CIRCULAR DATED 2 JUNE 2016

THIS CIRCULAR IS IMPORTANT AS IT CONTAINS THE RECOMMENDATION OF THE INDEPENDENT DIRECTORS OF PTERIS GLOBAL LIMITED AND THE ADVICE OF THE INDEPENDENT FINANCIAL ADVISER, XANDAR CAPITAL PTE LTD. THIS CIRCULAR REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.

This Circular is issued by Pteris Global Limited (the "**Company**"). If you are in any doubt in relation to this Circular or as to the action you should take, you should consult your stockbroker, bank manager, accountant, solicitor, tax adviser or other professional adviser immediately.

If you have sold or transferred all your issued and paid-up ordinary shares in the capital of the Company, you should immediately forward this Circular to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.

This Circular has been prepared by the Company and its contents have been reviewed by the Company's sponsor, Canaccord Genuity Singapore Pte. Ltd. ("**Sponsor**"), for compliance with the relevant rules of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") Listing Manual Section B: Rules of Catalist. The Sponsor has not verified the contents of this Circular including the accuracy or completeness of any of the information disclosed or the correctness of any of the statements or opinions made or reports contained in this Circular.

This Circular has not been examined or approved by the SGX-ST. The Sponsor and the SGX-ST assume no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Circular.

The contact person for the Sponsor is Ms Soo Hsin Yu, Director, Corporate Finance, Canaccord Genuity Singapore Pte. Ltd. at 77 Robinson Road #21-02 Singapore 068896, telephone (65) 6854 6160.

pteris Global
Member of the CIMC Group

PTERIS GLOBAL LIMITED

(Company Registration Number: 197900230M)
(Incorporated in the Republic of Singapore)

CIRCULAR TO SHAREHOLDERS

in relation to the

VOLUNTARY UNCONDITIONAL CASH OFFER

by

DBS BANK LTD.

(Company Registration Number: 196800306E)
(Incorporated in the Republic of Singapore)

for and on behalf of

SHARP VISION HOLDINGS LIMITED

(Company Registration Number: 1208299)
(Incorporated in Hong Kong SAR)

to acquire all the issued and paid-up ordinary shares in the capital of the Company other than those shares held, directly or indirectly, by Sharp Vision Holdings Limited and Shenzhen TGM Ltd. as at the date of the Offer

Independent Financial Adviser to the Independent Directors of the Company

XANDAR CAPITAL

XANDAR CAPITAL PTE LTD

(Company Registration Number: 200002789M)
(Incorporated in the Republic of Singapore)

AS THE OFFEROR HAS NOT STATED IN THE OFFER DOCUMENT THAT THE OFFER WILL NOT BE EXTENDED BEYOND 5.30 P.M. ON 9 JUNE 2016, PURSUANT TO RULE 22.6 OF THE CODE, THE OFFER WILL REMAIN OPEN FOR A PERIOD OF NOT LESS THAN 14 DAYS AFTER THE DATE ON WHICH THE OFFER WOULD OTHERWISE HAVE CLOSED. ACCORDINGLY, SHAREHOLDERS SHOULD NOTE THAT THE OFFER WILL REMAIN OPEN FOR AT LEAST 14 DAYS AFTER 9 JUNE 2016 AND ACCEPTANCES SHOULD THEREFORE BE RECEIVED BY 5.30 P.M. ON 23 JUNE 2016, OR SUCH LATER DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME, BY OR ON BEHALF OF THE OFFEROR.

TABLE OF CONTENTS

		Page
DEFINITIONS		2
CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS		7
SUMMARY TIMETABLE		8
LETTER TO SHAREHOLDERS FROM THE BOARD OF DIRECTORS		9
1.	INTRODUCTION	9
2.	THE OFFER	10
3.	IRREVOCABLE UNDERTAKING	12
4.	INFORMATION ON THE OFFEROR, CIMC AND SZ TGM	13
5.	RATIONALE FOR THE OFFER AND THE OFFEROR'S INTENTIONS FOR THE COMPANY	14
6.	LISTING STATUS AND COMPULSORY ACQUISITION	14
7.	ADVICE AND RECOMMENDATION IN RELATION TO THE OFFER	16
8.	ACTION TO BE TAKEN BY SHAREHOLDERS	20
9.	OVERSEAS SHAREHOLDERS	21
10.	INFORMATION PERTAINING TO CPFIS INVESTORS AND SRS INVESTORS	23
11.	DIRECTORS' RESPONSIBILITY STATEMENT	23
APPENDIX I	LETTER FROM XANDAR CAPITAL TO THE INDEPENDENT DIRECTORS	I-I
APPENDIX II	ADDITIONAL GENERAL INFORMATION	II-1
APPENDIX III	UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS OF THE GROUP FOR THE THREE MONTHS ENDED 31 MARCH 2016	III-1
APPENDIX IV	REVIEW REPORT FROM PRICEWATERHOUSECOOPERS LLP AND LETTER FROM THE IFA IN RELATION TO THE UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS OF THE GROUP FOR THE THREE MONTHS ENDED 31 MARCH 2016	IV-1
APPENDIX V	VALUATION CERTIFICATES	V-1
APPENDIX VI	RELEVANT ARTICLES IN THE CONSTITUTION OF THE COMPANY	VI-1

DEFINITIONS

In this Circular, the following definitions apply throughout except where the context otherwise requires:

GENERAL

"**1Q2016**"	:	The 3 months ended 31 March 2016
"**Board**"	:	Board of Directors of the Company
"**Books Closure Date**"	:	Shall have the meaning ascribed to it in **Section 2.1(c)** of this Circular
"**Business Day**"	:	A day other than Saturday, Sunday or a public holiday on which banks are open for business in Singapore
"**Catalist Rules**"	:	Listing Manual Section B: Rules of Catalist of the SGX-ST
"**Circular**"	:	This Circular to Shareholders in relation to the Offer setting out, *inter alia*, the recommendation of the Independent Directors and the advice of Xandar Capital to the Independent Directors in respect of the Offer
"**Closing Date**"	:	5.30 p.m. (Singapore time) on 9 June 2016 or such later date(s) as may be announced from time to time by or on behalf of the Offeror, being the last day for the lodgement of acceptances of the Offer
"**Code**"	:	The Singapore Code on Take-overs and Mergers
"**Companies Act**"	:	The Companies Act, Chapter 50 of Singapore
"**Company Securities**"	:	(i) Securities which are being offered for (i.e. the Shares), or which carry voting rights in the Company, or (ii) Convertible Securities, Warrants, Options and Derivatives in respect of (i)
"**Convertible Securities**"	:	Securities convertible or exchangeable into new Shares or existing Shares
"**Constitution**"	:	The constitution of the Company
"**CPF Agent Banks**"	:	Agent banks included under the CPFIS
"**CPFIS**"	:	Central Provident Fund Investment Scheme
"**CPFIS Investors**"	:	Investors who have purchased Shares using their CPF contributions pursuant to the CPFIS
"**Derivative**"	:	Includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security or securities

"**Directors**"	:	The directors of the Company as at the Latest Practicable Date, namely, Mr. Zheng Zuhua, Mr. Yu Yuqun, Ms. Zeng Beihua, Dr. Soon Kong Ann, and Mr. Lee Dah Khang
"**Distributions**"	:	Any dividends, rights and other distributions in respect of the Shares
"**Encumbrances**"	:	Shall have the meaning ascribed to it in **Section 2.1(c)** of this Circular
"**EUR**"	:	Euros, being the lawful currency of the European Union
"**FAA**"	:	Form of Acceptance and Authorisation for Offer Shares which forms part of the Offer Document and which is issued to Shareholders whose Shares are deposited with CDP
"**Facility**"	:	Shall have the meaning ascribed to it in **Paragraph 7 of Appendix II** to this Circular
"**FAT**"	:	Form of Acceptance and Transfer for Offer Shares which forms part of the Offer Document and which is issued to Shareholders whose Shares are not deposited with CDP
"**First Closing Date**"	:	5.30 p.m. (Singapore time) on 9 June 2016
"**FY**"	:	Financial year ended or ending on (as the case may be) 31 December of a particular year as stated
"**FY2015 Dividend**"	:	Shall have the meaning ascribed to it in **Section 2.1(c)** of this Circular
"**HK$**"	:	Hong Kong dollars, being the lawful currency of Hong Kong SAR
"**IFA Letter**"	:	The letter dated 2 June 2016 from the IFA to the Directors in respect of the Offer as set out in Appendix I to this Circular
"**Independent Directors**"	:	The directors of the Company who are considered to be independent for the purposes of the Offer
"**Last Trading Day**"	:	20 April 2016, being the last full Market Day immediately prior to the Offer Announcement Date
"**Latest Practicable Date**"	:	25 May 2016, being the latest practicable date prior to the printing of this Circular, save that where parts of the Offer Document (including the letter from DBS Bank to the Shareholders in the Offer Document) are reproduced, references to the "Latest Practicable Date" in such reproduction shall mean the Offer Document LPD

"**Market Day**"	:	A day on which the SGX-ST is open for trading of securities
"**Offer**"	:	The voluntary unconditional cash offer by DBS Bank, for and on behalf of the Offeror, to acquire all the Offer Shares on the terms and subject to the conditions set out in the Offer Document, the FAA and the FAT
"**Offer Announcement**"	:	The announcement issued by DBS Bank on the Offer Announcement Date, for and on behalf of the Offeror, in relation to the Offer
"**Offer Announcement Date**"	:	21 April 2016
"**Offer Document**"	:	The offer document dated 12 May 2016 issued by DBS Bank, for and on behalf of the Offeror, in respect of the Offer
"**Offer Document LPD**"	:	5 May 2016, stated in the Offer Document to be the latest practicable date prior to the printing of the Offer Document
"**Offer Price**"	:	Shall have the meaning ascribed to it in **Section 2.1(a)** of this Circular
"**Offer Shares**"	:	Shall have the meaning ascribed to it in **Section 2.1(b)** of this Circular
"**Offeror Securities**"	:	(a) Offeror Shares, (b) securities which carry substantially the same rights as any Offeror Shares, and (c) convertible securities, warrants, options and derivatives in respect of any Offeror Shares or such securities in (b)
"**Offeror Shares**"	:	Ordinary shares in the capital of the Offeror
"**Options**"	:	Options to subscribe for or purchase new Shares or existing Shares
"**Overseas Shareholders**"	:	Shareholders whose addresses are outside Singapore, as shown on the Register or, as the case may be, in the Depository Register
"**PRC**"	:	The People's Republic of China
"**Properties**"	:	The properties as set out in Appendix V to this Circular
"**Register**"	:	The register of members of the Company, as maintained by the Share Registrar
"**Securities Account**"	:	The securities account maintained by a Depositor with CDP but does not include a securities sub-account
"**SFA**"	:	The Securities and Futures Act, Chapter 289 of Singapore

"**Shareholders**"	:	Holders of Shares (including persons whose Shares are deposited with CDP or who have purchased Shares on the SGX-ST)
"**Shares**"	:	Issued and paid-up ordinary shares in the capital of the Company
"**SRS"**	:	Supplementary Retirement Scheme
"**SRS Agent Banks**"	:	Agent banks included under the SRS
"**SRS Investors**"	:	Investors who have purchased Shares using their SRS contributions pursuant to the SRS
"**SZ TGM Undertaking**"	:	Shall have the meaning ascribed to it in **Section 3.1** of this Circular
"**Valuation Certificates**"	:	The valuation certificates issued by the Valuer
"**Warrants**"	:	Rights to subscribe for or purchase new Shares or existing Shares
"**S$**" and **"cents**"	:	Singapore dollars and cents, respectively, being the lawful currency of Singapore
"**%**" or "**per cent.**"	:	Percentage or per centum

COMPANIES/ORGANISATIONS

"**CDP**"	:	The Central Depository (Pte) Limited
"**CIMC**"	:	China International Marine Containers (Group) Co., Ltd
"**CIMC HK**"	:	China International Marine Containers (Hong Kong) Ltd.
"**Company**" or "**PGL**"	:	Pteris Global Limited
"**CPF**"	:	Central Provident Fund
"**DBS Bank**"	:	DBS Bank Ltd.
"**Group**"	:	The Company and its subsidiaries
"**Offeror**"	:	Sharp Vision Holdings Limited
"**IFA**" or "**Xandar Capital**"	:	Xandar Capital Pte Ltd, the appointed independent financial adviser to the Independent Directors in respect of the Offer
"**Langfang CIMC**"	:	Langfang CIMC Airport Support Ltd.

"**SGX-ST**"	:	Singapore Exchange Securities Trading Limited
"**Share Registrar**"	:	KCK CorpServe Pte Ltd
"**SIC**"	:	Securities Industry Council of Singapore
"**Sponsor**"	:	Canaccord Genuity Singapore Pte. Ltd.
"**SZ TGM**"	:	Shenzhen TGM Ltd.
"**Tianda**"	:	Shenzhen CIMC-Tianda Airport Support Ltd.
"**Valuer**"	:	Colliers International (Hong Kong) Limited

Unless otherwise defined, the terms "**acting in concert**" and "**associates**" shall have the meanings ascribed to them in the Code.

The terms "**Depositor**" and "**Depository Register**" shall have the meanings ascribed to them in Section 81SF of the SFA.

The terms "**subsidiary**" and "**related corporation**" shall have the meanings ascribed to them respectively in Section 5 and Section 6 of the Companies Act.

The term "**Controlling Shareholder**" shall have the meaning ascribed to it in the Listing Manual.

References to "**you**" and "**your**" in this Circular are to the Shareholders.

The headings in this Circular are inserted for convenience only and shall be ignored in construing this Circular.

Words importing the singular shall, where applicable, include the plural and *vice versa* and words importing one gender shall include the other gender. References to persons shall, where applicable, include corporations.

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

Any reference to a time of day and date in this Circular is made by reference to Singapore time and date, unless otherwise stated.

Any discrepancies in figures included in this Circular between the amounts shown and the total thereof are due to rounding. Accordingly, figures shown as totals in this Circular may not be an arithmetic aggregation of the figures that precede them.

References in this Circular to the total number of issued Shares are based on 385,365,703 Shares as at the Latest Practicable Date.

Capitalised terms used in extracts of the Offer Document shall have the same meanings as ascribed to them in the Offer Document.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements other than statements of historical facts included in this Circular are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as "aim", "seek", "expect", "anticipate", "estimate", "believe", "intend", "project", "plan", "potential", "strategy", "forecast", "possible", "probable" and similar expressions or future or conditional verbs such as "if", "will", "would", "should", "could", "may" or "might". These statements reflect the Company's current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information as at the Latest Practicable Date. Such forward-looking statements are not guarantees of future results, performance, events or achievements and involve known and unknown risks and uncertainties. Accordingly, actual results or outcomes may differ materially from those described in such forward-looking statements. Given the risks and uncertainties involved, Shareholders and investors should not place undue reliance on such forward-looking statements, and neither the Company nor Xandar Capital assumes any obligation to update publicly or revise any forward-looking statement, subject to compliance with all applicable laws and regulations and/or rules of the SGX-ST and/or any other regulatory or supervisory body or agency.

SUMMARY TIMETABLE

Date of Despatch of Offer Document	:	12 May 2016
Date of Despatch of Circular	:	2 June 2016
Closing Date	:	5.30 p.m. (Singapore time) on 9 June 2016[(1)] or such later date(s) as may be announced from time to time, by or on behalf of the Offeror.
Settlement of consideration for valid acceptances of the Offer	:	Within 7 Business Days of the date of receipt of acceptances by the Offeror which are valid and complete in all respects and in accordance with the instructions and requirements stated in the Offer Document and the FAA and/or FAT (as the case may be).

Note:

(1) Pursuant to Rule 22.6 of the Code, as the Offeror has not stated in the Offer Document that the Offer will not be extended beyond the First Closing Date, the Offer will remain open for a period of not less than 14 days after the First Closing Date. The final closing date of the Offer will be announced by DBS Bank, for and on behalf of the Offeror, at the appropriate time in accordance with Rule 22.6 of the Code.

PTERIS GLOBAL LIMITED

(Company Registration Number: 197900230M)
(Incorporated in the Republic of Singapore)

LETTER TO SHAREHOLDERS FROM THE BOARD OF DIRECTORS

Directors:

Mr. Zheng Zuhua (Non-Executive Chairman)
Mr. Yu Yuqun (Non-Executive Director)
Ms. Zeng Beihua (Non-Executive Director)
Dr. Soon Kong Ann (Independent Director)
Mr. Lee Dah Khang (Independent Director)

Registered Office:

28 Quality Road
Singapore 618828

2 June 2016

To: The Shareholders of Pteris Global Limited

Dear Sir/Madam

VOLUNTARY UNCONDITIONAL CASH OFFER BY DBS BANK, FOR AND ON BEHALF OF THE OFFEROR, FOR ALL THE OFFER SHARES

1. INTRODUCTION

1.1 Offer Announcement

On the Offer Announcement Date, DBS Bank announced, for and on behalf of the Offeror, that the Offeror intends to make a voluntary unconditional offer for all the issued and paid-up ordinary shares in the capital of the Company, other than those Shares held, directly or indirectly, by the Offeror and SZ TGM.

A copy of the Offer Announcement is available on the website of the SGX-ST at www.sgx.com.

1.2 Offer Document

Shareholders should have by now received a copy of the Offer Document, as announced by DBS Bank, for and on behalf of the Offeror, to have been despatched on 12 May 2016, setting out, *inter alia*, the terms and conditions of the Offer. The principal terms and conditions of the Offer are set out in Section 2 of the Offer Document. **Shareholders are urged to read the terms and conditions of the Offer set out in the Offer Document carefully.**

A copy of the Offer Document is available on the website of the SGX-ST at www.sgx.com.

1.3 Independent Financial Adviser

Xandar Capital has been appointed as the independent financial adviser to the Independent Directors in respect of the Offer.

1.4 Purpose of Circular

The purpose of this Circular is to provide Shareholders with relevant information pertaining to the Offer and to set out the recommendation of the Independent Directors and the advice of the IFA to the Independent Directors in respect of the Offer.

Shareholders should read the Offer Document, this Circular and the IFA Letter set out in Appendix I to this Circular carefully and consider the recommendation of the Independent Directors and the advice of the IFA to the Independent Directors in respect of the Offer before deciding whether or not to accept the Offer.

If you are in any doubt about the Offer, you should consult your stockbroker, bank manager, accountant, solicitor, tax adviser or other professional adviser immediately.

