

GUOCO GROUP LIMITED
(Incorporated in Bermuda with limited liability)
(Stock Code: 53)

OVERSEAS REGULATORY ANNOUNCEMENT

(This overseas regulatory announcement is issued pursuant to Rule 13.09(2) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.)

Please refer to the attached announcement on the next page.

The board of directors of Guoco currently comprises Mr. Quek Leng Chan as Executive Chairman; Mr. Kwek Leng Hai as President, CEO; Mr. Tan Lim Heng and Mr. James Eng, Jr. as executive directors; Mr. Kwek Leng San as non-executive director and Mr. Sat Pal Khattar, Mr. Volker Stoeckel and Mr. Ding Wai Chuen as independent non-executive directors.

General Announcement
Reference No MM-080613-43278

Submitting Merchant Bank : AMINVESTMENT BANK BERHAD
 Company Name : **CAMERLIN GROUP BERHAD**
 Stock Name : CAMERLN
 Date Announced : 13/06/2008

Type : Announcement
 Subject : CAMERLIN GROUP BERHAD ("CGB" OR THE "COMPANY")

CAPITAL DISTRIBUTION OF 300,806,272 ORDINARY SHARES OF UNITED STATES DOLLAR ("USD") 0.20 EACH IN GUOCOLEISURE LIMITED ("GUOCOLEISURE") (FORMERLY KNOWN AS BIL INTERNATIONAL LIMITED) ("GUOCOLEISURE SHARE(S)") TO THE SHAREHOLDERS OF CAMERLIN GROUP BERHAD ("CGB" OR THE "COMPANY"), ON THE BASIS OF 0.65 GUOCOLEISURE SHARE FOR EVERY ONE (1) ORDINARY SHARE OF RM1.00 EACH ("CGB SHARE (S)") HELD IN CGB ("ENTITLED SHAREHOLDER") AS AT 5.00 P.M. ON 20 MAY 2008 ("ENTITLEMENT DATE") ("CAPITAL DISTRIBUTION")

Contents : Pursuant to the Capital Distribution as approved by the Board of Directors of CGB and the shareholders of CGB at the Extraordinary General Meeting held on 12 March 2008, CGB wishes to advise that the document to inform the Entitled Shareholders of their entitlements to the GuocoLeisure Shares as well as the various options available to them to deal in the GuocoLeisure Shares has been despatched to Entitled Shareholders on 13 June 2008 ("Document"). The Document is enclosed herewith.

Entitled Shareholders are advised to read the terms and conditions set out in the Document carefully as they are bound by and are deemed to have notice of all provisions contained therein.

A summary of the Document has been published in the New Straits Times and The Sun on 13 June 2008.

This announcement is dated 13 June 2008.

Attachments : [☛Camerlin Booklet C.pdf](#)
[☛Camerlin Booklet A.pdf](#)
[☛Camerlin Booklet B.pdf](#)

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NOTICE OF CAPITAL DISTRIBUTION



CAPITAL DISTRIBUTION OF 300,806,272 ORDINARY SHARES OF UNITED STATES DOLLAR ("USD") 0.20 EACH IN GUOCOLEISURE LIMITED ("GUOCOLEISURE") (FORMERLY KNOWN AS BIL INTERNATIONAL LIMITED) ("GUOCOLEISURE SHARE(S)") TO THE SHAREHOLDERS OF CAMERLIN GROUP BERHAD ("CGB" OR THE "COMPANY") ON THE BASIS OF 0.65 GUOCOLEISURE SHARE FOR EVERY ONE (1) ORDINARY SHARE OF RM1.00 EACH ("CGB SHARE(S)") HELD IN CGB ("ENTITLED SHAREHOLDER") AS AT 5.00 P.M. ON 20 MAY 2008 ("ENTITLEMENT DATE") ("CAPITAL DISTRIBUTION")

Adviser

AmInvestment Bank Berhad
(Company No. 23742-V)
A member of



AmInvestment Bank
Group

To : Entitled Shareholders of Camerlin Group Berhad

Dear Sir/Madam

Pursuant to the Capital Distribution as approved by the Board of Directors of CGB ("**CGB Board**") and the shareholders of CGB at the Extraordinary General Meeting held on 12 March 2008, you are entitled to the number of GuocoLeisure Shares as at the Entitlement Date as indicated below. You are advised to read the **TERMS AND CONDITIONS** of the enclosed Election Form ("**Election Form**") carefully as you are bound by and are deemed to have notice of all provisions contained therein.

NAME AND ADDRESS OF ENTITLED SHAREHOLDER OF CGB

CDS ACCOUNT NO.

NO. OF CGB SHARES HELD AS AT 20 MAY 2008

NO. OF GUOCOLEISURE SHARES ENTITLED UNDER THE CAPITAL DISTRIBUTION

IMPORTANT RELEVANT DATES AND TIMES :-

Entitlement Date : 20 MAY 2008 AT 5.00 P.M.

Closing Date and Time for Election Form : 18 JULY 2008 AT 5.00 P.M. *

* or such later time and day as the Directors of CGB may decide and announce not less than two (2) market days before the stipulated Closing Date.

IMPORTANT NOTICE :

Please note that the entire Document comprises the following:-

1. **Booklet A** comprising:-
 - Notice of Capital Distribution; and
 - Election Form.
2. **Booklet B** comprising:-
 - Summary of Options;
 - Procedures in Completing the Election Form;
 - Terms and Conditions of the Cash Arrangement (For Option 3 only);
 - AmSec Nominees Form (For Option 2 only); and
 - Cash Arrangement Authorisation Form (For Option 3 only).
3. **Booklet C** comprising:-
 - CDP Form 1.3 (Application form for opening of securities account (for individual) with CDP); and
 - CDP Form 2.2 (Application form for opening of securities account (for corporation) with CDP).

Please send the documents, comprising Booklet A and Booklet B IN ITS ENTIRETY (except for the CDP Forms in Booklet C) to the Share Registrars, Hong Leong Share Registration Services Sdn Bhd in the self-addressed envelope which is provided so as to reach the Share Registrars not later than the Closing Date and Time.

THIS DOCUMENT IS DATED 13 JUNE 2008

ELECTION FORM

PRIOR TO FILLING UP THE ELECTION FORM, PLEASE READ THE PROCEDURES IN COMPLETING THE ELECTION FORM AS SET OUT ON PAGES 5 TO 15 CAREFULLY.

To : The Directors of Camerlin Group Berhad

I/We hereby request that my/our GuocoLeisure Shares pursuant to the Capital Distribution be dealt with in the following manner.

Affix
Malaysian
Revenue
Stamp of
RM10.00
here

YOU MAY SELECT ONLY ONE (1) OPTION. PLEASE INDICATE YOUR SELECTION WITH A TICK (✓) IN ONLY ONE (1) BOX.

OPTION 1 (Note A)

To be credited into my/our Direct CDP Account or DA Sub-Account (where applicable) with the following CDP account number and name :-

CDP Account Number : - -

CDP Account Name : _____

NRIC No. / Passport No. /

Company Registration No. / Permanent Resident No. :

Nationality / Place of incorporation : _____

OPTION 2 (Note B) (Entitled Shareholders can only select this option provided they hold 2,000 or MORE CGB Shares as at the Entitlement Date and they MUST COMPLETE the AmSec Nominees Form as set out on pages 16 to 31 of this document)

To be credited into a DA Sub-Account maintained by AmSec Nominees (T) or AmSec Nominees (A) (as the case may be) with AmFraser :-

AmSec Nominees (Tempatan) Sdn Bhd

CDP Account Number : - -

CDP Account Name : AMFRASER SECURITIES PTE. LTD.
AMSEC NOMS (T) S/B - CAMERLIN

AmSec Nominees (Asing) Sdn Bhd

CDP Account Number : - -

CDP Account Name : AMFRASER SECURITIES PTE. LTD.
AMSEC NOMS (A) S/B - CAMERLIN

OPTION 3 (Note C) (Entitled Shareholders can only select this option provided they hold 10,000 or LESS CGB Shares as at the Entitlement Date and they MUST COMPLETE the Cash Arrangement Authorisation Form as set out on pages 32 to 37 of this document)

To be credited into a DA Sub-Account maintained by AmSec Nominees (T) or AmSec Nominees (A) (as the case may be) with AmFraser under the Terms and Conditions of the Cash Arrangement.

ELECTION FORM

Notes:-

- Note A** For Direct CDP Account holders, kindly ensure that the information provided herein are identical to his/her/their information as maintained with CDP. For DA Sub-Account holders, you acknowledge and agree that CGB, the Share Registrars, AmInvestment Bank and GuocoLeisure are not (and shall not be) responsible to verify/ensure that you are duly authorised to provide such details, that you have the right to use such a DA Sub-Account, and that your local broker or depository agent in Singapore (as the case may be) has been duly informed in respect of such DA Sub-Account.
- Note B** If you have selected Option 2, you must lodge this Election Form together with the duly completed AmSec Nominees Form.
- Note C** If you have selected Option 3, you must lodge this Election Form together with the duly executed Cash Arrangement Authorisation Form and other relevant forms (if applicable). Please also read the terms and conditions of the cash arrangement as set out on pages 14 and 15 carefully prior to filling up the Cash Arrangement Authorisation Form.

I/WE HEREBY CONFIRM AND DECLARE THAT :-

1. I/We have read and understood and agree to the terms and conditions as set out in this Election Form and the Notice of Capital Distribution.
2. All information provided by me/us are true and correct.
3. If the Entitled Shareholder is a corporation, we duly declare that we are a corporation duly incorporated and validly existing under the laws of its incorporation and has not convened a meeting of its creditors or proposes or makes any arrangement or composition with, or any assignment for the benefit of its creditors, nor has a petition been presented or a meeting been convened for the purpose of considering a resolution for the winding-up of, or other steps being taken for making of an administration order or a winding up petition against us in any jurisdiction.
4. If the Entitled Shareholder is an individual, I duly declare that I am of full legal age and have the full capacity to contract and to give effect to my obligations herein and is not a bankrupt, and has not committed any act of bankruptcy nor is there any insolvency proceedings being threatened or pending as against me.
5. I/We shall abide by all laws, by-laws, regulations, rules, orders, directives prescribed by regulators of any relevant jurisdiction relating to the operation of the securities accounts and to the trading activities of the shares and to all matters related thereto and / or shall comply with all policies, procedures, guidelines, rules, directives and/or instructions of whatsoever nature presently and from time to time issued, given, made and/or established by AmSec Nominees and / or AmInvestment Bank.
6. I/We shall provide from time to time and in a timely manner, such additional information, document and proof (copies or originals) as to my / our underlying beneficial owner's (if any) (including but not limited to information and documents in relation to any dealings in securities, as to whether or not the securities account is carried out on another person's behalf and in such instance the name of, and particulars sufficient to identify the person from whom, through whom or on whose behalf the securities are dealt with and the particulars of the ultimate beneficial owners of the securities) and shall make additional representations and warranties as may be necessary or proper whether or not to fulfill the obligations under the options elected or whether or not for the purposes of complying with any applicable law.
7. All particulars are identical with the information in the records of CDP and further agree and confirm that in the event the said information differs from CDP's records as mentioned earlier, my/our entitlements pursuant to the Capital Distribution WILL NOT BE credited into my/our Direct CDP Account or DA Sub-Account (as the case may be). I/We also understand that under such circumstances, I/we will be classified as "Non-Contactable" and hence, a physical share certificate will be despatched to me/us.

ELECTION FORM

In circumstances where:-

- (i) the Company/Share Registrars has not received the duly completed Election Form (together with relevant supporting documents) by 5.00 p.m. on **18 JULY 2008** or such later time and day as the Directors of CGB may decide and announce not less than two (2) market days before the stipulated Closing Date; or
- (ii) the submitted Election Form (together with relevant supporting documents) is incomplete, defaced, illegible or not accepted at the absolute discretion of the Company,

THE ENTITLED SHAREHOLDER WILL BE CLASSIFIED AS "**NON-CONTACTABLE**" AND A PHYSICAL SHARE CERTIFICATE WILL BE DESPATCHED TO THE ENTITLED SHAREHOLDER OF CGB BY REGISTERED POST TO THE ADDRESS STATED IN THE RECORD OF DEPOSITORS OF CGB.

Date : _____		
If Entitled Shareholder is an individual	If Entitled Shareholder is a corporation (corporate bodies must affix their common seal) @	
_____ Signature of Entitled Shareholder	_____ Director	_____ Director / Secretary

@ *The affixation of the common seal must be in accordance with the Articles of Association or other regulations.*

This Election Form (together with any supporting documents), duly completed and executed, must be submitted to the Share Registrars at the following address :-

HONG LEONG SHARE REGISTRATION SERVICES SDN BHD

Level 5, Wisma Hong Leong
18 Jalan Perak
50450 Kuala Lumpur
Malaysia

Telephone No. : + 603 – 2164 1818
Facsimile No. : + 603 – 2164 3703

(a self addressed envelope is enclosed)

All enquiries concerning the completion of the Election Form pursuant to the Capital Distribution should be addressed to the Share Registrars whose contact details are shown above.

Note : To employees/directors of AmInvestment Bank Berhad who are Entitled Shareholders of CGB

Employees/ directors of AmInvestment Bank Berhad who are Entitled Shareholders of CGB are reminded to adhere to the Personal Account Dealing Policy issued in November 2006 (including any addendums, annexure thereto) in relation to the selection of the options available under the Election Form as well as the trading of their entitled GuocoLeisure Shares pursuant to the Capital Distribution.

For avoidance of doubt, employees/directors of AmInvestment Bank Berhad who are Entitled Shareholders of CGB are advised to contact :-

Credit Control, Operations Department

AmInvestment Bank Berhad
8th Floor, Bangunan AmBank Group
55 Jalan Raja Chulan
50200 Kuala Lumpur
Malaysia

Telephone : + 603 – 2036 2633 (Extension: 6276 / 6156)
Facsimile : + 603 – 2031 0693

SUMMARY OF OPTIONS

OPTION 1

If you have selected Option 1, please tick "Option 1" on the Election Form Only

OPTION 2

If you have selected Option 2, please :-

- (1) Tick "Option 2" on the Election Form;
- (2) Complete and sign the AmSec Nominees Form; AND
- (3) Submit the following required Supporting Documents together with the Election Form and AmSec Nominees Form
 - For **INDIVIDUAL**, please attach photocopy of Identity Card ("I/C") (front and back) or Passport; OR
 - For **CORPORATION**, please attach certified copies of the Certificate of Incorporation, Certificate of Change in Name (if applicable) and Certificate of Board Resolution, authorising this Option 2 arrangement and providing the name(s) of the personnel authorised to execute all documents and to operate this account pursuant to Option 2 and the relevant specimen signatures.

