



ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED

(Company Registration No.: 200609901H)

(Incorporated in the Republic of Singapore)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of Asia-Pacific Strategic Investments Limited (the “**Company**”) will be held at Antica 1, Level 2, Orchard Parade Hotel, 1 Tanglin Road, Singapore 247905 on Monday, 31 March 2014 at 11.00 a.m. for the purpose of considering and, if thought fit, passing with or without modifications the following resolutions:-

AS AN ORDINARY RESOLUTION – APPROVAL OF THE RIGHTS CUM WARRANTS ISSUE

(Resolution 1)

That a proposed renounceable non-underwritten rights issue (the “**Rights cum Warrants Issue**”) of up to 1,095,335,350 new ordinary shares of the Company (the “**Rights Shares**”) with up to 1,095,335,350 free detachable warrants (the “**Warrants**”) at an issue price of S\$0.02 (the “**Issue Price**”), each Warrant carrying the right to subscribe for one (1) new ordinary share in the capital of the Company (the “**Warrant Share**”) at an exercise price of \$0.02 for each Warrant Share, on the basis of five (5) Rights Shares for every one (1) existing share in the capital of the Company held as at a books closure date to be determined (the “**Books Closure Date**”), fractional entitlements to be disregarded, and one (1) Warrant for every one (1) Rights Share subscribed, be and is hereby approved and authority be and is hereby given to the Board of Directors to:-

- (a) create and issue:-
- (i) such number of Rights Shares as the Directors may determine up to 1,095,335,350 Rights Shares at an issue price of S\$0.02 per Rights Share;
 - (ii) such number of Warrants as the Directors may determine up to 1,095,335,350 Warrants in registered form, each Warrant to entitle the holder thereof to subscribe for one (1) Warrant Share at an exercise price of S\$0.02 for each Warrant Share at any time during the period commencing on the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the fifth (5th) anniversary of the date of issue of the Warrants subject to the terms and conditions of the deed poll (the “**Deed Poll**”) constituting the Warrants to be executed by the Company on such terms and conditions as the Directors may think fit; and
 - (iii) such further Warrants in registered form as may be required or permitted to be issued in accordance with the terms and conditions of the Deed Poll (any such further Warrants to rank *pari passu* with the Warrants and for all purposes to form part of the same series, save as may otherwise be provided in the terms and conditions of the Deed Poll);
- (b) allot and issue, notwithstanding that the issue thereof may take place after the next or any ensuing annual or other general meeting of the Company:-
- (i) up to 1,095,335,350 Warrant Shares on the exercise of the Warrants, credited as fully paid, subject to and otherwise in accordance with the terms and conditions of the Deed Poll, such Warrant Shares (when issued and paid) to rank *pari passu* in all respects with the then existing Shares of the Company (save as may otherwise be provided in the terms and conditions of the Deed Poll) save for any dividends, rights, allotments or other distributions the record date for which falls before the date of issue of the Warrant Shares; and
 - (ii) on the same basis as paragraph (b)(i) above, such further Warrant Shares as may be required to be allotted and issued on the exercise of any of the Warrants referred to in paragraph (a)(iii) above;
- (c) effect the Rights cum Warrants Issue on the terms and conditions set out below and/or otherwise on such terms and conditions as the Directors may think fit:-
- (i) the provisional allotments of the Rights Shares with Warrants under the Rights cum Warrants Issue shall be made on a renounceable basis to the Shareholders whose names appear in the Register of Members of the Company or the records of the Central Depository (Pte) Limited (the “**CDP**”) as at the Books Closure Date with registered addresses in Singapore or who have, at least five (5) market days prior to the Books Closure Date, provided to the CDP or the Company, as the case may be, addresses in Singapore for the service of notices and documents, on the basis of five (5) Rights Shares for every one (1) existing share in the capital of the Company and one (1) Warrant for every Rights Share subscribed, or in such other proportions as the Directors may think fit;
 - (ii) no provisional allotment of Rights Shares with Warrants shall be made in favour of Shareholders with registered addresses outside Singapore as at the Books Closure Date or who have not, at least five (5) market days prior thereto, provided to the CDP or the Company, as the case may be, addresses in Singapore for the service of notices and documents (the “**Foreign Shareholders**”);
 - (iii) the entitlements to Rights Shares with Warrants which would otherwise accrue to Foreign Shareholders shall be disposed of by the Company in such manner and on such terms and conditions as the Directors shall deem fit for the purpose of renouncing the rights entitlements relating thereto to purchasers thereof and to pool and thereafter distribute the net proceeds, if any, thereof (after deducting all expenses) proportionately amongst such Foreign Shareholders in accordance with their respective shareholdings as at the Books Closure Date provided that if the amount to be distributed to any single Foreign Shareholder is less than S\$10.00, such amount shall instead be retained or dealt with for the sole benefit of the Company;
 - (iv) the entitlements to Rights Shares with Warrants not taken up or allotted for any reason (other than allotments to Foreign Shareholders referred to above) shall be allotted in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company; and
 - (v) the Rights Shares when issued and fully paid up will rank *pari passu* in all respects with the then existing Shares save for any dividends, rights, allotments or other distributions the record date for which falls before the date of the issue of the Rights Shares;
- (d) take such steps, enter into all such transactions, arrangements and agreements and execute all such documents as may be advisable, necessary or expedient for the purposes of giving effect to the Rights cum Warrants Issue (including fixing the Books Closure Date), with full power to assent to any condition, amendment, alteration, modification or variation as may be required by the relevant authorities or as such Directors of the Company or any of them may deem fit or expedient or to give effect to this Resolution or the transactions contemplated pursuant to or in connection with the Rights cum Warrants Issue.

