



BIMB HOLDINGS BERHAD
(Company No. 423858-X)
(Incorporated in Malaysia under the Companies Act, 1965)

DIVIDEND REINVESTMENT PLAN STATEMENT

(Abbreviations and definitions, unless where the context requires otherwise, shall be as set out in Section 2 of the Terms and Conditions governing this Dividend Reinvestment Plan Statement)

This Dividend Reinvestment Plan Statement ("**DRP Statement**") contains the terms and conditions ("**Terms and Conditions**") of the dividend reinvestment plan of BIMB Holdings Berhad ("**BHB**" or "**Company**") ("**DRP**") under which persons entered in the Record of Depositors of BHB as the holders of ordinary shares in BHB ("**BHB Shares**") on the books closure date may, in relation to Dividends, be given an option to reinvest the whole or part of such Dividend in new BHB Shares as the Board of Directors of BHB ("**Board**") may, at its absolute discretion, make available ("**Reinvestment Option**").

SUMMARY OF THE DRP

The DRP will provide shareholders of BHB ("**Shareholders**") with the option to reinvest their Dividends in new BHB Shares ("**New Shares**") in lieu of receiving cash.

Whenever a Dividend is declared, the Board may, at its absolute discretion, determine whether to offer the Shareholders the Reinvestment Option and where applicable, the size of the portion of such Dividends to which the Reinvestment Option applies ("**Electable Portion**"). Shareholders should note that BHB is not obliged to undertake the DRP for every Dividend to be declared.

In this respect, the Electable Portion may encompass the whole Dividend to be declared or only a portion of the Dividend. In the event the Electable Portion is not applicable for the whole Dividend to be declared, the Non-Electable Portion will be wholly satisfied in cash.

For the purpose of implementing the DRP, there are no restrictions as prescribed in the Memorandum and Articles of Association of the Company for the Shareholder to participate in the DRP.

Unless the Board has determined that the Reinvestment Option will apply to a particular Dividend declared or a part thereof, all Dividends as may be declared by BHB will be wholly satisfied in cash in the usual manner through a Dividend Payment Account.

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BHB will issue New Shares to Shareholders who exercise the Reinvestment Option under the DRP. The Issue Price will be determined by the Board on the Price Fixing Date and shall not be more than ten percent (10%) discount to the five (5) Market Day VWAP of BHB Shares immediately prior to the Price Fixing Date. The VWAP shall be ex-dividend (i.e. adjusted for Dividends before applying the aforementioned discount in fixing the Issue Price).

Approval of Bursa Securities will be sought for the listing of and quotation for the New Shares on the Main Market of Bursa Securities. An announcement of the Books Closure Date will be made, after the approval of Bursa Securities has been obtained. The Issue Price shall be announced either on the same day as or before the announcement of the Books Closure Date in relation to a Dividend to which the Reinvestment Option applies.

Subsequent to the Books Closure Date, a Notice of Election will be despatched to Shareholders. Instructions will be provided in the Notice of Election in respect of the action to be taken by the Participating Shareholders. The Notice of Election will also state, *inter-alia*, the Expiry Date.

BHB will, within eight (8) Market Days from the Expiry Date or such other date as may be prescribed by Bursa Securities, allot and issue the New Shares and despatch notices of allotment to the Participating Shareholders.

BHB will also release an announcement on the day on which the New Shares will be listed and quoted on the Main Market of Bursa Securities.

The DRP will allow Shareholders to have the following options in respect of the Reinvestment Option announced by the Board:-

- (a) to elect to participate and thereby reinvest the entire Electable Portion (or a part thereof) at the Issue Price for New Shares and to receive wholly in cash:-
 - (i) the Non-Electable Portion (if any); and
 - (ii) the Remaining Portion (if any); or
- (b) to elect not to participate in the Reinvestment Option and thereby receive the entire Dividend entitlements wholly in cash.

There are no brokerage fees and other related transaction costs payable by Shareholders on the New Shares allotted (unless otherwise provided by any statute, law or regulation).

The New Shares to be issued pursuant to the DRP will rank equally in all respects with the existing BHB Shares, save and except that the holders of New Shares shall not be entitled to any dividends, rights, allotments and/or other distributions which may be declared, made or paid to the Shareholders, the entitlement date of which is prior to the date of allotment of the New Shares to be issued pursuant to the DRP.