OPTION 3

If you have selected Option 3, please :-

- (1) Tick "Option 3" on the Election Form;
- (2) Complete and sign the Cash Arrangement Authorisation Form; AND
- (3) Submit the following required Supporting Documents together with the Election Form and Cash Arrangement Authorisation Form
 - For **INDIVIDUAL**, please attach photocopy of I/C (front and back) or Passport; OR
 - For **CORPORATION**, please attach certified copies of the Certificate of Incorporation, Certificate of Change in Name (if applicable) and Certificate of Board Resolution, authorising this Option 3 arrangement and providing the name(s) of the personnel authorised to execute all documents and to operate this account pursuant to Option 3 and the relevant specimen signatures.

PROCEDURES IN COMPLETING THE ELECTION FORM

To facilitate the implementation of the Capital Distribution, Entitled Shareholders are requested to carefully read and understand the options available to them prior to making their selection.

YOU MAY SELECT ONLY ONE (1) OPTION. If you have selected more than one option, such Entitled Shareholder will be classified as “**Non-Contactable**” and a physical share certificate will be despatched to the Entitled Shareholder by registered post to the address stated in the Record of Depositors of CGB.

Option 1

Direct CDP Account

If you have an existing Direct CDP Account and wish to have the GuocoLeisure Shares credited into your existing Direct CDP Account, kindly complete the Election Form by selecting “**Option 1**” stating your CDP account number and name, identity/passport/company/permanent resident number and nationality/place of incorporation in the spaces provided. Please note that the name of the Direct CDP Account holder must be exactly the same as your name maintained with CDP.

If you do not have an existing Direct CDP Account but wish to open such an account to allow the GuocoLeisure Shares to be credited into such account, you are required to apply to CDP **directly** to open a Direct CDP Account. **Please note that CDP may require some time to process your application in opening a Direct CDP Account.**

Once your application for opening a Direct CDP Account is successful, you will be given a Direct CDP Account number by CDP, upon which you are to complete the Election Form by selecting “**Option 1**” stating your CDP account number and name, identity/passport/company/permanent resident number and nationality/place of incorporation in the spaces provided.

As you need to have the details of the Direct CDP Account to complete the Election Form, **it is important for you to have your Direct CDP Account opened with CDP as soon as practicable** such that you will have sufficient time to lodge the completed Election Form with the Share Registrars by the Closing Date.

You must lodge the completed Election Form with the Share Registrars by the Closing Date, whose contact details are set out in the Election Form. Please refer to the summary below for the steps involved in opening a Direct CDP Account with CDP :-

- **Procedures for opening a Direct CDP Account with CDP**

Items (i) and (ii) below set out a summary of the steps involved in opening a Direct CDP Account with CDP. You are advised to carefully read and understand the full contents stated in CDP Form 1.3 (Application form for opening of securities account (for individual) with CDP) and CDP Form 2.2 (Application form for opening of securities account (for corporation) with CDP) (collectively the “**CDP Forms**”) before completing the relevant CDP Forms.

Please note that you can open only ONE Direct CDP Account with CDP, and in the case of individuals, you must be at least 21 years of age and must not be an undischarged bankrupt. You will also need to engage a Singapore broker to assist you to deal in securities listed on the SGX-ST.

As you need to have the details of the Direct CDP Account to complete this Election Form, **it is important for you to have your Direct CDP Account opened with CDP as soon as practicable** such that you will have sufficient time to lodge the completed Election Form with the Share Registrars by the Closing Date.

(i) **Step 1: Complete the CDP Forms**

(a) **For individuals**

Complete **CDP Form 1.3** according to the instructions printed on the form.

(b) **For corporations**

Complete **CDP Form 2.2** according to the instructions printed on the form.

PROCEDURES IN COMPLETING THE ELECTION FORM

The CDP Forms are set out in Booklet C. You can also obtain copies of the CDP Forms from the Share Registrars.

(ii) Step 2: Lodge the CDP Forms (together with relevant supporting documents) directly with CDP

(a) For individuals

Submit directly to CDP, at the address stated in the CDP Forms, the completed CDP Form 1.3 together with the certified true copy of the relevant document duly certified by a CDP Authorised Representative*, as soon as practicable to enable you to submit the Election Form to the Share Registrars by the Closing Date. Your signature on the completed CDP Form 1.3 must be witnessed by a CDP Authorised Representative*.

Upon successful application, you will be given a Direct CDP Account number by CDP.

Note:

* The list of CDP Authorised Representatives are as follows:

- (i) Notary Public;
- (ii) Advocates and Solicitors;
- (iii) Singapore Embassy; and
- (iv) Justice of Peace.

Please visit the following websites: www.kehakiman.gov.my or www.malaysianbar.org.my, to check the authenticity of your selected CDP Authorised Representative.

(b) For corporations

Submit directly to CDP, at the address stated in the CDP Forms, the completed CDP Form 2.2 together with the relevant documents specified in the CDP Form 2.2 according to the instructions therein, as soon as practicable to enable you to submit the Election Form to the Share Registrars by the Closing Date.

If you are incorporated in tax haven countries, you will need to furnish, in a prescribed format, to CDP a legal opinion on the legality of opening such account in the said country.

Upon successful application, you will be given a Direct CDP Account number by CDP.

If you have submitted to CDP the relevant CDP Forms for the opening of a Direct CDP Account before the Closing Date but such account is not made available to enable you to submit the Election Form by the Closing Date, you will need to consider and choose the other options, i.e. Option 2 or Option 3, in which case the procedures under these other options will be applicable to you.

DA Sub-Account

Your local brokers may be able to facilitate the trading of securities listed on the SGX-ST through their arrangements with Singapore brokers via a DA Sub-Account. You may wish to consult your local brokers to find out if such service is made available to you. You may also open a DA Sub-Account directly with a depository agent in Singapore. A list of depository agents in Singapore can be found on the SGX-ST's website at www.sgx.com.

If you already have an existing DA Sub-Account or pursuant to the above, you have procured a DA Sub-Account and wish to have the GuocoLeisure Shares credited into this DA Sub-Account, kindly complete the Election Form by selecting "**Option 1**" stating the DA Sub-Account number and name and company number in the spaces provided.

CGB, the Share Registrars, AmInvestment Bank and GuocoLeisure are not (and shall not be) responsible to verify/ensure that you are duly authorised to provide such details, that you have the right to use such a DA Sub-Account, and that your local broker or depository agent in Singapore (as the case may be) has been duly informed in respect of such DA Sub-Account.

You must lodge the completed Election Form with the Share Registrars by the Closing Date, whose contact details are set out in the Election Form.

PROCEDURES IN COMPLETING THE ELECTION FORM

Option 2

If you do not have an existing Direct CDP Account or a DA Sub-Account, and you do not wish to open a Direct CDP Account or a DA Sub-Account, Option 2 allows you to have the GuocoLeisure Shares credited into a designated DA Sub-Account maintained by AmSec Nominees on your behalf with AmFraser.

This Option 2 is only available to Entitled Shareholders holding 2,000 CGB Shares or MORE as at the Entitlement Date. The CGB Board shall reject any election of Entitled Shareholders holding less than 2,000 CGB Shares as at the Entitlement Date who select Option 2 in the Election Form.

Kindly note that Option 2 shall also not be applicable to :-

- (1) an Entitled Shareholder who is a citizen or permanent resident of Singapore, or companies/corporations incorporated or registered with, or approved by any authority in Singapore as this group of accepting Entitled Shareholders are required by CDP to maintain a Direct CDP Account directly with CDP, or a DA Sub-Account directly with a depository agent in Singapore, to hold their GuocoLeisure Shares (i.e. they are not allowed to hold shares through an omnibus securities account); and
- (2) an Entitled Shareholder who is a nominee company.

This Option 2 requires you to appoint AmSec Nominees as your custodian to safe-keep your GuocoLeisure Shares and to open a securities trading account (with cross-border trading facility) with AmInvestment Bank on your behalf ("**Trading Account**"). AmSec Nominees will manage the designated DA Sub-Account and AmInvestment Bank for the Trading Account (maintained with AmFraser on your behalf) subject to the terms and conditions as stated in the AmSec Nominees Form.

Upon the successful opening of the Trading Account with AmInvestment Bank by AmSec Nominees on your behalf, AmInvestment Bank will despatch a notice to you by ordinary post to your address as shown in the Register of Members ("**ROM**") or Record of Depositors ("**ROD**") at your own risk. The said notice will contain your trading and contact details for future disposal of GuocoLeisure Shares. AmInvestment Bank will effect such disposal, if any, through AmFraser, upon your written instructions.

Entitled Shareholders electing for Option 2 should note that the Trading Account DOES NOT entitle such Entitled Shareholders to the full range of securities trading services with AmInvestment Bank. Under the terms of the AmSec Nominees Form, AmInvestment Bank will ONLY be limited in disposing such GuocoLeisure Shares upon receiving the Entitled Shareholders' written instructions. Entitled Shareholders will not be able to effect any other securities trading via the said Trading Account (including the purchase of any additional GuocoLeisure Shares).

Entitled Shareholders who intend to utilise a full range of securities trading services with AmInvestment Bank will be required to submit to AmInvestment Bank, a complete securities trading account application form and relevant documentation as may be required by AmInvestment Bank, which can be obtained and submitted to the following designated branches of AmInvestment Bank:-

- **Kuala Lumpur Branch**

8th Floor, Bangunan AmBank Group
55 Jalan Raja Chulan
50200 Kuala Lumpur
Malaysia

Telephone : + 603 – 2036 2633 (Extension: 6276 / 6156)
Fascimile : + 603 – 2031 0693

PROCEDURES IN COMPLETING THE ELECTION FORM

- **Batu Pahat Branch**

2nd Floor Penggaram Complex
1, Jalan Abdul Rahman,
83000 Batu Pahat, Johor
Malaysia

Tel : 07-434 2282
Fax : 07-432 7982

- **Damansara Utama Branch**

4th Floor, Plaza Damansara Utama,
2, Jalan SS21/60,
47400 Petaling Jaya
Selangor.

Tel : 03-7710 6613
Fax : 03-7710 7708

- **Penang Branch**

Mezzanine Floor & Level 3
No. 37, Jalan Sultan Ahmad Shah
10050 Pulau Pinang.

Tel : 04-226 1818
Fax : 04-229 2887

Should the sale of the GuocoLeisure Shares result in an odd-lot situation, the Entitled Shareholder shall in respect of the written instructions to dispose off that odd-lot, sell / dispose it together with the earlier 1,000 denominated lot/lots failing which, AmInvestment Bank is hereby authorised and granted the right to exercise the disposal / sale in the aforesaid manner.

You should read and understand the contents of the AmSec Nominees Form before deciding on whether to proceed with Option 2.

Please be informed that this Option 2 involves fees/charges to be borne by you, which are described in item (iv) below.

If you wish to proceed with this option, please refer to items (i), (ii) and (iii) below for the steps involved in appointing AmSec Nominees and completing the Election Form:

(i) Step 1: Complete the AmSec Nominees Form

Complete the AmSec Nominees Form which is enclosed in Booklet B. You may also obtain copies of the AmSec Nominees Form from AmSec Nominees or the Share Registrars.

If you are a Malaysian citizen or a company incorporated in Malaysia, by completing the AmSec Nominees Form, you agree to appoint AmSec Nominees (Tempatan) Sdn Bhd as your custodian.

If you are not a Malaysian citizen nor a company incorporated in Malaysia, by completing the AmSec Nominees Form, you agree to appoint AmSec Nominees (Asing) Sdn Bhd as your custodian.

If you are an existing client of AmSec Nominees and /or AmInvestment Bank, you are still required to complete the AmSec Nominees Form.

PROCEDURES IN COMPLETING THE ELECTION FORM

(ii) Step 2: Complete and lodge the Election Form together with the AmSec Nominees Form

Complete the Election Form by selecting '**Option 2**'.

You must lodge the completed Election Form together with the completed and signed AmSec Nominees Form as enclosed in Booklet B to the Share Registrars by the Closing Date, whose contact details are set out in the Election Form.

(iii) Step 3: Submit the following documents together with the Election Form and AmSec Nominees Form

You must attach the following documents together with the Election Form and AmSec Nominees Form:-

- For **INDIVIDUAL**, please attach photocopy of IC (front and back) or Passport; OR
- For **CORPORATION**, please attach certified copies of the Certificate of Incorporation, Certificate of Change in Name (if applicable) and Certificate of Board Resolution, authorising this Option 2 arrangement and providing the name(s) of the personnel authorised to execute all documents and to operate this account pursuant to Option 2 and the relevant specimen signatures.

(iv) Applicable fees/charges

There is no upfront fee to be charged for the appointment of AmSec Nominees under Option 2.

The applicable fees/charges to be borne by you will consist of, inter-alia, fees relating to services to be provided by AmSec Nominees (such as account maintenance fees and corporate action processing fees) and transaction costs incurred on dealings in GuocoLeisure Shares such as brokerage fees, bank charges (local and foreign), clearing fees, stamp duty, trading levy, prevailing goods and services tax, transfer fees and any other fees chargeable by CDP and the appointed brokers both local and foreign. Please refer to the AmSec Nominees Form for further information.

Should you have any enquiries pertaining to the AmSec Nominees Form, or applicable fees/charges mentioned above, you may contact AmSec Nominees at the following contact details:

AmSec Nominees (Tempatan) Sdn Bhd
 AmSec Nominees (Asing) Sdn Bhd
 11th Floor, Bangunan AmBank Group
 55 Jalan Raja Chulan
 50200 Kuala Lumpur
 Malaysia

Tel no.: + 603 – 2036 2633 (Extension: 2265 / 1424)
 Fax no.: +603 – 2026 3946

PROCEDURES IN COMPLETING THE ELECTION FORM

Option 3 (Cash Arrangement)

If you do not have an existing Direct CDP Account or DA Sub-Account (and do not wish to open any account under Option 1), this Option 3 is an optional cash arrangement put in place to enable your GuocoLeisure Shares to be disposed in the market (within a limited prescribed timeframe of 4-weeks and subject to terms and conditions stipulated), and thereafter receive the net cash proceeds arising from such disposal, if any.

This Option 3 is only available to Entitled Shareholders holding 10,000 CGB Shares or LESS as at the Entitlement Date. The CGB Board may, at its absolute discretion, reject any election of Entitled Shareholders holding more than 10,000 CGB Shares as at the Entitlement Date who has selected Option 3 in the Election Form. Such Entitled Shareholders will be classified as "Non-Contactable" and a physical share certificate will be despatched to the Entitled Shareholders.

