

OCBC Class M 4.0% Non-cumulative Non-convertible Preferences Shares:

**Term and Conditions as extracted from the Offering Memorandum dated
6 July 2012**

APPENDIX — DESCRIPTION OF THE CLASS M PREFERENCE SHARES

EXTRACTS FROM ARTICLES OF ASSOCIATION OF OCBC BANK RELATING TO THE CLASS M PREFERENCE SHARES

The following description relating to the Class M Preference Shares has been extracted from the Articles of Association of OCBC Bank and is qualified in its entirety by, and is subject to, the Memorandum and Articles of Association of OCBC Bank. Investors should read, in its entirety, the Memorandum and Articles of Association of OCBC Bank, a copy of which may be inspected at the address of OCBC Bank.

7M. Class M Preference Shares

The Class M Preference Shares shall have the following rights and be subject to the following restrictions.

(1) Liquidation Preference

Each Class M Preference Share shall have a liquidation preference of S\$1 (“**Liquidation Preference**”).

(2) Dividends

(a) **Non-Cumulative Preferential Dividends.** Subject to **Articles 7M(2)(d), (f) and (g)** below, the Class M Preference Shares shall entitle the holder thereof (each, a “**Class M Preference Shareholder**”) to receive a non-cumulative preferential cash dividend (“**Dividend**”) on the Liquidation Preference thereof calculated on the bases set out in **Article 7M(2)(c)** below.

(b) **Dividend Payment Dates.** The Dividend shall be payable semi-annually in arrear on 20 June and 20 December in each year (each such date, a “**Dividend Date**”) when, as and if declared by the Board of Directors of the Company (or an authorised committee thereof) (“**Board**”).

The first Dividend Date shall:

- (i) if the date (“**Issue Date**”) on which the Class M Preference Shares are first allotted and issued falls before 20 June in any calendar year, be on 20 June in that calendar year;
- (ii) if the Issue Date falls (I) on or after 20 June in any calendar year and (II) before 20 December in the same calendar year, be on 20 December in that calendar year; and
- (iii) if the Issue Date falls on or after 20 December in any calendar year, be on 20 June in the next calendar year.

If any Dividend Date would otherwise fall on a day which is not a Business Day (as defined below), payment of the Dividend otherwise payable on such date shall be postponed to the next day which is a Business Day. For the avoidance of doubt, where there is more than one issuance of Class M Preference Shares, the Issue Date for the purposes of this **Article 7M**, shall be the date on which the first Class M Preference Shares are allotted and issued.

No Class M Preference Shareholder shall have any claim in respect of any Dividend or part thereof not due or payable pursuant to **Articles 7M(2)(d), (f) and (g)** below. Accordingly, such amount shall not accumulate for the benefit of the Class M Preference Shareholders or entitle the Class M Preference Shareholders to any claim in respect thereof against the Company.

“**Business Day**” means a day other than a Saturday or Sunday on which commercial banks are open for business in Singapore.

- (c) **Fixed Dividend Rate.** Each Class M Preference Share in issue shall entitle the holder thereof to receive for each Dividend Period (as defined below) Dividends (when, as and if declared by the Board) payable in Singapore dollars at a fixed rate per annum of not less than two per cent. and not more than 25 per cent. as the Board may determine in its absolute discretion on or prior to the Issue Date of the Liquidation Preference thereof, calculated on the basis of the actual number of days in the relevant period divided by 365.

“**Dividend Period**” means:

- (i) in relation to the first issuance of Class M Preference Shares, the period from, and including, the Issue Date to, but excluding, the first Dividend Date and each successive period thereafter from, and including, a Dividend Date to, but excluding, the next succeeding Dividend Date; and

- (ii) in relation to any subsequent issuance of Class M Preference Shares, the period from, and including, the latter of:

(aa) the Issue Date; and

(bb) the Dividend Date immediately preceding the date on which the Class M Preference Shares comprised in that issuance are allotted and issued,

to, but excluding, the Dividend Date immediately following the date on which the Class M Preference Shares comprised in that issuance are allotted and issued and each successive period thereafter from, and including, a Dividend Date to, but excluding, the next succeeding Dividend Date.