Notice of allotment will be despatched on the Allotment Date to the Participating Shareholders. The New Shares will be credited directly into the respective Central Depository System accounts of the Participating Shareholders.

All Shareholders are eligible to participate in the DRP subject to the restrictions described in the Terms and Conditions of the DRP.

HOW TO PARTICIPATE

Participation in the DRP is optional and not transferable. A Shareholder wishing to reinvest in New Shares in respect of any Electable Portion to which a Notice of Election received by him/it relates must complete the Notice of Election and return it to the office of the Share Registrar in accordance with the instructions as prescribed therein.

Shareholders who receive more than one (1) Notice of Election and wish to reinvest in New Shares in respect of all of his/its entitlement to the Electable Portion arising from his/its entire holding of BHB Shares must complete all Notices of Election received by him/it and return the completed Notices of Election to the Share Registrar. Shareholders should note that they are at liberty to decide which particular Notice of Election they wish to elect for the reinvestment in New Shares. Where any particular Notice of Election is not elected upon, the Dividend relating thereto will be paid in cash by the Company to the Shareholders in the usual manner through a Dividend Payment Account.

To be effective in respect of any Electable Portion to which a Notice of Election relates, such duly completed and signed Notice of Election must be received by the Share Registrar no later than the date to be specified by the Board and stated in the Notice of Election in respect of that particular Reinvestment Option.

All Shareholders are eligible to participate in the DRP, provided that:-

- (a) such Shareholders who exercise the Reinvestment Option will be entitled to a minimum of one hundred (100) New Shares, and
- (b) such participation will not result in a breach of any restrictions on their holding of BHB Shares which may be imposed by any of their contractual obligations, or by any statute, law or regulation in force in Malaysia or any other relevant jurisdiction, or by any relevant authorities as the case may be (unless the requisite approval under the relevant statute, law or regulation or from the relevant authorities are first obtained or the relevant contractual obligation is otherwise waived in accordance with the terms and conditions of the relevant contracts).