2. THE OFFER

2.1 Offer Terms

Based on the information set out in the Offer Document, DBS Bank has, for and on behalf of the Offeror, made the Offer for all the Offer Shares, on the terms and subject to the conditions set out in the Offer Document, the FAA and the FAT, on the following basis:

(a) **Consideration**

For each Offer Share: S$0.735 in cash (the "Offer Price")

(b) **Offer Shares**

The Offer is extended, on the same terms and conditions, to all the Shares other than those Shares held, directly or indirectly, by the Offeror and SZ TGM (the "**Offer Shares**").

(c) **No Encumbrances**

The Offer Shares will be acquired (a) fully paid-up, (b) free from all liens, equities, mortgages, charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever ("**Encumbrances**"), and (c) together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date and thereafter attaching thereto (including the right to receive and retain all dividends, rights, distributions or return of capital, if any, which may be announced, declared, paid or made thereon by the Company on or after the Offer Announcement Date, other than the final one-tier tax-exempt dividend of 1.00 Singapore cent per Share in cash ("**FY2015 Dividend**") in respect of the Company's financial year ended 31 December 2015 announced by the Company on 8 April 2016).

In respect of the FY2015 Dividend, the books closure date was 3 May 2016 ("**Books Closure Date**").

For the avoidance of doubt, the Shareholders who accept the Offer will be entitled to retain the FY2015 Dividend. As announced by the Company on 10 May 2016, the FY2015 Dividend would have been paid on 11 May 2016. Accordingly, any Shareholder whose name appeared on the Register or, as the case may be, in the Depository Register as at the Books Closure Date should have received the FY2015 Dividend.

In the event any dividends, rights, distributions or return of capital other than the FY2015 Dividend is declared, made or paid on or after the Offer Announcement Date, the Offeror reserves the right to reduce the Offer Price by the amount of such dividends, rights, distributions or return of capital paid by the Company to such accepting Shareholder.

2.2 **Unconditional Offer**

The Offer is unconditional in all respects. Shareholders who accept the Offer before the close of the Offer will be paid the Offer Price in cash within 7 Business Days after the receipt by the Offeror of valid and complete acceptances to the Offer.

2.3 **Warranty**

Acceptance of the Offer will be deemed to constitute an unconditional and irrevocable warranty by the accepting Shareholder that each Offer Share tendered in acceptance of the Offer is sold by the accepting Shareholder, as or on behalf of the beneficial owner(s) thereof, (a) fully paid-up, (b) free from Encumbrances, and (c) together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date and thereafter attaching thereto (including the right to receive and retain all dividends, rights and other distributions or return of capital, if any, which may be announced, declared, paid or made thereon by the Company on or after the Offer Announcement Date, other than the FY2015 Dividend).

2.4 **Duration of the Offer**

(a) **Closing Date**

Except insofar as the Offer may be withdrawn with the consent of the SIC and every person released from any obligation incurred thereunder, the Offer will remain open for acceptances by Shareholders for a period of at least 28 days from the date of posting of the Offer Document.

Accordingly, the Offer will close at 5.30 p.m. (Singapore time) on 9 June 2016 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.

(b) **Offer to Remain Open for 14 Days thereafter**

Pursuant to Rule 22.6 of the Code, as the Offeror has not stated in the Offer Document that the Offer will not be extended beyond the first closing date, the Offer will remain open for a period of not less than 14 days after the date on which the Offer would otherwise have closed.

The final closing date of the Offer will be announced by DBS Bank, for and on behalf of the Offeror, at the appropriate time in accordance with Rule 22.6 of the Code.

(c) **Revision**

Pursuant to Rule 20.1 of the Code, the Offer, if revised, will remain open for acceptance for a period of at least 14 days from the date of despatch of the written notification of the revision to Shareholders. In any case, where the terms are revised, the benefit of the Offer (as so revised) will be made available to each of the Shareholders, including those who had previously accepted the Offer.

(d) **Subsequent Closing Date**

If there is an extension of the Offer, pursuant to Rule 22.4 of the Code, any announcement of an extension of the Offer will state the next closing date or if the Offer is unconditional as to acceptances, a statement may be made that the Offer will remain open until further notice. In the latter case, those Shareholders who have not accepted the Offer will be notified in writing at least 14 days before the Offer is closed.

2.5 **Details of the Offer**

Appendix V to the Offer Document sets out further details on (a) the settlement of the consideration for the Offer, (b) the requirements relating to the announcement of the level of acceptances of the Offer, and (c) the right of withdrawal of acceptances of the Offer.

2.6 **Procedures for Acceptance**

The procedures for acceptance of the Offer are set out in Appendix VI to the Offer Document.

3. IRREVOCABLE UNDERTAKING

3.1 **Irrevocable Undertaking from SZ TGM**

As at the Offer Document LPD, SZ TGM holds 81,910,701 Shares, representing approximately 21.26% of the total Shares. SZ TGM has executed an irrevocable undertaking (the "**SZ TGM Undertaking**") in favour of the Offeror, pursuant to which SZ TGM has undertaken and agreed, amongst other things, to not accept the Offer in respect of (a) all Shares held by it; and (b) any other Shares which it may acquire, or which may be allotted and issued to it, on or after the date of the SZ TGM Undertaking.

3.2 **Duration of the SZ TGM Undertaking**

The SZ TGM Undertaking will terminate or lapse in the event that the Offer is withdrawn or lapses for any reason other than as a result of a breach by SZ TGM of any of its obligations under the SZ TGM Undertaking.

Save for the SZ TGM Undertaking, as at the Offer Document LPD, neither the Offeror nor any person acting in concert with the Offeror has received any irrevocable undertaking from any other person to accept or reject the Offer.

3.3 **Further information on the SZ TGM Undertaking**

The further information on the SZ TGM Undertaking set out in italics below has been extracted from the clarification announcement released by DBS Bank, for and on behalf of the Offeror, on 27 May 2016. All terms and expressions used in the extract below shall have the same meanings as those defined in the Offer Document, unless otherwise stated.

*"4.1 As set out in paragraph 3.1 of the Offer Document, SZ TGM has executed the SZ TGM Undertaking in favour of the Offeror, pursuant to which SZ TGM has undertaken and agreed, among other things, to not accept the Offer in respect of (a) all Shares held by it and (b) any other Shares which it may acquire, or which may be allotted and issued to it, on or after the date of the SZ TGM Undertaking. As at the date of this Announcement, SZ TGM holds 81,910,701 Shares (the "**SZ TGM Shares**"), representing approximately 21.26% of the total Shares.*

*4.2 The SZ TGM Shares were acquired by SZ TGM as a result of the completion of the Company's acquisition of 100% equity interest in Tianda in 2014 (the "**RTO**"). SZ TGM was one of the vendors in the RTO who sold the equity interest in Tianda to the Company and is also a person acting in concert with the Offeror in relation to the Company. The other vendor in the RTO was CIMC HK, the 100% shareholder of the Offeror.*

4.3 As further disclosed in Appendix IV of the Offer Document, the Tianda Employees Trade Union holds 36.9% of the equity interest in SZ TGM. The remaining equity interest in SZ TGM is held by other employees of Tianda at the time of the RTO (including Mr Zheng Zuhua).

4.4 The Offeror had, in connection with the Offer, intended for SZ TGM to provide the SZ TGM Undertaking due to its desire for continuity of management and minimal interruption of the Group's business notwithstanding the Offer and the intention to delist the Company. As such, it had approached its concert party, SZ TGM to provide the SZ TGM Undertaking. The SZ TGM Undertaking was also sought as it would also reduce the financial outlay required from the Offeror to undertake the Offer as no payment would need to be made to its concert party, SZ TGM.

4.5 In view of its history with CIMC and the Offeror, which had started from the time of the original investment in Tianda, SZ TGM is supportive of the Offer and the intention to delist the Company. Accordingly, it had agreed to provide the SZ TGM Undertaking and to continue working with CIMC in the management of the Company going forward."

4. INFORMATION ON THE OFFEROR, CIMC AND SZ TGM

4.1 Information on the Offeror and CIMC

The information on the Offeror and CIMC set out in italics below has been extracted from Section 4 of the Offer Document. All terms and expressions used in the extract below shall have the same meanings as those defined in the Offer Document, unless otherwise stated.

"***4. INFORMATION ON THE OFFEROR AND CIMC***

4.1 The Offeror is an investment holding company incorporated under the laws of Hong Kong SAR on 30 January 2008. As at the Latest Practicable Date, the Offeror has an issued and paid-up share capital of HK$1.00, consisting of one (1) ordinary share, which is held by CIMC HK. CIMC HK is in turn a wholly-owned subsidiary of CIMC.

***Appendix I** to this Offer Document sets out certain additional information on the Offeror.*

4.2 CIMC is a multinational conglomerate listed on the Hong Kong Stock Exchange and Shenzhen Stock Exchange, with a market capitalisation of approximately RMB34.7 billion as at the Latest Practicable Date.

***Appendix II** to this Offer Document sets out certain additional information on CIMC."*

4.2 Information on SZ TGM

SZ TGM is an investment holding company incorporated in the PRC and is owned by the employees and trade union of Tianda. As at the Latest Practicable Date, SZ TGM has a registered and paid-up capital of approximately RMB9.4 million. The Tianda Employees Trade Union holds 36.9% of the equity interest in SZ TGM. Mr. Zheng Zuhua, the

Non-Executive Chairman of the Company, is the legal representative and sole director of SZ TGM. He is also a shareholder of SZ TGM, holding a 7.2% equity interest in SZ TGM. The remaining 55.9% equity interest in SZ TGM is held by other employees of Tianda who each have shareholdings not exceeding 5.0%.

5. RATIONALE FOR THE OFFER AND THE OFFEROR'S INTENTIONS FOR THE COMPANY

The full text of the rationale for the Offer and the Offeror's intentions for the Company has been extracted from Section 6 of the Offer Document and is set out in italics below. All terms and expressions used in the extract below shall have the same meanings as those defined in the Offer Document, unless otherwise stated. **Shareholders are advised to read the extract below carefully.**

"***6. RATIONALE FOR THE OFFER AND THE OFFEROR'S INTENTIONS FOR THE COMPANY***

6.1 ***Increase Shareholding***

The Offeror is making the Offer to increase its shareholding in the Company.

6.2 ***Offer Presents Shareholders with a Clean Cash Exit Opportunity***

The trading volume in the Shares has been low, with an average daily trading volume of approximately 54,718 Shares, 122,144 Shares, 77,281 Shares and 56,199 Shares during the one (1)-month period, three (3)-month period, six (6)-month period and 12-month period up to and including the Last Trading Day. Each of these represents less than 0.032% of the total number of Shares for any of the aforementioned relevant periods.

The Offer therefore presents Shareholders who find it difficult to exit the Company as a result of the low trading volume in the Shares with a clean cash exit opportunity to liquidate and realise their entire investment in the Shares at attractive premiums over the prevailing trading prices of the Shares which would otherwise not be available given the low trading liquidity, without incurring any brokerage and other trading costs.

6.3 ***Offeror's Intention for the Company***

It is currently the intention of the Offeror to ensure continuity in the operations of the Group and to steer the Group towards further growth and development. The Offeror also intends to undertake a review of the operations, management and financial position of the Company and to evaluate various options or opportunities which may present themselves which it regards to be in the interests of the Offeror and/or the Company.

Save as disclosed above, the Offeror does not currently have any intention to make major changes to (a) the business of the Company, (b) the deployment of the fixed assets of the Company, or (c) the employment of the employees of the Group."

6. LISTING STATUS AND COMPULSORY ACQUISITION

The full text of the intentions of the Offeror relating to the listing status and compulsory acquisition of the Company has been extracted from Section 9 of the Offer Document and is set out in italics below. All terms and expressions used in the extract below shall have the same meanings as those defined in the Offer Document, unless otherwise stated. **Shareholders are advised to read the extract below carefully.**

"***9. LISTING STATUS AND COMPULSORY ACQUISITION***

9.1 ***Listing Status***

*Pursuant to Rule 1104 of the Catalist Rules, upon an announcement by the Offeror that acceptances have been received pursuant to the Offer that bring the holdings owned by the Offeror and parties acting in concert with it to above 90% of the total Shares (excluding any Shares held by the Company as treasury shares), the SGX-ST may suspend the trading of the Shares in the Ready and Unit Share markets until it is satisfied that at least 10% of the total Shares (excluding any Shares held by the Company as treasury shares) are held by at least 200 Shareholders who are members of the public (the "**Free Float Requirement**"). Rule 1303(1) of the Catalist Rules provides that if the Offeror succeeds in garnering acceptances exceeding 90% of the total Shares (excluding any Shares held by the Company as treasury shares), thus causing the percentage of the total Shares (excluding any Shares held by the Company as treasury shares) held in public hands to fall below 10%, the SGX-ST will suspend trading of the Shares only at the close of the Offer.*

The Offeror does not intend to maintain the present listing status of the Company. ***In the event the Company does not meet the Free Float Requirement, the Offeror does not intend to take any actions for any trading suspension in the securities of the Company to be lifted or support any actions by the Company to maintain its listing status.*** *In addition, the Offeror also reserves the right to seek a voluntary delisting of the Company from the Catalist Board of the SGX-ST pursuant to Rules 1307 and 1308 of the Catalist Rules.*

9.2 ***No Compulsory Acquisition***

*Pursuant to Section 215(1) of the Companies Act, in the event the Offeror acquires not less than 90% of the total Shares (other than those already held by the Offeror, its related corporations or their respective nominees as at the date of the Offer and excluding any Shares held by the Company as treasury shares) (the "**Section 215(1) Threshold**"), the Offeror will be entitled to exercise the right to compulsorily acquire all the Shares of the Shareholders who have not accepted the Offer (the "**Dissenting Shareholders**") at a price equal to the Offer Price.*

*In addition, pursuant to Section 215(3) of the Companies Act, if the Offeror acquires such number of Shares which, together with the Shares held by it, its related corporations and their respective nominees comprise 90% or more of the total Shares (the "**Section 215(3) Threshold**"), Dissenting Shareholders will have a right to require the Offeror to acquire their Shares at the Offer Price.*

In view of the SZ TGM Undertaking, the Offeror does not expect to receive sufficient valid acceptances of the Offer in order to meet the Section 215(1) Threshold and/or the Section 215(3) Threshold. Accordingly, the Offeror will not be entitled to exercise any rights under Section 215(1) of the Companies Act to compulsorily acquire all the Shares of Dissenting Shareholders. Dissenting Shareholders will also not be entitled to exercise their rights under Section 215(3) of the Companies Act to require the Offeror to acquire their Shares."

7. ADVICE AND RECOMMENDATION IN RELATION TO THE OFFER

7.1 Appointment of IFA

Xandar Capital has been appointed as the independent financial adviser to advise the Independent Directors in respect of the Offer.

7.2 Independence of Directors

Dr. Soon Kong Ann and Mr. Lee Dah Khang are considered independent for the purposes of making a recommendation to Shareholders in relation to the Offer.

As stated in the Offer Document, the SIC has ruled that each of Mr. Zheng Zuhua, Mr. Yu Yuqun and Ms. Zeng Beihua is exempted from the requirement to make a recommendation to Shareholders in connection with the Offer. Each of Mr. Zheng Zuhua, Mr. Yu Yuqun and Ms. Zeng Beihua has a conflict of interests in relation to the Offer as he or she is a director, employee and/or nominee of the Offeror and/or persons acting in concert with it.

Notwithstanding such exemption, Mr. Zheng Zuhua, Mr. Yu Yuqun and Ms Zeng Beihua will still assume responsibility for the accuracy of facts stated and opinions expressed in documents, announcements and/or advertisements issued by or on behalf of the Company in connection with the Offer.

Shareholders should read and consider carefully the advice of Xandar Capital to the Independent Directors in respect of the Offer as set out in the IFA Letter and the recommendation of the Independent Directors set out in Section 7.5 below before deciding whether or not to accept the Offer.

7.3 Evaluation of the Offer by the IFA

The IFA Letter setting out the advice and recommendations of the IFA to the Independent Directors in respect of the Offer is set out in Appendix I to this Circular. The key considerations relied upon by the IFA in arriving at its advice to the Independent Directors are set out in paragraph 5 of the IFA Letter.

Shareholders should read and consider carefully the key considerations relied upon by the IFA in arriving at its advice to the Independent Directors, in conjunction with, and in the context of the full text of the IFA Letter.

7.4 Advice of the IFA to the Independent Directors on the Offer

Based on the IFA's assessment of the financial terms of the Offer, the IFA has advised the Independent Directors on the terms set out in paragraph 6 of the IFA Letter and reproduced in italics below. The advice set out below should be considered and read by Shareholders in conjunction with, and in the context of, the full text of the IFA Letter. All terms and expressions used in the extract below shall have the same meanings as those defined in the IFA Letter, unless otherwise stated.

"***6. OUR OPINION***

Having regard to our terms of reference, in arriving at our opinion, we have taken into account a range of factors which we consider to be pertinent and have a significant bearing on our assessment of the Offer. We have carefully considered as many factors

as we deem essential and balanced them before reaching our opinion. Accordingly, it is important that our IFA Letter, in particular, all the considerations and information we have taken into account, be read in its entirety.