Kindly note that Option 3 shall also not be applicable to an Entitled Shareholder who is a citizen or permanent resident of Singapore, or companies/corporations incorporated or registered with, or approved by any authority in Singapore as this group of accepting Entitled Shareholders are required by CDP to maintain a Direct CDP Account directly with CDP, or a DA Sub-Account directly with a depository agent in Singapore, to hold their GuocoLeisure Shares (i.e. they are not allowed to hold shares through an omnibus securities account).

If you wish to proceed with this option, please refer to items (i) to (iii) below for the steps involved in participating in the Cash Arrangement and completing the Election Form:

(i) Step 1: Complete the Election Form

Complete the Election Form by selecting "Option 3".

(ii) Step 2: Complete the Cash Arrangement Authorisation Form and lodge it together with the completed Election Form

Complete the Cash Arrangement Authorisation Form as enclosed in Booklet B.

The remaining number of GuocoLeisure Shares in the pool which are not sold in the market by AmInvestment Bank (through AmFraser) after the said 4-week period will be returned to the Option 3 Entitled Shareholders on a pro-rata basis, as nearly as possible (except for fractional shares ("Fraction Shares") which will be dealt with as set out below) in proportion to their entitled GuocoLeisure Shares ("**Entitled Remaining Prorated GuocoLeisure Shares**").

In respect of the Entitled Remaining Prorated GuocoLeisure Shares, you are required to select an alternative as set out in the Cash Arrangement Authorisation Form to deal with your Entitled Remaining Prorated GuocoLeisure Shares. Please refer to '**Dealings in Entitled Remaining Prorated GuocoLeisure Shares**' below for more information.

You must lodge the completed Election Form together with the completed and signed Cash Arrangement Authorisation Form with the Share Registrars by the Closing Date, whose contact details are set out in the Election Form.

The applicable fees/charges to be borne by you will consist of fees relating to services to be provided by AmSec Nominees (such as account maintenance fees and corporate action processing fees) and transaction costs incurred on the disposal of GuocoLeisure Shares such as brokerage fees, bank charges (local and foreign) clearing fees, stamp duty, trading levy, prevailing goods and services tax, transfer fees and any other fees chargeable by CDP and the appointed brokers, both local and foreign.

PROCEDURES IN COMPLETING THE ELECTION FORM

Should you have any enquiries pertaining to the applicable fees/charges mentioned above, you may contact AmSec Nominees at the following contact details:

AmSec Nominees (Tempatan) Sdn Bhd
 AmSec Nominees (Asing) Sdn Bhd
 11th Floor, Bangunan AmBank Group
 55 Jalan Raja Chulan
 50200 Kuala Lumpur
 Malaysia
 Tel no.: + 603 – 2036 2633 (Extension: 2265 / 1424)
 Fax no.: + 603 – 2026 3946

(iii) Step 3: Submit the following documents together with the Election Form and Cash Arrangement Authorisation Form

You must attach the following documents together with the Election Form and Cash Arrangement Authorisation Form:-

- For **INDIVIDUAL**, please attach photocopy of IC (front and back) or Passport; OR
- For **CORPORATION**, please attach certified copies of the Certificate of Incorporation, Certificate of Change in Name (if applicable) and Certificate of Board Resolution, authorising this Option 3 arrangement and providing the name(s) of the personnel authorised to execute all documents and to operate this account pursuant to Option 3 and the relevant specimen signatures.

If you do not complete the Election Form and the Cash Arrangement Authorisation Form in accordance with the instructions stated therein, AmSec Nominees, AmInvestment Bank, AmFraser and CGB may deem that you have not opted to participate in the Cash Arrangement and may disregard and not carry out any of your authorisation and instruction given in respect of the Cash Arrangement. In such case, you shall be deemed to have not specified an option in your Election Form and the CGB Board may, at its absolute discretion, treat as invalid and therefore reject any such Election Form and your entitled GuocoLeisure Shares will be distributed in the form of physical share certificate.

Dealings in Entitled Remaining Prorated GuocoLeisure Shares

The alternatives available to you to deal with your Entitled Remaining Prorated GuocoLeisure Shares (if any) are set out below. **You are required to select only ONE alternative in the Cash Arrangement Authorisation Form. If you do not specify an alternative in the Cash Arrangement Authorisation Form or if you specify more than 1 alternative in the Cash Arrangement Authorisation Form, AmSec Nominees, AmInvestment Bank, AmFraser and CGB may treat as invalid, and therefore reject, such Cash Arrangement Authorisation Form.** In such case, you shall be deemed to have not specified an option in your Election Form and the CGB Board may, at its absolute discretion, treat as invalid and therefore reject any such Election Form and you will be classified as Non-Contactable and a physical share certificate will be despatched to you.

- (i) **Alternative 1:** To be credited into your Direct CDP Account or DA Sub-Account. *(A CDP transfer fee (inclusive of the prevailing goods and services tax of Singapore) will be charged to you.)*

This alternative is only available to Entitled Shareholders who have an existing Direct CDP Account or DA Sub-Account.

You are required to provide details of the relevant CDP account number and name, identity/passport/company/permanent resident number and nationality/place of incorporation in the spaces provided (in the Cash Arrangement Authorisation Form) for crediting of the Entitled Remaining Prorated GuocoLeisure Shares.

PROCEDURES IN COMPLETING THE ELECTION FORM

If you choose to have the Entitled Remaining Prorated GuocoLeisure Shares credited into your Direct CDP Account, the name of the Direct CDP Account holder must be exactly the same as your name maintained with CDP. If you choose to have the Entitled Remaining Prorated GuocoLeisure Shares credited into a DA Sub-Account, CGB, AmInvestment Bank and the Share Registrars are not (and shall not be) responsible to verify/ensure that you are duly authorised to provide such details, that you have the right to use such a DA Sub-Account, and that your local broker or depository agent in Singapore (as the case may be) have been duly informed in respect of such DA Sub-Account.

- (ii) **Alternative 2:** To have your Entitled Remaining Prorated GuocoLeisure Shares delivered to you in the form of physical share certificate. *(A registration fee and stamp duty will be charged to you.)*

If you choose this alternative, you will not be able to trade in the Entitled Remaining Prorated GuocoLeisure Shares unless the physical share certificate is deposited with CDP.

The applicable fee (i.e. transfer fee, registration fee and/or stamp duty) chargeable to you will be deducted from the net sale proceeds of your GuocoLeisure Shares, which have been sold. In the event that such net sale proceeds are less than the said applicable fee, you shall pay the balance of the applicable fee to the Share Registrars upon receipt of notification from the Share Registrars of your Entitled Remaining Prorated GuocoLeisure Shares (if any) and such payment must be made in RM by way of a cheque drawn on and made payable at any bank in Malaysia, and must be received by the Share Registrars within 2 weeks from the said notification date. In the event such payment is not received by the Share Registrars within the said 2-week period, you shall be deemed to have forfeited your Entitled Remaining Prorated GuocoLeisure Shares and CGB shall be entitled to deal with the said Entitled Remaining Prorated GuocoLeisure Shares in such manner which may, at CGB in its absolute discretion, deem fit for its sole benefit.

You shall have no claims whatsoever against CGB, AmSec Nominees, AmInvestment Bank, AmFraser or the Share Registrars in connection herewith and CGB, AmSec Nominees, AmInvestment Bank, AmFraser or the Share Registrars disclaim all responsibility for any loss, liability, damages, cost and expenses (including consequential losses or damages) which you may sustain, incur or suffer as a result of or arising from your selection of the alternative set out above.

TERMS AND CONDITIONS OF THE CASH ARRANGEMENT – FOR OPTION 3 ONLY

The Cash Arrangement requires you to appoint AmSec Nominees as your custodian, AmInvestment Bank and AmFraser as your designated brokers at the respective countries of jurisdiction (the "**Brokers**") and CGB as the Instructing Client on behalf of Entitled Shareholders who have opted for the Cash Arrangement under Option 3 ("**Option 3 Entitled Shareholders**"). Your GuocoLeisure Shares (together with the GuocoLeisure Shares of all the other Option 3 Entitled Shareholders) will be pooled together and credited into a designated DA Sub-Account maintained by AmSec Nominees with AmFraser, whereby AmSec Nominees and the Brokers will be authorised to dispose of, on behalf of all Option 3 Entitled Shareholders, their GuocoLeisure Shares (through AmFraser). Such authorisation is effected through the Cash Arrangement Authorisation Form and is subject to the terms and conditions contained herein and the Election Form.

AmInvestment Bank shall be authorised to dispose (through AmFraser) the GuocoLeisure Shares of all Option 3 Entitled Shareholders in the market on a **best effort basis** within a time frame of **4-weeks** from the date the GuocoLeisure Shares are credited into the abovementioned designated DA Sub-Account, at such prices as AmInvestment Bank may, at its **absolute discretion** determine and, decide and you shall not hold CGB, AmInvestment Bank, AmSec Nominees or AmFraser liable or accountable in respect of such prices or the manner at which the GuocoLeisure Shares are disposed or in respect of any diminution in the value of the GuocoLeisure Shares in relation thereto.

AmSec Nominees, AmInvestment Bank and CGB are hereby authorized to do, carry out and/or perform any or all actions as they deem necessary and which the Option 3 Entitled Shareholders may have the power to do, carry out or perform in respect of the aforementioned sale and disposal of your GuocoLeisure Shares and open or maintain such securities accounts (including custodian and trading account respectively with cross-border facility) and/or to execute all necessary documents and/or forms issued by or required by AmFraser and the relevant regulators having oversight of your GuocoLeisure Shares and the securities accounts maintained on your behalf .

The sale of the GuocoLeisure Shares under the Cash Arrangement will be subject to transaction costs, fees and expenses (which includes brokerage fees and other related fees) and such transaction costs incurred will be deducted from the total sale proceeds ("**Net Sale Proceeds**"). The respective Brokers are authorized to deduct such transaction costs, fees and expenses at the respective relevant currency as may be necessary for the Cash Arrangement. The Net Sale Proceeds in Singapore Dollar ("**SGD**") will then be converted into Ringgit Malaysia ("**RM**") (at the prevailing exchange rate as determined by AmInvestment Bank at the point of conversion) and thereafter, will be remitted to the Share Registrars, who will in turn pay each Option 3 Entitled Shareholder in proportion to their entitled GuocoLeisure Shares. Such payment of the Net Sale Proceeds (rounded down to the nearest sen) will be made by way of cheque, which shall be despatched to the Option 3 Entitled Shareholders by ordinary post to their addresses as shown in the ROM or ROD at their own risk, as soon as practicable **after** the said **4-week period** ("**Payment of Net Sale Proceeds**").

In the event the amount of Net Sale Proceeds arising from the disposal of the GuocoLeisure Shares under the Cash Arrangement shall upon apportionment result in an Option 3 Entitled Shareholder receiving less than RM5.00, the Option 3 Entitled Shareholder shall agree that the entire net sale proceeds of all the GuocoLeisure Shares sold shall belong to CGB and shall be paid to CGB for its absolute benefit.

TERMS AND CONDITIONS OF THE CASH ARRANGEMENT

The remaining number of GuocoLeisure Shares in the pool which are not sold in the market by AmInvestment Bank (through AmFraser) after the said **4-week period** will be returned to the Option 3 Entitled Shareholders on a pro-rata basis, as nearly as possible (except for fractional shares ("**Fraction Shares**") which will be dealt with as set out below) in proportion to their entitled GuocoLeisure Shares. In this regard, you are required to indicate in the Cash Arrangement Authorisation Form how you wish your Entitled Remaining Prorated GuocoLeisure Shares to be dealt with, if any.

Upon the (i) payment of the Net Sale Proceeds; and (ii) distribution of the Entitled Remaining Prorated GuocoLeisure Shares to the respective Option 3 Entitled Shareholders (if any), AmSec Nominees, AmInvestment Bank, AmFraser, and CGB shall ensure/ procure the termination and the closing of all accounts opened and maintained on the Option 3 Entitled Shareholders' behalf under the Cash Arrangement.

Option 3 Entitled Shareholders hereby agree that Fraction Shares will not be distributed as it will be impractical to distribute such Fraction Shares to each Option 3 Entitled Shareholder. In this regard, Option 3 Entitled Shareholders hereby authorises CGB to retain, or deal with such Fraction Shares as the CGB Board may deem fit, in the best interest of CGB. You shall have no claim whatsoever against CGB, AmSec Nominees, AmInvestment Bank, AmFraser and the Share Registrars in respect of the retention of such Fraction Shares by CGB.

Under the Cash Arrangement, CGB, AmSec Nominees, AmInvestment Bank, AmFraser and the Share Registrars and their respective affiliates hold no responsibility whatsoever to the Option 3 Entitled Shareholders' decision to opt for the Cash Arrangement and will not be liable for any and/or all losses and damages (including consequential losses or damages) whatsoever and howsoever arising, which Option 3 Entitled Shareholders may sustain, incur or suffer from the disposal of their GuocoLeisure Shares including but not limited to any market changes in the share price and any exchange loss or crediting or delivery of their Entitled Remaining Prorated GuocoLeisure Shares or for any delay or failure in effecting any of the aforesaid.

By opting for the Cash Arrangement, CGB, AmSec Nominees, AmInvestment Bank, AmFraser and the Share Registrars and their respective affiliates shall be exempted from any liabilities or for any and/or all losses or damages, claims, costs or expenses whatsoever and howsoever arising and the Option 3 Entitled Shareholders shall fully indemnify and hold CGB, AmSec Nominees, AmInvestment Bank, AmFraser and the Share Registrars and their respective affiliates harmless from and against all actions, liabilities, claims, demands, losses, damages, costs and expenses (including legal fees) of whatever nature which CGB, AmSec Nominees, AmInvestment Bank, AmFraser and the Share Registrars and their respective affiliates may at any time and from time to time sustain, incur or suffer in connection with the Cash Arrangement.