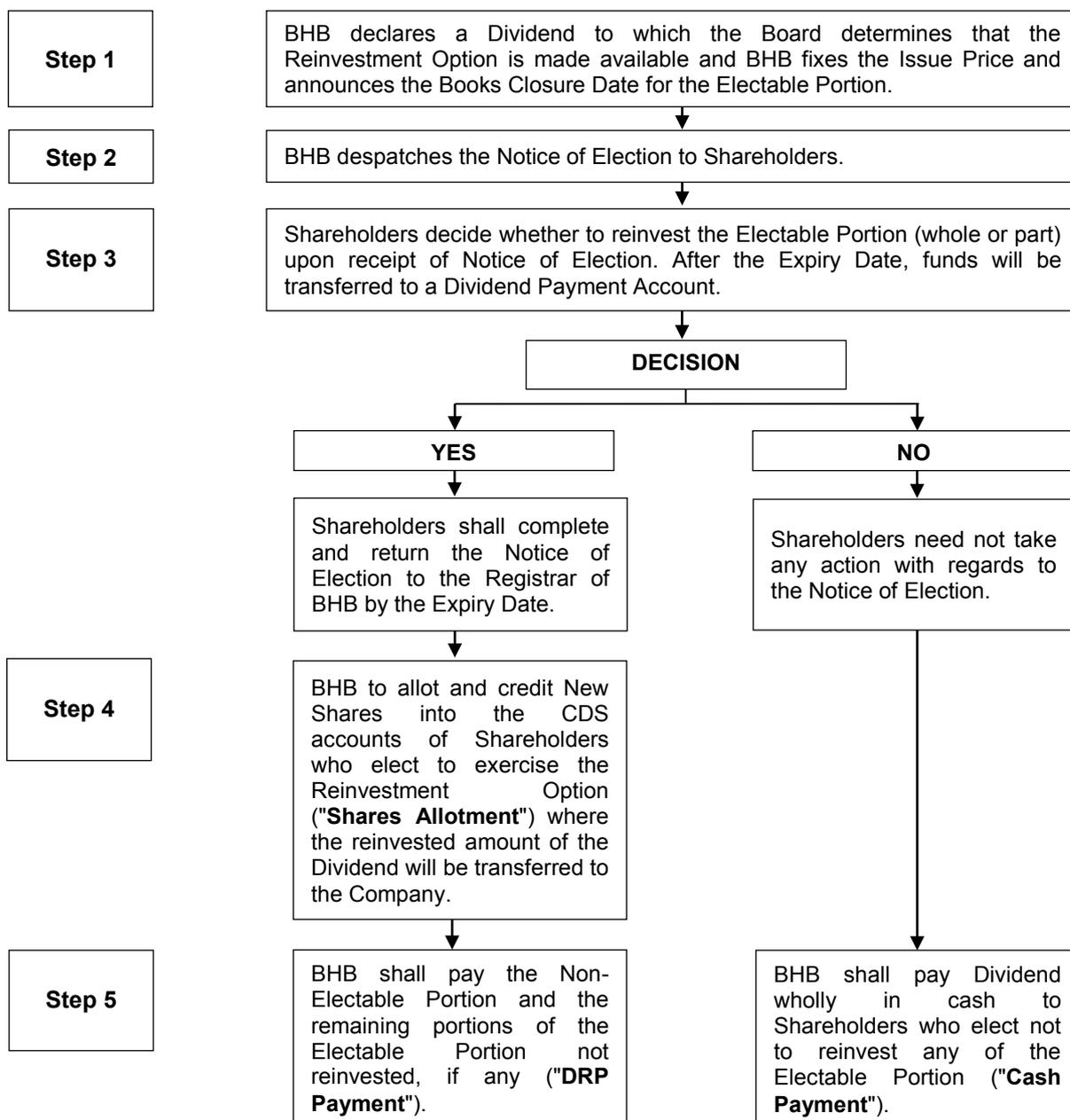
Shareholders should however note that to avoid any violation on the part of BHB of the securities laws applicable outside Malaysia, the Notice of Election will not be sent to Foreign Addressed Shareholders unless such Foreign Addressed Shareholders provide the Share Registrar with their respective address in Malaysia no later than the relevant Books Closure Date.

Shareholders should note that under the DRP:-

- (a) in exercising the Reinvestment Option, they are at their liberty to reinvest the entire Electable Portion or a part thereof to which a Notice of Election relates; and
- (b) their right to exercise the Reinvestment Option is non-transferable.

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A brief process flow chart in relation to the administration of the DRP is shown below:



Note:

(1) In respect of Step 5, Shareholders should note that the Cash Payment, the Shares Allotment and the DRP Payment will take place on the same day, which shall be within one (1) month from the Books Closure Date and in any event, within three (3) months from the date of the declaration of the Dividend or the date on which the approval is obtained in a general meeting of the Company, whichever is applicable.

TERMS AND CONDITIONS OF THE DRP

1. ESTABLISHMENT

The DRP has been established by the Board and the administration of the DRP, including the Reinvestment Option and the Electable Portion shall be determined by the Board at its absolute discretion.

2. TERMS AND CONDITIONS

In these Terms and Conditions, the following definitions shall apply:-

Allotment Date	:	Date of issuance of New Shares which falls within eight (8) Market Days from the Expiry Date or such date as may be prescribed by Bursa Securities
Books Closure Date	:	Books closure date in relation to a Dividend to which the Reinvestment Plan applies, being the date and time as determined by the Board, at which the names of the Shareholders must appear on the Record of Depositors of the Company with Bursa Depository in order to be entitled to participate in the Dividend
BHB or Company	:	BIMB Holdings Berhad
BHB Share	:	Ordinary share in BHB
Bursa Securities	:	Bursa Malaysia Securities Berhad
CMSA	:	Capital Markets and Services Act 2007, as amended from time to time
Dividend(s)	:	Cash dividend as may be declared by the Company including interim, final, special or any other cash dividend
Dividend Payment Account	:	The non-profit bearing account opened by BHB to facilitate the payment of Dividends
Electable Portion	:	The whole or a portion of a Dividend, that may be declared by BHB to which the Board, at its absolute discretion, determines that the Reinvestment Option applies
Expiry Date	:	The last day (which will be a date to be fixed and announced by the Board) by which an election made by the Shareholders in relation to the Electable Portion must be received by the Share Registrar
Foreign Addressed Shareholders	:	Shareholders whose registered addresses are outside of Malaysia