- (d) **Dividends at Board’s Discretion.** Any decision regarding the declaration or payment of any Dividend on the Class M Preference Shares shall be at the sole and absolute discretion of the Board. Nothing herein contained shall impose on the Board any requirement or duty to resolve to distribute, declare or pay in respect of any fiscal year or period the whole or any part of the profits of the Company available for distribution. No Dividend or any part thereof shall become due or payable on any Dividend Date for the purposes of this **Article 7M** unless the Board has declared or resolved to distribute such Dividend or part thereof with respect to that Dividend Date.

- (e) **Ranking.** The Class M Preference Shares shall rank as regards participation in profits *pari passu* with all other shares of the Company to the extent that they are expressed to rank *pari passu* therewith and in priority to the Company’s ordinary shares. The Company may from time to time and at any time create or issue any other shares ranking, as to participation in the profits or the assets of the Company, *pari passu* with or junior to:

(i) the Class M Preference Shares; or

(ii) any other Parity Obligations (as defined below),

in each case without the prior approval of the Class M Preference Shareholders and the holders of all other Parity Obligations and the creation or issue by the Company of such shares (regardless of the dividends and other amounts payable in respect of such shares and whether and when such dividends and other amounts may be so payable) shall be deemed not to constitute a variation of the rights attached to the Class M Preference Shares.

The Company shall not create or issue any other shares ranking, as to participation in the profits or the assets of the Company, senior or in priority to:

(aa) the Class M Preference Shares; or

(bb) any other Parity Obligations,

unless approved by the Class M Preference Shareholders and the holders of all other Parity Obligations, acting as a single class in accordance with **Article 7M(5)** below.

“Parity Obligations” means **(I)** any preference shares or other similar obligations of the Company that constitute Tier 1 capital of the Company on an unconsolidated basis (including, without limitation, the Class A Preference Shares, the Class B Preference Shares, the Class C Preference Shares, the Class D Preference Shares, the Class E Preference Shares, the Class F Preference Shares, the Class G Preference Shares, the Class H Preference Shares, the Class I Preference Shares, the Class J Preference Shares, the Class K Preference Shares, the Class L Preference Shares and the Class M Preference Shares) or have characteristics similar to securities that could qualify as Tier 1 capital of the Company on an unconsolidated basis and are not expressly stated to rank in all material respects senior or junior to the Class A Preference Shares, the Class B Preference Shares, the Class C Preference Shares, the Class D Preference Shares, the Class E Preference Shares, the Class F Preference Shares, the Class G Preference Shares, the Class H Preference Shares, the Class I Preference Shares, the Class J Preference Shares, the Class K Preference Shares, the Class L Preference Shares and the Class M Preference Shares or **(II)** any preference shares or other similar obligations of any subsidiary of the Company that constitute Tier 1 capital of the Company on an unconsolidated basis or have characteristics similar to securities that could qualify as Tier 1 capital of the Company on an unconsolidated basis and are not expressly stated to rank in all material respects senior or junior to the Class A Preference Shares, the Class B Preference Shares, the Class C Preference Shares, the Class D Preference Shares, the Class E Preference Shares, the Class F Preference Shares, the Class G Preference Shares, the Class H Preference Shares, the Class I Preference Shares, the Class J Preference Shares, the Class K Preference Shares, the Class L Preference Shares and the Class M Preference Shares.