AS AN ORDINARY RESOLUTION – APPROVAL OF THE MANNER OF ALLOTMENT OF EXCESS RIGHTS SHARES WITH WARRANTS

(Resolution 2)

That, contingent upon the passing, and without prejudice to the generality, of Resolution 1 above, approval be and is hereby given to the Board of Directors to aggregate and allot the entitlements to the Rights Shares with Warrants not taken up or allotted for any reason or which represent fractional entitlements disregarded in accordance with the terms of the Rights cum Warrants Issue, if any, to the following persons in the order of priority as below:

- (a) first, to any Shareholders in satisfaction of their applications for excess Rights Shares with Warrants (the “**Excess Applications**”), if any, provided that where there are insufficient excess Rights Shares with Warrants to allot to each application, the Company shall allot the excess Rights Shares with Warrants to the Shareholders at the Directors' discretion, and provided that as between such Shareholders, Directors and Substantial Shareholders will rank last in priority; and
- (b) second, to any investors (not being Shareholders) who wish to invest in the Company, if any, in such manner and on such terms and conditions as the Directors may in their absolute discretion deem fit in the best interests of the Company, provided that as between such investors, investors who are Directors of the Company will rank last in priority.

Preference will be given to Shareholders for the rounding of odd lots, and that the Company will not make any allotments and issuance of any excess Rights Shares with Warrants that would result in a shareholder of controlling interest in the Company unless otherwise specifically approved by the Shareholders in general meeting.

AS AN ORDINARY RESOLUTION – USE OF PROCEEDS FROM THE RIGHTS CUM WARRANTS ISSUE

(Resolution 3)

That, contingent upon the passing, and without prejudice to the generality, of Resolution 1 above, approval be and is hereby given to the Board of Directors to

- (a) utilize the net proceeds of the allotment and issuance of the Rights Shares to defray the Company's costs and expenses arising from its proposed acquisition of Coeur Gold Armenia Ltd from GR Business Holdings Limited which was announced by the Company on 5 September 2013, 4 November 2013, 2 January 2014 and 28 February 2014, for funding growth and expansion (as and when opportunities arise) as well as for general working capital purposes; and
- (b) utilise the net proceeds from the exercise of the Warrants to expand the business of the Company and its subsidiaries, finance new business ventures through acquisitions and/or strategic investments and working capital.

AS AN ORDINARY RESOLUTION – APPROVAL OF THE ADJUSTMENT WARRANTS ISSUE

(Resolution 4)

That, contingent upon the passing, and without prejudice to the generality, of Resolution 1 above, the issue of up to

- (a) 5,466,027 free new warrants (“**2013 Adjustment Warrants**”) each carrying the right to subscribe for one (1) new ordinary share in the capital of the Company (“**2013 Adjustment Warrant Shares**”) at an exercise price of S\$0.01 for each 2013 Adjustment Warrant Share, on the basis of 3.1346 2013 Adjustment Warrants for every one (1) outstanding, unexercised 2013 Warrant as at the Books Closure Date, fractional entitlements to be disregarded (“**Adjustment 2013 Warrants Issue**”); and
- (b) 34,480,600 free new warrants (“**Introducer Adjustment Warrants**”) each carrying the right to subscribe for one (1) new ordinary share in the capital of the Company (“**Introducer Adjustment Warrant Shares**”) at an exercise price of S\$0.053 for each Introducer Adjustment Warrant Share, on the basis of 3.1346 Introducer Adjustment Warrants for every one (1) outstanding, unexercised Introducer Warrant as at the Books Closure Date, fractional entitlements to be disregarded (“**Adjustment Introducer Warrants Issue**”),

be and is hereby approved and authority be and is hereby given to the Board of Directors to:-