Issue Price	:	The issue price for the New Shares to be determined by the Board on the Price Fixing Date, and which shall not be more than ten percent (10%) discount to the five (5) Market Day VWAP of BHB Shares immediately prior to the Price Fixing Date. The VWAP shall be ex-dividend i.e. adjusted for Dividends before applying the aforementioned discount in fixing the Issue Price
Listing Requirements	:	The Main Market Listing Requirements of Bursa Securities including all amendments thereto and any Practice Notes issued in relation thereto
Market Day	:	Any day between Monday and Friday (both days inclusive) which is not a public holiday and on which Bursa Securities is open for trading of securities
New Share	:	New BHB Shares to be issued pursuant to the DRP
Non-Selectable Portion	:	The remaining portion of the Dividend (where the Selectable Portion is not for the entire amount of Dividend declared) which will be paid in cash
Notice of Election	:	The notice of election (<i>in such form as the Board may approve</i>) pursuant to the DRP by which Shareholders confirm their exercise of the Reinvestment Option
Participating Shareholder	:	Shareholder who elects to exercise the Reinvestment Option pursuant to the DRP to the extent of the Selectable Portion as determined by the Board at its absolute discretion in respect of its/his holding of BHB Shares as at each Books Closure Date to which each Notice of Election received by it/him relates
Price Fixing Date	:	A date to be determined by the Board on which the Issue Price will be determined
Reinvestment Option	:	The option given to the Shareholders pursuant to the DRP, to reinvest the Selectable Portion of their Dividend in New Shares as the Board may, at its absolute discretion, make available
Remaining Portion	:	The remaining portion of the Selectable Portion not reinvested, where the Participating Shareholders elect to participate only part of the Selectable Portion in New Shares
RM	:	Ringgit Malaysia being the lawful currency of Malaysia
Rules	:	Rules on Take-overs, Mergers and Compulsory Acquisitions issued by the Securities Commission Malaysia on 15 August 2016, as amended, supplemented and/or modified from time to time
Shareholders	:	Shareholders of BHB
Share Registrar	:	The share registrar of BHB, namely Symphony Share Registrars Sdn Bhd
Terms and Conditions	:	The terms and conditions of the DRP as amended, modified and supplemented from time to time
VWAP	:	Volume weighted average market price

3. ELIGIBILITY

All Shareholders are eligible to participate in the DRP provided that such participation will not result in a breach of any restrictions on their holding of BHB Shares which may be imposed by any of their contractual obligations, or by any statute, law or regulation in force in Malaysia or any other relevant jurisdiction, or by any relevant authorities as the case may be (unless the requisite approval under the relevant statute, law or regulation of the relevant authorities are first obtained or the relevant contractual obligation is otherwise waived in accordance with the terms and conditions of the relevant contracts).

4. FOREIGN ADDRESSED SHAREHOLDERS

To avoid any violation on the part of BHB of the securities laws applicable outside Malaysia, the DRP will only be offered for subscription in Malaysia, and will not be offered for subscription in any country other than Malaysia. Accordingly, all documents relating to the DRP, including the Notice of Election, will not be sent to the Foreign Addressed Shareholders. No Foreign Addressed Shareholder shall have any claim whatsoever against the Company as a result of the documents relating to the DRP not being sent to such Foreign Addressed Shareholder. Foreign Addressed Shareholders who receive or come to have in their possession a Notice of Election and/or any other documents relating to the DRP may not treat the same as being applicable to them (except where the Notice of Election and/or documents relating to the DRP have been collected from the Share Registrar in the manner specified below) and are, in any event, advised to inform themselves of, and to observe, any prohibitions and restrictions, and to comply with any applicable laws and regulations relating to the DRP as may be applicable to them.

Foreign Addressed Shareholders who wish to change their addresses for service of documents to an address in Malaysia should inform their respective stockbrokers to effect the change of address. Such notification should be done prior to the Books Closure Date.