We set out below a summary of the key factors we have taken into our consideration:

(a) *the Offer Price represents a premium of approximately 14.5%, 19.3%, 24.6%, 29.4% and 25.6% to the VWAP of the Shares on the Last Trading Day and the VWAP of the Shares for the 1-month, 3-month, 6-month and 12-month periods prior to the Offer Announcement Date respectively;*

(b) *following the Offer Announcement Date, the VWAP for the period after the Offer Announcement Date up to the Latest Practicable Date has increased to S$0.752, which is above the Offer Price;*

(c) *the Shares have not closed below the Offer Price for the period after the Offer Announcement Date up till the Latest Practicable Date, with the highest closing price of the Shares being S$0.760 over this period;*

(d) *the Offer Price is at a 0.7% discount to the last transacted price of S$0.740 per Share on the Latest Practicable Date;*

(e) *the average daily trading volume of the Shares for the 1-month, 3-month, 6-month and 12-month periods prior to the Offer Announcement Date was low, representing only 0.06%, 0.14%, 0.09% and 0.06% of the free float respectively;*

(f) *the Shares have outperformed the FSSTI for the 1-year period up to the Offer Announcement Date. The market prices of the Shares declined only by 4.5% as compared to the 15.6% decline in the FSSTI over the said period;*

(g) *for the period from the Offer Announcement Date up till the Latest Practicable Date, as a result of the Offer, the market prices of the Shares have increased by 16.5%, as compared to the 6.5% decline in the FSSTI;*

(h) *the Offer Price represents a discount of 5.4% (or S$0.042) to the RNAV (excluding NCI) per Share of S$0.777 as at 31 March 2016;*

(i) *the Offer Price represents a premium of 7.1% (or S$0.049) to the RNTA (excluding NCI) per Share of S$0.686 as at 31 March 2016;*

(j) *the EV/EBITDA, P/E, P/NAV and P/NTA ratios of the Group, as implied by the Offer Price, are within the range, and below the mean and the median EV/EBITDA, P/E, P/NAV and P/NTA ratios of the Comparable Companies;*

(k) *the P/RNAV and P/RNTA ratios of the Group, as implied by the Offer Price, the RNAV (excluding NCI) and the RNTA (excluding NCI), are within the range, and below the mean and the median P/NAV and P/NTA ratios of the Comparable Companies;*

(l) *the P/E, EV/EBITDA, P/NAV and P/NTA ratios of Tianda in the RTO and the P/E, EV/EBITDA, P/NAV and P/NTA ratios of the Group in the Offer, are all within the range but below the mean and median of its comparable companies. While the P/NAV ratio and the P/NTA ratio of the Group in the Offer are lower than the P/NAV ratio and the P/NTA ratio of Tianda in the RTO, the P/E ratio of the Group in the Offer is significantly higher compared to the P/E ratio of Tianda in the RTO, and the EV/EBITDA ratio of the Group in the Offer is also slightly higher than the EV/EBITDA ratio of Tianda in the RTO;*

(m) the Offer Price is at a 13.1% premium to the RTO Issue Price and based on the daily closing price of the Shares, the Shares have not traded above the Offer Price from the time the RTO was completed in August 2014 up till the Offer Announcement Date;

(n) the valuation of the Group, as implied by the Offer Price, is at a 5.3% premium to the Implied RTO Valuation;

(o) in July 2015, the Company completed the disposal of a non-controlling 30% equity interest in Tianda for which the consideration was based on a P/E ratio of 9.5 times of the net profit after tax of Tianda for FY2014, and after taking into account, inter alia, Tianda's financial track record and competitive position. This disposal P/E ratio is lower than the P/E ratio of 21.0 times for the Group as implied by the Offer Price;

(p) the premium implied by the Offer Price over the last transacted price, VWAP for the 1-month, 3-month and 6-month periods prior to the Offer Announcement Date of the Shares is within the range but below the mean and median premiums of Recent Transactions;

(q) the ratio of the Offer Price over the NTA of the Shares, as implied by the RNTA (excluding NCI), is within the range, below the mean and above the median offer price over NTA ratios of Recent Transactions;

(r) the financial performance of the Group. While the Group has been profitable in its last three financial years, being FY2013 through FY2015, the profit attributable to equity holders of the Company decreased from S$14.3 million in FY2013 to S$13.2 million in FY2015; and

(s) other relevant consideration as set out in paragraph 5.9 of this IFA Letter.

Accordingly, after taking into account the above factors, we are of the opinion that, as of the date hereof, the financial terms of the Offer are not fair but reasonable.

Accordingly, we advise the Independent Directors to recommend the Shareholders to ACCEPT the Offer unless the Shareholders are able to obtain a price higher than the Offer Price on the open market, after taking into account all brokerage commissions or transaction costs in connection with open market transactions."

7.5 **Recommendation of the Independent Directors**

The Independent Directors (comprising Mr. Lee Dah Khang and Dr. Soon Kong Ann), having considered carefully the terms of the Offer and the advice given by the IFA to the Independent Directors in the IFA Letter, have set out their recommendations on the Offer below.

Based on the factors considered by the IFA as set out in the IFA Letter, the IFA is of the opinion that the Offer is **not fair but reasonable**, and the IFA further recommends the Shareholders to accept the Offer for the reasons set out in paragraph 7.4 above.

Shareholders are advised to refer to the IFA Letter for the full basis of the IFA's opinion and recommendation.

In this regard, Mr. Lee Dah Khang (having considered the factors set out in IFA's opinion and the basis of the IFA's recommendation and Dr. Soon Kong Ann's recommendation) **concurs** with the advice of the IFA in respect of the Offer, and further, recommends that Shareholders **ACCEPT** the Offer for the reasons set out below:

(a) as noted in paragraph 6(j) of the IFA Letter, the EV/EBITDA, P/E, P/NAV and P/NTA ratios (each as defined in paragraph 5.4 of the IFA Letter) of the Group, as implied by the Offer Price, whilst below the mean and median, are within the range of EV/EBITDA, P/E, P/NAV and P/NTA ratios of the Comparable Companies (as defined in paragraph 5.4 of the IFA Letter);

(b) as noted in paragraph 6(k) of the IFA Letter, the P/RNAV and P/RNTA ratios (each as defined in paragraph 5.3.3 of the IFA Letter) of the Group, as implied by the Offer Price, the RNAV (excluding NCI) and the RNTA (excluding NCI), whilst below the mean and median, are within the range of P/NAV and P/NTA ratios of the Comparable Companies; and

(c) as noted in paragraph 6(p) of the IFA Letter, the premium implied by the Offer Price over the last transacted price, VWAP for the 1-month, 3-month and 6-month periods prior to the Offer Announcement Date of the Shares, whilst below the mean and median, is within the range of implied premiums of Recent Transactions (as defined in Paragraph 5.6 of the IFA Letter).

Dr. Soon Kong Ann (having considered, *inter alia*, the factors set out in the IFA's opinion and the basis of IFA's recommendation and Mr. Lee Dah Khang's recommendation), agrees with the IFA's advice that the Offer is **not fair** but however believes that the Offer is **not reasonable** for the reasons set out below and recommends that Shareholders **REJECT** the Offer:

(a) as noted in paragraph 6(j) of the IFA Letter, the EV/EBITDA, P/E, P/NAV and P/NTA ratios (each as defined in paragraph 5.4 of the IFA Letter) of the Group, as implied by the Offer Price, whilst within the range, are below the mean and the median EV/EBITDA, P/E, P/NAV and P/NTA ratios of the Comparable Companies (as defined in Paragraph 5.4 of the IFA Letter). In addition, Dr. Soon Kong Ann has noted that the P/NAV and P/NTA ratios are significantly below the mean and median P/NAV and P/NTA ratios of the Comparable Companies;

(b) as noted in paragraph 6(k) of the IFA Letter, the P/RNAV and P/RNTA ratios (each as defined in paragraph 5.3.3 of the IFA Letter) of the Group, as implied by the Offer Price, the RNAV (excluding NCI) and the RNTA (excluding NCI), whilst within the range, are below the mean and the median P/NAV and P/NTA ratios of the Comparable Companies. In addition, Dr. Soon Kong Ann has noted that the P/RNAV and P/RNTA ratios are significantly below the mean and median P/NAV and P/NTA ratios of the Comparable Companies;

(c) as noted in paragraph 6(p) of the IFA Letter, the premium implied on the Offer Price over the VWAP for the 1-month, 3-month and 6-month periods prior to the Offer Announcement Date is less than the relevant premiums for similar transactions announced in 2016 which are more reflective of the current market situation and sentiment;

(d) as noted in paragraph 6(h) of the IFA Letter, the Offer Price represents a discount of 5.4% (or S$0.042) to the revalued NAV (excluding non-controlling interests) per Share of S$0.777 as at 31 March 2016;

(e) as noted in paragraph 6(o) of the IFA Letter, in July 2015, the Company disposed of a non-controlling 30% equity interest in Tianda on a P/E ratio of 9.5 times ("**Disposal P/E Ratio**") which is lower than the P/E ratio of 21.0 times for the Group as implied by the Offer Price ("**Offer P/E Ratio**"). Dr. Soon Kong Ann has noted that whilst the Disposal

P/E Ratio is lower than the Offer P/E Ratio, (i) Tianda is an unlisted company, which has no trading price and is usually valued at a discount to the trading price of a listed entity in the same business (such as the Company), (ii) the disposal of the non-controlling interest was undertaken by the Company for the purpose of raising funds to strengthen its financial position, (iii) at the time of the consideration of the disposal, the Company had higher borrowings, including a short-term revolving credit facility of S$52 million, and (iv) the disposal of a non-controlling interest in a wholly-owned subsidiary for the purpose of fund raising is not comparable to an offer for securities in the Company with a view of delisting the Company;

(f) in addition to the financial metrics set out above and in the IFA Letter, Dr. Soon Kong Ann has noted that the Group's financial performance has been improving since the RTO and notwithstanding the challenging market conditions, the Group has turned in credible performance in the recent financial year and that the Offer Price has not fully reflected the intrinsic value in the business of the Group for the reasons mentioned above;

(g) in this regard, Dr. Soon Kong Ann has also noted that SZ TGM, the largest minority shareholder of the Company, is also not accepting the Offer and has provided the Offeror with the SZ TGM Undertaking, pursuant to which SZ TGM has undertaken and agreed, amongst other things, to not accept the Offer in respect of (a) all Shares held by it; and (b) any other Shares which it may acquire, or which may be allotted and issued to it, on or after the date of the SZ TGM Undertaking; and

(h) as noted in paragraph 6(c) of the IFA Letter, following the Offer Announcement Date, the VWAP for the period after the Offer Announcement Date up to the Latest Practicable Date has increased to S$0.752, which is above the Offer Price. Additionally, since the Offer Announcement Date, the Shares have been trading above the Offer Price.

Shareholders are advised to read the terms and conditions of the Offer Document carefully. Shareholders are also advised to read and consider carefully the recommendations and differing views of the Independent Directors and the IFA Letter set out in Appendix I to this Circular in their entirety before deciding whether to accept or reject the Offer. Shareholders should note that the IFA's advice to the Independent Directors in respect of the Offer should not be relied upon by any Shareholder as the sole basis for deciding whether or not to accept the Offer.

Shareholders should note that the trading of the Shares are subject to, *inter alia*, the performance and prospects of the Group, prevailing economic conditions, economic outlook and stock market conditions and sentiments. Accordingly, the advice by the IFA on the Offer does not and cannot take into account future trading activities or patterns or price levels that may be established for the Shares after the Latest Practicable Date since these are governed by factors beyond the ambit of the IFA's review.

In rendering the above advice and making the above recommendation, the IFA and the Independent Directors have not considered the specific investment objectives, financial situation, tax position, risk profiles or unique needs and constraints of any individual Shareholder. **As different Shareholders would have different investment profiles and objectives, the Independent Directors recommend that any individual Shareholder who may require specific advice in relation to his/her investment portfolio or objectives should consult his/her stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.**

8. ACTION TO BE TAKEN BY SHAREHOLDERS

Shareholders may accept the Offer in respect of all or any part of their holdings of Shares. As the Offeror has not stated in the Offer Document that the Offer will not be extended beyond 5.30 p.m. on 9 June 2016, pursuant to Rule 22.6 of the Code, the Offer will remain

open for a period of not less than 14 days after the date on which the Offer would otherwise have closed. **Accordingly, Shareholders who wish to accept the Offer should note that the Offer will remain open for at least 14 days after 9 June 2016 and acceptances should therefore be received by 5.30 p.m. on 23 June 2016, or such later date(s) as may be announced from time to time, by or on behalf of the Offeror.** There are different procedures for acceptance for Depositors whose Securities Accounts are or will be credited with Shares and for Shareholders who hold Shares in scrip form. Shareholders who wish to accept the Offer should take note of the "Procedures for Acceptance" set out in Appendix VI to the Offer Document.

Shareholders who do not wish to accept the Offer need not take any further action in respect of the Offer Document and the FAA and/or FAT which have been sent to them.

9. OVERSEAS SHAREHOLDERS

Shareholders whose addresses are outside Singapore, as shown on the Register or, as the case may be, in the Depository Register (each, an "**Overseas Shareholder**") should refer to Section 10 of the Offer Document, an extract of which is set out in italics below.

"***10. OVERSEAS SHAREHOLDERS***

*The availability of the Offer to Shareholders whose addresses are outside Singapore, as shown on the register of members of the Company or, as the case may be, in the records of CDP (each, an "**Overseas Shareholder**") may be affected by the laws of the relevant overseas jurisdictions. Accordingly, any Overseas Shareholder should inform himself about and observe any applicable legal requirements, and exercise caution in relation to the Offer, as this Offer Document, the FAAs and the FATs have not been reviewed by any regulatory authority in any overseas jurisdiction.* ***Where there are potential restrictions on sending this Offer Document, the FAAs and/or the FATs to any overseas jurisdictions, the Offeror, DBS Bank and CDP each reserves the right not to send these documents to Shareholders in such overseas jurisdictions. For the avoidance of doubt, the Offer is open to all Shareholders, including those to whom this Offer Document, the FAAs and/or the FATs have not been, or may not be, sent.***

*Copies of this Offer Document and any other formal documentation relating to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any jurisdiction where the making of or the acceptance of the Offer would violate the law of that jurisdiction (a "**Restricted Jurisdiction**") and will not be capable of acceptance by any such use, instrumentality or facility within any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction.*

The Offer (unless otherwise determined by the Offeror and permitted by applicable law and regulation) will not be made, directly or indirectly, in or into, or by the use of mails of, or by any means or instrumentality (including without limitation, telephonically or electronically) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction, and the Offer will not be capable of acceptance by any such use, means, instrumentality or facilities.

Overseas Shareholders may, nonetheless, obtain copies of this Offer Document, the FAAs and/or the FATs and any related documents, during normal business hours and up to the Closing Date, from the Offeror through its receiving agent, KCK CorpServe Pte. Ltd. at 333 North Bridge Road, #08-00 KH KEA Building, Singapore 188721, or The Central Depository (Pte) Limited at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588.

Alternatively, an Overseas Shareholder may write to the Offeror through KCK CorpServe Pte. Ltd. at the address listed above or The Central Depository (Pte) Limited at Robinson Road Post Office, P.O. Box 1984, Singapore 903934, to request for this Offer Document, the FAAs and/or the FATs and any related documents to be sent to an address in Singapore by ordinary post at the Overseas Shareholder's own risk, up to three (3) Market Days prior to the Closing Date.

It is the responsibility of any Overseas Shareholder who wishes to (a) request for this Offer Document, the FAAs, the FATs and/or any related documents, or (b) accept the Offer, to satisfy himself as to the full observance of the laws of the relevant jurisdiction in that connection, including the obtaining of any governmental or other consent which may be required, and compliance with all necessary formalities or legal requirements and the payment of any taxes, imposts, duties or other requisite payments due in such jurisdiction. Such Overseas Shareholder shall be liable for any such taxes, imposts, duties or other requisite payments payable and the Offeror and any persons acting on its behalf (including DBS Bank) shall be fully indemnified and held harmless by such Overseas Shareholder for any such taxes, imposts, duties or other requisite payments as the Offeror and/or any persons acting on its behalf (including DBS Bank) may be required to pay. In (i) requesting for this Offer Document, the FAAs, the FATs and/or any related documents and/or (ii) accepting the Offer, the Overseas Shareholder represents and warrants to the Offeror and DBS Bank that he is in full observance of the laws of the relevant jurisdiction in that connection, and that he is in full compliance with all necessary formalities or legal requirements. ***Any Overseas Shareholder who is in any doubt about his position should consult his professional adviser in the relevant jurisdiction.***

The Offeror and DBS Bank each reserves the right to notify any matter, including the fact that the Offer has been made, to any or all Overseas Shareholders by announcement to the SGX-ST or notice and, if necessary, by paid advertisement in a newspaper published and circulated in Singapore, in which case such notice shall be deemed to have been sufficiently given notwithstanding any failure by any Shareholder to receive or see such announcement, notice or advertisement."

The Constitution provides that any notice or document may be served on or delivered to any Shareholder by the Company either personally or by sending it through the post in a prepaid letter addressed to such Shareholder at his registered address appearing in the Register or (as the case may be) the Depository Register, or (if he has no registered address within Singapore) to the address, if any, within Singapore supplied by him to the Company as his address for the service of notices. The Constitution further provides that a Shareholder who has no registered address in Singapore shall not be entitled to receive any notice or document from the Company unless and until he has notified in writing the Company or the Depository (as the case may be) an address in Singapore.

Accordingly, and due to potential restrictions on sending this Circular to overseas jurisdictions, this Circular has not been and will not be sent to any Overseas Shareholder who has not provided, and will not provide, the Company with an address within Singapore at which notices or documents may be served upon him. Any affected Overseas Shareholder may nonetheless (subject to compliance with applicable laws) attend in person and obtain copies of this Circular during normal business hours and up to 5.30 p.m. (Singapore time) on the Closing Date, from the office of the Share Registrar at 333 North Bridge Road, #08-00 KH Kea Building, Singapore 188721. Alternatively, an Overseas Shareholder may (subject to compliance with applicable laws) write to the Share Registrar at the above-stated address to request for this Circular to be sent to an address in Singapore by ordinary post at his own risk, up to five Market Days prior to the Closing Date.

In requesting for this Circular and any related documents, each of the Overseas Shareholders represents and warrants to the Company that each of them is in full observance of the laws of the relevant jurisdiction in that connection, and that each of them is in full compliance with all necessary formalities or legal requirements.

10. INFORMATION PERTAINING TO CPFIS INVESTORS AND SRS INVESTORS

CPFIS Investors and SRS Investors should receive further information on how to accept the Offer from their respective CPF Agent Banks and SRS Agent Banks directly. CPFIS Investors and SRS Investors are advised to consult their respective CPF Agent Banks and SRS Agent Banks should they require further information, and if they are in any doubt as to the action they should take, CPFIS Investors and SRS Investors should seek independent professional advice.

CPFIS Investors and SRS Investors who wish to accept the Offer are to reply to their respective CPF Agent Banks and SRS Agent Banks by the deadline stated in the letter from their respective CPF Agent Banks and SRS Agent Banks. CPFIS Investors and SRS Investors who accept the Offer will receive payment of the Offer Price payable in respect of their Offer Shares in their CPF investment accounts and SRS investment accounts.

11. DIRECTORS' RESPONSIBILITY STATEMENT

Save for (a) the recommendation of the Independent Directors to Shareholders set out in Section 7.5 of this Circular which is the sole responsibility of the Independent Directors, (b) the IFA Letter, (c) the Valuation Certificates, (d) the review report from PricewaterhouseCoopers LLP and the review letter from Xandar Capital (each as set out in Appendix IV to this Circular), (e) information extracted *in toto* from the Offer Document and the Offeror's announcement dated 27 May 2016 and (f) information relating to the Offeror, the Directors (including those who may have delegated detailed supervision of this Circular) collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Group in the context of the Offer and the Directors are not aware of any material facts the omission of which would make any statement in this Circular misleading.

