxes, Costs and Expenses

All taxes (including income tax, if applicable) arising from the grant, vesting and/or release of any Awards granted to any Participant under the NewCo RSP 2021 shall be borne by that Participant.

Each Participant shall be responsible for all fees of CDP relating to or in connection with the issue and allotment or transfer of any NewCo Shares pursuant to the release of any Award in CDP's name, the deposit of share certificate(s) with CDP, the Participant's securities account with CDP, or the sub-account with a CDP Depository Agent or CPF investment account with a CPF agent bank.

Save for the above, all other fees, costs and expenses incurred by NewCo in relation to the NewCo RSP 2021 shall be borne by NewCo.

### 5.13. Financial Effects

The following sets out the financial effects of the NewCo RSP 2021:

(a) Share Capital

The NewCo RSP 2021 will result in an increase in NewCo's issued shares only where new NewCo Shares are issued to Participants. The number of new NewCo Shares issued will depend on, *inter alia*, the size of the Awards granted under the NewCo RSP 2021. In any case, the NewCo RSP 2021 provides that the total number of new NewCo Shares to be issued will be subject to the maximum limit of fifteen per cent. (15%) of the issued NewCo Shares (excluding treasury shares and subsidiary holdings) preceding the date of grant of the relevant Award. If, instead of issuing new NewCo Shares to Participants, existing NewCo Shares are purchased for delivery to Participants or NewCo pays the equivalent cash value, the NewCo RSP 2021 will have no impact on NewCo's issued ordinary share capital.

(b) NTA

As described below in the paragraph on EPS, the NewCo RSP 2021 is likely to result in a charge to NewCo's profit and loss account over the period from the grant date to the vesting date of the Awards. The amount of the charge will be computed in accordance with the modified grant date method under the Singapore Financial Reporting Standard (International) 102 on Share-based Payment ("**SFRS(I) 102**"). If new NewCo Shares are issued under the NewCo RSP 2021, there would be no effect on the NTA. However, if instead of issuing new NewCo Shares to Participants, existing NewCo Shares are delivered to Participants or NewCo pays the equivalent cash value, the NTA would decrease by the cost of the existing NewCo Shares delivered or the cash payment, respectively.

Nonetheless, it should be noted that the delivery of NewCo Shares to Participants under the NewCo RSP 2021 will generally be contingent upon the Participants meeting prescribed performance conditions.

(c) EPS

The NewCo RSP 2021 is likely to result in a change to earnings over the period from the grant date to the vesting date, computed in accordance with the modified grant date method under SFRS(I) 102. Nonetheless, it should again be noted that the delivery of NewCo Shares to Participants of the NewCo RSP 2021 will generally be contingent upon the Participants meeting prescribed performance conditions.

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(d) Dilutive Impact

It is expected that the dilutive impact of the NewCo RSP 2021 on the NTA per NewCo Share and EPS will not be significant.

(e) Cost of Award

As Participants are not required to pay for the grant of Awards, such grant of Awards will have a financial effect on NewCo. The SFRS(I) 102 requires the recognition of an expense in respect of Awards granted under the NewCo RSP 2021. The expense will be based on the fair value of the Awards at each grant date and recognised at each financial reporting date of NewCo. However, if the Awards do not vest because of failure to satisfy a service or performance condition, the expense previously charged to the profit and loss account is reversed.

### 6. PARTICIPATION IN THE NEWCO RSP 2021

#### 6.1. Participation by Controlling Shareholders and their Associates

One of the objectives of the proposed NewCo RSP 2021 is to motivate employees of NewCo (including the NewCo Directors and the NewCo Group employees) to optimise their performance standards and efficiency as well as to reward them for their significant contributions to NewCo. Due to the importance of these employees to NewCo, these employees who are also Controlling Shareholders and their Associates shall be treated equally. NewCo is of the view that all deserving and eligible participants (regardless of whether they are Controlling Shareholders or Associates) should be equally entitled to take part in and benefit from a fair and equitable system of remuneration.

The terms of the proposed NewCo RSP 2021 do not differentiate between the Controlling Shareholders and their Associates from other key employees in determining the eligibility of such persons to be granted Awards. As the terms of the proposed NewCo RSP 2021 do not unduly favour Controlling Shareholders and their Associates, the Controlling Shareholders and their Associates should not be excluded from participating in the proposed NewCo RSP 2021 for the sole reason that they are Controlling Shareholders or Associates of the Controlling Shareholders. In addition, to deny participation by the Controlling Shareholder or their Associates may serve to demotivate them and undermine the objectives of the proposed NewCo RSP 2021.

The Controlling Shareholders and their Associates as set out below will be part of the key management of the NewCo Group, responsible for the management and growth of the NewCo Group. NewCo believes that these Controlling Shareholders and their Associates have made invaluable contributions to NewCo and will continue to make invaluable contributions to the NewCo Group. While NewCo is of the view that the existing remuneration of the Controlling Shareholders and Associates are not insufficient, NewCo is proposing that approval be given for their participation in the proposed NewCo RSP 2021 so as to spur them on to further optimise their performance standards and efficiency as well as to reward them for their significant contributions to the NewCo Group.

As of the date of this Document, subject to the Shareholders' approval, Mr. Lim Eng Hong, a Controlling Shareholder, and Mr. Lim Tai Meng Alvin, an Associate of Mr. Lim Eng Hong, would be eligible for participation in the NewCo RSP 2021. Please refer to Appendix 5 to this Document for the extracts of the resolutions passed by the Subscriber Shareholder in respect of the Participation by a Controlling Shareholder and an Associate of a Controlling Shareholder in the NewCo RSP 2021. The rationale for their participation is as set out in paragraph 6.3 below.

In terms of the basis for determining the quantum of grant to each Controlling Shareholder and/or Associate, factors as stated in the respective rules of the NewCo RSP 2021 will be taken into account.

#### 6.2. Safeguards

As a safeguard against abuse, the specific approval of the independent Shareholders is required

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for the grant of Awards to Controlling Shareholders and their Associates as well as the actual number of and terms of such Awards.

### **6.3. Participation of Lim Eng Hong, a Controlling Shareholder, and Lim Tai Meng Alvin, an Associate of a Controlling Shareholder, in the NewCo RSP 2021**

Mr. Lim Eng Hong holds directly and indirectly more than fifteen per cent. (15%) of the Company's shareholding (directly or indirectly) and will, pursuant to the Scheme, hold an aggregate of more than fifteen per cent. (15%) of NewCo's shareholding.

Mr. Lim Eng Hong is the Chief Executive Officer of the Company. He is the founder of the Company and is the main driving force behind the growth and business expansion of the Company and its subsidiary. Following completion of the Scheme, he will undertake the same role and will continue to oversee the overall business activities of the NewCo Group.

His son, Mr. Lim Tai Meng Alvin, is the Chief Operating Officer of the Company and is responsible for overseeing the Company's operations for its burn-in services, manufacturing and printed board assembly services, and engineering services business segments. He will undertake the same role in NewCo following the completion of the Scheme.

NewCo believes that they have the potential and ability to contribute to the further success of the NewCo Group. As such, by allowing them to participate in the NewCo RSP 2021, NewCo will have an additional tool to craft a more balanced and innovative remuneration package that will link their total remuneration to the performance of the NewCo Group.

The participation by Mr. Lim Eng Hong and Mr. Lim Tai Meng Alvin in the NewCo RSP 2021 is subject to the Shareholders' approval of the Scheme being obtained at the Court Meeting, the Shareholder's approval of the NewCo RSP Proposal being obtained at the EGM to be held after the Court Meeting and the Scheme becoming effective.

Pursuant to the Listing Manual, any specific grant of Awards to Mr. Lim Eng Hong, Mr. Lim Tai Meng Alvin or any other Controlling Shareholders and/or their Associates will have to be by way of separate resolutions approved by independent NewCo Shareholders in a general meeting. Clear justification or rationale for participation and the specific grants to be made shall be disclosed in the circular seeking such approval. Details of the number of Awards granted and the number of NewCo Shares Vested and released will be disclosed in the annual report of NewCo.

### **6.4. Participation in the NewCo RSP 2021 by the Non-Executive Directors**

While the proposed NewCo RSP 2021 is primarily intended to cater to employees of the NewCo Group, it should also be recognised that there are other persons who make and can make significant contributions to the NewCo Group even though they are not employed within the NewCo Group. These may include the Non-Executive Directors who are from different professions and commercial backgrounds, bringing to the NewCo Group their wealth of knowledge, business expertise and contacts within the business community. They play an important role in helping the NewCo Group shape its business and growth strategies by allowing the NewCo Group to draw on their diverse backgrounds and experiences. It is crucial for the NewCo Group to attract and retain these Non-Executive Directors by allowing them to participate in the proposed NewCo RSP 2021. This allows NewCo to give recognition to their services and contributions and to further align their interests with that of the NewCo Group.

NewCo is of the view that including the Non-Executive Directors in the proposed NewCo RSP 2021 will enable Awards to be granted to Non-Executive Directors as part of their remuneration in respect of their office as such in lieu of cash or, where the Committee deems appropriate, to give recognition to the contributions made or to be made by such Non-Executive Directors to the success of the NewCo Group.

However, NewCo recognises that their services and contributions cannot be measured in the same way as the full-time employees of the Group. As such, the bulk of the Awards will be granted to the full-time employees of the NewCo Group and any Awards given to the Non-Executive Directors will be at the discretion of the Committee.

The Committee when deciding on the selection of the Non-Executive Directors to participate in the proposed NewCo RSP 2021 and the number of Shares comprised in each Award, will take into consideration non-financial performance criteria such as the nature and extent of their input, assistance and expertise rendered to the boards on which they sit and impact thereof on the growth, success and development of the NewCo Group as well as their years of service and extent of involvement and commitment to the boards on which they sit.

NewCo is of the view that the grant of Awards to Non-Executive Directors will not compromise their independence status as it is envisaged that the number of Awards to be granted to Non-Executive Directors will be relatively modest. The Committee may also decide in its absolute discretion whether any grant of Awards shall be made to the Non-Executive Directors under the NewCo RSP 2021 in any financial year.

**D. NEWCO**

**7. INTRODUCTION**

As mentioned in paragraph 3.5 of this Document, the Restructuring is purely an internal restructuring exercise undertaken by the Company and NewCo to enable a transfer of the shareholding interests of the Entitled Shareholders in the Company to shareholding interests in NewCo.

Under the Restructuring, NewCo is contemplated to be the listed entity and the holding company of the Group in place of the Company following the completion of the Restructuring.

In line with that role, NewCo has or will (as the case may be), *inter alia*:

- (a) adopt or approve a corporate structure (including the appointment and composition of its board of directors, and board committees including the audit and risk committee, the nominating committee and the remuneration committee and the appointment of the NewCo Group Chief Executive Officer and Chief Financial Officer);
- (b) adopt or approve a share capital structure; and
- (c) adopt, approve or pass corporate documents and/or resolutions,

which is or are substantially the same as the current corporate structure, share capital structure, constitutive documents, corporate documents and/or resolutions of the Company, and which will enable or allow NewCo to operate under substantially the same constitutive or corporate framework after the completion of the Restructuring, as the constitutive or corporate framework that the Company is currently operating under.

**8. CORPORATE INFORMATION**

**8.1. Directors of NewCo**

As at the Latest Practicable Date, all the Directors of the Company are also NewCo Directors. The NewCo Directors are Mr. Khor Thiam Beng, Mr. Lim Eng Hong, Mr. Lim Tai Meng Alvin, Mr. Goh Chung Meng and Mr. Michael Grenville Gray. The NewCo Directors are appointed on the board of directors of NewCo on the same terms as such Directors are appointed on the Board. As at the Latest Practicable Date, save for the NewCo Directors, it is envisaged that there will be no additional directors appointed to the NewCo Board.

**8.2. The Board Committees of NewCo**

The members of the respective board committees of NewCo are as follows:

**Audit and Risk Committee**

Mr. Michael Grenville Gray (Chairman)

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Mr. Khor Thiam Beng  
Mr. Goh Chung Meng

### **Nominating Committee**

Mr. Goh Chung Meng (Chairman)  
Mr. Khor Thiam Beng  
Mr. Michael Grenville Gray

### **Remuneration Committee**

Mr. Goh Chung Meng (Chairman)  
Mr. Khor Thiam Beng  
Mr. Michael Grenville Gray

The terms of reference of the Audit and Risk Committee, Nominating Committee and Remuneration Committee of NewCo will be the same as those adopted by the respective board committees of the Company.

### **8.3. Principal activities of NewCo**

NewCo was incorporated on 22 January 2020 as a private limited company in Singapore and was converted into a public company limited by shares on 1 October 2021. As of the Latest Practicable Date, the issued share capital of NewCo is S\$1.00 comprising one (1) ordinary share held by the Subscriber Shareholder. Subject to the completion of the Restructuring, the number of issued NewCo Shares will be increased by the number of new NewCo Shares issued pursuant to the Restructuring, details of which are set out in paragraph 3 of this Document. As at the Latest Practicable Date, no person has been given an option or right to subscribe for any shares in, or debentures of, NewCo.

As at the Latest Practicable Date, NewCo has not undertaken any business activities. The principal business activities of NewCo upon completion of the Restructuring would be that of investment holding.

### **8.4. Share Capital of NewCo**

**Number and Class of Shares.** As at the Latest Practicable Date, NewCo has only one (1) class of shares, being ordinary shares. The issued share capital of NewCo as at the Latest Practicable Date is as follows:

	<b>No. of NewCo Shares</b>	<b>Issued share capital (S\$)</b>
Issued and fully paid-up share capital	1	1.00

**Issue of Shares.** Since 22 January 2020 (being the date of incorporation of NewCo) to the Latest Practicable Date, other than the one (1) NewCo Share issued and currently held by the Subscriber Shareholder, NewCo has not issued any new NewCo Shares.

**Convertible Instruments.** As at the Latest Practicable Date, there are no outstanding instruments convertible into, rights to subscribe for, or options in respect of, NewCo Shares which carry voting rights affecting the issued NewCo Shares.

**Treasury Shares.** As at the Latest Practicable Date, NewCo does not have any treasury shares.

### **8.5. Disclosure of Interests**

#### **Interests of Directors and Substantial Shareholders in the one (1) issued NewCo Share**

As at the Latest Practicable Date, there is one (1) issued NewCo Share in the share capital of NewCo. The Subscriber Shareholder, Mr. Lim Eng Hong, is the subscriber of the one (1) NewCo Share.



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As at the Latest Practicable Date, save as disclosed in this Document, none of the Directors or Substantial Shareholders has any direct or indirect interests in the one (1) NewCo Share.

### 8.6. Material Contracts

Save as disclosed in this Document and save for the contracts, agreements or arrangements entered into with third parties in relation to the opening of bank and securities accounts, the engaging of professional services and similar matters, NewCo has not entered into any other material contract, agreement or arrangement with any third party since 22 January 2020 (being the date of incorporation of NewCo) and the NewCo Directors are not aware of any event which has occurred since such date up to the Latest Practicable Date which may have a material adverse effect on the financial position of the NewCo Group.

### 8.7. Material Litigation

As at the Latest Practicable Date:

- (a) NewCo is not engaged in any material litigation or arbitration proceedings, as plaintiff or defendant, which might materially and adversely affect the financial position of NewCo; and
- (b) the NewCo Directors are not aware of any litigation, claim or proceeding pending or threatened against NewCo or of any fact likely to give rise to any proceeding which might materially and adversely affect the financial position of NewCo.

## 9. CONSTITUTIVE AND CORPORATE DOCUMENTS AND/OR RESOLUTIONS OF NEWCO

### 9.1. Introduction

Salient details of the NewCo Constitution and the NewCo Share Issue Mandate adopted, approved or passed by NewCo as at the Latest Practicable Date or to be adopted, approved or passed by NewCo are set out below.

By approving the Scheme at the Court Meeting and becoming NewCo Shareholders, Shareholders will be subject to the NewCo Constitution, which has been adopted and approved by the Subscriber Shareholder and details of which are set out in paragraph 9.2 of this Document.

### 9.2. NewCo Constitution

The NewCo Constitution, which was adopted pursuant to a shareholders' resolution approved by the Subscriber Shareholder by way of a special resolution passed on 1 October 2021 complies with the relevant requirements of the Listing Manual for constitutions of listed issuers.

The NewCo Constitution has been updated from the existing Company Constitution in order to take into account changes to the Companies Act and the Listing Manual for the purposes of clarity and good order. In view of the numerous changes which would have to be made to the existing Company Constitution (which was last amended on 12 May 2015) due to changes to the Companies Act and the Listing Manual, NewCo has adopted a new Constitution instead of adopting an amended version of the existing Company Constitution. Notwithstanding that the NewCo Constitution has been adopted and approved by the Subscriber Shareholder, it is proposed that the NewCo Constitution be ratified by Shareholders at the EGM.

A summary of the material differences between the existing Company Constitution and the NewCo Constitution are as set out below:

#### Changes due to the Amendment Act 2014 and the Amendment Act 2017

- (a) Regulation 1 of the NewCo Constitution (Article 1 of Company Constitution)

Article 1 of the Company Constitution, which provided that the "regulations in Table A in

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the Fourth Schedule to the Act shall not apply to the Company except so far as the same are repeated or contained in these Articles” has been amended to state that the Companies (Model Constitutions) Regulations 2015 shall not apply to NewCo except so far as the same are repeated or contained in the NewCo Constitution. This is in line with the repealing of Table A following the Amendment Act 2014, and the subsequent enactment of the Companies (Model Constitutions) Regulations 2015.

(b) Regulation 2 of the NewCo Constitution (Article 2 of Company Constitution)

The interpretation section under Regulation 2 includes the following additional or revised provisions:

- (i) New definition of “Constitution” to refer, *inter alia*, to the constitution for the time being in force. This aligns the terminology used in the NewCo Constitution with the Companies Act, as amended by the Amendment Act 2014. In particular, new Section 4(13) of the Companies Act collectively deems the memorandum and articles of association of a company prior to 3 January 2016 (being the date on which Section 4(13) came into effect) to be the company’s constitution;
- (ii) New definition of “Chief Executive Officer” to ensure consistency with the new terminology used in the Companies Act as amended by the Amendment Act 2014;
- (iii) New definitions of “Depositor”, “Depository” and “Depository Agent” and “Depository Register” to have the meanings ascribed to them respectively in the SFA as the provisions in relation to Central Depository System in the Companies Act have migrated to the SFA;
- (iv) New definition of “Regulations” as the regulations of NewCo contained in the NewCo Constitution for the time being in force. This will effectively replace the provision in the Company Constitution which defines “Articles”. This will ensure consistency with the new terminology used in the Companies Act as amended by the Amendment Act 2014;
- (v) New definitions of “Registered Address” and “Address” to make it clear that these expressions mean, in relation to any Member, his physical address for the service or delivery of notices or documents personally or by post as appearing in the Register of Members or the Depository Register (as the case may be), except where otherwise expressly provided in the NewCo Constitution;
- (vi) New paragraph stating that the expressions “current address”, “electronic communication” and “relevant intermediary” shall have the meanings ascribed to them respectively in the Companies Act, in view of the introduction of new provisions facilitating electronic communication and multiple proxies regime in the Companies Act; and
- (vii) Revised definition of “writing” to clarify that the term “writing” includes modes of representing or reproducing words, symbols or other information which may be displayed in a visible form, whether in a physical document or in an electronic communication or form or otherwise howsoever.

(c) Regulation 4 of the NewCo Constitution (Article 3 of the Company Constitution)

Regulation 4(2) is a new provision which relates to the issuance of shares for no consideration. This is in line with the new Section 68 of the Companies Act, which clarifies that a company having a share capital may issue shares for which no consideration is payable to the issuing company.

Regulation 4(3) is a new provision which provides that NewCo may pay interest on share capital (except treasury shares) and charge the same to capital where shares are issued to defray expenses on, amongst others, construction works. This is consistent with

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Section 78 of the Companies Act.

The new Section 67 of the Companies Act allows a company to use its share capital to pay any expenses incurred directly in the issue of new shares. The new provision reflects the commercial reality that it is normal for a company to use the amount raised from its share capital for its business needs. Accordingly, it is proposed that the new Regulation 4(5) be inserted to reflect that any expenses incurred by NewCo in the issue of new shares may be paid out of its share capital and to clarify that such payment will not be taken as a reduction of NewCo's share capital.

(d) Regulation 51 of the NewCo Constitution (Article 49 of Company Constitution)

Article 49 of the Company Constitution is revised in light of the new provisions in the Companies Act. Regulation 51(4), a new provision, empowers NewCo, by ordinary resolution, to convert its share capital or any class of shares from one currency to another currency. This is in line with the new Section 73 of the Companies Act, which sets out the procedure for such re-denominations. NewCo is also empowered, by special resolution, subject to and in accordance with the Statutes (and to the extent permitted under the rules of the Listing Manual for so long as the shares of NewCo are listed on the SGX-ST), to convert one class of shares into another class of shares. This is in line with the new Section 74A of the Companies Act, which sets out the procedure for such conversions, and with an additional safeguard of being subject to the listing rules.

(e) Regulation 57 of the NewCo Constitution has been inserted

The new Section 74A of the Companies Act authorises a company to convert a class of shares into another class of shares, subject to certain safeguards. It is proposed that the new Regulation 57 be inserted to authorise NewCo to convert one class of shares into another class of shares.

(f) Regulation 58 of the NewCo Constitution (Article 54 of Company Constitution)

Article 54 of the Company Constitution, which relates to the time-frame for the holding of annual general meetings, has been revised to provide, *inter alia*, that save as otherwise permitted under the Companies Act and/or the rules of the Listing Manual (so long as the shares of NewCo are listed on the SGX-ST), a general meeting shall be held (a) within four (4) months after the end of each financial year of NewCo while it is listed on the SGX-ST, or (b) within six (6) months after the end of each financial year in the case that NewCo ceases to be listed on the SGX-ST. This is in line with Section 175 of the Companies Act, as amended pursuant to the Amendment Act 2017, and with Rule 707(1) of the Listing Manual, which provides that an issuer must hold its annual general meeting within four months from the end of its financial year.

(g) Regulation 63 of the NewCo Constitution (Article 59 of Company Constitution)

The Amendment Act 2014 has removed the requirement for the directors to issue a report to be attached to the Company's accounts. Instead, pursuant to Section 201(16) of the Companies Act, the directors' report has been replaced with a statement signed by two (2) directors on behalf of the directors of the Company containing the information set out in the Twelfth Schedule of the Companies Act. Accordingly, Article 59 has been amended in the NewCo Constitution.

(h) Regulations 73, 79 and 80 of the NewCo Constitution (Articles 69, 75 and 76 of Company Constitution)

These Regulations, which relate to the voting rights of Members and the appointment and deposit of proxies, have new provisions which cater for the multiple proxies regime introduced by the Amendment Act 2014. The multiple proxies regime allows "relevant intermediaries", such as banks, capital market services licence holders which provide custodial services for securities and the Central Provident Fund Board, to appoint more

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than two proxies to attend, speak and vote at general meetings. These Regulations provide that:

- (i) Save as otherwise provided in the Companies Act, a Member who is a “relevant intermediary” may appoint more than two proxies to attend, speak and vote at the same general meeting, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such Member, and where such Member’s form of proxy appoints more than one proxy, the number and class of shares in relation to which each proxy has been appointed must be specified in the form of proxy. This is in line with the new Section 181(1C) of the Companies Act;
- (ii) In the case of a Member who is a “relevant intermediary” and who is represented at a general meeting by more than one proxy, each proxy shall be entitled to vote on a show of hands. This is in line with the new Section 181(1D) of the Companies Act;
- (iii) A Depositor shall only be entitled to attend a general meeting and to speak and vote thereat, if his name appears on the Depository Register 72 (previously 48) hours before the time of the relevant general meeting. This is in line with the new Section 81SJ(4) of the SFA; and
- (iv) The cut-off time for the deposit of instruments appointing proxies has been extended from 48 to 72 hours before the time appointed for holding the general meeting. This is in line with Section 178(1)(c) of the Companies Act, as amended pursuant to the Amendment Act 2014.

(i) Regulation 81(1) of the NewCo Constitution (Article 77(2) of Company Constitution)

Article 77(2) of the Company Constitution, which relates to the appointment of a proxy or representative by a corporation, has been amended to allow an instrument appointing a representative to be executed as a deed in accordance with the requirements under Section 41B of the Companies Act as an alternative to the affixing of the common seal. This is in line with the new Section 41B of the Companies Act.

(j) Regulation 85 and 105 of the NewCo Constitution (Articles 81 and 100 of Company Constitution)

Articles 81 and 100 of the Company Constitution have been amended to provide that NewCo may by ordinary resolution appoint Directors. This is in line with the new Section 149B of the Companies Act, which provides that unless the constitution otherwise provides, a company may appoint a director by ordinary resolution passed at a general meeting. Article 81 of the Company Constitution, which relates to the Directors’ power to appoint additional Directors, has been amended to provide that NewCo may appoint a person to be a Director by ordinary resolution. Article 100 of the Company Constitution, which relates to a vacancy occurring in the board of directors, has been consequentially amended to provide that NewCo may by ordinary resolution fill the office being vacated by a retiring Director.

(k) Regulation 89 of the NewCo Constitution (Article 85 of Company Constitution)

Article 85 of the Company Constitution, which relates to the interests of Directors in other companies, has been expanded to include provisions which extend the obligation of a Director to disclose interests in transactions or proposed transactions with NewCo, or of any office or property held which might create duties or interests in conflict with those as Director, to also apply to a Chief Executive Officer. This is in line with Section 156 of the Companies Act, as amended pursuant to the Amendment Act 2014.

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## LETTER FROM THE BOARD TO SHAREHOLDERS

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(l) Regulation 90 of the NewCo Constitution (Article 86 of Company Constitution)

Regulation 90, which relates to the general powers of the Directors to manage the NewCo's business, clarifies that the business of NewCo shall be managed by, or additionally, under the direction or supervision of, the Directors. This is in line with Section 157A of the Companies Act, as amended pursuant to the Amendment Act 2014.

(m) Regulation 96 of the NewCo Constitution (Article 92 of Company Constitution)

It is no longer mandatory for companies to keep a register of directors under the Companies Act. Section 173 of the Companies Act was repealed and re-enacted, and the new Sections 173(9) and (10) of the Companies Act provide that a certificate issued by the Registrar that a person named as director, chief executive officer, secretary or auditor in the registers of directors, chief executive officers, secretaries and auditors maintained by ACRA will constitute prima facie evidence of that fact unless a notification of change has been given to the Registrar. Pursuant to Section 173A of the Companies Act (which was repealed and re-enacted), NewCo is nevertheless required to file any change in the registers of directors, chief executive officers, secretaries or auditors, as the case may be, with ACRA.

Article 92 has been amended to reflect that NewCo is no longer required to maintain a register of directors.

(n) Regulation 98 of the NewCo Constitution (Article 94 of Company Constitution)

The requirement imposed on a director of a company to disclose his interest in a transaction or proposed transaction with the company in Section 156 of the Companies Act has been extended to include the chief executive officer of the company as well. The chief executive officer may disclose his interest pursuant to Section 156 of the Companies Act by declaring the nature of his interest and provide relevant details thereof at a meeting of the directors or by sending a written notice to the company containing details on the nature, character and extent of his interest. Accordingly, the new Regulation 98 of the NewCo Constitution contains wording that has been revised to be aligned with the requirements of the Companies Act.

(o) Regulation 101 of the NewCo Constitution (Article 97 of Company Constitution)

A director may be disqualified under the Companies Act in two separate ways – firstly, the director may be automatically disqualified from acting as a director of the company or from taking part in the management of the company, and secondly, the director may be disqualified from acting as a director of the company pursuant to a court order.

In addition, Rule 720(2) of the Listing Manual provides that, where a director is disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds, he must immediately resign from the board of directors of the issuer.

The existing Article 97 does not provide for the vacation of office of a Director where such Director is automatically disqualified under the Companies Act and/or the Listing Manual from acting as a Director or from taking part in the management of NewCo. It is proposed that Article 97 be amended to include the situations where a Director may be automatically disqualified.

(p) Regulation 118 of the NewCo Constitution (Article 113 of Company Constitution)

Article 113 of the Company Constitution, which relates to the common seal of the Company, has been revised to state that the provisions apply where NewCo has a common seal. This is in line with Section 41A of the Companies Act (as introduced by the Amendment Act 2017), which provides that a company may have a common seal but need not have one.

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(q) Regulation 129(2) of the NewCo Constitution has been inserted

The new Regulation 129(2), which relates to when and how documents such as minutes shall be kept, has been included to provide that NewCo's records may be kept either in hard copy or electronic form. This is in line with the new Section 395 of the Companies Act. Regulation 129(2) further provides that where the records of NewCo are kept otherwise than in hard copy, the Directors shall take reasonable precautions for ensuring the proper maintenance and authenticity of such records, in line with Section 396 of the Companies Act.

(r) Regulations 131, 132 and 134 of the NewCo Constitution (Articles 125, 126 and 127 of the Company Constitution)

Article 125 of the Company Constitution has been amended as a result of amendments to Regulation 58 of the NewCo Constitution.

The new Regulation 132 provides that the NewCo's financial statements and related documents may be sent less than 14 days before the date of the general meeting with the agreement of all persons entitled to receive notices of general meetings, subject to compliance with the applicable listing rule. This is in line with the new Section 203(2) of the Companies Act, which provides that the requisite financial statements and other related documents may be sent less than 14 days before the date of the general meeting at which they are to be laid if all the persons entitled to receive notices of general meetings of NewCo so agree. Notwithstanding this proviso, NewCo is required to comply with Rule 707(2) of the Listing Manual, which provides that an issuer must issue its annual report to shareholders and the SGX-ST at least 14 days before the date of its annual general meeting.

References to "profit and loss account", "balance sheet" and "account" in Regulations 63, 131, 132 and 134 have been substituted with references to the "financial statements" for consistency with the updated terminology adopted in the Companies Act.

(s) Regulation 133 of the NewCo Constitution has been inserted

The Amendment Act 2014 introduced a new provision, namely Section 202A of the Companies Act, to allow directors to voluntarily revise the company's financial statements if there are errors in such financial statements. However, the revision of such defective financial statements is limited to those aspects in which the financial statements did not comply with the requirements of the Companies Act.

In view of the foregoing, it is proposed that a new Regulation 133 be inserted to give the Directors express authority to revise defective financial statements of NewCo, if any, to the extent permitted under the Companies Act.

(t) Regulations 135 and 138 of the NewCo Constitution (Articles 128 and 131 of the Company Constitution)

The revised Regulation 138, which relates to the service of notices to Members, has new provisions to facilitate the electronic transmission of notices and documents following the introduction of simplified procedures for the sending of notices and documents electronically pursuant to the new Section 387C of the Companies Act. Companies may make use of these simplified procedures where a Member has given express, implied or deemed consent for the company to do so in accordance with the constitution of the company.

Section 387C(2) of the Companies Act provides that a member has given implied consent if the constitution of a company:

- (i) provides for the use of electronic communications;

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- (ii) specifies the manner in which electronic communications is to be used; and
- (iii) provides that the member shall agree to receive such notice or document by way of such electronic communications and shall not have a right to elect to receive a physical copy of such notice or document.

Section 387C(3) of the Companies Act further explains that a member is deemed to have consented where:

- (i) the member was by notice in writing given an opportunity to elect, within such period of time specified in the notice, whether to receive the notice or document by way of electronic communications or as a physical copy; and
- (ii) the member failed to make an election within the time so specified.

Certain safeguards for the use of electronic communications and deemed consent have been prescribed under Regulation 89C of the Companies Regulations. Under Regulation 89D of the Companies Regulations, notices or documents relating to any take-over offer of NewCo and any rights issue by NewCo are excluded from the application of Section 387C of the Companies Act, and therefore cannot be transmitted by electronic means pursuant to Section 387C.

In addition, safeguards have also been prescribed under Rule 1210 to Rule 1212 of the Listing Manual.

Under Rule 1210 of the Listing Manual, an issuer shall send the following documents to shareholders by way of physical copies:

- (i) forms or acceptance letters that shareholders may be required to complete;
- (ii) notice of meetings, excluding circulars or letters referred in that notice;
- (iii) notices and documents relating to takeover offers and rights issues; and
- (iv) notices under Rules 1211 and 1212 of the Listing Manual.

Rule 1211 of the Listing Manual provides that when an issuer uses electronic communications to send a document to a shareholder, the issuer shall inform the shareholder as soon as practicable of how to request a physical copy of that document from the issuer. The issuer shall provide a physical copy of that document upon such request.

Rule 1212 of the Listing Manual provides that if the issuer uses website publication as the form of electronic communications, the issuer shall separately provide a physical notification to shareholders notifying of the following:

- (i) the publication of the document on the website;
- (ii) if the document is not available on the website on the date of notification, the date on which it will be available;
- (iii) the address of the website;
- (iv) the place on the website where the document may be accessed; and
- (v) how to access the document.

The revised Regulation 135(2) provides that:

- (i) notices or documents may be sent to Members, *inter alia*, using electronic communications either to the current address of the Member or by making it accessible on a website prescribed by NewCo from time to time, in accordance with the regulations of the NewCo Constitution and the Statutes, and provided always that any requirements under the rules of the Listing Manual are complied with;
- (ii) members of NewCo shall be implied to have consented to and agreed to receive

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such notices or documents by way of such electronic communications and shall not have a right to elect to receive a physical copy of such notice or document; and

- (iii) notwithstanding the immediately preceding paragraph (ii) above, the Directors may, at their discretion, at any time give a Member by notice in writing an opportunity to elect within such period of time specified in the notice whether to receive such notice or document by way of electronic communications or as a physical copy, and if he fails to make an election within the time so specified, a Member shall be deemed to have consented to receive such notice or document by way of electronic communications and he shall not in such an event have a right to receive a physical copy of such notice or document.

The revised Regulation 138(2) additionally provides for when service is effected in the case of notices or documents sent by electronic communications. In particular, where a notice or document is made available on a website, it is deemed duly given, sent or served on the date on which the notice or document is first made available on that website, subject to the Companies Act and/or the rules of the Listing Manual.

On 31 March 2017, amendments to the listing rules came into effect to permit listed issuers to send documents to shareholders electronically under the new regimes provided under the Companies Act, subject to the additional safeguards prescribed under the listing rules. Should NewCo decide to make use of the new regimes to send documents electronically to Shareholders, NewCo will comply with the applicable rules of the Listing Manual.

### Changes due to the Listing Manual

- (a) Regulation 5 of the NewCo Constitution (Article 4 of Company Constitution)

Article 4 of the Company Constitution has been revised to provide that rights attaching to shares of a class other than ordinary shares must be expressed in the NewCo Constitution. This is in line with paragraph (1)(b) of Appendix 2.2 of the Listing Manual.

- (b) Regulation 13(2) of the NewCo Constitution (Article 11 of Company Constitution)

Regulation 13(2), which provides that NewCo shall not be bound to register more than three persons as the holders of any share, states that this excludes the case of executors or administrators or, additionally, trustees, of the estate of a deceased Shareholder. This additional clarification is in line with paragraph 4(d) of Appendix 2.2 of the Listing Manual.

- (c) Regulation 59 of the NewCo Constitution (Article 55 of Company Constitution)

Article 55 of the Company Constitution has been updated to make it clear that so long as the shares in NewCo are listed on the SGX-ST, if required by the rules of the Listing Manual, all general meetings shall be held in Singapore at such location as may be determined by the board of directors. This clarification is in line with Rule 730A(1) of the Listing Manual.

- (d) Regulation 61 of the NewCo Constitution (Article 57 of Company Constitution)

Article 57 of the Company Constitution has been revised to clarify that the notice period counted shall exclude the date on which the notice is served or deemed to be served and the date of the meeting. This clarification is in line with paragraph 7 of Appendix 2.2 of the Listing Manual.

- (e) Regulation 76 of the NewCo Constitution (Article 72 of Company Constitution)

Article 72 of the Company Constitution has been revised to clarify that in the case of joint holders, if more than one of such persons be present at a meeting, the person whose



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name stands first on the Register of Members shall alone be entitled to vote. This is in line with paragraph 8(b) of Appendix 2.2 of the Listing Manual.

(f) Regulation 92 of the NewCo Constitution (Article 88 of Company Constitution)

The new Rule 720(5) of the Listing Manual provides that an issuer must have all directors submit themselves for re-nomination and re-appointment at least once every three years. Accordingly, Article 88 has been amended to clarify that a Chief Executive Officer or Managing Director who is a director shall be subject to the same provisions as to retirement by rotation as the other directors, and such provisions as to retirement by rotation are not subject to the provisions of any contract of service between the Chief Executive Officer or Managing Director and NewCo.

Changes due to the Personal Data Protection Act 2012 (No. 26 of 2012)

Under the Personal Data Protection Act 2012, an organisation can only collect, use or disclose the personal data of an individual with the individual's consent, and for a reasonable purpose which the organisation has made known to the individual. The new Regulation 146 of the NewCo Constitution specifies, *inter alia*, the purposes for which NewCo and/or its agents and service providers would collect, use and disclose the personal data of the Members and their appointed proxies or representatives.

General Changes

(a) Regulations 28, 77 and 101 of the NewCo Constitution (Articles 26, 73 and 97 of Company Constitution)

These Regulations include references to persons who are mentally disordered and incapable of managing himself or his affairs, following the enactment of the Mental Health (Care and Treatment) Act (Cap. 178A) of Singapore, which repealed and replaced the Mental Disorders and Treatment Act.

(b) Regulation 64 of the NewCo Constitution (Article 60 of Company Constitution)

Article 60 of the Company Constitution has been amended to provide that, for the purpose of determining the quorum, a person who attends both as a Member and as a proxy or corporate representative shall count as only one Member.

(c) Regulation 80 of the NewCo Constitution (Article 76 of Company Constitution)

Article 76 of the Company Constitution was amended to accommodate the submission by Shareholders of instruments of proxy by electronic communications, by way of such means as the Directors may determine.

(d) Regulation 125 of the NewCo Constitution has been inserted

Regulation 125 is a new provision which has been added to provide for a scrip dividend scheme, subject to the resolutions of the Directors.

Please note that the above list may not be exhaustive. Shareholders are advised to refer to Appendix 3 to this Document for a comparison of the main differences in the NewCo Constitution, compared against the existing Company Constitution.

The NewCo Constitution will bind NewCo and its shareholders, including the Shareholders, immediately after the completion of the Restructuring and the Scheme.

## 10. COURT MEETING

The Scheme, which is proposed pursuant to Section 210 of the Companies Act, has to be approved by the Shareholders at a meeting convened at the direction of the Court. By order of

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the Court dated 31 August 2021, the Court Meeting was directed to be convened for the purpose of approving the Scheme.

By proposing that the Scheme be effected by way of a scheme of arrangement, the Company is providing the Shareholders with the opportunity to determine at the Court Meeting whether they consider the Scheme to be in their best interests. When the Scheme, with or without modification, becomes effective, the Scheme will be binding on all the Shareholders, whether or not they were present, in person or by proxy, or voted at the Court Meeting.

The Scheme must be approved by a majority in number of Shareholders present and voting, either in person or by proxy, at the Court Meeting, such majority holding not less than three-fourths in value of the Shares held by such Shareholders present and voting either in person or by proxy at the Court Meeting. The Scheme will not be conditional upon the passing of the ordinary and special resolutions at the EGM on the approval of the NewCo Share Issue Mandate Proposal, the NewCo RSP Proposal, the NewCo RSP Mandate, the participation by a Controlling Shareholder and an Associate of a Controlling Shareholder in the NewCo RSP 2021 and the ratification of the NewCo Constitution.

Your attention is drawn to paragraph 8 of the Explanatory Statement.

The Notice of the Court Meeting is set out on pages 175 to 179 of this Document. Shareholders are requested to take note of its date and time.

In view of the current COVID-19 situation and the COVID-19 restriction orders in Singapore (including under the COVID-19 Act), the Company had on 29 July 2021 sought leave of Court for the Court Meeting to be held electronically via tele-conferencing or video-conferencing means. The Court had on 31 August 2021 ordered, *inter alia*, that pursuant to paragraphs 4(1) and 5 of the COVID-19 Order, the Company be and is hereby granted liberty to convene the Court Meeting via electronic means to be held at such time and in such manner as may be convenient to the Shareholders and as may be determined by the Company for the purposes of considering and, if thought fit, approving the proposed Scheme.

Accordingly, alternative arrangements have been put in place to allow Shareholders to participate at the Court Meeting by:

- (a) watching the Court Meeting proceedings via “live” audio-visual webcast or listening to the Court Meeting proceedings via “live” audio-only stream;
- (b) submitting questions in advance of the Court Meeting; and/or
- (c) voting by appointing the Chairman as proxy at the Court Meeting.

Please refer to paragraph 15 below for further details on the alternative arrangements.

**In addition, Shareholders should note that the Company may make further changes to its Court Meeting arrangements (including but not limited to any applicable alternative arrangements as may be prescribed or permitted (as the case may be) under the COVID-19 Act and any regulations promulgated thereunder (including the COVID-19 Order) as well as other guidelines issued by the relevant authorities) as the situation evolves. Shareholders are advised to keep abreast of any such changes as may be announced by the Company as may be made from time to time on SGXNET.**

### 11. EXTRAORDINARY GENERAL MEETING

The EGM will be held by electronic means on 28 October 2021 at 12.00 p.m. (or as soon thereafter following the conclusion of the annual general meeting of the Company to be held at 11.00 a.m. and Court Meeting to be held at 11.30 a.m. on the same day at the same link (or the adjournment thereof)) for the purposes of considering and, if thought fit, passing the ordinary and special resolutions to approve, *inter alia*, the NewCo Share Issue Mandate Proposal, the NewCo RSP Proposal, the NewCo RSP Mandate, the participation by Lim Eng Hong, a Controlling

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Shareholder and Lim Tai Meng Alvin, an Associate of a Controlling Shareholder in the NewCo RSP 2021 and the ratification of the NewCo Constitution.

The Notice of the EGM is set out on pages 180 to 184 of this Document. Shareholders are requested to take note of its date and time.

Due to the current COVID-19 restriction orders in Singapore (including under the COVID-19 Act), Shareholders will not be able to attend the EGM in person. Instead, alternative arrangements have been put in place to allow Shareholders to participate at the EGM by:

- (a) watching the EGM proceedings via “live” audio-visual webcast or listening to the EGM proceedings via “live” audio-only stream;
- (b) submitting questions in advance of the EGM; and/or
- (c) voting by appointing the Chairman as proxy at the EGM.

Please refer to paragraph 15 below for further details on the alternative arrangements.

**In addition, Shareholders should note that the Company may make further changes to its EGM arrangements (including but not limited to any applicable alternative arrangements as may be prescribed or permitted (as the case may be) under the COVID-19 Act and any regulations promulgated thereunder (including the COVID-19 Order) as well as other guidelines issued by the relevant authorities) as the situation evolves. Shareholders are advised to keep abreast of any such changes as may be announced by the Company as may be made from time to time on SGXNET.**

### 12. NO DESPATCH OF PRINTED COPIES OF THIS DOCUMENT

In line with the order of Court dated 31 August 2021 and the provisions under the COVID-19 Order, this Document, Notice of Court Meeting, Notice of EGM and the Proxy Forms have been made available on SGXNET. A Shareholder will need an Internet browser and PDF reader to view these documents on SGXNET. Printed copies of this Document will **NOT** be despatched to Shareholders. Instead, only the Notice of Court Meeting, Notice of EGM and the Proxy Forms in respect of the Court Meeting and the EGM will be despatched to Shareholders. Nonetheless, a limited number of this Scheme Document has been printed for Shareholders. Shareholders who wish to obtain a printed copy of this Document are to contact the Company at [ir@avi-tech.com.sg](mailto:ir@avi-tech.com.sg) and make their own arrangements to collect a copy of this Document from the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859 (subject to availability).

### 13. SUBSCRIBER SHAREHOLDER UNDERTAKING

13.1. The Subscriber Shareholder has, in the Subscriber Shareholder Undertaking, provided an irrevocable undertaking to the Company and NewCo, *inter alia*:

- (a) not to offer, sell, transfer, assign, give or otherwise dispose of (other than in accordance with the Subscriber Shareholder Undertaking or with the prior written consent of NewCo), grant any Encumbrance over or enter into any swap or other arrangement that transfers to another in whole or in part any of the legal benefits or economic consequences of ownership of, all or any of his Shares or any interest in any of the foregoing (or enter into any agreement with a view to effecting any of the foregoing), to, with and/or in favour of (as the case may be) any person other than NewCo or a party approved in writing by NewCo; and
- (b) to vote and procure his nominee(s) and proxies (if any) to vote (whether on a show of hands or on a poll) to approve the Scheme and any other matter necessary or proposed to implement the Scheme at any meeting of the Shareholders held to approve the Scheme and at any adjournment thereof; and

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## LETTER FROM THE BOARD TO SHAREHOLDERS

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- (c) to waive his rights to receive one (1) new NewCo Share upon the issuance of the new NewCo Shares to him holding pursuant to the Scheme.
- 13.2.** As at the Latest Practicable Date, the Subscriber Shareholder, Mr. Lim Eng Hong, has a direct interest in 48,194,875 Shares, and deemed interest in 13,135,000 Shares collectively, representing approximately 35.86 per cent. of the total number of issued Shares. The deemed interest of Mr. Lim Eng Hong arises from his deemed interest in the 13,135,000 shares in the capital of the Company held by his daughter, Lim Wei Ling Elaine and his wife, Loh Zee Lan Nancy. Please refer to Section 4 of Appendix 1 to this Document for further details.
- 13.3.** The obligations under paragraph 13.1 above shall lapse, other than as a result of a breach by the Subscriber Shareholder of any of his obligations set forth in the Subscriber Shareholder Undertaking, on the date the Scheme lapses or does not become effective.
- 13.4.** Save for the Subscriber Shareholder Undertaking, as at the Latest Practicable Date, neither the Company nor NewCo has received any irrevocable undertaking from any other party to vote for or against the Scheme, the NewCo Share Issue Mandate Proposal, the NewCo RSP Proposal, the NewCo RSP Mandate, the participation by Lim Eng Hong, a Controlling Shareholder and Lim Tai Meng Alvin, an Associate of a Controlling Shareholder in the NewCo RSP 2021 and the ratification of the NewCo Constitution.

### **14. SUSPENSION OF TRADING**

**Shareholders should note that subject to the agreement of the SGX-ST and the Scheme becoming effective in accordance with its terms, the last date for trading in the Shares is expected to be 3 December 2021 and trading in the Shares will be suspended with effect from 9.00 a.m. on 6 December 2021. The time and date for commencement in trading of the NewCo Shares is expected to be at 9.00 a.m. on 14 December 2021.**

The Record Date is expected to be 7 December 2021, and the Shares are expected to be delisted and withdrawn from the Mainboard of the SGX-ST with effect from 14 December 2021. Subject to the Shareholders' approval of the Scheme being obtained at the Court Meeting and the sanction of the Scheme by the Court, the Company will be issuing a notice of the Record Date via SGXNET in due course.

**Please note that the above dates are indicative only and may be subject to change. Please refer to future announcements by the Company and/or NewCo for the actual dates of these events.**

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

#### **15.1. Appointment of Proxies**

Shareholders (whether individual or corporate) who wish to vote on the Scheme at the Court Meeting and the resolutions at the EGM must vote by proxy only and appoint only the Chairman of the Court Meeting and EGM as their proxy by completing the Proxy Forms as attached to the Notice of Court Meeting and Notice of EGM.

Each Shareholder appointing the Chairman of the Court Meeting and EGM as proxy must give specific instructions as to his manner of voting, or abstention from voting, in relation to each resolution. In the absence of specific directions in respect of a resolution, the appointment of the Chairman as proxy for that resolution will be treated as invalid.