AmSEC NOMINEES FORM (FOR OPTION 2 ONLY)

PRIVATE AND CONFIDENTIAL

Date: 13 June 2008

AmSec Nominees (Tempatan) Sdn Bhd
11th Floor, Bangunan AmBank Group
55 Jalan Raja Chulan
50200 Kuala Lumpur

AmSec Nominees (Asing) Sdn Bhd
11th Floor, Bangunan AmBank Group
55 Jalan Raja Chulan
50200 Kuala Lumpur

AmInvestment Bank Berhad
8th Floor, Bangunan AmBank Group
55 Jalan Raja Chulan
50200 Kuala Lumpur

Dear Sirs

APPOINTMENT OF AMSEC NOMINEES (TEMPATAN) SDN BHD ("AMSEC NOMINEES (T)") OR AMSEC NOMINEES (ASING) SDN BHD ("AMSEC NOMINEES (A)") (AS THE CASE MAY BE) (COLLECTIVELY "AMSEC NOMINEES") BY ACCEPTING ENTITLED SHAREHOLDERS (AS DEFINED BELOW) WHO SELECTED OPTION 2 UNDER THE ELECTION FORM ISSUED BY CAMERLIN GROUP BERHAD ("CGB" OR THE "COMPANY") ("ELECTION FORM") PURSUANT TO :-

❖ **THE CAPITAL DISTRIBUTION OF 300,806,272 ORDINARY SHARES OF UNITED STATES DOLLAR 0.20 EACH IN GUOCOLEISURE LIMITED (FORMERLY KNOWN AS BIL INTERNATIONAL LIMITED) ("GUOCOLEISURE") ("GUOCOLEISURE SHARE(S)") TO THE SHAREHOLDERS OF CGB, ON THE BASIS OF 0.65 GUOCOLEISURE SHARES FOR EVERY ONE (1) ORDINARY SHARES OF RM1.00 EACH ("CGB SHARE(S)") HELD IN CGB AT 5.00 P.M. ON 20 MAY 2008 ("ENTITLEMENT DATE") ("ENTITLED SHAREHOLDER") ("CAPITAL DISTRIBUTION")**

- (A) I/We (hereinafter called the "**Client**"), hereby irrevocably appoint AmSec Nominees (T) *¹ or AmSec Nominees (A) *², as the case may be, (together referred to as "**Custodian**") as my/our Custodian to inter alia :
- (a) safekeep the Securities; and
 - (b) open and maintain a securities account (with cross-border custodian services) on my/our behalf in accordance with the terms set out herein and in accordance with the selection made in the Election Form issued by CGB.

subject to the terms herein contained.

*¹ *Applicable to a Malaysian citizen or Malaysian incorporated company*

*² *Applicable to a non-Malaysian citizen or non-Malaysian incorporated company*

(B) Establishment of the Securities Accounts

The Client hereby :-

- (a) authorizes the Custodian, to open an omnibus securities account with the foreign brokers including AmFraser Securities Pte Ltd ("AmFraser") and / or any relevant securities account for and on behalf of the client in the relevant central depository in the name of the Custodian in any jurisdiction, as their/its authorised nominee,
 - (b) appoints AmInvestment Bank as the local broker to dispose / sell the Securities on behalf of the Client,
 - (c) authorises AmInvestment Bank to open and maintain a limited omnibus trading account with AmFraser (with cross-border trading facility) for the SOLE purpose of disposing the Securities and authorizes the opening and maintenance of all such other securities account as may be necessary to be opened and maintained by AmInvestment Bank for and on behalf of the client to facilitate aforesaid the sale and disposal of Securities,
 - (d) acknowledges and agree that AmInvestment Bank shall in reliance of all the representation, covenants and terms and conditions stated herein agree to act on behalf of the Client in the opening and maintaining of the said Securities Accounts.
- (C) Non-Assignment: The Client shall not assign, charge or otherwise encumber the Securities therein or rights thereto without the Custodian's and /or AmInvestment Bank's prior written consent.

IMPORTANT NOTICE :-

Clients electing for Option 2 to note that the securities account with AmInvestment Bank DOES NOT entitle such Clients to the full range of securities trading services with AmInvestment Bank. Under the terms of this Agreement, AmInvestment Bank will ONLY dispose / sell the Securities upon receiving the Client's written instructions and the Client will not be able to effect any other securities account via the said trading Account of any other securities (including the purchase of any additional Securities).

Clients of Option 2 who intend to utilise a full securities trading services with AmInvestment Bank will be required to submit to AmInvestment Bank, a complete securities trading account application form and all relevant documentation as may be required by AmInvestment Bank (which can be obtained and submitted to the respective branches).

1.1 DEFINITIONS AND INTERPRETATION

Definitions: In this Agreement, all terms and expressions shall bear the same meaning as used in the Election Form issued by CGB for the Capital Distribution unless otherwise provided herein:

- "Authorised Person" means where the client is an individual only, the Client identified in the "Election Form" but where the client is a company any officer, employee, servant of Client duly authorized (to give Instructions to the Custodian and / or AmInvestment Bank in connection with the Services) as notified to the Custodian and / or AmInvestment Bank from time to time in such manner as the Custodian and / or AmInvestment requires in its/their sole and absolute discretion including the person or persons authorised by the Client in the "Election Form".
- "Business Day" means a day on which the Custodian, AmInvestment Bank and their counterparty are opened for business in respect of the Services which is to be transacted.
- "Clearance System" means any clearing agency, settlement system or depository (including any entity that acts as a system for the central handling of Securities in the country where it is incorporated or organised or that acts as a transnational system for the central handling of Securities) used in connection with transactions relating to Securities.

"Instructions"	means any and all written instructions (including approvals, consents and notices) received by the Custodian and / or AmlInvestment Bank reasonably believed by the Custodian and / or AmlInvestment Bank in good faith to be from, any Authorised Person including in respect of the instructions to sell or dispose off the Securities in the format of "Sell Order" form annexed as Appendix 1.
"Securities"	means the GuocoLeisure Shares distributed to Clients who have selected Option 2 under the Election Form.
"Securities Account"	any securities account opened or maintained with foreign broker, custodian bank, depository agent, the Custodian or AmlInvestment Bank and / or by the Custodian and / or by AmlInvestment Bank from time to time to facilitate the sale and disposal of the Securities (as transacted by AmlInvestment Bank), and the settlement and safe-keeping of the Securities (by the Custodian) pursuant to and in relation to the Services for and on behalf of the Client and /or to facilitate the execution of the Services for the Client's benefit. "Securities Accounts" shall mean collectively all the individual Securities Account and where the context so permits, includes any one or more of them.
"Services"	means the services referred to in Clause 4 in relation to Securities.
"Taxes"	means all taxes, levies, imposts, charges, assessments, deductions, withholdings and related liabilities, including additions to tax, penalties and interest imposed on or in respect of (i) Securities or (ii) the Services or (iii) the Client; provided that "Taxes" does not include income or franchise taxes imposed on or measured by the net income of the Custodian and AmlInvestment Bank, or their agents.

1.2 INTERPRETATION

- 1.2.1 A reference to this "Agreement" shall include this agreement or any other document referred herein (including the Election Form) and shall include all the terms and conditions in of any other relevant agreement and/ or such other document as may amend, supplement or novate this agreement or any of the document referred herein.
- 1.2.2 Any reference to any statutory provision includes a reference to any modification, extension or re-enactment thereof (whether made before or after the date hereof) for the time being in force and also includes a reference to all by-laws, instruments, orders and regulations for the time being made thereunder or deriving therefrom.
- 1.2.3 Words denoting one gender include the other gender, and words denoting the singular include the plural and vice versa and words denoting persons include corporations and vice versa and also include their respective heirs, personal representatives, successors-in-title or permitted assigns, as the case may be.
- 1.2.4 If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a day which is not a Business Day, then that period is to be deemed to only expire on the next Business Day.

2. **REPRESENTATIONS**

The Client represents to the Custodian and AmlInvestment Bank that:

- 2.1.1 where the Client is a company, the Client is a company duly incorporated and validly existing under the laws of its incorporation and has not convened a meeting of its creditors or proposes or makes any arrangement or composition with, or any assignment for the benefit of its creditors, nor has a petition been presented or a meeting been convened for the purpose of considering a resolution for the winding-up of, or other steps are taken for making of an administration order or winding up petition against the Client in any jurisdiction,

- 2.1.2 where the Client is an individual it is of full legal age and has the full capacity to contract and to give effect to his/her/its obligations herein and is not a bankrupt, and has not committed any act of bankruptcy nor is there any insolvency proceedings being threatened or pending as against him/her;

upon the occurrence of any of the events which will render the representation mentioned in subparagraphs 2.1.1 or 2.1.2 above untrue, the Client agrees and undertakes to immediately cease trading and shall forthwith notify the Custodian and AmInvestment in writing of the occurrence of the event. The Client agrees that until written notice is given to the Custodian and AmInvestment Bank, all orders carried out by the Client under the Securities Accounts shall be valid and enforceable against the Client.

- 2.1.3 the Client being an individual if is under the employ of AmInvestment Bank shall comply with all internal policies imposed by AmInvestment Bank and regulators in respect of the transactions relating to the Securities,

- 2.1.4 the Client is not a citizen or permanent resident of Singapore or a company / corporation incorporated or registered with, or approved by any authority in Singapore.

- 2.1.5 where the Client is a company, all appropriate and necessary action has been taken to authorise the execution and delivery of this Agreement and the performance of its obligations under this Agreement and the execution and delivery thereof do not exceed the power and authority of the officers executing the same;

- 2.1.6 where the Client is a company, it is not incorporated to act as nominees for any other beneficial owners;

- 2.1.7 this Agreement constitutes a legal, valid and binding obligation of the Client enforceable in accordance with its terms;

- 2.1.8 no lawsuit or investigation by any government agency or other regulatory authority is pending, instituted or threatened to be instituted against the Client;

- 2.1.9 all governmental, regulatory or other consents, approvals, licences, authorisations which are necessary or expedient for the acceptance, execution, performance, validity and enforceability of this Agreement have been obtained and are in full force and effect and any conditions contained therein or otherwise applying thereto have been fully complied with;

- 2.1.10 the Client has not been declared a defaulter by any of the relevant stock exchanges on which the Securities are transacted .

- 2.1.11 the details furnished and/or required to be furnished by the Client in accordance with the provisions herein (including the details in the Election Form) are true and accurate in all respects;

- 2.1.12 the Client is fully aware of the relevant laws, guidelines, rules and regulations (whether having force in law or otherwise) governing the dealing of Securities in the relevant and applicable jurisdictions as well as the exchange control laws including but not limited to regulations which are in force in Malaysia and Singapore and agrees to be bound by such laws, guidelines, rules and regulation for the time being in force.

- 2.2 The Client shall ensure that the representations and warranties contained in sub-clause 2.1 above shall be true and accurate in all material aspects as at the date of this Agreement and at all time thereafter while the Agreement is subsisting.

3. COMPLIANCE WITH LAWS AND GUIDELINES

- 3.1 The Client shall abide by all laws, by-laws, regulations, rules, orders, directives prescribed by regulators of any relevant jurisdiction relating to the operation of the Securities Accounts and to the Client's trading activities of the Securities and to all matters herein.

3.2 The Client agrees to comply with all policies, procedures, guidelines, rules, directives and/or instructions of whatsoever nature presently and from time to time issued, given, made and/or established by the Custodian and / or AmInvestment Bank.

4. **SERVICES**

4.1 LIMITED TRADING SERVICES

4.1.1 Disposal / Selling of the Securities: The Client shall ensure that the Instructions to AmInvestment relating to the trading of the Securities :-

- (a) shall be limited to execute sale / disposal of the Securities and that there will not be any other trading made via the Securities Account of any other securities (including the purchase of any additional Securities); and
- (b) should the sale of the Securities result in a remaining odd-lot, the Client shall in respect of the Instructions to dispose off that odd-lot, sell / dispose it together with the earlier 1,000 denominated lot/lots. AmInvestment Bank is hereby authorized to effect the sale in the manner aforesaid even if the Client fail, ignore or neglect to specify such terms in the relevant written instructions.

4.2 AmInvestment Bank is hereby authorized to act on and give effect to the Instructions in respect of the limited trading of the Securities to do, carry out and/ or perform any or all actions whatsoever which the Client may have the power to do, carry out or perform in relation to the Securities and / or Securities Accounts (including without limitation to appointment of AmFraser as the Singaporean broker and the opening and maintaining of the trading account with AmFraser for the benefit of the Client) and / or to executing all necessary documents and/ or forms issued by or required any the foreign broker and regulators on behalf of the Client.

4.3. Custodian Services : The Custodian is hereby appointed and authorised to perform all or any of the following services but reserves the absolute right to refuse to do so if, in its opinion, there are grounds for such refusal:

- 4.3.1 To hold or to arrange for the Securities to be held in safe custody.
- 4.3.2 To deliver the documents of title and any other instruments relating to such Securities in accordance with Instructions (at the risk of the Client).
- 4.3.3 To collect and/or receive, all income and other payments and distributions attributable to or in respect of the Securities.
- 4.3.4 To receive and hold, all securities received by the Custodian as a result of a stock dividend, share sub-division or reorganisation, capitalisation of reserves or otherwise.
- 4.3.5 To deal with bonus issues, warrants and other similar interests offered to or received by the Custodian.
- 4.3.6 to notify the Client of all notices and financial information received by the Custodian which requires action to be taken by the Client in relation to such Securities and to seek instructions as to any action to be taken in connection therewith ("Custodian's Notification"), provided always that the Client shall reply in writing within the timeframe stipulated in the Custodian's Notification, failing which the Client shall be deemed to have waived or forgone such right or entitlement to such action required to be taken.
- 4.3.7 To execute proxy forms only upon receipt of Instructions sent by the Client to enable it to attend any meeting and/or exercise the voting rights attached to or in relation to the Securities (if relevant), if any, subject always to the limitations imposed on proxies and provided that the request is made within a reasonable timeframe prior to such meeting. For the avoidance of doubt, neither the Custodian nor AmInvestment Bank shall provide proxies for the Client.
- 4.3.8 to commence, prosecute, defend, continue and/ or discontinue all actions including those relating to Clause 4.3 herein with power to compromise or to submit to judgment or order in any such actions or legal proceedings as aforesaid.

4.3.9 to deal with any proceeds in accordance with Instructions.

and generally, without prejudice to the specified matters above, to act on and give effect to the Instructions relating to custodian and the safe-keeping of the Securities and to do, carry out and/ or perform any or all actions whatsoever which the Client may have the power to do, carry out or perform in relation to the Securities and / or the Securities Accounts including without limitation to and to executing all necessary documents and/ or forms issued by or required by all relevant central depositories and /or AmInvestment Bank on behalf of the Client.