- (f) Dividend Restrictions.** Dividends may only be declared and paid out of Distributable Reserves (as defined below). Notwithstanding that the Board may have declared or resolved to distribute any Dividend on any Dividend Date, the Company shall not be obliged to pay, and shall not pay, such Dividend on that Dividend Date (and such Dividend shall not be considered to be due or payable for the purposes of this **Article 7M**) if:
- (i)** the Company is prevented by applicable Singapore banking regulations or other requirements of the Monetary Authority of Singapore (“**MAS**”) from making payment in full of dividends or other distributions when due on Parity Obligations; or
 - (ii)** the Company is unable to make such payment of dividends or other distributions on Parity Obligations without causing a breach of the MAS’ published consolidated or unconsolidated capital adequacy requirements from time to time applicable to the Company; or
 - (iii)** the aggregate of the amount of such Dividend (if paid in full), together with the sum of any other dividends and other distributions originally scheduled to be paid (whether or not paid in whole or part) during the Company’s then-current fiscal year on the Class M Preference Shares or Parity Obligations, would exceed the Distributable Reserves as of the relevant Dividend Determination Date (as defined below).

“Distributable Reserves” means, at any time, the amounts for the time being available to the Company for distribution as a dividend in compliance with Section 403 of the Companies Act, Chapter 50 of Singapore (“**Available Amounts**”) as of the date of the Company’s latest audited balance sheet; provided that if the Board reasonably believes that the Available Amounts as of any Dividend Determination Date are lower than the Available Amounts as of the date of the Company’s latest audited balance sheet and are insufficient to pay the Dividend and for payments on Parity Obligations on the relevant Dividend Date, then two Directors of the Company shall be required to provide a certificate, on or prior to such Dividend Determination Date, to the Class M Preference Shareholders accompanied by a certificate of the Company’s auditors for the time being of the Available Amounts as of such Dividend Determination Date (which certificate of the two Directors shall be binding absent manifest error) and “**Distributable Reserves**” as of such Dividend Determination Date for the purposes of such Dividend shall mean the Available Amounts as set forth in such certificate.

“Dividend Determination Date” means, with respect to any Dividend Date, the day falling two Business Days prior to that Dividend Date.

- (g) **Dividend Limitation Notice.** Without prejudice to the discretion of the Board under **Article 7M(2)(d)** above, if the Company does not propose or intend to pay and will not pay its next normal dividend (whether interim or final) on its ordinary shares, the Company shall give, on or before the relevant Dividend Determination Date, a notice (**“Dividend Limitation Notice”**) to the share registrar of the Company for the time being (**“Registrar”**) and the Class M Preference Shareholders that the Company will pay no dividends or less than full dividends on such Dividend Date, in which case no dividends or less than full dividends as set out in the Dividend Limitation Notice shall become due and payable on such Dividend Date. The Dividend Limitation Notice shall include a statement to the effect that the Company does not propose or intend to pay and will not pay its next normal dividend (whether interim or final) on its ordinary shares and identify the specific dividend on the ordinary shares that will not be paid.

Each Dividend Limitation Notice shall be given in writing by mail to each Class M Preference Shareholder, except that where the Class M Preference Shares are listed on one or more stock exchanges, the Company may, in lieu of giving notice in writing by mail to such shareholder, determine to publish such notice on such stock exchange(s). So long as the Class M Preference Shares are listed on one or more stock exchanges and the rules of such stock exchange(s) so require, notices shall also be published in such manner as the rules of such stock exchange(s) may require. In addition, for so long as the Class M Preference Shares are listed on Singapore Exchange Securities Trading Limited (**“SGX-ST”**) and the rules of the SGX-ST so require, each Dividend Limitation Notice shall be published in accordance with **Article 7M(10)(b)** below.

- (h) **Pro Rata Dividend Payment.** If, whether by reason of the provisions of **Article 7M(2)(f)** above or the terms of a Parity Obligation, on the relevant Dividend Date, a Dividend which has been declared is not paid in full on the Class M Preference Shares or dividends or other distributions are not paid in full on any Parity Obligations, but on such Dividend Date there are Distributable Reserves, then each Class M Preference Shareholder shall be entitled to receive the Relevant Proportion (as defined below) of any such Dividend if the Company shall have declared and paid dividends or other distributions on any Parity Obligations during the Company’s then-current fiscal year.