Please refer to the alternative arrangements relating to, among others, attendance, submission of questions in advance and/or voting by proxy at the Court Meeting and EGM as set out in the Notice of Court Meeting and Notice of EGM, and in the Company's announcement dated 6 October 2021 which has been uploaded together with this Document on SGXNET and the Company's corporate website at <http://avitech.listedcompany.com/#investors> on the same day.

All Shareholders are encouraged to complete, sign and return the Proxy Forms attached to this

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Document in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the Registrar (i) by email in Portable Document Format (PDF) format to [ir@avi-tech.com.sg](mailto:ir@avi-tech.com.sg) or (ii) by post to the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859, not later than 48 hours before the time appointed for the Court Meeting or the EGM, as relevant.

In view of the current COVID-19 situation and the related safe distancing measures which may make it difficult for Shareholders to submit completed Proxy Forms by post, Shareholders are strongly encouraged to submit completed Proxy Forms electronically via email.

Investors who wish to appoint the Chairman of the Court Meeting and EGM as their proxy should approach their respective relevant intermediaries or agent banks to submit their votes no later than 18 October 2021, being seven (7) working days before the date of the Court Meeting and the EGM. CPF Investors and SRS Investors should not directly appoint the Chairman as proxy to direct the vote. The Proxy Form is not valid for use by CPF and SRS Investors and shall be ineffective for all intents and purposes if used or purported to be used by them.

### **15.2. When Depositor regarded as Shareholder**

A Depositor shall not be regarded as a Shareholder entitled to attend and vote at the Court Meeting and/or the EGM unless he is shown to have Shares entered against his name in the Depository Register as at 72 hours before the time fixed for holding the Court Meeting and/or the EGM, as certified by CDP to the Company.

## **16. ABSTENTION FROM VOTING**

### **16.1. In relation to the NewCo RSP Proposal**

As stated in paragraph 5 of this Document above, the NewCo RSP Proposal relates to, *inter alia*, the adoption of the NewCo RSP 2021.

In accordance with Rule 859 of the Listing Manual, Shareholders who are eligible to participate in the NewCo RSP 2021 (including all the directors and employees of the NewCo Group) shall be required to abstain from voting at the EGM in respect of the ordinary resolution on the NewCo RSP Proposal, as set out in the Notice of the EGM.

### **16.2. In relation to the NewCo RSP Mandate**

In accordance with Rule 859 of the Listing Manual, Shareholders who are eligible to participate in the NewCo RSP 2021 (including all the directors and employees of the NewCo Group) shall be required to abstain from voting at the EGM in respect of the ordinary resolution on the NewCo RSP Mandate, as set out in the Notice of the EGM.

### **16.3. In relation to the Proposed Participation of Lim Eng Hong, a Controlling Shareholder, and Lim Tai Meng Alvin, an Associate of a Controlling Shareholder, in the NewCo RSP 2021**

Rule 853 of the Listing Manual states, *inter alia*, that participation in a share scheme by Controlling Shareholders and their Associates must be approved by independent shareholders of the issuer.

Accordingly, Mr. Lim Eng Hong and Mr. Lim Tai Meng Alvin must abstain from voting on, and must procure their immediate family members and Associates to abstain from voting on the ordinary resolutions relating to the proposed participation by Mr. Lim Eng Hong and Mr. Lim Tai Meng Alvin in the NewCo RSP 2021 at the EGM.

In accordance with Rule 859 of the Listing Manual, Shareholders who are eligible to participate in the NewCo RSP 2021 (including all the directors and employees of the NewCo Group) shall be required to abstain from voting at the EGM in respect of the resolution relating to the participation of Lim Eng Hong and Lim Tai Meng Alvin in the NewCo RSP 2021, as set out in the Notice of the EGM.

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## LETTER FROM THE BOARD TO SHAREHOLDERS

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### 17. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS IN SHARES

The interests of the Directors and the Substantial Shareholders of the Company in the Shares as at the Latest Practicable Date, as recorded in the Register of Directors' Shareholdings and the Register of Substantial Shareholders maintained under the provisions of the Companies Act respectively, are as set out in Section 4 of Appendix 1 to this Document.

### 18. DIRECTORS' RECOMMENDATIONS

#### 18.1. In relation to the Scheme

The Directors, having considered the rationale and the terms of the Restructuring and the Scheme, are of the opinion that the Scheme is in the best interests of Shareholders and that the terms of the Scheme are fair and reasonable. Accordingly, they recommend that Shareholders vote in favour of the Scheme at the Court Meeting.

**Shareholders are advised to read this Document in its entirety.**

#### 18.2. In relation to the NewCo Share Issue Mandate Proposal

The Directors are of the opinion that the NewCo Share Issue Mandate Proposal is in the interests of the Shareholders and accordingly, recommend that Shareholders vote in favour of the ordinary resolution on the NewCo Share Issue Mandate Proposal at the EGM.

#### 18.3. In relation to the NewCo RSP Proposal

All of the Directors are eligible to participate in, and are therefore interested in, the NewCo RSP Proposal. Accordingly, the Directors have refrained from making any recommendation to Shareholders in respect of the ordinary resolution on the NewCo RSP Proposal, as set out in the Notice of the EGM.

#### 18.4. In relation to the NewCo RSP Mandate

All of the Directors are eligible to participate in, and are therefore interested in, the NewCo RSP Proposal. Accordingly, the Directors have refrained from making any recommendation to Shareholders in respect of the ordinary resolution on the NewCo RSP Mandate, as set out in the Notice of the EGM.

#### 18.5. In relation to the proposed participation of Lim Eng Hong, a Controlling Shareholder, and Lim Tai Meng Alvin, an Associate of a Controlling Shareholder, in the NewCo RSP 2021

Mr. Lim Eng Hong and Mr. Lim Tai Meng Alvin are interested in the proposed participation of themselves in the NewCo RSP 2021. Accordingly, Mr. Lim Eng Hong and Mr. Lim Tai Meng Alvin have abstained from making any recommendation to Shareholders in respect of the proposed participation of themselves in the NewCo RSP 2021.

All of the Directors are eligible to participate in, and are therefore interested in, the NewCo RSP Proposal. Accordingly, the Directors have refrained from making any recommendation to Shareholders in respect of the ordinary resolution relating to the participation of Lim Eng Hong and Lim Tai Meng Alvin in the NewCo RSP 2021, as set out in the Notice of the EGM.

#### 18.6. In relation to the ratification of the NewCo Constitution

Having considered the rationale and benefits of the proposed ratification of the NewCo Constitution, the Directors are of the opinion that the proposed ratification of the NewCo Constitution is in the best interests of the Shareholders and the NewCo. Accordingly, the Directors recommend that Shareholders vote in favour of the special resolution relating to the ratification of the NewCo Constitution to be proposed at the EGM.

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## LETTER FROM THE BOARD TO SHAREHOLDERS

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### 19. DIRECTORS' INTENTIONS WITH RESPECT TO SHARES

Save as otherwise provided in paragraphs 16 and 18 of this Document above, all Directors who have beneficial shareholdings in the Company will vote in favour of the Scheme, the NewCo Share Issue Mandate Proposal and the ratification of the NewCo Constitution.

### 20. RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Document and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Document constitutes full and true disclosure of all material facts about (a) the Restructuring, (b) the Scheme, (c) the NewCo Share Issue Mandate, (d) the NewCo Share Issue Mandate Proposal, (e) the NewCo RSP 2021, (f) the NewCo RSP Mandate, (g) the NewCo RSP Proposal, (h) the participation of Lim Eng Hong, a Controlling Shareholder and Lim Tai Meng Alvin, an Associate of a Controlling Shareholder, in the NewCo RSP 2021 and (i) the ratification of the NewCo Constitution, and the Company, its subsidiary and the Directors are not aware of any facts the omission of which would make any statement in this Document misleading. Where information in this Document has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Document in its proper form and context.

The NewCo Directors collectively and individually accept full responsibility for the accuracy of the information given in this Document and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Document constitutes full and true disclosure of all material facts about (a) the Restructuring, (b) the Scheme, (c) the NewCo Share Issue Mandate, (d) the NewCo Share Issue Mandate Proposal, (e) the NewCo RSP 2021, (f) the NewCo RSP Mandate, (g) the NewCo RSP Proposal, (h) the participation of Lim Eng Hong, a Controlling Shareholder and Lim Tai Meng Alvin, an Associate of a Controlling Shareholder, in the NewCo RSP 2021, (i) the ratification of the NewCo Constitution and (j) all information relating to NewCo, and the NewCo Directors are not aware of any facts the omission of which would make any statement in this Document misleading. Where information in this Document has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the NewCo Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Document in its proper form and context.

### 21. MATERIAL CONTRACTS

Save for contracts entered into in the ordinary course of business and as disclosed by the Company via announcements on SGXNET, the Company has not entered into any material contracts during the two (2) years preceding the Latest Practicable Date.

### 22. GENERAL INFORMATION

Your attention is drawn to the further relevant information in the Appendices to this Document.

### 23. DOCUMENTS FOR INSPECTION

The following documents are available for inspection at the registered office of the Company at 19A Serangoon North Avenue 5, Singapore 554859 during normal business hours from the date of this Document up to the date of the Court Meeting:

- (a) the Company Constitution;
- (a) the NewCo Constitution;
- (b) the Implementation Agreement;
- (c) the annual reports of the Company for the financial years ended 30 June 2019, 30 June 2020 and 30 June 2021; and

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**LETTER FROM THE BOARD TO SHAREHOLDERS**

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(d) the Subscriber Shareholder Undertaking.

Yours Faithfully  
For and on behalf of  
Avi-Tech Electronics Limited

**Mr. Khor Thiam Beng**  
**Non-Executive Chairman and**  
**Independent Director**



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## EXPLANATORY STATEMENT

(IN COMPLIANCE WITH SECTION 211 OF THE COMPANIES ACT)

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### RESTRUCTURING EXERCISE BY WAY OF A SCHEME OF ARRANGEMENT UNDER SECTION 210 OF THE COMPANIES ACT

#### 1. INTRODUCTION

##### 1.1 Announcement

On 18 February 2020, the Company announced that it had entered into the Implementation Agreement with NewCo to implement the Scheme. Under the Scheme, it is proposed that NewCo will acquire all the Shares by way of the Scheme.

##### 1.2 Explanatory Statement

The purpose of this Explanatory Statement is to provide Shareholders with information on the Scheme and to explain the rationale for and effect of the Scheme. It should be read in conjunction with the full text of this Document, including the Scheme as set out on pages 169 to 174 of this Document. Capitalised terms used in this Explanatory Statement which are not defined in this Explanatory Statement or in the Scheme, shall bear the same meanings as ascribed to them in the "Definitions" section on pages 2 to 8 of this Document.

#### 2. RATIONALE FOR THE SCHEME

The rationale for the Scheme is set out in paragraph 3.6 on page 19 of this Document.

#### 3. THE SCHEME

##### 3.1 Scheme

The Scheme is proposed to all Shareholders. As at the Latest Practicable Date, the Company has an issued share capital of S\$30,759,000.00, consisting of 171,046,041 Shares (excluding 4,154,000 treasury shares which will be cancelled prior to the Effective Date). As at the Latest Practicable Date, NewCo does not hold, directly or indirectly, any Shares.

The Scheme will involve, *inter alia*, a transfer of all the Shares held by the Shareholders as at the Record Date, to NewCo, and in consideration of the transfer of the Shares held by the Shareholders, NewCo will allot and issue to the Entitled Shareholders such number of new NewCo Shares, credited as fully paid, on the basis of one (1) new NewCo Share for every one (1) Share held by each Entitled Shareholder as at the Record Date.

Pursuant to the Scheme, the Shares will be transferred by the Entitled Shareholders to NewCo (i) fully paid-up, (ii) free from all Encumbrances, and (iii) together with all rights, benefits and entitlements attaching thereto as at the Announcement Date, including the right to receive and retain all rights and other distributions (if any) declared, paid or made by the Company on or after the Announcement Date, save for any dividends that may be declared, announced or paid by the Company prior to the Record Date.

The Scheme is subject to, *inter alia*, the approval by a majority in number of Shareholders present and voting, either in person or by proxy, at the Court Meeting, such majority holding not less than three-fourths in value of the Shares held by the Shareholders present and voting either in person or by proxy at the Court Meeting, and the Scheme has to be sanctioned by the Court and thereafter the Court Order has to be lodged with the ACRA. Once effected, the Scheme will be binding on the Company and all Shareholders, irrespective of whether or not they attended or voted at the Court Meeting.

Subject to the Scheme being declared effective and completion of the Restructuring, all profit or loss attributable to the Company with effect from the Effective Date shall accrue to the NewCo Group, including for the avoidance of doubt, all expenses incurred by the Company and NewCo in connection with the Scheme and the Restructuring.

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## EXPLANATORY STATEMENT

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Pursuant to the Implementation Agreement, it is intended for the acquisition of the Company by NewCo to be at a deemed consideration equal to issued and paid-up share capital of the Company as at the date of the Implementation Agreement (or such other amount as agreed by the Company and NewCo in consultation with the Company's financial, tax and other professional advisers).

### 3.2 NewCo Shares

The new NewCo Shares shall be allotted and issued by NewCo on the basis of one (1) new NewCo Share for every one (1) Share held by each Entitled Shareholder as at the Record Date (subject to the Subscriber Shareholder Undertaking) and shall be duly authorised, validly issued, credited as fully paid, free from any Encumbrances, and shall rank *pari passu* in all respects with one another as well as with all other issued NewCo Shares.

An application was made by the Company on 13 March 2020 to the SGX-ST for the listing of and quotation for all the NewCo Shares (including the existing NewCo Share, the new NewCo Shares to be allotted and issued pursuant to the Scheme and the Award Shares) on the Mainboard of the SGX-ST. The in-principle approval of the SGX-ST was granted on 31 March 2021 subject to the following conditions:

- (a) compliance with the SGX-ST's listing requirements;
- (b) Shareholders' approval of the Scheme; and
- (c) independent Shareholders' approval being obtained for the proposed adoption of the NewCo RSP 2021.

The in-principle approval of the SGX-ST is not to be taken as an indication of the merits of the Scheme, NewCo Shares, the NewCo RSP 2021, the existing Shares, the Company and/or its subsidiaries.

The new NewCo Shares which constitute the Scheme Consideration will be allotted and issued to the Shareholders within seven (7) business days immediately after the Scheme becomes effective and binding.

In connection with Section 309B of the Securities and Futures Act and the Securities and Futures (Capital Markets Products) Regulations 2018 (the "**Regulations**"), the Company and the NewCo have determined the classification of the NewCo Shares to be released pursuant to the Awards under the NewCo RSP 2021 as "prescribed capital markets products" (as defined in the Regulations).

### 3.3 Withdrawal of the Shares or delisting of the Company from the SGX-ST

The Company is currently listed on the Mainboard. If the Scheme becomes effective in accordance with its terms, NewCo will own all the issued Shares and the Company will become a wholly owned subsidiary of NewCo. Shortly after the Effective Date, the Company will be delisted from the Mainboard of the SGX-ST. The Company may, following its withdrawal of the Shares or delisting of the Company from the Mainboard, be converted into a private company.

## 4. CONDITIONS PRECEDENT

The Scheme is conditional upon the satisfaction of the Conditions Precedent, as set out in Appendix 6 to this Document.

### 4.1 Non-fulfilment of Conditions

Shareholders should note that if any one or more of the Conditions Precedent are not satisfied or waived (if applicable), the Scheme will not become effective and binding.

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## EXPLANATORY STATEMENT

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If any of the Conditions Precedent has not been satisfied (or where applicable, has not been waived) by the Long-Stop Date, the Implementation Agreement will terminate and the Scheme will lapse.

### 4.2 Right to Terminate

Shareholders should note that pursuant to the terms of the Implementation Agreement, the Implementation Agreement may be terminated at any time on or prior to the Scheme Record Date as follows:

(a) Breach

- (i) the Implementation Agreement may be terminated by NewCo, if the Company is in material breach of any provision of the Implementation Agreement or has failed to perform and comply in all material respects with any of the matters referred to in paragraph (j) of Appendix 6 to this Document on or prior to the Scheme Record Date; or
- (ii) the Implementation Agreement may be terminated by the Company, if NewCo is in material breach of any provision of the Implementation Agreement or has failed to perform and comply in all material respects with any of the matters referred to in paragraph (k) of Appendix 6 to this Document on or prior to the Scheme Record Date,

provided that either NewCo or the Company, as the case may be, has given written notice to the other party of its intention to terminate the Implementation Agreement. In this circumstance, the Implementation Agreement shall be terminated on the date falling five (5) business days after the date of such notice of termination; and

(b) Non-fulfilment of certain conditions

Notwithstanding anything contained in the Implementation Agreement, the Implementation Agreement shall terminate if any of the Conditions Precedent has not been satisfied (or, where applicable, has not been waived) by the Long-Stop Date.

## 5. REGULATORY APPROVALS

### 5.1 Court sanction

The Scheme is also subject to sanction by the Court as set out under paragraph (b) of Appendix 6 to this Document.

### 5.2 SGX-ST

The Company had applied to the SGX-ST and the SGX-ST had, advised that the Restructuring is not subject to the admission and delisting requirements under Chapter 2 (with the exception of Part I and Part II) and Rules 1307, 1308 and 1309 of the Listing Manual.

An application was made by the Company to the SGX-ST for the listing of and quotation for all the NewCo Shares (including the existing NewCo Share, the new NewCo Shares to be allotted and issued pursuant to the Scheme and the Award Shares) on the Mainboard of the SGX-ST. The in-principle approval of the SGX-ST was granted on 31 March 2021, subject to the conditions set out in paragraph 3.2 of the Explanatory Statement. The in-principle approval of the SGX-ST is not an indication of the merits of the Scheme, the NewCo Shares, the NewCo RSP 2021, the Company and/or its subsidiaries.

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### 5.3 MAS

The Company made an application to the MAS to request that the MAS grant an exemption pursuant to Section 337(1) of the SFA that, pursuant thereto, Subdivisions (2) and (3) of Division 1 of Part XIII of the SFA (other than Section 257 of the SFA) shall not apply to the offer of new NewCo Shares made to the Shareholders pursuant to the Scheme and the Restructuring. By way of the Securities and Futures (Offers of Investments) (Exemption for Avi-Tech Holdings Pte. Ltd.) Regulations 2021 which came into operation on 6 May 2021, Subdivision (2) of Division 1 of Part XIII (other than Section 257) of the SFA does not apply in relation to an offer of shares by NewCo to all the Shareholders that is made in connection with the Restructuring, subject to the following:

- (a) the Company prepares and sends to each of its shareholders together with the notice of meeting, the circular relating to the compromise or arrangement that is required by the SGX-ST Mainboard Rules or SGX-ST (or both) to be sent to the shareholders;
- (b) the Company prepares, and sends or disseminates to each of its shareholders, at any time before the date of the shareholders' meeting, any other document or information relating to the compromise or arrangement that is required by the SGX-ST Mainboard Rules or SGX-ST (or both) to be sent or disseminated to the shareholders; and
- (c) the circular mentioned in sub-paragraph (a) and (where required) the document or information mentioned in sub-paragraph (b) provide sufficient information to the shareholder to enable the shareholder to make an informed decision on whether or not to agree to the compromise or arrangement, including —
  - (i) all the information that is required to be provided to the shareholder under the SGX-ST Mainboard Rules or by SGX-ST (or both); and
  - (ii) the terms of the compromise or arrangement and details of the specified restructuring exercise.

### 5.4 Securities Industry Council

As the Restructuring is a corporate restructuring implemented by way of a scheme of arrangement where there is no change in the effective control of the Company, the provisions of the Code are not applicable to the Restructuring.

## 6. FINANCIAL EFFECTS OF THE SCHEME

The Restructuring pursuant to the Scheme is purely an internal restructuring exercise undertaken by the Company and NewCo to enable a transfer of the shareholding interests of the Shareholders in the Company to shareholding interests in NewCo.

For illustrative purposes only, the financial effects of the Restructuring set out below have been prepared based on the audited financial statements of the Company for the financial year ended 30 June 2021 ("FY2021"). The financial effects have been prepared on the following assumptions:

- (a) total estimated expenses of S\$250,000 for the Restructuring of which S\$79,000 has been incurred as at the end of FY2021;
- (b) the share capital of NewCo is assumed to be based on the paid-up share capital of the Company as at 30 June 2021 and the number of Shares in the capital of the Company is based on the total number as at 30 June 2021;
- (c) the Company's 4,154,000 treasury shares have been cancelled pursuant to the Restructuring;

## EXPLANATORY STATEMENT

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- (d) for the purposes of computing the effect on the pro forma NTA per share of the Company and the NewCo Group, the Scheme has been completed on 30 June 2021;
- (e) for the purposes of computing the effect on the pro forma EPS for the Company and the NewCo Group, the Scheme has been completed on 1 July 2020; and
- (f) the exchange ratio of one (1) new Newco Share for every one (1) Share held by each Entitled Shareholder as at the Record Date.

### (i) Share Capital

The effect of the Scheme on the issued share capital of the Company and NewCo are as follows:

Before completion of Scheme		Upon completion of Scheme			
Company		Company		NewCo	
Number of shares ('000)	Share capital (S\$'000)	Number of shares ('000)	Share capital (S\$) (S\$'000)	Number of shares ('000)	Share capital (S\$) (S\$'000)
171,046	30,759	171,046	30,759	171,046	30,759

### (ii) EPS

The effect of the Scheme on the EPS of the Current Group and the NewCo Group are as follows:

	Before completion of the Scheme	Upon completion of the Scheme	
	Current Group	Current Group	NewCo Group
<b>Profit attributable to shareholders (S\$'000)</b>	3,480	3,309	3,309
<b>Weighted average of number of shares ('000)</b>	171,046	171,046	171,046
<b>Basic EPS (Singapore cents)<sup>(1)</sup></b>	2.03	1.93 <sup>(1)</sup>	1.93 <sup>(1)</sup>

**Note:**

- (1) The decrease in the EPS from 2.03 cents to 1.93 cents upon completion of the Scheme is due to the total estimated expenses of S\$250,000 to be incurred in connection with the Restructuring of which S\$79,000 has been incurred as at the end of FY2021.

### (iii) NTA

The effect of the Scheme on the NTA of the Current Group and the NewCo Group are as follows:

	Before completion of Scheme	Upon completion of Scheme	
	Current Group	Current Group	NewCo Group

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<b>NTA (S\$'000)</b>	51,289	51,118	51,118
<b>NTA per share (Singapore cents)<sup>(1)</sup></b>	29.99	29.89 <sup>(1)</sup>	29.89 <sup>(1)</sup>

**Note:**

- (1) The decrease in NTA per share from 29.99 cents to 29.89 cents upon completion of the Scheme is due to the total estimated expenses of S\$250,000 to be incurred in connection with the Restructuring of which S\$79,000 has been incurred as at the end of FY2021.

## 7. ACTION TO BE TAKEN BY SHAREHOLDERS

### 7.1 Appointment of Proxies

Shareholders (whether individual or corporate) who wish to vote on the Scheme at the Court Meeting and the resolutions at the EGM must vote by proxy only and appoint only the Chairman of the Court Meeting and EGM as their proxy by completing the Proxy Forms as attached to the Notice of Court Meeting and Notice of EGM.

Each Shareholder appointing the Chairman of the Court Meeting and EGM as proxy must give specific instructions as to his manner of voting, or abstention from voting, failing which the appointment will be treated as invalid.

Please refer to the alternative arrangements relating to, among others, attendance, submission of questions in advance and/or voting by proxy at the Court Meeting and EGM as set out in the Notice of Court Meeting and Notice of EGM, and in the Company's announcement dated 6 October 2021 which has been uploaded together with this Document on SGXNET and the Company's corporate website at <http://avitech.listedcompany.com/#investors> on the same day.

All Shareholders are encouraged to complete, sign and return the Proxy Forms attached to this Document in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the Registrar (i) by email in Portable Document Format (PDF) format to [ir@avi-tech.com.sg](mailto:ir@avi-tech.com.sg) or (ii) by post to the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859, not later than 48 hours before the time appointed for the Court Meeting or the EGM, as relevant.

In view of the current COVID-19 situation and the related safe distancing measures which may make it difficult for Shareholders to submit completed Proxy Forms by post, Shareholders are strongly encouraged to submit completed Proxy Forms electronically via email.

Investors who wish to appoint the Chairman of the Court Meeting and EGM as their proxy should approach their respective relevant intermediaries or agent banks to submit their votes no later than 18 October 2021, being seven (7) working days before the date of the Court Meeting and the EGM. CPF Investors and SRS Investors should not directly appoint the Chairman as proxy to direct the vote. The Proxy Form is not valid for use by CPF and SRS Investors and shall be ineffective for all intents and purposes if used or purported to be used by them.

### 7.2 When Depositor Regarded as Shareholder

A Depositor shall not be regarded as a Shareholder entitled to attend and vote at the Court Meeting and/or the EGM unless he is shown to have Shares entered against his name in the Depository Register as at 72 hours before the time fixed for holding the Court Meeting and/or the EGM, as certified by CDP to the Company.

## 8. MEETING

### 8.1 Court Meeting

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## EXPLANATORY STATEMENT

(IN COMPLIANCE WITH SECTION 211 OF THE COMPANIES ACT)

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The Scheme is to be effected pursuant to Section 210 of the Companies Act. By an order of the Court dated 31 August 2021, the Court Meeting was directed to be convened for the purpose of approving the Scheme. The Scheme must be approved by a majority in number of Shareholders present and voting, either in person or by proxy, at the Court Meeting, such majority holding not less than three-fourths in value of the Shares held by such Shareholders present and voting either in person or by proxy at the Court Meeting. **When the Scheme becomes effective, it will be binding upon all the Shareholders, regardless of whether they support or reject the Scheme or whether or not they were present in person or by proxy or voted at the Court Meeting.**

In view of the current COVID-19 situation and the COVID-19 restriction orders in Singapore (including under the COVID-19 Act), the Company had on 29 July 2021 sought leave of Court for the Court Meeting to be held electronically via tele-conferencing or video-conferencing means. The Court had on 31 August 2021 ordered, *inter alia*, that pursuant to paragraphs 4(1) and 5 of the COVID19 Order, the Company be and is hereby granted liberty to convene the Court Meeting via electronic means to be held at such time and in such manner as may be convenient to the Shareholders and as may be determined by the Company for the purposes of considering and, if thought fit, approving the proposed Scheme.

Accordingly, alternative arrangements have been put in place to allow Shareholders to participate at the Court Meeting by:

- (a) watching the Court Meeting proceedings via “live” audio-visual webcast or listening to the Court Meeting proceedings via “live” audio-only stream;
- (b) submitting questions in advance of the Court Meeting; and/or
- (c) voting by appointing the Chairman as proxy at the Court Meeting.

Please refer to paragraph 7 above for further details on the alternative arrangements.

**In addition, Shareholders should note that the Company may make further changes to its Court Meeting arrangements (including but not limited to any applicable alternative arrangements as may be prescribed or permitted (as the case may be) under the COVID-19 Act and any regulations promulgated thereunder (including the COVID-19 Order) as well as other guidelines issued by the relevant authorities) as the situation evolves. Shareholders are advised to keep abreast of any such changes as may be announced by the Company as may be made from time to time on SGXNET.**

### 8.2 Notice of Court Meeting

The notice of the Court Meeting is set out on pages 175 to 179 of this Document. Shareholders are requested to take note of the date and time of the Court Meeting. The Court Meeting will be held by way of electronic means.

## 9. IMPLEMENTATION OF THE SCHEME

### 9.1 Application to Court for Sanction

Upon the Scheme being approved by a majority in number of the Shareholders present and voting, either in person or by proxy, at the Court Meeting, such majority holding not less than three-fourths in value of the Shares held by the Shareholders present and voting either in person or by proxy at the Court Meeting, an application will be made to the Court by the Company for the sanction of the Scheme.

### 9.2 Procedure

If the Court sanctions the Scheme, the Company and NewCo will take necessary steps to render the Scheme effective and the following will be implemented:

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- (a) the Shares held by Entitled Shareholders will be transferred to NewCo for the Scheme Consideration to be paid to the Entitled Shareholders for each Share transferred, as follows:
- (i) in the case of Entitled Shareholders (being Depositors), the Company shall instruct CDP, for and on behalf of the Entitled Shareholders, to debit, not later than five (5) Business Days after the Effective Date, all the Shares standing to the credit of the Securities Account of such Entitled Shareholders and credit all of such Shares to the Securities Account of NewCo; and
  - (ii) in the case of Entitled Shareholders (not being Depositors), the Company shall authorise any person to execute or effect on behalf of all such Entitled Shareholders, an instrument or instruction of transfer of all the Shares held by such Entitled Shareholders, and every such instrument or instruction of transfer so executed shall be effective as if it had been executed by the relevant Entitled Shareholders.
- (b) on and as from the Effective Date, all existing share certificates relating to the Shares held or owned by the Shareholders will be cancelled and cease to be valid for any purpose whatsoever whether or not they are returned to the Company for cancellation.
- (c) Entitled Shareholders (not being Depositors) shall be required to forward their existing share certificates relating to their Shares to the Registrar at 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623.
- (d) NewCo shall, not later than seven (7) business days after the Effective Date, and against the transfer of the Shares set out in paragraph 9.2(a) above, allot and issue to the Entitled Shareholders, new NewCo Shares (fractions of such new NewCo Shares to be disregarded), credited as fully paid up, on the basis of one (1) new NewCo Share for one (1) Share transferred by such Shareholders, provided that where a Shareholder is a depositor, the new NewCo Shares shall be issued to CDP for the benefit and to the credit of his Securities Account.
- (e) The new NewCo Shares shall (i) be credited as fully paid up; (ii) free from any Encumbrances; (iii) rank *pari passu* in all respects with one another as well as with all other issued NewCo Shares as of the Effective Date; and (iv) have the same rights, benefits and entitlements attaching thereto as all the other issued NewCo Shares as of the Effective Date.
- (f) NewCo shall cause share certificates for the new NewCo Shares allotted and issued pursuant to the Scheme to be sent no later than seven (7) business days after the Effective Date to:
- (i) Entitled Shareholders (not being Depositors) by sending, at the risk of such Shareholders, the same by ordinary post addressed to such Shareholders at their respective addresses in the register of members of the Company on the Record Date or, in the case of joint Shareholders, to the address of the first named Shareholder, and neither NewCo nor the Company shall be liable for any loss in transmission; and
  - (ii) Entitled Shareholders (being Depositors) by sending the same to CDP. CDP shall send to such Shareholders, by ordinary post to the address as maintained with CDP and at the risk of such Shareholders, a statement showing the number of new NewCo Shares credited to their respective Securities Accounts.
- (g) All mandates or other instructions given by any Entitled Shareholder relating to the payment of dividends by the Company or relating to notices or other communication in force on the Record Date shall, unless and until revoked, be deemed as on and from



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the Effective Date to be valid and effective instructions to NewCo in relation to his/her corresponding holding of the new NewCo Shares.

### 10. CLOSURE OF BOOKS

#### 10.1 Notice of Record Date

Subject to the approval of the Scheme at the Court Meeting, and the sanction of the Scheme by the Court, notice of the Record Date will be given in due course for the purpose of determining the entitlements of the Shareholders under the Scheme. The Record Date is tentatively scheduled on 7 December 2021 at 5.00 p.m.

#### 10.2 Effect of books closure

No transfer of the Shares where the certificates relating thereto are not deposited with the CDP may be effected after the Record Date.

#### 10.3 Trading in Shares on the SGX-ST

The Scheme is tentatively scheduled to become effective on or about 8 December 2021. Subject to the Scheme becoming effective, the Shares are expected to be withdrawn and the Company to be delisted from the SGX-ST after the Scheme has become effective, tentatively on 14 December 2021. It is therefore expected that the last date for trading in the Shares is expected to be 3 December 2021, being two (2) Market Days before the Record Date and trading in the Shares will tentatively be suspended with effect from 9.00 a.m. on 6 December 2021.

Shareholders (not being Depositors) who wish to trade in their Shares are required to deposit with CDP their certificates relating to their Shares, tentatively by 19 November 2021, being twelve (12) Market Days prior to the Record Date. Such Shareholders whose names are registered in the register of members of the Company on the Record Date will be entitled under the Scheme in accordance with the number of Shares registered in their names. Shareholders (being Depositors) whose Securities Accounts with CDP are credited with Shares as at the Record Date will be entitled under the Scheme in accordance with the number of Shares standing to the credit of their Securities Account.

The NewCo Shares are tentatively scheduled to be listed and quoted on the Mainboard on 14 December 2021 and trading in the NewCo Shares on the Mainboard is tentatively scheduled to commence from 9.00 a.m. on 14 December 2021.

Please refer to future announcement(s) by the Company for the actual dates of these events.

### 11. SETTLEMENT AND REGISTRATION PROCEDURES

Subject to the Scheme becoming effective, the following settlement and registration procedures will apply:

#### (a) Entitled Shareholders whose Shares are deposited with the CDP

Entitlements to the Scheme Consideration will be determined on the basis of the Entitled Shareholders (being Depositors) and the number of Shares standing to the credit of their Securities Account at 5.00 p.m. on the Record Date.

Shareholders (being Depositors) who have not already done so are requested to take the necessary action to ensure that the Shares owned by them are credited to their Securities Account by 5.00 p.m. on the Record Date.

Following the Effective Date, CDP will debit from each relevant Securities Account the number of Shares standing to the credit of the Securities Account of the relevant

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(IN COMPLIANCE WITH SECTION 211 OF THE COMPANIES ACT)

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Entitled Shareholder (being a Depositor) based on the number of Shares standing to the credit of his Securities Account as at the Record Date. Within seven (7) business days of the Effective Date, CDP will credit each relevant Securities Account with the number of NewCo Shares each Entitled Shareholder (being a Depositor) is entitled to receive based on the number of Shares standing to the credit of his Securities Account as at the Record Date, save for the Undertaking Shareholder, whose Securities Account will be credited with such number of NewCo Shares based on the number of Shares standing to the credit of its Securities Account as at the Record Date less one (1) NewCo Share, as the Subscriber Shareholder has waived its right to receive one (1) NewCo Share pursuant to the Subscriber Shareholder Undertaking.

(b) **Entitled Shareholders whose Shares are not deposited with the CDP**

Entitlements to the Scheme Consideration will be determined on the basis of the Shareholders (not being Depositors) and their holdings of Shares appearing in the register of members of the Company on the Record Date, which is expected to be at 5.00 p.m. on 7 December 2021.

Shareholders (not being Depositors) who have not already done so are requested to take the necessary action to ensure that the Shares owned by them are registered in their names with the Share Registrar by the Record Date.

From the Effective Date, each existing share certificate representing a former holding of Shares by Entitled Shareholders (not being Depositors) will cease to be evidence of title to the Shares represented thereby. Within seven (7) business days of the Effective Date, NewCo shall allot and issue to each Entitled Shareholder the relevant number of NewCo Shares based on his holding of the Shares as at the Record Date.

## 12. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

The interests of the Directors and the Substantial Shareholders of the Company as at the Latest Practicable Date, as recorded in the Register of Directors' Shareholdings and the Register of Substantial Shareholders maintained under the provisions of the Companies Act, are as set out in Section 4 of Appendix 1 to this Document.

The effect of the Scheme on such interests of the Directors and Substantial Shareholders does not differ from that of the other Shareholders except that, after the Scheme becomes effective and binding, NewCo will in aggregate, hold one hundred per cent. (100%) of the issued share capital of the Company.

All the Directors are all also NewCo Directors.

## 13. OVERSEAS SHAREHOLDERS

### 13.1 Overseas Shareholders

The sending of this Document to Overseas Shareholders may be affected by the laws of the relevant overseas jurisdictions. Accordingly, Overseas Shareholders should inform themselves about and observe any applicable legal requirements.

This Document will not be sent to any Overseas Shareholders due to the potential restrictions on sending such documents into the relevant overseas jurisdictions. For the avoidance of doubt, the Scheme is proposed to all Shareholders and applies to all Shareholders, including those Shareholders to whom this Document has not been and will not be sent.

### 13.2 Copies of this Document

Shareholders, including Overseas Shareholders, may obtain a printed copy of this Document by contacting the Company at [ir@avi-tech.com.sg](mailto:ir@avi-tech.com.sg) and making their own arrangements to

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## EXPLANATORY STATEMENT

(IN COMPLIANCE WITH SECTION 211 OF THE COMPANIES ACT)

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collect a copy of this Document from the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859 (subject to availability) during normal business hours on any day prior to the date of the Court Meeting (other than a Saturday, a Sunday or a public holiday). Alternatively, an Overseas Shareholder may write in to the Company at the same address to request for this Document and any related documents to be sent to an address in Singapore by ordinary post at his own risk, up to three (3) Market Days prior to the date of the Court Meeting (subject to availability).

It is the responsibility of any Overseas Shareholder who wishes to request for this Document and any related documents to satisfy himself as to the full observance of the laws of the relevant jurisdiction in that connection, including the obtaining of any governmental or other consent which may be required and compliance with all necessary formalities or legal requirements. In requesting for this Document and any related documents, the Overseas Shareholder represents and warrants to NewCo and the Company that he is in full observance of the laws of the relevant jurisdiction in that connection, and that he is in full compliance with all necessary formalities and legal requirements.

### **13.3 Notice**

The Company and NewCo each reserve the right to notify any matter to any or all Overseas Shareholders by announcement to the SGX-ST or paid advertisement in a daily newspaper published and circulated in Singapore or in such manner as permitted under the COVID-19 Act and any regulations promulgated thereunder (including the COVID-19 Order) as well as other guidelines issued by the relevant authorities), in which case such notice shall be deemed to have been sufficiently given notwithstanding any failure of any Shareholder to receive or see such announcement or advertisement.

### **14. DIRECTORS' RECOMMENDATION**

The recommendations of the Directors in relation to the Scheme are set out on page 52 of this Document.

### **15. GENERAL INFORMATION**

Your attention is drawn to the further relevant information, including the Directors' and Substantial Shareholders' interests in the Shares, set out in the Appendices to this Document. The Explanatory Statement should be read in conjunction with, and is qualified by, the full text of this Document, including the Scheme as set out on pages 169 to 174 of this Document.

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## APPENDIX 1: GENERAL INFORMATION

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### 1. DIRECTORS

#### 1.1 Directors of the Company

As at the Latest Practicable Date, the Directors are Mr. Khor Thiam Beng, Mr. Lim Eng Hong, Mr. Lim Tai Meng Alvin, Mr. Goh Chung Meng and Mr. Michael Grenville Gray.

#### 1.2 Audit and Risk Committee, Nominating Committee and Remuneration Committee of the Company

The members of the respective committees are as follows:

##### **Audit and Risk Committee**

Mr. Michael Grenville Gray (Chairman)  
Mr. Khor Thiam Beng  
Mr. Goh Chung Meng

##### **Nominating Committee**

Mr. Goh Chung Meng (Chairman)  
Mr. Khor Thiam Beng  
Mr. Michael Grenville Gray

##### **Remuneration Committee**

Mr. Goh Chung Meng (Chairman)  
Mr. Khor Thiam Beng  
Mr. Michael Grenville Gray

### 2. PRINCIPAL ACTIVITIES OF THE COMPANY

The Company was incorporated in Singapore on 31 December 1981 and was listed on the Mainboard of the SGX-ST in 2007.

The Company carries on the business of providing burn-in, manufacturing and printed circuit board assembly and engineering services. The Company has one (1) wholly-owned subsidiary, namely AVT Connect Pte. Ltd.

### 3. SHARE CAPITAL OF THE COMPANY

#### 3.1 **Number and Class of Shares.** The Company has only one (1) class of Shares, being ordinary shares. As at the Latest Practicable Date, the issued share capital of the Company is as follows:

As at the Latest Practicable Date	No. of Shares	Issued share capital (S\$)
Issued and fully paid-up Shares	171,046,041	30,759,000.00

#### 3.2 **Issue of Shares.** Since 30 June 2019 to the Latest Practicable Date, the Company has not issued any new Shares.

#### 3.3 **Convertible Instruments:** As at the Latest Practicable Date, there are no outstanding instruments convertible into, rights to subscribe for, or options in respect of, the Shares which carry voting rights affecting the Shares.

#### 3.4 **Treasury Shares.** The Company holds 4,154,000 treasury shares as at the Latest Practicable Date, which will be cancelled prior to the Effective Date.

## APPENDIX 1: GENERAL INFORMATION

### 4. DISCLOSURE OF INTERESTS

#### 4.1 Interests of the Directors in Shares

Based on the information recorded in the Register of Directors' Shareholdings of the Company, the interests of the Directors in the Shares as at the Latest Practicable Date were as follows:

Directors	Direct Interest		Deemed Interest	
	Number of Shares	% <sup>(1)</sup>	Number of Shares	% <sup>(1)</sup>
Khor Thiam Beng	90,000	0.05	-	-
Lim Eng Hong	48,194,875	28.18	13,135,000 <sup>(2)</sup>	7.68
Lim Tai Meng Alvin	105,000	0.06	-	-
Goh Chung Meng	190,000	0.11	-	-
Michael Grenville Gray	870,000	0.51	-	-

**Notes:**

- (1) Based on 171,046,041 Shares as at the Latest Practicable Date and rounded to the nearest two (2) decimal places.
- (2) Mr. Lim Eng Hong's deemed interest arises from his deemed interest in the 13,135,000 shares in the capital of the Company held by his daughter, Lim Wei Ling Elaine and his spouse, Loh Zee Lan Nancy.

#### 4.2 Interests of Substantial Shareholders in Shares

Based on the information recorded in the Register of Substantial Shareholders of the Company, the interests of the Substantial Shareholders, other than Directors, in the Shares as at the Latest Practicable Date were as follows:

Name of Shareholder	Direct Interest		Deemed Interest	
	Number of shares	% <sup>(1)</sup>	Number of shares	% <sup>(1)</sup>
Loh Zee Lan Nancy	10,295,000	6.02	-	-

**Note:**

- (1) Based on 171,046,041 Shares as at the Latest Practicable Date and rounded to the nearest two (2) decimal places.

#### 4.3 Holdings of NewCo Shares by the Company

As at the Latest Practicable Date, the Company does not own or control any NewCo Shares nor has the Company agreed to acquire any NewCo Shares.

### 5. MATERIAL LITIGATION

As at the Latest Practicable Date:

- (a) the Company is not engaged in any material litigation or arbitration proceedings, as plaintiff or defendant, which might materially and adversely affect the financial position of the Company; and
- (b) the Directors are not aware of any litigation, claim or proceeding pending or threatened against the Company or of any fact likely to give rise to any proceeding which might materially and adversely affect the financial position of the Company.

**6. TAXATION**

The Scheme has no adverse tax implications on the Company. Shareholders who are in doubt as to their respective tax implications arising from the Scheme should consult their own professional advisers.

**7. GENERAL DISCLOSURE**

Save as disclosed in this Document, there are, as at the Latest Practicable Date, no agreements or arrangements made between any Director and any other person in connection with or which are conditional upon the outcome of the Scheme.

**THE COMPANIES ACT (CAP. 50)  
PUBLIC COMPANY LIMITED BY SHARES**

**CONSTITUTION**

**OF**

**AVI-TECH HOLDINGS LIMITED**  
(Company Registration No.: 202002889W)

**Incorporated on 22 January 2020**

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## APPENDIX 2: NEWCO CONSTITUTION

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### THE COMPANIES ACT (CAP. 50) PUBLIC COMPANY LIMITED BY SHARES CONSTITUTION OF AVI-TECH HOLDINGS LIMITED

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#### MODEL CONSTITUTION

1. **MODEL CONSTITUTION EXCLUDED.** The regulations in Companies (Model Constitutions) Regulations 2015 (Cap. 50, S833/2015) shall not apply to the Company except so far as the same are repeated or contained in this Constitution.

#### INTERPRETATION

2. **INTERPRETATION CLAUSE.** In this Constitution the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context.

<b>WORDS</b>	<b>MEANINGS</b>
Account Holder	A person who has an account directly with the Depository and not through a Depository Agent.
Act	The Companies Act (Cap. 50) and any statutory modification, amendment or re-enactment thereof for the time being in force.
Auditors	The auditors of the Company, for the time being.
Board	The board of Directors of the Company for the time being.
Chief Executive Officer	The chief executive officer of the Company for the time being (or any other equivalent appointment, howsoever described).
Company	Avi-Tech Holdings Limited or by whatever name from time to time called.
Constitution	This constitution or other regulations of the Company for the time being in force as originally framed, or as amended from time to time.
Depositor	Shall have the meaning ascribed to it in the Securities and Futures Act (Cap. 289).
Depository	Shall have the meaning ascribed to it in the Securities and Futures Act (Cap. 289).
Depository Agent	Shall have the meaning ascribed to it in the Securities and Futures Act (Cap. 289).
Depository Register	Shall have the meaning ascribed to it in the Securities and Futures Act (Cap. 289).
Directors	The directors for the time being of the Company.
Market Day	A day on which the SGX-ST is open for securities trading.



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## APPENDIX 2: NEWCO CONSTITUTION

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Member (and any references to a shareholder)	Any registered holder of shares in the Company for the time being, or where such registered holder of any shares or shareholder is the Depository, a Depositor named in the Depository Register (for such period as shares are entered in the Depositor's Securities Account), excluding the Company where it is a member by reason of its holding of its shares as Treasury Shares.
Office	The registered office for the time being of the Company.
Registered Address or Address	In relation to any Member, his physical address for the service or delivery of notices or documents personally or by post as appearing in the Register of Members or the Depository Register (as the case may be), except where otherwise expressly provided in this Constitution.
Register of Members	The register of Members of the Company maintained by the Company.
Registrar	Registrar of Companies appointed under the Act and includes any Deputy or Assistant Registrar of Companies.
Regulations	These regulations of the Company contained in this Constitution for the time being in force.
Seal	The common seal of the Company.
Securities Account	The securities account maintained by a Depositor with the Depository.
SGX-ST	Singapore Exchange Securities Trading Limited.
Sub-account Holder	The holder of an account maintained with a Depository Agent.
Statutes	The Act and every other legislation for the time being in force concerning companies and affecting the Company, including any regulations, orders and/or official directions for the time being in force, and the listing rules of the SGX-ST, provided always that a waiver granted in connection to any such law shall be treated as due compliance with such relevant law.
Treasury Shares	Issued shares of the Company which were (or are treated as having been) purchased by the Company in circumstances which the Act applies and are held by the Company.

References in this Constitution to "holder(s)" 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 this Constitution or where the term "registered holders" or "registered holder" is used in this Constitution;
- (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 this Constitution, exclude the Company in relation to shares held by it as Treasury Shares,

and "**holding**" and "**held**" shall be construed accordingly.

The expression "Secretary" shall include any person appointed by the Directors to perform any of the duties of the secretary of the Company and where two or more persons are appointed to act as joint secretaries shall include any one of those persons.

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## APPENDIX 2: NEWCO CONSTITUTION

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Expressions referring to writing shall (except where otherwise expressly specified in this Constitution or the context otherwise requires, and subject to any limitations, conditions or restrictions contained in the Act) be construed as including references to printing, lithography, photography, and any other modes of representing or reproducing words, symbols or other information in a visible form, whether in a physical document or in an electronic communication or form or otherwise howsoever.

The expressions "**current address**", "**electronic communication**" and "**relevant intermediary**" shall have the meanings ascribed to them respectively in the Act.

Words denoting the singular shall, where applicable, include the plural and vice versa. Words denoting the masculine gender shall, where applicable, include the feminine and neuter gender and *vice versa*. Words denoting persons shall, where applicable, include corporations and limited liability partnerships.

Subject as aforesaid, any words or expressions defined in the Statutes or the Interpretation Act, Chapter 1 of Singapore shall, unless the context otherwise requires, bear the same meanings in this Constitution.