5. INSTRUCTIONS

- 5.1 All Instructions, shall be deemed to be effective upon the receipt by the Custodian and / or AmInvestment Bank and shall continue to be in full force and effect until and unless cancelled or superseded by the new Instructions, provided always that the Custodian and / or AmInvestment Bank has had reasonable time to implement the new Instruction and provided that the Custodian and / or AmInvestment Bank has not acted or accepted the earlier Instructions. Nothing herein shall invalidate anything done by the Custodian and /or AmInvestment Bank pursuant to the earlier Instructions.
- 5.2 The Custodian and / or AmInvestment Bank shall be entitled, at its discretion but is not obliged to, accept Instructions believed by it to contain sufficient information and such Instructions shall be binding on the Custodian and the Custodian shall not be liable for doing so, whether or not the Instructions were given by the Authorised Person and the Custodian and /or AmInvestment Bank shall not be under any duty to verify the identity of the person(s) giving those instructions or the accuracy or truth of such Instructions.
- 5.3 The Custodian and/or AmInvestment Bank reserves the absolute right to refuse to act on the Instructions, if in its absolute opinion, there are grounds for doing so but the Custodian and/or AmInvestment Bank shall not be bound to furnish the Client with any reason thereto. The Custodian and/or AmInvestment Bank however shall inform the Client of its decision in writing.
- 5.4 The Custodian and AmInvestment Bank are not responsible for errors or omissions made by the Client or resulting from fraud or the duplication of any Instruction by the Client.
- 5.5 Any Instructions received by the Custodian and AmInvestment Bank: (a) on a day other than a Business Day; or (b) after 3.00 pm (local time in the place of business of the Custodian and AmInvestment Bank) on a Business Day, shall only be processed by the Custodian and / or AmInvestment Bank on the next Business Day.
- 5.6 In some securities markets, securities deliveries and payments therefore may not be or are not customarily made simultaneously. Accordingly, notwithstanding the Client's Instruction to deliver Securities against payment, the Custodian and / or AmInvestment Bank may accept payment for delivery of Securities. The Client further agrees that AmInvestment Bank shall pay to the Client the sale proceeds from the sale / disposal of the Securities on the second Business Day following the date prescribed by the Singapore exchange as the date on which the sale is to be settled in the Singapore stock exchange.
- 5.7 The Custodian and / or AmInvestment Bank shall not be liable for the consequences of relying on any communication or document reasonably believed by it in good faith to be genuine and correct and to have been communicated or signed by the person by whom it purports to be communicated or signed.
- 5.8 The Client accepts and acknowledges that its instructions or orders shall not be taken to have been received, executed, fulfilled or matched by AmInvestment Bank until AmInvestment Bank shall have given its confirmation to the Client (by a contract number to confirm receipt of instructions/orders or a confirmation message to confirm execution, fulfillment or matching of instructions/orders whether through the electronic services or otherwise). In the event of dispute, the official records of AmInvestment Bank with regards to the receipt, execution, fulfillment and/or matching of instructions or orders from the Client shall, in the absence of manifest error, be final, conclusive and binding on the parties hereto for all purposes, including legal proceedings. Confirmation by dealer's representatives (whether verbal or written) of AmInvestment Bank shall not be regarded as official confirmation by AmInvestment Bank.

6. TAX STATUS/WITHHOLDING TAXES

- 6.1 Information: Upon request by the Custodian and / or AmInvestment Bank, the Client shall provide from time to time and in a timely manner, information and proof (copies or originals) as to the Client's and/or the underlying beneficial owner's (if any) tax status or residence. The Custodian and / or AmInvestment Bank shall be entitled to request and the Client agrees to provide such information and proof that may include, as appropriate, executing certificates, and shall make additional representations and warranties, or providing other information or documents in respect of Securities, as the Custodian and AmInvestment Bank deems necessary or proper to fulfill obligations under any applicable law.
- 6.2 Payment: The Custodian and / or AmInvestment Bank may withhold any monies held or received by the Custodian and / or AmInvestment Bank and may thereafter apply the monies in satisfaction of any Taxes payable with respect to or in relation to the transactions made or executed in relation to or arising from the holding of the Securities if any Taxes are levied and become payable. The Client shall remain liable for any deficiency.

7. USE OF THIRD PARTIES

7.1 GENERAL AUTHORITY

- 7.1.1 The Custodian and AmInvestment Bank are hereby authorised to appoint sub-custodians and administrative support providers as its delegates and to use or participate in market infrastructures and Clearance Systems to perform any of the duties of the Custodian and AmInvestment Bank under this Agreement. The Custodian and AmInvestment Bank shall exercise care and skills in conducting due diligence in respect of any such appointment. The Custodian and AmInvestment Bank shall endeavour that there is adequate arrangement to prevent the sub-custodian from releasing the control or custody of the Securities without the prior consent of the Client.
- 7.1.2 Sub-custodians include those persons utilised by the Custodian and AmInvestment Bank for the safe-keeping, clearance and settlement of Securities.
- 7.1.3 Administrative support providers include those persons utilised by the Custodian and AmInvestment Bank to perform ancillary services of a purely administrative nature such as couriers, messengers or other commercial transport systems.
- 7.1.4 Market infrastructures include public utilities, external telecommunications facilities and other common carriers of electronic and other messages, and external postal services. Market infrastructures are not delegates of the Custodian and AmInvestment Bank.
- 7.1.5 Securities deposited with Clearance Systems hereunder will be subject to the laws, rules, statements of principle and practices of such Clearance Systems. Clearance Systems are not delegates of the Custodian and AmInvestment Bank.

7.2 SUB-AGENTS AND CLEARANCE SYSTEM

- 7.2.1 The Custodian and AmInvestment Bank shall act in good faith and use reasonable care in the selection and continued appointment of sub-custodians/agents and administrative support providers, but shall otherwise have no responsibility for performance by such persons of any of the duties delegated to them under this Agreement.
- 7.2.2 The Custodian and AmInvestment Bank may deposit or procure the deposit of Securities with any Clearance System as required by law, regulation or best market practice. The Custodian and AmInvestment Bank have no responsibility for selection or appointment of, or for performance by, any Clearance System or market infrastructure.
- 7.2.3 For avoidance of doubt, AmFraser is not a sub-custodian of the Custodian, nor is AmFraser, AmInvestment Bank, CGB, and the registrar an agent of the Custodian. And neither is AmFraser, the Custodian, CGB and the registrar an agent of AmInvestment Bank.

8. **SCOPE OF RESPONSIBILITY**

- 8.1 **Standard of Care:** The Custodian and AmInvestment Bank have several obligations (and not joint) and each shall exercise reasonable due care in the exercise of their respective scope of Service as stipulated herein.
- 8.2 **Limitations on Losses:** The Custodian and AmInvestment Bank will not be responsible for any loss or damage suffered by the Client unless the loss or damage results from the Custodian's and / or AmInvestment Bank's gross negligence, wilful breach or fraud. In any event the obligations and the liability of the Custodian and / or AmInvestment Bank are several and not joint and each of their liability (if any) shall not exceed the amount of fees paid for the each of their respective Services rendered to the Clients. In any event and under no circumstances will the Custodian and / or AmInvestment Bank be liable to the Client for consequential, indirect loss or damage, even if advised of the possibility of such loss or damage.
- 8.3 **Limitations on the Custodian's and AmInvestment Bank's Responsibility**
- 8.3.1 **General:** The Custodian and AmInvestment Bank are responsible for the performance of only those duties as are expressly set forth herein, including the performance of any Instruction given in accordance with this Agreement. The Custodian and AmInvestment Bank shall have no fiduciary relationships and no implied duties or obligations nor shall they be construed as partners amongst them or with AmFraser, CGB or the registrar.
- 8.3.2 **No Liability for Third Parties:** The Custodian and AmInvestment Bank are not responsible for the acts, omissions, defaults or insolvency of any third party including, but not limited to, any broker (including but not limited to AmFraser), counterparty, CGB or issuer of Securities.
- 8.3.3 **Performance Subject to Terms Imposed by Foreign Brokers:** The Client acknowledges that the Custodian and AmInvestment Bank have accepted principal responsibility and/or liability to another broker in a foreign jurisdiction for the purposes of providing the Services for the Client's benefit. Accordingly, the Client consents and accepts risks in dealing with the Securities and liabilities associated as necessary risk in dealing with such jurisdiction through the Custodian and/or AmInvestment Bank.
- 8.3.4 The Client acknowledges that the performance of the Custodian's and /or AmInvestment Bank's Services is subjected and also governed by the terms and conditions imposed by the foreign brokers ("**Foreign Broker's Terms and Conditions**").
- 8.3.5 **Performance Subject to Laws:** The Client understands and agrees that the Custodian's and AmInvestment Bank's performance of this Agreement is subject to the relevant laws, regulations, decrees, orders and government acts, and the rules, operating procedures and practices of any relevant stock exchange, Clearance System or market where or through which Instructions are to be carried out and to which the Custodian and AmInvestment Bank are subject and as exist in the country in which any Securities are held and /or customs and internal policies of the Custodian and /or of AmInvestment Bank ("**Applicable Laws**") and / or the Foreign Broker's Terms and Conditions. The Custodian / AmInvestment Bank may do or cause to be done any act or thing in compliance with its duties and obligations under the Applicable Laws and/or the Foreign Broker's Terms and Conditions or to prevent or remedy breach of the application of the abovesaid laws and terms and conditions. The Client hereby agree that the Custodian and / or AmInvestment Bank shall not be liable for any loss, damages, costs or expenses incurred in relation hereto.
- 8.3.6 **Prevention of Performance:** The Custodian and AmInvestment Bank will not be responsible for any failure to perform any of its obligations if such performance is prevented, hindered or delayed by a Force Majeure Event, in such case its obligations will be suspended for so long as the Force Majeure Event continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Custodian and / or AmInvestment Bank, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.
- 8.4 **Client's Reporting Obligations:** The Client shall be solely responsible for all filings, tax returns and reports on any transactions in respect of or relating to the Securities as may be required by any relevant authority, whether governmental or otherwise.

- 8.5 Client's Covenant to Provide Further Information : Upon request by the Custodian and / or AmInvestment Bank, the Client shall provide from time to time and in a timely manner, such additional information, document and proof (copies or originals) as to the Client's and/or the underlying beneficial owner's (if any) and shall make additional representations and warranties as the Custodian and AmInvestment Bank deems necessary or proper whether or not to fulfill obligations under or whether or not for the purposes of complying with any applicable law.
- 8.6 Validity of Securities: The Custodian and AmInvestment Bank do not warrant or guarantee the form, authenticity, value or validity of any Securities received by the Custodian and / or AmInvestment Bank. The Custodian and AmInvestment Bank shall not be liable for any diminution of the value of the Securities in whatsoever manner.
- 8.7 Forwarded Information: The Custodian and AmInvestment Bank are not responsible for the form, accuracy or content of any notice, circular, report, announcement or other material provided by third party and not prepared by the Custodian and / or AmInvestment Bank including the accuracy or completeness of any translation provided by the Custodian and AmInvestment Bank in regard to such forwarded communication.

9 CURRENCY AND FOREIGN EXCHANGE RISKS

- 9.1 Sales Proceeds : The net sales proceeds (after deduction of relevant transaction costs) from the disposal of Securities and /or dividends / interest income received by the Custodian will be converted from Singapore Dollar into Malaysian Ringgit by AmInvestment Bank (at the exchange rate at the point of conversion of exchange rate as determined by the Custodian and / AmInvestment Bank). Thereafter, the net sales proceeds and / or the dividends / interest income in Malaysian Ringgit (rounded down to the nearest sen) will be remitted to the Client by way of cheque or telegraphic transfer, unless otherwise instructed. The Client will bear any losses, damages, or costs that result from any currency conversion effected as aforesaid.
- 9.2 Corporate Entitlement : In the matter of rights issue and / or other related corporate actions, the Client must pay the subscription money in such a manner as may be advised by AmInvestment Bank from time to time. The latest date for such payment of subscription money shall be at least seven (7) Business Days before the acceptance date, failing which the rights issue and / or other related corporate actions will be allowed to lapse without further reference to the Client.

10. INDEMNITY

- 10.1 Indemnity to the Custodian and AmInvestment Bank: The Client agrees to indemnify the Custodian and / or AmInvestment Bank and their respective directors, officers, agents ("**Indemnified Parties**") and to defend and hold the Indemnified Parties harmless from all losses, costs, damages and expenses (including reasonable legal fees) and liabilities for any claims, demands or actions (each referred to as a "**Loss**" and collectively "**Losses**"), incurred by the Indemnified Parties howsoever and whatsoever manner in connection thereto with this Agreement.
- 10.2 The Client hereby acknowledges and agrees that where AmInvestment Bank uses another broker to execute the Client's orders and / or that the Custodian uses AmFraser for safe-keeping of the Securities in Singapore AmInvestment Bank and / or the Custodian as the case may be, will have to accept sole and principal responsibility to the relevant broker or AmFraser for the Services rendered, notwithstanding that as between the Client and AmInvestment Bank and / or the Custodian, AmInvestment Bank and /or the Custodian is in fact acting solely as the agent of the Client Accordingly, the Client shall indemnify, and keep indemnified and hold harmless, each of them against any and all acts and things taken and done in good faith as it deems necessary, desirable or expedient to ensure that AmInvestment Bank and / or the Custodian will not be in default of its said principal obligation to such broker. The foregoing right of AmInvestment Bank and / or the Custodian will apply even though as between AmInvestment Bank and / or the Custodian and the Client, the Client may be in actual or anticipatory breach.

The indemnity abovementioned is in addition to any other right that is conferred hereunder, under law, by statute, in equity or otherwise.

11. ACTING AS PRINCIPAL

- 11.1 Client's Direct Liability: The disclosure by the Client to the Custodian and / or AmInvestment Bank that the Client has entered into this Agreement as the agent or representative of another person shall not relieve the Client of any of its obligations under this Agreement nor will it prejudice or affect any of the rights herein as conferred to the Custodian and / or AmInvestment Bank.

12. SET OFF

- 12.1 To the extent permitted by applicable law and in addition to any other remedies available to the Custodian and / or AmInvestment Bank under applicable law, the Custodian and / or AmInvestment Bank may, without prior notice to the Client, set off any payment obligation owed to them by the Client in connection with all liabilities arising under this Agreement against any payment obligation owed by them to the Client under this Agreement regardless of the place of payment or currency of either obligation (and for such purpose may make any currency conversion necessary at the prevailing exchange rate as determined by the Custodian and/ or AmInvestment Bank as the case may be).