“Relevant Proportion” means:

- (i) in relation to any partial payment of a Dividend, the amount of Distributable Reserves as of the relevant Dividend Determination Date divided by the sum of:
- (aa) the full amount originally scheduled to be paid by way of Dividend (whether or not paid in whole or part) during the Company’s then current fiscal year; and
 - (bb) the sum of any dividends or other distribution or payments in respect of Parity Obligations originally scheduled to be paid (whether or not paid in whole or part) during the Company’s then-current fiscal year,
- converted where necessary into the same currency in which Distributable Reserves are calculated by the Company; and
- (ii) in relation to any partial payment of any Liquidation Distribution (as defined below), the total amount available for any such payment and for making any liquidation distribution on any Parity Obligations divided by the sum of:
- (aa) the full Liquidation Distribution before any reduction or abatement hereunder; and
 - (bb) the amount (before any reduction or abatement hereunder) of the full liquidation distribution on any Parity Obligations,

converted where necessary into the same currency in which liquidation payments are made to creditors of the Company.

- (i) **Payments; No Further Rights to Participate in Profits.** Payments of Dividends shall, if due and payable under this **Article 7M**, be made to the Class M Preference Shareholders on the register at any date selected by the Board not less than six Business Days prior to the relevant Dividend Date. Save as set out in this **Article 7M**, the Class M Preference Shares shall not confer any right or claim as regards participation in the profits of the Company.
- (j) **Dividend Stopper.** In the event any Dividend is not paid in full for any reason on any Dividend Date, the Company shall not:
 - (i) declare or pay any dividends or other distributions in respect of, or (if permitted) repurchase or redeem, its ordinary shares or any other security of the Company ranking *pari passu* or junior to the Class M Preference Shares (or contribute any moneys to a sinking fund for the payment of any dividends or other distributions in respect of, or for the redemption of, any such shares or securities); or
 - (ii) declare or pay, or permit any subsidiary of the Company (other than a subsidiary of the Company that carries on banking business) to declare or pay, any dividends or other distributions in respect of any Parity Obligations, or (if permitted) repurchase or redeem any Parity Obligations (or contribute any moneys to a sinking fund for the payment of any dividends or other distributions in respect of, or for the redemption of, any Parity Obligations),

in each case until it has paid Dividends in full in respect of such number of consecutive Dividend Periods as shall be equal to or exceed 12 calendar months (or an amount equivalent to the Dividends to be paid in respect of such number of consecutive Dividend Periods as shall be equal to or exceed 12 calendar months has been paid or irrevocably set aside in a separately designated trust account for payment to the Class M Preference Shareholders).

- (k) **Prescription.** Any Dividend unclaimed after a period of six years from the date of declaration of such Dividend shall be forfeited and revert to the Company. No Dividends or other moneys payable on or in respect of a Class M Preference Share shall bear interest against the Company.
- (l) **Net Dividends.** For the avoidance of doubt:
 - (i) while the Company remains on the imputation system of taxation (which shall not be longer than the Transition Period (as defined below)), all references in this **Article 7M** to any amount of Dividends payable by the Company shall be construed as references to net Dividend amounts, exclusive of Tax Credits (as defined below); and
 - (ii) nothing in these Articles obliges the Company (whether during or after the Transition Period):
 - (aa) to pay, or make available to any Class M Preference Shareholders, any Tax Credits in respect of any Dividends or otherwise to compensate any Class M Preference Shareholders for not paying or not making available such Tax Credits;
 - (bb) to remain on the imputation system of taxation, regardless of whether the Company has any Tax Credits; or
 - (cc) to ensure that it has any Tax Credits at any time, regardless of whether any Class M Preference Shares are outstanding as of such time.

“**Tax Credits**” means the amounts representing tax paid by the Company which is imputed to, and deemed to be paid on behalf of, the Class M Preference Shareholders when the Company distributes taxed income as dividends or other moneys payable on or in respect of a Class M Preference Share.