In respect of the IFA Letter and the Valuation Certificates, the sole responsibility of the Directors has been to ensure that the facts stated therein with respect to the Group are, after having made all reasonable enquiries and to the best of their knowledge and belief, fair and accurate in all material aspects.

Where any information has been extracted from the Offer Document or published or otherwise publicly available sources or obtained from the Offeror (including, without limitation, the Offer Document), the sole responsibility of the Directors has been to ensure through reasonable queries that such information has been accurately and correctly extracted from such sources or, as the case may be, accurately reflected or reproduced in this Circular in its proper form and context.

Yours faithfully

For and on behalf of the Board of Directors of
PTERIS GLOBAL LIMITED

Lee Dah Khang
Independent Director

APPENDIX I

LETTER FROM XANDAR CAPITAL TO THE INDEPENDENT DIRECTORS



2 June 2016

Pteris Global Limited
28 Quality Road
Singapore 618828

Attention: The Independent Directors

Dear Sirs

VOLUNTARY UNCONDITIONAL CASH OFFER BY DBS BANK LTD. FOR AND ON BEHALF OF SHARP VISION HOLDINGS LIMITED TO ACQUIRE ALL THE ISSUED AND PAID-UP ORDINARY SHARES IN THE CAPITAL OF PTERIS GLOBAL LIMITED

Unless otherwise defined or the context otherwise requires, all terms used in this IFA Letter shall have the same meanings as defined in the Circular and/or the Offer Document, as the case may be.

1. INTRODUCTION

On 21 April 2016 (the "**Offer Announcement Date**"), DBS Bank Ltd. ("**DBS Bank**") announced, for and on behalf of Sharp Vision Holdings Limited (the "**Offeror**"), that the Offeror intends to make a voluntary unconditional cash offer (the "**Offer**") for all the issued and paid-up ordinary shares (the "**Shares**") in the capital of Pteris Global Limited (the "**Company**"), other than those Shares held, directly or indirectly, by the Offeror and Shenzhen TGM Ltd. ("**SZ TGM**") (the "**Offer Shares**").

The formal offer document (the "**Offer Document**") setting out the full terms and conditions of the Offer has been issued by DBS Bank, for and on behalf of the Offeror, on 12 May 2016. As at 5 May 2016, the Offeror holds 209,415,126 Shares, or approximately 54.34% of the issued capital of the Company.

The Company has appointed Xandar Capital Pte. Ltd. ("**Xandar Capital**") as the independent financial adviser (the "**IFA**") to the Independent Directors (as defined in the Circular), in relation to the Offer, to advise whether the financial terms of the Offer are fair and reasonable. This letter sets out, *inter alia*, our evaluation and advice on the financial terms of the Offer ("**IFA Letter**"), and forms part of the Circular which provides, *inter alia*, the details of the Offer and the recommendation of the Independent Directors in respect thereof.

2. TERMS OF REFERENCE

Xandar Capital has been appointed as the IFA to advise the Independent Directors on whether the financial terms of the Offer are fair and reasonable.

Our evaluation is limited to the financial terms of the Offer and our terms of reference do not require us to evaluate or comment on the rationale for, legal, strategic or commercial and/or

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
Address 地址 3 Shenton Way, #24-02 Shenton House, Singapore 068805 珊顿道 3 号，珊顿大厦#24-02，新加坡 068805
Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

risks or merits (if any) of the Offer. We have not relied on any financial projections or forecasts in respect of the Company or the Group. We are not required to express and we do not express any view herein on the growth prospects, financial position and earnings potential of the Company or the Group after the close of the Offer. We are also not expressing any view herein as to the prices at which the Shares may trade upon the close of the Offer. Such evaluation shall remain the sole responsibility of the Directors, although we may draw upon their views (to the extent deemed necessary or appropriate by us) in arriving at our opinion as set out in this IFA Letter.

We are not and were not involved in any aspect of the negotiations pertaining to the Offer or any other offers, if any. We are not required nor authorised to solicit, and we have not solicited, any indications of interest from any third party with respect to the Shares, and therefore are not able to, and will not compare the Offer to any other alternative transaction. We are also not addressing the relative merits of the Offer as compared to any alternative transaction, or other alternatives, or whether such alternatives can be achieved or are or will be available in future. We have also not conducted any review of the business, operations or financial condition of the Company and the Group.

We have not made any independent evaluation or appraisal of the assets or liabilities (including without limitation, real property) of the Group. The Company has appointed independent valuer, Colliers International (Hong Kong) Limited (the "**Valuer**"), to value the properties held by the Group and we have been furnished with the following independent valuation reports:

(a) valuation report dated 10 May 2016 on the value of the property at No.9 Fuyuan Er Road, Fuyong Sub-district, Bao'an District, Shenzhen, Guangdong Province, PRC, ("**Shenzhen CIMC-Tianda Airport Support Factory**") as at 30 April 2016;

(b) valuation report dated 10 May 2016 on the value of the property at No. 4 Gongye 4th Road, Nanshan District, Shenzhen, Guangdong Province, PRC ("**Shenzhen Shekou CIMC Industrial Property**") as at 30 April 2016;

(c) valuation report dated 10 May 2016 on the value of the property at No.188 Xingye Er Road, Chaobai River Development Area, Hui Autonomous County of Dachang, Langfang, Hebei Province, PRC ("**Langfang CIMC Airport Support Factory**"), as at 30 April 2016;

(d) valuation report dated 10 May 2016 on the value of the property at No. 658 Jiande Road, Zhangpu Town, Kunshan, Jiangsu Province, PRC ("**Kunshan CIMC Industrial Property**"), as at 30 April 2016; and

(e) valuation report by dated 10 May 2016 on the value of the property at 28 Quality Road, Singapore 618828 ("**28 Quality Road**"), as at 30 April 2016,

collectively, the "**Valuation Reports**".

We have placed sole reliance thereon for the valuation and/or information contained therein. We are not involved and assume no responsibility for the Valuation Reports. We have also not made any independent verification of the matters or bases set out in the Valuation Reports. Accordingly, no representation or warranty, express or implied, is made and no responsibility is accepted by us concerning the accuracy, completeness or adequacy of such information.

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In the course of our evaluation, we have held discussions with certain Directors and management of the Company and have examined publicly available information as well as information provided and representations made to us by the aforesaid parties, including information in the Circular. We have not independently verified such information, whether written or verbal, and accordingly cannot and do not warrant, and do not accept any responsibility for the accuracy, completeness or adequacy of such information, representation and assurance. Nonetheless, we have made reasonable enquiries and used our judgement in assessing such information and have found no reason to doubt the accuracy and reliability of such information. The Directors have jointly and severally accepted full responsibility for the accuracy, completeness and adequacy of all such information and representations as provided and made by the aforesaid parties as contained herein.

We have relied upon the assurance of the Directors that the Directors collectively and individually accept full responsibility for the accuracy of the information given in the Circular and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, the Circular constitutes full and true disclosure of all material facts about the Offer, the Company and the Group as at the Latest Practicable Date. The Directors are not aware of any facts the omission of which would make any statement in the Circular misleading. Where information in the Circular has been extracted from published or otherwise publicly available sources or the IFA Letter, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in the Circular in its proper form and context. In relation to this IFA Letter, the Directors have confirmed that the facts stated, with respect to the Group and the Offer, are to the best of their knowledge and belief, fair and accurate in all material aspects.

Our opinion is based upon prevailing market, economic, industry, monetary and other conditions (where applicable) and the information made available to us that is contained in the Circular and the Offer Document as of the Latest Practicable Date. We assume no responsibility to update, revise or reaffirm our view in light of any subsequent development after the Latest Practicable Date that may affect our opinion contained therein. Shareholders should take note of any announcements relevant to their consideration of the Offer, which may be released by the Company and/or the Offeror after the Latest Practicable Date.

In arriving at our opinion, we did not consider the specific investment objectives, financial situation, tax consequences, risk profile or unique needs and constraints of any Shareholder or any specific group of Shareholders. We recommend that any individual Shareholder or group of Shareholders who may require specific advice in relation to his or their investment objectives or portfolios should consult his or their legal, financial, tax or other professional advisors immediately.

This IFA Letter is for the use and benefit of the Independent Directors in connection with and for the purpose of their consideration of the Offer and the recommendation made by the Independent Directors shall remain their responsibility.

The Company has been separately advised by its own advisers in the preparation of the Circular (other than the IFA Letter). We have no role or involvement and have not provided any advice, financial or otherwise, whatsoever in the preparation, review and verification of the Circular (other than the IFA Letter). Accordingly, we take no responsibility for and express no views, express or implied, on the contents of the Circular (other than the IFA Letter).

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Our opinion in relation to the Offer should be considered in the context of the entirety of this IFA Letter and the Circular.

We recommend that the Independent Directors advise Shareholders to read these pages carefully.

3. THE OFFER

The Offer is made in accordance with Rule 15 of the Code and subject to the terms and conditions set out in the Offer Document, a copy of which Shareholders ought to have received as at the date of this IFA Letter. Salient information on the Offer, found in Section 2 and 3 of the Offer Document, is set out as follows:

3.1 TERMS OF THE OFFER

The consideration for each Offer Share: S$0.735 in cash ("Offer Price")

The Offer Shares will be acquired (i) fully paid-up, (ii) free from all liens, equities, mortgages, charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever ("**Encumbrances**"), and (iii) together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date and thereafter attaching thereto (including the right to receive and retain all dividends, rights, distributions or return of capital, if any, which may be announced, declared, paid or made thereon by the Company on or after the Offer Announcement Date, other than the final one-tier tax-exempt dividend of 1.00 Singapore cent per Share in cash ("**FY2015 Dividend**") in respect of the Company's financial year ended 31 December 2015 announced by the Company on 8 April 2016).

In respect of the FY2015 Dividend, as announced by the Company, the books closure date was 3 May 2016 ("**Books Closure Date**").

For the avoidance of doubt, the shareholders of the Company ("**Shareholders**") who accept the Offer will be entitled to retain the FY2015 Dividend. As announced by the Company on 10 May 2016, the FY2015 Dividend would have been paid on 11 May 2016. Accordingly, any Shareholder whose name appeared on the Register or, as the case may be, in the Depository Register as at the Books Closure Date should have received the FY2015 Dividend.

In the event any dividends, rights, distributions or return of capital other than the FY2015 Dividend is declared, made or paid on or after the Offer Announcement Date, the Offeror reserves the right to reduce the Offer Price by the amount of such dividends, rights, distributions or return of capital paid by the Company to such accepting Shareholder.

3.2 UNCONDITIONAL OFFER

The Offer is unconditional in all respects.

3.3 REVISION OF THE OFFER

As set out in the Offer Document, *"Pursuant to Rule 20.1 of the Code, the Offer, if revised, will remain open for acceptance for a period of at least 14 days from the date of despatch of the written notification of the revision to Shareholders. In any case where the terms are revised, the*

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benefit of the Offer (as so revised) will be made available to each of the Shareholders, including those who had previously accepted the Offer.".

As at the Latest Practicable Date, no announcement regarding any revision of the terms of the Offer has been made.

3.4 IRREVOCABLE UNDERTAKING FROM SZ TGM

As at 5 May 2016, SZ TGM holds 81,910,701 Shares, representing approximately 21.26% of the total Shares. SZ TGM has executed an irrevocable undertaking (the "**SZ TGM Undertaking**") in favour of the Offeror, pursuant to which SZ TGM has undertaken and agreed, amongst other things, to not accept the Offer in respect of (a) all Shares held by it; and (b) any other Shares which it may acquire, or which may be allotted and issued to it, on or after the date of the SZ TGM Undertaking.

The SZ TGM Undertaking will terminate or lapse in the event that the Offer is withdrawn or lapses for any reason other than as a result of a breach by SZ TGM of any of its obligations under the SZ TGM Undertaking.

Save for the SZ TGM Undertaking, as at 5 May 2016, neither the Offeror nor any person acting in concert with the Offeror has received any irrevocable undertaking from any other person to accept or reject the Offer.

3.4.1 Rationale for the SZ TGM Undertaking

Subsequent to the Latest Practicable Date, the Offeror made a clarification announcement on 27 May 2016 to clarify, *inter alia*, the rationale for the SZ TGM Undertaking. We have extracted certain sections in *italics* as follows:

"The Offeror had, in connection with the Offer, intended for SZ TGM to provide the SZ TGM Undertaking due to its desire for continuity of management and minimal interruption of the Group's business notwithstanding the Offer and the intention to delist the Company. As such, it had approached its concert party, SZ TGM to provide the SZ TGM Undertaking. The SZ TGM Undertaking was also sought as it would also reduce the financial outlay required from the Offeror to undertake the Offer as no payment would need to be made to its concert party, SZ TGM."

"In view of its history with CIMC and the Offeror, which had started from the time of the original investment in Tianda, SZ TGM is supportive of the Offer and the intention to delist the Company. Accordingly, it had agreed to provide the SZ TGM Undertaking and to continue working with CIMC in the management of the Company going forward."

4 THE OFFEROR

4.1 INFORMATION ON THE OFFEROR AND CIMC

Information on the Offeror and CIMC is set out in Section 4 and Appendix I and II of the Offer Document. We have extracted certain sections in *italics* as follows:

"The Offeror is an investment holding company incorporated under the laws of Hong Kong SAR on 30 January 2008. As at the Latest Practicable Date, the Offeror has an issued and paid-up

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share capital of HK$1.00, consisting of one (1) ordinary share, which is held by CIMC HK. CIMC HK is in turn a wholly-owned subsidiary of CIMC."

"CIMC is a multinational conglomerate listed on the Hong Kong Stock Exchange and Shenzhen Stock Exchange, with a market capitalisation of approximately RMB34.7 billion as at the Latest Practicable Date."

"CIMC is a leading player in the manufacture and supply of containers, special purpose vehicles and heavy trucks, equipment for the energy, chemicals and liquid food industries and offshore engineering. CIMC's other businesses also include real estate development and financial leasing."

4.2 OFFEROR'S INTENTION FOR THE COMPANY AND THE GROUP

We understand from the Offer Document that the Offeror is making the Offer to increase its shareholding in the Company.

It is currently the intention of the Offeror to ensure continuity in the operations of the Group and to steer the Group towards further growth and development. The Offeror also intends to undertake a review of the operations, management and financial position of the Company and to evaluate various options or opportunities which may present themselves which it regards to be in the interests of the Offeror and/or the Company.

Save as disclosed above, the Offeror does not currently have any intention to make major changes to (a) the business of the Company, (b) the deployment of the fixed assets of the Company, or (c) the employment of the employees of the Group.

5. EVALUATION OF THE OFFER

In our evaluation of the Offer, we have taken into account the following factors which we consider to be pertinent and to have a significant bearing on our evaluation:

(a) the market performance of the Shares;

(b) the Valuation Reports;

(c) the net asset value and revalued net asset value of the Group;

(d) the valuation of the Group implied by the Offer Price versus the valuation of companies comparable to the Group;

(e) comparison with the reverse takeover of the Company by Shenzhen CIMC-Tianda Airport Support Ltd;

(f) comparison with recent transactions;

(g) the financial performance of the Group;

(h) the dividend track record of the Company; and

(i) other considerations.

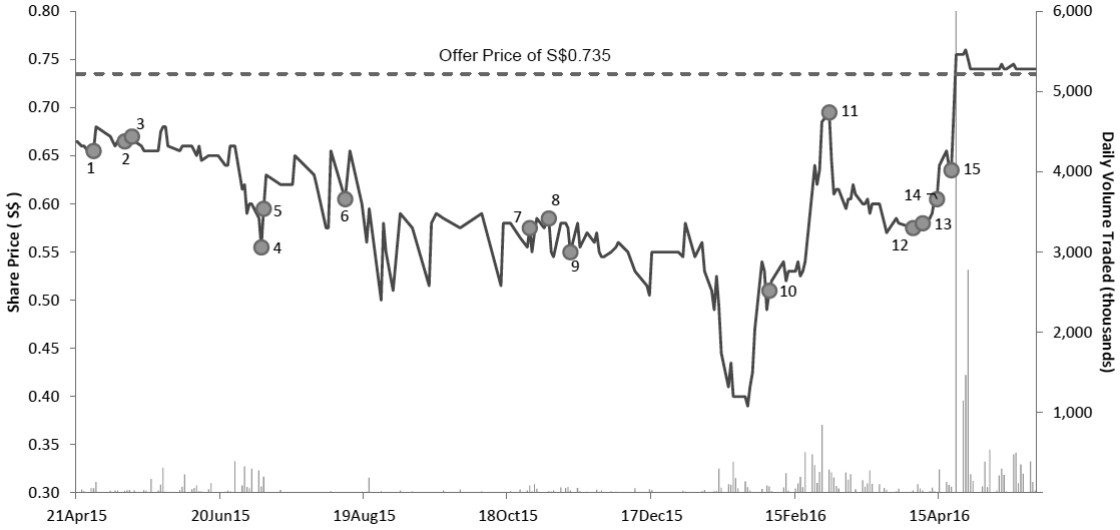
Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
Address 地址 3 Shenton Way, #24-02 Shenton House, Singapore 068805 珊顿道 3 号，珊顿大厦#24-02，新加坡 068805
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These factors are discussed in greater detail in the ensuing paragraphs.

5.1 MARKET PERFORMANCE OF THE SHARES

5.1.1 Historical performance of the Shares

The historical price chart (based on closing prices and the number of Shares traded on a daily basis) for the Shares during the period commencing 12 months prior to the Offer Announcement Date and ending on the Latest Practicable Date is set out below:



Source: Bloomberg Finance L.P.

A summary of the salient announcements and events relating to the Company during the aforesaid period is set out below:

No.	Date	Event
1.	28 Apr 2015	The Company announced the appointment of Mr. Lee Dah Khang as an Independent Director of the Company. The Company also announced the cessation of Mdm. Gan Siok Loon, Mr. Fong Heng Boo and Mr. Robert Chew as Independent Directors of the Company. The Company announced the cessation of Mr. Low Kok Hua as the Non-Executive Director of the Company and his subsequent appointment and re-designation as a senior adviser to the Company.