13. FEES AND EXPENSES

The Client agrees to and hereby undertakes to pay such fees, expenses, charges and Losses imposed and /or incurred by the Custodian and / or AmInvestment Bank from time to time in consideration of the Services herein. Such fees, expenses, charges and Losses shall be paid by the Client to the Custodian and / or AmInvestment Bank in Malaysian Ringgit; any fees, charges and Losses incurred in a foreign currency shall be converted into Malaysian Ringgit (at the prevailing exchange rate as determined by Custodian or AmInvestment as the case may be at the point of conversion) and be payable by the Client. The Client agrees that the Custodian and AmInvestment Bank may debit its account (if applicable), or set-off against sale proceeds (or proceeds resulting from corporate actions executed, as the case may be) in the future, or the Client undertakes to pay by way of cheque, banker's draft, cashier's order or money order made payable to AmSec Nominees(Tempatan) Sdn Bhd or AmSec Nominees (Asing) Sdn Bhd or AmInvestment Bank, as the case may be, in respect of: (i) any fees, charges, expenses and Losses so imposed and / or incurred by the Custodian and AmInvestment Bank at any time or incurred which remain unpaid; and (ii) interest on all outstanding sums owing at a rate to be determined by the Custodian or AmInvestment Bank; and (iii) all relevant taxes for the use of the Services herein.

- 13.1 Such fees, expenses, and charges shall include (but are not limited to) account maintenance fees, bank charges (foreign and local), corporate action processing fees, transaction costs brokerage fees (foreign & local), clearing fees, stamp duty, trading levy, prevailing goods and services tax, transfer fees, penalties, fines, interests, losses, damages, indemnities, and any other fees chargeable by the relevant stock exchange, clearing house and/or any other relevant authority incurred on pursuant to and in relation to the provision of Services of the Securities held by the Client through the Securities Accounts.
- 13.2 For the avoidance of doubt, unless otherwise agreed, all transactions and monetary obligations referable to the Services and Securities Accounts shall be settled in Malaysian Ringgit. Correspondingly, any and all accruals to the Services and Securities Accounts if received in a foreign currency shall be converted into Malaysian Ringgit at the prevailing exchange rate as determined by the Custodian and / or AmInvestment as the case may be, at the point of conversion. The Client will bear any loss, damages, or costs that result from any currency conversion effected as aforesaid.
- 13.3 Without prejudice to the above, the Custodian fees of RM25.00 for every quarter of the year shall only be charged with effect from three months from the date of crediting the Securities.
- 13.4 The Client further agrees that the Custodian and AmInvestment Bank shall have the right to withhold from releasing to the Client or any party any sales and/or corporate action proceeds and/or execute any corporate action on behalf of the Client and/or release to the Client or any party any report or document until all outstanding fees (together with interest, if any) and out-of-pocket expenses have been paid in full. The Client further agrees that the Custodian and / or AmInvestment Bank shall have the right to sell sufficient Securities held in the Securities Accounts for settlement of all outstanding monies owing by the Client to the Custodian and AmInvestment Bank, without having to give prior notice to the Client.

- 13.5 A certificate as to the nature and amount of fees, costs, expenses payable and/or reimbursable by the Client issued by the Custodian or AmInvestment Bank as the case may be, shall be the conclusive evidence against the Client save for manifest errors.

14. RECORDS

The Custodian and AmInvestment Bank shall provide the Client with written statements in respect of the Securities held by the Custodian. The reports shall be furnished on a monthly basis or at such intervals as agreed between the Custodian and the Client from time to time.

The Client shall examine each statement sent by the Custodian and AmInvestment Bank and notify the Custodian and AmInvestment Bank in writing of any discrepancy between Instructions given by the Client and the position shown on the statement and of any other errors known to the Client within fourteen (14) days from the date such statement is deemed received pursuant to the provisions of Clause 18.6 below.

15. INFORMATION

The Custodian and AmInvestment Bank will treat information related to the Client as confidential but, unless prohibited by law, the Client authorises the transfer or disclosure of any information relating to the Client, the Securities Accounts and/or the Securities to and between AmInvestment Bank Group, AmFraser and its related companies and agents of the Custodian and AmInvestment Bank and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of services to the Client (including for data processing, statistical and risk analysis purposes), and further acknowledges that any such entity within AmInvestment Bank Group, agent or third party may transfer or disclose any such information as required by any law, court, regulator or legal process or to any credit bureau of which AmInvestment Bank Group or AmFraser is a member or a subscriber or any other members or subscriber and /or officer of such credit bureau.

The Client acknowledges that the consent aforementioned is also pursuant to section 99 of the Banking and Financial Institutions Act 1989.

16. TERMINATION / VARIATION

- 16.1 Termination by Notice : Any party may terminate this Agreement in whole or as between itself and the other parties hereto by giving not less than 20 days' prior written notice to such other parties.

16.1.1 Immediate termination / variation :The Custodian or AmInvestment Bank may give notice of immediate termination at any time if the Client has contravened any of the provisions of this Agreement.

16.1.2 The Custodian of AmInvestment Bank reserves the discretion to terminate this Agreement at anytime and/or to vary/amend the terms herein from time to time.

- 16.2 Effect on Termination: Upon the Termination of this Agreement, the Custodian and AmInvestment Bank, as the case may be, shall deliver the remaining Securities as instructed by the Client. If by the termination date the Client has not given instructions to deliver any Securities, the Custodian will continue to safekeep such Securities at the expense of the Client and until the Client provides instructions to effect delivery of such. However, the Custodian and AmInvestment Bank will provide no other services as regard to any such Securities except to collect and hold any cash distributions. Notwithstanding termination of this Agreement or any Instruction, the Custodian and AmInvestment Bank may retain sufficient Securities to close out or complete any transaction that the Custodian and AmInvestment Bank will be required to settle on the Client's behalf. Any costs and expenses incurred thereby shall be borne by the Client.

17. GOVERNING LAW AND JURISDICTION

- 17.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Client submits to the exclusive jurisdiction of the Malaysian Courts.

17.2 Sovereign Immunity: The Client irrevocably waives, with respect to itself and its revenues and assets, all immunity on the grounds of sovereignty or similar grounds in respect of its obligations under this Agreement.

18. MISCELLANEOUS

18.1 Entire Agreement and Amendments: This Agreement consists exclusively of this document. Except as specified in this Agreement, this Agreement may only be modified with the consent in writing by the Client and the Custodian and / or AmInvestment Bank as the case may be.

18.2 Severability: If any provision of this Agreement is or becomes illegal, invalid or unenforceable under any applicable law, the remaining provisions shall remain in full force and effect (as shall that provision under any other law).

18.3 Waiver of Rights: No failure or delay of the Custodian and AmInvestment Bank in exercising any right or remedy under this Agreement shall constitute a waiver of that right. Any waiver of any right will be limited to the specific instance. The exclusion or omission of any provision or term from this Agreement shall not be deemed to be a waiver of any right or remedy the Custodian and AmInvestment Bank may have under applicable law.

18.4 Execution of Documents: The Client agrees to execute such documents and provide materials and information as may be requested by the Custodian and AmInvestment Bank from time to time.

18.5 Assignment: No party may assign or transfer any of its rights or obligations under this Agreement without the other's prior written consent,; provided that the Custodian and AmInvestment Bank may make such assignment or transfer to a related corporation (as defined under the Malaysian Companies Act, 1965).

18.6 Notices: Subject as otherwise provided herein, any notices, statement or communication given pursuant to this Agreement shall be given on a Business Day. Any notices, statement or communication from one party to another shall be addressed to the last known address provided in writing by the recipient party. Any such notice, statement of communication provided:

- (i) by hand delivery, will be taken to have been received upon receipt thereof;
- (ii) by post by the Custodian or AmInvestment Bank shall be deemed served two (2) Business Day after posting and in the case of notices or communication by the Client will be taken to have been received upon actual receipt thereof by the Custodian and / or AmInvestment Bank; and
- (iii) by facsimile communication, will be taken to have been received when transmission has been completed and the sender has received a confirmation notice issued by the sender's fax machine that the fax has been sent in full. For the avoidance of doubt, any facsimile received after 3.00 pm shall be deemed to have been received the following Business Day.

18.7 Service and Legal Process: The Client agrees that service of any documents, court processes, notices under legal proceedings by the Custodian or AmInvestment Bank shall be deemed served five (5) Business Days after service by registered posting to the last known address provided in writing by the recipient party.

19. NON-EXCLUSIVITY

19.1 The Custodian and AmInvestment Bank may act any other capacity whatsoever for any other person, company or body of persons on such terms as they shall deem fit without the need for the consent of the Client and the Custodian and / or AmInvestment Bank shall not be deemed to be affected by any notice of or to be under any duty to disclose to the Client any act or thing which may come to their knowledge of the Custodian, the Custodian's nominees, agents, subsidiaries or associate and/or any person appointed by it to be the attorney in the course of carrying out the Services in any other manner whatsoever.

- 19.2 The Custodian and AmInvestment Bank or any of its subsidiary or associate shall be absolutely entitled to enter into any financial, banking, commercial, advisory or other transactions or dealings with any company or body any of whose shares, stocks or bonds shall for the time being form a part of the Securities and the Custodian, AmInvestment Bank or the subsidiary or associate of the Custodian concerned shall be under no obligation whatsoever to disclose such transactions to the Client and/or account for any profits or benefits made in connection or as a result of such transaction or dealings.

20. ANTI-MONEY LAUNDERING AND ANTI TERRORISM FINANCING ACT 2001

The Client further acknowledges that the Custodian and / or AmInvestment Bank agreed to make available the Services in full reliance on the representations and warranties by the Client in the following terms;

- 20.1 unless and until the Client notifies to the contrary in writing :-
- 20.1.1 the Client is the principal and beneficial owner in relation to the Securities ;
- 20.1.2 no person other than the Client has or will have any interest in the Securities; and
- 20.1.3 all monies which will be paid to the Custodian and / or AmInvestment Bank shall come from a lawful source of activity and not unlawful activities, as defined in the Anti Money Laundering and Anti Terrorism Financing Act 2001 ("AMLA").
- 20.2 on notification that the Client is an intermediary for other persons :-
- 20.2.1 the Custodian and / or AmInvestment Bank may require, and the Client agrees and undertakes to provide, verification of the identity of the beneficiary and such other information as the Custodian and / Aminvestment Bank may require, including but not limited to certified true copies of any authorisation to act or documents that may be required for the purposes of verifying the information provided by the Client, which copies may thereafter be retained by the Custodian and /or AmInvestment Bank;
- 20.2.2 the Client further declares and certifies that the necessary "know-your-client" checks have been conducted including but not limited to the identity, existence, address and nature of the business of the beneficiary, it being confirmed by the Client that the monies, funds or collateral are from a lawful source of activity and not unlawful activity as defined under AMLA; and
- 20.2.3 it is further hereby clearly agreed and understood that the provision of details of the Client's beneficiary shall not make the beneficiary a client of the Custodian or AmInvestment Bank and both of them shall be entitled to hold the Client as the principal debtor.
- 20.3 in addition the Client hereby agree and undertake irrevocably and unconditionally that: -
- 20.3.1 it shall disclose and furnish to the Custodian and / or AmInvestment Bank any information required or deemed necessary and to the satisfaction of the Custodian and / or AmInvestment Bank in a timely manner within the period specified by the the Custodian and / or AmInvestment Bank whether or not for purposes of complying with laws, rules, regulations, directives and guidelines of Bank Negara Malaysia and or given, made or established by the the Custodian and / or AmInvestment Bank;
- 20.3.2 pending receipt of information by the Custodian and / or AmInvestment Bank from the Client and until received and verified thereof to the satisfaction of the Custodian and / or AmInvestment Bank to their satisfaction and or the relevant authorities, each of them shall neither be obliged to proceed with any transactions nor accept any monies or funds ("Assets"). In relation to Assets already in the possession of the Custodian and /or AmInvestment Bank, the Custodian and / or AmInvestment Bank shall be entitled (and authorised) to retain the Assets for the time being; any Assets requested to be returned to the Client shall be returned to it after the Custodian and / or AmInvestment Bank receives satisfactory clearance from the relevant authorities;
- 20.3.3 the Client will not use the monies for money laundering or violate any laws relating to money laundering as defined under AMLA; and

20.3.4 in no event shall the Custodian and / or AmInvestment Bank or companies within the AmBank Group of Companies be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of any of the Custodian and /or AmInvestment Bank exercise of its duties under the laws for the time being in force, in particular but not limited to its statutory duties under AMLA.

21. UNCLAIMED MONEYS ACT

Any unclaimed moneys deposited or paid to the Custodian and /or AmInvestment Bank credited to an account that has not been operated in whatever manner by the Client for a period of not less than seven years and / or credit to a trade account which has remained dormant for a period of not less than two years as defined and prescribed by the Unclaimed Moneys Act 1965 ("Act"), shall be dealt with by the Custodian and / or AmInvestment Bank as the case may be in accordance with the provisions of the Act , and thereupon all liabilities and /or obligations with respect to such moneys shall cease.

The Client hereby agrees to the terms herein and submits below the information for the attention of the Custodian and AmInvestment Bank:-

*** for Client which is a corporation**

Name of Company:

.....

Correspondence Address:

.....

.....

.....

.....

Company no:

.....

Date of Incorporation:

.....

Contact no:

.....

Authorised Persons

.....

Name(s)

.....

Signature(s)

IMPORTANT

Please attach certified copies of the Certificate of Incorporation, Certificate of Change in Name (if applicable) and Certificate of Board Resolution, authorising this Option 2 arrangement and providing the name(s) of the personnel authorised and specimen signatures to execute all documents and to operate this account pursuant to Option 2.

*** for Client who is an individual**

Name:

.....

Correspondence Address:

.....

.....

.....

NRIC/Passport no.:

.....

Contact no.:

.....

IMPORTANT

Please attach photocopy of your IC (front and back) or Passport.

Please tick whichever is applicable:

Malaysian citizen or Malaysian incorporated company

Non-Malaysian citizen or non-Malaysian incorporated company

Yours faithfully,

.....
Signature of Applicant / Authorised Signatory (ies)
(Corporate Applicant: Please affix company
common seal or rubber stamp)

Date:

Name:

NRIC/Passport/Company no.:

(Please retain a copy of this form for your own records)

Internal Order Control No:	
----------------------------	--

SELL ORDER

AMINVESTMENT BANK BERHAD

Date :

TO : CREDIT CONTROL, OPERATIONS
8th Floor , Bangunan AmBank Group
55, Jalan Raja Chulan
50200, Kuala Lumpur
Malaysia.