Alternatively, such Foreign Addressed Shareholders may collect the Notice of Election and/or other documents relating to the DRP from the Share Registrar, namely Symphony Share Registrars Sdn Bhd located at Level 6, Symphony House, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor Darul Ehsan or such address as may be announced by BHB from time to time and the Share Registrar may in such event be entitled to satisfy itself as to the identity and authority of the person collecting the Notice of Election and/or other documents relating to the DRP; or alternately provide the Share Registrar with their respective address in Malaysia not later than three (3) Market Days prior to the relevant Books Closure Date in respect of which the Board has determined that the Reinvestment Option applies.

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Foreign Addressed Shareholders will be solely responsible for seeking advice as to the laws of any jurisdiction that they may be subjected to, and participation by the Foreign Addressed Shareholders in the DRP will be on the basis that they may lawfully so participate in the DRP without the Company, its Directors and its employees and its advisers and the employees of the advisers being in breach of the laws of any jurisdiction.

5. NOTICE OF ELECTION

Subsequent to the Books Closure Date, the Company will, at its discretion, send to each Shareholder one (1) or more Notice of Election in relation to each Central Depositor System account held by the Shareholder. The Notice of Election will state the instructions in relation to the action that is required to be taken by the Shareholders to exercise their respective Reinvestment Option and will also specify the Expiry Date.

To be effective in respect of any Electable Portion, a Notice of Election must be duly completed and executed by the Shareholder as to the confirmation of its/his election to reinvest the Electable Portion and must be received by the Share Registrar, no later than the Expiry Date.

Shareholders who receive more than one (1) Notice of Election and wishes to reinvest in New Shares in respect of all of its/his entitlement to the Electable Portion arising from its/his entire holding of BHB Shares must complete all Notices of Election received by it/him and return the completed Notices of Election to the Share Registrar no later than the Expiry Date specified in the Notice of Election. Shareholders who receive more than one (1) Notice of Election may elect to reinvest in New Shares in respect of its/his entitlement to which one (1) Notice of Election relates and may decline to reinvest in New Shares in respect of its/his entitlement to which another or any other Notice of Election relates. Shareholders should note that they are at liberty to decide which particular Notice of Election they wish to elect for the reinvestment in New Shares. Where any particular Notice of Election is not elected upon, the Dividend relating thereto will be paid in cash by the Company in the usual manner through a Dividend Payment Account.

Notwithstanding the date of receipt by the Share Registrar of the completed Notice of Election, in accordance with Paragraph 6.09 of the Listing Requirements, the Allotment Date of the New Shares will take place within eight (8) Market Days from the Expiry Date or such other date as may be prescribed by Bursa Securities, provided that the completed Notice of Election has been received by the Share Registrar no later than the Expiry Date. A Notice of Election to participate in the DRP in any other form will not be accepted by the Company.

A Notice of Election in respect of any Electable Portion shall not, upon its receipt by the Company or the Share Registrar, be withdrawn or cancelled.

The Company has the discretion and right to accept or reject any Notice of Election that is incomplete, contains errors or is otherwise defective. The Company is under no obligation to correct any invalid Notice of Election on behalf of any Shareholder or to provide any reason for rejecting any Notice of Election.

By electing to participate in the Reinvestment Option under the DRP, the Participating Shareholder unconditionally:-

- (a) warrants to the Company that it/he has the legal right, full power and authority to participate in the DRP and that its/his participation in the DRP will not result in a breach of any law or regulation or contractual obligation by which it/he is bound;
- (b) acknowledges that the Company may at any time determine whether the Participating Shareholder's Notice of Election is valid, even if, the Notice of Election is incomplete, contains errors or is otherwise defective;