“**Transition Period**” means the five-year transitional period from 1 January 2003 to 31 December 2007 allowed by the Inland Revenue Authority of Singapore in its circular of 15 August 2002 for Singapore resident companies with unutilised Section 44 of the Income Tax Act balances as of 31 December 2002 to remain on the imputation system (before moving to the new one-tier corporate tax system) for the purpose of paying franked dividends (that is, dividends that carry tax credit).

(3) Liquidation Distributions

- (a) **Rights Upon Liquidation.** In the event of the commencement of any dissolution or winding-up of the Company (other than pursuant to a Permitted Reorganisation (as defined below)) before any redemption of the Class M Preference Shares, the Class M Preference Shares shall rank:
- (i) junior to depositors and all other creditors (including the holders of subordinated debt) of the Company;
 - (ii) *pari passu* with all Parity Obligations of the Company; and
 - (iii) senior to the holders of the Company’s ordinary shares and any other securities or obligations of the Company that are subordinated to the Class M Preference Shares.

On such a dissolution or winding-up, each Class M Preference Share shall be entitled to receive in Singapore dollars an amount equal to the Liquidation Distribution.

“**Liquidation Distribution**” means, upon a dissolution or winding-up of the Company, the Liquidation Preference together with, subject to the restrictions in **Article 7M(2)(f)** above and unless a Dividend Limitation Notice is in effect, an amount equal to any accrued but unpaid Dividend (whether or not declared) from, and including, the commencement date of the Dividend Period in which the date of the dissolution or winding-up falls to but excluding the date of actual payment.

“**Permitted Reorganisation**” means a solvent reconstruction, amalgamation, reorganisation, merger or consolidation whereby all or substantially all the business, undertaking and assets of the Company are transferred to a successor entity which assumes all the obligations of the Company under the Class M Preference Shares.

- (b) **Pro Rata Liquidation Distribution.** If, upon any such dissolution or winding-up of the Company, the amounts available for payment are insufficient to cover the Liquidation Distribution and any liquidation distributions of any Parity Obligation, but there are funds available for payment so as to allow payment of part of the Liquidation Distribution, then each Class M Preference Shareholder shall be entitled to receive the Relevant Proportion of the Liquidation Distribution.
- (c) **No Further Rights to Participate in Assets.** Save as set out in this **Article 7M**, the Class M Preference Shares shall not confer any right or claim as regards participation in the assets of the Company.

(4) Redemption

- (a) **Optional Redemption.** The Company may, at its option, redeem in whole, but not in part, the Class M Preference Shares for the time being issued and outstanding:
- (i) on the date falling five and a half years after the Issue Date;

- (ii) on the date falling 10 years after the Issue Date; and
- (iii) on each Dividend Date thereafter (that is, after the date falling 10 years after the Issue Date),

in each case subject to the satisfaction of the Redemption Conditions (as defined below) and to Singapore law.

“**Redemption Conditions**” means that:

- (aa) the prior written consent of the MAS to the redemption, if then required, has been obtained and that any conditions that the MAS may impose at the time of any consent, if then required, have been satisfied; and
- (bb) the Distributable Reserves of the Company and/or Replacement Capital (as defined below) as at the date for redemption equals at least the Liquidation Preference and the full amount of any accrued but unpaid Dividend (whether or not declared) in respect of the Dividend Period in which the relevant redemption falls.

“**Replacement Capital**” means ordinary shares and/or Parity Obligations issued for the purpose of funding the redemption of the Class M Preference Shares.

- (b) **Tax Event Redemption.** If at any time a Tax Event (as defined below) has occurred and is continuing, then the Class M Preference Shares may be redeemed, in whole but not in part, at the option of the Company, subject to:

- (i) the satisfaction of the Redemption Conditions; and
- (ii) the Company attaching to the relevant Redemption Notice (as defined in **Article 7M(4)(f)** below):
 - (aa) a certificate signed by two Directors of the Company stating that the Company is entitled to effect such redemption; and
 - (bb) an opinion of counsel to the Company experienced in such matters to the effect that a Tax Event has occurred.