The headnotes are inserted for convenience only and shall not affect the construction of this Constitution.

A reference in this Constitution to any enactment is a reference to that enactment for the time being amended or re-enacted.

### COMMENCEMENT OF BUSINESS

3. (1) The Company is a public company. Subject to provisions of the Act and any other written law and this Constitution, 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.
- (2) The registered office of the Company will be situated in the Republic of Singapore.
- (3) The liability of the Members is limited.

### SHARES

#### 4. ISSUE OF SHARES

- (1) No shares shall be issued by the Directors without the prior approval of the Company in general meeting or except as permitted under the listing rules of the SGX-ST but subject thereto and to any special rights attached to any shares for the time being issued.
- (2) The Company may issue shares for which no consideration is payable to the Company.
- (3) Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a long period, the Company may, subject to the conditions and restrictions contained in the Act, pay interest on so much of that share capital (except Treasury Shares) as is for the time being paid up for the period and charge the same to capital as part of the cost of the construction of the works or buildings or the provision of the plant.
- (4) Subject as aforesaid, the Directors may allot or grant options over or otherwise deal with or dispose of the same to such persons, at such times, and generally on such terms as they think proper.

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## APPENDIX 2: NEWCO CONSTITUTION

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- (5) Any expenses (including brokerage or commission) incurred directly by the Company in the issue of new shares may be paid out of the proceeds of the issue or the Company's share capital. Such payment shall not be taken as reducing the amount of share capital of the Company.
5. **SPECIAL RIGHTS.** Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by ordinary resolution determine; PROVIDED ALWAYS THAT the total number of issued preference shares shall not at any time exceed the total number of issued ordinary shares of the Company or such other limit as the listing rules of the SGX-ST may prescribe, and such shares issued with such preferred, deferred or other special rights attaching to such shares of a class other than ordinary shares shall be subject to the Statutes and the rights attaching to shares of a class other than ordinary shares must be expressed in this Constitution.
6. **REDEEMABLE PREFERENCE SHARES.** Subject to the Act or to such limitation thereof as may be prescribed by the listing rules of the SGX-ST, any preference shares may be issued on the terms that they are, or at the option of the Company are, liable to be redeemed. The Company shall also have the power to issue further preference shares ranking equally with or in priority to any preference shares already issued.
7. **RIGHTS OF PREFERENCE SHAREHOLDERS.** Preference shares may be issued subject to such limitation as may be prescribed by the listing rules of the SGX-ST. Rights attaching to preference shares with respect to repayment of capital, participation in surplus assets and profits, cumulative or non-cumulative dividends, voting and priority of payment of capital and dividend in relation to other shares or other classes of preference shares shall be expressed in this Constitution. Holders of preference shares shall have the same rights as ordinary shareholders as regards receiving notices, reports and financial statements, and attending general meetings of the Company. They shall 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 proposition to be submitted to the meeting directly affects their rights and privileges, or when the dividends on the preference shares are in arrears of more than six months.
8. **MODIFICATION OF RIGHTS OF PREFERENCE SHAREHOLDERS** The repayment of preference capital other than redeemable preference capital, or any other alteration of preference shareholders' rights, may only be made pursuant to a special resolution of the preference shareholders concerned; PROVIDED ALWAYS THAT where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing, if obtained from the holders of three fourths of the preference shares concerned within two months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting. To any such meeting referred to in this Regulation, all the provisions of this Constitution as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be Members holding or representing by proxy one-third of the share capital paid or credited as paid on the issued preference shares, and every holder of the preference shares in question shall be entitled on a poll to one vote for every such share held by him.
9. **RIGHTS NOT VARIED BY ISSUE OF ADDITIONAL SHARES.** The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
10. **COMMISSION ON SUBSCRIPTION.** The Company may exercise the powers of paying commissions on any issue at such rate or amount and in such manner as the Directors may deem fit. Such commissions may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.
11. **NO TRUSTS RECOGNISED.** No person, other than the Depository, shall be recognised by the

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## APPENDIX 2: NEWCO CONSTITUTION

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Company as holding any share upon any trust, and the Company shall not be bound by or be required in any way to recognise (even when having notice thereof) any equitable, contingent future or partial interest in any share or any other rights in respect of any share other than an absolute right to the entirety thereof in the registered holder, except only as by this Constitution otherwise provided for or as required by the Statutes or pursuant to any order of Court.

12. **OFFER OF NEW SHARES.** Subject to any direction to the contrary that may be given by the Company in general meeting, or, in the event of the Company being listed on the SGX-ST, as permitted under the SGX-ST's listing rules, all new shares of whatever kind shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the 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 Regulation.
13. **SHARE CERTIFICATES**
- (1) Subject to the provisions of the Statutes, every share certificate shall be issued under the Seal and shall specify the number and class of shares to which it relates, whether the shares are fully or partly paid-up, and the amount (if any) unpaid thereon.
- (2) Unless otherwise resolved by the Directors, securities will be allotted and certificates issued in the name of and despatched to every person whose name is entered as a Member in the Register of Members or allotted and despatched to the Depository for the account of every Depositor who is a Member, within ten Market Days (or such other periods as may be approved by any stock exchange upon which the shares of the Company may be listed) of the final applications closing date for an issue of securities or as the case may be after the lodgement of any registrable transfer. Every person whose name is entered as a Member in the Register of Members or in the name of the Depository, as the case may be, shall be entitled without payment to one certificate under the Seal in respect of each class of shares held by him for all his shares in that class or several certificates in reasonable denominations each for one or more of his shares in any one class upon payment of \$2.00 (or such sum as the Directors shall from time to time determine) for every certificate after the first. Stamp duty payable on such certificate shall be borne by such Member unless otherwise directed by the Directors; PROVIDED ALWAYS THAT in the case of joint holders (including Depositors) the Company shall not be bound to issue more than one certificate and delivery of such certificate to any one of them, or in the case of shares registered in the name of the Depository, to the Depository, shall be sufficient delivery to all such holders (including Depositors). PROVIDED FURTHER THAT the Company shall not be bound to register more than three persons as the joint holders of any share except in the case of executors, trustees or administrators of the estate of a deceased Member.
14. **RENEWAL OF CERTIFICATES** Subject to the provisions of the Act, if a share certificate be worn out, defaced, destroyed, lost or stolen, it may be renewed on payment of such fee not exceeding S\$2.00 or in the event of the Company being listed on the SGX-ST such other sum as may from time to time be prescribed by the SGX-ST and on such terms as the Directors think fit, if any, as to evidence and indemnity being given by the shareholder, transferee, person entitled, purchaser or Member of the SGX-ST or on behalf of its/their client(s) and, in the case of destruction, loss or theft, on payment by the shareholder or person entitled to whom such renewed certificate is given of out of pocket expenses of the Company of investigating evidence including the payment of stamp duty on such certificate or in the case of defacement or wearing out, on delivery up of the old certificate.

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## APPENDIX 2: NEWCO CONSTITUTION

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### LIEN

15. **COMPANY TO HAVE LIEN ON SHARES AND DIVIDENDS.** The Company shall have a lien on every share not being a fully paid share which shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such monies are due and unpaid, and to such amounts as the Company may be called upon by law to pay in respect of the shares of the Member or deceased Member. The Company's lien, if any, on a share shall extend to all dividends payable thereon.
16. **LIEN MAY BE ENFORCED BY SALE OF SHARES.** The Directors may sell any shares subject to such lien at such time or times and in such manner as they think fit, but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable or a liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof, and giving notice of intention to sell in default, shall have been served on such Member or the persons (if any) entitled by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for seven days after such notice.
17. **DIRECTORS MAY AUTHORISE TRANSFER AND ENTER PURCHASER'S NAME IN REGISTER.** To give effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser and may enter the purchaser's name in the Register of Members as holder of the shares, and the purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
18. **APPLICATION OF PROCEEDS OF SALE.** The net proceeds of sale whether of a share forfeited by the Company or of a share over which the Company has a lien, shall be applied in or towards satisfaction of the amount due to the Company, or of the liability or engagement, as the case may be, and any residue after the satisfaction of the unpaid calls and accrued interest and expenses, shall be paid to the person whose shares have been forfeited, or his executors, administrators or assignees or as he directs.
19. **MEMBER NOT ENTITLED TO PRIVILEGES OF MEMBERSHIP UNTIL ALL CALLS PAID.** No Member shall be entitled to receive any dividend or to exercise any privilege as a Member until he shall have paid all calls for the time being due and payable on every share held by him, whether in his own name or in a Securities Account, and whether alone or jointly with any other person, together with interest and expenses (if any).

### CALLS ON SHARES

20. **DIRECTORS MAY MAKE CALLS.** The Directors may, subject to the provisions of this Constitution, from time to time make such calls upon the Members in respect of all moneys unpaid on their shares as they think fit; PROVIDED ALWAYS THAT fourteen days' notice at least is given in respect of each call and each Member shall be liable to pay the amount of every call so made upon him to the Company, by the instalments (if any) and at the times and places appointed by the Directors. A call may be revoked or postponed as the Directors may determine.
21. **WHEN CALL DEEMED TO HAVE BEEN MADE.** A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.
22. **LIABILITY OF JOINT HOLDERS.** The joint holders or joint Depositors of a share shall be jointly and severally liable to pay all calls and instalments in respect thereof.
23. **INTEREST ON UNPAID CALL.** If before or on the day appointed for payment thereof a call or instalment payable in respect of a share is not paid, the person from whom the same is due shall pay interest on the amount of the call or instalment at such rate as the Directors shall fix from the day appointed for payment thereof to the time of actual payment, but the Directors may waive payment of such interest wholly or in part.

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## APPENDIX 2: NEWCO CONSTITUTION

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24. **PAYMENTS IN ADVANCE OF CALLS.** Any Member may pay to the Company and the Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the monies for the time being remaining uncalled on his shares but the monies so paid in advance shall not, whilst carrying interest, confer a right to participate in the profits of the Company.
25. **MONIES PAID IN ADVANCE OF CALLS.** In respect of any monies paid in advance of any call, or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the Directors may pay or allow such interest as may be agreed between them and such Member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up.
26. **SUM PAYABLE ON ALLOTMENT DEEMED TO BE A CALL.** Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date, shall, for all purposes of this Constitution, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of this Constitution as to payment of interest and expenses, forfeiture and the like, and all the relevant provisions of this Constitution, shall apply as if such sum were a call duly made and notified as hereby provided.
27. **DIFFERENCE IN CALLS.** The Directors may, from time to time, make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.

### TRANSFER OF SHARES

28. **TRANSFER OF SHARES.**

- (1) There shall be no restriction on the transfer of fully paid up shares (except where required by law, the listing rules of the SGX-ST, or the rules and/or bye-laws governing the SGX-ST, and Regulations 28 to 33) but the Directors may in their discretion refuse to register a transfer to a transferee of whom they do not approve, in the case of shares not fully paid up, PROVIDED ALWAYS THAT in the event of the Directors refusing to register a transfer of shares, they shall give to the lodging party written notice of the refusal and the precise reasons therefore within 30 days, or in the event of the Company being listed on the SGX-ST, within ten Market Days (or such period as the Directors may determine having regard to any limitation thereof as may be prescribed by the listing rules of the SGX-ST from time to time) after the date on which the transfer was lodged with the Company.
- (2) 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 to register a transfer to a transferee of whom they do not approve.
- (3) No share shall in any circumstances be issued or transferred to any infant, bankrupt or person who is mentally disordered or of unsound mind or incapable of managing himself or his affairs but nothing herein contained shall be construed as imposing on the Company any liability in respect of the registration of such transfer if the Company has no actual knowledge of the same.
- (4) The Directors may in their sole discretion refuse to register any instrument of transfer of shares unless:
- (a) such fee not exceeding S\$2.00 as the Directors may from time to time require, is paid to the Company in respect thereof;
  - (b) the amount of proper duty (if any) with which each instrument of transfer is chargeable under any law for the time being in force relating to stamps is paid;
  - (c) the instrument of transfer, duly stamped in accordance with any law for the time being in force relating to stamp duty, is deposited at the Office or at such

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other place (if any) as the Directors may appoint accompanied by a certificate of payment of stamp duty (if any), the certificates of the shares to which the transfer 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; and

- (d) the instrument of transfer is in respect of only one class of shares.
  - (5) The provisions in this Constitution relating to the transfer of shares shall not apply to any transactions affecting book-entry securities (as defined in the Securities and Futures Act (Cap. 289)).
29. **FORM OF TRANSFER.** Every transfer shall be in writing in the form approved by the Directors and in the event of the Company being listed on the SGX-ST, if required by the listing rules of the SGX-ST, by the SGX-ST. Every instrument of transfer must be in respect of only one class of shares and must be duly stamped in accordance with any applicable law for the time being in force relating to stamp duty and shall be left at the Office (or such other place as may be approved by the Directors from time to time) accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may reasonably require to show the right of the transferor to make the transfer.
30. **TRANSFERS TO BE EXECUTED BY BOTH PARTIES.** The instrument of transfer of any share shall be executed by or on behalf of both the transferor and the transferee and be witnessed, PROVIDED ALWAYS THAT the Depository shall not be required to sign, as transferee, any instrument of transfer relating to the transfer of shares to it and PROVIDED FURTHER THAT, at the discretion of the Directors, the signature of any other transferee may be dispensed with. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.
31. **TRANSFER FEE.** The Company shall be entitled to charge a fee not exceeding \$2.00 for each instrument of transfer or in the event of the Company being listed on the SGX-ST, such other sum as may from time to time be prescribed by the SGX-ST on the registration of every transfer.
32. **REGISTRATION OF TRANSFERS.** The Directors may decline to register any transfer unless the requirements set out in Regulations 28 to 32 are fully complied with. All instruments of transfer which are registered may be retained by the Company.
33. **REGISTRATION OF TRANSFERS MAY BE SUSPENDED.** The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine; PROVIDED ALWAYS THAT such registration shall not be suspended for more than thirty days in any year.

### TRANSMISSION OF SHARES

34. **ON DEATH OF MEMBER, SURVIVOR OR EXECUTOR ONLY RECOGNISED.**
- (1) In the case of the death of a Member, the survivor or survivors, where the deceased was a joint holder of shares, and the executors or administrators of the deceased, where he was a sole or only surviving holder of shares, shall be the only persons recognised by the Company as having any title to his shares but the Directors may require such evidence as they may deem fit in relation to such title to the shares. But nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him.
  - (2) The provisions in this Constitution relating to the transmission of shares shall not apply to any transactions affecting book-entry securities (as defined in the Securities and Futures Act (Cap. 289)).
35. **PERSON ENTITLED MAY RECEIVE DIVIDENDS WITHOUT BEING REGISTERED AS A MEMBER, BUT MAY NOT EXERCISE OTHER RIGHTS.** A person entitled to a share by

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transmission shall be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notice of or to attend or vote at meetings of the Company or, save as aforesaid, to exercise any of the rights or privileges as a Member unless and until he shall become a Member in respect of the share.

### FORFEITURE OF SHARES

36. **PAYMENT OF CALL WITH INTEREST AND EXPENSES.** If any Member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof, the Directors may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by transmission requiring him to pay such call or instalment or such part thereof as remains unpaid, together with interest at such rate as the Directors shall determine, and any expenses that may have accrued by reason of such non-payment.
37. **NOTICE REQUIRING PAYMENT TO CONTAIN CERTAIN PARTICULARS.** The notice shall name a further day (not earlier than the expiration of seven days from the date of the notice) on or before which such call or instalment, or such part as aforesaid, and all interest and expenses that have accrued by reason of such non-payment, are to be paid. It shall also name the place where payment is to be made, and shall state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.
38. **ON NON-COMPLIANCE WITH NOTICE SHARES FORFEITED ON RESOLUTION OF DIRECTORS.** 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 the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture notwithstanding that they shall have been declared.
39. **NOTICE OF FORFEITURE TO BE GIVEN AND ENTERED IN REGISTER OF MEMBERS.** When any share has been forfeited in accordance with this Constitution, notice of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given and of the forfeiture with the date thereof, shall forthwith be made in the Register of Members opposite to the shares; but the provisions of this Regulation are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
40. **DIRECTORS MAY ANNUL FORFEITURE UPON TERMS.** Notwithstanding any such forfeiture as aforesaid the Directors may, at any time before the forfeited share has been otherwise disposed of, annul the forfeiture upon the terms of payment of all calls and interest due thereon and all expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit to impose.
41. **DIRECTORS MAY DISPOSE OF FORFEITED SHARES.**
- (1) In the event of a forfeiture of shares or a sale of shares to satisfy the Company's lien thereon, the Member or other person who prior to such forfeiture or sale was entitled thereto shall be bound to deliver and shall forthwith deliver to the Company the certificate or certificates held by him for the shares so forfeited or sold.
  - (2) Every share which shall be forfeited may be sold, re-allotted or otherwise disposed of, either to the person who was before forfeiture 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 the Directors may, if necessary, authorise some person to transfer the same to such other person as aforesaid.
42. **FORMER HOLDER OF FORFEITED SHARES LIABLE FOR CALL MADE BEFORE FORFEITURE.** A shareholder whose shares have been forfeited shall, notwithstanding such



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forfeiture, be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, and interest thereon to the date of payment, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture, without any deduction of allowance for the value of the shares at the time of forfeiture.

43. **CONSEQUENCES OF FORFEITURE.** The forfeiture of a share shall involve the extinction at the time of forfeiture of all interests in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by this Constitution expressly saved or as are by the Statutes given or imposed in the case of past Members.
44. **TITLE TO FORFEITED SHARE** A statutory declaration in writing that the declarant is a Director of the Company and that a share has been duly forfeited in pursuance of this Constitution and stating the date upon which it was forfeited shall, as against all persons claiming to be entitled to the share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated, and such declaration, together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof, and a certificate of proprietorship of the share under the Seal delivered to the person to whom the same is sold or disposed of, shall constitute a good title to the share, and (subject to the execution of any necessary transfer) such person shall be registered as the holder of the share, 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 or disposed of. Such person shall be discharged from all calls made prior to such sale or disposition, and shall not be bound to see to application of the purchase money (if any) nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

### CONVERSION OF SHARES INTO STOCK

45. **POWER TO CONVERT INTO STOCK.** The Company may by ordinary resolution passed at a general meeting convert any paid up shares into stock and reconvert any stock into paid up shares of any denomination.
46. **TRANSFER OF STOCK.** The holders of stock may transfer the same or any part thereof in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances admit; but the Directors may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum.
47. **RIGHTS OF STOCKHOLDERS.** The holders of stock shall according to the number of stock units held by them have the same rights privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by any such aliquot part of stock which would not if existing in shares have conferred that privilege or advantage.
48. **INTERPRETATION.** Such of the regulations of the Company as are applicable to paid up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

### ALTERATION OF CAPITAL

49. **COMPANY MAY INCREASE ITS CAPITAL.** The Company in general meeting may from time to time and in the manner and to the extent permitted under the Act (and the listing rules of the SGX-ST, for so long as the shares of the Company are listed on the SGX-ST) increase its capital by the creation and issue of new shares, such aggregate increase to be of such amount and as the Company by the resolution authorising such increase directs.
50. **POWER TO ISSUE INSTRUMENTS.** Notwithstanding Regulation 12, the Company may by

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ordinary resolution in general meeting give to the Directors general authority, either unconditionally or subject to such conditions as may be specified in the ordinary resolution, to:

- (A) (i) issue shares in the capital of the Company whether by way of rights, bonus or otherwise; and/or
- (ii) make or grant offers, agreements or options (collectively “**Instruments**”) that might or would require shares to be issued, including but not limited to the creation and issue of (as well as adjustments to) warrants, debentures or other instruments convertible into shares; and
- (B) (notwithstanding the authority conferred by the ordinary resolution may have ceased to be in force) issue shares in pursuance of any Instrument made or granted by the Directors while the ordinary resolution was in force;

provided that:

- (1) in the event of the Company being listed on the SGX-ST, the aggregate number of shares to be issued pursuant to the ordinary resolution (including shares to be issued in pursuance of Instruments made or granted pursuant to the ordinary resolution) shall be subject to such limits and manner of calculation as may be prescribed by the listing rules of the SGX-ST;
- (2) in exercising the authority conferred by the ordinary resolution, the Company shall comply with the provisions of the listing rules of the SGX-ST for the time being in force (unless such compliance is waived by the SGX-ST) and these Regulations; and
- (3) (unless revoked or varied by the Company in general meeting) the authority conferred by the ordinary resolution shall not continue in force beyond the conclusion of the annual general meeting of the Company next following the passing of the ordinary resolution, or the date by which such annual general meeting of the Company is required by law to be held, or the expiration of such other period as may be prescribed by the Statutes (whichever is the earliest).

51. **COMPANY MAY ALTER ITS CAPITAL.** The Company may by ordinary resolution alter its share capital in the manner and to the extent permitted under the Act (and the listing rules of the SGX-ST, for so long as the shares of the Company are listed on the SGX-ST) including without limitation:

- (1) consolidate and divide all or any of its shares; or
- (2) cancel any shares which at the date of the passing of the resolution have not been taken, or agreed to be taken, by any person or which have been forfeited and diminish the amount of its capital by the number of shares so cancelled in accordance with the Act; or
- (3) sub-divide its existing shares, or any of them, subject, nevertheless, to the provisions of the Statutes and so that as between the resulting shares, one or more of such shares may by the resolution by which such subdivision is effected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others or any other of such shares; or
- (4) convert its share capital or any class of shares from one currency to another currency.

52. **COMPANY MAY REDUCE ITS CAPITAL.** The Company may by special resolution reduce its share capital in any manner authorised and subject to any conditions prescribed by the Statutes. Where the Company’s share capital is reduced in accordance with the Act, a Member (past or present) shall not be liable in respect of the issue price of any share to any call or contribution greater in amount than the difference (if any) between the issue price of the share and the aggregate of the amount paid up on the share (if any) and the amount reduced on the share. This provision shall not apply to Treasury Shares held by the Company and the Company is

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entitled to cancel its Treasury Shares in the manner prescribed by the Act.

53. **SHARE REPURCHASE.** Subject to and in accordance with the provisions of the Act, the listing rules of the SGX-ST, and other written law, the Company may purchase or otherwise acquire ordinary shares, stocks, preference shares, options, debentures, debenture stocks, bonds, obligations, securities, and all other equity, derivative, debt and financial instruments issued by it on such terms as the Company may think fit and in the manner prescribed by the Act.

Where ordinary shares or stocks are purchased or acquired by the Company in accordance with the provisions of the Act, the Company may hold the shares or stocks (or any of them) or deal with any of them, at any time.

Any ordinary share which is so purchased or acquired by the Company shall be deemed to be cancelled immediately on purchase or acquisition by the Company unless held in treasury; preference shares that are purchased or acquired by the Company shall be deemed to be cancelled immediately on purchase or acquisition. 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 deal with any such share which is so purchased or acquired by it in such manner as may be permitted by, and in accordance with the Act.

54. **FINANCIAL ASSISTANCE FOR ACQUISITION OF THE COMPANY'S SHARES.** Subject to the Act, the Company may from time to time, by a resolution of the Board, give financial assistance to any party for the purpose of, or in connection with, an acquisition or proposed acquisition of the shares or units of shares in the Company or the holding company if the amount of assistance does not exceed 10% of the aggregate of the total paid up capital of the Company, or by resolution of all its Members present in person or by proxy at the relevant general meeting if the amount of assistance exceeds 10% of the total paid up capital of the Company.

55. **TREASURY SHARES.** The Company may hold or deal with its Treasury Shares in the manner authorised by, or prescribed pursuant to, the Act.

In event of contravention of the above, the Company shall dispose of or cancel the excess Treasury Shares in the manner provided by the Act.

The Company shall not exercise any right in respect of the Treasury Shares, including any right to attend or vote at meetings. The Company shall be treated as having no right to vote and the Treasury Shares shall be treated as having no voting rights, any purported exercise of such a right is void.

No dividend may be paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to Members on a winding up) may be made to the Company in respect of the Treasury Shares.

### MODIFICATION OF CLASS RIGHTS

56. **RIGHTS OF SHAREHOLDERS MAY BE ALTERED.** Subject (but not limited) to the provisions of Section 74 of the Act, all or any of the rights, privileges or conditions for the time being attached or belonging to any class of shares for the time being forming part of the share capital of the Company may from time to time be modified, affected, varied, extended or surrendered in any manner with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the Members of that class. To any such separate meeting all the provisions of these Regulations as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be Members of the class holding or representing by proxy one-third of the share capital paid or credited as paid on the issued shares of the class, and every holder of shares of the class in question shall be entitled on a poll to one vote for every such share held by him.
57. **CONVERSION OF SHARES.** Subject to the provisions of the Act (and to the extent permitted under the listing rules of the SGX-ST for so long as the shares of the Company are listed on

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the SGX-ST), the Company may by special resolution passed at a general meeting convert any one class of shares for the time being forming part of the share capital of the Company into another class of shares and Regulation 56 shall apply where such conversion causes all or any of the rights, privileges or conditions for the time being attached or belonging to the first-mentioned class of shares to be modified, affected, varied, extended or surrendered in any manner.

### GENERAL MEETINGS

58. **ANNUAL GENERAL MEETINGS.** Save as otherwise permitted under the Act and/or the listing rules of the SGX-ST (for so long as the shares of the Company are listed on the SGX-ST), a general meeting shall be held in Singapore (a) within four months after the end of each financial year of the Company while it is listed on the SGX-ST, or (b) within six months after the end of each financial year in the case where the Company ceases to be listed on the SGX-ST, save that the Registrar may extend the period mentioned in (a) or (b).
59. **ANNUAL AND EXTRAORDINARY GENERAL MEETINGS.** The abovementioned general meetings shall be called annual general meetings. All other general meetings shall be held at such time and place in Singapore as may be determined by the Directors and shall be called extraordinary general meetings. A holder of ordinary shares shall be entitled to be present and vote at any general meeting in respect of any share or shares upon which all calls due to the Company have been paid. So long as the shares in the Company are listed on the SGX-ST, if required by the listing rules of the SGX-ST, all general meetings shall be held in Singapore at such location as may be determined by the Board (unless such requirement is waived by the SGX-ST).
60. **EXTRAORDINARY GENERAL MEETINGS.** The Directors may call an extraordinary general meeting whenever they think fit, and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Act.
61. **NOTICE OF MEETING.** Any general meeting at which it is proposed to pass a special resolution or a resolution of which special notice has been given to the Company, shall be called by twenty-one days' notice at least and any other general meeting by fourteen days' notice at least, provided that a general meeting notwithstanding that it has been called by a shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed (a) in the case of an annual general meeting, by all the Members entitled to attend and to vote thereat (b) in the case of extraordinary general meetings, by a majority in number of the Members having a right to attend and vote thereat, being a majority which holds not less than 95% of the total voting rights of all the Members having a right to vote at that meeting. 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 general meeting is to be held. Every notice calling a general meeting shall specify the place in Singapore and the day and the hour of meeting and be given in a manner hereinafter mentioned to such persons as are under the provisions of these Regulations entitled to receive notices of general meetings from the Company. 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. In the event of the Company being listed on the SGX-ST, at least fourteen days' notice of every such meeting shall be given by advertisement in the daily press and in writing to the SGX-ST. The accidental omission to give such notice to, or the non-receipt of such notice by, any such person shall not invalidate the proceedings or any resolution passed at any such meeting.
62. **RESOLUTION SIGNED BY ALL MEMBERS AS EFFECTIVE AS IF PASSED AT GENERAL MEETING.** Subject to the Statutes, a resolution in writing signed by all the Members for the time being entitled to receive notice of and attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be valid and effective as if the same had been passed at a general meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more Members. The expressions 'in writing' and 'signed' include approval by telefax or such other electronic communication by any such Member.

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### PROCEEDINGS AT GENERAL MEETINGS

63. **SPECIAL BUSINESS.** All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the financial statements, and the Directors' statement and the Auditor's report and any other documents required by law to be annexed to the financial statements, the election of Directors in the place of those retiring and the fixing of the remuneration of the Directors and the appointment and fixing of the remuneration of the Auditors.
64. **NO BUSINESS TO BE TRANSACTED UNLESS QUORUM PRESENT.** No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be two Members personally present or represented by proxy or attorney. A proxy representing more than one Member shall only count as one Member for the purpose of determining the quorum and 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. One person attending both as a Member and as a proxy or corporate representative shall count as only one Member for the purpose of determining the quorum. For the purpose of a quorum joint holders of any share shall be treated as one Member.
65. **IF NO QUORUM MEETING ADJOURNED OR DISSOLVED.** If within half an hour from the time appointed for the holding of a general meeting 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 at the same time and place in Singapore (or if that day is a public holiday then to the next business day following that public holiday), and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum.
66. **CHAIRMAN OF BOARD TO PRESIDE AT ALL MEETINGS.** The Chairman of the Directors shall preside as chairman at every general meeting. If at any meeting the Chairman be not present within fifteen minutes after the time appointed for holding the meeting or be unwilling to act, the Directors present shall choose one of the Directors to be the chairman of the meeting and in default of them doing so, the Members present shall choose one of the Directors to be chairman of the meeting, or if no Director be present or if all the Directors present decline to take the chair, one of their number present shall be chairman.
67. **NOTICE OF ADJOURNED MEETINGS.** The Chairman may, with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place in Singapore as the meeting shall determine. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no Member shall be entitled to any notice of any adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.
68. **HOW RESOLUTION DECIDED.**
- (1) If required by the listing rules of the SGX-ST, all resolutions at general meetings shall be voted by poll (unless such requirement is waived by the SGX-ST).
  - (2) Subject to paragraph (1) of this Regulation, at any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or on the declaration of the result of the show of hands a poll is demanded by either:-
    - (i) the Chairman of the meeting; or
    - (ii) not less than two Members present in person or by proxy and entitled to vote at the meeting; or
    - (iii) a Member or Members present in person or by proxy and representing not less than five per cent of the total voting rights of all the Members having the right

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to vote at the meeting; or

- (iv) a Member or Members present in person or by proxy and holding or representing (as the case may be) shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than five percent of the total sum paid up on all the shares conferring that right).

69. **RESULT OF VOTING.** A demand for a poll made pursuant to Regulation 68(2) may be withdrawn. Unless a poll be so demanded (and the demand be not withdrawn) or is required pursuant to Regulation 68(1), a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.
70. **VOTES COUNTED IN ERROR.** 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 not in that case unless it shall in the opinion of the Chairman be of sufficient magnitude.
71. **HOW POLL TO BE TAKEN.** No poll shall be demanded pursuant to Regulation 68(2) on the election of a Chairman or on any question of adjournment of the meeting. If a poll is required pursuant to Regulation 68(1), the poll on the election of a Chairman or on any question of adjournment of the meeting shall be taken immediately. A poll on any other question, whether required pursuant to Regulation 68(1) or demanded pursuant to Regulation 68(2), shall be taken at such time and place in Singapore, and in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was required or demanded (as the case may be). The Chairman of the meeting may (and if so required by the listing rules of the SGX-ST shall) appoint scrutineers and adjourn the meeting to some place in Singapore and time fixed by him for the purpose of declaring the result of the poll. Any business other than that upon which a poll has been demanded pursuant to Regulation 68(2) may be proceeded with at a meeting pending the taking of the poll.
72. **CHAIRMAN TO HAVE CASTING VOTE.** In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a second or casting vote.

### VOTES OF MEMBERS

73. **NUMBER OF VOTES.**
- (1) Subject to any rights or restrictions for the time being attached to any class or classes of shares, every Member present in person or by proxy or by attorney shall be entitled to vote and:
    - (a) shall have one vote on a show of hands; and
    - (b) on a poll, shall have one vote for each share which he holds or represents,

PROVIDED THAT:

- (i) the requirements in relation to the appointment of proxies under Regulation 79 are met; and
- (ii) a Depositor shall only be entitled to attend any general meeting and to speak and vote thereat if his name appears on the Depository Register seventy-two hours before the general meeting as a Depositor on whose behalf the Depository holds shares in the Company, the Company being entitled then to deem each such Depositor as holding such number of shares as is actually credited to the Securities Account of the Depositor as at such time, according to the records of the Depository as supplied by the Depository to the Company,

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or where a Depositor has appointed a proxy, such proxy as representing such number of shares.

- (2) Where the shares of the Company are of different monetary denominations, a unit of capital in each such class of shares shall, when reduced to a common denominator, carry the same voting power when such right is exercisable.
  - (3) 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.
74. **VOTING IN ABSENTIA.** Subject to these Regulations and the provisions of the Act, the Directors may, at their 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.
75. **SPLIT VOTES.** On a poll a Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
76. **VOTES OF JOINT HOLDERS OF SHARES.** In the case of joint holders any one of such persons may vote, but if more than one of such persons be present at a meeting, the person whose name stands first on the Register of Members shall alone be entitled to vote.
77. **VOTES OF MENTALLY DISORDERED MEMBER.** A person whom is mentally disordered or of unsound mind or incapable of managing himself or his affairs, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, *curator bonis*, or other legal curator and such last-mentioned persons may give their votes either personally or by proxy.
78. **MEMBERS INDEBTED TO COMPANY IN RESPECT OF SHARES NOT ENTITLED TO VOTE.** No Member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares held by him in the Company, whether in his own name or in a Securities Account, and whether alone or jointly with any other person, have been paid.
79. **APPOINTMENT OF PROXIES.**
  - (1) A Member may appoint not more than two proxies to attend and vote at the same general meeting. Save as otherwise provided in the Act:
    - (a) a Member who is not a relevant intermediary may appoint not more than two proxies to attend, speak and vote at the same general meeting and:-
      - (i) where such Member's 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; and
      - (ii) in the event of a vote by show of hands, where such Member's form of proxy appoints two proxies, only one of the two proxies as determined by that Member, or failing such determination, by the Company, shall be entitled to vote;
    - (b) a Member who is a relevant intermediary may appoint more than two proxies to attend, speak and vote at the same general meeting, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such Member. Where such Member's form of proxy appoints more than one proxy, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy; and

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- (c) in the event of a vote by show of hands, in the case of a Member who is a relevant intermediary and who is represented by more than one proxy, each proxy shall be entitled to vote on a show of hands.
- (2) The Company shall be entitled, 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.
- (3) No instrument appointing a proxy of a Depositor shall be rendered invalid merely by reason of any discrepancy between the Depositor's shareholding specified in the instrument of proxy, or where the same has been apportioned between two proxies the aggregate of the proportions of the Depositor's shareholding they are specified to represent, and the true balance standing to the Securities Account of the Depositor as appears on the Depository Register seventy-two hours before the general meeting. In the event of such discrepancy, the Directors shall be entitled to deem such proxy to represent the true balance standing to the Securities Account of the Depositor as appears on the Depository Register seventy-two hours before the general meeting, or where two proxies have been appointed by such Depositor, to apportion the said number of shares standing to his Securities Account between the two proxies in the same proportion as specified by the Depositor in appointing the proxies.
- (4) A proxy or representative need not be a Member.
- (5) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

### 80. INSTRUMENT APPOINTING A PROXY TO BE LEFT AT THE OFFICE.

- (1) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a certified copy of that power or authority:
  - (a) shall be deposited at the Office or at such other place in Singapore as is specified for that purpose in the notice convening the meeting; or
  - (b) if submitted by electronic communications, must be received through such means as may be specified by the Company for that purpose in or by way of note to or in any document accompanying the notice convening the meeting,

not less than seventy-two hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid PROVIDED THAT the Directors shall be entitled to reject any instrument of proxy lodged by any Depositor whose name does not appear on the Depository Register as a Depositor on whose behalf the Depository holds shares in the Company seventy-two hours before the general meeting at which the proxy is to act.
- (2) The Directors may, in their absolute discretion, and in relation to such Members or class of Members as they may determine, specify the means through which instruments appointing a proxy may be submitted whether by electronic communications or otherwise. Where the Directors do not so specify in relation to a Member (whether of a class or otherwise), paragraph (1)(a) of this Regulation shall apply.
- (3) The deposit of an instrument appointing a proxy does not preclude the Member concerned from attending and voting in person at the meeting, as well as for any adjournment of the meeting to which it relates. In such an event, the appointment of proxy or proxies is deemed to be revoked by the Member concerned at the point when the Member attends the meeting.



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### 81. FORM OF PROXY OR REPRESENTATIVE.

- (1) An instrument appointing a proxy or representative shall be in writing in the common form or any other form approved by the Directors and:
- (a) in the case of an individual appointing a proxy(ies), shall be signed by the appointor or by his attorney;
  - (b) in the case of a corporation appointing a proxy(ies), shall be signed on its behalf by its representative appointed in the manner set out in paragraph (1)(c) of this Regulation, or by an attorney duly authorised in writing, or (in the event that the corporation has not appointed a representative) given under its common seal or executed as a deed by signature on behalf of the corporation; and
  - (c) in the case of a corporation appointing a representative, shall be either given under its common seal or executed as a deed by signature on behalf of the corporation by:
    - (i) a director of the company and a secretary of the company;
    - (ii) at least two directors of the company;
    - (iii) a director of the company in the presence of a witness who attests the signature; or
    - (iv) such other persons authorised to do so by that corporation's constitution.

The Directors may designate procedures for authenticating any such instrument, and any such instrument not so authenticated by use of such procedures shall be deemed not to have been received by the Company.

- (2) The signatures on such instrument of proxy 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 Regulation 80, failing which the instrument may be treated as invalid.

82. **OMISSION TO INCLUDE PROXY FORM.** In the event that forms of proxy are sent to Members of the Company together with any notice of meeting, the accidental omission to include the form of proxy to, or the non-receipt of such form of proxy by any person entitled to receive a notice of meeting shall not invalidate any resolution passed or any proceeding at any such meeting.

83. **CORPORATION ACTING BY REPRESENTATIVES AT MEETING.** 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, and subject to Regulation 81(1)(c), 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 this Constitution (but subject to the Act) be deemed to be present in person at any such meeting if a person so authorised is present.

### DIRECTORS

84. **NUMBER OF DIRECTORS.** All the Directors of the Company shall be natural persons. Until otherwise determined by a general meeting the number of Directors shall not be less than two and there shall not be any maximum number.

85. **POWER TO ADD TO DIRECTORS OR FILL CASUAL VACANCY.** Subject to the provisions of this Constitution, the Company may by way of ordinary resolution appoint any person to be

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a Director. The Directors shall have power from time to time and at any time to appoint any person to be a Director, either to fill a casual vacancy or as an additional Director PROVIDED ALWAYS THAT the total number of Directors shall not exceed the prescribed maximum (if any). A Director so appointed shall retire from office at the next annual general meeting, but shall be eligible for re-election.

86. **DIRECTOR'S QUALIFICATION.** A Director shall not be required to hold any share qualification in the Company.
87. **ALTERNATE DIRECTORS.** Any Director may from time to time and at any time appoint any person (approved by a majority of the other Directors for the time being and who shall not be a person who is already a Director of the Company and who is not already an alternate Director of the Company) to be alternate Director of the Company, and may at any time remove the alternate Director so appointed by him from office. An alternate Director so appointed shall be entitled to receive remuneration from the Company and to receive notices of and attend all meetings of the Directors, and to vote as a Director at any such meeting at which the Director appointing him is not present, and generally in the absence of his appointor to perform all the functions of his appointor as a Director. Any fee paid by the Company to the alternate Director shall be deducted from the remuneration payable to his appointor. All appointments and removals of alternate Directors made by any Director in pursuance of the provisions of this Regulation shall be in writing under the hand of the Director making the same and left at the Office, or any form of electronic communication as approved by the Directors provided that such nomination by electronic communications shall be confirmed within three months by a written nomination complying with the abovementioned requirements.
88. **DIRECTORS' REMUNERATION.** Fees payable to the Directors shall from time to time be determined by the Company in general meeting and such fees 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 meeting. Unless otherwise directed by the said ordinary resolution, such fees shall be divided among the Directors in such proportions and manner as they may agree and in default of agreement equally, except that if a Director has held office for part only of the period in respect of which such fees are payable, such a Director shall be entitled only to that proportion of the fees as is related to the period during which he has held office. Fees payable to non-executive Directors shall be by a fixed sum and not by way of commission on or percentage of profits or turnover. Salaries payable to executive Directors may not include a commission on or percentage of turnover. The Directors shall also be paid such travelling, hotel and other expenses as may reasonably be incurred by them in the execution of their duties including any such expenses incurred in connection with their attendance at meetings of Directors. If by arrangement with the other Directors any Director shall perform or render any special duties or services outside his ordinary duties as a Director, the Directors may pay him special remuneration, in addition to his ordinary remuneration, and such special remuneration may be by way of additional salary or otherwise, as may be arranged PROVIDED ALWAYS THAT such special remuneration, if payable by way of fees to non-executive directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover, and if payable by way of salaries to executive directors may not include a commission on or percentage of turnover.
89. **DIRECTOR MAY BE INTERESTED IN OTHER COMPANIES.**
- (1) No Director, intending Director, Chief Executive Officer or intending Chief Executive Officer shall be disqualified by his office from contracting or entering into any arrangement or transaction with the Company either as vendor, purchaser or otherwise nor shall such contract, arrangement or transaction or any contract, arrangement or transaction entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director or Chief Executive Officer so contracting or being so interested be liable to account to the Company for any profit realised by any such contract, arrangement or transaction by reason only of such Director or Chief Executive Officer holding that office or of the fiduciary relation thereby established, but every Director and Chief Executive Officer shall observe the provisions of the Act relating to disclosure of the interests of the Directors and Chief Executive Officers in transactions or proposed transactions with the Company or of any office or

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property held by a Director or a Chief Executive Officer which might create duties or interests in conflict with his duties or interests as a Director or a Chief Executive Officer as the case may be. A Director of the Company may be or become a Director or other officer of, or otherwise be interested in, any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such other company unless the Company otherwise directs.

- (2) Subject to the Statutes, a declaration or written notice that a Director or a Chief Executive Officer is an officer or a Member of a specified corporation, a Member of a specified firm, or a partner or officer of a specified limited liability partnership and is to be regarded as interested in any transaction which may, after the date of the declaration or written notice, be made with the specified corporation, firm or limited liability partnership shall be deemed to be a sufficient disclosure under this Regulation as regards such Director or Chief Executive Officer, as the case may be, and the said transactions if it specifies the nature and extent of his interest in the specified corporation, firm or limited liability partnership and his interest is not different in nature or greater in extent than the nature and extent so specified in the declaration or written notice at the time any transaction is so made with the specified corporation, firm or limited liability partnership, but no declaration shall be of effect unless either it is given at a meeting of the Directors or the Director or Chief Executive Officer (as the case may be) takes reasonable steps to ensure that it is brought up and read at the next meeting of the Directors after it is given.

### POWERS AND DUTIES OF DIRECTORS

90. **DIRECTOR TO MANAGE COMPANY'S BUSINESS.** The business of the Company shall be managed by, or under the direction or supervision of, the Directors, who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or by this Constitution required to be exercised or done by the Company in general meeting, subject nevertheless to any Regulations of this Constitution, to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made; PROVIDED ALWAYS THAT any sale or disposal by the Directors of the Company's main undertaking shall be subject to ratification by shareholders in general meeting save in accordance with the Act.
91. **CHAIRMAN.** The Directors may from time to time elect one of their body to be Chairman of the Company for a fixed term not exceeding five years or without any limitation as to the period for which any such Director is to hold the office to which he is appointed and, on such terms as they think fit. Without prejudice to any claim a Director so appointed may have for damages for breach of any contract of service between him and the Company, his appointment as Chairman shall be subject to determination *ipso facto* if he ceases from any cause to be a Director, or if the Directors resolve that his term of office be determined. A Director holding such office as aforesaid shall receive such remuneration as the Directors may determine but shall not under any circumstances be remunerated by a commission on or percentage of turnover.
92. **CHIEF EXECUTIVE OFFICER OR MANAGING DIRECTOR.** The Directors may from time to time appoint a Chief Executive Office or Managing Director (or other equivalent position or positions) of the Company and, subject to the provisions of any contract of service entered into in any particular case, may remove or dismiss him or them from office and appoint another or others in his or their places. Where an appointment is for a fixed period such period shall not exceed five years.

A Chief Executive Officer or Managing Director (or person holding an equivalent position) who is a Director shall be subject to the same provisions as to retirement by rotation as the other Directors. A Chief Executive Officer or Managing Director (or person holding an equivalent

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position) who is a Director shall (subject to the provisions of any contract of service between him and the Company) be subject to the same provisions as to resignation and removal as the other Directors. The appointment of a Director as Chief Executive Officer or Managing Director (or other equivalent position) shall not automatically determine if he ceases from any cause to be a Director, unless the contract of service or resolution under which he holds office shall expressly state otherwise, in which event such determination shall be without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

A Chief Executive Officer or Managing Director (or person holding an equivalent position) shall receive such remuneration as the Directors may determine but shall not under any circumstances be remunerated by a commission on or a percentage of turnover.

A Chief Executive Officer or Managing Director (or person holding an equivalent position) shall at all times be under the control of the Directors but subject thereto the Directors may entrust to and confer upon a Chief Executive Officer or Managing Director (or person holding an equivalent position) for the time being 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, alter or vary all or any such powers.

93. **ATTORNEYS.** The Directors may from time to time and at any time by power of attorney appoint any company, firm or person, limited liability partnership or 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 this Constitution) 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 delegate all or any of the powers, authorities and discretions vested in him.
94. **DIRECTORS' BORROWING POWERS.** The Directors may borrow or raise such moneys from time to time for the purposes of the Company or secure the payment of such sums as they may think fit, and may secure the repayment or payment of any such sums by mortgage or charge or hypothecation of or upon all or any of the property or assets of the Company or by the issue of debentures or otherwise as they may think fit.
95. **VACANCIES IN BOARD.** The continuing Directors may act at any time notwithstanding any vacancy in their body; PROVIDED ALWAYS THAT in case the Directors shall at any time be reduced in number to less than the minimum number prescribed by this Constitution, the continuing Directors may, except in an emergency, act only for the purpose of filling up vacancies in their body to such minimum number, or of summoning a general meeting of the Company.
96. **DIRECTORS TO COMPLY WITH THE STATUTES.** The Directors shall duly comply with the provisions of the Statutes, and particularly the provisions as to registration and keeping copies of mortgages and charges, and the corporate secretarial registers and records of the Company, and entering all necessary particulars therein, and sending the necessary notices or information to the Registrar, and sending to the Registrar an annual return, together with the Certificates and particulars required by the Act, notices as to increase of capital, returns of allotments and contracts relating thereto, copies of resolutions and other particulars connected with the above. The Company may exercise the powers conferred upon it by the Act with regard to the keeping of a branch register, and the Directors may make and vary such regulations in respect of the keeping of such register as they may think fit.
97. **DIRECTORS TO CAUSE MINUTES TO BE MADE.** The Directors shall cause proper minutes to be made of all general meetings of the Company and also of all appointments of officers, and of the proceedings of all meetings of Directors and committees, and of the attendances thereat, and of all business transacted at such meetings; and any such minute of any meeting, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be conclusive evidence without any further proof of the facts thereon

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98. **DIRECTORS MAY CONTRACT WITH COMPANY.** Subject to Regulation 89, a Director or Chief Executive Officer, as the case may be, may contract with and be interested in any transaction or proposed contract transaction with the Company and shall not be liable to account for any profit made by him by reason of any such contract; PROVIDED ALWAYS THAT the Director or Chief Executive Officer, as the case may be, (i) declares his interest in any such contract or transaction at a meeting of the Directors; or (ii) sends a written notice to the Company containing details on the nature, character and extent of his interest in the transaction or proposed transaction with the Company in accordance with and as required by the Act. No Director shall vote as a Director in respect of any contract, proposed contract, arrangement, transaction or any other proposal in which he has a personal material interest, whether directly or indirectly, although he shall be counted in the quorum present at the meeting.
99. **DIRECTORS MAY HOLD OTHER OFFICE OF PROFIT.** A Director or a Chief Executive Officer may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director or Chief Executive Officer for such period and on such terms as to remuneration and otherwise as the Directors may determine.
100. **DIRECTORS MAY ACT PROFESSIONALLY.** A Director or a Chief Executive Officer may act by himself or his firm in any professional capacity for the Company (except as Auditor) in conjunction with his office of Director or Chief Executive Officer for such period and on such terms as to remuneration and otherwise as the Directors may determine.
101. **OFFICE OF DIRECTOR VACATED IN CERTAIN CASES.** Subject as herein otherwise provided or to the terms of any subsisting agreement, the office of a Director shall be vacated:
- (1) if he ceases to be a Director by virtue of the Statutes;
  - (2) if he becomes a bankrupt or he makes any arrangement or composition with his creditors;
  - (3) if he becomes disqualified from being a Director or is prohibited from being a Director by reason of any order made under any provision of the Statutes;
  - (4) if he becomes disqualified from being a Director by virtue of his automatic disqualification or removal or the revocation of his appointment as a director, as the case may be, under any provision of the Statutes;
  - (5) if he becomes disqualified from acting as a director in any jurisdiction for reasons other than technical grounds;
  - (6) if he is found to be or become mentally disordered or of unsound mind or incapable of managing himself or his affairs;
  - (7) if he resigns from his office by notice in writing to the Company; or
  - (8) if he is removed by the Company pursuant to Regulation 107.
102. **OFFICE OF DIRECTOR VACATED IF DISQUALIFIED IN ANY JURISDICTION.** The office of a Director shall be vacated if he is disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds (in which case he must immediately resign from the Board).