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No.	Date	Event
2.	11 May 2015	The Company announced that Shenzhen CIMC-Tianda Airport Support Ltd, a subsidiary of the Company, had received a letter of award from Eastern Air Logistic Co. Ltd. for the supply and installation of cargo handling system equipment for Shanghai Pudong International Airport's west cargo area (the "**EAL Contract**"). The EAL Contract was valued at approximately RMB71 million and the project was expected to be completed by the end of 2016. The Company also announced that Pteris Global (Suzhou) Limited, a subsidiary of the Company, had entered into a strategic framework agreement with SF Express, a dominant player in the express courier handling in China, for the supply of sort systems.
3.	14 May 2015	The Company announced its unaudited consolidated financial statements for the three months ended 31 March 2015. The Company reported revenues of S$29.0 million and loss attributable to equity holders of the Company of S$0.5 million for the three months ended 31 March 2015.
4.	7 Jul 2015	The Company announced the completion of the disposal of its 30% interest in Shenzhen CIMC-Tianda Airport Support Ltd.
5.	8 Jul 2015	The Company announced that it had on 7 July 2015 made full repayment to the syndicate of banks comprising Australia and New Zealand Banking Group Limited, Singapore Branch, DBS Bank Ltd, ING Bank N.V., Singapore Branch and Standard Chartered Bank in relation to the short-term revolving credit facility of S$52 million.
6.	12 Aug 2015	The Company announced its unaudited consolidated financial statements for the six months ended 30 June 2015. The Company reported revenues of S$91.6 million and profit attributable to equity holders of the Company of S$1.0 million for the six months ended 30 June 2015.
7.	27 Oct 2015	The Company announced that it had secured three contracts worth an aggregate of approximately S$64.2 million from customers in China and the United States of America ("**USA**"). The first contract, worth RMB114.8 million, involves the design, supply, installation and testing of passenger boarding bridges and ancillary equipment for the new Terminal 3 at Wuhan Tianhe International Airport in China. The second contract, worth RMB119.5 million, was for the supply and installation of new passenger boarding bridges for Terminal 2 at Guangzhou Baiyun International Airport in China. In addition, Pteris Global (USA) Inc., a subsidiary of the Company, was awarded US$4.3 million worth of orders of baggage handling systems as part of the revitalisation of Terminal 3 of Phoenix Sky Harbour International Airport in Arizona, USA.

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No.	Date	Event
8.	4 Nov 2015	The Company announced that on 3 November 2015, it had entered into a sale and purchase agreement with CIMC Flight B.V. for the proposed acquisition of 100% of the issued and paid-up shares in CIMC Air Marrel SAS by the Company, for an aggregate purchase consideration of Euro ("**EUR**") 1.5 million.
9.	13 Nov 2015	The Company announced its unaudited consolidated financial statements for the nine months ended 30 September 2015. The Company reported revenues of S$195.8 million and profit attributable to equity holders of the Company of S$6.4 million for the nine months ended 30 September 2015.
10.	4 Feb 2016	The Company announced that Shenzhen CIMC-Tianda Airport Support Ltd, a subsidiary of the Company, had received a letter of acceptance from the Airport Authority Hong Kong for the supply and replacement of 75 units of aircraft loading bridges at Terminal 1 of Hong Kong International Airport. The contract was valued at Hong Kong Dollar ("**HK$**") 238.5 million and was expected to be completed by 2018.
11.	29 Feb 2016	The Company announced its unaudited consolidated financial statements for the year ended 31 December 2015. The Company reported revenues of S$341.3 million and profit attributable to equity holders of the Company of S$13.2 million for the year ended 31 December 2015.
12.	4 Apr 2016	The Company announced the cessation of Dr. Li Yinhui as Non-Executive Chairman and Non-Executive Director of the Company. The Company also announced the cessation of Mr. Zheng Zuhua as Group Chief Executive Officer of the Company. Following the cessation of Mr. Zheng Zuhua, the Company announced the appointment of Mr. Chang Shaomin as the Group Chief Executive Officer of the Company.

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No.	Date	Event
13.	8 Apr 2016	The Company announced that 62,418,551 deferred Shares were to be allotted and issued to Sharp Vision Holdings Limited and Shenzhen TGM Ltd. in connection with the acquisition of 100% of the equity interests in Shenzhen CIMC-Tianda Airport Support Ltd from China International Marine Containers (Hong Kong) Ltd and Shenzhen TGM Ltd. Having considered *inter alia*, the impending allotment and issue of the 62,418,551 Shares, working capital requirements of the Company and general business and operational conditions, the Directors recommended a revised dividend per share of 1.00 Singapore cents, which was lower than the initial dividend per share of 1.19 Singapore cents which was announced together with the unaudited consolidated financial statements for the year ended 31 December 2015 on 29 February 2016.
14.	14 Apr 2016	The Company announced that on 14 April 2016, it had allotted and issued 62,418,551 shares to Sharp Vision Holdings Limited and Shenzhen TGM Ltd. for the acquisition of 100% of the equity interests in Shenzhen CIMC-Tianda Airport Support Ltd from China International Marine Containers (Hong Kong) Ltd and Shenzhen TGM Ltd.
15.	21 Apr 2016	The Offeror announced the Offer. The Company also announced that the shares allotted and issued to Sharp Vision Holdings Limited and Shenzhen TGM Ltd. for the acquisition of 100% of the equity interests in Shenzhen CIMC-Tianda Airport Support Ltd from China International Marine Containers (Hong Kong) Ltd and Shenzhen TGM Ltd have been listed and quoted on the Catalist of the Singapore Exchange Securities Trading Limited.

Source: Company announcements from SGXNET.

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We have tabulated below selected statistical information on the share price performance and trading liquidity of the Shares from the 12-month period prior to the Offer Announcement Date up to the Latest Practicable Date:

	Highest Price S$[(1)]	Lowest Price S$[(2)]	VWAP S$[(3)]	Premium / (Discount) of Offer Price over / (to) VWAP %	Average daily trading volume '000[(4)]	Average daily trading volume as a percentage of free float %[(5)]
Prior to the Offer Announcement Date						
Last 12 months	0.695	0.390	0.585	25.6	56	0.06
Last 6 months	0.695	0.390	0.568	29.4	77	0.09
Last 3 months	0.695	0.390	0.590	24.6	122	0.14
Last 1 month	0.655	0.570	0.616	19.3	55	0.06
Last Trading Day[(6)]	0.635	0.635	0.642	14.5	75	0.08
After the Offer Announcement Date to the Latest Practicable Date						
After 21 April 2016 up to the Latest Practicable Date	0.760	0.740	0.752	(2.3)	825	0.94
Latest Practicable Date	0.740	0.740	0.740	(0.7)	29	0.03

Source: Bloomberg Finance L.P.

Notes:

(1) The highest price refers to the highest daily closing price during the relevant period.

(2) The lowest price refers to the lowest daily closing price during the relevant period.

(3) The volume weighted average price ("**VWAP**") of the Shares over the relevant period.

(4) The average daily trading volume of the Shares is computed based on the total volume of Shares traded during the relevant period, divided by the number of days on which the SGX-ST is open for the trading of securities during the relevant period.

(5) Free float refers to the Shares other than those directly and deemed held by the Directors and the substantial shareholders of the Company. For the purpose of computing the average daily trading volume as a percentage of free float for the various periods, we have calculated the free float to be approximately 87.9 million Shares, being the Shares not held by Directors and substantial shareholders, representing approximately 22.8% of the 385,365,703 total issued Shares.

(6) 20 April 2016, being the last full trading day prior to the Offer Announcement Date ("**Last Trading Day**").

Based on the above table, we note that:

(i) the closing prices of the Shares ranged between S$0.390 and S$0.695 in the 12 months prior to the Offer Announcement Date;

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(ii) VWAP of the Shares dipped from S$0.585 in the 12-month period prior to the Offer Announcement Date to S$0.568 in the 6-month period prior to the Offer Announcement Date before subsequently rising to S$0.616 in the 1-month period prior to the Offer Announcement Date;

(iii) the Offer Price represents a premium of approximately 15.7% to the last transacted price of the Shares on the Last Trading Day;

(iv) the Offer Price represents a premium of approximately 14.5%, 19.3%, 24.6%, 29.4% and 25.6% to the VWAP of the Shares on the Last Trading Day and the VWAP of the Shares for the 1-month, 3-month, 6-month and 12-month periods prior to the Offer Announcement Date respectively;

(v) following the Offer Announcement Date, the VWAP for the period after the Offer Announcement Date up to the Latest Practicable Date has increased to S$0.752, which is above the Offer Price;

(vi) the Shares have not closed below the Offer Price for the period after the Offer Announcement Date up till the Latest Practicable Date, with the highest closing price of the Shares being S$0.760 over this period;

(vii) the Offer Price is at a 0.7% discount to the last transacted price of S$0.740 per Share on the Latest Practicable Date;

(viii) in the 12 months leading up till the Offer Announcement Date, the Shares were traded on 178 days out of a possible 249 market days, or 71.5% of the market days during the corresponding period;

(ix) the average daily trading volume of the Shares for the 1-month, 3-month, 6-month and 12-month period prior to the Offer Announcement Date was low, representing only 0.06%, 0.14%, 0.09% and 0.06% of the free float respectively; and

(x) the average daily trading volume of the Shares for the period after the Offer Announcement Date up till the Latest Practicable Date increased to 0.94% of the free float on the back of the Offer, although the average daily trading volume dropped to 0.03% for the Latest Practicable Date.

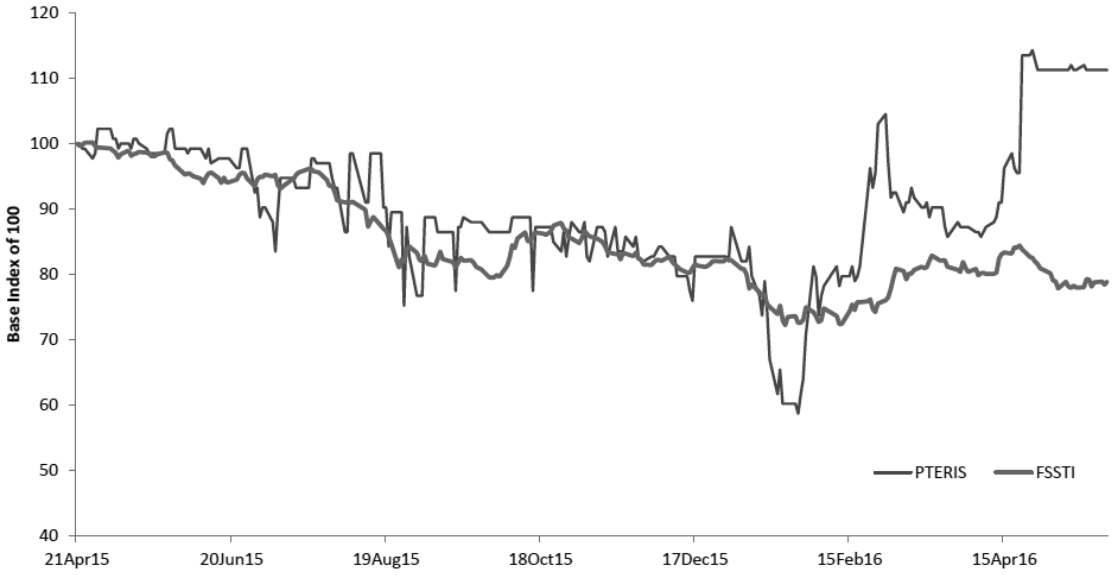
The Offer is an opportunity for the Shareholders to realise their investment in the Company given the historical share price performance and low trading liquidity of the Shares.

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Address 地址 3 Shenton Way, #24-02 Shenton House, Singapore 068805 珊顿道 3 号，珊顿大厦#24-02，新加坡 068805
Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

5.1.2 Relative performance of the Shares

In addition, to assess the relative performance of the Shares versus the Singapore equity market, we have compared the price movements of the Shares against that of the FTSE Straits Times Index (the "**FSSTI**"), which is a market capitalisation weighted index based on stocks of 30 representative companies listed on the Mainboard of the SGX-ST.

The chart below sets out the market price performance of the Shares and the FSSTI for the 12 months prior to the Offer Announcement Date up to the Latest Practicable Date:



Source: Bloomberg Finance L.P.

Note:

(1) All share prices and FSSTI values have been rebased to 100 as at 21 April 2015 for comparison purposes.

	The Shares	FSSTI
Rebased Index as at 21 April 2015	100	100
Rebased Index as at Offer Announcement Date	95.5	84.4
Change from 21 April 2015 (%)	(4.5)	(15.6)
Rebased Index as at Latest Practicable Date	111.3	78.9
Change from 21 April 2015 (%)	11.3	(21.1)
Change from Offer Announcement Date (%)	16.5	(6.5)

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Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

Based on the above, we note the following:

(a) the Shares have outperformed the FSSTI for the 1-year period up to the Offer Announcement Date. The market prices of the Shares declined only by 4.5% as compared to the 15.6% decline in the FSSTI over the said period;

(b) for the period from the Offer Announcement Date up till the Latest Practicable Date, as a result of the Offer, the market prices of the Shares increased by 16.5%, as compared to the 6.5% decline in the FSSTI; and

(c) for the period commencing from the 1-year prior to the Offer Announcement Date up till the Latest Practicable Date, the market prices of the Shares increased by 11.3% as compared to the 21.1% decline in the closing value of the FSSTI.

We note that the market prices of the Shares have traded above the Offer Price for the period commencing from the Offer Announcement Date up till the Latest Practicable Date.

Shareholders should, however, note that the historical trading performance of the Shares is not indicative of future price levels, which may be affected by factors beyond the scope of our evaluation.

5.2 THE VALUATION REPORTS

As mentioned in paragraph 2 of this IFA Letter, the Company has commissioned the Valuer to value the properties held by the Group and the Valuer have undertaken different approaches to determine the value of the properties. We provide brief highlights of the Valuation Reports below:

Property	Valuation methodology	Tenure	Valuation (millions)
Shenzhen CIMC-Tianda Airport Support Factory	Market approach and cost approach	Remaining term of approximately 44 years expiring on 30 December 2059	RMB876.0
Shenzhen Shekou CIMC Industrial Property(1)	Income approach	Remaining term of approximately 9.6 years expiring on 30 November 2025	RMB24.5
Langfang CIMC Airport Support Factory	Market approach and cost approach	Remaining term of approximately 49 years expiring on 15 April 2065	RMB120.0
Kunshan CIMC Industrial Property	Market approach and cost approach	Remaining term of approximately 49 years expiring on 14 February 2065	RMB149.0
28 Quality Road	Market approach and income approach	30 years lease commencing 1 June 2007 with an option for a further term of 30 years	S$58.0

Note:

(1) The Shenzhen Shekou CIMC Industrial Property is currently leased from 招商局蛇口工业区有限公司 (China Merchants Shekou Industrial Zone Co., Ltd).

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Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

The Valuation Certificates can be found in Appendix V of the Circular and the full Valuation Reports are available for inspection at the registered office of the Company.

5.3 THE NET ASSET VALUE AND REVALUED NET ASSET VALUE OF THE GROUP

We set out below the key information from the statement of financial position of the Group as at 31 December 2015 and 31 March 2016.

S$'millions	Audited 31-Dec-15	Unaudited 31-Mar-16
Current assets	300.1	287.5
Current liabilities	(246.7)	(232.9)
Net current assets	**53.5**	**54.6**
Non-current assets	206.2	204.4
Non-current liabilities	(13.7)	(16.5)
Net assets	**246.0**	**242.5**
Less: Non-controlling interest ("**NCI**")	(39.3)	(38.8)
Net assets attributable to Shareholders	**206.7**	**203.7**

Note:

(1) Totals may not add up due to rounding.

5.3.1 Composition of Assets and Liabilities

31 December 2015

As at 31 December 2015, the Group had total assets of S$506.3 million, mainly comprising trade and other receivables of S$198.0 million, property, plant and equipment of S$109.1 million, investment properties of S$40.7 million, intangible assets (primarily goodwill arising on consolidation, operating rights for automated parking system and software) of S$35.8 million, cash and cash equivalents of S$33.6 million, contract work-in-progress of S$17.4 million and land use rights of S$15.3 million.

Total liabilities as at 31 December 2015 was S$260.4 million, mainly comprising trade and other payables of S$198.9 million, current borrowings of S$20.0 million, provisions (mainly relating to product warranties) of S$17.3 million, deferred income of S$9.5 million and excess of progress billing over contract work-in-progress of S$5.6 million.

31 March 2016

As at 31 March 2016, the Group had total assets of S$491.9 million, mainly comprising trade and other receivables of S$174.7 million, property, plant and equipment of S$109.8 million, investment properties of S$40.0 million, inventories of S$62.0 million, intangible assets of S$35.2 million, cash and cash equivalents of S$33.5 million, contract work-in-progress of S$13.8 million and land use rights of S$14.7 million.

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Total liabilities as at 31 March 2016 was S$249.4 million, mainly comprising trade and other payables of S$188.7 million, current borrowings of S$18.3 million, provisions of S$16.8 million, deferred income of S$10.0 million and excess of progress billing over contract work-in-progress of S$7.0 million.

5.3.2 Trade receivables and inventories

As at 31 March 2016, the Group had trade and other receivables of S$174.7 million and inventories of S$62.0 million which represented 35.5% and 12.6% of the total assets of the Group as at 31 March 2016. We calculated the turnover days of the trade receivables and inventories for the last two financial years ended 31 December 2014 ("**FY2014**") and 31 December 2015 ("**FY2015**") to be as follows:

	FY2014	FY2015
Average trade receivables turnover (days)	199	182
Average inventory turnover (days)	124	79

The Group's average trade receivables turnover days and average inventory turnover days have improved in FY2015 as compared to FY2014.

The Company has confirmed that in their opinion, as at the Latest Practicable Date, no further material provisions for trade receivables or inventory obsolescence is required.

5.3.3 The NAV per Share

NAV per Share[(1)]	
NAV of the Group as at 31 March 2016	S$242,481,000
Total number of issued Shares as at the Latest Practicable Date[(2)]	385,365,703
NAV per Share as at 31 March 2016	S$0.629
NAV (excluding NCI) per Share	
NAV attributable to Shareholders as at 31 March 2016	S$203,653,000
Total number of issued Shares as at the Latest Practicable Date[(2)]	385,365,703
NAV (excluding NCI) per Share as at 31 March 2016	S$0.528

Notes:

(1) We have included the NAV per Share for ease of comparison with the results announcements of the Company. For the purposes of our analysis, we will be focusing on the NAV (excluding NCI) as this is a better reflection of the net assets that are directly attributable to the Shareholders of the Company. The aforesaid explanation similarly applies to our subsequent analysis of the net tangible assets ("**NTA**"), revalued NAV ("**RNAV**") and revalued NTA ("**RNTA**") of the Group.