The delivery of such opinion shall constitute conclusive evidence of the occurrence of a Tax Event for all purposes of this **Article 7M**.

“**Tax Event**” means that, as a result of any change after the date of issuance of the Class M Preference Shares in, or amendment to, any law or regulation of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of any law or regulation by any relevant body in Singapore, payments to the Class M Preference Shareholders:

- (i) would be subject to deduction or withholding for or on account of tax; or
- (ii) would give rise to any obligation of the Company to account for any tax in Singapore at a rate in excess of the rate in effect immediately prior to such issuance,

and such obligation cannot in each case be avoided by the Company taking reasonable measures available to it.

- (c) **Special Event Redemption.** If at any time a Special Event (as defined below) has occurred and is continuing, then the Class M Preference Shares may be redeemed, in whole but not in part, at the option of the Company, subject to:

- (i) the satisfaction of the Redemption Conditions; and

- (ii) the Company attaching to the relevant Redemption Notice:
 - (aa) a certificate signed by two Directors of the Company stating that the Company is entitled to effect such redemption; and
 - (bb) an opinion of counsel to the Company experienced in such matters to the effect that a Special Event has occurred.

The delivery of such opinion shall constitute conclusive evidence of the occurrence of a Special Event for all purposes of this **Article 7M**.

“**Special Event**” means for any reason there is more than an insubstantial risk that for the purposes of the MAS’ published consolidated or unconsolidated capital adequacy requirements from time to time applicable to the Company, the Class M Preference Shares may not be included in the Tier 1 capital of the Company on a consolidated or unconsolidated basis.

- (d) **M&A Redemption.** In the event that the Class M Preference Shares were issued for the purpose of a merger with, or an acquisition by, the Company and such merger or acquisition is aborted, then the Company may, subject to the satisfaction of the Redemption Conditions, redeem the Class M Preference Shares, in whole but not in part, for cash at the Redemption Amount (as defined below) by giving not less than 30 nor more than 60 days’ notice to the holders of the Class M Preference Shares in the manner set out in **Article 7M(4)(f)** below (which notice shall be irrevocable). On the date of redemption specified in such notice, the Company shall be bound to redeem the Class M Preference Shares on payment of the Redemption Amount.
- (e) **Cash Redemption.** Any redemption of the Class M Preference Shares shall be made in cash.
- (f) **Redemption Notice.** If the Class M Preference Shares are to be redeemed, a notice of redemption (each, a “**Redemption Notice**”) shall be mailed to each holder of the Class M Preference Shares to be redeemed, not less than 30 days nor more than 60 days prior to the relevant date of redemption (“**Redemption Date**”), except that where the Class M Preference Shares are listed on one or more stock exchanges, the Company may, in lieu of mailing the notice to such shareholder, determine to publish such notice on such stock exchange(s) not less than 30 days nor more than 60 days prior to the Redemption Date. So long as the Class M Preference Shares are listed on one or more stock exchanges and the rules of such stock exchange(s) so require, notices shall also be published in such manner as the rules of such stock exchange(s) may require. In addition, for so long as the Class M Preference Shares are listed on the SGX-ST and the rules of the SGX-ST so require, each Redemption Notice shall be published in accordance with **Article 7M(10)(b)** below.

Each Redemption Notice shall specify *inter alia*:

- (i) the Redemption Date;
- (ii) the Class M Preference Shares to be redeemed on the Redemption Date; and
- (iii) the place or places where the Class M Preference Shareholders may surrender share certificates (if applicable) in respect of the Class M Preference Shares and obtain payment of the Redemption Amount.

No defect in the Redemption Notice or in its mailing shall affect the validity of the redemption proceedings.

- (g) **Redemption Amount.** The cash amount (“**Redemption Amount**”) payable on redemption is an amount equal to the Liquidation Preference, together with, subject to the restrictions in **Article 7M(2)(f)** above and unless a Dividend Limitation Notice is in effect,

an amount equal to any accrued but unpaid Dividends (whether or not declared) in respect of the period commencing on the first day of the Dividend Period in which the relevant redemption falls to but excluding the date of such redemption.