### APPOINTMENT AND REMOVAL OF DIRECTORS

103. **NUMBER OF DIRECTORS MAY BE INCREASED OR REDUCED.** The Company may from time to time in general meeting increase or reduce the number of Directors.

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### 104. RETIREMENT AND/OR ELECTION OF DIRECTORS.

- (1) An election or re-election of Directors shall take place at every annual general meeting of the Company. All Directors shall retire at least once every three years.
- (2) All Directors except any Director appointed after the last annual general meeting of the Company to fill a casual vacancy or as an additional Director pursuant to Regulation 85 are subject to retirement by rotation. At every annual general meeting, one-third of the Directors for the time being (excluding any Director appointed after the last annual general meeting of the Company to fill a casual vacancy or as an additional Director pursuant to Regulation 85), or, if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office by rotation.
- (3) A retiring Director shall be eligible for re-election.
- (4) The Directors to retire by rotation in every year shall be those who have been longest in office since the last election or re-election (as the case may be), but as between persons who were elected or re-elected (as the case may be) as Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
- (5) A Director appointed by the Directors pursuant to Regulation 85 shall retire from office at the next annual general meeting, but shall be eligible for re-election.

105. **VACANCY AND EFFECT OF RETIREMENT.** Any vacancy occurring in the Board of Directors may be filled up by the Directors or by the Company by way of ordinary resolution pursuant to Regulation 85. At a general meeting at which a Director retires under any provision of this Constitution, the Company may by ordinary resolution fill the office being vacated by electing thereto the retiring Director or some other person eligible for appointment. The retirement of a Director at a general meeting shall not have effect until the conclusion of the meeting (except where a resolution is passed to elect some other person in place of the retiring Director or a resolution for his re-election is put to the meeting and not carried) and accordingly a retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.

106. **NOMINATION OF DIRECTORS FOR ELECTION.** A person who is not a retiring Director shall be eligible for election to the office of Director at any general meeting if the Member intending to propose him has, at least eleven clear days before the meeting, left at the Office of the Company a notice in writing duly signed by the nominee, giving his consent to the nomination and signifying his candidature for the office, or the intention of such Member to propose him; PROVIDED ALWAYS THAT in the case of a person recommended by the Directors for election, nine clear days' notice only shall be necessary, and notice of each and every candidature for election to the Board of Directors shall be served on the registered holders of shares at least seven days prior to the meeting at which the election is to take place.

107. **DIRECTOR MAY BE REMOVED BY ORDINARY RESOLUTION.** The Company may by ordinary resolution remove any Director before the expiration of his period of office, and may, if thought fit, by ordinary resolution appoint another Director in his stead.

### PROCEEDINGS OF DIRECTORS

108. **DIRECTOR MAY CALL MEETING OF DIRECTORS.** A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

### 109. MEETINGS OF DIRECTORS.

- (1) The Directors may meet together for the despatch of business adjourn, and otherwise regulate their meetings, as they think fit. The quorum necessary for the transaction of business may be fixed by the Directors, and unless so fixed shall be two. Questions arising at any meeting shall be decided by a simple majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote except when only

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two Directors are present and form a quorum or only two are competent to vote on the question at issue. A Director may waive notice of any meeting and any such waiver may be retroactive.

- (2) A Director may participate in a meeting of the Directors by conference telephone, videoconferencing or other means of similar communications equipment whereby all persons participating in the meeting can hear each other without a Director being in the physical presence of another Director or Directors, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting. 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
110. **CHAIRMAN OF THE BOARD.** The meetings of Directors shall be presided over by the Chairman. If at any meeting the Chairman shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act, the Directors present may choose one of their number to be Chairman of the meeting.
111. **DIRECTORS MAY DELEGATE THEIR POWERS.** The Directors may delegate any of their powers to committees consisting of such Member or Members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
112. **CHAIRMAN OF COMMITTEES.** A committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairman of the meeting.
113. **MEETINGS OF COMMITTEES.** A Committee may meet and adjourn as its Members think proper. Questions arising at any meeting shall be determined by a majority of votes of the Members present, and in case of an equality of votes, the Chairman shall have a second or casting vote except when only two Members are present and form a quorum or only two are competent to vote on the question at issue.
114. **ALL ACTS DONE BY DIRECTORS TO BE VALID.** All acts done bona fide by any meeting of Directors, or by a committee of Directors, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
115. **RESOLUTIONS IN WRITING AND MEETINGS BY CONFERENCE CALLS.**
- (1) A resolution in writing signed or approved by letter, facsimile or email or any other form of electronic communications (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) by a majority of the Directors for the time being who are not precluded from voting thereon shall be as valid and effective for all purposes as if it had been duly passed at a meeting of the Directors duly convened, held and constituted. Any such resolution may be contained in a single document or may consist of several documents all in like form. The expressions "in writing" and "signed" include electronic signature or such other copies or facsimile copies of the signature as may be approved by the Directors.
- (2) Save as herein provided and subject to the provisions of the Act, the Directors may meet together either in person at any place or by telephone, radio, conference television or similar communication equipment or any other form of audio or audio-visual communication by which all persons participating in the meeting are able to hear or be heard by all other participants, for the despatch of business, adjourn and otherwise regulate their meetings as they think fit and the quorum for such teleconference meeting shall be the same as the quorum required by a Directors' meeting provided in these Regulations. A resolution passed by such a conference shall, notwithstanding that the Directors are not present together at one place at the time of

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conference, be deemed to have passed at a meeting of the Directors held on the day and at the time at which the conference was held and shall be deemed to have been held at the registered office of the Company, unless otherwise agreed, and all Directors participating at that meeting shall be deemed for all purposes of these Regulations to be present at that meeting. The minutes of such a meeting signed by the Chairman shall be conclusive evidence of any resolution of any meeting conducted in the manner as aforesaid.

### SECRETARY

116. **APPOINTMENT OF SECRETARY.** The Secretary shall be appointed by the Directors for such term at such remuneration and upon such conditions as they may think fit. Any Secretary so appointed may be removed from office by the Directors, but without prejudice to any claim he or they may have for damages for any breach of contract of service against the Company.
117. **JOINT SECRETARIES.** If thought fit, two or more persons may be appointed as joint Secretaries.

### THE SEAL

118. **SEAL TO BE AFFIXED BY AUTHORITY OF RESOLUTION OF BOARD AND IN THE PRESENCE OF TWO DIRECTORS OR ONE DIRECTOR AND THE SECRETARY.**
- (1) Where the Company has a Seal, 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.
  - (2) Subject to the provisions of the Statutes, every instrument to which the Seal shall be affixed shall be signed autographically or by facsimile by one Director and the Secretary or a second Director or some other person appointed by the Directors save that as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that such signatures shall be dispensed with or affixed by some method of mechanical electronic signature or other method approved by the Directors.
  - (3) Where the Company has a Seal, the Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and such powers shall be exercised by the Directors.
  - (4) Where the Company has a Seal, 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".

### DIVIDENDS AND RESERVE

119. **DISTRIBUTION OF PROFITS.** Subject to any preferential or other special rights for the time being attached to any special class of shares, the profits of the Company which it shall from time to time determine to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the number of shares held otherwise than in advance of calls, 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 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 the dividend is paid, and PROVIDED THAT where a Member is a Depositor, the Company shall be entitled to pay any dividends payable to such Member to the Depository and, to the extent of the payment made to the Depository, the Company shall be discharged from any and all liability in respect of that payment.
120. **DECLARATION OF DIVIDENDS.** Subject to the Act, the Directors may, with the sanction of a general meeting, from time to time declare dividends, but no such dividend shall be payable except out of the profits of the Company. Any dividend unclaimed after six years from the date



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of declaration shall be made forfeit and revert to the Company. The Directors may, if they think fit, from time to time declare and pay to the Members such interim dividends as appear to them to be justified by the position of the Company, and may also from time to time if in their opinion such payment is so justified, pay any preferential dividends which by the terms of issue of any shares are made payable on fixed dates. No higher dividend shall be paid than is recommended by the Directors, and the declaration of the Directors as to the amount of the net profits shall be conclusive. Subject to the provisions of the Act where any asset, business or property is bought by the Company as from a past date upon the terms that the Company shall as from that date take the profits and bear the losses, thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall, for the purpose of ascertaining the fund available for dividend be included accordingly. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest by the Company, such dividend or interest when paid may at the discretion of the Directors be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof.

121. **DEDUCTION FROM DIVIDEND.** The Directors may deduct from any dividend payable to any Member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
122. **RETENTION OF DIVIDENDS ON SHARES SUBJECT TO LIEN.** The Directors may retain any dividends 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 the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
123. **RETENTION OF DIVIDENDS ON SHARES PENDING TRANSMISSION.** The Directors may retain the dividends payable on 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 under those provisions is entitled to transfer, until such person shall become a Member in respect of such shares or shall duly transfer the same.
124. **PAYMENT OTHERWISE THAN IN CASH.** Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid up shares, debentures or debenture stock of any other company or in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and 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. Any shares allotted as fully paid bonus shares in respect of the Treasury Shares shall be treated for the purposes of this Act as if they were purchased by the Company at the time they were allotted.
125. **SCRIP DIVIDEND SCHEME.**
- (1) 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 shares in the 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,

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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 Regulation;

- (c) the right of election may be exercised in respect of the whole or any part 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 any provisions of the Regulations to the contrary, the Directors may:-
    - (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.
- (2) The ordinary shares allotted pursuant to the provisions of paragraph (1) of this Regulation 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.
- (3) The Directors may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (1) of this Regulation, with full power to make such provisions as they think fit in the case of fractional entitlements to shares (including, notwithstanding any provision to the contrary in these Regulations, provisions whereby, in whole or in part, fractional entitlements are disregarded or rounded up or down, or whereby the benefit of fractional entitlements accrues to the Company rather than the Members) and to authorise any person to enter on behalf of the Members interested into agreement(s) with the Company providing for any such appropriation, capitalisation, application, payment and distribution of funds and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.
- (4) The Directors may, on any occasion when they resolve as provided in paragraph (1) of this Regulation, 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

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of ordinary shares the transfer of which is registered, after such date as the Directors may fix subject to such exceptions as the Directors think fit.

- (5) The Directors may, on any occasion when they resolve as provided in paragraph (1) of this Regulation, 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 of Members 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.
- (6) Notwithstanding the foregoing provisions of this Regulation, if at any time after the Directors' resolution to apply the provisions of paragraph (1) of this Regulation 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 as they deem fit in the interest of the Company, cancel the proposed application of paragraph (1) of this Regulation.
126. **DIRECTORS MAY FORM RESERVE FUND AND INVEST.** The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves, which shall at the discretion of the Directors be applicable for meeting contingencies, or for repairing or maintaining any works connected with the business of the Company, or for equalising dividends, or for distribution by way of special dividend or bonus, or may be applied for such other purposes for which the profits of the Company may lawfully be applied as the Directors may think expedient in the interests of the Company, and pending such application the Directors may employ the sums from time to time so set apart as aforesaid in the business of the Company or invest the same in such securities, other than the shares of the Company, as they may select. The Directors may also from time to time carry forward such sums as they may deem expedient in the interests of the Company.
127. **DIVIDEND WARRANTS TO BE POSTED TO MEMBERS.** Every dividend warrant may, unless otherwise directed, be sent by post to the last Registered Address of the Member entitled thereto, and the receipt of the person, whose name at the date of the declaration of the dividend appears on the Register of Members or (as the case may be) the Depository Register as the owner of any share or, in the case of joint holders or joint Depositors, of any one of such joint holders or joint Depositors, shall be a good discharge to the Company for all payments made in respect of such share. No unpaid dividend or interest shall bear interest as against the Company.

### BONUS ISSUE AND CAPITALISATION OF PROFITS AND RESERVES

128. (A) The Directors may, with the sanction of an ordinary resolution of the Company (including any ordinary resolution passed pursuant to Regulation 50):
- (a) issue bonus shares for which no consideration is payable to the Company to all 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:
- (i) the date of the ordinary resolution (or such other date as may be specified therein or determined as therein provided); or
- (ii) (in the case of an ordinary resolution passed pursuant to Regulation 50) such other date as may be determined by the Directors,
- in proportion to their then holdings of shares; and/or
- (b) capitalise any sum standing to the credit of any of the Company's reserve accounts or other undistributable reserve or any sum standing to the credit of

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profit and loss account by appropriating such sum to all 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:

- (i) the date of the ordinary resolution (or such other date as may be specified therein or determined as therein provided); or
- (ii) (in the case of an ordinary resolution passed pursuant to Regulation 50) such other date as may be determined by the Directors,

in proportion to their then holdings of shares and applying such sum on their behalf in paying up in full unissued shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being issued, unissued shares of any other class not being redeemable shares) for allotment and distribution credited as fully paid up to and amongst them as bonus shares in the proportion aforesaid.

The Directors may do all acts and things considered necessary or expedient to give effect to any such bonus issue and/or capitalisation, with full power to the Directors to make such provisions as they think fit for any fractional entitlements which would arise on the basis aforesaid (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the Members concerned). The Directors may authorise any person to enter on behalf of all the Members interested into an agreement with the Company providing for any such bonus issue and/or capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

- (B) In addition and without prejudice to the powers provided for by paragraph (A) of this Regulation, the Directors shall have power to issue shares for which no consideration is payable and/or 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 new shares, in each case on terms that such shares shall, upon issue, be held by or for the benefit of such person or persons as the Directors may in their absolute discretion deem fit, including (but not limited to) participants of any share incentive or option scheme or plan implemented by the Company and approved by shareholders in general meeting, all in such manner and on such terms as the Directors shall think fit.

### FINANCIAL STATEMENTS

#### 129. FINANCIAL STATEMENTS TO BE KEPT.

- (1) The Company shall cause proper accounting and other records to be kept:
  - (a) of the assets and liabilities of the Company;
  - (b) of all sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditures take place; and
  - (c) of all sales and purchases by the Company.

The accounting and other records shall be kept at the Office, or at such other place as the Directors shall think fit, and shall always be open to the inspection of the Directors.

- (2) Any register, index, minute book, accounting record, minute or other book required by this Constitution or by the Act to be kept by or on behalf of the Company may, subject to and in accordance with the Act, be kept in hard copy form or in electronic form, and arranged in the manner that the Directors think fit. If such records are kept in electronic form, the Directors shall ensure that they are capable of being reproduced in hard copy

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form, and shall provide for the manner in which the records are to be authenticated and verified. In any case where such records are kept otherwise than in hard copy form, the Directors shall take reasonable precautions for ensuring the proper maintenance and authenticity of such records, guarding against falsification and facilitating the discovery of any falsifications.

130. **INSPECTION BY MEMBERS.** The Directors shall from time to time determine whether in any particular case or class of cases, or generally, and to what extent, and at what times and places and under what conditions or regulations, the accounting and other records of the Company, or any of them shall be open to the inspection of Members, and no Member (not being a Director) shall have any rights of inspecting any record or book or document of the Company, except as conferred by the Statutes or authorised by the Directors or by a resolution of the Company in general meeting.
131. **FINANCIAL STATEMENTS TO BE LAID BEFORE COMPANY.** The Directors shall lay before the Company at its annual general meeting such financial statements, consolidated financial statements (if any), reports and related documents to shareholders as are referred to in the Act for the financial year in respect of which the annual general meeting is held, provided that this is for the period following the preceding financial statements or (in the case of the first financial statements) since the incorporation of the Company.
132. **COPIES OF FINANCIAL STATEMENTS.** A copy of the financial statements which is to be laid before a general meeting of the Company (including every document required by law to be comprised therein or attached or annexed thereto) shall, not less than fourteen days before the date appointed for holding the meeting, be sent to every Member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or of these Regulations; Provided that this Regulation shall not require a copy of these documents to be sent to more than one of any joint holders of any shares or debentures or to any person whose address the Company is not aware, and these documents may, subject to the listing rules of the SGX-ST, be sent less than fourteen days before the date of the general meeting if all persons entitled to receive notices of general meetings from the Company so agree, but any Member or holder of debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office.
133. **VOLUNTARY REVISION OF DEFECTIVE FINANCIAL STATEMENTS.** To the extent permitted under the Act, the Directors may cause the financial statements of the Company to be revised if it appears to them that the financial statements do not comply with the requirements of the Act, PROVIDED ALWAYS THAT any amendments to the financial statements are limited to the aspects in which the financial statements did not comply with the provisions of the Act, and any other consequential revisions.

### AUDIT

134. **ACCOUNTS TO BE AUDITED.** Once at least in every year the accounts of the Company shall be examined, and the correctness of the financial statements ascertained by one or more Auditor or Auditors, and the Act and any modification or re-enactment thereof for the time being in force in regard to audit and Auditors shall be observed.

### NOTICES

135. **SERVICE OF NOTICES.**
- (1) Without prejudice to paragraph (2) of this Regulation, a notice or any other document may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his Registered Address, or by facsimile transmission to such number provided for that purpose in his Registered Address.
- (2) (a) Without prejudice to paragraph (1) of this Regulation, but subject otherwise to the Act and (where applicable) the listing rules of the SGX-ST relating to electronic communications, any notice or document (including, without

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limitation, any financial statements, circular or report) which is required or permitted to be given, sent or served under this Constitution or the Statutes by the Company, or by the Directors, to a Member may be given, sent or served by electronic communications as follows:

- (i) using electronic communications to the current address (as defined in the Act) of that person;
- (ii) by making it accessible on a website prescribed by the Company from time to time;
- (iii) sending of data storage devices, including, without limitation, CD-ROMs and USB drives to the Registered Address of that person;
- (iv) in such manner as the Company and the Member may agree; or
- (v) any other means in the manner as may be permitted under the Statutes.

in accordance with the Regulations of this Constitution and the Statutes, and provided always that any requirements under the listing rules of the SGX-ST are complied with.

- (b) For the purposes of paragraph (2)(a) of this Regulation, a Member shall be implied to have consented to and agreed to receive such notices or documents, including but not limited to circulars and annual reports, by way of such electronic communications and shall not have a right to elect to receive a physical copy of such notice or document.
  - (c) Notwithstanding paragraph (2)(b) of this Regulation, for the purposes of paragraph (2)(a) of this Regulation, where there is express consent from a Member, the Company may send notices or documents, including circulars and annual reports, by way of electronic communications.
  - (d) Notwithstanding paragraph (2)(b) of this Regulation, but subject otherwise to the Act and (where applicable) the listing rules of the SGX-ST, the Directors may, at their discretion, at any time give a Member by notice in writing an opportunity to elect within such period of time specified in the notice whether to receive such notice or document by way of electronic communications or as a physical copy, and if he fails to make an election within the time so specified, a Member shall be deemed to have consented to receive such notice or document by way of electronic communications and he shall not in such an event have a right to receive a physical copy of such notice or document.
- (3) All notices directed to be given to the Members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register of Members, and any notice so given shall be sufficient notice to all the holders of such share.
  - (4) In the event of the Company being listed on the SGX-ST, if required by the listing rules of the SGX-ST, when the Company uses electronic communications to send a document to a Member, the Company shall inform the Member as soon as practicable of how to request a physical copy of that document from the Company, and the Company shall provide a physical copy of that document upon such request.
136. **SERVICE OF NOTICES AND DOCUMENTS OUTSIDE SINGAPORE.** Notwithstanding Regulation 135, any Member whose Registered Address is outside Singapore and who has not supplied an address within Singapore for the service of notices and documents shall not be entitled to receive any such notices or documents from the Company.
137. **NOTICES IN CASE OF DEATH OR BANKRUPTCY.** Any notice or document delivered or sent

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by post or left at the Registered Address or given, sent or served using alternative permitted form to the current address (as the case may be) to any Member in pursuance of this Constitution shall, notwithstanding that such Member be then deceased or that the Member is bankrupt, and whether or not the Company have notice of his demise or bankruptcy, be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such Member until some other person be registered in his stead as the holder or joint holders thereof and such service shall for all purposes of this Constitution be deemed a sufficient service of such notice or document on his executors or administrators and all persons (if any) jointly interested with him in any such share.

### 138. WHEN SERVICE DEEMED EFFECTED.

- (1) Any notice or other document, if served personally, shall be deemed to have been duly given, sent, served or delivered at the time the same is left at the Member's Registered Address. Any notice or other document, if sent by post, shall be deemed to have been duly given, sent, served or delivered at the time when the letter containing the same is put into the post, and in proving such service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as a prepaid letter. Any notice or other document, if sent by facsimile transmission, shall be deemed to have been duly given, sent, served or delivered at the same time the same would have reached the Member in the normal course.
- (2) Where a notice is given, sent or served using electronic communications:
  - (a) to the current address of such person pursuant to Regulation 135(2)(a)(i), it shall be deemed to have been duly given, sent or served upon transmission of the electronic communication by the e-mail server or facility operated by the Company or its service provider to the current address of such person (notwithstanding any delayed receipt, non-delivery of "returned mail" reply message or any other error message indicating that the electronic communication was delayed or not successfully sent) unless otherwise provided under the Act and/or other applicable regulation or procedures; and
  - (b) by making it available on a website pursuant to Regulation 135(2)(a)(ii), it shall be deemed to have been duly given, sent or served on the date on which the notice or document is first made available on that website, subject to the Act and/or the listing rules of the SGX-ST.
- (3) Any notice on behalf of the Company or of the Directors shall be deemed effectual if it purports to bear the signature of the Secretary or other duly authorised officer of the Company, whether such signature is printed, written or electronically signed.
- (4) Where a notice or document is given, sent or served to a Member by making it available on a website pursuant to Regulation 135(2)(a)(ii), the Company shall give separate notice to the Member of the publication of the notice or document on that website and the manner in which the notice or document may be accessed by any one or more of the following means:
  - (a) by sending such separate notice to the Member personally or through the post pursuant to Regulation 135(1);
  - (b) by sending such separate notice to the Member using electronic communications to his current address pursuant to Regulation 135(2)(a);
  - (c) by way of advertisement in the daily press; and/or
  - (d) by way of announcement on the website of the SGX-ST.

### WINDING UP

139. **DISTRIBUTION IN SPECIE.** If the Company shall be wound up, the liquidators may, with the

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sanction of a special resolution, divide among the Members in specie any part of the assets of the Company and any such division may be otherwise than in accordance with the existing rights of the Members, but so that if any division is resolved on otherwise than in accordance with such rights the Members shall have the same right of dissent and consequential rights as if such resolution were a special resolution passed pursuant to the Act. A special resolution sanctioning a transfer or sale to another company duly passed pursuant to the Act may in like manner authorise the distribution of any shares or other consideration receivable by the liquidators amongst the Members otherwise than in accordance with their existing rights, and any such determination shall be binding upon all the Members subject to the right of dissent and consequential rights conferred by the Act.

140. **REMUNERATION OF LIQUIDATOR.** If the Company shall be wound up voluntarily, no commission or fee shall be paid to the liquidator unless it shall have been ratified by Members of the Company in a general meeting. The amount of such payment shall be notified to all shareholders at least seven days prior to the meeting at which it is to be considered.

### INDEMNITY

141. **DIRECTORS AND OFFICERS ENTITLED TO INDEMNITY.** To the extent permitted by law and subject to the Act, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all expenses, charges, cost, damages, claims, proceedings, losses or liabilities whatsoever which he may sustain or incur or to be incurred in or about the execution of the duties of his office or otherwise in relation thereto unless the same shall happen through his own negligence, willful default, breach of duty or breach of trust, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto unless the same shall happen through his own negligence, willful default, breach of duty or breach of trust.

### DESTRUCTION OF DOCUMENTS

142. **TIME FRAME FOR DESTRUCTION.** 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 two years from the date of recording thereof and all certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation thereof and it shall be conclusively presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. PROVIDED ALWAYS THAT: -

- (1) 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;
- (2) the Company shall adequately record for future reference the information required to be contained in any company records;
- (3) 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 Regulation; and
- (4) references herein to the destruction of any document include references to the disposal thereof in any manner.



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### POWER TO AUTHENTICATE DOCUMENTS

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

### ALTERATION OF CONSTITUTION

144. Where this Constitution has been approved by the SGX-ST, no provisions of this Constitution shall be deleted, amended or added without the prior written approval of the SGX-ST which had previously approved this Constitution, if so required by the rules or regulations of the SGX-ST.

### SECRECY

145. No Member shall be entitled to require the Company to disclose any information relating to any trade, business, product or process which is secret in nature which may relate to the conduct of the business of the Company and which the Directors determine to be inexpedient and inadvisable to communicate in the best interest of the Members save as may be authorised by law or required by the listing rules of the SGX-ST.

### PERSONAL DATA

146. A Member who is a natural person is deemed to have consented to the collection, use and disclosure of his personal data (whether such personal data is provided by that Member or is collected through a third party) by the Company (or its agents or service providers) from time to time for any of the following purposes:
- (a) Implementation and administration of any corporate action by the Company (or its agents or service providers);
  - (b) Internal analysis and/or market research by the Company (or its agents or service providers);
  - (c) Investor relations communications by the Company (or its agents or service providers);
  - (d) Administration by the Company (or its agents or service providers) of that Member's holding of shares in the Company;
  - (e) Implementation and administration of any service provided by the Company (or its agents or service providers) to its Members to receive notices of meetings, annual reports and other Member communications and/or for proxy appointment, whether by electronic means or otherwise;
  - (f) Processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for any general meetings (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to any general meetings (including any

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adjournment thereof);

- (g) Implementation and administration of, and compliance with, any provision of this Constitution;
- (h) Compliance with any applicable laws, listing rules of the SGX-ST, takeover rules, regulations and/or guidelines; and
- (i) Purposes which are reasonably related to any of the above purpose.

Any Member who appoints a proxy and/or representative for any general meeting and/or any adjournment thereof is deemed to have warranted that where such Member discloses the personal data of such proxy and/or representative to the Company (or its agents or service providers), that the Member has obtained the prior consent of such proxy and/or representative for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy and/or representative for the purposes specified in paragraphs (f) and (h) of this Regulation, and is deemed to have agreed to indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of such Member's breach of warranty.

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## APPENDIX 3: COMPARISON OF MAIN DIFFERENCES IN THE NEWCO CONSTITUTION

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Set out below are the principal provisions in the NewCo Constitution which are significantly different from the equivalent provisions in the Company's Constitution, with the main differences blacklined:

### **TABLE A** **MODEL CONSTITUTION**

1. ~~TABLE A~~ **MODEL CONSTITUTION EXCLUDED.** -The regulations in ~~Table A in the Fourth Schedule to the Act~~ Companies (Model Constitutions) Regulations 2015 (Cap. 50, S833/2015) shall not apply to the Company except so far as the same are repeated or contained in ~~these Articles~~ this Constitution.

### **INTERPRETATION**

2. **INTERPRETATION CLAUSE.** -In ~~these Articles~~ this Constitution the words standing in the first column of the ~~Table~~ table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context.

<b>WORDS</b>	<b>MEANINGS</b>
<u>Account Holder</u>	<u>A person who has an account directly with the Depository and not through a Depository Agent.</u>
<u>Act</u>	<u>The Companies Act (Cap. 50) and any statutory modification, amendment or re-enactment thereof for the time being in force, and every other Act for the time being in force concerning companies and affecting the Company.</u>
<u>Auditors</u>	<u>The auditors of the Company, for the time being.</u>
<u>Board</u>	<u>The board of Directors of the Company for the time being.</u>
<u>Chief Executive Officer</u>	<u>The chief executive officer of the Company for the time being (or any other equivalent appointment, howsoever described).</u>
<u>Company</u>	<u>Avi-Tech <del>Electronics Holdings</del> Limited or by whatever name from time to time called.</u>
<del>Articles</del> <u>Constitution</u>	<u>These <del>Articles</del> This constitution or other regulations of Association the Company for the time being in force as originally framed, or as altered <del>amended</del> from time to time <del>by special resolution</del>.</u>
<u>Depositor</u>	<u>Shall have the meaning ascribed to it in the Securities and Futures Act (Cap. 289).</u>
<u>Depository</u>	<u>Shall have the meaning ascribed to it in the Securities and Futures Act (Cap. 289). <del>The Central Depository (Pte) Limited or any other corporation approved by the Minister as a depository company or corporation for the purposes of the Act, which operates the Central Depository System for the holding and transfer of book-entry securities.</del></u>

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Depository Agent	<del>Shall have the meaning ascribed to it in the Securities and Futures Act (Cap. 289). A member company of the Securities Exchange, a trust company (licensed under the Trust Companies Act 2005), a banking corporation or merchant bank (approved by the Monetary Authority of Singapore under the Monetary of Singapore Act) or any other person or body approved by the Depository who (a) performs services as a depository agent for sub-account holders in accordance with the terms of a depository agent agreement entered into between the Depository and the depository agent; (b) deposits book-entry securities with the Depository on behalf of the sub-account holders; and (c) establishes an account in its name with the Depository.</del> Shall have the Depository in respect of book-entry securities (as defined meaning ascribed to it in the <u>Securities and Futures Act</u> ). (Cap. 289).
Depository Register	<del>The register of holders maintained by</del> Shall have the Depository in respect of book-entry securities (as defined meaning ascribed to it in the <u>Securities and Futures Act</u> ). (Cap. 289).
Directors	<del>The Directors</del> directors for the time being of the Company.
Market Day	A day on which the <del>Securities Exchange</del> SGX-ST is open for securities trading.
Member (and any references to a shareholder)	<del>Any registered holder of shares in the Company for the time being, or where such registered holder of any shares or shareholder is the Depository, a Depositor named in the Depository Register (for such period as shares are entered in the Depositor's Securities Account), excluding the Company where it is a member by reason of its holding of its shares as Treasury Shares. the Depositors on whose behalf the Depository holds the shares PROVIDED ALWAYS THAT (a) a Depositor shall only be entitled to attend any general meeting and to speak and vote thereat if his name appears on the Depository Register forty-eight hours before the general meeting as a Depositor on whose behalf the Depository holds shares in the Company, the Company being entitled then to deem each such Depositor as holding such number of shares as is actually credited to the Securities Account of the Depositor as at such time, according to the records of the Depository as supplied by the Depository to the Company, or where a Depositor has appointed a proxy, such proxy as representing such number of shares or where a Depositor has appointed two proxies and specified the proportion of his shares which each proxy is to represent, to apportion the said number of shares standing to his Securities Account between the two proxies in the same proportion as specified by the Depositor in appointing the proxies; (b) the Company shall be entitled to reject any instrument of proxy lodged by any Depositor whose name does not appear on the Depository Register as a Depositor on whose behalf the Depository holds shares in the Company forty-eight hours before the general meeting at which the proxy is to act; (c) the Company shall not be obliged to enter the names and particulars of such Depositor in its Register of Members; (d) the Company shall be entitled to pay any dividends payable to such Depositor to the Depository and, to the extent of the payment made to the Depository, the Company shall be discharged from any and all liability in respect of that payment; and (e) the provisions in these Articles relating to the transfer, transmission or certification of shares shall not apply to any transactions affecting book-entry securities (as defined in the Act). PROVIDED FURTHER THAT any reference to a</del>

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	<del>THAT any reference to a Member does not include the Company itself where it is such a member by virtue of its holding shares as treasury shares.</del>
Office	The registered office for the time being of the Company.
<u>Registered Address or Address</u>	<u>In relation to any Member, his physical address for the service or delivery of notices or documents personally or by post as appearing in the Register of Members or the Depository Register (as the case may be), except where otherwise expressly provided in this Constitution.</u>
Register of Members	The register of <del>M</del> members of the Company maintained by the Company pursuant to <del>Section 190 of the Act on which the Company shall enter the name of every person who is a registered holder of shares in the Company including the Depository PROVIDED ALWAYS THAT the Depository shall be deemed not to be a member of the Company.</del>
<u>Registrar</u>	<u>Registrar of Companies appointed under the Act and includes any Deputy or Assistant Registrar of Companies.</u>
<u>Regulations</u>	<u>These regulations of the Company contained in this Constitution for the time being in force.</u>
Seal	The <del>Common Seal</del> <u>common seal</u> of the Company.
Securities Account	The securities account maintained by a Depositor with the Depository.
<u>Securities Exchange</u>	<del>The</del> Singapore Exchange Securities Trading Limited. <u>SGX-ST</u>
<u>Sub-account Holder</u>	<u>The holder of an account maintained with a Depository Agent.</u>
Statutes	The Act and every other legislation for the time being in force concerning companies and affecting the Company, <u>including any regulations, orders and/or official directions for the time being in force, and the listing rules of the SGX-ST, provided always that a waiver granted in connection to any such law shall be treated as due compliance with such relevant law.</u>
<u>Treasury Shares</u>	<u>Issued shares of the Company which were (or are treated as having been) purchased by the Company in circumstances which the Act applies and are held by the Company.</u>

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References in this Constitution to "holder(s)" 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 this Constitution or where the term "registered holders" or "registered holder" is used in this Constitution;
- (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 this Constitution, exclude the Company in relation to shares held by it as Treasury Shares,

and "holding" and "held" shall be construed accordingly.

The expression "Secretary" shall include any person appointed by the Directors to perform any of the duties of the ~~Secretary~~secretary of the Company and where two or more persons are appointed to act as ~~Joint Secretaries~~joint secretaries shall include any one of those persons.

Expressions referring to writing shall, unless the contrary intention appears, (except where otherwise expressly specified in this Constitution or the context otherwise requires, and subject to any limitations, conditions or restrictions contained in the Act) be construed as including references to printing, lithography, photography, and any other modes of representing or reproducing words, symbols or other information in a visible form, whether in a physical document or in an electronic communication or form or otherwise howsoever.

The expressions "current address", "electronic communication" and "relevant intermediary" shall have the meanings ascribed to them respectively in the Act.

Words denoting the singular shall, where applicable, include the plural and vice versa. Words denoting the masculine gender ~~only~~shall, where applicable, include the feminine and neuter gender and vice versa. Words denoting persons shall, where applicable, include corporations and limited liability partnerships.

Subject as aforesaid, any words or expressions defined in the Statutes or the Interpretation Act, Chapter 1 of Singapore shall, unless the context otherwise requires, bear the same meanings ~~in these Articles~~this Constitution.

The headnotes are inserted for convenience only and shall not affect the construction of this Constitution.

A reference in this Constitution to any enactment is a reference to that enactment for the time being amended or re-enacted.

#### **COMMENCEMENT OF BUSINESS**

- 3. (1) The Company is a public company. Subject to provisions of the Act and any other written law and this Constitution, 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.
- (2) The registered office of the Company will be situated in the Republic of Singapore.
- (3) The liability of the Members is limited.

SHARES

3.4. ISSUE OF SHARES

- (1) The No shares taken by the subscribers to the Memorandum of Association shall be issued by the Directors without the prior approval of the Company in general meeting or except as permitted under the listing rules of the SGX-ST but subject thereto and to any special rights attached to any shares for the time being issued.
- (2) The Company may issue shares for which no consideration is payable to the Company.
- (3) Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a long period, the Company may, subject to the conditions and restrictions contained in the Act, pay interest on so much of that share capital (except Treasury Shares) as is for the time being paid up for the period and charge the same to capital as part of the cost of the construction of the works or buildings or the provision of the plant.
- (4) Subject as aforesaid and to these Articles, the shares shall be under the control of the , the Directors, who may allot and issue or grant options over or otherwise deal with or dispose of the same to such persons, at such times, and generally on such terms and conditions and at such times as the Directors as they think fit proper.
- (5) Any expenses (including brokerage or commission) incurred directly by the Company in the issue of new shares may be paid out of the proceeds of the issue or the Company's share capital. Such payment shall not be taken as reducing the amount of share capital of the Company.

4.5. **SPECIAL RIGHTS.** Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by ordinary resolution determine; PROVIDED ALWAYS THAT the total number of issued preference shares shall not at any time exceed the total number of issued ordinary shares of the Company or such other limit as the listing rules of the SGX-ST may prescribe, and such shares issued with such preferred, deferred or other special rights attaching to such shares of a class other than ordinary shares shall be subject to the Statutes and the rights attaching to shares of a class other than ordinary shares must be expressed in this Constitution.

5.6. **REDEEMABLE PREFERENCE SHARES.** Subject ~~(but not limited)~~ to Section 70 ~~the Act or to~~ such limitation thereof as may be prescribed by the listing rules of the Act SGX-ST, any preference shares may be issued on the terms that they are, or at the option of the Company are, liable, to be redeemed. The Company shall also have the power to issue further preference shares ranking equally with or in priority to any preference shares already issued.

6.7. **RIGHTS OF PREFERENCE SHAREHOLDERS.** Preference shares may be issued subject to such limitation as may be prescribed by the listing rules of the SGX-ST. Rights attaching to preference shares with respect to repayment of capital, participation in surplus assets and profits, cumulative or non-cumulative dividends, voting and priority of payment of capital and dividend in relation to other shares or other classes of preference shares shall be expressed in this Constitution. Holders of preference shares shall have the same rights as ordinary shareholders as regards receiving notices, reports and ~~balance sheets~~ financial statements, and attending general meetings of the Company. They shall 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 proposition to be submitted to the meeting directly affects their rights and privileges, or when the dividends on the preference shares are in arrears of more than six months.

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- 7.8. **MODIFICATION OF RIGHTS OF PREFERENCE SHAREHOLDERS** The repayment of preference capital other than redeemable preference capital, or any other alteration of preference shareholders' rights, may only be made pursuant to a special resolution of the preference shareholders concerned; PROVIDED ALWAYS THAT where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing, if obtained from the holders of three fourths of the preference shares concerned within two months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting. To any such meeting referred to in this Regulation, all the provisions of this Constitution as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be Members holding or representing by proxy one-third of the share capital paid or credited as paid on the issued preference shares, and every holder of the preference shares in question shall be entitled on a poll to one vote for every such share held by him.
- 8.9. **RIGHTS NOT VARIED BY ISSUE OF ADDITIONAL SHARES.** The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
10. **COMMISSION ON SUBSCRIPTION.** The Company may exercise the powers of paying commissions on any issue at such rate or amount and in such manner as the Directors may deem fit. Such commissions may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.
- 9.11. **NO TRUSTS RECOGNISED.** No person, other than the Depository, shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be required in any way to recognise (even when having notice thereof) any equitable, contingent future or partial interest in any share or any other rights in respect of any share other than an absolute right to the entirety thereof in the registered holder, except only as by ~~these Articles~~ this Constitution otherwise provided for or as required by the Statutes or pursuant to any order of Court.
- 40.12. **OFFER OF NEW SHARES.** Subject to any direction to the contrary that may be given by the Company in general meeting, ~~or except, in the event of the Company being listed on the SGX-ST, as permitted under the Singapore Exchange's SGX-ST's listing rules,~~ all new shares of whatever kind shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as ~~far~~ nearly as the circumstances admit, to the ~~amount~~ 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~~ Regulation.
- 44.13. **SHARE CERTIFICATES**
- (1) Subject to the provisions of the Statutes, every share certificate shall be issued under the Seal and shall specify the number and class of shares to which it relates, whether the shares are fully or partly paid-up, and the amount (if any) unpaid thereon.
- (2) Unless otherwise resolved by the Directors, securities will be allotted and certificates issued in the name of and despatched to every person whose name is entered as a Member in the Register of Members or allotted and despatched to the Depository for the account of every Depositor who is a Member, within ten ~~market days~~ Market Days (or such other periods as may be approved by any stock exchange upon which the shares of the Company may be listed) of the final applications closing date for an issue of securities or as the case may be after the lodgement of any registrable transfer.



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Every person whose name is entered as a Member in the Register of Members or in the name of the Depository, as the case may be, shall be entitled without payment to one certificate under the ~~seal of the Company~~ Seal in respect of each class of shares held by him for all his shares in that class or several certificates in reasonable denominations each for one or more of his shares in any one class upon payment of \$2.00 (or such sum as the Directors shall from time to time determine) for every certificate after the first. Stamp duty payable on such certificate shall be borne by such Member unless otherwise directed by the Directors; PROVIDED ALWAYS THAT in the case of joint holders (including Depositors) the Company shall not be bound to issue more than one certificate and delivery of such certificate to any one of them, or in the case of shares registered in the name of the Depository, to the Depository, shall be sufficient delivery to all such holders (including Depositors). PROVIDED FURTHER THAT the Company shall not be bound to register more than three persons as the joint holders of any share except in the case of executors, trustees or administrators of the estate of a deceased Member.

~~12.14.~~ **RENEWAL OF CERTIFICATES** Subject to the provisions of the Act, if a share certificate be worn out, defaced, destroyed, lost or stolen, it may be renewed on payment of such fee not exceeding ~~S\$2.00~~ or in the event of the Company being listed on the ~~Singapore Exchange SGX-ST~~ such other sum as may from time to time be prescribed by the ~~Singapore Exchange SGX-ST~~ and on such terms as the Directors think fit, if any, as to evidence and indemnity being given by the shareholder, transferee, person entitled, purchaser or ~~M~~member of the ~~Singapore Exchange SGX-ST~~ or on behalf of its/their client(s) and, in the case of destruction, loss or theft, on payment by the shareholder or person entitled to whom such renewed certificate is given of out of pocket expenses of the Company of investigating evidence including the payment of stamp duty on such certificate or in the case of defacement or wearing out, on delivery up of the old certificate. ~~Any duplicate certificate issued on or after 30 January 2006 in respect of a share certificate issued before that date shall state, in place of the historical nominal value of the shares, the amount paid on the shares and the amount (if any) unpaid on the shares.~~

#### LIEN

~~13.15.~~ **COMPANY TO HAVE LIEN ON SHARES AND DIVIDENDS.** The Company shall have a lien on every share not being a fully paid share ~~for all monies (whether presently payable or not) called or payable at a fixed time in respect of such share, and for all monies as the Company may be called upon by law to pay in respect of the shares of the member or deceased member. The Company's lien, if any, on a share shall extend to all dividends payable thereon. The Company's lien which shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such monies are due and unpaid, and to such amounts as the Company may be called upon by law to pay in respect of the shares of the Member or deceased Member. The Company's lien, if any, on a share shall extend to all dividends payable thereon.~~

~~14.16.~~ **LIEN MAY BE ENFORCED BY SALE OF SHARES.** The Directors may sell any shares subject to such lien at such time or times and in such manner as they think fit, but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable or a liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof, and giving notice of intention to sell in default, shall have been served on such Member or the persons (if any) entitled by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for seven days after such notice.

~~15.17.~~ **DIRECTORS MAY AUTHORISE TRANSFER AND ENTER PURCHASER'S NAME IN REGISTER.** To give effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser and may enter the purchaser's name in the Register of Members as holder of the shares, and the purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

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~~16.~~18. **APPLICATION OF PROCEEDS OF SALE.** The net proceeds of sale whether of a share forfeited by the Company or of a share over which the Company has a lien, shall be applied in or towards satisfaction of the amount due to the Company, or of the liability or engagement, as the case may be, and any residue after the satisfaction of the unpaid calls and accrued interest and expenses, shall be paid to the person whose shares have been forfeited, or his executors, administrators or assignees or as he directs.

~~17.~~19. **MEMBER NOT ENTITLED TO PRIVILEGES OF MEMBERSHIP UNTIL ALL CALLS PAID.** No Member shall be entitled to receive any dividend or to exercise any privilege as a Member until he shall have paid all calls for the time being due and payable on every share held by him, whether in his own name or in a Securities Account, and whether alone or jointly with any other person, together with interest and expenses (if any).

#### CALLS ON SHARES

~~18.~~20. **DIRECTORS MAY MAKE CALLS.** The Directors may, subject to the provisions of ~~these Articles~~ this Constitution, from time to time make such calls upon the Members in respect of all moneys unpaid on their shares as they think fit; PROVIDED ALWAYS THAT fourteen days' notice at least is given in respect of each call and each Member shall be liable to pay the amount of every call so made upon him to the ~~persons~~ Company, by the instalments (if any) and at the times and places appointed by the Directors. A call may be revoked or postponed as the Directors may determine.

~~19.~~21. **WHEN CALL DEEMED TO HAVE BEEN MADE.** A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

~~20.~~22. **LIABILITY OF JOINT HOLDERS.** The joint holders or joint Depositors of a share shall be jointly and severally liable to pay all calls and instalments in respect thereof.

~~21.~~23. **INTEREST ON UNPAID CALL.** If before or on the day appointed for payment thereof a call or instalment payable in respect of a share is not paid, the person from whom the same is due shall pay interest on the amount of the call or instalment at such rate as the Directors shall fix from the day appointed for payment thereof to the time of actual payment, but the Directors may waive payment of such interest wholly or in part.

~~22.~~24. **PAYMENTS IN ADVANCE OF CALLS.** Any Member may pay to the Company and the Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the monies for the time being remaining uncalled on his shares but the monies so paid in advance shall not, whilst carrying interest, confer a right to participate in the profits of the Company.

~~23.~~25. **MONIES PAID IN ADVANCE OF CALLS.** In respect of any monies paid in advance of any call, or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the Directors may pay or allow such interest as may be agreed between them and such Member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up.

~~24.~~26. **SUM PAYABLE ON ALLOTMENT DEEMED TO BE A CALL.** Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date, shall, for all purposes of ~~these Articles~~ this Constitution, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of ~~these Articles~~ this Constitution as to payment of interest and expenses, forfeiture and the like, and all the relevant provisions of ~~these Articles~~ this Constitution, shall apply as if such sum were a call duly made and notified as hereby provided.

~~25.~~27. **DIFFERENCE IN CALLS.** The Directors may, from time to time, make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.