Attn : Mdm Irene Ng / Puan Norhayati Mohd Sharif
Tel No: +603 2036 2633 ext: 6276 / 6156 / 2274
Fax No: +603 2031 0693

From : Entitled Shareholder : _____

NRIC / Passport No : _____

Correspondence Address : _____

Tel. Contact No : _____

Dear Sir,

I confirm below the availability of my entitled **GuocoLeisure Limited** ("GuocoLeisure ") shares and hereby place my order with you to sell the said securities as follows:-

GuocoLeisure Shares				
Entitled Quantity of Shares	Quantity Sold	Balance Quantity Available	Sell Order	
			Quantity	Limit Order Price / Prevailing Market Price

* The above order is valid from _____ until _____

Signature of Entitled Shareholder: _____

For Office Use Only
 (To be completed by Credit Control, Operations)

Balance quantity of shares available and signature verified by: _____

*** Unless specified, order is good and valid for one day only. Placement of Order received by AmInvestment Bank on a day other than a Business Day or after 3pm on a Business Day shall be processed on the next Business Day.**

FOR OPTION 3 ONLY

CASH ARRANGEMENT AUTHORISATION FORM

FOR ENTITLED SHAREHOLDERS HOLDING NOT MORE THAN 10,000 CGB SHARES AS AT THE ENTITLEMENT DATE

All defined terms in this authorisation form to be completed by the accepting Entitled Shareholders who elect to participate in the Cash Arrangement ("**Cash Arrangement Authorisation Form**") shall have the same meaning as that in the Election Form issued by Camerlin Group Berhad ("**Election Form**"), unless otherwise defined.

- To: (i) Camerlin Group Berhad
 (ii) Hong Leong Share Registration Services Sdn Bhd
 (iii) AmSec Nominees (Tempatan) Sdn Bhd
 (iv) AmSec Nominees (Asing) Sdn Bhd
 (v) AmInvestment Bank Berhad
 (vi) AmFraser Securities Pte. Ltd.

CAPITAL DISTRIBUTION OF 300,806,272 ORDINARY SHARES OF UNITED STATES DOLLAR ("USD") 0.20 EACH IN GUOCOLEISURE LIMITED ("GUOCOLEISURE") (FORMERLY KNOWN AS BIL INTERNATIONAL LIMITED) ("GUOCOLEISURE SHARE(S)") TO THE SHAREHOLDERS OF CAMERLIN GROUP BERHAD ("CGB" OR THE "COMPANY"), ON THE BASIS OF 0.65 GUOCOLEISURE SHARE FOR EVERY ONE (1) ORDINARY SHARE OF RM1.00 EACH ("CGB SHARE(S)") HELD IN CGB ("ENTITLED SHAREHOLDER") AS AT 5.00 P.M. ON 20 MAY 2008 ("ENTITLEMENT DATE") ("CAPITAL DISTRIBUTION")

I/We declare that I/we do not hold more than 10,000 CGB Shares as at the Entitlement Date.

*NAME OF DEPOSITOR (SHAREHOLDER) : _____

*CDS ACCOUNT NUMBER : - -

*NRIC NO. (NEW) : - -

*NRIC NO. (OLD) :

*PASSPORT NO./COMPANY REGISTRATION NO. :

*NATIONALITY/COUNTRY OF INCORPORATION :

CORRESPONDENCE ADDRESS : _____

NUMBER OF CGB SHARES HELD AS AT THE ENTITLEMENT DATE :

NUMBER OF GUOCOLEISURE SHARES ENTITLED UNDER THE CAPITAL DISTRIBUTION :

TELEPHONE NO.
 HOME : _____
 OFFICE : _____
 MOBILE : _____

(* All particulars given above must be as per information in the records of Bursa Malaysia Depository Sdn Bhd)

CASH ARRANGEMENT AUTHORISATION FORM

I/We confirm that I/we wish to participate in the Cash Arrangement as set out in the enclosed Election Form.

I/We wish to dispose of my/our entitled GuocoLeisure Shares distributed under the Capital Distribution for cash under the terms and conditions of the Cash Arrangement. As such, I/we agree to have all my/our entitled GuocoLeisure Shares credited into a designated DA Sub-Account maintained by AmSec Nominees (T) or AmSec Nominees (A) (as the case may be) (collectively "AmSec Nominees"), maintained with AmFraser Securities Pte. Ltd. ("AmFraser") and confirm that I/we have irrevocably authorised CGB and AmSec Nominees to credit the aforesaid GuocoLeisure Shares into the said DA Sub-Account. I/We hereby irrevocably appoint AmSec Nominees as the designated custodian, AmInvestment Bank and AmFraser as the designated brokers respectively and CGB as the Instructing Client on my/our behalf. I/We hereby irrevocably authorise AmSec Nominees and AmInvestment Bank to dispose of the aforesaid GuocoLeisure Shares in the manner set out in the Terms and Conditions of the Cash Arrangement.

I/We fully acknowledge and agree that my/our participation in the Cash Arrangement and authorisation herein are subject to the Terms and Conditions of the Cash Arrangement including the rights of the parties to deal with the aforesaid GuocoLeisure Shares and/or any sale proceeds arising therefrom in the manner as prescribed therein and in this Cash Arrangement Authorisation Form.

I/We confirm that I/we have complied with the procedures for the Capital Distribution and completed the relevant forms and documents for the purpose of participating in the Cash Arrangement and that all such particulars and information given are true and correct.

If I/we do not comply with the procedures or complete or deliver the relevant forms and documents in accordance with the instructions and procedures as required or if any of the particulars or information given by me/us is not true or is inaccurate, I/we agree that CGB, AmSec Nominees, AmInvestment Bank and AmFraser may deem that I/we have not opted to participate in the Cash Arrangement and may disregard and not carry out any of my/our authorisation and instruction given therein. In such case, I/we agree that I/we shall be deemed to have not specified an option in my/our Election Form and the Board of Directors of CGB ("CGB Board") may, at its absolute discretion, treat as invalid and therefore reject my/our Election Form and subsequently to classify me/us as a Non-Contactable shareholder.

In respect of any number of the aforesaid GuocoLeisure Shares which cannot be sold for whatsoever reasons, I/we hereby authorise CGB, AmSec Nominees and AmInvestment Bank to deal with my/our Entitled Prorated GuocoLeisure Shares as follows:

PLEASE SELECT ONLY ONE (1) ALTERNATIVE. PLEASE INDICATE YOUR SELECTION WITH A TICK (✓) IN ONLY ONE (1) BOX.

Alternative 1*

To be credited into my/our Direct CDP Account or DA Sub-Account (where applicable) with the following CDP account number and name :-

CDP Account Number : - -

CDP Account Name : _____

NRIC No. / Passport No. / _____

Company Registration No. / Permanent Resident No :

Nationality / Place of incorporation : _____

Alternative 2*

To be delivered to me/us in the form of physical share certificate

* I/We hereby authorise you to deduct any applicable fee (i.e. transfer fee or registration fee) chargeable to me from the net sale proceeds of my/our GuocoLeisure Shares which have been sold under the Cash Arrangement. In the event that such net sale proceeds are less than the said applicable fee, I/we hereby agree that I/we will pay the balance of the applicable fee to the Share Registrars upon receipt of notification from the Share Registrars of my/our Entitled Prorated GuocoLeisure Shares and such payment must be received by the Share Registrars within 2 weeks from the said notification date.

I/We agree to make the appropriate payment in Ringgit Malaysia by way of a cheque drawn on and made payable at any bank in Malaysia, and further agree that, in the event such payment is not received by the Share Registrars within the 2-week period as stated above, I/we acknowledge that my/our Entitled Prorated GuocoLeisure Shares will be forfeited and CGB shall be entitled to deal with the said Entitled Prorated GuocoLeisure Shares in such manner which CGB may, at its absolute discretion deem fit for its sole benefit. CGB, AmSec Nominees, AmInvestment Bank, AmFraser or the Share Registrars shall have no responsibility for any loss, liability, damages, cost and expenses (including consequential losses or damages) which I/we may sustain, incur or suffer as a result of or arising from me/us selecting this alternative.

CASH ARRANGEMENT AUTHORISATION FORM

I/We hereby declare that I/we have exercised all reasonable care in completing this Cash Arrangement Authorisation Form and all information provided herein are true and correct in all respects.

In opting for the Cash Arrangement, I/we acknowledge and declare that CGB, AmSec Nominees, AmInvestment Bank, AmFraser or the Share Registrars and their respective affiliates hold no responsibility whatsoever in my/our decision to opt for the Cash Arrangement and will not be liable for any and/or all losses or damages (including consequential losses or damages) whatsoever and howsoever arising which I/we may sustain, incur or suffer from the disposal of my/our GuocoLeisure Shares including but not limited to any market changes in the share price and any exchange loss or the crediting or delivery of my/our Entitled Prorated GuocoLeisure Shares or for any delay or failure in effecting any of the aforesaid.

I/We agree that CGB, AmSec Nominees, AmInvestment Bank, AmFraser or the Share Registrars and their respective affiliates shall be exempted from any and/or all losses or damages, claims or causes of action and shall be fully indemnified, whereby we shall hold CGB, AmSec Nominees, AmInvestment Bank, AmFraser or the Share Registrars and their respective affiliates harmless from and/or against all actions, liabilities, claims, demands, losses, damages, costs and expenses (including legal fees) of whatever nature which CGB, AmSec Nominees, AmInvestment Bank, AmFraser or the Share Registrars and their respective affiliates may at any time and from time to time sustain, incur or suffer in connection with the Cash Arrangement.

I/We further authorise that the Net Sale Proceeds (after conversion to Ringgit Malaysia) be paid to the Share Registrars, who will in turn pay to me/us such proceeds in proportion to my GuocoLeisure Shares (rounded down to the nearest sen) by way of cheque after deducting all costs/charges incurred in connection with such disposal. The cheque shall be despatched to me/us by ordinary post at my/our own risk to my/our address as shown in the ROD.

I/We acknowledge and agree that in the event the amount of Net Sale Proceeds arising from such disposal shall upon apportionment result in me/us receiving less than RM5.00, such net sale proceeds shall belong to CGB and shall be paid to CGB for its absolute benefit and that CGB shall be entitled to retain, or deal with any net sale proceeds from any Fraction Shares as the CGB Board may deem fit, in the best interest of CGB and that I/we shall have no claims whatsoever against CGB, AmSec Nominees, AmInvestment Bank, AmFraser or the Share Registrars in respect of the sale or proceeds thereof.

I/We hereby agree to abide by Bank Negara Malaysia's Foreign Exchange Administration Rules and Overseas Investment and any amendments to the said rules from time to time.

I/We hereby acknowledge and agree that :-

- (1) In relation to corporate entitlements of GuocoLeisure which involves a distribution of additional GuocoLeisure Shares which will be credited into the CDP account ("Additional GuocoLeisure Shares"), whereby :-
 - (a) the crediting of such Additional GuocoLeisure Shares are within the abovementioned 4-weeks period, such Additional GuocoLeisure Shares will be aggregated and pooled together and be disposed of, on behalf of the Option 3 Entitled Shareholders in accordance with the Terms and Conditions of the Cash Arrangement and the terms and conditions mentioned above; or
 - (b) the crediting of such Additional GuocoLeisure Shares falls beyond the abovementioned 4-weeks period, such Additional GuocoLeisure Shares will be distributed to Option 3 Entitled Shareholders based on their selected alternative under the Cash Arrangement Authorisation Form for dealings in the Entitled Prorated GuocoLeisure Shares.
- (2) In relation to corporate entitlements of GuocoLeisure which involves a distribution of cash (including dividends), such cash distributed by GuocoLeisure will be pro-rated and distributed to Option 3 Entitled Shareholders upon receipt of the same by the Share Registrar PROVIDED the entitlement date(s) for such cash distribution(s) is prior to the date the Entitled Prorated GuocoLeisure Shares (if any) are distributed to Option 3 Entitled Shareholders.
- (3) In matters relating to a take-over offer, rights issue and/or other corporate actions requiring Option 3 Entitled Shareholders' response and/or the payment of subscription monies, the Option 3 Entitled Shareholders hereby unconditionally waive its rights and entitlements to such corporate actions and shall have no further claim in respect of the aforementioned rights.

In addition, I/We (as "Entitled Shareholders") hereby agree to appoint CGB as the Instructing Client for the sole purpose of appointing AmSec Nominees and AmInvestment Bank:-

- (1) to open and maintain an Omnibus Securities Account (with cross-border custodian services) to hold the Securities on behalf of and / or at the instructions of the Entitled Shareholders;
- (2) to open and maintain limited Omnibus Trading Accounts with the foreign broker (including AmFraser Securities Pte. Ltd.) (with cross-border trading facility) for the sole purpose of disposing the Securities for and on behalf of the Entitled Shareholders;

CASH ARRANGEMENT AUTHORISATION FORM

- (3) to implement and to give such other authorizations as may be necessary to facilitate the Entitled Shareholders instructions as set out in the Cash Arrangement Authorisation Form and the Cash Arrangement Terms and Conditions and to maintain the relevant securities account pursuant to the aforesaid instructions.

The appointment of CGB as Instructing Client shall not give rise to any agency, partnership or joint-venture relationship between the Entitled Shareholders and CGB.

I/we hereby acknowledge that AmSec Nominees and AmInvestment Bank have several obligations (and not joint) and each shall exercise reasonable due care on the exercise of their respective scope of service ("Services").