- (c) acknowledges that the Company may accept or reject the Participating Shareholder's Notice of Election and the decision of the Company is final and conclusive and agrees that the Company need not provide any reason therefor;
- (d) acknowledges that the Company has not provided the Participating Shareholder with investment advice or any other advice;
- (e) agrees to the Terms and Conditions and agrees not to do any act or thing which would be contrary to the intention or purpose of the DRP;
- (f) submits to the jurisdiction of the Malaysian Courts, in each case, at all times until the termination of the DRP; and
- (g) agrees that notwithstanding any other provisions, the Terms and Conditions of the DRP set out herein or otherwise and irrespective of whether an election to exercise the Reinvestment Option has been made, if at any time after the Board has determined that the DRP shall apply to any Dividend and before the allotment and issuance of the New Shares in respect of the Electable Portion, the Board shall consider that by reason of any event or circumstance (whether arising before or after such determination) or by reason of any matter whatsoever it is no longer expedient or appropriate to implement the DRP in respect of the Electable Portion, the Board may, at the absolute discretion and as when they deemed fit in the interest of the Company and without assigning any reason thereof, cancel the application of the DRP in relation to the Electable Portion subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia, as the case may be. In such event, the Shareholders shall receive the Electable Portion in cash in the usual manner through a Dividend Payment Account.

Irrespective of whether an election is made by a Shareholder, a tax voucher will be despatched to all Shareholders. For income tax purposes, a Shareholder shall be treated as having received cash distribution equivalent to the amount of the Dividend declared, notwithstanding that the Shareholder may elect to exercise the Reinvestment Option. Hence, the election for the Reinvestment Option does not relieve the Shareholder of any income tax obligation (if applicable) and there is no tax advantage to be gained in exercising the Reinvestment Option or otherwise.

An announcement will also be made on the listing of and quotation for the New Shares to be issued pursuant to the DRP on the Official List of Bursa Securities.

Shareholders will receive the Electable Portion in cash if they do not expressly elect in writing to exercise the Reinvestment Option by the Expiry Date. As such, Shareholders who wish to receive their Dividends wholly in cash need not take any action with regard to the Notice of Election.

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6. EXTENT OF APPLICATION OF DRP TO EACH ELECTABLE PORTION

The Board may, at its absolute discretion, determine in respect of any Dividend, whether the DRP shall apply and if so, whether the Electable Portion is for the whole or a portion of the Dividend. If, in its absolute discretion, the Board has not determined that the DRP is to apply to a particular Dividend, such Dividend shall be paid in cash to the Shareholders in the usual manner through a Dividend Payment Account.

7. SHARE ENTITLEMENT

By electing to participate in the DRP in respect of any Notice of Election received by it/him, a Participating Shareholder elects to reinvest whole or part of the Electable Portion, to which such Notice of Election relates, in the New Shares.

In respect of any Electable Portion, the number of New Shares to be allotted and issued to the Participating Shareholder electing to reinvest the whole or, if applicable, part of the Electable Portion in New Shares in respect of a Notice of Election shall be calculated in accordance with the following formula:

$$N = \frac{S \times D}{V}$$

Where:

- N : is the number of New Shares to be allotted and issued to the Participating Shareholder in respect of such Notice of Election.
- S : is the number of BHB Shares held by the Participating Shareholder as at the Books Closure Date to which a Notice of Election relates.
- D : is the Electable Portion or part thereof (after deduction of applicable income tax) expressed in percentage (%).
- V : is the Issue Price, which, for purposes of the DRP, shall be an amount in RM as determined by the Board based on the five (5)-Market Day VWAP of BHB Shares immediately preceding the Price Fixing Date to which a discount of not more than ten percent (10%) may be applied. The VWAP shall be ex-dividend i.e. adjusted for Dividends before applying the aforementioned discount in fixing the Issue Price.

Any fractional entitlement of New Shares computed in accordance with the above formula will be paid in cash to the Participating Shareholders in the usual manner.

The shareholdings of a Shareholder in the Company will be diluted should it/he not exercise its/his Reinvestment Option. However, the extent of the dilution will depend on the number of New Shares issued by BHB pursuant to the level of exercise of the Option to Exercise by the other Shareholders as a whole.