TRANSFER OF SHARES

~~26-28.~~ **TRANSFER OF SHARES.**

- (1) ~~There shall be no restriction on the transfer of fully paid up shares (except where required by law or, where the Company is listed on the Singapore Exchange, the rules, bye-laws or the listing rules of the SGX-ST, or the rules and/or bye-laws governing the SGX-ST, and Regulations 28 to 33) Singapore Exchange) but the Directors may in their discretion refuse to register a transfer to a transferee of whom they do not approve, in the case of shares not fully paid up, PROVIDED ALWAYS THAT in the event of the Directors refusing to register a transfer of shares, they shall give to the lodging party written notice of the refusal and the precise reasons therefore within one month30 days, or in the event of the Company being listed on the Singapore ExchangeSGX-ST, within ten market daysMarket Days (or such period as the Directors may determine having regard to any limitation thereof as may be prescribed by the listing rules of the SGX-ST from time to time) after the date on which the transfer was lodged with the Companybeginning with the day on which the application for such transfer of shares was made, serve a notice in writing to the applicant stating the facts which are considered to justify the refusal as required by the Act.~~
- (2) ~~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 to register a transfer to a transferee of whom they do not approve.~~
- (3) ~~No share shall in any circumstances be issued or transferred to any infant, bankrupt or person who is mentally disordered or of unsound mind or incapable of managing himself or his affairs but nothing herein contained shall be construed as imposing on the Company any liability in respect of the registration of such transfer if the Company has no actual knowledge of the same.~~
- (4) ~~The Directors may in their sole discretion refuse to register any instrument of transfer of shares unless:~~
- ~~(a) such fee not exceeding S\$2.00 as the Directors may from time to time require, is paid to the Company in respect thereof;~~
  - ~~(b) the amount of proper duty (if any) with which each instrument of transfer is chargeable under any law for the time being in force relating to stamps is paid;~~
  - ~~(c) the instrument of transfer, duly stamped in accordance with any law for the time being in force relating to stamp duty, is deposited at the Office or at such other place (if any) as the Directors may appoint accompanied by a certificate of payment of stamp duty (if any), the certificates of the shares to which the transfer 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; and~~
  - ~~(d) the instrument of transfer is in respect of only one class of shares.~~
- (5) ~~The provisions in this Constitution relating to the transfer of shares shall not apply to any transactions affecting book-entry securities (as defined in the Securities and Futures Act (Cap. 289)).~~

~~27-29.~~ **FORM OF TRANSFER.** Every transfer shall be in writing in the form approved by the Directors and in the event of the Company being listed on the ~~Singapore Exchange, by the Singapore Exchange.SGX-ST, if required by the listing rules of the SGX-ST, by the SGX-ST.~~ Every instrument of transfer must be in respect of only one class of shares and must be duly stamped in accordance with any applicable law for the time being in force relating to stamp duty and shall be left at the Office ~~(or such other place as may be approved by the Directors from time~~

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to time) accompanied by the ~~Certificate~~certificate of the shares to be transferred and such other evidence (if any) as the Directors may reasonably require to show the right of the transferor to make the transfer.

~~28-30.~~ **TRANSFERS TO BE EXECUTED BY BOTH PARTIES.** The instrument of transfer of any share shall be executed by or on behalf of both the transferor and the transferee and be witnessed, PROVIDED ALWAYS THAT the Depository shall not be required to sign, as transferee, any instrument of transfer relating to the transfer of shares to it and PROVIDED FURTHER THAT, at the discretion of the Directors, the signature of any other transferee may be dispensed with. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.

~~29-31.~~ **TRANSFER FEE.** The Company shall be entitled to charge a fee not exceeding \$2.00 for each instrument of transfer or in the event of the Company being listed on the Singapore Exchange SGX-ST, such other sum as may from time to time be prescribed by the Singapore Exchange SGX-ST on the registration of every transfer.

~~30-32.~~ **REGISTRATION OF TRANSFERS.** The Directors may decline to register any transfer of ~~shares unless all the preceding requirements set out in Regulations 28 to 32~~ are fully complied with. All instruments of transfer which are registered may be retained by the Company.

~~31-33.~~ **REGISTRATION OF TRANSFERS MAY BE SUSPENDED.** The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine; PROVIDED ALWAYS THAT such registration shall not be suspended for more than thirty days in any year.

### TRANSMISSION OF SHARES

~~32-34.~~ **ON DEATH OF MEMBER, SURVIVOR OR EXECUTOR ONLY RECOGNISED.**

(1) In the case of the death of a Member, the survivor or survivors, where the deceased was a joint holder of shares, and the executors or administrators of the deceased, where he was a sole or only surviving holder of shares, shall be the only persons recognised by the Company as having any title to his shares but the Directors may require such evidence as they may deem fit in relation to such title to the shares. But nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him.

(2) The provisions in this Constitution relating to the transmission of shares shall not apply to any transactions affecting book-entry securities (as defined in the Securities and Futures Act (Cap. 289)).

~~33-35.~~ **PERSON ENTITLED MAY RECEIVE DIVIDENDS WITHOUT BEING REGISTERED AS A MEMBER, BUT MAY NOT EXERCISE OTHER RIGHTS.** A person entitled to a share by transmission shall be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notice of or to attend or vote at meetings of the Company or, save as aforesaid, to exercise any of the rights or privileges as a Member unless and until he shall become a Member in respect of the share.

### FORFEITURE OF SHARES

~~34-36.~~ **PAYMENT OF CALL WITH INTEREST AND EXPENSES.** If any Member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof, the Directors may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by transmission requiring him to pay such call or instalment or such part thereof as remains unpaid, together with interest at such rate as the Directors shall determine, and any expenses that may have accrued by reason of such non-payment.

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~~35.~~37. **NOTICE REQUIRING PAYMENT TO CONTAIN CERTAIN PARTICULARS.** The notice shall name a further day (not earlier than the expiration of seven days from the date of the notice) on or before which such call or instalment, or such part as aforesaid, and all interest and expenses that have accrued by reason of such non-payment, are to be paid. It shall also name the place where payment is to be made, and shall state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

~~36.~~38. **ON NON-COMPLIANCE WITH NOTICE SHARES FORFEITED ON RESOLUTION OF DIRECTORS.** 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 the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture notwithstanding that they shall have been declared.

~~37.~~39. **NOTICE OF FORFEITURE TO BE GIVEN AND ENTERED IN REGISTER OF MEMBERS.** When any share has been forfeited in accordance with ~~these Articles~~this Constitution, notice of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given and of the forfeiture with the date thereof, shall forthwith be made in the Register of Members opposite to the shares; but the provisions of this ~~Article~~Regulation are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

~~38.~~40. **DIRECTORS MAY ANNUL FORFEITURE UPON TERMS.** Notwithstanding any such forfeiture as aforesaid the Directors may, at any time before the forfeited share has been otherwise disposed of, annul the forfeiture upon the terms of payment of all calls and interest due thereon and all expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit to impose.

~~39.~~41. **DIRECTORS MAY DISPOSE OF FORFEITED SHARES.**

(1) In the event of a forfeiture of shares or a sale of shares to satisfy the Company's lien thereon, the Member or other person who prior to such forfeiture or sale was entitled thereto shall be bound to deliver and shall forthwith deliver to the Company the certificate or certificates held by him for the shares so forfeited or sold.

(2) Every share which shall be forfeited may be sold, re-allotted or otherwise disposed of, either to the person who was before forfeiture 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 the Directors may, if necessary, authorise some person to transfer the same to such other person as aforesaid.

~~40.~~42. **FORMER HOLDER OF FORFEITED SHARES LIABLE FOR CALL MADE BEFORE FORFEITURE.** A shareholder whose shares have been forfeited shall, notwithstanding such forfeiture, be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, and interest thereon to the date of payment, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture, without any deduction of allowance for the value of the shares at the time of forfeiture.

~~41.~~43. **CONSEQUENCES OF FORFEITURE.** The forfeiture of a share shall involve the extinction at the time of forfeiture of all interests in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by ~~these Articles~~this Constitution expressly saved or as are by the Statutes given or imposed in the case of past Members.

~~42.~~44. **TITLE TO FORFEITED SHARE** A statutory declaration in writing that the declarant is a Director of the Company and that a share has been duly forfeited in pursuance of ~~these Articles~~this

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Constitution and stating the date upon which it was forfeited shall, as against all persons claiming to be entitled to the share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated, and such declaration, together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof, and a certificate of proprietorship of the share under the Seal delivered to the person to whom the same is sold or disposed of, shall constitute a good title to the share, and (subject to the execution of any necessary transfer) such person shall be registered as the holder of the share, 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 or disposed of. Such person shall be discharged from all calls made prior to such sale or disposition, and shall not be bound to see to application of the purchase money (if any) nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

### CONVERSION OF SHARES INTO STOCK

~~43.45.~~ **POWER TO CONVERT INTO STOCK.** The Company may by ordinary resolution passed at a general meeting convert any paid-up shares into stock and reconvert any stock into paid-up shares of any denomination.

~~44.46.~~ **TRANSFER OF STOCK.** The holders of stock may transfer the same or any part thereof in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances admit; but the Directors may from time to time fix the minimum ~~number~~ amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, ~~but the minimum shall not exceed the issue price of the shares from which the stock arose.~~

~~45.47.~~ **RIGHTS OF STOCKHOLDERS.** The holders of stock shall according to the number of stock units held by them have the same rights privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by any such aliquot part of stock which would not if existing in shares have conferred that privilege or advantage.

~~46.48.~~ **INTERPRETATION.** Such of the regulations of the Company as are applicable to paid up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

### ALTERATION OF CAPITAL

~~47.49.~~ **COMPANY MAY INCREASE ITS CAPITAL.** The Company in ~~General Meeting~~ general meeting may from time to time and in the manner and to the extent permitted under the Act (and the listing rules of the SGX-ST, for so long as the shares of the Company are listed on the SGX-ST) increase its capital by the creation and issue of new shares, such aggregate increase to be of such ~~number~~ amount and as the Company by the resolution authorising such increase directs.

~~48.50.~~ **POWER TO ISSUE INSTRUMENTS.** ~~Subject to these Articles, Notwithstanding Regulation 12,~~ the Company may by ordinary resolution in general meeting give to the Directors general authority, either unconditionally or subject to such conditions as may be specified in the ordinary resolution, to:

- (A) (i) issue shares in the capital of the Company whether by way of rights, bonus or otherwise; and/or
- (ii) make or grant offers, agreements or options (collectively "**Instruments**") that might or would require shares to be issued, including but not limited to the creation and issue of (as well as adjustments to) warrants, debentures or other instruments convertible into shares; and

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- (B) (notwithstanding the authority conferred by the ordinary resolution may have ceased to be in force) issue shares in pursuance of any Instrument made or granted by the Directors while the ordinary resolution was in force;

provided that:

- (1) ~~in the event of the Company being listed on the SGX-ST, the aggregate number of shares to be issued pursuant to the ordinary resolution (including shares to be issued in pursuance of Instruments made or granted pursuant to the ordinary resolution but excluding shares which may be issued pursuant to any adjustments effected under any relevant instrument) shall be subject to such limits and manner of calculation, does not exceed 50 per cent (or such other limit as may be prescribed by any the listing rules of the Singapore Exchange SGX-ST) of the issued share capital of the Company (as calculated in accordance with sub-paragraph (2) below), of which the aggregate number of shares to be issued other than on a pro-rata basis to shareholders of the Company (including shares to be issued in pursuance of Instruments made or granted pursuant to any adjustments effected under any relevant Instrument) does not exceed 20 per cent (or such other limit as may be prescribed by any rules of the Singapore Exchange) of the issued share capital of the Company (as calculated in accordance with sub-paragraph (2) below);~~
- (2) ~~(subject to such manner of calculation as may be prescribed by the rules of the Singapore Exchange from time to time) for the purpose of determining the aggregate number of shares that may be issued under sub-paragraph (1) above, the percentage of issued share capital shall be calculated based on the issued share capital of the Company at the time of the passing of the ordinary resolution, after adjusting for:~~
- (a) ~~new shares arising from the conversion, exercise or vesting, as the case may be, of convertible securities, share options or share awards outstanding or subsisting at the time of the passing of the ordinary resolution; provided that such options or awards were granted pursuant to a share option scheme effected and administered in compliance with the rules of the Singapore Exchange; and~~
- (b) ~~any subsequent consolidation or subdivision of shares;~~
- (23) in exercising the authority conferred by the ordinary resolution, the Company shall comply with the provisions of the listing rules of the ~~Singapore Exchange~~SGX-ST for the time being in force (unless such compliance is waived by the ~~Singapore Exchange~~SGX-ST) and these ~~Articles~~Regulations; and
- (34) (unless revoked or varied by the Company in general meeting) the authority conferred by the ordinary resolution shall not continue in force beyond the conclusion of the ~~Annual g~~General mMeeting of the Company next following the passing of the ordinary resolution, or the date by which such ~~A~~Annual ~~G~~general Mmeeting of the Company is required by law to be held, or the expiration of such other period as may be prescribed by the Statutes (whichever is the earliest).

**49-51. COMPANY MAY ALTER ITS CAPITAL.** The Company may by ordinary resolution ~~– alter its share capital in the manner and to the extent permitted under the Act (and the listing rules of the SGX-ST, for so long as the shares of the Company are listed on the SGX-ST) including without limitation:~~

- (1) consolidate and divide all or any of its shares ~~capital~~; or
- (2) cancel any shares which at the date of the passing of the resolution have not been taken, or agreed to be taken, by any person or which have been forfeited and diminish the amount of its capital by the number of shares so cancelled in accordance with the Act; or

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(3) sub-divide its existing shares, or any of them, (subject, nevertheless, to the provisions of the Statutes), and so that ~~the resolution whereby any share is sub-divided may determine that, as as~~ between the holders of the shares resulting shares from such subdivision, one or more of ~~the such~~ such shares may ~~have any by~~ by the resolution by which such subdivision is effected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new or any other of such shares; or

(4) convert its share capital or any class of shares from one currency to another currency.

50.52. COMPANY MAY REDUCE ITS CAPITAL. The Company may by special resolution reduce its share capital in any manner authorised and subject to any conditions prescribed by the Statutes. Where the Company's share capital is reduced in accordance ~~to Section 78K with the Act~~, a Member (past or present) shall not be liable in respect of the issue price of any share to any call or contribution greater in amount than the difference (if any) between the issue price of the share and the aggregate of the amount paid up on the share (if any) and the amount reduced on the share. This provision shall not apply to ~~€~~Treasury ~~€~~Shares held by the Company, and the Company is entitled to cancel its Treasury ~~€~~Shares in the manner prescribed by the Act.

51.53. SHARE REPURCHASE. Subject to and in accordance with the provisions of the Act, the listing rules of the ~~Singapore Exchange~~SGX-ST, and other written law, the Company may purchase or otherwise acquire ordinary shares, stocks, preference shares, options, debentures, debenture stocks, bonds, obligations, securities, and all other equity, derivative, debt and financial instruments issued by it on such terms as the Company may think fit and in the manner prescribed by the Act.

Where ordinary shares or stocks are purchased or acquired by the Company in accordance with the provisions of the Act, the Company may hold the shares or stocks (or any of them) or deal with any of them, at any time.

Any ordinary share which is so purchased or acquired by the Company shall be deemed to be cancelled immediately on purchase or acquisition by the Company unless held in treasury; preference shares that are purchased or acquired by the Company shall be deemed to be cancelled immediately on purchase or acquisition. 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 deal with any such share which is so purchased or acquired by it in such manner as may be permitted by, and in accordance with the Act.

54. FINANCIAL ASSISTANCE FOR ACQUISITION OF THE COMPANY'S SHARES. Subject to the Act, the Company may from time to time, by a resolution of the Board, give financial assistance to any party for the purpose of, or in connection with, an acquisition or proposed acquisition of the shares or units of shares in the Company or the holding company if the amount of assistance does not exceed 10% of the aggregate of the total paid up capital of the Company, or by resolution of all its Members present in person or by proxy at the relevant general meeting if the amount of assistance exceeds 10% of the total paid up capital of the Company.

52.55. TREASURY SHARES. The Company may hold or deal with its Treasury Shares in the manner authorised by, or prescribed pursuant to, the Act. ~~If the Company has only one class of shares, the aggregate number of shares held as treasury shares shall not at any time exceed ten per cent of the total number of shares of the company at that time.~~

~~Where the share capital of the Company is divided into shares of different classes, the aggregate number of shares of any class held as treasury shares shall not at any time exceed 10% of the total number of the shares in that class at that time.~~

In event of contravention of the above, the ~~€~~Company shall dispose of or cancel the excess



~~Treasury s~~Shares in the manner provided by the Act.

The ~~company~~ Company shall not exercise any right in respect of the ~~€~~Treasury ~~s~~Shares, including any right to attend or vote at meetings. The Company shall be treated as having no right to vote and the ~~€~~Treasury ~~s~~Shares shall be treated as having no voting rights, any purported exercise of such a right is void.

No dividend may be paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to Members on a winding up) may be made to the Company in respect of the ~~€~~Treasury ~~s~~Shares.

### **MODIFICATION OF CLASS RIGHTS**

~~53-56.~~ **RIGHTS OF SHAREHOLDERS MAY BE ALTERED.** Subject (but not limited) to the provisions of Section 74 of the Act, all or any of the rights, privileges or conditions for the time being attached or belonging to any class of shares for the time being forming part of the share capital of the Company may from time to time be modified, affected, varied, extended or surrendered in any manner with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the Members of that class. To any such separate meeting all the provisions of these ~~Articles~~ Regulations as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be Members of the class holding or representing by proxy one-third of the share capital paid or credited as paid on the issued shares of the class, and every holder of shares of the class in question shall be entitled on a poll to one vote for every such share held by him.

~~57.~~ **CONVERSION OF SHARES.** Subject to the provisions of the Act (and to the extent permitted under the listing rules of the SGX-ST for so long as the shares of the Company are listed on the SGX-ST), the Company may by special resolution passed at a general meeting convert any one class of shares for the time being forming part of the share capital of the Company into another class of shares and Regulation 56 shall apply where such conversion causes all or any of the rights, privileges or conditions for the time being attached or belonging to the first-mentioned class of shares to be modified, affected, varied, extended or surrendered in any manner.

### **GENERAL MEETINGS**

~~54-58.~~ **ANNUAL GENERAL MEETINGS.** ASave as otherwise permitted under the Act and/or the listing rules of the SGX-ST (for so long as the shares of the Company are listed on the SGX-ST), a general meeting shall be held in Singapore once in every calendar year, at such time and place in Singapore as may be determined by the Directors, but not more than (a) within four months shall be allowed to elapse between the close after the end of each financial year and such general meeting of the Company while it is listed on the SGX-ST, or (b) within six months after the end of each financial year in the case where the Company ceases to be listed on the SGX-ST, save that the Registrar may extend the period mentioned in (a) or (b).

~~55-59.~~ **ANNUAL AND EXTRAORDINARY GENERAL MEETINGS.** The abovementioned general meetings shall be called annual general meetings. All other general meetings shall be held at such time and place in Singapore as may be determined by the Directors and shall be called extraordinary general meetings. A holder of ordinary shares shall be entitled to be present and vote at any general meeting in respect of any share or shares upon which all calls due to the Company have been paid. So long as the shares in the Company are listed on the SGX-ST, if required by the listing rules of the SGX-ST, all general meetings shall be held in Singapore at such location as may be determined by the Board (unless such requirement is waived by the SGX-ST).

~~56-60.~~ **EXTRAORDINARY GENERAL MEETINGS.** The Directors may call an extraordinary general meeting whenever they think fit, and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by ~~Section 176~~ of the Act.

**57-61. NOTICE OF MEETING.** Any general meeting at which it is proposed to pass a special resolution or a resolution of which special notice has been given to the Company, shall be called by twenty-one days' notice at least and any other general meeting by fourteen days' notice at least, provided that a general meeting notwithstanding that it has been called by a shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed (a) in the case of an annual general meeting, by all the Members entitled to attend and to vote thereat (b) in the case of extraordinary general meetings, by a majority in number of the ~~members~~ Members having a right to attend and vote thereat, being a majority which holds not less than 95% of the total voting rights of all the ~~M~~members having a right to vote at that meeting. 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 general meeting is to be held. Every notice calling a general meeting shall specify the place in Singapore and the day and the hour of meeting and be given in a manner hereinafter mentioned to such persons as are under the provisions of these ~~Articles~~ Regulations entitled to receive notices of general meetings from the Company. 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. In the event of the Company being listed on the ~~Singapore Exchange~~ SGX-ST, at least fourteen days' notice of every such meeting shall be given by advertisement in the daily press and in writing to the ~~Singapore Exchange~~ SGX-ST. The accidental omission to give such notice to, or the non-receipt of such notice by, any such person shall not invalidate the proceedings or any resolution passed at any such meeting.

**58-62. RESOLUTION SIGNED BY ALL MEMBERS AS EFFECTIVE AS IF PASSED AT GENERAL MEETING.** Subject to the Statutes, a resolution in writing signed by all the Members for the time being entitled to receive notice of and attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be valid and effective as if the same had been passed at a general meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more Members. The expressions 'in writing' and 'signed' include approval by telefax or such other electronic communication by any such Member.

#### PROCEEDINGS AT GENERAL MEETINGS

**59-63. SPECIAL BUSINESS.** All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at ~~an annual~~ an annual general meeting, with the exception of declaring a dividend, the consideration of the ~~accounts, balance sheets~~ financial statements, and the ~~reports of the Directors~~ Directors' statement and Auditors, the Auditor's report and any other documents required by law to be annexed to the balance sheets, financial statements, the election of Directors in the place of those retiring and the fixing of the remuneration of the Directors and the appointment and fixing of the remuneration of the Auditors.

**60-64. NO BUSINESS TO BE TRANSACTED UNLESS QUORUM PRESENT.** No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be two Members personally present or represented by proxy ~~or attorney~~. A proxy representing more than one Member shall only count as one Member for the purpose of determining the quorum and 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. One person attending both as a Member and as a proxy or corporate representative shall count as only one Member for the purpose of determining the quorum. For the purpose of a quorum joint holders of any share shall be treated as one Member.

**61-65. IF NO QUORUM MEETING ADJOURNED OR DISSOLVED.** If within half an hour from the time appointed for the holding of a general meeting 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 at the same time and place in Singapore (or if that day is a public holiday then to the next business day following that public holiday), and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum.

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~~62.66.~~ **CHAIRMAN OF BOARD TO PRESIDE AT ALL MEETINGS.** The Chairman of the Directors shall preside as ~~Chairman~~ chairman at every general meeting. If at any meeting the Chairman be not present within fifteen minutes after the time appointed for holding the meeting or be unwilling to act, the Directors present shall choose one of the Directors to be the chairman of the meeting and in default of them doing so, the Members present shall choose one of the Directors to be ~~Chairman~~ chairman of the meeting, or if no Director be present or if all the Directors present decline to take the chair, one of their number present shall be ~~Chairman~~ chairman.

~~63.67.~~ **NOTICE OF ADJOURNED MEETINGS.** The Chairman may, with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place in Singapore as the meeting shall determine. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no Member shall be entitled to any notice of any adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

~~64.68.~~ **HOW RESOLUTION DECIDED.**

- (1) If required by the listing rules of the ~~Securities Exchange~~ SGX-ST, all resolutions at general meetings shall be voted by poll (unless such requirement is waived by the ~~Securities Exchange~~ SGX-ST).
- (2) Subject to paragraph (1) of this Regulation ~~Article 64(1)~~, at any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or on the declaration of the result of the show of hands a poll is demanded by either:-
  - (i) the Chairman of the meeting; or
  - (ii) not less than two Members present in person or by proxy and entitled to vote at the meeting; or
  - (iii) a Member or Members present in person or by proxy and representing not less than ~~ten~~ five per cent of the total voting rights of all the Members having the right to vote at the meeting; or
  - (iv) a Member or Members present in person or by proxy and holding or representing (as the case may be) shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than five percent of the total sum paid up on all the shares conferring that right ~~not less than ten per cent of the total number of paid up shares of the Company (excluding treasury shares).~~

~~65.69.~~ **RESULT OF VOTING.** A demand for a poll made pursuant to ~~Article 64(2)~~ Regulation 68(2) may be withdrawn. Unless a poll be so demanded (and the demand be not withdrawn) or is required pursuant to ~~Article 64(1)~~ Regulation 68(1), a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.

~~66.70.~~ **VOTES COUNTED IN ERROR.** 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 not in that case unless it shall in the opinion of the Chairman be of sufficient magnitude.

~~67.71.~~ **HOW POLL TO BE TAKEN.** No poll shall be demanded pursuant to ~~Article 64(2)~~ Regulation

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68(2) on the election of a Chairman or on any question of adjournment of the meeting. If a poll is required pursuant to ~~Article 64(1)~~Regulation 68(1), the poll on the election of a Chairman or on any question of adjournment of the meeting shall be taken immediately. A poll on any other question, whether required pursuant to ~~Article 64(1)~~Regulation 68(1) or demanded pursuant to ~~Article 64(2)~~ Regulation 68(2), shall be taken at such time and place in Singapore, and in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was required or demanded (as the case may be). The Chairman of the meeting may (and if so required by the listing rules of the ~~Securities Exchange~~SGX-ST shall) appoint scrutineers and adjourn the meeting to some place in Singapore and time fixed by him for the purpose of declaring the result of the poll. Any business other than that upon which a poll has been demanded pursuant to ~~Article 64(2)~~ Regulation 68(2) may be proceeded with at a meeting pending the taking of the poll.

~~68.72.~~ **CHAIRMAN TO HAVE CASTING VOTE.** In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a second or casting vote.

#### VOTES OF MEMBERS

~~69.73.~~ **NUMBER OF VOTES.**

(1) Subject to any rights or restrictions for the time being attached to any class or classes of shares, every Member present in person or by proxy or by attorney shall be entitled to vote and:

(a) shall have one vote on a show of hands; and

(b) on a poll, every Member present in person or by proxy or by attorney shall have one vote for each share which he holds or represents.

PROVIDED THAT:

(i) the requirements in relation to the appointment of proxies under Regulation 79 are met; and

(ii) a Depositor shall only be entitled to attend any general meeting and to speak and vote thereat if his name appears on the Depository Register seventy-two hours before the general meeting as a Depositor on whose behalf the Depository holds shares in the Company, the Company being entitled then to deem each such Depositor as holding such number of shares as is actually credited to the Securities Account of the Depositor as at such time, according to the records of the Depository as supplied by the Depository to the Company, or where a Depositor has appointed a proxy, such proxy as representing such number of shares.

(2) Where the shares of the Company are of different monetary denominations, a unit of capital in each such class of shares shall, when reduced to a common denominator, carry the same voting power when such right is exercisable.

(3) 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.

~~70.74.~~ **VOTING IN ABSENTIA.** Subject to these ~~Articles~~Regulations and the provisions of the Act, the Directors may, at their 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.

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~~71.75.~~ **SPLIT VOTES.** On a poll a Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

~~72.76.~~ **VOTES OF JOINT HOLDERS OF SHARES.** In the case of joint holders any one of such persons may vote, but if more than one of such persons be present at a meeting, the ~~vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holder; and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members or the Depository Register (as the case may be).~~ person whose name stands first on the Register of Members shall alone be entitled to vote.

~~73.77.~~ **VOTES OF LUNATICMENTALLY DISORDERED MEMBER.** A person whom is mentally disordered or of unsound mind or incapable of managing himself or his affairs, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, *curator bonis*, or other legal curator and such last-mentioned persons may give their votes either personally or by proxy.

~~74.78.~~ **MEMBERS INDEBTED TO COMPANY IN RESPECT OF SHARES NOT ENTITLED TO VOTE.** No Member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares held by him in the Company, whether in his own name or in a Securities Account, and whether alone or jointly with any other person, have been paid.

~~75.79.~~ **APPOINTMENT OF PROXIES.** ~~A Member shall be entitled to be present and to vote on any question either personally or by proxy, or as proxy for another Member at any General Meeting, or upon a poll and to be reckoned in a quorum in respect of any fully paid-up shares and of any shares upon which calls due and payable to the Company shall have been paid. A proxy need not be a Member of the Company and no limit shall be imposed on the number of proxies for nominee companies (shareholders holding shares through nominee companies may attend any General Meeting as proxies). No shareholder shall be entitled so to vote or be recognised in a quorum in respect of any shares upon which any call or other sum so due and payable shall be unpaid.~~

~~(1)~~ A Member may appoint not more than two proxies to attend and vote at the same general meeting. Save as otherwise provided in the Act:

~~(a)~~ a Member who is not a relevant intermediary may appoint not more than two proxies to attend, speak and vote at the same general meeting and:-

~~(i)~~ where such Member's 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; and

~~(ii)~~ in the event of a vote by show of hands, where such Member's form of proxy appoints two proxies, only one of the two proxies as determined by that Member, or failing such determination, by the Company, shall be entitled to vote;

~~(b)~~ a Member who is a relevant intermediary may appoint more than two proxies to attend, speak and vote at the same general meeting, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such Member. Where such Member's form of proxy appoints more than one proxy, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy; and

~~(c)~~ in the event of a vote by show of hands, in the case of a Member who is a relevant intermediary and who is represented by more than one proxy, each proxy shall be entitled to vote on a show of hands.

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- (2) The Company shall be entitled, 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.
- (3) No instrument appointing a proxy of a Depositor shall be rendered invalid merely by reason of any discrepancy between the Depositor's shareholding specified in the instrument of proxy, or where the same has been apportioned between two proxies the aggregate of the proportions of the Depositor's shareholding they are specified to represent, and the true balance standing to the Securities Account of the Depositor as appears on the Depository Register seventy-two hours before the general meeting. In the event of such discrepancy, the Directors shall be entitled to deem such proxy to represent the true balance standing to the Securities Account of the Depositor as appears on the Depository Register seventy-two hours before the general meeting, or where two proxies have been appointed by such Depositor, to apportion the said number of shares standing to his Securities Account between the two proxies in the same proportion as specified by the Depositor in appointing the proxies.
- (4) A proxy or representative need not be a Member.
- (5) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

#### 76.80. INSTRUMENT APPOINTING A PROXY TO BE LEFT AT THE OFFICE.

- (1) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a ~~notarially~~ certified copy of that power or authority:-
- (a) shall be deposited at the Office or at such other place in Singapore as is specified for that purpose in the notice convening the meeting; or
- (b) if submitted by electronic communications, must be received through such means as may be specified by the Company for that purpose in or by way of note to or in any document accompanying the notice convening the meeting,

not less than ~~forty-eight~~seventy-two hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. PROVIDED THAT the Directors shall be entitled to reject any instrument of proxy lodged by any Depositor whose name does not appear on the Depository Register as a Depositor on whose behalf the Depository holds shares in the Company seventy-two hours before the general meeting at which the proxy is to act.

- ~~(4)~~(2) The Directors may, in their absolute discretion, and in relation to such Members or class of Members as they may determine, specify the means through which instruments appointing a proxy may be submitted whether by electronic communications or otherwise. Where the Directors do not so specify in relation to a Member (whether of a class or otherwise), paragraph (1)(a) of this Regulation shall apply.
- (3) The deposit of an instrument appointing a proxy does not preclude the Member concerned from attending and voting in person at the meeting, as well as for any adjournment of the meeting to which it relates. In such an event, the appointment of the proxy or proxies is deemed to be revoked by the Member concerned at the point when the Member attends the meeting.

#### 77.81. FORM OF PROXY OR REPRESENTATIVE.

- (1) An instrument appointing a proxy or representative shall be in writing in the common form or any other form approved by the Directors and:-
- (a) ~~(1)~~ —in the case of an individual, appointing a proxy(ies), shall be signed by

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the appointor or by his attorney; ~~and~~

- (b) ~~(2)~~ in the case of a corporation, shall be either appointing a proxy(ies), shall be signed on its behalf by its representative appointed in the manner set out in paragraph (1)(c) of this Regulation, or by an attorney duly authorised in writing, or (in the event that the corporation has not appointed a representative) given under its common seal or signed by its attorney or by an officer executed as a deed by signature on behalf of the corporation; and
- (c) in the case of a corporation appointing a representative, shall be either given under its common seal or executed as a deed by signature on behalf of the corporation by:
- (i) a director of the company and a secretary of the company;
  - (ii) at least two directors of the company;
  - (iii) a director of the company in the presence of a witness who attests the signature; or
  - (iv) such other persons authorised to do so by that corporation's constitution.

The Directors may designate procedures for authenticating any such instrument, and any such instrument not so authenticated by use of such procedures shall be deemed not to have been received by the Company.

- (2) The signatures on such instrument of proxy 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 Regulation 80, failing which the instrument may be treated as invalid.

**78.82. OMISSION TO INCLUDE PROXY FORM.** In the event that forms of proxy are sent to Members of the Company together with any notice of meeting, the accidental omission to include the form of proxy to, or the non-receipt of such form of proxy by any person entitled to receive a notice of meeting shall not invalidate any resolution passed or any proceeding at any such meeting.

**79.83. CORPORATION ACTING BY REPRESENTATIVES AT MEETING.** 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, and subject to Regulation 81(1)(c), the person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation which he represents as that corporation could exercise if it were an individual Member of the Company; and such corporation shall for the purposes of this Constitution (but subject to the Act) be deemed to be present in person at any such meeting if a person so authorised is present.

#### DIRECTORS

**80.84. NUMBER OF DIRECTORS.** All the Directors of the Company shall be natural persons. Until otherwise determined by a general meeting the number of Directors shall not be less than two and there shall not be any maximum number.

**81.85. POWER TO ADD TO DIRECTORS OR FILL CASUAL VACANCY.** Subject to the provisions of this Constitution, the Company may by way of ordinary resolution appoint any person to be a Director. The Directors shall have power from time to time and at any time to appoint any person to be a Director, either to fill a casual vacancy or as an additional Directors; Director PROVIDED ALWAYS THAT the total number of Directors shall not exceed the prescribed maximum (if any). A Director so appointed shall retire from office at the close of the next annual

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general meeting, but shall be eligible for re-election.

~~82-86.~~ **DIRECTOR'S QUALIFICATION AND RETIREMENT AGE LIMIT.** A Director shall not be required to hold any share qualification in the Company, but subject to the provisions of the Act he shall not be of or over the age of 70 years at the date of his appointment.

~~83-87.~~ **ALTERNATE DIRECTORS.** Any Director may from time to time and at any time appoint any person (~~not disapproved~~ approved by a majority of the other Directors for the time being and who shall not be a person who is already a Director of the Company and who is not already an alternate Director of the Company) to ~~act as his~~ be alternate Director of the Company, and may at any time remove the alternate Director so appointed by him from office. An alternate Director so appointed ~~may be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director and he shall be entitled to receive from the Company such proportion (if any) of the remuneration otherwise payable to his appointor and such appointor may by notice in writing to the Company from time to time direct, but save as aforesaid he shall not in respect of such appointment be entitled to receive any remuneration from the Company. He is also entitled~~ shall be entitled to receive remuneration from the Company and to receive notices of and attend all meetings of the Directors, and to vote as a Director at any such meeting at which the Director appointing him is not present, and generally in the absence of his appointor to perform all the functions of his appointor as a Director. Any fee paid by the Company to the alternate Director shall be deducted from the remuneration payable to his appointor. All appointments and removals of alternate Directors made by any Director in pursuance of the provisions of this Article Regulation shall be in writing under the hand of the Director making the same and left at the Office. ~~The nomination, or any form of an alternate Director shall be valid if made~~ electronic communication as approved by facsimile; PROVIDED ALWAYS THAT the Directors provided that such nomination by electronic communications shall be confirmed within three months from the date of such facsimile by a written nomination complying with the abovementioned requirements, and any act done by the alternate Director nominated in such facsimile between the date thereof and the date of the receipt within the prescribed period by the Company of the written nomination shall be as valid and effectual as if such alternate Director had been duly appointed in the first instance, whether such written nomination shall be received by the Company within the prescribed period or not.

~~84-88.~~ **DIRECTORS' REMUNERATION.** Fees payable to the Directors shall from time to time be determined by the Company in general meeting and such fees 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 meeting. Unless otherwise directed by the said ordinary resolution, such fees shall be divided among the Directors in such proportions and manner as they may agree and in default of agreement equally, except that if a Director has held office for part only of the period in respect of which such fees are payable, such a Director shall be entitled only to that proportion of the fees as is related to the period during which he has held office. Fees payable to non-executive ~~directors~~ Directors shall be by a fixed sum and not by way of commission on or percentage of profits or turnover. Salaries payable to executive ~~directors~~ Directors may not include a commission on or percentage of turnover. The Directors shall also be paid such travelling, hotel and other expenses as may reasonably be incurred by them in the execution of their duties including any such expenses incurred in connection with their attendance at meetings of Directors. If by arrangement with the other Directors any Director shall perform or render any special duties or services outside his ordinary duties as a Director, the Directors may pay him special remuneration, in addition to his ordinary remuneration, and such special remuneration may be by way of additional salary or otherwise, as may be arranged PROVIDED ALWAYS THAT such special remuneration, if payable by way of fees to non-executive directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover, and if payable by way of salaries to executive directors may not include a commission on or percentage of turnover.

~~85-89.~~ **DIRECTOR MAY BE INTERESTED IN OTHER COMPANIES.**

(1) No Director, intending Director, Chief Executive Officer or intending Chief Executive Officer shall be disqualified by his office from contracting or entering into any arrangement or transaction with the Company either as vendor, purchaser or otherwise



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nor shall such contract, arrangement or transaction or any contract, arrangement or transaction entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director or Chief Executive Officer so contracting or being so interested be liable to account to the Company for any profit realised by any such contract, arrangement or transaction by reason only of such Director or Chief Executive Officer holding that office or of the fiduciary relation thereby established, but every Director and Chief Executive Officer shall observe the provisions of the Act relating to disclosure of the interests of the Directors and Chief Executive Officers in transactions or proposed transactions with the Company or of any office or property held by a Director or a Chief Executive Officer which might create duties or interests in conflict with his duties or interests as a Director or a Chief Executive Officer as the case may be. A Director of the Company may be or become a Director or other officer of, or otherwise be interested in, any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such other company unless the Company otherwise directs.

- (2) Subject to the Statutes, a declaration or written notice that a Director or a Chief Executive Officer is an officer or a Member of a specified corporation, a Member of a specified firm, or a partner or officer of a specified limited liability partnership and is to be regarded as interested in any transaction which may, after the date of the declaration or written notice, be made with the specified corporation, firm or limited liability partnership shall be deemed to be a sufficient disclosure under this Regulation as regards such Director or Chief Executive Officer, as the case may be, and the said transactions if it specifies the nature and extent of his interest in the specified corporation, firm or limited liability partnership and his interest is not different in nature or greater in extent than the nature and extent so specified in the declaration or written notice at the time any transaction is so made with the specified corporation, firm or limited liability partnership, but no declaration shall be of effect unless either it is given at a meeting of the Directors or the Director or Chief Executive Officer (as the case may be) takes reasonable steps to ensure that it is brought up and read at the next meeting of the Directors after it is given.

#### POWERS AND DUTIES OF DIRECTORS

**86-90. DIRECTOR TO MANAGE COMPANY'S BUSINESS.** The business of the Company shall be managed by, or under the direction or supervision of, the Directors, who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or by ~~these Articles~~ this Constitution required to be exercised or done by the Company in general meeting, subject nevertheless to any ~~Regulations of these Articles~~ regulations of this Constitution, to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made; PROVIDED ALWAYS THAT any sale or disposal by the Directors of the Company's main undertaking shall be subject to ratification by shareholders in general meeting save in accordance with the Act.

**87-91. CHAIRMAN.** The Directors may from time to time elect one of their body to be Chairman of the Company- for a fixed term not exceeding five years or without any limitation as to the period for which any such Director is to hold the office to which he is appointed and, on such terms as they think fit. Without prejudice to any claim a Director so appointed may have for damages for breach of any contract of service between him and the Company, his appointment as Chairman shall be subject to determination *ipso facto* if he ceases from any cause to be a Director, or if the Directors resolve that his term of office be determined. A Director holding such office as aforesaid shall receive such remuneration as the Directors may determine but shall not under any circumstances be remunerated by a commission on or percentage of turnover.

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**88-92. CHIEF EXECUTIVE OFFICER OR MANAGING DIRECTOR.** The Directors may from time to time appoint a Chief Executive Office or Managing Director (or other equivalent position or positions) of the Company and, subject to the provisions of any contract of service entered into in any particular case, may remove or dismiss him or them from office and appoint another or others in his or their places. Where an appointment is for a fixed period such period shall not exceed five years.

A Chief Executive Officer or Managing Director (or person holding an equivalent position) who is a Director shall be subject to the same provisions as to retirement by rotation as the other Directors. A Chief Executive Officer or Managing Director (or person holding an equivalent position) who is a Director shall (subject to the provisions of any contract of service between him and the Company) be subject to the same provisions as to ~~retirement by rotation,~~ resignation and removal as the other Directors. The appointment of a Director as Chief Executive Officer or Managing Director (or other equivalent position) shall not automatically determine if he ceases from any cause to be a Director, unless the contract of service or resolution under which he holds office shall expressly state otherwise, in which event such determination shall be without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

A Chief Executive Officer or Managing Director (or person holding an equivalent position) shall receive such remuneration as the Directors may determine but shall not under any circumstances be remunerated by a commission on or a percentage of turnover.

A Chief Executive Officer or Managing Director (or person holding an equivalent position) shall at all times be under the control of the Directors but subject thereto the Directors may entrust to and confer upon a Chief Executive Officer or Managing Director (or person holding an equivalent position) for the time being 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, alter or vary all or any such powers.

**89-93. ATTORNEYS.** The Directors may from time to time and at any time by power of attorney appoint any company, firm or person, limited liability partnership or 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 Articles~~this Constitution) 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 delegate all or any of the powers, authorities and discretions vested in him.

**90-94. DIRECTORS' BORROWING POWERS.** The Directors may borrow or raise such moneys from time to time for the purposes of the Company or secure the payment of such sums as they may think fit, and may secure the repayment or payment of any such sums by mortgage or charge or hypothecation of or upon all or any of the property or assets of the Company or by the issue of debentures or otherwise as they may think fit.

**91-95. VACANCIES IN BOARD.** The continuing Directors may act at any time notwithstanding any vacancy in their body; PROVIDED ALWAYS THAT in case the Directors shall at any time be reduced in number to less than the minimum number prescribed by ~~these Articles~~this Constitution, ~~the continuing Directors may, except in an emergency, it shall be lawful for them to act as Directors~~ act only for the purpose of filling up vacancies in their body to such minimum number, or of summoning a general meeting of the Company; ~~but not for any other purpose.~~

**92-96. DIRECTORS TO COMPLY WITH THE STATUTES.** The Directors shall duly comply with the provisions of the Statutes, and particularly the provisions as to registration and keeping copies of mortgages and charges, ~~keeping~~ and the corporate secretarial registers and records of the Company Register of Members, keeping a Register of Directors, and entering all necessary particulars therein, and sending ~~a copy thereof~~ the necessary notices ~~or a notification of any~~

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~~changes therein~~ information to the Registrar of Companies, and sending to ~~such~~ the Registrar an annual return, together with the Certificates and particulars required ~~(but not limited) by Section 197 of~~ by the Act, notices as to increase of capital, returns of allotments and contracts relating thereto, copies of resolutions and ~~agreements and~~ other particulars connected with the above. The Company may exercise the powers conferred upon it by the Act with regard to the keeping of a branch register, and the Directors may make and vary such regulations in respect of the keeping of such register as they may think fit.

~~93.~~97. **DIRECTORS TO CAUSE MINUTES TO BE MADE.** The Directors shall cause proper minutes to be made of all general meetings of the Company and also of all appointments of officers, and of the proceedings of all meetings of Directors and committees, and of the attendances thereat, and of all business transacted at such meetings; and any such minute of any meeting, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be conclusive evidence without any further proof of the facts thereon stated.

~~94.~~98. **DIRECTORS MAY CONTRACT WITH COMPANY.** ~~A~~Subject to Regulation 89, a Director or Chief Executive Officer, as the case may be, may contract with and be interested in any transaction or proposed contract transaction with the Company and shall not be liable to account for any profit made by him by reason of any such contract; PROVIDED ALWAYS THAT ~~the nature of the interest of the Director or Chief Executive Officer, as the case may be, (i) declares his interest in any such contract or transaction be declared at a meeting of the Directors; or (ii) sends a written notice to the Company containing details on the nature, character and extent of his interest in the transaction or proposed transaction with the Company in accordance with and as required (but not limited) by Section 156 of the Act. No Director shall vote as a Director in respect of any contract, proposed contract, or arrangement, or transaction or any other proposal in which he has directly or indirectly a personal material interest, whether directly or indirectly, although he shall be counted in the quorum present at the meeting.~~

~~95.~~99. **DIRECTORS MAY HOLD OTHER OFFICE OF PROFIT.** A Director or a Chief Executive Officer may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director or Chief Executive Officer for such period and on such terms as to remuneration and otherwise as the Directors may determine.

~~96.~~100. **DIRECTORS MAY ACT PROFESSIONALLY.** A Director or a Chief Executive Officer may act by himself or his firm in any professional capacity for the Company (except as Auditor) ~~and he or in conjunction with his firm shall be entitled~~ office of Director or Chief Executive Officer for such period and on such terms as to remuneration for professional services as if he were not a Director and otherwise as the Directors may determine.

~~97.~~101. **OFFICE OF DIRECTOR VACATED IN CERTAIN CASES.** Subject as herein otherwise provided or to the terms of any subsisting agreement, the office of a Director shall be vacated:

- ~~(1)~~ (1) if he ceases to be a Director by virtue of the Act Statutes;
- ~~(42)~~ (2) if he becomes a bankrupt or he makes any arrangement or composition with his creditors;
- ~~(23)~~ (3) if he becomes disqualified from being a Director or is prohibited from being a Director by reason of any order made under any provision of the Statutes;
- ~~(34)~~ (4) if he becomes disqualified from being a Director by virtue of his automatic disqualification or removal or the revocation of his appointment as a director, as the case may be, under any provision of the Statutes;
- ~~(5)~~ (5) if he becomes disqualified from acting as a director in any jurisdiction for reasons other than technical grounds;

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(6) ~~if he is found lunatic to be or becomes mentally disordered or of unsound mind or incapable of managing himself or his affairs; or~~

(47) ~~if he resigns from his office by notice in writing to the Company; or~~

(8) ~~if he is removed by the Company pursuant to Regulation 107.~~

~~97A.102~~ **OFFICE OF DIRECTOR VACATED IF DISQUALIFIED IN ANY JURISDICTION.** The office of a Director shall be vacated if he is disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds (in which case he must immediately resign from the Board).

#### APPOINTMENT AND REMOVAL OF DIRECTORS

~~98.103.~~ **NUMBER OF DIRECTORS MAY BE INCREASED OR REDUCED.** The Company may from time to time in general meeting increase or reduce the number of Directors.

~~99.104.~~ **RETIREMENT AND/OR ELECTION OF DIRECTORS.**

(1) An election or re-election of Directors shall take place at every annual general meeting of the Company. All Directors ~~except any Director appointed to fill a casual vacancy pursuant to Article 100 are subject to retirement by rotation as prescribed in Article 99(2) below~~ shall retire at least once every three years.

(2) All Directors except any Director appointed after the last annual general meeting of the Company to fill a casual vacancy or as an additional Director pursuant to Regulation 85 are subject to retirement by rotation. At ~~such~~ every annual general meeting, one-third of the Directors for the time being, (excluding any Director appointed after the last annual general meeting of the Company to fill a casual vacancy or as an additional Director pursuant to Regulation 85), or, if their number is not three or a multiple of three, then the number rounded to the nearest to one-third shall retire from office. by rotation.

(3) A retiring Director shall be eligible for re-election.

(4) ~~PROVIDED ALWAYS THAT every Director shall retire from office at least once every 3 years and shall be eligible for re-election, the~~ The Directors to retire by rotation in every year shall be those who have been longest in office since the last election or re-election (as the case may be), but as between persons who were elected or re-elected (as the case may be) as became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

(5) ~~A Director appointed by the Directors to fill a vacancy pursuant to Regulation 85 shall retire from office at the next annual general meeting, but shall be eligible for re-election.~~

~~100.105.~~ **VACANCY TO BE FILLED BY DIRECTORS AND EFFECT OF RETIREMENT.** Any vacancy occurring in the Board of Directors may be filled up by the Directors or ~~the Members in the general meeting~~ by the Company by way of ordinary resolution pursuant to Regulation 85. ~~A Director so appointed by the Directors shall retire from office at the next following general meeting but shall be eligible for re-election.~~ At a general meeting at which a Director retires under any provision of this Constitution, the Company may by ordinary resolution fill the office being vacated by electing thereto the retiring Director or some other person eligible for appointment. The retirement of a Director at a general meeting shall not have effect until the conclusion of the meeting (except where a resolution is passed to elect some other person in place of the retiring Director or a resolution for his re-election is put to the meeting and not carried) and accordingly a retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.