(2) The total number of issued Shares as at 31 March 2016 was 322,947,152. On 14 April 2016, 62,418,551 deferred Shares were allotted and issued to Sharp Vision Holdings Limited and Shenzhen TGM Ltd. in

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
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connection with the acquisition of 100% of the equity interests in Shenzhen CIMC-Tianda Airport Support Ltd from China International Marine Containers (Hong Kong) Ltd and Shenzhen TGM Ltd.

Based on the unaudited NAV of the Group of S$242.5 million as at 31 March 2016 and the issued share capital of 385,365,703 Shares as at the Latest Practicable Date, the NAV per Share was S$0.629.

Based on the unaudited NAV of the Group (excluding NCI) of S$203.7 million as at 31 March 2016 and the issued share capital of 385,365,703 Shares as at the Latest Practicable Date, the NAV (excluding NCI) per Share was S$0.528.

5.3.4 THE REVALUED NET ASSET VALUE OF THE GROUP

We have discussed with management the following factors which may materially impact the NAV of the Group as at 31 March 2016:

(a) Valuation Reports

We note that the market value of the properties held by the Group as at 30 April 2016, as opined by the Valuer, is higher than the net book value of the properties as at 30 March 2016. This will result in a revaluation surplus which will impact our assessment of the RNAV of the Group.

We set out below the market values of the properties held by the Group and the gross revaluation surplus both before and after deducting any potential tax liabilities arising from the revaluation of the properties:

Property	Net book value as at 31 March 2016 (S$'m)	Market Value as at 30 April 2016 (S$'m)	Revaluation surplus before potential tax liabilities[(2)] (S$'m)	Revaluation surplus after potential tax liabilities[(3)] (S$'m)	Percentage attributable to the Group (S$'m)	Share of revaluation surplus after potential tax liabilities attributable to the Group (S$'m)
Shenzhen CIMC-Tianda Airport Support Factory	52.9	182.6	129.7	110.2	70.0%	77.2
Shenzhen Shekou CIMC Industrial Property	1.4	5.1	3.7	3.1	70.0%	2.2

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Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

Property	Net book value as at 31 March 2016 (S$'m)	Market Value as at 30 April 2016 (S$'m)	Revaluation surplus before potential tax liabilities[2] (S$'m)	Revaluation surplus after potential tax liabilities[3] (S$'m)	Percentage attributable to the Group (S$'m)	Share of revaluation surplus after potential tax liabilities attributable to the Group (S$'m)
Langfang CIMC Airport Support Factory	18.6	25.0	6.5	4.8	70.0%	3.4
Kunshan CIMC Industrial Property	13.6	31.1	17.4	13.1	70.0%	9.1
28 Quality Road	54.7	58.0	3.3	3.3	100.0%	3.3
Total	**141.3**	**301.8**	**160.5**	**134.6**		**95.2**

Notes:

(1) Totals may not add up due to rounding. Based on an exchange rate of S$1:RMB4.797 as at 31 March 2016. RMB refers to the Renminbi;

(2) Calculated based on the difference between the market value the respective properties as at 30 April 2016 as opined by the Valuer and the net book value of the respective properties as at 31 March 2016; and

(3) Potential tax liabilities arising from hypothetical sale of properties as advised by the Company.

The Valuation Certificates can be found in Appendix V of the Circular and the full Valuation Reports are available for inspection at the registered office of the Company.

(b) Sale of assets held for sale and unquoted equity security

As at 31 March 2016, the Groups had assets held for sale of S$3.34 million comprising three (3) properties in Malaysia. We understand that the Company had entered into a sale and purchase agreement for the sale of these three properties which is expected to result in a net gain (after potential tax liabilities) of approximately S$3.5 million upon completion.

We also understand from the Company that it will be selling its unquoted equity security which is expected to result in a net gain of S$1.15 million.

(c) Dividend for FY2015

For FY2015, the Company declared a final tax exempt (one-tier) dividend of 1.0 Singapore cents per share, amounting to a total of S$3.9 million, which was paid on 11 May 2016. The

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
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Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

Group's financial statements as at 31 March 2016 did not reflect the payment of the FY2015 Dividend.

(d) RNAV

Save for the above mentioned factors, the Directors have confirmed to us that, to the best of their knowledge and belief, there were no material contingent liabilities, unrecorded assets and liabilities, unrecorded earnings, expenses or provisions as at the Latest Practicable Date which could have a material impact on the NAV of the Group as at 31 March 2016.

For the purpose of our assessment of the Offer Price, we set out below the computation of the Group's RNAV as at 31 March 2016.

RNAV per Share	
NAV of the Group as at 31 March 2016 (S$'million)	242.5
add: Gross revaluation surplus arising from revalued properties less potential tax liabilities (S$'million)	134.6
add: Gain from sale of assets held for sale and unquoted equity security (S$'million)	4.6
less: Payment of FY2015 Dividend (S$'million)	(3.9)
RNAV as at 31 March 2016 (S$'million)	377.8
RNAV per Share as at 31 March 2016 (S$)	0.980

RNAV (excluding NCI) per Share	
NAV attributable to Shareholders as at 31 March 2016 (S$'million)	203.7
add: Share of revaluation surplus arising from revalued properties after potential tax liabilities attributable to the Group (S$'million)	95.2
add: Gain from sale of assets held for sale and unquoted equity security (S$'million)	4.6
less: Payment of FY2015 Dividend (S$'million)	(3.9)
RNAV (excluding NCI) as at 31 March 2016 (S$'million)	**299.6**
RNAV (excluding NCI) per Share as at 31 March 2016 (S$)	**0.777**
Discount of Offer Price to RNAV (excluding NCI) per Share as at 31 March 2016	**5.4%**

Note:

(1) Total may not add up due to rounding.

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
Address 地址 3 Shenton Way, #24-02 Shenton House, Singapore 068805 珊顿道 3 号，珊顿大厦#24-02，新加坡 068805
Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

Shareholders should note that the above analysis assumes the hypothetical sale of the assets (including the revalued properties) of the Group as at the Latest Practicable Date. The Directors have confirmed to us that the Group does not have current plans for an imminent material disposal and/or conversion of the use of the Group's properties and/or material change in the nature of the Group's business as at the Latest Practicable Date.

We note from the Offer Document that the Offeror has no current intention to make major changes to (a) the business of the Company; (b) the deployment of the fixed assets of the Company; or (c) the employment of the employees of the Group.

Based on the above, we note that the Offer Price represents a discount of 5.4% (or S$0.042) to the RNAV (excluding NCI) per Share of S$0.777 as at 31 March 2016.

5.3.5 The NTA per Share

NTA per Share	
NAV of the Group as at 31 March 2016	S$242,481,000
less: Intangibles[(1)]	(S$35,157,000)
NTA of the Group as at 31 March 2016	S$207,324,000
Total number of issued Shares as at the Latest Practicable Date[(2)]	385,365,703
NTA per Share as at 31 March 2016	S$0.538

NTA (excluding NCI) per Share	
NAV attributable to Shareholders as at 31 March 2016	S$203,653,000
less: Intangibles[(1)]	(S$35,157,000)
NTA (excluding NCI) of the Group as at 31 March 2016	S$168,496,000
Total number of issued Shares as at the Latest Practicable Date[(2)]	385,365,703
NTA (excluding NCI) per Share as at 31 March 2016	S$0.437

Note:

(1) Based on the classification of intangible assets adopted by the Company in its FY2015 annual report. Intangibles refer to goodwill arising from consolidation, software and operating rights for automated parking systems.

(2) The total number of issued Shares as at 31 March 2016 was 322,947,152. On 14 April 2016, 62,418,551 deferred Shares were allotted and issued to Sharp Vision Holdings Limited and Shenzhen TGM Ltd. in connection with the acquisition of 100% of the equity interests in Shenzhen CIMC-Tianda Airport Support Ltd from China International Marine Containers (Hong Kong) Ltd and Shenzhen TGM Ltd.

Based on the unaudited NAV of the Group of S$242.5 million and intangible assets of S$35.2 million as at 31 March 2016 and the issued share capital of 385,365,703 Shares as at the Latest Practicable Date, the NTA per Share was S$0.538.

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
Address 地址 3 Shenton Way, #24-02 Shenton House, Singapore 068805 珊顿道 3 号，珊顿大厦#24-02，新加坡 068805
Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

Based on the unaudited NAV of the Group (excluding NCI) of S$203.7 million and intangible assets of S$35.2 million as at 31 March 2016 and the issued share capital of 385,365,703 Shares as at the Latest Practicable Date, the NTA per Share was S$0.437.

5.3.6 The Offer Price versus the RNTA per Share

RNTA per Share	
RNAV as at 31 March 2016 (S$'million)	377.8
less: Intangibles (S$'million)	(35.2)
RNTA as at 31 March 2016 (S$'million)	342.7
RNTA per Share as at 31 March 2016 (S$)	0.889

RNTA (excluding NCI) per Share	
RNAV (excluding NCI) as at 31 March 2016 (S$'million)	299.6
less: Intangibles (S$'million)	(35.2)
RNTA (excluding NCI) as at 31 March 2016 (S$'million)	264.5
RNTA (excluding NCI) per Share as at 31 March 2016 (S$)	0.686
Premium of Offer Price to RNTA (excluding NCI) per Share as at 31 March 2016	7.1%

Note:

(1) Total may not add up due to rounding.

Based on the RNAV of the Group of S$377.8 million and intangible assets of S$35.2 million as at 31 March 2016 and the issued share capital of 385,365,703 Shares as at the Latest Practicable Date, the RNTA per Share was S$0.889.

Based on the RNAV of the Group (excluding NCI) of S$299.6 million and intangible assets of S$35.2 million as at 31 March 2016 and the issued share capital of 385,365,703 Shares as at the Latest Practicable Date, the RNTA (excluding NCI) per Share was S$0.686. The Offer Price represents a premium of 7.1% (or S$0.049) to the RNTA (excluding NCI) per Share of S$0.686 as at 31 March 2016.

5.4 THE VALUATION OF THE GROUP IMPLIED BY THE OFFER PRICE VERSUS THE VALUATION OF COMPANIES COMPARABLE TO THE GROUP

The Group are suppliers of passenger boarding bridges and integrated solutions providers of airport facility equipment including logistics systems (Baggage Handling and Materials Handling), and ground support equipment. In addition, the Group also manufactures and supplies Materials Handling Systems and Automated Parking Systems for other commercial sectors. Comparison is therefore made to listed companies whose businesses are broadly comparable to the Group ("**Comparable Companies**") to assess the Offer Price in relation to the valuation of the Comparable Companies as implied by their last traded prices as at the Latest Practicable Date.

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
Address 地址 3 Shenton Way, #24-02 Shenton House, Singapore 068805 珊顿道 3 号，珊顿大厦#24-02，新加坡 068805
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We had discussions with management about the suitability and reasonableness of the Comparable Companies. We wish to highlight that the Comparable Companies are not exhaustive and it should be noted that there may not be any listed company that is directly comparable to the Group in terms of location, business activities, customer base, size of operations, asset base, geographical markets, track record, financial performance, operating and financial leverage, future prospects, liquidity, quality of earnings, accounting policies, risk profile and other relevant criteria.

In view of the above, it should be noted that any comparison made with respect to the Comparable Companies merely serves as an illustration and that the conclusions drawn from the comparisons may not necessarily reflect the perceived market valuation of the Company as at the Latest Practicable Date.

A brief description of the Comparable Companies is set out below:

Names	Listing Location	Brief Business Description	Market Capitalisation as at the Latest Practicable Date [1] [2] (S$ million)
Weihai Guangtai Airport Equipment Co Ltd ("**Weihai Guangtai**")	PRC	Weihai Guangtai manufactures and markets ground equipment for airports.	2,036
Daifuku Co Ltd ("**Daifuku**")	Japan	Daifuku designs, manufactures, and sells material handling equipment such as automated storage systems, conveyors, and automatic sorters. Daifuku's products are used for automation in manufacturing and distribution businesses.	2,967
Kardex AG ("**Kardex**")	Switzerland	Kardex provides products and services in the logistics of dynamic storage and retrieval systems, static storage systems and automated warehouse and materials handling systems. Kardex offers its products and services in Euro countries, other European countries, the Americas, Asia, and the Pacific Rim.	839

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Names	Listing Location	Brief Business Description	Market Capitalisation as at the Latest Practicable Date [1] [2] (S$ million)
Interroll Holding AG ("**Interroll**")	Switzerland	Interroll, through its subsidiaries, produces components and systems for the storage and distribution of goods. Interroll's products include conveyor rollers, bulk storage, dynamic storage, and automation equipment. Interroll's products provide solutions for storage, distribution, and commissioning of goods.	1,162
John Bean Technologies Corp ("**John Bean**")	United States	John Bean is a technology solutions provider to the food processing and air transportation industries. John Bean designs, manufactures, tests and services systems and products for global industrial food processing customers through its FoodTech segment and for domestic and international air transportation customers through its AeroTech segment.	2,455
Shinmaywa Industries Ltd ("**Shinmaywa**")	Japan	Shinmaywa manufactures special duty vehicles such as dump trucks and cranes. Shinmaywa also produces aircraft parts, industrial machinery, sky-parking systems, and environmental systems such as underwater kitchen refuse decomposers.	932
Hyundai Elevator Co Ltd ("**Hyundai Elevator**")	Korea	Hyundai Elevator manufactures, installs, sells, and services elevators, escalators, moving walkways, automated parking systems, and material handling systems. Hyundai Elevator also produces screen doors used on platforms in train stations.	1,583

Source: Bloomberg Finance L.P., annual reports, announcements and websites of respective companies

Notes:

(1) Market capitalisation of the Comparable Companies are based on their respective closing prices as at the Latest Practicable Date.

(2) Based on the closing exchange rate of S$1:RMB4.7537, S$1:JPY79.91, S$1:CHF0.7186, S$1:USD0.7250 and S$1:KRW857.53, as at the Latest Practicable Date. JPY, CHF, USD and KRW refers to the Japanese Yen, the Swiss Franc, the United States Dollar and the Korean Won respectively.

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For the comparison with the Comparable Companies, we have referred to various valuation ratios to provide an indication of the market expectations with regard to the valuation of these companies. In this respect, we have considered the following widely used ratios:

Valuation Ratio	General Description
EV/EBITDA	"EV" or "Enterprise Value" is defined as the sum of a company's market capitalisation, preferred equity, minority interests, short term and long term debts less its cash and cash equivalents. "EBITDA" stands for earnings before interest, tax, depreciation and amortisation but after share of associates' and joint ventures' income but excluding exceptional items. The "EV/EBITDA" multiple is an earnings-based valuation methodology that does not take into account the capital structure of a company as well as its interest, taxation, depreciation and amortisation charges. Therefore, it serves as an illustrative indicator of the current market valuation of the business of a company relative to its pre-tax operating cash flow and performance.
Price-to-Earnings ("**P/E**")	The P/E ratio illustrates the ratio of the market price of a company's share relative to its historical consolidated earnings per share. The P/E ratio is affected by, *inter alia*, the capital structure of a company, its tax position as well as its accounting policies relating to among others, depreciation and amortisation.
Price-to-Net Asset Value ("**P/NAV**")	P/NAV ratio illustrates the ratio of the market price of a company's share relative to its asset backing as measured in terms of its historical consolidated NAV per share as stated in its financial statements. The NAV figure provides an estimate of the value of a company assuming the sale of all its tangible and intangible assets, the proceeds which are first used to settle its liabilities and obligations with the balance available for distribution to its shareholders. Comparisons of companies using their book NAVs are affected by differences in their respective accounting policies, in particular their depreciation and asset valuation policies.
Price-to-Net Tangible Asset ("**P/NTA**")	P/NTA ratio illustrates the ratio of the market price of a company's share relative to its historical net tangible assets ("**NTA**") per share as recorded in its financial statements. The NTA figure provides an estimate of the value of a company assuming the sale of all its tangible assets, the proceeds which are first used to settle its liabilities and obligations with the balance available for distribution to its shareholders. Comparisons of companies using their NTAs are affected by differences in their respective accounting policies, in particular, their depreciation and asset valuation policies.

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
Address 地址 3 Shenton Way, #24-02 Shenton House, Singapore 068805 珊顿道 3 号，珊顿大厦#24-02，新加坡 068805
Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

We set out in the table below the financial ratios of the Comparable Companies as at the Latest Practicable Date:

	Net Profit / (Loss)[(1)] (S$'m)	EV / EBITDA[(2)] (times)	P/E[(3)] (times)	P/NAV[(4)] (times)	P/NTA[(4)] (times)
Weihai Guangtai	39.8	34.3	53.0	4.8	6.4
Daifuku	157.7	8.7	17.4	1.9	2.2
Kardex	43.3	10.4	19.1	4.2	4.3
Interroll	41.9	13.8	28.5	4.0	5.1
John Bean	73.5	17.6	33.6	12.9	n.m.[(5)]
Shinmaywa	118.8	3.0	7.2	0.7	0.7
Hyundai Elevator	(71.6)	7.8	n.m.[(5)]	2.2	3.0
Maximum		34.3	53.0	12.9	6.4
Minimum		3.0	7.2	0.7	0.7
Mean		13.7	26.5	4.4	3.6
Median		10.4	23.8	4.0	3.7
The Group[(6)] (Based on Offer Price)	13.5	9.3	21.0	1.4	1.7
				P/RNAV	**P/RNTA**
The Group[(7)] (Based on Offer Price, RNAV (excluding NCI) and RNTA (excluding NCI))				0.9	1.1

Source: Bloomberg Finance L.P., annual reports and/or announcements of the respective companies, and other publicly available information.

Notes:

(1) The net profit / loss attributable to shareholders in the most recent last twelve months ("**LTM**") compiled from the respective companies' financial results. Net profit / loss figures are based upon the average exchange rates prevailing during the corresponding LTM period for each respective company.

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Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

(2) The EBITDA figures of the Comparable Companies are based upon the LTM information compiled from the respective companies' financial results. EV of the companies are based on their respective market capitalisations as at the Latest Practicable Date.

(3) The P/E ratios of the Comparable Companies are based on (i) their respective closing prices as at the Latest Practicable Date; and (ii) the net profits attributable to shareholders in the LTM compiled from the respective companies' financial results.

(4) The P/NAV and P/NTA ratios of the Comparable Companies are based on (i) their respective closing prices as at the Latest Practicable Date; and (ii) the most recent NAV and NTA attributable to shareholders as announced by the respective companies.

(5) Not meaningful as John Bean was in a net tangible liabilities position and Hyundai Elevator was loss making in the LTM.

(6) Based on the Offer Price of S$0.735 and the Group's LTM financials.