- (1) AmSec Nominees, AmInvestment Bank and CGB shall have no implied duties or obligations nor shall they be construed as partners amongst them or with AmFraser.
- (2) AmSec Nominees, AmInvestment Bank and CGB are not responsible for the acts, omissions, defaults or insolvency of any third party including, but not limited to, any broker (including but not limited to AmFraser), counterparty, or issuer of Securities.
- (3) AmSec Nominees and AmInvestment Bank have accepted principal responsibility and/or liability to another broker in a foreign jurisdiction for the purposes of providing the Services herein. Accordingly, I/we are aware of the risks in dealing with the Securities and liabilities associated as necessary risk in dealing with such jurisdiction through AmSec Nominees and/or AmInvestment Bank.
- (4) The performance of AmSec Nominees and /or AmInvestment Bank's services is subjected and also governed by the terms and conditions imposed by the foreign brokers ("Foreign Broker's Terms and Conditions").
- (5) AmSec Nominees, AmInvestment Bank and CGB's performance of their respective duties or roles is subject to the relevant laws, regulations, decrees, orders and government acts, and the rules, operating procedures and practices of any relevant stock exchange, clearance system or market where or through which instructions are to be carried out and to which AmSec Nominees, AmInvestment Bank and CGB are subject and as exist in the country in which any Securities are held or trade and /or customs and internal policies of AmSec Nominees, AmInvestment Bank and/or CGB ("Applicable Laws") and / or the Foreign Broker's Terms and Conditions. AmSec Nominees / AmInvestment Bank / CGB may do or cause to be done any act or thing in compliance with its duties and obligations under the Applicable Laws and/or the Foreign Broker's Terms and Conditions or to prevent or remedy breach of the application of the abovesaid laws and terms and conditions. AmSec Nominees, AmInvestment Bank and/or CGB shall not be liable for any loss, damages, costs or expenses incurred in relation hereto.
- (6) AmSec Nominees, AmInvestment Bank and CGB will not be responsible for any failure to perform any of its obligations if such performance is prevented, hindered or delayed by a Force Majeure Event, in such case its obligations will be suspended for so long as the Force Majeure Event continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of AmSec Nominees, AmInvestment Bank and/or CGB, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.
- (7) I/we shall provide from time to time and in a timely manner, such additional information, document and proof (copies or originals) (including but not limited to information and documents in relation to any dealings in securities, and particulars sufficient to identify the person from whom , through whom or on whose behalf the Securities are dealt with and the particulars of the ultimate beneficial owners of the Securities). I/we shall further provide additional representations and warranties deemed necessary or proper to fulfill the obligations of AmSec Nominees, AmInvestment Bank and/or CGB and for the purposes of complying with any applicable law directives, order and guidelines of any relevant authorities.
- (8) AmSec Nominees, AmInvestment Bank and CGB do not warrant or guarantee the form, authenticity, value or validity of any Securities received by AmSec Nominees and / or AmInvestment Bank. AmSec Nominees, AmInvestment Bank and CGB shall not be liable for any diminution of the value of the Securities in whatsoever manner.
- (9) AmSec Nominees, AmInvestment Bank and CGB are not responsible for the form, accuracy or content of any notice, circular, report, announcement or other material provided by third party and not prepared by AmSec Nominees, AmInvestment Bank and/or CGB including the accuracy or completeness of any translation provided by AmSec Nominees, AmInvestment Bank and CGB in regard to such forwarded communication.
- (10) A certificate as to the nature and amount of fees, costs, expenses payable and/or reimbursable by me/us issued by AmSec Nominees, AmInvestment Bank or CGB as the case may be, shall be the conclusive evidence against me/us save for manifest errors.

CASH ARRANGEMENT AUTHORISATION FORM

- (11) AmSec Nominees and AmInvestment Bank will treat information related to me/us as confidential but, unless prohibited by law, I/we authorise the transfer or disclosure of any information relating to me/us, the Securities Accounts and/or the Shares to and between AmInvestment Bank Group, AmFraser and its related companies and agents of AmSec Nominees and AmInvestment Bank and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of services to CGB (including for data processing, statistical and risk analysis purposes), and further acknowledges that any such entity within AmInvestment Bank Group, agent or third party may transfer or disclose any such information as required by any law, court, regulator or legal process or to any credit bureau of which AmInvestment Bank Group or AmFraser is a member or a subscriber or any other members or subscriber and /or officer of such credit bureau.
- (12) I/we acknowledges that the consent aforementioned is also pursuant to section 99 of the Banking and Financial Institutions Act 1989.
- (13) This agreement shall be governed by and construed in accordance with the laws of Malaysia and the I/we agree to submit to the jurisdiction of the Malaysian Courts.
- (14) AmSec Nominees and AmInvestment Bank may act in any other capacity whatsoever for any other person, company or body of persons on such terms as they shall deem fit without the need for consent from me/us and AmSec Nominees and / or AmInvestment Bank shall not be deemed to be affected by any notice of or to be under any duty to disclose to me/us any act or thing which may come to their knowledge of AmSec Nominees, AmSec Nominees's nominees, agents, subsidiaries or associate and/or any person appointed by it to be the attorney in the course of carrying out the Services in any other manner whatsoever.
- (15) AmSec Nominees and AmInvestment Bank or any of its subsidiary or associate shall be absolutely entitled to enter into any financial, banking, commercial, advisory or other transactions or dealings with any company or body any of whose shares, stocks or bonds shall for the time being form a part of the Securities and AmSec Nominees, AmInvestment Bank or the subsidiary or associate of AmSec Nominees concerned shall be under no obligation whatsoever to disclose such transactions to me/us and/or account for any profits or benefits made in connection or as a result of such transaction or dealings.

I/we further acknowledge that AmSec Nominees, AmInvestment Bank and CGB agreed to make available the Services and undertake its role in full reliance on the representations and warranties by me/us in the following terms;

- (1) AmSec Nominees, AmInvestment Bank and/or CGB may require, and I/we agree and undertake to provide , verification of my/our identity and such other information as AmSec Nominees and / AmInvestment Bank may require;
- (2) I/we shall disclose and furnish to AmSec Nominees, AmInvestment Bank and/or CGB any information required or deemed necessary and to the satisfaction of AmSec Nominees, AmInvestment Bank and/or CGB in a timely manner within the period specified by AmSec Nominees, AmInvestment Bank and/or CGB for purposes of complying with laws, rules, regulations, directives and guidelines of Bank Negara Malaysia and or given, made or established by AmSec Nominees, AmInvestment Bank and/or CGB;
- (3) pending receipt of information by AmSec Nominees, AmInvestment Bank and/or CGB from me/us and until received and verified thereof to the satisfaction of AmSec Nominees, AmInvestment Bank and/or CGB to their satisfaction and or the relevant authorities, each of them shall neither be obliged to proceed with any transactions nor accept any monies or funds ("**Assets**"). In relation to Assets already in the possession of AmSec Nominees, AmInvestment Bank and/or CGB, AmSec Nominees, AmInvestment Bank and/or CGB shall be entitled (and authorised) to retain the Assets for the time being; any Assets requested to be returned to me/us shall be returned after AmSec Nominees, AmInvestment Bank and/or CGB receives satisfactory clearance from the relevant authorities;
- (4) in no event shall AmSec Nominees, AmInvestment Bank and/or CGB or companies within the AmBank Group of Companies be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of any of AmSec Nominees, AmInvestment Bank and/or CGB exercise of its duties under the laws for the time being in force, in particular but not limited to its statutory duties under the Anti Money Laundering and Anti Terrorism Financing Act 2001 ("AMLA")

CASH ARRANGEMENT AUTHORISATION FORM

Date : _____		
If Entitled Shareholder is an individual ^{Note 1}	If Entitled Shareholder is a corporation ^{Note 2} (corporate bodies must affix their common seal) @	
_____ Signature of Entitled Shareholder	_____ Director	_____ Director / Secretary

(@ The affixation of the common seal must be in accordance with the Articles of Association or other regulations.)

Note 1 Please attach photocopy of IC (front and back) or Passport
Note 2 Please attach certified copies of the Certificate of Incorporation, Certificate of Change in Name (if applicable) and Certificate of Board Resolution, authorising this Option 3 arrangement and providing the name(s) of the personnel authorised to execute all documents and to operate this account pursuant to Option 3 and the relevant specimen signatures.

THIS DOCUMENT IS DATED 13 JUNE 2008

THE CENTRAL DEPOSITORY (PTE) LIMITED

(a wholly owned subsidiary of Singapore Exchange Limited)
4 Shenton Way #02-01 SGX Centre 2 Singapore 068807
Telephone: 65357511 Fax: 65350775
http://www.cdp.com.sg



Form 1.3

APPLICATION FOR OPENING OF SECURITIES ACCOUNT (FOR INDIVIDUAL)

FOR OFFICIAL USE ONLY

Securities Account Number

_____ - _____ - _____

Particulars of Applicant

Name (as in Identity Card/Passport)

Mailing Address

Postal Code

Residential Address (if different from above)

Postal Code

Contact Tel No. : _____ (Home) _____ (Office/Mobile)

Date of Birth : _____ - _____ - _____ (dd-mm-yyyy) Sex: Male Female

Nationality (Please tick accordingly)

A. Singaporean Singapore NRIC No.: **S** _____ / _____ Singapore NRIC Type: Pink Blue

B. Malaysian Malaysia IC No. : _____

C. Others (Please specify) _____ Passport No. : _____

(To be completed by *Foreign Applicant, excluding Malaysian)

For B & C only:

Permanent Resident of Singapore Yes No UIN No. of S'pore PR : _____

Application For Direct Crediting Service

I/We request CDP to credit all monies payable to me/us to my/our Bank Account as follows:-

Tick Only One Box

- DBS Bank (Including POSBank) OCBC Bank United Overseas Bank
- HSBC Bank Standard Chartered Bank

Savings/Current Bank Account No.: _____

- (A) I confirm that I have read and understood the Declaration by Securities Account Applicant on the reverse of this form and agree that the terms and conditions therein form part of my application for the Opening of a Securities Account with CDP.
- (B) I authorise CDP to disclose all the information contained herein together with information relating to my NRIC/Passport no., amount of cash dividend or other cash distribution and the relevant securities counter to which the said dividends or other cash distribution accrues to the participating bank as above in order to effect the credit of the bank account as aforesaid.

Please sign only in the presence of CDP/Member Company/ATC Staff/CDP's Authorised Representative*

_____ Date

_____ Signature of Securities Account Applicant

TO BE COMPLETED BY CDP/MEMBER COMPANY/ATC STAFF/CDP'S AUTHORISED REPRESENTATIVE*

We confirm that we have witnessed and verified the particulars and signature of the Securities Account Applicant.

Name: _____ Authorised Signature : _____
Date : _____ Designation : _____

CDP's Authorised Representatives/
ATC/Member Company
Please affix Rubber Stamp/Seal

Note: * 'Foreign Applicant' excludes a Malaysian and a Permanent Resident who holds a blue Singapore NRIC.

* Please refer to list of CDP's Authorised Representatives on signature verification and certification of documents overleaf.

Important: Please read notes overleaf.

White and blue copy - CDP
Pink copy - Applicant

Declaration by Securities Account Applicant

1. I declare that I am not under 21 years of age or an undischarged bankrupt.
2. I hereby request you to open and maintain a Securities Account and I hereby warrant that I have full capacity and authority to make this application and the information given in this application is true and correct.
3. I have received a copy of the Terms and Conditions for operation of the Securities Account (Conditions). I agree that the Securities Account will be operated in accordance with the Conditions in force from time to time and agree to abide by the same.
4. I hereby authorise you to accept delivery of the securities that may be delivered to you from time to time for deposit into the Securities Account. I hereby represent and warrant that I have good title to such securities and that the party making such deposit is lawfully entitled and duly authorised to do so.
5. I undertake to personally submit documentary proof to you for any change of the particulars given overleaf immediately upon such change taking place. Until such proof is given to you, I authorise you to treat all said particulars as correct in all respects, and I undertake not to hold you responsible or liable for anything which you do or omit to do in reliance on such particulars.

Important Notes

1. All applications must be submitted personally by the Securities Account Applicant to CDP or Member Company and witnessed by a CDP Staff/ Member Company Staff/CDP's Authorised Representative*.
2. The originals of the following documents of the Securities Account Applicant must be produced for verification:
 - 2.1 Identity Card - For Singaporeans & Malaysians only
 - 2.2 Entry/Re-Entry Permit/
Singapore Blue Identity Card - For Permanent Residents of Singapore
 - 2.3 Passport - For Foreigners (excluding Malaysians)
3. Overseas applicants must submit the application form together with a certified true copy (by a CDP Authorised Representative) of the above documents. The signature of the applicant on the application form must be witnessed by a CDP's Authorised Representative.
4. List of **CDP's Authorised Representatives** for witnessing of the Securities Account Applicant's signature and certification of supporting documents:
 - i) Notary Public
 - ii) Advocates and Solicitors
 - iii) Singapore Embassy
 - iv) Justice of Peace
5. Notwithstanding the signature verification, CDP reserves the right to reject any application.

FOR OFFICIAL USE ONLY	
Securities Account Number	

CERTIFICATE OF RESOLUTION

We hereby certify that the following resolution(s) of the Board of Directors of _____ ("the Corporation") were passed at a duly convened meeting of the Board held on _____ at which a quorum was present and which resolution(s) have been duly recorded in the Minute Book of the Corporation.

IT WAS RESOLVED that:

1. a Securities Account for the Corporation (the "Securities Account") be opened with The Central Depository (Pte) Ltd ("CDP") and be operated in accordance with the Terms and Conditions of CDP governing Securities Account in force from time to time;
2. until written notice to the contrary is given accompanied by a certified copy of the resolution of the Board of Directors, the named persons of the Corporation are authorised in the manner indicated in the attached specimen signature form (hereinafter referred to as the "Authorised Signatories") to execute on behalf of the Corporation any deeds, documents, forms, agreements and amendments or variations thereof relating to or governing the Securities Account as CDP may require from time to time;
3. the Authorised Signatories are hereby authorised on behalf of the Corporation:
 - (a) to execute requests for transfers, deposits and withdrawals of securities in the Securities Account;
 - (b) to sign any application form, agreement or document regarding the operation of the Securities Account through electronic means such as by the use of personal identification numbers, telephone, computer terminals and any other means or services available to the Corporation and agreed to by CDP, and to execute authorisations and revocations in respect of the linkages of the Securities Account to the Corporation's trading accounts maintained with its brokers;
 - (c) to execute the application forms for opening and closing of the Securities Account with CDP;
 - (d) to notify CDP of any changes in the particulars of the Corporation and in particular, to notify CDP of any changes in the mailing or registered address of the Corporation;
 - (e) to give instructions, notices or communications to CDP in connection with the Securities Account as CDP may from time to time require.
4. CDP be instructed to act, without prejudice to the above, on any written instructions given by the Authorised Signatories for the purpose of and in connection with the Securities Account as the Authorised Signatories may direct and the Corporation agrees to hold CDP harmless against any and all claims that may arise by reason of CDP acting on such written instructions;
5. a copy of any resolution of the Board, if purporting to be certified as correct by a Director and by the Secretary, shall, as between CDP and the Corporation be conclusive evidence of the passing of the resolution so certified;
6. the authorities given to CDP herein shall remain in force and be binding on the Corporation until receipt by CDP of any notice of revocation signed by the Authorised Signatories. Any variation in the list of Authorised Signatories for the Corporation shall be deemed to be made hereunder and the Authorised Signatories shall be entitled to exercise all the powers hereunder.

Certified True Extract of Minutes

Chairman

Secretary
(Please affix Company's Stamp)

SPECIMEN SIGNATURES

Name of Corporation :			
Authorised Signatures:			
_____	_____	_____	_____
Name	NRIC/Passport No.	Designation	Signature
_____	_____	_____	_____
Name	NRIC/Passport No.	Designation	Signature
_____	_____	_____	_____
Name	NRIC/Passport No.	Designation	Signature
_____	_____	_____	_____
Name	NRIC/Passport No.	Designation	Signature

SPECIAL INSTRUCTIONS: AT LEAST 2 AUTHORISED SIGNATORIES SHALL BE REQUIRED ON ANY FORM OR DOCUMENT TO BE EXECUTED BY THE CORPORATION FOR CDP'S PURPOSES.