~~101.106.~~ **NOMINATION OF DIRECTORS FOR ELECTION.** ~~No~~ A person who is not being a retiring Director shall be eligible for election to the office of Director at any general meeting

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~~unless~~if the Member intending to propose him has, at least eleven clear days before the meeting, left at the Office of the Company a notice in writing duly signed by the nominee, giving his consent to the nomination and signifying his candidature for the office, or the intention of such Member to propose him; PROVIDED ALWAYS THAT in the case of a person recommended by the Directors for election, nine clear days' notice only shall be necessary, and notice of each and every candidature for election to the Board of Directors shall be served on the registered holders of shares at least seven days prior to the meeting at which the election is to take place.

~~402.107.~~ **DIRECTOR MAY BE REMOVED BY ORDINARY RESOLUTION.** The Company may by ordinary resolution remove any Director before the expiration of his period of office, and may, if thought fit, by ordinary resolution appoint another Director in his stead.

#### PROCEEDINGS OF DIRECTORS

~~403.108.~~ **DIRECTOR MAY CALL MEETING OF DIRECTORS.** A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

~~404.109.~~ **MEETINGS OF DIRECTORS.**

(1) The Directors may meet together for the despatch of business adjourn, and otherwise regulate their meetings, as they think fit. The quorum necessary for the transaction of business may be fixed by the Directors, and unless so fixed shall be two. Questions arising at any meeting shall be decided by a simple majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote except when only two Directors are present and form a quorum or only two are competent to vote on the question at issue. A Director may waive notice of any meeting and any such waiver may be retroactive.

(2) A Director may participate in a meeting of the Directors by conference telephone, videoconferencing or other means of similar communications equipment whereby all persons participating in the meeting can hear each other without a Director being in the physical presence of another Director or Directors, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting. 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

~~405.110.~~ **CHAIRMAN OF THE BOARD.** The meetings of Directors shall be presided over by the Chairman. If at any meeting the Chairman shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act, the Directors present may choose one of their number to be Chairman of the meeting.

~~406.111.~~ **DIRECTORS MAY DELEGATE THEIR POWERS.** The Directors may delegate any of their powers to committees consisting of such ~~M~~member or ~~M~~members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

~~407.112.~~ **CHAIRMAN OF COMMITTEES.** A committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the ~~M~~members present may choose one of their number to be Chairman of the meeting.

~~408.113.~~ **MEETINGS OF COMMITTEES.** A Committee may meet and adjourn as its ~~M~~members think proper. Questions arising at any meeting shall be determined by a majority of votes of the ~~M~~members present, and in case of an equality of votes, the Chairman shall have a second or casting vote except when only two ~~M~~members are present and form a quorum or only two are competent to vote on the question at issue.

~~409.114.~~ **ALL ACTS DONE BY DIRECTORS TO BE VALID.** All acts done bona fide by any meeting of Directors, or by a committee of Directors, or by any person acting as a Director,

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shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

#### 410.115. RESOLUTIONS IN WRITING AND MEETINGS BY CONFERENCE CALLS.

- (1) A resolution in writing signed or approved by letter, ~~telex or facsimile or email or any other~~ form of electronic communications (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) by a majority of the Directors for the time being who are not ~~disqualified~~precluded from voting thereon ~~pursuant to these presents or the Act~~ shall be as valid and effective for all purposes as ~~a resolution~~if it had been duly passed at a meeting of the Directors duly convened, held and constituted. Any such resolution may be contained in a single document or may consist of several documents all in like form. The expressions "in writing" and "signed" include electronic signature or such other copies or facsimile copies of the signature as may be approved by the Directors.
- (2) Save as herein provided and subject to the provisions of the Act, the Directors may meet together either in person at any place or by telephone, radio, conference television or similar communication equipment or any other form of audio or audio-visual communication by which all persons participating in the meeting are able to hear or be heard by all other participants, for the despatch of business, adjourn and otherwise regulate their meetings as they think fit and the quorum for such teleconference meeting shall be the same as the quorum required by a Directors' meeting provided in these ~~Articles~~Regulations. A resolution passed by such a conference shall, notwithstanding that the Directors are not present together at one place at the time of conference, be deemed to have passed at a meeting of the Directors held on the day and at the time at which the conference was held and shall be deemed to have been held at the registered office of the Company, unless otherwise agreed, and all Directors participating at that meeting shall be deemed for all purposes of these ~~Articles~~Regulations to be present at that meeting. The minutes of such a meeting signed by the Chairman shall be conclusive evidence of any resolution of any meeting conducted in the manner as aforesaid.

### SECRETARY

411.116. APPOINTMENT OF SECRETARY. The Secretary shall, ~~and a Deputy or Assistant Secretary may,~~ be appointed by the Directors for such term at such remuneration and upon such conditions as they may think fit; ~~and any Secretary or Deputy or Assistant.~~ Any Secretary so appointed may be removed from office by them the Directors, but without prejudice to any claim he or they may have for damages for any breach of contract of service against the Company.

412. APPOINTMENT OF SUBSTITUTE. ~~The Directors may from time to time by resolution appoint a temporary substitute for the Secretary, who shall be deemed to be the Secretary during the term of his appointment.~~

117. JOINT SECRETARIES. ~~If thought fit, two or more persons may be appointed as joint Secretaries.~~

### THE SEAL

413.118. SEAL TO BE AFFIXED BY AUTHORITY OF RESOLUTION OF BOARD AND IN THE PRESENCE OF TWO DIRECTORS OR ONE DIRECTOR AND THE SECRETARY.

- (1) Where the Company has a Seal, the ~~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.

- (2) Every Subject to the provisions of the Statutes, every instrument to which the Seal shall be affixed shall be signed autographically or by facsimile by one Director and the Secretary or a second Director or some other person appointed by the Directors save that as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that such signatures shall be dispensed with or affixed by some method of mechanical electronic signature or other method approved by the Directors.
- (3) The Where the Company has a Seal, the Company may exercise the powers conferred by Section 41 and Section 124 of the Act with regard to having an official seal for use abroad and a duplicate common seal respectively, and such powers shall be exercised by the Directors.
- (4) Where the Company has a Seal, 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".

### **DIVIDENDS AND RESERVE**

- 414.119. **DISTRIBUTION OF PROFITS.** Subject to any preferential or other special rights for the time being attached to any special class of shares, the profits of the Company which it shall from time to time determine to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the ~~amounts paid up or credited as paid up thereon respectively otherwise than in advance of calls~~ number of shares held otherwise than in advance of calls, 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 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 the dividend is paid, and PROVIDED THAT where a Member is a Depositor, the Company shall be entitled to pay any dividends payable to such Member to the Depository and, to the extent of the payment made to the Depository, the Company shall be discharged from any and all liability in respect of that payment.
- 415.120. **DECLARATION OF DIVIDENDS.** ~~The~~ Subject to the Act, the Directors may, with the sanction of a general meeting, from time to time declare dividends, but no such dividend shall be payable except out of the profits of the Company ~~which are not in relation to the purchase or acquisition, or sale or disposal, of treasury shares.~~ Any dividend unclaimed after six years from the date of declaration shall be made forfeit and revert to the Company. The Directors may, if they think fit, from time to time declare and pay to the Members such interim dividends as appear to them to be justified by the position of the Company, and may also from time to time if in their opinion such payment is so justified, pay any preferential dividends which by the terms of issue of any shares are made payable on fixed dates. No higher dividend shall be paid than is recommended by the Directors, and the declaration of the Directors as to the amount of the net profits shall be conclusive. Subject to the provisions of the Act where any asset, business or property is bought by the Company as from a past date upon the terms that the Company shall as from that date take the profits and bear the losses, thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall, for the purpose of ascertaining the fund available for dividend be included accordingly. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest by the Company, such dividend or interest when paid may at the discretion of the Directors be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof.
- 416.121. **DEDUCTION FROM DIVIDEND.** The Directors may deduct from any dividend payable to any Member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- 417.122. **RETENTION OF DIVIDENDS ON SHARES SUBJECT TO LIEN.** The Directors may

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retain any dividends 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 the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

418.123. **RETENTION OF DIVIDENDS ON SHARES PENDING TRANSMISSION.** The Directors may retain the dividends payable on shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a ~~member~~ Member, or which any person under those provisions is entitled to transfer, until such person shall become a ~~Member~~ Member in respect of such shares or shall duly transfer the same.

419.124. **PAYMENT OTHERWISE THAN IN CASH.** Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid up shares, debentures or debenture stock of any other company or in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and 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. Any shares allotted as fully paid bonus shares in respect of the ~~treasury shares~~ Treasury Shares shall be treated for the purposes of this Act as if they were purchased by the Company at the time they were allotted.

#### 125. **SCRIP DIVIDEND SCHEME.**

(1) 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 shares in the 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 Regulation;
- (c) the right of election may be exercised in respect of the whole or any part 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



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notwithstanding any provisions of the Regulations to the contrary, the Directors may:-

- (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.
- (2) The ordinary shares allotted pursuant to the provisions of paragraph (1) of this Regulation 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.
- (3) The Directors may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (1) of this Regulation, with full power to make such provisions as they think fit in the case of fractional entitlements to shares (including, notwithstanding any provision to the contrary in these Regulations, provisions whereby, in whole or in part, fractional entitlements are disregarded or rounded up or down, or whereby the benefit of fractional entitlements accrues to the Company rather than the Members) and to authorise any person to enter on behalf of the Members interested into agreement(s) with the Company providing for any such appropriation, capitalisation, application, payment and distribution of funds and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned).
- (4) The Directors may, on any occasion when they resolve as provided in paragraph (1) of this Regulation, 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 think fit.
- (5) The Directors may, on any occasion when they resolve as provided in paragraph (1) of this Regulation, 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 of Members 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.
- (6) Notwithstanding the foregoing provisions of this Regulation, if at any time after the Directors' resolution to apply the provisions of paragraph (1) of this Regulation 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 as they deem fit in the interest of the Company, cancel the proposed application of paragraph (1) of this Regulation.

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420.126. **DIRECTORS MAY FORM RESERVE FUND AND INVEST.** The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves, which shall at the discretion of the Directors be applicable for meeting contingencies, or for repairing or maintaining any works connected with the business of the Company, or for equalising dividends, or for distribution by way of special dividend or bonus, or may be applied for such other purposes for which the profits of the Company may lawfully be applied as the Directors may think expedient in the interests of the Company, and pending such application the Directors may employ the sums from time to time so set apart as aforesaid in the business of the Company or invest the same in such securities, other than the shares of the Company, as they may select. The Directors may also from time to time carry forward such sums as they may deem expedient in the interests of the Company.

424.127. **DIVIDEND WARRANTS TO BE POSTED TO MEMBERS.** Every dividend warrant may, unless otherwise directed, be sent by post to the last ~~registered address~~Registered Address of the Member entitled thereto, and the receipt of the person, whose name at the date of the declaration of the dividend appears on the Register of Members or (as the case may be) the Depository Register as the owner of any share or, in the case of joint holders or joint Depositors, of any one of such joint holders or joint Depositors, shall be a good discharge to the Company for all payments made in respect of such share. No unpaid dividend or interest shall bear interest as against the Company.

#### **BONUS ISSUE AND CAPITALISATION OF PROFITS AND RESERVES**

422.128. ~~**COMPANY MAY CAPITALISE RESERVES AND UNDIVIDED PROFITS.**~~ (A) ~~The Company in general meeting may at any time and from time to time pass a resolution that any sum not required for the payment or provision of any fixed preferential dividend, and (1) for the time being standing to the credit of any reserve accounts of the Company, or (2) being undivided net profits in the hands of the Company, be capitalised, and that such sum be appropriated as capital to and amongst the ordinary shareholders in the proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the ordinary shares, and in such manner as the resolution may direct, and such resolution shall be effective; and the Directors shall in accordance with such resolution apply such sum or any part thereof on behalf of the shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued ordinary shares held by such shareholders or otherwise deal with such sum as directed by such resolution. Where any difficulty arises in respect of any such distribution, the Directors may settle the same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any fully paid up shares or debentures, make cash payments to any shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures in trustees upon such trust for the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors. When deemed requisite a proper contract for the allotment and acceptance of any shares to be distributed as aforesaid shall be delivered to the Registrar of Companies for registration in accordance with Section 63 of the Act and the Directors may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution and such appointment shall be effective.~~ (A) The Directors may, with the sanction of an ordinary resolution of the Company (including any ordinary resolution passed pursuant to Regulation 50):

(a) issue bonus shares for which no consideration is payable to the Company to all 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:

(i) the date of the ordinary resolution (or such other date as may be specified therein or determined as therein provided); or

(ii) (in the case of an ordinary resolution passed pursuant to Regulation 50) such other date as may be determined by the Directors,

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in proportion to their then holdings of shares; and/or

(b) capitalise any sum standing to the credit of any of the Company's reserve accounts or other undistributable reserve or any sum standing to the credit of profit and loss account by appropriating such sum to all 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:

(i) the date of the ordinary resolution (or such other date as may be specified therein or determined as therein provided); or

(ii) (in the case of an ordinary resolution passed pursuant to Regulation 50) such other date as may be determined by the Directors,

in proportion to their then holdings of shares and applying such sum on their behalf in paying up in full unissued shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being issued, unissued shares of any other class not being redeemable shares) for allotment and distribution credited as fully paid up to and amongst them as bonus shares in the proportion aforesaid.

The Directors may do all acts and things considered necessary or expedient to give effect to any such bonus issue and/or capitalisation, with full power to the Directors to make such provisions as they think fit for any fractional entitlements which would arise on the basis aforesaid (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the Members concerned). The Directors may authorise any person to enter on behalf of all the Members interested into an agreement with the Company providing for any such bonus issue and/or capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

(B) -In addition and without prejudice to the powers ~~to capitalise profits and other moneys~~ provided for by ~~paragraph (A) of this Article~~ Regulation, the Directors shall have power to ~~issue shares for which no consideration is payable and/or 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 new shares, in each case on terms that such shares shall, upon issue, be held by or for the benefit of such person or persons as the Directors may in their absolute discretion deem fit, including (but not limited to) participants of any share incentive or option scheme or plan implemented by the Company and approved by shareholders in general meeting, all in such manner and on such terms as the Directors shall think fit~~ ~~non-executive Directors as part of their remuneration under Regulation 87 approved by shareholders in General Meeting in such manner and on such terms as the Directors shall think fit. The Directors may do all acts and things considered necessary or expedient to give effect to any capitalisation authorised pursuant to this Regulation 422(B).~~

### ACCOUNTS FINANCIAL STATEMENTS

#### 123.129. ACCOUNTS AND BOOKS FINANCIAL STATEMENTS TO BE KEPT.

(1) The ~~Directors~~ Company shall cause proper ~~accounts~~ accounting and other records to be kept:-

(a) (1) —of the assets and liabilities of the Company;

(b) (2) —of all sums of money received and expended by the Company, and the

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matters in respect of which such receipts and expenditures take place; and

- (c) ~~(3)~~—of all sales and purchases by the Company.

The ~~accounting and other records~~ ~~books of account~~ shall be kept at the Office, or at such other place as the Directors shall think fit, and shall always be open to the inspection of the Directors.

- ~~(2)~~ Any register, index, minute book, accounting record, minute or other book required by this Constitution or by the Act to be kept by or on behalf of the Company may, subject to and in accordance with the Act, be kept in hard copy form or in electronic form, and arranged in the manner that the Directors think fit. If such records are kept in electronic form, the Directors shall ensure that they are capable of being reproduced in hard copy form, and shall provide for the manner in which the records are to be authenticated and verified. In any case where such records are kept otherwise than in hard copy form, the Directors shall take reasonable precautions for ensuring the proper maintenance and authenticity of such records, guarding against falsification and facilitating the discovery of any falsifications.

~~124.130.~~ **INSPECTION BY MEMBERS.** The Directors shall from time to time determine whether in any particular case or class of cases, or generally, and to what extent, and at what times and places and under what conditions or regulations, the ~~accounts~~ accounting and books ~~other records~~ of the Company, or any of them shall be open to the inspection of Members, and no Member (not being a Director) shall have any rights of inspecting any ~~account record~~ or book or document of the Company, except as conferred by the Statutes or authorised by the Directors or by a resolution of the Company in general meeting.

~~125.131.~~ **ACCOUNTS FINANCIAL STATEMENTS TO BE LAID BEFORE COMPANY.** ~~The Directors shall lay before the Company at its annual general meeting such financial statements, consolidated financial statements (if any), reports and related documents to shareholders as are referred to in the Act for the financial year in respect of which the annual general meeting is held, provided that this is for the period following the preceding financial statements or (in the case of the first financial statements) since the incorporation of the Company. Once at least in every year but in any event before the expiry of four months (or such other period as may be prescribed from time to time by the Singapore Exchange, the provisions of the Act and/or any applicable law) from the close of a financial year of the Company the Directors shall lay before the Company in general meeting a profit and loss account and balance sheet for the period following the preceding account or (in the case of the first account) since the incorporation of the Company, made up to a date not more than four months (or such other period as may be prescribed from time to time by the Singapore Exchange, the provisions of the Act and/or any applicable law) before such meeting. The said account and balance sheet shall be accompanied by such reports and documents and shall contain such particulars as are prescribed (but not limited) by Section 201 of the Act.~~

~~126.132.~~ **COPIES OF ACCOUNTS FINANCIAL STATEMENTS.** A copy of the financial statements every balance sheet and profit and loss account which is to be laid before a general meeting of the Company (including every document required by law to be comprised therein or attached or annexed thereto) shall, not less than fourteen days before the date appointed for holding the meeting, be sent to every Member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or of these ~~Articles~~ Regulations; Provided that this ~~Article~~ Regulation shall not require a copy of these documents to be sent to more than one of any joint holders of any shares or debentures or to any person whose address the Company is not aware, and these documents may, subject to the listing rules of the SGX-ST, be sent less than fourteen days before the date of the general meeting if all persons entitled to receive notices of general meetings from the Company so agree, but any Member or holder of debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office.

~~133.~~ **VOLUNTARY REVISION OF DEFECTIVE FINANCIAL STATEMENTS.** To the extent

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permitted under the Act, the Directors may cause the financial statements of the Company to be revised if it appears to them that the financial statements do not comply with the requirements of the Act, PROVIDED ALWAYS THAT any amendments to the financial statements are limited to the aspects in which the financial statements did not comply with the provisions of the Act, and any other consequential revisions.

#### AUDIT

~~127.~~134. **ACCOUNTS TO BE AUDITED.** Once at least in every year the accounts of the Company shall be examined, and the correctness of the ~~profit and loss account and balance sheet~~financial statements ascertained by one or more Auditor or Auditors, and the ~~provisions of Sections 205, 206, 207, 208 and 209 of the Act~~ and any modification or re-enactment thereof for the time being in force in regard to audit and Auditors shall be observed.

#### NOTICES

~~128.~~135. **SERVICE OF NOTICES.**

~~(1)~~ Without prejudice to paragraph (2) of this Regulation, a notice or any other document may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his ~~registered address as appearing in the Register of Members~~Registered Address, or, ~~in the case of a Depositor, such address as may be notified by the Depository~~facsimile transmission to the Company~~such number provided for the~~that purpose of the ~~despatch of such in his~~Registered Address.

~~(2)~~ (a) Without prejudice to paragraph (1) of this Regulation, but subject otherwise to the Act and (where applicable) the listing rules of the SGX-ST relating to electronic communications, any notice or document— (including, without limitation, any financial statements, circular or report) which is required or permitted to be given, sent or served under this Constitution or the Statutes by the Company, or by the Directors, to a Member may be given, sent or served by electronic communications as follows:

~~(i)~~ using electronic communications to the current address (as defined in the Act) of that person;

~~(ii)~~ by making it accessible on a website prescribed by the Company from time to time;

~~(iii)~~ sending of data storage devices, including, without limitation, CD-ROMs and USB drives to the Registered Address of that person;

~~(iv)~~ in such manner as the Company and the Member may agree; or

~~(v)~~ any other means in the manner as may be permitted under the Statutes.

in accordance with the Regulations of this Constitution and the Statutes, and provided always that any requirements under the listing rules of the SGX-ST are complied with.

~~(b)~~ For the purposes of paragraph (2)(a) of this Regulation, a Member shall be implied to have consented to and agreed to receive such notices or documents, including but not limited to circulars and annual reports, by way of such electronic communications and shall not have a right to elect to receive a physical copy of such notice or document.

~~(c)~~ Notwithstanding paragraph (2)(b) of this Regulation, for the purposes of paragraph (2)(a) of this Regulation, where there is express consent from a

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Member, the Company may send notices or documents, including circulars and annual reports, by way of electronic communications.

(d) Notwithstanding paragraph (2)(b) of this Regulation, but subject otherwise to the Act and (where applicable) the listing rules of the SGX-ST, the Directors may, at their discretion, at any time give a Member by notice in writing an opportunity to elect within such period of time specified in the notice whether to receive such notice or document by way of electronic communications or as a physical copy, and if he fails to make an election within the time so specified, a Member shall be deemed to have consented to receive such notice or document by way of electronic communications and he shall not in such an event have a right to receive a physical copy of such notice or document.

(3) All notices directed to be given to the Members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register of Members, and any notice so given shall be sufficient notice to all the holders of such share. Any notice of a meeting or other document required or permitted to be given, sent or served under the Act or the Memorandum of Association and these Articles may be given, sent or served by the Company using electronic communications in accordance with the Act.

(4) In the event of the Company being listed on the SGX-ST, if required by the listing rules of the SGX-ST, when the Company uses electronic communications to send a document to a Member, the Company shall inform the Member as soon as practicable of how to request a physical copy of that document from the Company, and the Company shall provide a physical copy of that document upon such request.

#### 129.136. SERVICE OF NOTICES AND DOCUMENTS OUTSIDE SINGAPORE.

Notwithstanding Article 128 Regulation 135, any Member whose Registered Address is outside Singapore and who has not supplied an address within Singapore for the service of notices and documents shall not be entitled to receive any such notices or documents from the Company.

#### 130.137. NOTICES IN CASE OF DEATH OR BANKRUPTCY.

Any notice or document delivered or sent by post or left at the Registered Address or given, sent or served using alternative permitted form to the current address (as the case may be) to any Member in pursuance of this Constitution shall, notwithstanding that such Member be then deceased or that the Member is bankrupt, and whether or not the Company have notice of his demise or bankruptcy, be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such Member until some other person be registered in his stead as the holder or joint holders thereof and such service shall for all purposes of this Constitution be deemed a sufficient service of such notice or document on his executors or administrators and all persons (if any) jointly interested with him in any such share. A notice may be given by the Company to the persons entitled to any share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives or trustees of such deceased or bankrupt Member, at the address (if any) supplied for the purpose by such person as aforesaid, or (until such an address has been supplied) by giving the notice in the manner in which the same would have been given if the death or bankruptcy had not occurred.

#### 134.138. WHEN SERVICE DEEMED EFFECTED.

(1) Any notice or other document, if served or sent by post personally, shall be deemed to have been duly given, sent, served or delivered at the time the same is left at the Member's Registered Address. Any notice or other document, if sent by post, shall be deemed to have been duly given, sent, served or delivered at the time when the letter containing the same is put into the post, and in proving such service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as a prepaid letter. Any notice or other document, if sent by facsimile transmission, shall be deemed to have been duly given, sent, served

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or delivered at the same time the same would have reached the Member in the normal course.

- (2) Where a notice is given, sent or served using electronic communications:
- (a) to the current address of such person pursuant to Regulation 135(2)(a)(i), it shall be deemed to have been duly given, sent or served upon transmission of the electronic communication by the e-mail server or facility operated by the Company or its service provider to the current address of such person (notwithstanding any delayed receipt, non-delivery of "returned mail" reply message or any other error message indicating that the electronic communication was delayed or not successfully sent) unless otherwise provided under the Act and/or other applicable regulation or procedures; and
  - (b) by making it available on a website pursuant to Regulation 135(2)(a)(ii), it shall be deemed to have been duly given, sent or served on the date on which the notice or document is first made available on that website, subject to the Act and/or the listing rules of the SGX-ST.
- (3) Any notice on behalf of the Company or of the Directors shall be deemed effectual if it purports to bear the signature of the Secretary or other duly authorised officer of the Company, whether such signature is printed, written or electronically signed.
- (4) Where a notice or document is given, sent or served to a Member by making it available on a website pursuant to Regulation 135(2)(a)(ii), the Company shall give separate notice to the Member of the publication of the notice or document on that website and the manner in which the notice or document may be accessed by any one or more of the following means:
- (a) by sending such separate notice to the Member personally or through the post pursuant to Regulation 135(1);
  - (b) by sending such separate notice to the Member using electronic communications to his current address pursuant to Regulation 135(2)(a);
  - (c) by way of advertisement in the daily press; and/or
  - (d) by way of announcement on the website of the SGX-ST.

#### WINDING UP

132-139. DISTRIBUTION IN SPECIE. If the Company shall be wound up, the liquidators may, with the sanction of a special resolution, divide among the Members in specie any part of the assets of the Company and any such division may be otherwise than in accordance with the existing rights of the Members, but so that if any division is resolved on otherwise than in accordance with such rights the Members shall have the same right of dissent and consequential rights as if such resolution were a special resolution passed pursuant to ~~(but not limited to) Section 306 of the Act~~. A special resolution sanctioning a transfer or sale to another company duly passed pursuant to the ~~said Section Act~~ may in like manner authorise the distribution of any shares or other consideration receivable by the liquidators amongst the Members otherwise than in accordance with their existing rights, and any such determination shall be binding upon all the Members subject to the right of dissent and consequential rights conferred by the ~~said Section Act~~.

140. REMUNERATION OF LIQUIDATOR. If the Company shall be wound up voluntarily, no commission or fee shall be paid to the liquidator unless it shall have been ratified by Members of the Company in a general meeting. The amount of such payment shall be notified to all shareholders at least seven days prior to the meeting at which it is to be considered.

### **INDEMNITY**

133.141. ~~\_\_\_\_\_~~ **DIRECTORS AND OFFICERS ENTITLED TO INDEMNITY.** ~~Subject (but not limited) To~~ the extent permitted by law and subject to ~~Section 172 of the Act,~~ every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all expenses, charges, cost, damages, claims, proceedings, losses or liabilities whatsoever which he may sustain or incur or to be incurred in or about the execution of the duties of his office or otherwise in relation thereto unless the same shall happen through his own negligence, willful default, breach of duty or breach of trust, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto unless the same shall happen through his own negligence, willful default, breach of duty or breach of trust.

### **DESTRUCTION OF DOCUMENTS**

134.142. ~~\_\_\_\_\_~~ **TIME FRAME FOR DESTRUCTION.** 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 two years from the date of recording thereof and all certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation thereof and it shall be conclusively presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. PROVIDED ALWAYS THAT: -

- (1) 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;
- (2) the Company shall adequately record for future reference the information required to be contained in any company records;
- (3) ~~\_\_\_\_\_~~ 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~~ Regulation; and
- (34) references herein to the destruction of any document include references to the disposal thereof in any manner.

### **POWER TO AUTHENTICATE DOCUMENTS**

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



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### APPENDIX 3: COMPARISON OF MAIN DIFFERENCES IN THE NEWCO CONSTITUTION

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incorporating, if the Directors deem necessary, the use of security procedures or devices approved by the Directors.

#### ALTERATION OF CONSTITUTION

144. Where this Constitution has been approved by the SGX-ST, no provisions of this Constitution shall be deleted, amended or added without the prior written approval of the SGX-ST which had previously approved this Constitution, if so required by the rules or regulations of the SGX-ST.

#### SECRECY

145. No Member shall be entitled to require the Company to disclose any information relating to any trade, business, product or process which is secret in nature which may relate to the conduct of the business of the Company and which the Directors determine to be inexpedient and inadvisable to communicate in the best interest of the Members save as may be authorised by law or required by the listing rules of the SGX-ST.

#### PERSONAL DATA

146. A Member who is a natural person is deemed to have consented to the collection, use and disclosure of his personal data (whether such personal data is provided by that Member or is collected through a third party) by the Company (or its agents or service providers) from time to time for any of the following purposes:

- (a) Implementation and administration of any corporate action by the Company (or its agents or service providers);
- (b) Internal analysis and/or market research by the Company (or its agents or service providers);
- (c) Investor relations communications by the Company (or its agents or service providers);
- (d) Administration by the Company (or its agents or service providers) of that Member's holding of shares in the Company;
- (e) Implementation and administration of any service provided by the Company (or its agents or service providers) to its Members to receive notices of meetings, annual reports and other Member communications and/or for proxy appointment, whether by electronic means or otherwise;
- (f) Processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for any general meetings (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to any general meetings (including any adjournment thereof);
- (g) Implementation and administration of, and compliance with, any provision of this Constitution;
- (h) Compliance with any applicable laws, listing rules of the SGX-ST, takeover rules, regulations and/or guidelines; and
- (i) Purposes which are reasonably related to any of the above purpose.

Any Member who appoints a proxy and/or representative for any general meeting and/or any adjournment thereof is deemed to have warranted that where such Member discloses the personal data of such proxy and/or representative to the Company (or its agents or service providers), that the Member has obtained the prior consent of such proxy and/or representative for the collection, use and disclosure by the Company (or its agents or service providers) of the

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### APPENDIX 3: COMPARISON OF MAIN DIFFERENCES IN THE NEWCO CONSTITUTION

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personal data of such proxy and/or representative for the purposes specified in paragraphs (f) and (h) of this Regulation, and is deemed to have agreed to indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of such Member's breach of warranty.

**RULES OF THE AVI-TECH RESTRICTED SHARE PLAN 2021**

**1. NAME OF THE PLAN**

This performance share plan shall be called the Avi-Tech Restricted Share Plan 2021.

**2. DEFINITIONS**

2.1 In this Plan, except where the context otherwise requires, the following words and expressions shall have the following meanings:

<b>“ACRA”</b>	: The Accounting and Corporate Regulatory Authority of Singapore
<b>“Associate”</b>	: Shall have the meaning ascribed to it in the Listing Manual
<b>“Award”</b>	: A contingent award of fully paid Shares granted under the Plan
<b>“Award Date”</b>	: In relation to an Award, the date on which the Award is granted to a Participant pursuant to Rule 6
<b>“Award Letter”</b>	: A letter in such form as the Committee shall approve, confirming an Award granted to a Participant by the Committee
<b>“Auditors”</b>	: The auditors of the Company for the time being
<b>“Board”</b>	: The board of Directors for the time being of the Company
<b>“CDP”</b>	: The Central Depository (Pte) Limited
<b>“Committee”</b>	: A committee of the Company which will comprise Directors as may be nominated by the Board to administer the Plan provided always that a Director who is a Controlling Shareholder or other persons who may be Controlling Shareholders or Associates of Controlling Shareholders shall not be eligible to be appointed to the Committee
<b>“Companies Act”</b>	: The Companies Act, Chapter 50 of Singapore, as amended, modified or supplemented from time to time
<b>“Company”</b>	: Avi-Tech Holdings Limited
<b>“Constitution”</b>	: The constitution of the Company, as amended from time to time
<b>“Controlling Shareholder”</b>	: Shall have the meaning ascribed to it in the Listing Manual
<b>“Court”</b>	: The High Court of the Republic of Singapore
<b>“CPF”</b>	: The Central Provident Fund
<b>“Director”</b>	: A person holding the office of a director for the time being of the Company
<b>“Executive Director”</b>	: A director of the Company and/or any of its subsidiaries, as the case may be, who performs an executive function
<b>“Group”</b>	: The Company and its subsidiaries

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## APPENDIX 4: RULES OF THE NEWCO RSP 2021

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- “Group Employee”** : A full-time confirmed employee of the Company and/or any of its subsidiaries (including any Executive Director)
- “Listing Manual”** : The Listing Manual of the SGX-ST, as amended, modified or supplemented from time to time
- “Market Day”** : A day on which the SGX-ST is open for trading in securities
- “Market Price”** : A price equal to:
- (i) the average of the last dealt prices for the Shares on the SGX-ST over the three (3) consecutive Market Days immediately preceding the relevant Release Date of that Award, as determined by the Committee by reference to the daily official list or any other publication published by the SGX-ST, rounded up (in the case of cents) to the nearest three (3) decimal places; or
  - (ii) (if there were no transactions in the Shares during the period referred to in paragraph (i) above) the volume-weighted average price of a Share over the most recent three (3) Market Days preceding the relevant Release Date of that Award during the Reference Period, rounded up (in the case of cents) to the nearest three (3) decimal places; or
  - (iii) (if, during the Reference Period referred to in paragraph (ii) above, there were no transactions in the Shares or transactions in the Shares were for less than three (3) Market Days) the volume-weighted average price of a Share over the most recent three (3) Market Days preceding the relevant Release Date of that Award during a period to be determined by the Committee, rounded up (in the case of cents) to the nearest three (3) decimal places.
- For the purposes of this definition, the last dealt prices for a Share will be ascertained by reference to the daily official list or any other publication published by the SGX-ST
- “Non-Executive Director”** : A director of the Company and/or any of its subsidiaries, as the case may be, who does not perform an executive function
- “Participant”** : Any eligible person who is selected by the Committee to participate in the Plan in accordance with the Rules
- “Performance-related Award”** : An Award in relation to which a Performance Condition is specified
- “Performance Condition”** : In relation to a Performance-related Award, the performance target and/or conditions specified on the Award Date in relation to that Award
- “Performance Period”** : In relation to a Performance-related Award, the period specified on the Award Date during which the Performance Condition(s) is to be satisfied

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<b>“Plan”</b>	: This Avi-Tech Restricted Share Plan 2021, as modified or altered from time to time
<b>“Record Date”</b>	: The date fixed by the Company for the purposes of determining entitlements to dividends, allotments or other distributions to or rights of holders of Shares
<b>“Reference Period”</b>	: In relation to an Award, a period of 180 Market Days preceding the Release Date of that Award
<b>“Release”</b>	: In relation to an Award, the release at the end of each Performance Period or Vesting Period (as the case may be) of all or some of the Shares to which that Award relates in accordance with Rule 8 and, to the extent that any Shares which are the subject of the Award are not released pursuant to Rule 8, the Award in relation to those Shares shall lapse, and <b>“Released”</b> shall be construed accordingly
<b>“Release Date”</b>	: In relation to an Award which is the subject of Release, the date (as determined by the Committee) on which settlement of such Award is made or effected
<b>“Release Schedule”</b>	: In relation to an Award, a schedule in such form as the Committee shall approve, in accordance with which Shares which are the subject of that Award shall be Released at the end of each Performance Period or Vesting Period (as the case may be) and, in the case of a Performance-related Award, setting out the extent to which Shares which are the subject of that Award shall be Released on the Performance Condition(s) being satisfied (whether fully or partially) or exceeded or not being satisfied (as the case may be) at the end of each Performance Period or Vesting Period (as the case may be)
<b>“Released Award”</b>	: An Award which has been Released in full or in part in accordance with Rule 8
<b>“Retention Period”</b>	: In relation to an Award, such retention period commencing on the Vesting Date in relation to that Award as may be determined by the Committee on the Award Date
<b>“Rules of the Plan”</b>	: The rules of the Plan, as modified or amended from time to time and <b>“Rule”</b> refers to a rule under the Rules of the Plan
<b>“Securities Accounts”</b>	: A securities account maintained by a Depositor with CDP, but does not include a securities sub-account maintained with a Depository Agent
<b>“SFA”</b>	: The Securities and Futures Act, Chapter 289 of Singapore, as amended, modified or supplemented from time to time
<b>“SGX-ST”</b>	: Singapore Exchange Securities Trading Limited
<b>“Shareholders”</b>	: Registered holders of Shares, except that where the registered holder is CDP, the term <b>“Shareholders”</b> shall, in relation to such Shares, mean the Depositors whose Securities Accounts are credited with those Shares
<b>“Shares”</b>	: Ordinary shares in the capital of the Company

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“Treasury Shares”	: Issued Shares which:
	(i) were (or are treated as having been) purchased by the Company in circumstances which Section 76H of the Companies Act applies; and
	(ii) have been held by the Company continuously since such issued Shares were so purchased
“Vest”	: The entitlement to all or some of the Shares which are the subject of an Award, and “Vesting” and “Vested” shall be construed accordingly
“Vesting Date”	: The date (as determined by the Committee and notified to the relevant Participant) on which Shares have Vested pursuant to Rule 8
“Vesting Period”	: In relation to an Award, the period, the duration of which is to be determined by the Committee on the Award Date, after the expiry of which the relevant number of Shares which are subject to the applicable period shall be Vested in the relevant Participant on the relevant Vesting Date, subject to Rule 8
“S\$”	: Singapore dollar
“%” or “percent.”	: Per centum or percentage

2.2 The term “**subsidiary**” shall have the meaning ascribed to it in Section 5 of the Companies Act. The terms “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the meanings ascribed to them, respectively, in Section 81SF of the SFA.

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

2.4 Headings are inserted for convenience only and shall be ignored in construing the Rules of the Plan.

2.5 Any reference in the Rules of the Plan to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act, the SFA, the Listing Manual or any modification thereof and not otherwise defined in this Plan shall have the same meaning assigned to it under the Companies Act, the SFA, the Listing Manual or any modification thereof, as the case may be.

2.6 Any reference to a time of day in the Rules of the Plan is made by reference to Singapore time unless otherwise stated.

### 3. DEFINITIONS

The Plan is a share incentive scheme under which performance-based or time-based Awards may be granted. The Plan is proposed on the basis that it is important to retain employees whose contributions are important to the well-being and prosperity of the Group and to recognise outstanding employees and directors of the Group who have contributed to the growth of the Group. The Plan will give Participants an opportunity to have a personal equity interest in the Company and help to achieve the following positive objectives:

- (i) align the interests of Participants with the interests of the Shareholders;

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## APPENDIX 4: RULES OF THE NEWCO RSP 2021

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- (ii) recognise the contributions made or to be made by Participants to the success of the Group by rewarding them with a variable component in their remuneration package;
- (iii) make employee remuneration sufficiently competitive to (1) attract and recruit potential employees and executive directors with relevant skills to contribute to the Group and to create value for the Shareholders and/or (2) retain existing Participants whose contributions are important to the long-term growth and profitability of the Group;
- (iv) give recognition to the contributions made or to be made by non-executive directors of the Group to the success of the Group;
- (v) instil loyalty and a stronger sense of identification by Participants with the long-term development and growth of the Group;
- (vi) motivate Participants to excel in their performance and to maintain a high level of contribution to the Group; and
- (vii) meet guidelines on the deferral of employees' variable compensation in line with prevailing regulatory requirements.

### 4. ELIGIBILITY

4.1 The following persons shall be eligible to participate in the Plan, at the absolute sole discretion of the Committee:

- (i) Group Employees (other than Executive Directors) who hold such rank as may be designated by the Committee from time to time;
- (ii) Executive Directors;
- (iii) Non-Executive Directors;
- (iv) Independent Directors; and
- (v) Controlling Shareholders and their Associates who fall under sub-paragraphs (i) to (iv) above,

provided always that such persons:

- (a) have attained the legal age of 21 years on or before the Award Date; and
- (b) are not undischarged bankrupts or have not entered into any composition with their creditors.

Participation in the Plan by Controlling Shareholders or their Associates must be approved by independent Shareholders. A separate resolution shall be passed for each such Participant and to approve the actual number of Shares proposed to be awarded to that Participant and the terms of such Award.

4.2 There shall be no restriction on the eligibility of any Participant to participate in any other share option plan or share incentive plans implemented or to be implemented by the Company, or any other company within the Group.

4.3 Subject to the Companies Act and requirements of the SGX-ST and the Rules of the Plan, the terms of eligibility for participation in the Plan may be amended from time to time at the absolute sole discretion of the Committee.

**5. LIMITATION ON THE SIZE OF THE PLAN AND MAXIMUM ENTITLEMENTS**

5.1 The aggregate number of Shares which may be available pursuant to Awards granted under the Plan on any date, when added to the number of new Shares issued and issuable in respect of:

- (i) all Awards granted under the Plan; and
- (ii) all options or awards granted under any other option scheme or share plan which the Company may implement from time to time,

shall not exceed fifteen per cent. (15%) of the total number of issued Shares (excluding Treasury Shares) on the day preceding the relevant Award Date.

5.2 The aggregate number of Shares available to eligible Controlling Shareholders and their Associates under the Plan shall not exceed twenty-five per cent. (25%) of the Shares available under the Plan. In addition, the number of Shares available to each Controlling Shareholder or his Associate shall not exceed ten per cent. (10%) of the Shares available under the Plan.

5.3 The Company shall have the flexibility to deliver existing Shares to Participants upon the Vesting of their Awards as provided in Rule 8.3. Subject to applicable laws and the rules of the Listing Manual, the number of existing Shares purchased from the market or from Shares held in treasury or purchased under any share purchase mandate which may be delivered upon the Vesting of Awards will not be subject to any limit, as such method of settlement will not involve the issuance of any new Shares.

5.4 In determining the number of new Shares available on any date for the grant of Awards under the Plan, Shares which are the subject of Awards which have lapsed for any reason whatsoever may be the subject of further Awards granted by the Committee under the Plan.

5.5 If however, due to a reduction of the Company's capital or a buy-back of its shares, the Shares Released under the Awards exceed fifteen per cent. (15%) of the Company's total number of issued Shares excluding Treasury Shares, this will not invalidate any such Release.

**6. GRANT OF AWARDS**

6.1 Subject to the Rules of the Plan, the Committee may grant Award(s) to eligible Group Employees and/or Non-Executive Directors (as part of their directors' remuneration in lieu of cash and/or to give recognition to the contributions made or to be made by them to the success of the Group) as the Committee may select, in its absolute discretion, at any time in the course of a financial year during the period when the Plan is in force.

6.2 In relation to an Award, the Committee shall decide, *inter alia*, in its absolute discretion:

- (i) the Participant;
- (ii) the Award Date;
- (iii) the number of Shares which are the subject of the Award;
- (iv) in the case of a Performance-related Award:
  - (a) the Performance Condition(s);
  - (b) the relevant Performance Period(s); and
  - (c) the extent to which Shares which are the subject of that Award shall be Released on the Performance Condition(s) being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be, at the end of the Performance Period(s);



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- (v) the Vesting Period(s) and Vesting Date(s) (if any);
- (vi) the Release Schedule;
- (vii) the Retention Period(s) in relation to any or all of the Shares comprised in the Award (if any); and
- (viii) any other condition which the Committee may determine in relation to that Award.

6.3 The selection of a Participant and the number of Shares which are the subject of each Award to be granted to a Participant in accordance with the Plan shall be determined at the absolute discretion of the Committee, which shall take into account such criteria as it considers fit, including (but not limited to), in the case of a Group Employee, his rank and responsibilities, job performance, years of service, potential for future development, contribution to the success and development of the Group, and in the case of a Non-Executive Director, his board and board committee appointments and attendance, and his contribution to the success and development of the Group, and in the case of a Performance-related Award, the extent of effort and resourcefulness required to achieve the Performance Condition(s) within the Performance Period(s).

6.4 In respect of any Performance-related Award, the Committee may amend or waive the Performance Condition(s), the Performance Period(s), the extent to which Shares which are the subject of that Award shall be Released on the Performance Condition(s) being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be, at the end of the Performance Period(s), and in respect of any Award, the Committee may amend or waive the Vesting Period(s), the Vesting Date(s), the Release Schedule, the Retention Period(s) and/or any condition applicable to that Award:

- (i) in the event of a take-over offer being made for the Shares or if Shareholders approve, or under the Companies Act, the Court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies or in the event of a proposal to liquidate or sell all or substantially all of the assets of the Company; or
- (ii) in the case of a Performance-related Award, if any event occurs or circumstances arise which causes the Committee to conclude that:
  - (a) a changed Performance Condition and/or the Release Schedule would be a fairer measure of performance and would be no less difficult to satisfy; or
  - (b) the Performance Condition and/or the Release Schedule should be waived,

the Committee shall as soon as practicable, notify the Participants of such change or waiver.

For the purposes of Rule 6.4(ii), events which could cause the Committee to change or waive the Performance Condition and/or the Release Schedule include (but are not limited to) major acquisitions, significant changes in the business environment and significant changes to the capital structure of the Company, as determined by the Committee in its absolute discretion.

6.5 The Committee shall issue an Award Letter confirming the Award and specifying the following in relation to the Award:

- (i) the Award Date;
- (ii) the number of Shares which are the subject of the Award;
- (iii) in the case of a Performance-related Award:
  - (a) the Performance Condition(s);

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- (b) the relevant Performance Period(s); and
  - (c) the extent to which Shares which are the subject of that Award shall be released on the Performance Condition(s) being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be, at the end of the Performance Period(s);
  - (iv) the Vesting Period(s) and Vesting Date(s) (if any);
  - (v) the Release Schedule;
  - (vi) the Retention Period(s) in relation to any or all of the Shares comprised in the Award (if any); and
  - (vii) any other condition which the Committee may determine in relation to that Award, to each Participant as soon as is reasonably practicable after the making of an Award.
- 6.6 Participants are not required to furnish any consideration (including making any payment) for the grant of the Awards or the issue or transfer of Shares upon the Vesting of an Award.
- 6.7 An Award or Released Award shall be personal to the Participant to whom it is granted and, prior to the allotment and/or transfer to the Participant of the Shares to which the Released Award relates, shall not be transferred (other than to a Participant's personal representative on the death of that Participant), charged, assigned, pledged or otherwise disposed of, in whole or in part, except to the extent set out in the Award Letter or with the prior approval of the Committee and if a Participant shall do, suffer or permit any such act or thing as a result of which he would or might be deprived of any rights under an Award or Released Award without the prior approval of the Committee, that Award or Released Award shall immediately lapse.

### 7. EVENTS PRIOR TO THE VESTING OF AWARDS

- 7.1 All Awards granted shall, to the extent not yet Released, immediately lapse without any claim whatsoever against the Company:
- (i) in the event of misconduct on the part of a Participant as determined by the Committee in its discretion;
  - (ii) subject to Rule 7.2(iii), the Participant (being a Group Employee) ceasing to be in the employment of the Company or its subsidiaries for any reason whatsoever; or
  - (iii) in the event of an order being made or a resolution passed for the winding-up of the Company on the basis, or by reason, of its insolvency.

For the purposes of Rule 7.1(ii), the Participant shall be deemed to have ceased to be so employed as at the date the notice of termination of employment is tendered by or is given to him, unless such notice shall be withdrawn prior to its effective date. For the avoidance of doubt, no Award shall lapse pursuant to Rule 7.1(ii) in the event of a transfer of employment of a Participant within the Group.

- 7.2 If any of the following events occur, the Committee may, in its absolute discretion, preserve all or any part of any Award then held by a Participant, to the extent not yet Released, and decide as soon as reasonably practicable following the occurrence of such event either to Vest all or some of the Shares which are the subject of the Award or to preserve all or part of any Award until the end of the relevant Performance Period or Vesting Period (as the case may be) and subject to the provisions of the Plan:
- (i) the death of a Participant;
  - (ii) the bankruptcy of the Participant or the happening of any other event which results in his being deprived of the legal and/or beneficial ownership of an Award;

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- (iii) the Participant (being a Group Employee) ceasing to be in the employment of the Group by reason of:
  - (a) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
  - (b) redundancy (as defined by the Committee);
  - (c) retirement at or after the legal retirement age;
  - (d) retirement before the legal retirement age with the consent of the Committee;
  - (e) the company by which he is employed or to which he is seconded, as the case may be, ceasing to be a company within the Group or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within the Group; or
  - (f) any other reason approved in writing by the Committee;
- (iv) the Participant, being a Non-Executive Director, ceasing at any time to be a director of any company within the Group, for any reason whatsoever; or
- (v) any other event approved by the Committee.