8. BOARD LOT OF ONE HUNDRED (100) SHARES

In order to minimise the incidence of Shareholders holding odd lots of BHB Shares under the DRP, Shareholders who exercise the Reinvestment Option and receive New Shares shall be allotted such New Shares in multiples of and not less than one hundred (100) New Shares. The amount of the Dividends relating to the entitlement of New Shares of less than one hundred (100) Shares will be added to the Remaining Portion or the Non-Electable Portion (as the case may be), if any, and be paid in cash to the Shareholders in the usual manner through a Dividend Payment Account. **For the avoidance of doubt, the Shareholders will not be receiving odd lots of New Shares arising from their election to exercise the Reinvestment Option.**

9. TERMS OF ALLOTMENT

All New Shares shall upon allotment and issuance rank equally in all respects with the existing BHB Shares, save and except that the holders of New Shares shall not be entitled to any dividends, rights, allotments and/or other distributions which may be declared, made or paid to the Shareholders, the entitlement date of which is prior to the Allotment Date. It should be noted that since fractional and odd lots of New Shares will not be allotted, Participating Shareholders shall receive any amount of the Dividend payment that is insufficient for the issuance of one hundred (100) whole New Share, in cash, in the usual manner through a Dividend Payment Account.

As the New Shares to be issued pursuant to the DRP are prescribed securities, the New Shares will be credited directly into the respective Central Depository System accounts of Participating Shareholders and no physical share certificates will be issued.

10. NOTIFICATION TO PARTICIPATING SHAREHOLDERS

BHB will within eight (8) Market Days from the Expiry Date or such other date as may be prescribed by Bursa Securities, allot and issue the New Shares and despatch notices of allotment to the Participating Shareholders. Concurrently, on the Allotment Date:-

- (a) the cash portion (in the case of Participating Shareholders who elect to exercise part of their Reinvestment Option); and
- (b) the entire Dividend declared (in the case of Shareholders who do not exercise their Reinvestment Option),

will be paid in cash to the respective Shareholders in the usual manner through a Dividend Payment Account.

An announcement will be made in respect of the day on which the New Shares will be listed and quoted on the Main Market of Bursa Securities.

11. COST TO THE PARTICIPATING SHAREHOLDERS

The New Shares will be issued free of any brokerage or fees to the Participating Shareholders unless otherwise provided by any statute, law or regulation.

12. CANCELLATION OF APPLICATION OF THE DRP

Notwithstanding any other provisions, Terms and Conditions of the DRP set out herein or otherwise and irrespective of whether an election to exercise the Reinvestment Option has been made, if at any time after the Board has determined that the DRP shall apply to any Dividend and before the allotment and issuance of New Shares in respect of the Electable Portion, the Board shall consider that by reason of any event or circumstance (whether arising before or after such determination) or by reason of any matter whatsoever it is no longer expedient or appropriate to implement the DRP in respect of the Electable Portion, the Board may, at its absolute discretion and as it deems fit and in the interest of the Company and without assigning any reason thereof, cancel the application of the DRP to the Electable Portion subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia, as the case may be. In such event, the Electable Portion shall be received in cash by the Shareholders in the usual manner through a Dividend Payment Account.

13. MODIFICATION, SUSPENSION AND TERMINATION OF THE DRP

Subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia, as the case may be, the DRP and the Terms and Conditions may be modified, suspended (in whole or in part) or terminated at any time by the Board as it deems fit or expedient by giving notice in writing to all Shareholders in such manner as the Board deems fit, notwithstanding any other terms and conditions of the DRP and irrespective of whether an election to exercise the Reinvestment Option has been made by a Shareholder.

In the case of a suspension, the DRP will be suspended (in whole or in part, as the case may be) until such time as the Board may resolve to recommence or terminate the DRP. If the DRP is recommenced, Participating Shareholders' Notice of Election confirming their participation under the previously suspended DRP will be valid and have full force and effect in accordance with the Terms and Conditions and any directions, terms and conditions to Shareholders for such recommencement of the DRP which may be notified to all Shareholders.

14. GENERAL ADMINISTRATION OF THE DRP

The Board may implement the DRP in the manner as it may deem fit.