- (a) create and issue:-
- (i) such number of Adjustment 2013 Warrants as the Directors may determine up to 5,466,027 Adjustment 2013 Warrants in registered form, each Adjustment 2013 Warrant to entitle the holder thereof to subscribe for one (1) Adjustment 2013 Warrant Share at an exercise price of S\$0.01 for each Adjustment 2013 Warrant Share at any time during the period commencing on the date of issue of the 2013 Warrants and expiring at 5.00 p.m. on the date immediately preceding the fifth (5th) anniversary of the date of issue of the 2013 Warrants subject to the terms and conditions of the 2013 Deed Poll constituting the 2013 Warrants on such terms and conditions as the Directors may think fit; and
 - (ii) such further 2013 Warrants in registered form as may be required or permitted to be issued in accordance with the terms and conditions of the 2013 Deed Poll (any such further 2013 Warrants to rank *pari passu* with the 2013 Warrants and for all purposes to form part of the same series, save as may otherwise be provided in the terms and conditions of the 2013 Deed Poll);
 - (iii) such number of Adjustment Introducer Warrants as the Directors may determine up to 34,480,600 Adjustment Introducer Warrants in registered form, each Adjustment Introducer Warrant to entitle the holder thereof to subscribe for one (1) Adjustment Introducer Warrant Share at an exercise price of S\$0.053 for each Adjustment Introducer Warrant Share at any time during the period commencing on the date falling three (3) months from the date of issue of the Introducer Warrants and expiring at 5.00 p.m. on the date immediately preceding the first (1st) anniversary of the date of issue of the Introducer Warrants subject to the terms and conditions of the Introducer Deed Poll constituting the Introducer Warrants on such terms and conditions as the Directors may think fit; and
 - (iv) such further Introducer Warrants in registered form as may be required or permitted to be issued in accordance with the terms and conditions of the Introducer Deed Poll (any such further Introducer Warrants to rank *pari passu* with the Introducer Warrants and for all purposes to form part of the same series, save as may otherwise be provided in the terms and conditions of the Introducer Deed Poll);
- (b) allot and issue, notwithstanding that the issue thereof may take place after the next or any ensuing annual or other general meeting of the Company:-
- (i) up to 5,466,027 Adjustment 2013 Warrant Shares on the exercise of the Adjustment 2013 Warrants, credited as fully paid, subject to and otherwise in accordance with the terms and conditions of the 2013 Deed Poll, such Adjustment 2013 Warrant Shares (when issued and paid) to rank *pari passu* in all respects with the then existing Shares of the Company (save as may otherwise be provided in the terms and conditions of the 2013 Deed Poll) save for any dividends, rights, allotments or other distributions the record date for which falls before the date of issue of the Adjustment 2013 Warrant Shares; and
 - (ii) on the same basis as paragraph (b)(i) above, such further Adjustment 2013 Warrant Shares as may be required to be allotted and issued on the exercise of any of the 2013 Warrants referred to in paragraph (a)(ii) above;
 - (iii) up to 34,480,600 Adjustment Introducer Warrant Shares on the exercise of the Adjustment Introducer Warrants, credited as fully paid, subject to and otherwise in accordance with the terms and conditions of the Introducer Deed Poll, such Adjustment Introducer Warrant Shares (when issued and paid) to rank *pari passu* in all respects with the then existing Shares of the Company (save as may otherwise be provided in the terms and conditions of the Introducer Deed Poll) save for any dividends, rights, allotments or other distributions the record date for which falls before the date of issue of the Adjustment Introducer Warrant Shares;
 - (iv) on the same basis as paragraph (b)(iii) above, such further Introducer Warrant Shares as may be required to be allotted and issued on the exercise of any of the Introducer Warrants referred to in paragraph (a)(iv) above;
- on the terms and conditions set out below and/or otherwise on such terms and conditions as the Directors may think fit,
- (c) take such steps, enter into all such transactions, arrangements and agreements and execute all such documents as may be advisable, necessary or expedient for the purposes of giving effect to the Adjustment 2013 Warrants Issue and the Adjustment Introducer Warrants Issue, with full power to assent to any condition, amendment, alteration, modification or variation as may be required by the relevant authorities or as such Directors of the Company or any of them may deem fit or expedient or to give effect to this Resolution or the transactions contemplated pursuant to or in connection with the Adjustment 2013 Warrants Issue and the Adjustment Introducer Warrants Issue.

In this Resolution 4:

“**2013 Deed Poll**” means the deed poll dated 14 June 2013 entered into by the Company as amended and supplemented by the supplemental deed poll dated 10 March 2014;

“**2013 Warrant(s)**” means the warrants in registered form allotted and issued by the Company pursuant to the terms and conditions of the 2013 Warrants set out in the 2013 Deed Poll;

“**Introducer Deed Poll**” means the deed poll dated 10 December 2013 entered into by the Company as amended and supplemented by the supplemental deed poll dated 10 March 2014;

“**Introducer Warrant(s)**” means the warrants in registered form allotted and issued by the Company pursuant to the terms and conditions of the Introducer Warrants set out in the Introducer Deed Poll; and

“**Entitled Warrantholders**” means warrantholders with outstanding, unexercised 2013 Warrants and/or Introducer Warrants standing to the credit of their Securities Accounts/ in the Company's Register of Warrantholders and whose registered addresses with CDP are in Singapore as at the Closing Date.