In exercising its discretion, the Committee will take into account all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant and in the case of a Performance-related Award, the extent to which the Performance Condition(s) have been satisfied. For the avoidance of doubt, the Committee may, in its absolute discretion, decide not to Vest any of the Shares which are the subject of the Award.

7.3 Without prejudice to the provisions of Rule 6.4, if before the Vesting Date, any of the following occurs:

- (i) a take-over offer for the Shares or, if such offer is conditional, becomes or is declared unconditional;
- (ii) a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies is approved by Shareholders and/or sanctioned by the Court under the Companies Act (or other applicable statute); or
- (iii) the Shareholders pass a resolution for a members' solvent voluntary winding-up of the Company (other than for amalgamation or reconstruction),

the Committee may consider, at its discretion, whether or not to Vest any Award, and will take into account all circumstances on a case-by-case basis, including but not limited to, the contributions made by that Participant. If the Committee decides to Vest any Award, then in determining the number of Shares to be Vested in respect of such Award, the Committee will have regard to the proportion of the Performance Period(s) or Vesting Period(s) (as the case may be) which has elapsed and, in the case of a Performance-related Award, the extent to which the Performance Condition(s) has been satisfied. Where Awards are Vested, the Committee will, as soon as practicable after the Awards have been Vested, procure the allotment and/or transfer to each Participant of the number of Shares so determined, such allotment and/or transfer to be made in accordance with Rule 8. If the Committee so determines, the Release of Awards may be satisfied in cash as provided in Rule 8.

7.4 Notwithstanding anything to the contrary contained in any provision of the Plan or any Award Letter, if before any Vesting Date in respect of an Award, the Committee in its absolute discretion determines that:

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- (a) that Award has been granted on the basis of materially inaccurate financial statements; and/or
- (b) the Participant has been engaged in conduct that has directly or indirectly caused, resulted in and/or contributed to:
  - (i) any financial loss or reputational harm to the Company and/or the Group; and/or
  - (ii) the need for a restatement of the financial results or financial statements of the Company and/or the Group; and/or
  - (iii) any adverse change in the risk profile or (where applicable) the rating of the Company and/or the Group,

or is otherwise detrimental to the Company and/or the Group and/or the businesses conducted by any member of the Group,

then the Committee may at its absolute discretion cancel all or any part of that Award.

### 8. VESTING AND RELEASE OF AWARDS

#### 8.1 Review of Performance Condition(s) in relation to Performance-related Awards:

- (i) As soon as reasonably practicable after the end of each Performance Period of a Performance-related Award, the Committee shall review the Performance Condition(s) specified in respect of that Award and determine at its discretion whether it and/or any other condition applicable to that Award has been satisfied and, if so, the extent to which it and/or any other condition applicable to that Award has been satisfied (whether fully or partially), and thereupon determine at its discretion the number of Shares (if any) comprised in such Award to be Released to the relevant Participant.
- (ii) If the Committee determines in its sole discretion that the Performance Condition(s) and/ or any other condition applicable to that Award has not been satisfied (whether fully or partially) or (subject to Rule 7) if the relevant Participant has not continued to be a Group Employee or Non-Executive Director, as the case may be, from the Award Date up to the end of the relevant Performance Period, that Award shall lapse and be of no value and the provisions of Rules 8.2 to 8.9 shall be of no effect in respect of that Award.
- (iii) The Committee shall have full discretion to determine whether the Performance Condition(s) and/or any other condition applicable to that Award has been satisfied (whether fully or partially) or exceeded and in making any such determination, the Committee shall have the right to refer to and to make computational adjustments to the audited results of the Company or the Group, as the case may be, to take into account such factors as the Committee may determine to be relevant, including changes in accounting methods, taxes and extraordinary events, and shall further have the right to amend the Performance Condition(s) if the Committee decides that a changed performance target would be a fairer measure of performance.
- (iv) In relation to a Performance-related Award which is not subject to any Vesting Period, if the Committee determines in its sole discretion that the Performance Condition(s) and/or any other condition applicable to that Award has been satisfied (whether fully or partially) or exceeded, and provided that the relevant Participant has continued to be a Group Employee or Non-Executive Director (as the case may be) from the Award Date up to the end of the relevant Performance Period, it may Vest in that Participant:
  - (a) in the case where it is determined that the Performance Condition(s) and/or any other condition applicable to that Award has been fully satisfied, the number of Shares to which that Award relates in accordance with the Release Schedule specified in respect of that Award on the Vesting Date; or

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- (b) in all other cases, such number of Shares as may be determined by the Committee in its absolute discretion.
    - (v) In relation to a Performance-related Award which is subject to a Vesting Period or Vesting Periods, the provisions of Rule 8.2 shall apply to the Release of Shares in respect of such Award.
  - 8.2 In relation to an Award which is subject to a Vesting Period or Vesting Periods, subject to the Committee having determined that the prescribed Performance Condition(s), the Vesting Period(s) (as the case may be) or such other conditions applicable to an Award have been satisfied and (subject to Rule 7) provided that the Participant has continued to be a Group Employee or Non- Executive Director (as the case may be) from the Award Date up to the end of the relevant Vesting Period and provided further that, in the opinion of the Committee, the job performance of the relevant Participant has been satisfactory, upon the expiry of the relevant Vesting Period, the Committee will Vest in the Participant the number of Shares in accordance with the Release Schedule specified in respect of that Award on the Vesting Date.
  - 8.3 Subject to the Companies Act and the rules of the Listing Manual, the Company shall have the flexibility to deliver Shares to Participants upon the Release of their Awards by way of:
    - (i) an allotment and issue of new Shares; and/or
    - (ii) the transfer of existing Shares, including (subject to applicable laws) any Shares acquired by the Company pursuant to a share purchase mandate and/or held by the Company as Treasury Shares.
- In determining whether to issue new Shares and/or to deliver existing Shares to Participants upon the Release of their Awards, the Company will take into account factors such as (but not limited to):
- (a) the prevailing market price of the Shares;
  - (b) the prevailing market price of the Shares relative to the financial performance of the Company;
  - (c) the cash position of the Company;
  - (d) the projected cash needs of the Company;
  - (e) the dilution impact (if any);
  - (f) the cost to the Company of either issuing new Shares or purchasing existing Shares; and
  - (g) the liquidity of the Shares based on the average daily trading volume of the Shares, and in particular whether the repurchase by the Company of existing Shares to deliver to Participants upon Vesting and Release of their Awards would materially impact upon the market price of the Shares.
- 8.4 Shares which are the subject of a Vested Award shall be Released to a Participant on the Release Date, which shall be a Market Day falling as soon as practicable after the determination by the Committee referred to in Rules 8.1 or 8.2 and the relevant Vesting Date. On the Release Date, the Committee will procure the allotment and/or transfer to each Participant of the number of Shares so determined (which may, in the case of a transfer of Shares and to the extent permitted by law, include Shares held by the Company as Treasury Shares).
  - 8.5 Where new Shares are allotted upon the Release of an Award, the Company shall, as soon as practicable after such allotment, apply to the SGX-ST for permission to deal in and for quotation of such Shares.

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- 8.6 Shares which are allotted or transferred on the Release of an Award to a Participant shall be issued or registered (as the case may be) in the name of CDP for the credit of:
- (i) the securities account of that Participant maintained with CDP;
  - (ii) the securities sub-account of that Participant maintained with a Depository Agent; or
  - (iii) the CPF investment account of that Participant maintained with a CPF agent bank,
- in each case, as designated by that Participant.
- 8.7 New Shares<sup>1</sup> allotted and issued, and existing Shares<sup>2</sup> (whether purchased from the market or held by the Company as Treasury Shares) transferred or procured by the Company to be transferred, on the Release of an Award, shall:
- (i) be subject to all the provisions of the Constitution; and
  - (ii) rank in full for all entitlements, including dividends, rights, or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which is on or after the relevant Release Date, and shall in all other respects rank *pari passu* with other existing Shares then in issue.
- 8.8 Shares which are allotted and issued or transferred to a Participant pursuant to the Release of an Award shall not be transferred (other than to a Participant's personal representative on the death of that Participant), charged, assigned, pledged or otherwise disposed of, in whole or in part, during the Retention Period(s) (if any), except to the extent set out in the Award Letter or with the prior approval of the Committee. The Company may take steps that it considers necessary or appropriate to enforce or give effect to this disposal restriction including specifying in the Award Letter the conditions which are to be attached to an Award for the purpose of enforcing this disposal restriction.
- 8.9 The Committee shall have the flexibility to approve the Release of an Award, wholly or partly, in the form of cash rather than Shares, in which event the Participant shall receive on the Release Date, in lieu of all or part of the Shares which would otherwise have been allotted and issued or transferred to him on the Release of his Award, the aggregate value of the relevant number of Shares in cash, with the value of each Share being for this purpose the Market Price. Any payment in cash shall be paid in Singapore dollars by cheque or electronic bank deposit in the Participant's name or such other means as the Committee may consider fit.

In determining whether to release an Award, wholly or partly, in the form of cash rather than Shares, the Committee will take into account factors such as (but not limited to) the cost to the Company of releasing an Award, wholly or partly, in the form of cash rather than Shares. In considering the cost factor, the Committee will take into account relevant factors such as taxation issues arising from the issue of new Shares and/or purchase of existing Shares and the payment of cash, the availability of cash for payment and the cost of funding the cash payment, if necessary.

## 9. ADJUSTMENTS

- 9.1 If a variation in the share capital or reserves of the Company (whether by way of a bonus issue or rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place or if the Company shall make a capital distribution or a declaration of a special dividend (whether interim or final and whether in cash or in specie), then the Committee may in its sole discretion determine whether:

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<sup>1</sup> Where new fully paid Shares are to be allotted and issued, the Committee must inform the Company Secretary so that arrangements can be made for the allotment of the Shares, the issuance of the certificate(s) for the Shares, the filing of the requisite forms with ACRA and the application to the SGX-ST for listing and quotation of the new Shares.

<sup>2</sup> Where Shares held as Treasury Shares are to be used for delivery, the Committee must inform the Company Secretary so that arrangements can be made for the filing of the requisite forms with ACRA and notification of use of treasury shares with the SGX-ST.

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- (i) the class and/or number of Shares which are the subject of an Award to the extent not yet Vested; and/or
- (ii) the class and/or number of Shares in respect of which future Awards may be granted under the Plan,

may be adjusted and, if so, in such manner as the Committee may in its sole discretion determine to be appropriate. Any adjustment (except in relation to a bonus issue) shall be made upon the written confirmation of the Auditors (or, in lieu of the Auditors, other consultants acceptable to the SGX-ST) (acting only as experts and not as arbitrators), that in their opinion, such adjustment is fair and reasonable.

9.2 The following (whether singly or in combination) shall not be regarded as events requiring adjustments unless the Committee considers an adjustment to be appropriate pursuant to Rule 9.1 above:

- (i) the issue of securities as consideration for an acquisition of any assets by the Company or a private placement of securities;
- (ii) any increase in the number of issued Shares as a consequence of the exercise of options or other convertibles issued from time to time by the Company entitling holders thereof to acquire new Shares (including the allotment and issue of Shares pursuant to other share-based incentive schemes implemented by the Company) or any scrip dividend scheme for the time being of the Company; or
- (iii) the cancellation of issued Shares purchased by the Company by way of market purchase(s) of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by Shareholders (including any renewal thereof) is in force.

9.3 Notwithstanding the provisions of Rule 9.1, no such adjustment shall be made if as a result of such adjustment, a Participant receives a benefit that a Shareholder does not receive.

9.4 Upon any adjustment required to be made under this Rule 9, the Company shall notify the Participant (or his duly appointed personal representative(s) where applicable) in writing and deliver to him (or his duly appointed personal representative(s) where applicable) a statement setting forth (as applicable) the class and/or number of Shares thereafter to be issued or transferred on the Vesting of an Award. Any adjustment shall take effect upon such written notification being given or on such other date as may be specified in such written notification.

### 10. MODIFICATIONS TO THE PLAN

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

- (i) no modification or alteration shall adversely alter the rights attached to any Award granted prior to such modification or alteration except with the consent in writing of such number of Participants who, if their Awards were Released to them in full upon the expiry of the Performance Periods or, as the case may be, all the Vesting Periods applicable to their Awards, would become entitled to not less than three-quarters of the total number of Shares which would fall to be Vested upon Release of all outstanding Awards upon the expiry of the Performance Periods or, as the case may be, all the Vesting Periods applicable to all such outstanding Awards;
- (ii) the definitions of "Associate", "Committee", "Controlling Shareholder", "Executive Director", "Group", "Group Employee", "Non-Executive Director", "Participant", "Performance Period" and "Vesting Period" and the provisions of Rules 4, 5, 6, 7, 8 and 11 and this Rule 10 shall not be altered to the advantage of Participants except with the prior approval of the Shareholders in general meeting; and

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- (iii) no modification or alteration shall be made without the prior approval of the SGX-ST and such other regulatory authorities as may be required.
- 10.2 Notwithstanding anything to the contrary contained in Rule 10.1, the Committee may at any time by a resolution (and without any other formality save for the prior approval of the SGX-ST and such other regulatory authorities as may be necessary) modify or amend the Rules of the Plan in any way to the extent necessary or desirable, in the opinion of the Committee, to cause the Plan to comply with, or take into account, any statutory provision (or any amendment or modification thereto, including amendment of or modification to the Companies Act) or the provisions or the regulations of any regulatory or other relevant authority or body (including but not limited to the SGX-ST).
- 10.3 For the purposes of Rule 10.1, the opinion of the Committee as to whether any modification or alteration would adversely alter the rights attached to any Award shall be final, binding and conclusive. For the avoidance of doubt, nothing in this Rule 10.3 shall affect the right of the Committee under any other provision of the Plan to amend or adjust any Award.
- 10.4 Written notice of any modification or alteration made in accordance with this Rule 10 shall be given to all Participants.

### 11. ADMINISTRATION OF THE PLAN

- 11.1 The Plan shall be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the Board from time to time, provided that no member of the Committee shall participate in any deliberation or decision in respect of Awards granted or to be granted to him.
- 11.2 The Committee shall have the power, from time to time, to make and vary such arrangements, guidelines and/or regulations (not being inconsistent with the Plan) for the implementation and administration of the Plan, to give effect to the provisions of the Plan and/or to enhance the benefit of the Awards and/or the Released Awards to the Participants, as they may, in their absolute discretion, think fit. Any matter pertaining or pursuant to the Plan and any dispute and uncertainty as to the interpretation of the Plan, any rule, regulation or procedure thereunder or any rights under the Plan shall be determined by the Committee.
- 11.3 Neither the Plan nor the grant of Awards under the Plan shall impose on the Company or the Committee (or any of its members) any liability whatsoever in connection with:
- (i) the lapsing of any Awards (including early expiry thereof) pursuant to any provision of the Plan;
  - (ii) the failure or refusal by the Committee to exercise, or the exercise by the Committee of, any discretion under the Plan; and/or
  - (iii) any decision or determination of the Committee made pursuant to any provision of the Plan.
- 11.4 Any decision or determination of the Committee made pursuant to any provision of the Plan (other than a matter to be certified by the Auditors), including, for the avoidance of doubt, any decisions pertaining to disputes as to the interpretation of the Plan or any rule, regulation or procedure thereunder or as to any rights under the Plan, shall be final, binding and conclusive. The Committee shall not be required to furnish any reasons for any decision or determination made by it.

### 12. DURATION OF THE PLAN

- 12.1 The Plan shall continue in force at the discretion of the Committee, subject to a maximum period of ten (10) years commencing on the date on which the scheme of arrangement (proposed in accordance with Section 210 of the Companies Act), as set out in the document dated 6 October 2021 issued by Avi-Tech Electronics Limited to its shareholders, becomes effective in accordance with its terms, provided always that the Plan may continue beyond the aforesaid



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stipulated period with the approval of Shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required.

- 12.2 The Plan may be terminated at any time by the Committee or, at the discretion of the Committee, by resolution of the Company in general meeting, subject to all relevant approvals which may be required and if the Plan is so terminated, no further Awards shall be granted by the Committee hereunder.
- 12.3 The expiry or termination of the Plan shall not affect Awards which have been granted prior to such expiry or termination, whether such Awards have been Released (whether fully or partially) or not.

### 13. TERMS OF EMPLOYMENT UNAFFECTED

The Plan or any Award granted under the Plan shall not form part of any contract of employment between the Company and/or any of its subsidiaries and any Participant and the rights and obligations of any Participant under the terms of his office or employment with such company within the Group shall not be affected by his participation in the Plan, which shall neither form part of such terms nor entitle him to take into account such participation in calculating any compensation or damages on the termination of his employment or appointment for any reason whatsoever.

### 14. DISCLOSURES IN ANNUAL REPORT

- 14.1 The Company shall disclose the following (where applicable) in its annual report for as long as the Plan continues in operation and as from time to time required by the Listing Manual:

- (i) the names of the members of the Committee administering the Plan;
- (ii) in respect of the following Participants:
  - (a) Participants who are Directors;
  - (b) Participants who are Controlling Shareholders or their Associates; and
  - (c) Participants, other than those in sub-paragraphs (a) and (b) above, who have received Shares pursuant to the Release of Awards granted under the Plan which, in aggregate, represent five per cent. (5%) or more of the aggregate of:
    - (1) the total number of new Shares available under the Plan; and
    - (2) the total number of existing Shares delivered pursuant to Awards Released under the Plan;

the following information:

- (aa) the name of the Participant;
- (bb) the following particulars relating to Shares delivered pursuant to Awards Released under the Plan:
  - (1) the number of new Shares issued to such Participant during the financial year under review; and  
the number of existing Shares transferred to such Participant during the financial year under review; and
- (iii) in relation to Awards, the following information:

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- (a) the aggregate number of Shares comprised in Awards granted under the Plan since the commencement of the Plan to the end of the financial year under review;
- (b) the aggregate number of Shares comprised in Awards which have been Released under the Plan during the financial year under review and in respect thereof, the proportion of:
  - (1) new Shares issued; and
  - (2) existing Shares transferred and, where existing Shares were purchased for delivery, the range of prices at which such Shares have been purchased,upon the Release of the Awards granted under the Plan; and
- (c) the aggregate number of Shares comprised in Awards granted under the Plan which have not been Released as at the end of the financial year under review; and
- (iv) any other information required to be so disclosed pursuant to the Listing Manual or the Companies Act.

If any of the information above is not applicable, an appropriate negative statement shall be included therein.

### 15. NOTICES AND COMMUNICATIONS

- 15.1 All notices and communications to be given by a Participant to the Company shall be made or sent to the registered office of the Company or such other address(es) (including electronic mail addresses) or facsimile number, and marked for the attention of the Committee, as may be notified by the Company to the Participant in writing.
- 15.2 Any notices or documents required to be given to a Participant or any correspondence to be made between the Company and the Participant shall be given or made by the Committee (or such person(s) as it may from time to time direct) on behalf of the Company and shall be delivered to him by hand or sent to him at his home address, electronic mail address or facsimile number according to the records of the Company or at the last known address, electronic mail address or facsimile number of the Participant.
- 15.3 Any notice or other communication from a Participant to the Company shall be irrevocable, and shall not be effective until received by the Company. Any notice or communication from the Company to a Participant shall be deemed to be received by that Participant, when left at the address specified in Rule 15.2 or, if sent by post, on the day following the date of posting or, if sent by electronic mail or facsimile transmission, on the day of despatch.
- 15.4 It shall be the Participant's sole responsibility to ensure that all information contained in an offer, grant, acceptance and/or Release of an Award, including without any limitation, the Award Letter under Rule 6.5 and/or any correspondence in relation thereto ("**Communication**") is complete, accurate, current, true and correct.
- 15.5 The Company's records of the Communications, and its record of any transactions maintained by any relevant person authorised by the Company relating to or connected with the Plan, whether stored in electronic or printed form, shall be binding and conclusive on a Participant and shall be conclusive evidence of such Communications and/or transactions. All such records shall be admissible in evidence and the Participant shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and the Participant waives any of his rights (if any) to so object.

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- 15.6 Any provision in these Rules requiring a Communication to be signed by a Participant may be satisfied in the case of an electronic Communication, by the execution of any on-line act, procedure or routine designated by the Company to signify the Participant's intention to be bound by such Communication.

### 16. COSTS AND EXPENSES

- 16.1 Each Participant shall be responsible for all fees of CDP, any Depository Agent, or, if applicable, any CPF agent bank relating to or in connection with the allotment and issue or transfer of any Shares pursuant to the Release of any Award in CDP's name, the deposit of share certificate(s) with CDP, the crediting of the Participant's securities account with CDP, or the Participant's securities sub-account with a Depository Agent or, if applicable, the Participant's CPF investment account with a CPF agent bank.

- 16.2 Save for the above, taxes referred to in Rule 17 and such other costs and expenses expressly provided in the Plan to be payable by the Participants, all other fees, costs and expenses incurred by the Company in relation to the Plan including but not limited to the fees, costs and expenses relating to the issue and allotment, or transfer, of Shares pursuant to the Release of any Award, shall be borne by the Company.

### 17. TAXES

All taxes (including income tax, if applicable) arising from the grant, Vesting and/or Release of any Award granted to any Participant under the Plan shall be borne by that Participant.

### 18. DISCLAIMER OF LIABILITY

Notwithstanding any provisions contained herein, the Committee, the Company, the Directors and the Company's employees shall not be held liable under any circumstances to any Participant or any person whomsoever for any costs, losses, expenses and damages whatsoever and howsoever arising in connection with the Plan or the administration thereof, including but not limited to the Company's delay or failure in issuing the new Shares or transferring or procuring the transfer of the existing Shares or applying for or procuring the listing of and quotation for the new Shares on the SGX-ST (and any other stock exchange on which the Shares may be listed or quoted) in accordance with the Plan.

### 19. COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

For the purposes of implementing and administering the Plan, and in order to comply with any applicable laws, listing rules, take-over rules, regulations and/or guidelines, the Company will collect, use and disclose the personal data of the Participants, as contained in each Award Letter and/or any other notice or communication given or received pursuant to the Plan, and/or which is otherwise collected from the Participants (or their authorised representatives). By participating in the Plan, each Participant 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 and/or third parties who provide services to the Company (whether within or outside Singapore), and to the collection, use and further disclosure by such parties for such purposes. Each Participant also warrants that where he discloses the personal data of third parties to the Company in connection with the Plan, he has obtained the prior consent of such third parties for the Company to collect, use and disclose their personal data for the abovementioned purposes, in accordance with any applicable laws, regulations and/or guidelines. Each Participant shall indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Participant's breach of this warranty.

### 20. DISPUTES

Any disputes or differences of any nature arising hereunder (including the interpretation or administration of the Plan) shall be referred to the Committee whose decision shall be final and binding in all respects.

**21. ISSUE CONTRARY TO LAW**

Every Award shall be subject to the condition that no Shares shall be issued or transferred pursuant to the Vesting of an Award if such issue or transfer would be contrary to any law or enactment, or any rules or regulations of any legislative or non-legislative governing body for the time being in force in Singapore or any other relevant country having jurisdiction in relation to the issue or transfer of Shares hereto.

**22. GOVERNING LAW**

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

**23. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

No person other than the Company or a Participant shall have any right to enforce any provision of the Plan or any Award by virtue of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

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**APPENDIX 5: EXTRACTS OF RESOLUTIONS PASSED IN RESPECT OF THE NEWCO  
GENERAL SHARE ISSUE MANDATE, THE NEWCO RSP MANDATE, PARTICIPATION BY A  
CONTROLLING SHAREHOLDER AND AN ASSOCIATE OF A CONTROLLING SHAREHOLDER  
IN THE NEWCO RSP 2021**

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**(1) NewCo Share Issue Mandate – Extract of resolution passed by the Subscriber Shareholder for the authority to issue shares and/or convertible instruments of NewCo**

*“RESOLVED that, subject to and conditional upon the Shareholders’ approval of the Scheme being obtained at the Court Meeting, the Shareholders’ approval of the proposed adoption of the general share issue mandate to grant the NewCo Directors the authority to issue NewCo Shares being obtained at the EGM to be held after the Court Meeting and the Scheme becoming effective, pursuant to Section 161 of the Companies Act and the Listing Manual, authority be and is hereby given pursuant to the NewCo Constitution for the NewCo Directors at any time to such persons and upon such terms and for such purposes as the NewCo Directors may in their absolute discretion deem fit, to allot and issue:–*

- (a) shares; or*
- (b) convertible securities; or*
- (c) additional securities issued pursuant to Rule 829 of the Listing Manual (notwithstanding that the authority conferred by this Resolution may have ceased to be in force at the time the additional securities are issued); or*
- (d) shares arising from the conversion of the securities in (b) and (c) above (notwithstanding that the authority conferred by this Resolution may have ceased to be in force at the time the shares are to be issued),*

*in NewCo (whether by way of rights, bonus or otherwise) at any time to such persons and upon such terms and conditions and for such purposes as the NewCo Directors may in their absolute discretion deem fit, provided that:*

- (i) the aggregate number of NewCo Shares and convertible securities to be allotted and issued pursuant to this Resolution (after deducting such number of ordinary shares in the capital of the Company (if any) which may have been allotted and issued by the Company pursuant to the Company General Share Issue Mandate to be approved at the 2021 AGM prior to the effective date of the Scheme) must be not more than fifty per cent. (50%) of the total number of issued shares (excluding treasury shares) in the capital of NewCo (calculated in accordance with (ii) below), of which the aggregate number of NewCo Shares and convertible securities in issued other than on a pro rata basis to existing shareholders must be not more than twenty per cent. (20%) of the total number of issued shares (excluding treasury shares) in the capital of NewCo (calculated in accordance with (ii) below); and*
- (ii) (subject to such manner of calculation as may be prescribed by the SGX-ST) for the purpose of determining the number of NewCo Shares and convertible securities that may be issued pursuant to (i) above, the percentage of issued shares shall be calculated based on the total number of issued NewCo Shares (excluding treasury shares) with reference to the number of issued shares (excluding treasury shares) in the capital of the Company at the time the resolution to approve the Company General Share Issue Mandate at the 2021 AGM is passed, after deducting such number of ordinary shares in the capital of the Company (if any) which may have been allotted and issued by the Company pursuant to the Company General Share Issue Mandate prior to the effective date of the Scheme, and after adjusting for (a) new NewCo Shares arising from the conversion or exercise of convertible securities which were in existence as at the time of passing of the resolution to approve the renewal of the Company General Share Issue Mandate at the 2021 AGM; (b) new NewCo Shares arising from exercising share options or vesting of share awards outstanding or subsisting which were in existence as at the time of the passing of the resolution to approve the renewal of the Company General Share Mandate at the 2021 AGM and which NewCo is party or subject to or which is otherwise binding on NewCo immediately after completion of the Restructuring pursuant to the Scheme provided the options or awards were granted in compliance with Part VIII of Chapter 8 of the Listing Manual; and (c) any subsequent consolidation or subdivision of NewCo Shares.*

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**APPENDIX 5: EXTRACTS OF RESOLUTIONS PASSED IN RESPECT OF THE NEWCO  
GENERAL SHARE ISSUE MANDATE, THE NEWCO RSP MANDATE, PARTICIPATION BY A  
CONTROLLING SHAREHOLDER AND AN ASSOCIATE OF A CONTROLLING SHAREHOLDER  
IN THE NEWCO RSP 2021**

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*In exercising the authority conferred by this Resolution, NewCo shall comply with the provisions of the Listing Manual for the time being in force (unless such compliance has been waived by the SGX-ST) and the constitution for the time being of NewCo.*

*Unless revoked or varied by ordinary resolution of the NewCo Shareholders in general meeting, this Resolution shall remain in force until the conclusion of the next AGM or the date by which the next AGM of NewCo is required by law to be held, whichever is earlier.”*

**(2) NewCo RSP Mandate – Extract of resolution passed by the Subscriber Shareholder for the authority to issue shares under the NewCo RSP 2021**

*“RESOLVED that, subject to and conditional upon the Shareholders’ approval of the Scheme being obtained at the Court Meeting, the Shareholders’ approval of the proposed adoption of the NewCo RSP 2021 being obtained at the EGM to be held after the Court Meeting and the Scheme becoming effective, authority be and is hereby given to the NewCo Directors pursuant to Section 161 of the Companies Act and the NewCo Constitution to:*

- (a) establish and administer the NewCo RSP 2021;*
- (b) modify and/or alter the NewCo RSP 2021 at any time and from time to time provided that such modification and/or alteration is effected in accordance with the rules of the NewCo RSP 2021, and to do all such acts and enter into all transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the NewCo RSP 2021;*
- (c) grant Awards in accordance with the rules of the NewCo RSP 2021 and to allot and issue or deliver from time to time such number of fully paid-up new NewCo Shares or NewCo treasury shares required pursuant to the vesting of the Awards under the NewCo RSP 2021;*
- (d) when the Committee has decided on the grant of any awards in accordance with the provisions of the NewCo RSP 2021, and where such awards relate to the issue of new NewCo Shares, then pursuant to Section 161 of the Companies Act, Chapter 50, the NewCo Directors be authorised and empowered to allot and/or issue from time to time such number of fully-paid NewCo Shares as may be required to be allotted and/or issued pursuant to the vesting of the awards under the NewCo RSP 2021, provided always that the aggregate number of new NewCo ordinary shares to be allotted and/or issued pursuant to the NewCo RSP 2021 and any other share based schemes (if applicable), which NewCo may have in place, shall not exceed fifteen per cent. (15%) of the total issued shares excluding treasury shares and subsidiary holdings in the capital of NewCo from time to time and that such authority shall, unless revoked or varied by NewCo in a general meeting, continue in force until the conclusion of the next AGM of NewCo or the date by which the next AGM of NewCo is required by law to be held, whichever is earlier; and*
- (e) complete and do all acts and things (including executing such documents as may be required) as they may consider necessary, desirable or expedient for the purposes of or to give effect to this Resolution as they think fit and in the interests of NewCo.*

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**APPENDIX 5: EXTRACTS OF RESOLUTIONS PASSED IN RESPECT OF THE NEWCO  
GENERAL SHARE ISSUE MANDATE, THE NEWCO RSP MANDATE, PARTICIPATION BY A  
CONTROLLING SHAREHOLDER AND AN ASSOCIATE OF A CONTROLLING SHAREHOLDER  
IN THE NEWCO RSP 2021**

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**(3) Participation by a Controlling Shareholder in the NewCo RSP 2021 – Extract of resolution passed by the Subscriber Shareholder for participation by a Controlling Shareholder in the NewCo RSP 2021**

*“RESOLVED that, subject to the Shareholders’ approval of the Scheme, the Shareholders’ approval of the NewCo RSP Proposal being obtained at the EGM to be held after the Court Meeting and the Scheme becoming effective, approval be and is hereby given for the participation of Lim Eng Hong, the Subscriber Shareholder of NewCo who will be a Controlling Shareholder of NewCo upon the Scheme being effective, in the NewCo RSP 2021.”*

**(4) Participation by an Associate of a Controlling Shareholder in the NewCo RSP 2021 – Extract of resolution passed by the Subscriber Shareholder for participation by an Associate of a Controlling Shareholder in the NewCo RSP 2021**

*“RESOLVED that, subject to the Shareholders’ approval of the Scheme, the Shareholders’ approval of the NewCo RSP Proposal being obtained at the EGM to be held after the Court Meeting and the Scheme becoming effective, approval be and is hereby given for the participation of Lim Tai Meng Alvin, an associate of Lim Eng Hong (the Subscriber Shareholder of NewCo who will be a Controlling Shareholder of NewCo upon the Scheme being effective), in the NewCo RSP 2021.”*

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## APPENDIX 6: CONDITIONS PRECEDENT

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### CONDITIONS PRECEDENT

As referred to in paragraph 3.9 of this Document, the Scheme is subject to and conditional upon the satisfaction or waiver (as the case may be) of the Conditions Precedent set out below (all capitalised terms used and not defined in this Appendix have the same meanings given to them in this Document):

- (a) **Shareholders' Approval:** the approval of the Scheme by a majority in number of Avi-Tech Electronics Shareholders present and voting, either in person or by proxy, at the Court Meeting, such majority holding at least three-fourths in value of the Avi-Tech Electronics Shares held by the Avi-Tech Electronics Shareholders present and voting either in person or by proxy at the Court Meeting, in compliance with the requirements under Section 210(3AB) of the Companies Act;
- (b) **Court Order:** sanction of the Scheme by the Court being granted by the Court Order and such Court Order having become final;
- (c) **ACRA Lodgement:** lodgement and registration of the Court Order with ACRA pursuant to Section 210(5) of the Companies Act;
- (d) **Regulatory Approvals:** prior to the first application to the Court for an order to convene the Court Meeting, the following approvals having been obtained and not having been withdrawn or revoked on or the Scheme Record Date, on terms satisfactory to the Company:
  - (i) declaration or exemption from MAS such that Subdivisions (2) and (3) of Division 1 of Part XIII of the SFA (other than Section 257 of the SFA) shall not apply to the offer of the Avi-Tech Holdings Shares made to the Shareholders pursuant to the Scheme and the Restructuring, subject to any conditions as may be imposed by the MAS;
  - (ii) confirmation from the SGX-ST that the Restructuring is not subject to the admission and delisting requirements under Chapters 2 and 13 of the Listing Manual; and
  - (iii) approval in-principle from the SGX-ST for: (aa) the Scheme; (bb) the Document; and (cc) the listing of, and quotation for, all the NewCo Shares;
- (e) **Authorisations:** in addition to the approvals mentioned in paragraph 3.9(d) above:
  - (i) in relation to NewCo, all consents, authorisations, waivers and approvals which are necessary or required to be obtained by NewCo (for or in respect of the Scheme and the Restructuring) under all applicable laws and regulations from any third parties or Governmental Agencies; and
  - (ii) in relation to the Company, all consents, authorisations, waivers and approvals which are necessary or required to be obtained by the Company (for or in respect of the Scheme and the Restructuring) under all applicable laws and regulations from any third parties or Governmental Agencies,

(collectively, the "**Authorisations**") having been obtained and such Authorisations not having been withdrawn or revoked (if applicable) on or before the Scheme Record Date, and if any of such Authorisations is subject to any conditions or requires any actions or obligations to be taken or performed, all such actions or obligations having been duly taken or performed on or prior to the Scheme Record Date save where the failure to obtain any such Authorisation, the withdrawal or revocation of any such Authorisation, or the failure to meet any such condition or take any such action or perform any such obligation in relation to such Authorisation would not have a material effect on the NewCo or the Company;
- (f) **No Legal or Regulatory Restraint:** between the date of the Implementation Agreement and up to the Scheme Record Date, no injunction or other order, legal or regulatory restraint, prohibition or condition preventing the consummation of the Restructuring or the implementation of the Scheme (or the proposed transactions relating to the Scheme and the Restructuring) having been issued by any Governmental Agency or by any court of competent jurisdiction and remaining in effect as at the Scheme Record Date;



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## APPENDIX 6: CONDITIONS PRECEDENT

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- (g) **No Prescribed Occurrence:** between the date of the Implementation Agreement and up to the Scheme Record Date, no Prescribed Occurrence (as set out in Appendix 7 to this Document) in relation to the Company (or where applicable, any of its subsidiaries) or NewCo (as the case may be) having occurred other than as required or contemplated by the Implementation Agreement;
- (h) **Conversion to Public Company and New Constitution:** the conversion of NewCo into a public company limited by shares and the adoption by NewCo of new constitution in a form to be agreed between NewCo and the Company and which is in accordance with the Listing Manual;
- (i) **No Termination:** the Implementation Agreement not having been terminated pursuant to Clause 5 of the Implementation Agreement;
- (j) **Representations and Warranties of the Company:** the representations and warranties of the Company set out in the Implementation Agreement being true and correct in each case as of the date of the Implementation Agreement and as of the Scheme Record Date as though made on and as of that date except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date); and the Company shall have, as of the Scheme Record Date, performed and complied in all material respects with all covenants and agreements contained in the Implementation Agreement which are required to be performed by or complied with by it, on or prior to the Scheme Record Date;
- (k) **Representations and Warranties of NewCo:** the representations and warranties of NewCo set out in the Implementation Agreement being true and correct in each case as of the date of the Implementation Agreement and as of the Scheme Record Date as though made on and as of that date except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date); and NewCo shall have, as of the Scheme Record Date, performed and complied in all material respects with all covenants and agreements contained in the Implementation Agreement which are required to be performed by or complied with by it, on or prior to the Scheme Record Date; and
- (l) **Subscriber Shareholder Undertaking:** the delivery by the Company to NewCo of the duly executed Subscriber Shareholder Undertaking.

As at the Latest Practicable Date, save for conditions set out under paragraphs (a), (b), (c), (e)(ii), (f), (g), (i), (j) and (k) above which are expected to be satisfied only at or after the EGM, all other conditions have been complied with. Please refer to paragraph 3.10 of this Document from the Board to the Shareholders and paragraph 5 of the Explanatory Statement for further details.

In addition, the Scheme will only become fully effective and binding subject to and upon the satisfaction or waiver (as the case may be) of the above conditions and the lodgement with ACRA of the Court Order sanctioning the Scheme (or on such earlier date as the Court may determine and as may be specified in the Court Order sanctioning the Scheme). If any of the above conditions is not fulfilled or waived in accordance with the Scheme, the Scheme will not become effective and binding.

Subject to the fulfillment or waiver of the above conditions, it is currently expected that such Court Order sanctioning the Scheme, if obtained, will be lodged, and that the Scheme will become effective, on or about 8 December 2021. If the Scheme is not or does not become effective on or before 8 December 2021 (or such later date as the Company and NewCo may agree in writing or the Court may allow), the Scheme will lapse and no party shall have any claim against the others under the Implementation Agreement save as provided therein.

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## APPENDIX 7: PRESCRIBED OCCURRENCES

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The Prescribed Occurrences set out in the Implementation Agreement are reproduced below:

- (a) **Resolution for Winding Up:** the Company or NewCo resolving that it be wound up;
- (b) **Appointment of Liquidator and Judicial Manager:** the appointment of a liquidator, provisional liquidator, judicial manager, provisional judicial manager and/or similar officer of the Company or NewCo;
- (c) **Order of Court for Winding Up:** the making of an order by a court of competent jurisdiction for the winding up of the Company or NewCo;
- (d) **Composition:** the Company or NewCo entering into any arrangement or general assignment or composition for the benefit of its creditors generally;
- (e) **Appointment of Receiver:** the appointment of a receiver or a receiver and manager, in relation to the property or assets of the Company or NewCo;
- (f) **Insolvency:** any event occurs which, under the laws of any jurisdiction, has an analogous or equivalent effect to any of the foregoing event(s);
- (g) **Cessation of Business:** the Company ceases or threatens to cease for any reason to carry on business in the usual course;
- (h) **Breach of Agreement:** the Company or NewCo being in material breach of any provisions of the Implementation Agreement;
- (i) **Investigations and Proceedings:** if the Company or NewCo or any of their respective directors is or will be the subject of any governmental, quasi-governmental, criminal, regulatory or stock exchange investigation and/or proceeding; or
- (j) **Analogous Event:** the Company or NewCo becoming or being deemed by law or a court to be insolvent or stops or suspends or threatens to stop or suspend payment of its debts.

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**THE SCHEME**

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**IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

Case No: HC/OS 769/2021

**In the matter of Companies Act (Cap.50)**

And

**In the matter of Section 210 of the Companies Act (Cap. 50)**

And

**In the matter of  
AVI-TECH ELECTRONICS LIMITED** (Company  
Registration No. 198105976H)

...Applicant

**SCHEME OF ARRANGEMENT**

under Section 210 of the Companies Act, Chapter 50

Between

Avi-Tech Electronics Limited

And

Its Shareholders  
(as hereinafter defined)

And

Avi-Tech Holdings Limited

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## THE SCHEME

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### PRELIMINARY

In this Scheme, except to the extent that the context requires otherwise, the following expressions bear the following respective meanings, namely:

<b>“ACRA”</b>	: The Accounting and Corporate Regulatory Authority of Singapore
<b>“Announcement Date”</b>	: 25 June 2021, being the date of the last announcement made by the Company on SGXNET in relation to, <i>inter alia</i> , the Restructuring and the Scheme
<b>“Avi-Tech Holdings” or “NewCo”</b>	: Avi-Tech Holdings Limited, incorporated in Singapore on 22 January 2020 as a private company limited by shares and thereafter converted into a public company limited by shares on 1 October 2021
<b>“Business Day”</b>	: A day (other than a Saturday or Sunday or public holiday) on which commercial banks are open for business in Singapore
<b>“CDP”</b>	: The Central Depository (Pte) Limited
<b>“Companies Act”</b>	: Companies Act, Chapter 50 of Singapore
<b>“Company”</b>	: Avi-Tech Electronics Limited, a public company limited by shares incorporated in Singapore on 31 December 1981, whose Shares are listed on the Mainboard of the SGX-ST
<b>“Conditions Precedent”</b>	: The conditions precedent to the Restructuring and the Scheme, as set out in Appendix 6 to the Document
<b>“Court”</b>	: The High Court of the Republic of Singapore
<b>“Court Meeting”</b>	: The meeting of Shareholders to be convened and held under the directions of the Court at 11.30 a.m. on 28 October 2021 by electronic means
<b>“Court Order”</b>	: The Order of Court sanctioning the Scheme under Section 210 of the Companies Act
<b>“Depositor”</b>	: Has the meaning ascribed to it in Section 81SF of the SFA, being an account holder or a depository agent but does not include a sub-account holder
<b>“Depository Register”</b>	: Has the meaning ascribed to it in Section 81SF of the SFA, being a register maintained by CDP or any other approved depository company or corporation under the Companies Act in respect of book-entry securities
<b>“Document”</b>	: The Document dated 6 October 2021 containing, <i>inter alia</i> , information on the Restructuring and this Scheme, the explanatory statement complying with the requirements of Section 211 of the Companies Act, the notice of Court Meeting and proxy forms for the Court Meeting
<b>“Effective Date”</b>	: The date on which the Scheme, if approved, becomes effective in accordance with its terms

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## THE SCHEME

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<b>“Encumbrances”</b>	: Any charge, mortgage, lien, hypothecation, judgment, encumbrance, easement, security, title retention, preferential right, trust arrangement, rights of pre-emption or any other third-party rights or interests of any nature whatsoever or other security interest
<b>“Entitled Shareholders”</b>	: Shareholders who are registered as holders of Shares in the register of members of the Company and Depositors who have Shares entered against their names in the Depository Register on the Record Date
<b>“Implementation Agreement”</b>	: The implementation agreement dated 18 February 2020, entered into between the Company and NewCo relating to, <i>inter alia</i> , the Restructuring and the Scheme
<b>“Latest Practicable Date”</b>	: 1 October 2021, being the latest practicable date prior to the printing of the Document
<b>“Mainboard”</b>	: The Mainboard of the SGX-ST
<b>“NewCo Shares”</b>	: Ordinary shares in the share capital of NewCo
<b>“Record Date”</b>	: A date and time (before the Effective Date) to be announced by the Company, at which time the share transfer books and the register of members of the Company will be closed for the purpose of determining entitlements of Shareholders in respect of the Scheme
<b>“Restructuring”</b>	: The acquisition by NewCo of all the Shares in consideration of which NewCo will allot and issue to the Entitled Shareholders such number of new NewCo Shares, credited as fully paid up, on the basis of one (1) new NewCo Share for every one (1) Share held by each Entitled Shareholder on the Record Date, to be effected by way of the Scheme and on the terms and conditions of the Implementation Agreement
<b>“Scheme”</b>	: This scheme of arrangement under Section 210 of the Companies Act, in its present form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed in writing by the Company and NewCo
<b>“Securities Account”</b>	: Securities account maintained by a Depositor with CDP, but does not include a securities sub-account
<b>“SFA”</b>	: The Securities and Futures Act, Chapter 289 of Singapore, as amended or modified from time to time
<b>“SGXNET”</b>	: Singapore Exchange Network, a system network used by listed companies in sending information and announcements to the SGX-ST or any other system networks prescribed by the SGX-ST for the purpose of the SGX-ST making that information available to the market
<b>“SGX-ST”</b>	: Singapore Exchange Securities Trading Limited
<b>“Shareholders”</b>	: Persons who are registered as holders of Shares in the register of members of the Company or who, being Depositors, have Shares entered against their names in the Depository Register
<b>“Shares”</b>	: Ordinary shares in the share capital of the Company

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## THE SCHEME

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- “Subscriber Shareholder”** : Lim Eng Hong, the subscriber shareholder of NewCo, holding one (1) NewCo Share as at the Latest Practicable Date.
- “Subscriber Shareholder Undertaking”** : The irrevocable undertaking given by the Subscriber Shareholder to the Company and NewCo to, *inter alia*, waive his right to receive one (1) NewCo Share out of the total number of NewCo Shares to be issued to him pursuant to the Scheme.

### Units and Currencies

- “%” or “per cent.”** : Percentage or per centum

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 include firms and corporations.

Any reference in this Scheme to any statute or enactment is a reference to that statute or enactment as for the time being amended or re-enacted. Any word defined under the Companies Act or the SFA, or any modification thereof, and used in this Scheme shall, where applicable, have the meaning assigned to it under the Companies Act or the SFA or any modification thereof, as the case may be, unless otherwise provided.

Any reference to a time of day or date in this Document shall be a reference to Singapore time or date, as the case may be, unless otherwise stated.

### **1. RECITALS**

- (A) The Company was incorporated in Singapore on 31 December 1981 and is listed on the Mainboard of the SGX-ST.
- (B) The Company carries on the business of providing burn-in, manufacturing and printed circuit board assembly and engineering services.
- (C) As at the Latest Practicable Date, the Company has 171,046,041 issued and paid-up Shares (excluding 4,154,000 treasury shares, which will be cancelled prior to the Effective Date).
- (D) The primary purpose of this Scheme is the acquisition by NewCo of all of the Shares in order to restructure the Company as a wholly-owned subsidiary of NewCo.

### **2. CONDITIONS PRECEDENT**

The Scheme is subject to and conditional upon the satisfaction or waiver (as the case may be) of the Conditions Precedent, as set out in Appendix 6 to the Document.

### **3. TRANSFER OF SHARES**

With effect from the Effective Date, all Shares are to be transferred from the Entitled Shareholders to NewCo (a) fully paid-up; (b) free from all Encumbrances; and (c) together with all rights, benefits and entitlements attaching thereto, including the right to receive and retain all rights and other distributions (if any) declared, paid or made by the Company on or after the Announcement Date, save for any dividends that may be declared, announced or paid by the Company prior to the Record Date.

For the purpose of giving effect to the transfer of the Shares provided in this Clause 3:

- (i) in the case of Entitled Shareholders (being Depositors), the Company shall instruct CDP, for and on behalf of all such Entitled Shareholders, to debit, not later than five (5) Business Days after the Effective Date, all the Shares standing to the credit of the Securities Account of such Entitled Shareholders and credit all of such Shares to the Securities Account of NewCo; and

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## THE SCHEME

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- (ii) in the case of Entitled Shareholders (not being Depositors), the Company shall authorise any person to execute or effect on behalf of all such Entitled Shareholders, an instrument or instruction of transfer of all the Shares held by such Entitled Shareholders, and every such instrument or instruction of transfer so executed shall be effective as if it had been executed by the relevant Entitled Shareholders.