The Redemption Amount shall be notified to each holder of the Class M Preference Shares to be redeemed as soon as reasonably practicable after the Redemption Amount has been determined (and in any event, not later than two Business Days before the relevant Redemption Date) and otherwise in the manner set out in **Article 7M(4)(f)** above.

Any such redemption shall not prejudice the rights of the holder of the Class M Preference Shares to be so redeemed to receive any accrued but unpaid Dividend payable on the Redemption Date.

- (h) **Payments.** Payments in respect of the amount due on redemption of a Class M Preference Share shall be made by cheque or such other method as the Directors of the Company may specify in the Redemption Notice not later than the date specified for the purpose in the Redemption Notice. Payment shall be made against presentation and surrender of the share certificate (if applicable) in respect of the relevant Class M Preference Shares at the place or one of the places specified in the Redemption Notice.
- (i) **Discharge.** A receipt given by the holder for the time being of any Class M Preference Share (or in the case of joint holders by the first-named joint holder) in respect of the amount payable on redemption of the Class M Preference Share shall constitute an absolute discharge to the Company.

(5) Voting

- (a) **General.** Except as provided in this **Article 7M(5)**, the Class M Preference Shareholders shall not be entitled to attend and vote at general meetings of the Company.
- (b) **Class Meetings.** The Class M Preference Shareholders shall be entitled to attend class meetings of the Class M Preference Shareholders. Every Class M Preference Shareholder who is present in person at such class meetings shall have on a show of hands one vote and on a poll one vote for every Class M Preference Share of which he is the holder.
- (c) **General Meetings.** If Dividends with respect to the Class M Preference Shares in respect of such number of consecutive Dividend Periods as shall be equal to or exceed 12 months have not been paid in full when due, then the Class M Preference Shareholders shall have the right to receive notice of, attend, speak and vote at general meetings of the Company on all matters, including the winding-up of the Company, and such right shall continue until after the next following Dividend Date on which a Dividend in respect of the Class M Preference Shares is paid in full (or an amount equivalent to the Dividend to be paid in respect of the next Dividend Period has been paid or irrevocably set aside in a separately designated trust account for payment to the Class M Preference Shareholders). Every Class M Preference Shareholder who is present in person at such general meetings shall have on a show of hands one vote and on a poll one vote for every Class M Preference Share of which he is the holder.

(6) Purchases

The Company may at any time and from time to time exercise any powers conferred by applicable Singapore law in purchasing the Class M Preference Shares. No repurchase of any Class M Preference Shares shall be made without the prior consent of the MAS (for so long as the Company is required to obtain such consent).

(7) Taxation

All payments in respect of the Class M Preference Shares shall be made after deducting or withholding all amounts for or on account of any present or future taxes, duties, assessments or

governmental charges of whatsoever nature imposed or levied by or on behalf of Singapore or any authority thereof or therein having power to tax and which are required by applicable law to be deducted or withheld.

The Company shall not pay any additional amounts in respect of any such deduction or withholding from payments in respect of the Class M Preference Shares for or on account of any such present or future taxes, duties, assessments or governmental charges.

No payment in respect of the Class M Preference Shares shall be made by the Company to any Class M Preference Shareholder without deduction or withholding for or on account of any such present or future taxes, duties, assessments or governmental charges unless such Class M Preference Shareholder shall have provided a statutory declaration or other evidence satisfactory to the Company that the beneficial owner of such payment:

- (a) is a resident in Singapore for tax purposes; or
- (b) is otherwise entitled to receive such payment free of any such deduction or withholding.

If requested by a Class M Preference Shareholder, the Company shall procure that such person shall be furnished with a certificate specifying the gross amount of such payment, the amount of tax deducted or withheld and the net amount of such payment.

For the avoidance of doubt, this **Article 7M(7)** shall not apply in respect of any deduction of tax made or deemed to be made under Section 44 of the Income Tax Act (which gives effect to the imputation system referred to in **Article 7M(2)(I)** above).