AS AN ORDINARY RESOLUTION - APPROVAL OF NEW SHARE ISSUE MANDATE

(Resolution 5)

That pursuant to Section 161 of the Companies Act, Cap. 50, and Rule 806 of Section B of the Listing Manual (the “**Listing Manual**”) of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”), authority be and is hereby given to the Directors of the Company to allot and issue shares whether by way of rights, bonus or otherwise and make or grant offers, agreements or options (collectively, “**Instruments**”) that might or would require shares to be issued, including but not limited to the creation and issue of (as well as adjustments to) options, warrants, debentures or other Instruments convertible into shares, from time to time and upon such terms and conditions and for such purposes and to such persons as the Directors may in their absolute discretion deem fit, and (notwithstanding the authority conferred by this Resolution may have ceased to be in force) issue shares pursuant to any Instruments made or granted by the Directors of the Company while this Resolution was in force, provided that:

- (a) the aggregate number of shares to be issued pursuant to this Resolution (including shares to be issued in pursuance of Instruments made or granted pursuant to this Resolution) shall not exceed one hundred per centum (100%) of the total number of issued shares (excluding treasury shares) in the capital of the Company (as calculated in accordance with sub-paragraph (b) below), of which the aggregate number of shares to be issued other than on a pro-rata basis to the existing shareholders of the Company shall not exceed fifty per centum (50%) of the total number of issued shares (excluding treasury shares) in the capital of the Company (as calculated in accordance with sub-paragraph (b) below);
- (b) (subject to such manner of calculation as may be prescribed by the SGX-ST) for the purpose of determining the aggregate number of shares that may be issued under sub-paragraph (a) above, the percentage of issued share capital shall be based on the total number of issued shares (excluding treasury shares) in the capital of the Company at the time of passing of this Resolution, after adjusting for (i) new shares arising from the conversion or exercise of the Instruments; (ii) new shares arising from exercising share options or vesting of share awards outstanding or subsisting at the time of passing of this Resolution provided the share options or share awards (as the case may be) were granted in compliance with Part VIII of Chapter 8 of the Listing Manual; and (iii) any subsequent bonus issue, consolidation or subdivision of shares;
- (c) in exercising the authority conferred by this Resolution, the Company shall comply with the provisions of the Listing Manual for the time being in force (unless such compliance has been waived by the SGX-ST) and the Articles of Association of the Company; and
- (d) unless previously revoked or varied by the Company in general meeting, such authority shall continue in force until the conclusion of the next Annual General Meeting (“**AGM**”) of the Company or on the date by which the next AGM is required by law to be held, whichever is earlier.

By Order of the Board

Asia-Pacific Strategic Investments Limited

Yap Wai Ming

Lean Min-tze

Joint Company Secretaries

Singapore, 14 March 2014

NOTES:

1. A member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy to attend and vote on his behalf. A proxy need not be a member of the Company.
2. Where a member appoints two proxies, he shall specify the proportion of his shareholding to be represented by each proxy. If no such proportion or number is specified, the first named proxy may be treated as representing 100 per cent of the shareholding and any second named proxy as an alternate to the first named.
3. The instrument appointing a proxy must be signed by the appointor or his attorney duly authorised in writing. Where the instrument appointing a proxy is executed by a corporation, it must be either under its common seal or under the hand of any duly authorised officer or attorney duly authorised. The power of attorney or other authority, if any, under which the instrument of proxy is signed on behalf of the member or duly certified copy of that power of attorney or other authority (failing proper registration with the Company) shall be attached to the instrument of proxy.
4. The instrument appointing a proxy must be deposited at the office of the Share Registrar of the Company, B.A.C.S. Private Limited at 63 Cantonment Road, Singapore 089758 not less than 48 hours before the time of the Meeting.
5. Investors who have used their CPF account savings to buy shares in the capital of the Company and who wish to attend the Extraordinary General Meeting as observers are to register with their respective CPF agent banks.
6. Unless defined herein, capitalised terms in the Resolutions set out in this Notice of EGM shall bear the same meanings as in the Circular to Shareholders dated 14 March 2014.

*This notice has been prepared by the Company and its contents have been reviewed by the Company's sponsor, Stamford Corporate Services Pte Ltd (the “**Sponsor**”), for compliance with the relevant rules of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”). The Sponsor has not independently verified the contents of this notice.*

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

The contact person for the Sponsor is Mr. Ng Joo Khin.

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