The Board has the power to:-

- (a) determine procedures, rules and regulations for administration of the DRP which are consistent with the Terms and Conditions, as may be amended or modified from time to time;
- (b) settle in such manner as it thinks fit, any difficulty, anomaly or dispute (including relating to the interpretation of any provision, regulation or procedure or as to any rights under the DRP) which may arise in connection with the DRP, whether generally or in relation to any Participating Shareholder or any BHB Share and the determination of the Board will be conclusive and binding on all Shareholders and other persons to whom the determination relates;
- (c) delegate to any one (1) or more persons, for such period and on such conditions as the Board may determine, the exercise of any of its powers or discretion under or in respect of the DRP and references to a decision, opinion or determination of the Board include a reference to the decision, opinion or determination of the person or persons to whom the Board has delegated its authority for the purposes of administering the DRP; and
- (d) waive strict compliance by the Company or any Shareholder with any of the Terms and Conditions.

15. TAKE-OVER IMPLICATIONS AND OTHER SHAREHOLDING LIMITS

(a) The Rules

The attention of all Shareholders is drawn to Paragraph 4.01 of Part B of the Rules and Section 217 of the CMSA. In particular, a Shareholder should note that it/he may be under an obligation to extend a mandatory take-over offer for the remaining BHB Shares in the Company not already owned by it/him and persons acting in concert with it/him (collectively, the "**Affected Parties**"), if:-

- (i) by participating in the DRP in relation to the reinvestment of the Electable Portion, the Affected Parties have obtained control via the acquisition or holding of, or entitlement to exercise or control the exercise of voting shares or rights of thirty-three percent (33%) or more, or such other amount as may be prescribed in the Rules, in the Company, howsoever effected; and
- (ii) the Affected Parties acquire, including by participating in the DRP in relation to any Electable Portion, more than two percent (2%) of the voting shares or voting rights of the Company in any six (6) month period, and the Affected Parties hold more than thirty-three percent (33%) but not more than fifty percent (50%) of the voting shares or voting rights of the Company during the said six (6) month period.

Therefore, in the event an obligation to undertake a mandatory take-over offer is expected to arise resulting from the exercise of the Reinvestment Option, the Affected Parties may make an application to the Securities Commission of Malaysia for a waiver from the obligation to undertake a mandatory take-over offer pursuant to the Rules prior to exercising their Reinvestment Option.

The statements herein do not purport to be a comprehensive or exhaustive description of all the relevant provisions of, or all implications that may arise under, the Rules or any other relevant legislation or regulations in force in Malaysia. Shareholders who are in doubt as to whether they would incur any obligation to make a mandatory take-over offer under the Rules as a result of any subscription of New Shares through their participation in the DRP are advised to consult their professional advisers at the earliest opportunity.

(b) Other shareholding limits

BHB is an investment holding company for financial services related companies such as Bank Islam Malaysia Berhad ("**Bank Islam**"), Syarikat Takaful Malaysia Berhad ("**Takaful Malaysia**") and BIMB Securities Sdn Bhd. Bank Islam and Takaful Malaysia are regulated under the Islamic Financial Services Act, 2013 and as such are subject to shareholding limitations as prescribed under the said act.

In the event such prescribed shareholding limits are expected to be breached by that Shareholder (whether alone or together with any party acting in concert or associate) as a result of exercise of the Reinvestment Option, the relevant parties shall make the necessary application to the relevant authority prior to exercising their Reinvestment Option.

Shareholders are reminded to ensure that their participation will not result in a breach of any restrictions on their respective holding of BHB Shares which may be imposed by any of the Shareholders' contractual obligations, or by statute, law or regulation in force in Malaysia or any other relevant jurisdiction, or by any relevant authorities, as the case may be (unless the requisite approvals under the relevant statute, law or regulation or from the relevant authorities are first obtained or the relevant contractual obligation is otherwise waived in accordance with the terms and conditions of the relevant contracts), or as prescribed in the Company's Memorandum and Articles of Association).

In view of the above, the Board shall be entitled but not obliged to (save and except where required by law) reduce or limit the number of New Shares to be issued to any Shareholder should the Board be aware or be informed of any expected breach of such shareholding limits as a result of the exercise of the Reinvestment Option by such Shareholder.

16. GOVERNING LAW

The DRP Statement and the Terms and Conditions shall be governed by, and construed in accordance with the laws of Malaysia.

17. NOTICES AND STATEMENTS

Unless otherwise provided in the Terms and Conditions, any notices, documents and statements required to be given by the Company to a Participating Shareholder shall be given in accordance with the applicable provisions of the Memorandum and Articles of Association of the Company.

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