(7) Based on the Offer Price of S$0.735, RNAV (excluding NCI) per Share of S$0.777 and RNTA (excluding NCI) per Share of S$0.686 as at 31 March 2016. Please refer to paragraphs 5.3.4 and 5.3.6 of this IFA Letter for further information on the RNAV and RNTA.

For illustrative purpose only, based on the above ratio analysis, we note that:

(a) the EV/EBITDA ratio of the Group, as implied by the Offer Price, is within the range, and below the mean and the median EV/EBITDA ratios of the Comparable Companies;

(b) the P/E ratio of the Group, as implied by the Offer Price, is within the range, and below the mean and the median P/E ratios of the Comparable Companies;

(c) the P/NAV and P/NTA ratios of the Group, as implied by the Offer Price, are within the range, and below the mean and the median P/NAV and P/NTA ratios of the Comparable Companies respectively; and

(d) the P/RNAV and P/RNTA ratios of the Group, as implied by the Offer Price, the RNAV (excluding NCI) and the RNTA (excluding NCI), are within the range, and below the mean and the median P/NAV and P/NTA ratios of the Comparable Companies.

5.5 COMPARISON WITH THE REVERSE TAKEOVER OF THE COMPANY BY SHENZHEN CIMC-TIANDA AIRPORT SUPPORT LTD.

The Company announced the completion of the reverse takeover of the Company by Shenzhen CIMC-Tianda Airport Support Ltd. ("**Tianda**") (the "**RTO**") on 19 August 2014 ("**RTO Completion Date**").

As set out in the Company's circular in relation to the RTO dated 24 June 2014 (the "**RTO Circular**"), the consideration for the acquisition of Tianda shall be between S$102,500,000 ("**RTO Minimum Consideration**") and S$151,152,000 ("**RTO Maximum Consideration**"), to be satisfied by the issue and allotment of new ordinary shares in the capital of the Company ("**RTO Consideration Shares**") to the vendors of Tianda at an issue price of S$0.13 or an issue price of S$0.65 ("**RTO Issue Price**") for each RTO Consideration Share after the share consolidation of five existing shares to one consolidated share in the Company.

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
Address 地址 3 Shenton Way, #24-02 Shenton House, Singapore 068805 珊顿道 3 号，珊顿大厦#24-02，新加坡 068805
Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

Based on the Company's announcements between the RTO Completion Date and the Offer Announcement Date, the last tranche of RTO Consideration Shares was issued to Sharp Vision Holdings Limited and Shenzhen TGM Ltd. on 14 April 2016.

5.5.1 The Valuation of Tianda in the RTO as compared to the Valuation of the Group in this Offer

Based on the Company's annual report for the financial year ended 31 December 2015 ("**FY2015**"), Tianda's passenger boarding bridge and automated parking system business was the main contributor of the Group's profit before income tax contributing a profit before income tax of S$20.7 million or 94.7% of the Group's profit before income tax for FY2015.

Further, given that the last tranche of RTO Consideration Shares was only issued on 14 April 2016, we compare the valuation of Tianda in the RTO (based on the RTO Maximum Consideration) with the valuation of the Group as implied by the Offer as follows:

	Valuation of Tianda in the RTO (1)	**Valuation of the Group in the Offer (2)**
P/E ratio	10.8 times	21.0 times
P/E ratio as compared to the listed comparable companies	Within the range but lower than the mean (24.0 times) and median (21.3 times)	Within the range but lower than the mean (26.5 times) and median (23.8 times)
EV/EBITDA ratio	8.9 times	9.3 times
EV/EBITDA ratio as compared to the listed comparable companies	Within the range but lower than the mean (13.8 times) and median (9.7 times)	Within the range but lower than the mean (13.7 times) and median (10.4 times)
P/NAV ratio	2.0 times	1.4 times
P/NAV ratio as compared to the listed comparable companies	Within the range but lower than the mean (2.7 times) and median (2.8 times)	Within the range but lower than the mean (4.4 times) and median (4.0 times)
P/NTA ratio	2.1 times	1.7 times
P/NTA ratio as compared to the listed comparable companies	Within the range but lower than the mean (3.0 times) and median (3.4 times)	Within the range but lower than the mean (3.6 times) and median (3.7 times)

Notes:

(1) As extracted from Appendix A of the RTO Circular. We note that the valuation ratios for the RTO were calculated based on the then latest full year financial statements of Tianda Group and its comparable companies.

(2) Based on the most recent last twelve months financial statements of the Group and its Comparable Companies as set out in paragraph 5.4 of this IFA Letter.

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
Address 地址 3 Shenton Way, #24-02 Shenton House, Singapore 068805 珊顿道 3 号，珊顿大厦#24-02，新加坡 068805
Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

As set out in the table above:

(a) the P/E, EV/EBITDA, P/NAV and P/NTA ratios of Tianda in the RTO and the P/E, EV/EBITDA, P/NAV and P/NTA ratios of the Group in the Offer, are all within the range but below the mean and median of its comparable companies;

(b) while the P/NAV ratio and the P/NTA ratio of the Group in the Offer are lower than the P/NAV ratio and the P/NTA ratio of Tianda in the RTO, the P/E ratio of the Group in the Offer is significantly higher compared to the P/E ratio of Tianda in the RTO; and

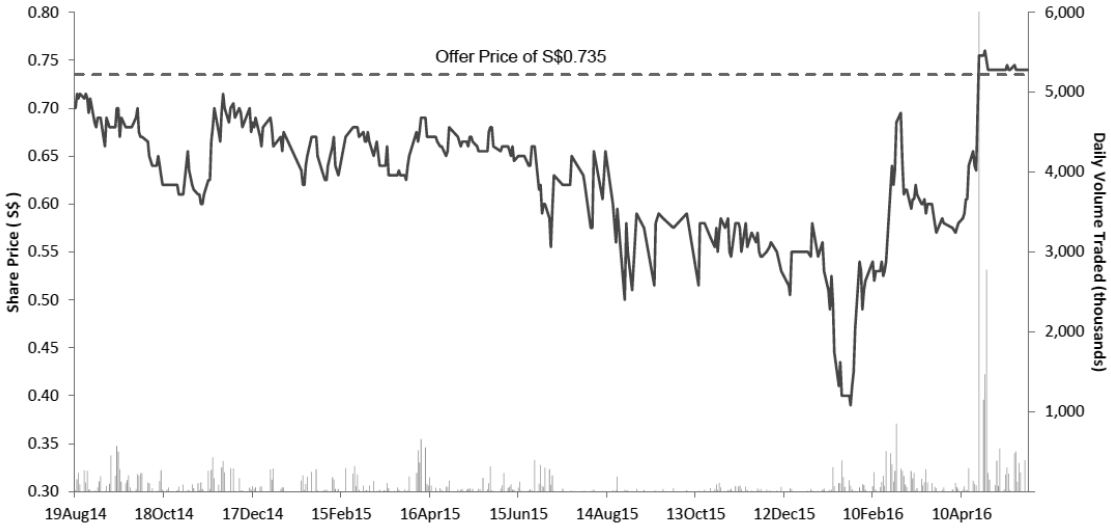
(c) the EV/EBITDA ratio of the Group in the Offer is also slightly higher than the EV/EBITDA ratio of Tianda in the RTO.

We also note that the Company had commissioned Jones Lang LaSalle Corporate Appraisal and Advisory Limited to undertake an independent valuation of Tianda and its subsidiaries (the "**Tianda Group**") for purposes of the RTO. Based on the valuation report from Jones Lang LaSalle Corporate Appraisal and Advisory Limited, the valuation of the Tianda Group as at 31 December 2013 was approximately S$197.6 million ("**Tianda Group Valuation**"). The RTO Maximum Consideration of S$151.2 million was at a discount of 23.5% to the Tianda Group Valuation.

5.5.2 Comparison of the Company's Share Price after the RTO

As mentioned above, the RTO Issue Price is S$0.65 for each RTO Consideration Share.

We set out below the historical price chart (based on closing prices and the number of Shares traded on a daily basis) for the Shares during the period commencing from 19 August 2014 (being the RTO Completion Date) up to the Latest Practicable Date:



As set out above, the Shares have not traded above the Offer Price from the RTO Completion Date to the Offer Announcement Date.

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
Address 地址 3 Shenton Way, #24-02 Shenton House, Singapore 068805 珊顿道 3 号，珊顿大厦#24-02，新加坡 068805
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We also note that the Offer Price of S$0.735 represents a premium of 13.1% to the RTO Issue Price of S$0.65.

5.5.3 Implied Valuation of the Group post-RTO

Based on the Tianda Group Valuation, the RTO Issue Price and the 109,697,651 Shares in the capital of the Company prior to the issuance of the RTO Consideration Shares, the implied valuation of the Group (immediately post-RTO) would be approximately S$268.9 million ("**Implied RTO Valuation**"). The valuation of the Group, as implied by the Offer Price and the share capital of the Company as at the Latest Practicable Date, is at a 5.3% premium to the Implied RTO Valuation.

5.5.4 Post-RTO disposal of 30% of Tianda

Following the completion of the RTO, Tianda became an unlisted subsidiary of the Company. On 7 July 2015, the Company announced the completion of the disposal of a non-controlling 30% equity interest in Tianda to a third party at a consideration of US$40.3 million (equivalent to S$54.4 million).

Based on the Company's announcement dated 5 March 2015, the disposal served to strengthen the Company's financial position and enhance the cash position of the Company. The consideration for the disposal was based on arm's length negotiations and was arrived at on a willing-buyer willing seller basis. The consideration for the disposal was determined based on a P/E ratio of 9.5 times of the net profit after tax of Tianda for FY2014, and after taking into account, *inter alia*, Tianda's financial track record and competitive position. We note that the disposal P/E ratio of 9.5 times is lower than the P/E ratio of 21.0 times for the Group as implied by the Offer Price.

5.6 COMPARISON WITH RECENT TRANSACTIONS

For the purposes of our assessment, we have compared the financial terms of the Offer with those of selected transactions that were announced since July 2014 and up to the Latest Practicable Date, which involved either voluntary delisting offers under Rule 1307 of the Listing Manual, offers being made by way of a scheme of arrangement under Section 210 of the Companies Act or general takeover offers under the Code where the offeror has stated its intentions to delist the listed company from the SGX-ST ("**Recent Transactions**").

This analysis serves as a general indication of the relevant premium/discount that the offerors had paid in order to acquire the target companies without having regard to their specific industry characteristics or other considerations, and the comparison sets out the premium or discount represented by each of the respective offer prices to the last transacted prices and VWAPs prior to the announcement of the respective Recent Transactions.

We wish to highlight that the premium that an offeror pays in any particular takeover depends on various factors such as the potential synergy that the offeror can gain by acquiring the target, the presence of competing bids for the target, prevailing market conditions and sentiments, attractiveness and profile of the target's business and assets, size of consideration and existing and desired level of control in the target. The comparison below is made without taking into consideration the underlying liquidity of the shares and the performance of the shares of the relevant companies below. Further, the list of target companies involved in Recent Transactions set out in the analysis below are not directly comparable with the Group in terms of size of operations, market capitalisation, business activities, asset base, geographical spread,

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
Address 地址 3 Shenton Way, #24-02 Shenton House, Singapore 068805 珊顿道 3 号，珊顿大厦#24-02，新加坡 068805
Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

track record, accounting policy, financial performance, operating and financial leverage, future prospects and other relevant criteria. Hence, the comparison of the Offer with the Recent Transactions set out below is for illustration purposes only. Conclusions drawn from the comparisons made may not reflect any perceived market valuation of the Group.

			Premium / (Discount) of Offer Price over/(to):				
	Announcement Date	Type[35]	Last Transacted Price (%)	1-month VWAP (%)	3-month VWAP (%)	6-month VWAP (%)	Offer Price / NTA (times)
Lee Kim Tah Holdings Limited[1]	25-Sep-14	VGO	6.4	11.8	12.3	13.5	1.0
Perennial China Retail Trust[2]	27-Oct-14	VGO	29.6	34.0	33.0	32.1	0.9
Forterra Trust[3]	4-Nov-14	MGO	32.4	51.1	49.7	39.8	0.6
ECS Holdings Limited[4]	14-Nov-14	VGO	11.5	9.0	11.5	9.3	0.6
euNetworks Group Limited[5]	17-Nov-14	MGO / VD	32.6	58.4	69.2	101.2	2.1
UE E&C Ltd[6]	28-Nov-14	VGO	(2.3)	2.7	5.0	(2.9)	1.2
CH Offshore Ltd[7]	11-Dec-14	VGO	18.3	20.1	17.0	16.8	1.0
STATS ChipPAC Ltd[8]	30-Dec-14	VGO	1.3	7.1	(7.5)	(22.5)	1.9
LCD Global Investments Ltd[9]	12-Jan-15	VGO	10.0	11.5	13.4	13.4	1.2
Popular Holdings Limited[10]	14-Jan-15	VGO	39.1	39.7	37.3	32.2	1.2
Keppel Land Limited[11]	23-Jan-15	VGO	20.0	25.0	28.8	28.2	0.9
Action Asia Limited[12]	27-Feb-15	VD	69.6	67.6	66.7	64.5	0.8
United Envirotech Ltd[13]	5-Mar-15	VGO	12.6	16.5	20.2	28.1	7.2
Junma Tyre Cord Company Limited[14]	10-Mar-15	VD	222.6	162.3	174.7	167.7	0.9
Lizhong Wheel Group Ltd.[15]	17-Aug-15	VGO	96.1	87.3	79.2	92.3	0.6
Chosen Holdings Limited[16]	1-Sep-15	VGO	21.2	26.3	27.0	33.3	0.9
Eastern Holdings Ltd.[17]	22-Sep-15	VD	41.7	67.3	34.1	25.7	0.8
Zagro Asia Limited[18]	3-Nov-15	VD	15.4	19.0	20.0	16.3	0.9
Tiger Airways Holdings Limited[19]	6-Nov-15	VGO	45.2	48.5	56.3	50.0	5.4
Sinotel Technologies Ltd.[20]	30-Nov-15	VD	50.6	30.6	45.5	(4.5)	0.8
Neptune Orient Lines Limited[21]	7-Dec-15	VGO	48.6	51.0	32.9	30.7	1.0
Li Heng Chemical Fibre Technologies Limited[22]	22-Dec-15	VGO	115.1	100.8	104.5	60.3	0.4
China Dairy Group Ltd.[23]	30-Dec-15	VD	77.3	96.4	82.5	82.5	1.1
Lantrovision (S) Ltd[24]	27-Jan-16	SOA	47.7	42.8	46.2	56.6	1.5
China Yongsheng Limited[25]	24-Feb16	VGO	52.4	67.4	62.4	56.9	0.7

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Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

	Announcement Date	Type[35]	Premium / (Discount) of Offer Price over/(to): Last Transacted Price (%)	1-month VWAP (%)	3-month VWAP (%)	6-month VWAP (%)	Offer Price / NTA (times)
Xinren Aluminium Holdings Limited [26]	25-Feb-16	VGO	25.1	49.6	50.0	48.5	n.m.
Interplex Holdings Ltd [27]	29-Feb-16	VGO	15.5	11.1	13.1	16.5	5.3
OSIM International Ltd [28]	7-Mar-16	VGO	27.0	40.9	42.5	16.7	4.6
Select Group Limited [29]	23-Mar-16	VGO	23.5	37.9	43.4	31.6	3.8
Abundance International Limited [30]	24-Mar-16	MGO	72.4	65.6	67.2	40.4	1.3
Xyec Holdings Co., Ltd [31]	29-Mar-16	VD	50.0	49.3	49.3	53.8	1.5
China Merchants Holdings (Pacific) Limited [32]	9-May-16	VGO	22.9	21.9	25.5	20.1	n.m.
Eu Yan Sang International Ltd [33]	16-May-16	VGO	2.6	8.5	16.5	24.7	1.7
Maximum			222.6	162.3	174.7	167.7	7.2
Minimum			(2.3)	2.7	(7.5)	(22.5)	0.4
Mean			41.0	43.6	43.3	38.6	1.7
Median			29.6	39.7	37.3	31.6	1.0
The Group[34] (Based on Offer Price)	21-Apr-16	VGO	15.7	19.3	24.6	29.4	1.1

Notes:

(1) Based on the revalued NAV per share (taking into account contingent tax liability) of S$1.107 as at 30 June 2014.

(2) Based on the NAV per share of S$0.74 as at 30 September 2014.

(3) Based on the revalued NAV per share of S$3.87 as at 30 September 2014.

(4) Based on the unaudited NAV per share of S$1.06 as at 30 September 2014.

(5) Based on the NTA per share of S$0.565 as at 31 December 2014.

(6) Based on the adjusted NAV per share of S$1.05 stated in the independent financial adviser letter to UE E&C Ltd less goodwill as at 30 September 2014.

(7) Based on the revalued NTA of US$291.06 million as at 31 December 2014.

(8) Based on the NTA (excluding the value of perpetual securities) of US$393,641,000 as at 29 March 2015.

(9) Based on the unaudited NTA of S$285.65 million as at 31 December 2014.

(10) Based on the unaudited revalued NTA attributable to shareholders (taking into account the revaluation surplus arising from the revalued properties) of S$218.1 million as at 31 October 2014.

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
Address 地址 3 Shenton Way, #24-02 Shenton House, Singapore 068805 珊顿道 3 号，珊顿大厦#24-02，新加坡 068805
Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

(11) Based on the NAV per share of S$4.95 as at 31 December 2014.

(12) Based on the unaudited consolidated NTA per share of S$0.233 as at 31 March 2015.

(13) Based on the unaudited NAV of S$702,655,000 stated in the independent financial adviser letter to United Envirotech Ltd less goodwill and intangible assets as at 31 December 2014.

(14) Based on the revalued NTA per share of S$0.21 as at 31 December 2014.

(15) Based on the revalued NTA per share of S$0.86 as at 30 June 2015.

(16) Based on the revalued NTA per share of S$0.2826 as at 30 June 2015.

(17) Based on the revalued NTA per share of S$0.515 as at 30 September 2015.

(18) Based on the revalued NTA per share of S$0.35 as at 30 June 2015.

(19) Based on the NTA per share of S$0.0836 as at 30 September 2015.

(20) Based on the NTA per share of S$0.158 as at 30 September 2015.

(21) Based on the NTA per share of S$1.284 as at 18 September 2015.

(22) Based on the RNAV per share of RMB10.46 as at 30 September 2015.

(23) Based on the RNAV per share of RMB0.884 as at 31 December 2015.

(24) Based on the NAV per Share of S$2.21 as at 31 December 2015.

(25) Based on the NTA per Share of RMB0.2071 as at 31 December 2015.