(8) Variations of Rights and Further Issues

Unless otherwise required by applicable law, any variation or abrogation of the rights, preferences and privileges of the Class M Preference Shares by way of amendment of the Articles or otherwise (including, without limitation, the authorisation or creation of any securities or ownership interests of the Company ranking, as to participation in the profits or assets of the Company, senior to the Class M Preference Shares) shall require:

- (a) the consent in writing of the holders of at least 75 per cent. of the outstanding Class M Preference Shares; or
- (b) the sanction of a special resolution passed at a separate class meeting of the Class M Preference Shareholders (the quorum at such class meeting to be such number of Class M Preference Shareholders holding or representing not less than two-thirds of the outstanding Class M Preference Shares),

provided that:

- (i) no such consent or sanction shall be required if the change is solely of a formal, minor or technical nature or is to correct an error or cure an ambiguity (but such change shall not reduce the amounts payable to the Class M Preference Shareholders, impose any material obligation on the Class M Preference Shareholders or materially adversely affect their voting rights);
- (ii) no such consent or sanction shall be required for the creation or issue of further shares of the Company ranking *pari passu* with or junior to the Class M Preference Shares (the creation or issue of such other shares, regardless of the dividends and other amounts payable in respect of such shares and whether and when such dividends and other amounts may be so payable, shall not be deemed to be a variation or abrogation of the rights, preferences and privileges of the Class M Preference Shares);
- (iii) no such consent or sanction shall be required for the redemption, purchase or cancellation of the Class M Preference Shares in accordance with these Articles; and

- (iv) no provision of Class M Preference Shares may be amended without the prior written consent of the MAS if such amendment would result in the Class M Preference Shares not being treated as Tier 1 capital of the Company on a consolidated or unconsolidated basis.

The Company shall cause a notice of any meeting at which any Class M Preference Shareholder is entitled to vote, and any voting forms, to be mailed to each Class M Preference Shareholder in accordance with **Article 7M(10)** below. Each such notice shall include a statement setting forth **(aa)** the date, time and place of such meeting, **(bb)** a description of any resolution to be proposed for adoption at such meeting on which such holders are entitled to vote and **(cc)** instructions for the delivery of proxies.

(9) Transfer of Preference Shares

An instrument of transfer of a share which is in certificated form must be in writing in any usual form or other form approved by the Directors of the Company and must be executed by or on behalf of the transferor and by or on behalf of the transferee. The transferor shall remain the holder of the shares transferred until the name of the transferee is entered in the register of members of the Company in respect thereof.

The Directors of the Company may, in the case of transfers of Class M Preference Shares in certificated form, at their absolute discretion and without assigning any reason therefor, refuse to register:

- (a) any transfer of a Class M Preference Share (not being a fully paid Class M Preference Share); provided that where any Class M Preference Shares are listed on the SGX-ST or any other stock exchange or quotation system, such discretion may not be exercised in such a way as to prevent dealings in the Class M Preference Shares from taking place on an open and proper basis; and
- (b) any transfer of a Class M Preference Share on which the Company has a lien.

The Directors of the Company may also decline to register a transfer unless the instrument of transfer is duly stamped (if so required).

The Class M Preference Shares are in registered form. The registration of share transfers may be suspended at such times and for such periods as the Directors of the Company may determine not exceeding 30 days in any year.

(10) Notices or Other Documents

- (a) **Delivery of Notice.** Any notice or other document may be served by the Company upon any holder of the Class M Preference Shares in the manner provided in these Articles. Any such notice or document shall be deemed to be served and delivered in accordance with these Articles.
- (b) **Newspaper Publication.** For so long as the Class M Preference Shares are listed on the SGX-ST and the SGX-ST so requires, notice shall also be published in a leading English language daily newspaper having general circulation in Singapore.

(11) Others

In the event of any conflict or inconsistency between the provisions of this **Article 7M** and the other provisions of these Articles, then the provisions of this **Article 7M** shall prevail.