#### 4. ISSUE OF NEW NEWCO SHARES

In consideration of the transfer of the Shares in Clause 3 of this Scheme, NewCo will allot and issue to the Shareholders such number of new NewCo Shares, credited as fully paid, on the basis of one (1) new NewCo Share for every one (1) Share held by each Shareholder as at the Record Date, save in respect of the Subscriber Shareholder who has given the Subscriber Shareholder Undertaking to the Company and NewCo to, *inter alia*, waive his rights to receive one (1) new NewCo Share out of the total number of NewCo Shares to be issued to him pursuant to the Scheme, in view of the fact that the Subscriber Shareholder already holds the existing one (1) NewCo Share.

The new NewCo Shares shall be credited as duly authorised, validly issued, fully paid-up and free from any Encumbrances and shall rank *pari passu* in all respects with one another as well as the one (1) existing issued NewCo Share held by the Subscriber Shareholder.

NewCo shall cause share certificates for the new NewCo Shares allotted and issued pursuant to the Scheme to be sent no later than seven (7) Business Days after the Effective Date to:

- (a) Entitled Shareholders (not being Depositors) by sending, at the risk of such Shareholders, the same by ordinary post addressed to such Shareholders at their respective addresses in the register of members of the Company on the Record Date or, in the case of joint Shareholders, to the address of the first named Shareholder, and neither NewCo nor the Company shall be liable for any loss in transmission; and
- (b) Entitled Shareholders (being Depositors) by sending the same to CDP. CDP shall send to such Shareholders, by ordinary post to the address as maintained with CDP and at the risk of such Shareholders, a statement showing the number of new NewCo Shares credited to their respective Securities Accounts.

All mandates or other instructions given by any Entitled Shareholder relating to the payment of dividends by the Company or relating to notices or other communication in force on the Record Date shall, unless and until revoked, be deemed as on and from the Effective Date to be valid and effective instructions to NewCo in relation to his/her corresponding holding of the new NewCo Shares.

From the Effective Date, each existing share certificate representing a former holding of Shares by the Entitled Shareholders (not being Depositors) will cease to be evidence of title to the Shares represented thereby. The Entitled Shareholders (not being Depositors) are required to forward these existing share certificates representing their former holding of Shares to the registered office of the Company at 19A Serangoon North Avenue 5, Singapore 554859 as soon as possible, but not later than seven (7) Business Days after the Effective Date for cancellation.

#### 5. EFFECTIVE DATE

Subject to the Conditions Precedent referred to above, this Scheme shall become effective and binding upon a copy of the Court Order sanctioning this Scheme under Section 210 of the Companies Act being duly lodged with ACRA for registration.

The Company and NewCo may jointly consent, for and on behalf of all concerned, to any modification of, or amendment to, this Scheme or to any condition which the Court may think fit to approve or impose.

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## THE SCHEME

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All costs, charges and expenses in relation to this Scheme and the Restructuring, including all court filing fees, will be borne by the Company.

This Scheme shall be governed by, and construed in accordance with, the laws of the Republic of Singapore, and the Company, NewCo and the Shareholders submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore. Save as provided for in this Scheme, a person who is not a party to this Scheme has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term or provision of this Scheme.

Dated this 6<sup>th</sup> day of October 2021

Lee & Lee  
50 Raffles Place #06-00  
Singapore Land Tower  
Singapore 048623

Solicitors for  
**AVI-TECH ELECTRONICS LIMITED**



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**NOTICE OF COURT MEETING**

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**IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

Case No: HC/OS 769/2021

**In the matter of Companies Act (Cap. 50)**

And

**In the matter of Section 210 of the  
Companies Act (Cap. 50)**

And

**In the matter of  
AVI-TECH ELECTRONICS LIMITED  
(Company Registration No. 198105976H)**

...Applicant

**SCHEME OF ARRANGEMENT**

under Section 210 of the Companies Act, Chapter 50

Between

Avi-Tech Electronics Limited

And

Its Shareholders  
(as hereinafter defined)

And

Avi-Tech Holdings Limited

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## NOTICE OF COURT MEETING

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### NOTICE OF COURT MEETING

1. **NOTICE IS HEREBY GIVEN** that by an Order of Court dated 31 August 2021 made in the above matter, the High Court of the Republic of Singapore (the “**Court**”) has directed a meeting (the “**Court Meeting**”) of Shareholders (as defined in the Schedule hereto) of Avi-Tech Electronics Limited (the “**Company**”) to be convened and such Court Meeting shall be held by electronic means on 28 October 2021 at 11.30 a.m. (or as soon thereafter following the conclusion of the Annual General Meeting of the Company to be held at 11.00 a.m. on the same day and at the same link (or its adjournment thereof)) and at any adjournment thereof and, to the extent permitted by the Order of Court, by way of “live” audio-visual webcast and “live” audio-only stream, details of which are set out in the Document (as defined in the Schedule hereto) and in the announcements that may be made by the Company from time to time on SGXNET, for the purpose of considering and, if thought fit, approving (with or without modification) the following resolution:

“That the Scheme of Arrangement dated 6 October 2021 proposed to be made pursuant to Section 210 of the Companies Act, Chapter 50 of Singapore, between (i) the Company, (ii) the Shareholders (as defined therein) and (iii) Avi-Tech Holdings Limited, a copy of which has been circulated with the Notice convening this Court Meeting, be and is hereby approved.”

2. A copy of the said Scheme of Arrangement and a copy of the Explanatory Statement required to be furnished pursuant to Section 211 of the Companies Act, Chapter 50 of Singapore (“**Companies Act**”), are incorporated in the Document of which this Notice forms a part of.
3. Shareholders (including any Overseas Shareholders (as defined in the Schedule hereto)) may obtain copies of the Document and any related documents, during normal business hours on any day prior to the date of the Court Meeting (other than a Saturday, a Sunday or a public holiday), from the registered office of the Company at 19A Serangoon North Avenue 5, Singapore 554859. Alternatively, an Overseas Shareholder may write in to the Company at the same address to request for the Document and any related documents to be sent to an address in Singapore by ordinary post at his own risk, up to three (3) Market Days (as defined in the Schedule hereto) prior to the date of the Court Meeting.
4. The Court has, by Order of Court, granted liberty to convene and hold the Court Meeting by way of electronic means. Shareholders (whether individual or corporate) must vote by proxy only and appoint only the Chairman of the Court Meeting to act as proxy and direct the vote at the Court Meeting. Each Shareholder (whether individual or corporate) appointing the Chairman of the Court Meeting as proxy must give specific instructions as to his manner of voting, or abstention from voting, failing which the appointment will be treated as invalid.
5. A form of proxy (“**Proxy Form**”) applicable for the Court Meeting is enclosed with the Document of which this Notice forms a part of.
6. It is requested that Proxy Forms be (i) sent by email to [ir@avi-tech.com.sg](mailto:ir@avi-tech.com.sg) or (ii) deposited at the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859, not less than 48 hours before the time appointed for holding the Court Meeting. In view of the current COVID-19 situation and the related safe distancing measures which may make it difficult for Shareholders to submit completed Proxy Forms by post, Shareholders are strongly encouraged to submit completed Proxy Forms electronically via email.
7. Each Proxy Form must be executed by the appointor or his attorney duly authorised in writing. Where a Proxy Form is executed by a corporation, it must be executed either under its common seal or signed on its behalf by its attorney or a duly authorised officer of the corporation.
8. A corporation which is a Shareholder may by a resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at the Court Meeting, in accordance with Section 179 of the Companies Act.
9. In the case of joint holders of Shares, any one of such persons may vote, but if more than one of such persons vote by proxy, only the vote of the person whose name stands first in the register of members of the Company shall alone be entitled to vote.

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## NOTICE OF COURT MEETING

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10. By the said Order of Court, the Court has appointed Khor Thiam Beng, a director of the Company, or failing him, Michael Grenville Gray, to act as Chairman of the Court Meeting and has directed the Chairman to report the results thereof to the Court.

11. The said Scheme of Arrangement will be subject to, *inter alia*, the subsequent approval of the Court.

### **Important Notice from the Company on COVID-19**

As the COVID-19 situation continues to evolve, the Company is closely monitoring the situation, including any precautionary measures which may be required or recommended by government agencies to minimise the risk of community spread of COVID-19. **Shareholders should note that the Company may be required (including at short notice) to make further changes to its Court Meeting arrangements as the situation evolves, and Shareholders are advised to keep abreast of any such changes as may be announced by the Company from time to time on SGXNET.**

The Company apologises for any inconvenience caused and seeks the understanding and cooperation of all shareholders to minimise the risk of community spread of COVID-19. The Company, Group, officers and employees shall have no liability whatsoever to shareholders, corporate representatives or any other attendees arising out of or in connection with the Company taking precautionary measures at the Company's discretion in response to the COVID-19 situation.

### **Notes:**

#### **1. Alternative Arrangements**

Please refer to paragraph 15 of the Document setting out alternative arrangements relating to, *inter alia*, attendance, submission of questions in advance and/or voting by proxy at the Court Meeting. The Document has been uploaded together with this Notice on SGXNET and the Company's designated website on the same day.

In particular:

#### **(a) "Live" audio-visual webcast and "live" audio-only stream**

The Court Meeting will be held by electronic means. Shareholders and investors holding shares in the Company through relevant intermediaries (as defined in Section 181 of the Companies Act) ("**Investors**") (including CPF Investors and SRS Investors) will be able to (i) watch these proceedings through a "live" audio-visual webcast via their mobile phones, tablets or computers, or (ii) listen to these proceedings through a "live" audio-only stream via telephone.

In order to do so, Shareholders and Investors must follow the following steps:

- (1) Those who wish to watch the "live" audio-visual webcast or listen to the "live" audio-only stream must pre-register no later than 11.00 a.m. on Monday, 25 October 2021, by clicking on the following link and submitting the online registration form: <https://globalmeeting.bigbangdesign.co/avitech-court-meeting/>
- (2) They will be required to complete and submit the online registration form for authentication purposes.
- (3) Upon authentication of their status as Shareholders and Investors, authenticated Shareholders and Investors will receive email instructions on how to access the webcast and audio feed of the Court Meeting proceedings by 11.00 a.m., Wednesday, 27 October 2021.

Shareholders who do not receive an email by 11.00 a.m. on Wednesday, 27 October 2021, but who have registered by the registration deadline, should contact our webcast provider, Big Bang Design, for assistance at [webcast@bigbangdesign.co](mailto:webcast@bigbangdesign.co).

Shareholders who are watching the live webcast will not be able to vote online.

#### **(b) Prior submission of questions**

Shareholders may submit questions or matters related to the Scheme. All questions must be submitted by 11.30 a.m. on Monday, 25 October 2021 in the following manner:

- (1) by email via the following email address: [ir@avi-tech.com.sg](mailto:ir@avi-tech.com.sg); or
- (2) in hard copy by post to the office of the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859.

Shareholders will not be able to ask questions at the Court Meeting "live" during the audio-visual webcast or audio-only stream.

#### **(c) Voting by proxy only**

Shareholders will not be able to vote online at the Court Meeting. Shareholders (whether individual or corporate) must vote by proxy only and appoint **only the Chairman of the Court Meeting** to act as proxy and direct the vote at the Court Meeting. Each Shareholder (whether individual or corporate) appointing the Chairman of the Court Meeting as proxy must give specific instructions as to his manner of voting, or abstention from voting, failing which the appointment will be treated as invalid.

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## NOTICE OF COURT MEETING

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All Shareholders are encouraged to complete, sign and return the Proxy Forms attached to this Document in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the Company (i) by email in Portable Document Format (PDF) format to [ir@avi-tech.com.sg](mailto:ir@avi-tech.com.sg) or (ii) by post to the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859, not later than **11.30 a.m. on 26 October 2021**, being 48 hours before the time appointed for the Court Meeting.

**In view of the current COVID-19 situation and the related safe distancing measures which may make it difficult for Shareholders to submit completed Proxy Forms by post, Shareholders are strongly encouraged to submit completed Proxy Forms electronically via email.**

Investors who wish to appoint the Chairman of the Court Meeting and EGM as their proxy should approach their respective relevant intermediaries or agent banks to submit their votes no later than **18 October 2021**, being seven (7) working days before the date of the Court Meeting and the EGM. CPF Investors and SRS Investors should not directly appoint the Chairman as proxy to direct the vote. The Proxy Form is not valid for use by CPF and SRS Investors and shall be ineffective for all intents and purposes if used or purported to be used by them.

If the member is a corporation, the instrument appointing the proxy must be given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.

2. **The Chairman of the Court Meeting, as proxy, need not be a member of the Company.**
3. **In the case of Shares entered in the Depository Register, the Company may reject any instrument appointing the Chairman of the Court Meeting as proxy lodged if the member, being the appointor, is not shown to have Shares entered against his name in the Depository Register as at 72 hours before the time appointed for holding the Court Meeting, as certified by The Central Depository (Pte) Limited to the Company.**
4. **The Document, this Notice of Court Meeting, the Notice of EGM and the Proxy Forms have been made available on SGXNET. No printed copies of the Document will be despatched to Shareholders.** Instead, only the Notice of Court Meeting, Notice of EGM and the Proxy Forms in respect of the Court Meeting and the EGM will be despatched to Shareholders. Nonetheless, a limited number of the Document has been printed for Shareholders. Shareholders who wish to obtain a printed copy of the Document are to contact the Company at [ir@avi-tech.com.sg](mailto:ir@avi-tech.com.sg) and make their own arrangements to collect a copy of this Document from the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859 (subject to availability).

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## NOTICE OF COURT MEETING

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### THE SCHEDULE

Expression	Meaning
“Depositor”	Shall have the meaning ascribed to it in Section 81SF of the SFA
“Depository Register”	Shall have the meaning ascribed to it in Section 81SF of the SFA
“Document”	The Document dated 6 October 2021 containing, <i>inter alia</i> , information on the said Scheme of Arrangement, the explanatory statement complying with the requirements of Section 211 of the Companies Act, the notice of the Court Meeting and proxy form for the Court Meeting
“Market Day”	A day on which the Singapore Exchange Securities Trading Limited is open for trading in securities
“Overseas Shareholders”	Shareholders whose registered addresses, as recorded in the register of members of the Company or the Depository Register maintained by the Central Depository (Pte) Limited (as the case may be) for the service of notices and documents, are outside Singapore
“SFA”	The Securities and Futures Act, Chapter 289 of Singapore, as amended, modified or supplemented from time to time
“Shareholders”	Persons who are registered as holders of Shares in the register of members of the Company or who, being Depositors, have Shares entered against their names in the Depository Register
“Shares”	Ordinary shares in the capital of the Company

#### Personal data privacy:

Photographic, sound and/or video recordings may be made by the Company at the meeting for record keeping and to ensure the accuracy of the minutes prepared. Accordingly, your personal data (such as your name, your presence at this meeting and any questions you may raise or motions you propose/second) may be recorded by the Company for such purpose. The Company may upon the request of any shareholder and in accordance with the Companies Act, provide such shareholder with a copy of the minutes of meeting, which may contain your personal data as explained herein. By participating in the meeting, raising any questions and/or proposing/seconding any motion, you will be deemed to have consented to have your personal data recorded and dealt with for the purposes and in the manner explained herein.

By submitting a proxy form appointing a proxy and/or representative to attend, speak and vote at the Court Meeting and/or any adjournment thereof, a member of the Company and/or a depositor (a) consents to the collection, use and disclosure of the personal data of the member and/or depositor by the Company (or its agents or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the Court Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Court Meeting (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, take-over rules, regulations and/or guidelines (collectively, the “Purposes”), (b) warrants that where the member and/or depositor discloses the personal data of the proxy and/or representative of the member and/or depositor to the Company (or its agents or service providers), the member and/or depositor has obtained the prior consent of such proxy and/or representative for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy and/or representative for the Purposes, and (c) agrees that the member and/or depositor will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the breach of warranty of the member and/or depositor.

Dated this 6<sup>th</sup> day of October 2021

Lee & Lee  
50 Raffles Place #06-00  
Singapore Land Tower  
Singapore 048623

Solicitors for  
**Avi-Tech Electronics Limited**

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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### AVI-TECH ELECTRONICS LIMITED

(Company Registration Number: 198105976H)  
(Incorporated in the Republic of Singapore)

## NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting (the “**EGM**”) of Avi-Tech Electronics Limited (the “**Company**”) will be held by electronic means on 28 October 2021 at 12.00 p.m. (or as soon thereafter following the conclusion of the Annual General Meeting of the Company to be held at 11.00 a.m. and the Court Meeting to be held at 11.30 a.m. on the same day and at the same link (or the adjournment thereof)) and at any adjournment thereof and, to the extent permitted by the relevant laws and regulations, by way of “live” audio-visual webcast and “live” audio-only stream, details of which are set out in the Document and in the announcements that may be made by the Company from time to time on SGXNET, for the purpose of considering, and if thought fit, passing (with or without modification) the following resolutions set out below:

*All capitalised terms used in this notice of EGM which are not defined herein shall have the same meanings ascribed to them in the document dated 6 October 2021 to Shareholders (the “**Document**”).*

### **RESOLUTION 1: ORDINARY RESOLUTION**

#### **Proposed Adoption of the General Share Issue Mandate of Avi-Tech Holdings Limited**

That subject to and conditional upon the Shareholders’ approval of the Scheme being obtained at a meeting of the Shareholders to be convened and held pursuant to an order of the High Court of the Republic of Singapore (the “**Court Meeting**”) and the Scheme becoming effective, pursuant to Section 161 of the Companies Act and the Listing Manual of the SGX-ST (“**Listing Manual**”), authority be and is hereby given to the NewCo Directors to allot and issue:

- (a) shares; or
- (b) convertible securities; or
- (c) additional securities issued pursuant to Rule 829 of the Listing Manual (notwithstanding that the authority conferred by this Resolution may have ceased to be in force at the time the additional securities are issued); or
- (d) shares arising from the conversion of the securities in (b) and (c) above (notwithstanding that the authority conferred by this Resolution may have ceased to be in force at the time the shares are to be issued),

in NewCo (whether by way of rights, bonus or otherwise) at any time to such persons and upon such terms and conditions and for such purposes as the NewCo Directors may in their absolute discretion deem fit, provided that:

- (i) the aggregate number of NewCo Shares and convertible securities in NewCo to be allotted and issued pursuant to this Resolution (after deducting such number of Shares (if any) which may have been allotted and issued by the Company pursuant to the Company General Share Issue Mandate prior to the Effective Date) must be not more than fifty per cent. (50%) of the total number of issued shares (excluding treasury shares) in the capital of the NewCo (calculated in accordance with (ii) below), of which the aggregate number of NewCo Shares and convertible securities issued other than on a pro rata basis to NewCo Shareholders must be not more than twenty per cent. (20%) of the total number of issued shares (excluding treasury shares) in the capital of NewCo (calculated in accordance with (ii) below); and
- (ii) (subject to such manner of calculation as may be prescribed by the SGX-ST) for the purpose of determining the number of NewCo Shares and convertible securities that may be issued pursuant to (i) above, the percentage of issued shares shall be calculated based on the total number of issued NewCo Shares (excluding treasury shares) with reference to the number of issued shares (excluding treasury shares) in the capital of the Company at the time the

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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resolution to approve the Company General Share Issue Mandate at the 2021 AGM is passed, after deducting such number of Shares (if any) which may have been allotted and issued by the Company pursuant to the Company General Share Issue Mandate prior to the Effective Date, and after adjusting for (a) new NewCo Shares arising from the conversion or exercise of convertible securities which were in existence as at the time of passing of the resolution to approve the renewal of the Company General Share Issue Mandate at the 2021 AGM; (b) new NewCo Shares arising from exercising share options or vesting of share awards, provided the options or awards were granted in compliance with Part VIII of Chapter 8 of the Listing Manual; and (c) any subsequent consolidation or subdivision of NewCo Shares. Adjustments in accordance with (a) or (b) are only to be made in respect of new shares arising from convertible securities, share options or share awards which were issued and outstanding or subsisting at the time of the passing of the resolution approving the mandate.

In exercising the authority conferred by this Resolution, NewCo shall comply with the provisions of the Listing Manual for the time being in force (unless such compliance has been waived by the SGX-ST) and the constitution for the time being of NewCo.

Unless revoked or varied by NewCo in general meeting, this Resolution shall remain in force until the conclusion of the next Annual General Meeting or the date by which the next Annual General Meeting of NewCo is required by law to be held, whichever is earlier.

### **RESOLUTION 2: ORDINARY RESOLUTION**

#### **Proposed adoption of the Avi-Tech Restricted Share Plan 2021**

That subject to and conditional upon the Scheme being approved and the Scheme becoming effective:

- (a) the NewCo RSP 2021, the details and rules of which are set out in the Document, be and is hereby approved and adopted by NewCo substantially in the form set out in the the rules of the RSP 2021;
- (b) the NewCo Directors be and are hereby authorised to:
  - (i) establish and administer the NewCo RSP 2021;
  - (ii) modify and/or amend the NewCo RSP 2021 from time to time provided that such modification and/or amendment is effected in accordance with the rules of the NewCo RSP 2021, and to do all such acts and enter into all transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the NewCo RSP 2021;
  - (iii) grant Awards in accordance with the rules of the NewCo RSP 2021 and to allot and issue or deliver from time to time such number of fully paid-up new NewCo Shares or NewCo treasury shares required pursuant to the vesting of the Awards under the NewCo RSP 2021; and
  - (iv) complete and do all acts and things (including executing such documents as may be required) as they may consider necessary, desirable or expedient for the purposes of or to give effect to this Resolution as they think fit and in the interests of NewCo.

### **RESOLUTION 3: ORDINARY RESOLUTION**

#### **Authority to issue shares under the Avi-Tech Restricted Share Plan 2021 (for non-Controlling Shareholders)**

That subject to and contingent upon Resolution 2 being passed and conditional upon the Scheme being approved and the Scheme becoming effective, when the Committee has decided on the grant of any awards in accordance with the provisions of the NewCo RSP 2021, and where such awards relate to the issue of new NewCo Shares, then pursuant to Section 161 of the Companies Act, Chapter 50, the

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## **NOTICE OF EXTRAORDINARY GENERAL MEETING**

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NewCo Directors be authorised and empowered to allot and/or issue from time to time such number of fully-paid NewCo Shares as may be required to be allotted and/or issued pursuant to the vesting of the awards under the NewCo RSP 2021, provided always that the aggregate number of new NewCo ordinary shares to be allotted and/or issued pursuant to the NewCo RSP 2021 and any other share based schemes (if applicable), which NewCo may have in place, shall not exceed fifteen per cent. (15%) of the total issued shares excluding treasury shares and subsidiary holdings in the capital of NewCo from time to time and that such authority shall, unless revoked or varied by NewCo in a general meeting, continue in force until the conclusion of the next AGM of NewCo or the date by which the next AGM of NewCo is required by law to be held, whichever is earlier.

### **RESOLUTION 4: ORDINARY RESOLUTION**

#### **Proposed participation by Lim Eng Hong, a Controlling Shareholder, in the Avi-Tech Restricted Share Plan 2021**

That subject to and contingent upon Resolution 2 being passed and conditional upon the Scheme being approved and the Scheme becoming effective, approval be and is hereby given for the participation of Lim Eng Hong, a Controlling Shareholder of the Company who will also be a Controlling Shareholder of NewCo upon the Scheme being effective, in the NewCo RSP 2021.

### **RESOLUTION 5: ORDINARY RESOLUTION**

#### **Proposed participation by Lim Tai Meng Alvin, an Associate of a Controlling Shareholder, in the Avi-Tech Restricted Share Plan 2021**

That subject to and contingent upon Resolution 2 being passed and conditional upon the Scheme being approved and the Scheme becoming effective, approval be and is hereby given for the participation of Lim Tai Meng Alvin, an associate of Lim Eng Hong (who is a Controlling Shareholder of the Company and will also be a Controlling Shareholder of NewCo upon the Scheme being effective), in the NewCo RSP 2021.

### **RESOLUTION 6: SPECIAL RESOLUTION**

#### **Proposed ratification of NewCo Constitution**

That subject to and conditional upon the Scheme being approved and the Scheme becoming effective:

- (a) the constitution of the NewCo as set out in Appendix 2 to the Document be approved and ratified as the constitution of the NewCo; and
- (b) the Directors of the Company and/or any of them be and are hereby authorised and empowered to complete and do all such acts and things (including without limitation, to execute all documents as may be required, to approve any amendments, alterations or modifications to any documents and, to sign, file and/or submit any notices, forms and documents with or to the relevant authorities, if required) as they/he/she may consider necessary, desirable or expedient to give effect to this special resolution.

By Order of the Board

Khor Thiam Beng  
Non-Executive Chairman and Independent Director  
Avi-Tech Electronics Limited

6 October 2021



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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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### **Important Notice from the Company on COVID-19**

As the COVID-19 situation continues to evolve, the Company is closely monitoring the situation, including any precautionary measures which may be required or recommended by government agencies to minimise the risk of community spread of COVID-19. **Shareholders should note that the Company may be required (including at short notice) to make further changes to its EGM arrangements as the situation evolves, and Shareholders are advised to keep abreast of any such changes as may be announced by the Company from time to time on SGXNET.**

The Company apologises for any inconvenience caused and seeks the understanding and cooperation of all shareholders to minimise the risk of community spread of COVID-19. The Company, Group, officers and employees shall have no liability whatsoever to shareholders, corporate representatives or any other attendees arising out of or in connection with the Company taking precautionary measures at the Company's discretion in response to the COVID-19 situation.

### **Notes:**

#### **1. Alternative Arrangements**

Please refer to paragraph 15 of the Document setting out alternative arrangements relating to, *inter alia*, attendance, submission of questions in advance and/or voting by proxy at the EGM. The Document has been uploaded together with this Notice on SGXNET and the Company's designated website on the same day.

In particular:

##### **(a) "Live" audio-visual webcast and "live" audio-only stream**

The EGM will be held by electronic means. Shareholders and investors holding shares in the Company through relevant intermediaries (as defined in Section 181 of the Companies Act) ("**Investors**") (including CPF Investors and SRS Investors) will be able to (i) watch these proceedings through a "live" audio-visual webcast via their mobile phones, tablets or computers, or (ii) listen to these proceedings through a "live" audio-only stream via telephone.

In order to do so, Shareholders and Investors must follow the following steps:

- (1) Those who wish to watch the "live" audio-visual webcast or listen to the "live" audio-only stream must pre-register no later than 11.00 a.m. on 25 October 2021, by clicking on the following link and submitting the online registration form: <https://globalmeeting.bigbangdesign.co/avitech2021egm/>
- (2) They will be required to complete and submit the online registration form for authentication purposes.
- (3) Upon authentication of their status as Shareholders and Investors, authenticated Shareholders and Investors will receive email instructions on how to access the webcast and audio feed of the EGM proceedings by 11.00 a.m., Wednesday, 27 October 2021.

Shareholders who do not receive an email by 11.00 a.m. on Wednesday, 27 October 2021, but who have registered by the registration deadline, should contact our webcast provider, Big Bang Design, for assistance at [webcast@bigbangdesign.co](mailto:webcast@bigbangdesign.co).

Shareholders who are watching the live webcast will not be able to vote online.

##### **(b) Prior submission of questions**

Shareholders may submit questions or matters related to the EGM. All questions must be submitted by 12.00 p.m. on Monday, 25 October 2021 in the following manner:

- (1) by email via the following email address: [ir@avi-tech.com.sg](mailto:ir@avi-tech.com.sg); or
- (2) or in hard copy by post to the office of the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859.

Shareholders will not be able to ask questions at the EGM "live" during the audio-visual webcast or audio-only stream.

##### **(c) Voting by proxy only**

Shareholders will not be able to vote online at the EGM. Shareholders (whether individual or corporate) must vote by proxy only and appoint **only the Chairman of the EGM** to act as proxy and direct the vote at the EGM. Each Shareholder (whether individual or corporate) appointing the Chairman of the EGM as proxy must give specific instructions as to his manner of voting, or abstention from voting, failing which the appointment will be treated as invalid.

All Shareholders are encouraged to complete, sign and return the Proxy Forms attached to this Document in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the Company (i) by email in Portable Document Format (PDF) format to [ir@avi-tech.com.sg](mailto:ir@avi-tech.com.sg) or (ii) by post to the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859, not later than **12.00 p.m. on 26 October 2021**, being 48 hours before the time appointed for the EGM.

**In view of the current COVID-19 situation and the related safe distancing measures which may make it difficult for Shareholders to submit completed Proxy Forms by post, Shareholders are strongly encouraged to submit completed Proxy Forms electronically via email.**

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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Investors who wish to appoint the Chairman of the Court Meeting and EGM as their proxy should approach their respective relevant intermediaries or agent banks to submit their votes no later than **18 October 2021**, being seven (7) working days before the date of the Court Meeting and the EGM. CPF Investors and SRS Investors should not directly appoint the Chairman as proxy to direct the vote. The Proxy Form is not valid for use by CPF and SRS Investors and shall be ineffective for all intents and purposes if used or purported to be used by them.

If the member is a corporation, the instrument appointing the proxy must be given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.

- 2. The Chairman of the EGM, as proxy, need not be a member of the Company.**
- 3. In the case of Shares entered in the Depository Register, the Company may reject any instrument appointing the Chairman of the EGM as proxy lodged if the member, being the appointor, is not shown to have Shares entered against his name in the Depository Register as at 72 hours before the time appointed for holding the Court Meeting, as certified by The Central Depository (Pte) Limited to the Company.**

**The Document, the Notice of Court Meeting, this Notice of EGM and the Proxy Forms have been made available on SGXNET. No printed copies of the Document will be despatched to Shareholders. Instead, only printed copies of the Notice of Court Meeting, Notice of EGM and the Proxy Forms will be despatched to Shareholders.** Instead, only the Notice of Court Meeting, Notice of EGM and the Proxy Forms in respect of the Court Meeting and the EGM will be despatched to Shareholders. Nonetheless, a limited number of this Document has been printed for shareholders. Shareholders who wish to obtain a printed copy of this Document are to contact the Company at [ir@avi-tech.com.sg](mailto:ir@avi-tech.com.sg) and make their own arrangements to collect a copy of this Document from the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859 (subject to availability).

### **Personal data privacy:**

Photographic, sound and/or video recordings may be made by the Company at the meeting for record keeping and to ensure the accuracy of the minutes prepared. Accordingly, your personal data (such as your name, your presence at this meeting and any questions you may raise or motions you propose/second) may be recorded by the Company for such purpose. The Company may upon the request of any shareholder and in accordance with the Companies Act, provide such shareholder with a copy of the minutes of meeting, which may contain your personal data as explained herein. By participating in the meeting, raising any questions and/or proposing/seconding any motion, you will be deemed to have consented to have your personal data recorded and dealt with for the purposes and in the manner explained herein.

By submitting an instrument appointing the Chairman as proxy, a member of the Company thereby: (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the meeting (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.

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## PROXY FORM FOR USE AT THE COURT MEETING

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**IMPORTANT:**

1. Alternative arrangements relating to, among others, attendance, submission of questions in advance and/or voting by proxy at the Court Meeting are set out in the Document which has been uploaded together with the Notice of Court Meeting dated 6 October 2021 on SGXNET on the same day.
2. A member will not be able to attend the Court Meeting in person. A member will also not be able to vote online. If a member (whether individual or corporate) wishes to exercise his/her/its votes, he/she/it must submit this Proxy Form to appoint the Chairman of the Court Meeting to vote on his/her/its behalf. A member (whether individual or corporate) appointing the Chairman of the Court Meeting as proxy must give specific instructions as to his/her/its manner of voting, or abstentions from voting, in this Proxy Form, failing which the appointment will be treated as invalid.
3. An investor who holds shares under the Central Provident Fund Investment Scheme ("**CPF Investor**") and/or the Supplementary Retirement Scheme ("**SRS Investor**") who wish to vote at the Court Meeting should approach their respective agent banks to submit their votes at least seven (7) working days before the date of the Court Meeting. CPF Investors and/or SRS Investors are requested to contact their respective agent banks for any queries they may have with regard to appointment as to the appointment of the Chairman of the Court Meeting as proxy for the Court Meeting.
4. For CPF/SRS investors who have used their CPF/SRS monies to buy Avi-Tech Electronics Limited's shares, this form of proxy is not valid for use and shall be ineffective for all intents and purposes if used or purported to be used by them.
5. By submitting this proxy form, the member accepts and agrees to the personal data privacy terms set out in the Notice.
6. Please read the notes overleaf which contain instructions on, *inter alia*, the appointment of the Chairman of the Meeting as a member's proxy to attend, speak and vote on his/her/its behalf at the Court Meeting.

**AVI-TECH ELECTRONICS LIMITED**

(Company Registration Number: 198105976H)

(Incorporated in the Republic of Singapore)

**FORM OF PROXY FOR USE AT THE COURT MEETING  
(OR AT ANY ADJOURNMENT THEREOF)****IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

Case No: HC/OS 769/2021

**In the matter of Companies Act (Cap. 50)**

And

**In the matter of Section 210 of the Companies  
Act (Cap. 50)**

And

**In the matter of  
AVI-TECH ELECTRONICS LIMITED  
(Company Registration No. 198105976H)**

...Applicant

**SCHEME OF ARRANGEMENT**

under Section 210 of the Companies Act, Chapter 50

Between

Avi-Tech Electronics Limited

And

Its Shareholders  
(as defined herein)

And

Avi-Tech Holdings Limited

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## PROXY FORM FOR USE AT THE COURT MEETING

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I/We, \_\_\_\_\_ (Name) of

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

being a member/members (a "Shareholder" or the "Shareholders") of AVI-TECH ELECTRONICS LIMITED (the "Company") hereby appoint the Chairman of the Court Meeting convened on the directions of the High Court of Singapore as my/our proxy, to attend, speak and vote for \*me/us on \*my/our behalf, at the Court Meeting to be held by electronic means on Thursday, 28 October 2021 at 11.30 a.m. (or as soon thereafter following the conclusion of the Annual General Meeting of the Company to be held at 11.00 a.m. on the same day and at the same link (or its adjournment thereof)) and at any adjournment thereof.

\*I/We direct \*my/our proxy to vote for or against, or abstain from voting on the Resolution to be proposed at the Court Meeting as indicated below. In the absence of specific directions in respect of the Resolution, the appointment of the Chairman of the Court Meeting as my/our proxy for the Resolution will be treated as invalid.

Resolution	For*	Against*	Abstain*
To approve the Scheme			

*\*Voting will be conducted by poll. If you wish to vote "for" the Scheme referred to in the notice convening the Court Meeting, please indicate with a tick (✓) in the box marked "For" as set out below. If you wish to vote "against" the Scheme referred to in the notice convening the Court Meeting, please indicate with a tick (✓) in the box marked "Against" as set out below. **DO NOT TICK IN BOTH BOXES.** Alternatively, if you wish the Chairman of the Court Meeting as your proxy to exercise some and not all of your votes for or against and/or abstain from voting for the Scheme and/or if you wish the Chairman of the Court Meeting as your proxy to abstain from voting in respect of the Scheme, please indicate the number of votes "For", the number "Against" and/or the number "Abstaining" in the boxes provided. In the absence of specific directions, the appointment of the Chairman of the Court Meeting as your proxy will be treated as invalid.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Total number of Shares in:	Number of Shares
(a) CDP Register	
(b) Register of Members	

\_\_\_\_\_  
Signature(s) of Member(s)/or  
Common Seal of Corporate Shareholders

### Notes:

1. Please insert the total number of Shares held by you. If you have Shares entered against your name in the Depository Register (as defined in Section 81SF of the Securities and Futures Act, Cap. 289 of Singapore) (the "SFA"), you should insert that number of Shares. If you have Shares registered in your name in the register of members of the Company, you should insert that number of Shares. If you have Shares entered against your name in the Depository Register and the register of members of the Company, you should insert the aggregate number of Shares entered against your name in the Depository Register and registered in your name in the register of members of the Company. If no number is inserted, this instrument of proxy will be deemed to relate to all the Shares held by you.
2. A member will not be able to attend the Court Meeting in person. A member will also not be able to vote online. If a member (whether individual or corporate) wishes to exercise his/her/its votes, he/she/it must submit this Proxy Form to appoint the Chairman of the Court Meeting to vote on his/her/its behalf. A member (whether individual or corporate) appointing the Chairman of the Court Meeting as proxy must give specific instructions as to his/her/its manner of voting, or abstentions from voting, in this Proxy Form, failing which the appointment will be treated as invalid. This Proxy Form may be accessed via SGXNET and the Company's corporate website at URL: <http://www.avi-tech.com.sg>.

In view of the current COVID-19 situation and the related safe distancing measures which may make it difficult for members to submit completed Proxy Forms by post, members are strongly encouraged to submit completed Proxy Forms electronically via email.

Please refer to paragraph 15 of the Document for more details.

3. Relevant intermediaries shall also appoint the Chairman of the Court Meeting to act as proxy and direct the vote at the Court Meeting. Together with the instrument appointing a proxy, the Relevant Intermediaries shall provide to the Company a list of attendees who would like to attend the Court Meeting by way of a "live" webcast and/or audiocast with such information that may be requested by the Company.

"Relevant intermediary" means: (a) a banking corporation licensed under the Banking Act, Cap. 19 of Singapore or its wholly-owned subsidiary which provides nominee services and who holds shares in that capacity; (b) a capital markets services license holder which provides custodial services for securities under the SFA and who holds shares in that

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## PROXY FORM FOR USE AT THE COURT MEETING

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capacity; or (c) the Central Provident Fund (“CPF”) Board, established by the Central Provident Fund Act, Cap. 36 of Singapore, in respect of shares purchased on behalf of CPF investors.

4. The Chairman of the Court Meeting, as proxy, need not be a member of the Company.
5. The instrument appointing the Chairman of the Court Meeting as proxy must be completed and arrive (a) by email in Portable Document Format (PDF) format to ir@avi-tech.com.sg OR (b) by post to the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859, not less than 48 hours before the time appointed for the meeting.
6. The 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 a duly authorised officer.
7. Where an instrument appointing a proxy or proxies 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, failing which the instrument may be treated as invalid.
8. A corporation which is a member may authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the meeting, in accordance with Section 179 of the Companies Act.
9. The Company shall be entitled to reject the instrument appointing the Chairman of the Court Meeting as proxy if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing the Chairman of the Court Meeting as proxy. In addition, in the case of a member whose Shares are entered against his/her name in the Depository Register, the Company may reject any instrument of proxy lodged if such member, being the appointor, is not shown to have shares entered against his name in the Depository Register 72 hours before the time appointed for holding the meeting, as certified by The Central Depository (Pte) Limited to the Company.
10. A Depositor's name must appear on the Depository Register maintained by The Central Depository (Pte) Limited as at 72 hours before the time fixed for holding the meeting in order for the Depositor to be entitled to attend and vote at the meeting.

### **Personal data privacy:**

Photographic, sound and/or video recordings may be made by the Company at the meeting for record keeping and to ensure the accuracy of the minutes prepared. Accordingly, your personal data (such as your name, your presence at this meeting and any questions you may raise or motions you propose/second) may be recorded by the Company for such purpose. The Company may upon the request of any shareholder and in accordance with the Companies Act, provide such shareholder with a copy of the minutes of meeting, which may contain your personal data as explained herein. By participating in the meeting, raising any questions and/or proposing/seconding any motion, you will be deemed to have consented to have your personal data recorded and dealt with for the purposes and in the manner explained herein.

By submitting an instrument appointing the Chairman as proxy, a member of the Company thereby: (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the meeting (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “Purposes”), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.

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## PROXY FORM FOR USE AT EXTRAORDINARY GENERAL MEETING

### AVI-TECH ELECTRONICS LIMITED

(Company Registration Number 198105976H)  
(Incorporated in the Republic of Singapore)

### FORM OF PROXY FORM FOR USE AT THE EXTRAORDINARY GENERAL MEETING

(OR AT ANY ADJOURNMENT  
THEREOF)

#### IMPORTANT:

1. Alternative arrangements pursuant to the COVID-19 (Temporary Measures) (Alternative Arrangements for Meetings for Companies, Variable Capital Companies, Business Trusts, Unit Trusts and Debenture Holders) Order 2020, relating to, among others, attendance, submission of questions in advance and/or voting by proxy at the EGM are set out in the Document which has been uploaded together with the Notice of EGM dated 6 October 2021 on SGXNET on the same day.
2. A member will not be able to attend the EGM in person. A member will also not be able to vote online at the resolutions to be tabled for approval at the EGM. If a member (whether individual or corporate) wishes to exercise his/her/its votes, he/she/it must submit this Proxy Form to appoint the Chairman of the EGM to vote on his/her/its behalf. A member (whether individual or corporate) appointing the Chairman of the Meeting as proxy must give specific instructions as to his/her/its manner of voting, or abstentions from voting, in this Proxy Form, failing which the appointment will be treated as invalid.
3. An investor who holds shares under the Central Provident Fund Investment Scheme ("CPF Investor") and/or the Supplementary Retirement Scheme ("SRS Investor") who wish to vote at the EGM should approach their respective agent banks to submit their votes at least seven (7) working days before the date of the EGM. CPF Investors and/or SRS Investors are requested to contact their respective agent banks for any queries they may have with regard to appointment as to the appointment of the Chairman of the EGM as proxy for the EGM.
4. For CPF/SRS investors who have used their CPF/SRS monies to buy Avi-Tech Electronics Limited's shares, this form of proxy is not valid for use and shall be ineffective for all intents and purposes if used or purported to be used by them.
5. By submitting this proxy form, the member accepts and agrees to the personal data privacy terms set out in the Notice.
6. Please read the notes overleaf which contain instructions on, *inter alia*, the appointment of the Chairman of the Meeting as a member's proxy to attend, speak and vote on his/her/its behalf at the EGM.

I/We, \_\_\_\_\_ (Name) of

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

being a member/members of AVI-TECH ELECTRONICS LIMITED (the "**Company**") hereby appoint the Chairman of the EGM as my/our\* proxy to attend, speak and vote for me/us\* on my/our\* behalf, at the Extraordinary General Meeting of the Company to be held by electronic means on Thursday, 28 October 2021 at 12.00 p.m. (or as soon thereafter following the conclusion of the Annual General Meeting of the Company to be held at 11.00 a.m. and Court Meeting to be held at 11.30 a.m. on the same day and at the same link (or the adjournment thereof)) and at any adjournment thereof. \*I/We direct \*my/our proxy to vote for or against, or abstain from voting on the Resolutions to be proposed at the EGM as indicated below. In the absence of specific directions in respect of a resolution, the appointment of the Chairman of the EGM as my/our proxy for that resolution will be treated as invalid.

No.	Resolutions relating to:	For*	Against*	Abstain*
1.	Ordinary Resolution: To approve the proposed adoption of the General Share Issue Mandate of Avi-Tech Holdings Limited			
2.	Ordinary Resolution: To approve the proposed adoption of the Avi-Tech Restricted Share Plan 2021			
3.	Ordinary Resolution: To approve the authority to issue shares under the Avi-Tech Restricted Share Plan 2021 (for non-Controlling Shareholders)			
4.	Ordinary Resolution: To approve the proposed participation by Lim Eng Hong, a Controlling Shareholder, in the Avi-Tech Restricted Share Plan 2021			
5.	Ordinary Resolution: To approve the proposed participation by Lim Tai Meng Alvin, an Associate of a Controlling Shareholder, in the Avi-Tech Restricted Share Plan 2021			
6.	Special Resolution: To approve the ratification of the proposed NewCo Constitution			

*\*Voting will be conducted by poll. If you wish the Chairman of the EGM as your proxy to exercise all your votes for or against or abstain from voting for in respect of all your Shares the above Resolutions, please indicate with a tick (✓) in the relevant boxes provided. Alternatively, if you wish the Chairman of the EGM as your proxy to exercise some and not all of your votes for or against and/or abstain from voting for the Resolutions and/or if you wish the Chairman of the EGM as your proxy to abstain from voting in respect of the Resolution, please indicate the number of votes "For", the number "Against" and/or the number "Abstaining" in the boxes provided. In the absence of specific directions in respect of a resolution, the appointment of the Chairman of the EGM as your proxy for that resolution will be treated as invalid.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Total number of Shares in:	Number of Shares
(a) CDP Register	
(b) Register of Members	

\_\_\_\_\_  
Signature(s) of Member(s)/or  
Common Seal of Corporate Shareholders

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## PROXY FORM FOR USE AT EXTRAORDINARY GENERAL MEETING

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### Notes:

1. Please insert the total number of Shares held by you. If you have Shares entered against your name in the Depository Register (as defined in Section 81SF of the Securities and Futures Act, Cap. 289 of Singapore) (the "SFA"), you should insert that number of Shares. If you have Shares registered in your name in the register of members of the Company, you should insert that number of Shares. If you have Shares entered against your name in the Depository Register and the register of members of the Company, you should insert the aggregate number of Shares entered against your name in the Depository Register and registered in your name in the register of members of the Company. If no number is inserted, this instrument of proxy will be deemed to relate to all the Shares held by you.
2. A member will not be able to attend the EGM in person. A member will also not be able to vote online. If a member (whether individual or corporate) wishes to exercise his/her/its votes, he/she/it must submit this Proxy Form to appoint the Chairman of the EGM to vote on his/her/its behalf. A member (whether individual or corporate) appointing the Chairman of the EGM as proxy must give specific instructions as to his/her/its manner of voting, or abstentions from voting, in this Proxy Form, failing which the appointment will be treated as invalid. This Proxy Form may be accessed via SGXNET and the Company's corporate website at URL: <http://www.avi-tech.com.sg>.

**In view of the current COVID-19 situation and the related safe distancing measures which may make it difficult for members to submit completed Proxy Forms by post, members are strongly encouraged to submit completed Proxy Forms electronically via email.**

Please refer to paragraph 15 of the Document for more details.

3. Relevant intermediaries shall also appoint the Chairman of the EGM to act as proxy and direct the vote at the EGM. Together with the instrument appointing a proxy, the Relevant Intermediaries shall provide to the Company a list of attendees who would like to attend the EGM by way of a "live" webcast and/or audiocast with such information that may be requested by the Company.

**"Relevant intermediary"** means: (a) a banking corporation licensed under the Banking Act, Cap. 19 of Singapore or its wholly-owned subsidiary which provides nominee services and who holds shares in that capacity; (b) a capital markets services license holder which provides custodial services for securities under the SFA and who holds shares in that capacity; or (c) the Central Provident Fund ("CPF") Board, established by the Central Provident Fund Act, Cap. 36 of Singapore, in respect of shares purchased on behalf of CPF investors.

4. The Chairman of the EGM, as proxy, need not be a member of the Company.
5. The instrument appointing the Chairman of the EGM as proxy must be completed and arrive (a) by email to in Portable Document Format (PDF) format to [ir@avi-tech.com.sg](mailto:ir@avi-tech.com.sg) OR (b) by post to the registered office of the Company at 19A Serangoon North Avenue 5 Singapore 554859, not less than 48 hours before the time appointed for the meeting.
6. The 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 a duly authorised officer.
7. Where an instrument appointing a proxy or proxies 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, failing which the instrument may be treated as invalid.
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9. The Company shall be entitled to reject the instrument appointing the Chairman of the EGM as proxy if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing the Chairman of the EGM as proxy. In addition, in the case of a member whose Shares are entered against his/her name in the Depository Register, the Company may reject any instrument of proxy lodged if such member, being the appointor, is not shown to have shares entered against his name in the Depository Register 72 hours before the time appointed for holding the meeting, as certified by The Central Depository (Pte) Limited to the Company.
10. A Depositor's name must appear on the Depository Register maintained by The Central Depository (Pte) Limited as at 72 hours before the time fixed for holding the meeting in order for the Depositor to be entitled to attend and vote at the meeting.

### Personal data privacy:

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By submitting an instrument appointing the Chairman of the EGM as proxy, a member of the Company thereby: (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or service providers) of proxies and



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## PROXY FORM FOR USE AT EXTRAORDINARY GENERAL MEETING

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representatives appointed for the meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the meeting (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.

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