(26) n.m. – Not meaningful as Xinren Aluminium Holdings Limited was in a net tangibles liabilities position based on the equity attributable to equity holders of the parent and intangible assets as at 31 December 2015.

(27) Based on the NTA per share of S$0.153 as at 31 December 2015.

(28) Based on the NTA per share of S$0.305 as at 31 December 2015.

(29) Based on the adjusted NTA per Share of S$0.14 as at 31 December 2015.

(30) Based on the NTA per share of S$0.0373 as at 31 December 2015.

(31) Based on the NTA per Share of S$0.20 as at 30 September 2015.

(32) n.m. - Not meaningful as China Merchants Holdings (Pacific) Limited was in a net tangible liabilities position as at 31 March 2016.

(33) Based on the NTA per Share of S$0.343 as at 31 March 2016.

(34) Based on the Offer Price of S$0.735, the last transacted price of S$0.635 for the Shares on 20 April 2016, being the Last Trading Day, the respective VWAP periods up to and including the Last Trading Day, and the RNTA (excluding NCI) per Share of S$0.686.

(35) VGO – Voluntary General Offer, VD – Voluntary Delisting, MGO – Mandatory General Offer, SOA – Scheme of Arrangement.

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
Address 地址 3 Shenton Way, #24-02 Shenton House, Singapore 068805 珊顿道 3 号，珊顿大厦#24-02，新加坡 068805
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Based on the above, we note that:

(i) the premium implied by the Offer Price over the last transacted price, VWAP for the 1-month, 3-month and 6-month prior to the Offer Announcement Date of the Shares is within the range and below the mean and median premiums of Recent Transactions; and

(ii) the ratio of the Offer Price over the NTA of the Shares, as implied by the RNTA (excluding NCI), is within the range, below the mean and above the median offer price over NTA ratios of Recent Transactions.

5.7 THE FINANCIAL PERFORMANCE OF THE GROUP

A summary of the consolidated income statements of the Group for the three financial years ended 31 December ("**FY**") 2015 and the three months period ended 31 March 2015 ("**1Q2015**") and 31 March 2016 ("**1Q2016**") respectively is set out below:

	Audited			Unaudited	
S$'000	**FY2013[(1)]**	**FY2014[(1)]**	**FY2015**	**1Q2015**	**1Q2016**
Revenue	174,755	240,581	341,335	29,036	41,886
Net profit/(loss)	14,707	13,343	18,327	(430)	526
Profit/(loss) attributable equity holders of the Company	14,344	13,019	13,210	(504)	(254)

Note:

(1) The RTO of the Company by Tianda was completed on 19 August 2014. The consolidated financial statements represent a continuation of the consolidated financial statements of the Tianda Group.

FY2014 versus FY2013

Revenue increased by 37.7% (or S$65.8 million) from S$174.8 million in FY2013 to S$240.6 million in FY2014, mainly attributable to (i) higher contribution from the passenger boarding bridge and automated parking system as well as the logistic system business segments in both China and internationally and (ii) revenue contribution from the Pteris group as a result of the reverse acquisition.

Net profit however decreased by 9.3% from S$14.7 million in FY2013 to S$13.3 million in FY2014, mainly attributable to (i) higher staff costs as a result of higher headcount in line with the increase in the size of business operations, a general increase in labour costs of Chinese workforce and the inclusion of the Company's staff cost following the completion of the reverse takeover in August 2014 and (ii) increase in other operating expenses as a result of higher freight and demurrage charges which was in tandem with the increase in international business activities undertaken by the Group, relocation and startup costs relating to the relocation of the passenger boarding bridges business to a new office and production facility at Bao'an District in Shenzhen, China, and associated costs incurred by the Company arising from the reverse takeover.

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FY2015 versus FY2014

Revenue increased by 41.9% (or S$100.8 million) from S$240.6 million in FY2014 to S$341.3 million in FY2015, mainly attributable to higher contribution from the passenger boarding bridge and automated parking system as well as the logistic system business segments arising from newly secured contracts from both China and internationally.

Net profits increased by 37.4% from S$13.3 million in FY2014 to S$18.3 million in FY2015, mainly attributable to higher rental income and government grants, lower other operating expenses that was offset by higher depreciation and amortisation expenses and staff costs. Nevertheless, after excluding profit attributable to non-controlling interests, profit attributable to equity holders of the Company only increased slightly by 1.5% from S$13.0 million in FY2014 to S$13.2 million in FY2015.

1Q2016 versus 1Q2015

Revenue increased by 44.3% (or S$12.9 million) from S$29.0 million in 1Q2015 to S$41.9 million in 1Q2016, mainly attributable to higher revenue contribution across all business segments in both China and internationally.

Other income increased by 158.0% (or S$1.9 million) on the back of higher government grants. Consequently, net profits increased by S$0.9 million, from a loss of S$0.4 million in 1Q2015 to a profit of S$0.5 million in 1Q2016. Losses attributable to equity holders of the Company also improved to a loss of S$0.3 million in 1Q2016 versus a loss of S$0.5 million in 1Q2015.

We note from the Company's RTO circular dated 24 June 2014, that business in the first quarter of each calendar year tends to be affected by seasonal factors such as (i) adverse weather conditions during winter, from January to March, which may affect the airport facilities equipment industry, and (ii) the Lunar New Year holidays in the PRC, which typically occur in January or February, and may affect production, and hence the business.

5.8 THE DIVIDEND TRACK RECORD OF THE COMPANY

The dividend track record of the Company for FY2013 through FY2015 is set out below:

	FY2013	FY2014	FY2015
Dividends per Share declared in respect of each financial year (Singapore cents)	Nil	Nil	1.00

Of the three most recently completed financial years, the Company has only declared a dividend of 1.00 Singapore cents per Share in respect of FY2015. This translates to a dividend yield of approximately 1.6% based upon the average closing price of the Shares in FY2015 of S$0.622.

We note from the Group's FY2015 annual report that the Company does not have a fixed dividend policy at present. The form, frequency and amount of dividends will depend on the Company's earnings, general financial condition, results of operations, capital requirements, cash flow, general business condition, development plans and other factors as the Directors may deem appropriate. There is no assurance that the Company will continue to pay dividends in future and/or maintain the level of dividends paid in the past periods.

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5.9 OTHER CONSIDERATIONS

In determining whether the Offer is fair and reasonable and not prejudicial to the Company and its Independent Shareholders, we have also considered the following:

(a) No alternative offer

The Directors have confirmed that, as at the Latest Practicable Date, apart from the Offer being made by the Offeror, no alternative offer or proposal from any third party has been received. We also note that there is no publicly available evidence of any alternative offer for the Shares from any third party.

(b) Listing status

As set out in Section 9 of the Offer Document, the Offeror does not intend to maintain the present listing status of the Company.

Pursuant to Rule 1104 of the Listing Manual Section B: Rules of Catalist of the SGX-ST ("**Catalist Rules**"), upon an announcement by the Offeror that acceptances have been received pursuant to the Offer that bring the holdings owned by the Offeror and parties acting in concert with it to above 90% of the total Shares (excluding any Shares held by the Company as treasury shares), the SGX-ST may suspend the trading of the Shares in the Ready and Unit Share markets until it is satisfied that at least 10% of the total Shares (excluding any Shares held by the Company as treasury shares) are held by at least 200 Shareholders who are members of the public (the "**Free Float Requirement**").

In the event the Company does not meet the Free Float Requirement, the Offeror does not intend to take any actions for any trading suspension in the securities of the Company to be lifted or support any actions by the Company to maintain its listing status. In addition, the Offeror reserves the right to seek a voluntary delisting of the Company from the Catalist Board of the SGX-ST pursuant to Rules 1307 and 1308 of the Catalist Rules.

(c) No compulsory acquisition

In view of the SZ TGM Undertaking, the Offeror does not expect to receive sufficient valid acceptances of the Offer in order to meet the Section 215(1) Threshold and/or the Section 215(3) Threshold.

Accordingly, the Offeror will not be entitled to exercise any rights under Section 215(1) of the Companies Act to compulsorily acquire all the Shares of Dissenting Shareholders. Dissenting Shareholders will also not be entitled to exercise their rights under Section 215(3) of the Companies Act to require the Offeror to acquire their Shares.

(d) Offeror's intentions for the Group

As set out in Section 6.3 of the Offer Document, the Offeror intends to ensure continuity in the operations of the Group and to steer the Group towards further growth and development. The Offeror also intends to undertake a review of the operations, management and financial position of the Company and to evaluate various options or opportunities which may present themselves which it regards to be in the interests of the Offeror and/or the Company.

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Save as disclosed above, the Offeror does not currently have any intention to make major changes to (a) the business of the Company, (b) the deployment of the fixed assets of the Company, or (c) the employment of the employees of the Group.

(e) Intention of the Directors in respect of their Shares

As disclosed in Section 5.9 of Appendix II to the Circular, Dr Soon Kong Ann, who has an interest (direct and deemed) in 6,100,000 Shares, intends to reject the Offer in respect of these Shares. Dr Soon Kong Ann has also informed the Company that Leong Huat (Investment) Pte Ltd and Leong Huat Equities Pte Ltd, which hold in aggregate, 4,105,400 Shares, intend to reject the Offer.

Save for Dr Soon Kong Ann, none of the Directors has any direct or indirect interest in the Shares.

6. OUR OPINION

Having regard to our terms of reference, in arriving at our opinion, we have taken into account a range of factors which we consider to be pertinent and have a significant bearing on our assessment of the Offer. We have carefully considered as many factors as we deem essential and balanced them before reaching our opinion. Accordingly, it is important that our IFA Letter, in particular, all the considerations and information we have taken into account, be read in its entirety.

We set out below a summary of the key factors we have taken into our consideration:

(a) the Offer Price represents a premium of approximately 14.5%, 19.3%, 24.6%, 29.4% and 25.6% to the VWAP of the Shares on the Last Trading Day and the VWAP of the Shares for the 1-month, 3-month, 6-month and 12-month periods prior to the Offer Announcement Date respectively;

(b) following the Offer Announcement Date, the VWAP for the period after the Offer Announcement Date up to the Latest Practicable Date has increased to S$0.752, which is above the Offer Price;

(c) the Shares have not closed below the Offer Price for the period after the Offer Announcement Date up till the Latest Practicable Date, with the highest closing price of the Shares being S$0.760 over this period;

(d) the Offer Price is at a 0.7% discount to the last transacted price of S$0.740 per Share on the Latest Practicable Date;

(e) the average daily trading volume of the Shares for the 1-month, 3-month, 6-month and 12-month periods prior to the Offer Announcement Date was low, representing only 0.06%, 0.14%, 0.09% and 0.06% of the free float respectively;

(f) the Shares have outperformed the FSSTI for the 1-year period up to the Offer Announcement Date. The market prices of the Shares declined only by 4.5% as compared to the 15.6% decline in the FSSTI over the said period;

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(g) for the period from the Offer Announcement Date up till the Latest Practicable Date, as a result of the Offer, the market prices of the Shares have increased by 16.5%, as compared to the 6.5% decline in the FSSTI;

(h) the Offer Price represents a discount of 5.4% (or S$0.042) to the RNAV (excluding NCI) per Share of S$0.777 as at 31 March 2016;

(i) the Offer Price represents a premium of 7.1% (or S$0.049) to the RNTA (excluding NCI) per Share of S$0.686 as at 31 March 2016;

(j) the EV/EBITDA, P/E, P/NAV and P/NTA ratios of the Group, as implied by the Offer Price, are within the range, and below the mean and the median EV/EBITDA, P/E, P/NAV and P/NTA ratios of the Comparable Companies;

(k) the P/RNAV and P/RNTA ratios of the Group, as implied by the Offer Price, the RNAV (excluding NCI) and the RNTA (excluding NCI), are within the range, and below the mean and the median P/NAV and P/NTA ratios of the Comparable Companies;

(l) the P/E, EV/EBITDA, P/NAV and P/NTA ratios of Tianda in the RTO and the P/E, EV/EBITDA, P/NAV and P/NTA ratios of the Group in the Offer, are all within the range but below the mean and median of its comparable companies. While the P/NAV ratio and the P/NTA ratio of the Group in the Offer are lower than the P/NAV ratio and the P/NTA ratio of Tianda in the RTO, the P/E ratio of the Group in the Offer is significantly higher compared to the P/E ratio of Tianda in the RTO, and the EV/EBITDA ratio of the Group in the Offer is also slightly higher than the EV/EBITDA ratio of Tianda in the RTO;

(m) the Offer Price is at a 13.1% premium to the RTO Issue Price and based on the daily closing price of the Shares, the Shares have not traded above the Offer Price from the time the RTO was completed in August 2014 up till the Offer Announcement Date;

(n) the valuation of the Group, as implied by the Offer Price, is at a 5.3% premium to the Implied RTO Valuation;

(o) in July 2015, the Company completed the disposal of a non-controlling 30% equity interest in Tianda for which the consideration was based on a P/E ratio of 9.5 times of the net profit after tax of Tianda for FY2014, and after taking into account, *inter alia*, Tianda's financial track record and competitive position. This disposal P/E ratio is lower than the P/E ratio of 21.0 times for the Group as implied by the Offer Price;

(p) the premium implied by the Offer Price over the last transacted price, VWAP for the 1-month, 3-month and 6-month periods prior to the Offer Announcement Date of the Shares is within the range but below the mean and median premiums of Recent Transactions;

(q) the ratio of the Offer Price over the NTA of the Shares, as implied by the RNTA (excluding NCI), is within the range, below the mean and above the median offer price over NTA ratios of Recent Transactions;

(r) the financial performance of the Group. While the Group has been profitable in its last three financial years, being FY2013 through FY2015, the profit attributable to equity holders of the Company decreased from S$14.3 million in FY2013 to S$13.2 million in FY2015; and

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(s) other relevant consideration as set out in paragraph 5.9 of this IFA Letter.

Accordingly, after taking into account the above factors, we are of the opinion that, as of the date hereof, the financial terms of the Offer are not fair but reasonable.

Accordingly, we advise the Independent Directors to recommend the Shareholders to ACCEPT the Offer unless the Shareholders are able to obtain a price higher than the Offer Price on the open market, after taking into account all brokerage commissions or transaction costs in connection with open market transactions.

In rendering the above advice, we have not given regard to the specific investment objectives, financial situation, tax position or particular needs and constraints of any individual Shareholder. As each individual Shareholder would have different investment objectives and profiles, we would advise that any individual Shareholder who may require specific advice in relation to his investment objectives or portfolio should consult his legal, financial, tax or other professional adviser immediately. The Independent Directors should advise Shareholders that the opinion and advice of Xandar Capital should not be relied upon by any Shareholder as the sole basis for deciding whether or not to accept the Offer, as the case may be.

This IFA Letter is addressed to the Independent Directors for their benefit, in connection with and for the purpose of their consideration of the terms of the Offer, and the recommendation made by them to the Shareholders shall remain the responsibility of the Independent Directors. Neither the Company nor the Directors may reproduce, disseminate or quote this IFA Letter (or any part thereof) for any other purpose, except for the Offer, at any time and in any manner without the prior written consent of Xandar Capital in each specific case.

This opinion is governed by, and construed in accordance with, the laws of Singapore, and is strictly limited to the matters stated herein and does not apply by implication to any other matter.

Yours truly
For and on behalf of
XANDAR CAPITAL PTE LTD

ALEX TAN KAH KOON
EXECUTIVE DIRECTOR

PAULINE SIM POI LIN
HEAD OF CORPORATE FINANCE

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APPENDIX II

ADDITIONAL GENERAL INFORMATION

1. DIRECTORS

The names, addresses and designations of the Directors as at the Latest Practicable Date are set out below:

Name	Address	Designation
Mr. Zheng Zuhua	1-502, Jinzhuyuan South Building, Nanshan District, Shenzhen, PRC 518067	Non-Executive Chairman
Mr. Yu Yuqun	Room 4A, Unit 3, Building 1, Nanshan Hong Shu Xi An, Nanshan District, Shenzhen, China	Non-Executive Director
Ms. Zeng Beihua	20/F, Building 1, China Merchants Tower, No. 1166, Wang Hai Road, Shenzhen, PRC 518067	Non-Executive Director
Dr. Soon Kong Ann	28 Jalan Rimau, Long Hua Yuan, Singapore 418724	Independent Director
Mr. Lee Dah Khang	2 Rifle Range Road, #04-02, Mayfair Gardens, Singapore 588373	Independent Director

2. REGISTERED OFFICE

The registered office of the Company is at 28 Quality Road, Singapore 618828.

3. PRINCIPAL ACTIVITIES

The Company was incorporated under the laws of Singapore on 25 January 1979 and was listed on the SESDAQ of Singapore Stock Exchange (now known as the SGX-ST) in 1991. The Company was subsequently upgraded to the Mainboard of the SGX-ST on 28 April 2005, before it was transferred to the Catalist Board on 21 August 2014. The Company is currently an indirect subsidiary of CIMC.

The Group is a supplier of passenger boarding bridges and integrated solutions providers of airport facility equipment including logistics systems (Baggage Handling and Materials Handling), and ground support equipment. In addition, the Group also manufactures and supplies Materials Handling Systems and Automated Parking Systems for other commercial sectors. The Group's market reach extends across more than 120 countries spanning six continents. The Group is headquartered in Singapore, and has operations in Singapore, Malaysia, the United Arab Emirates, People's Republic of China, India, Thailand, the United States of America, Canada, Hong Kong and France.

4. SHARE CAPITAL

4.1 Issued share capital

The Company has one class of shares, being ordinary shares. As at the Latest Practicable Date, the issued and paid-up share capital of the Company is S$209,245,496.76 comprising 385,365,703 Shares. As at the Latest Practicable Date, the Company has no treasury shares. The issued Shares are listed and quoted on the Catalist Board of the SGX-ST.

4.2 Capital, dividends and voting

The rights of Shareholders in respect of capital, dividends and voting are contained in the Constitution, which is available for inspection at the Company's registered office at 28 Quality Road, Singapore 618828. The relevant articles in the Constitution relating to the rights of Shareholders in respect of capital, dividends and voting have been extracted from the Constitution and are set out in Appendix VI to this Circular. Capitalised terms and expressions not defined in the extracts have the meanings ascribed to them in the Constitution.

4.3 Number of Shares issued since the end of the last financial year

Save as disclosed below, no Shares have been issued by the Company since the end of the last financial year up to the Latest Practicable Date.

At the extraordinary general meeting of the Company held on 23 July 2014, the Shareholders had approved, *inter alia*, (i) the acquisition of 70% equity interests in Tianda from CIMC HK and 30% equity interests in Tianda from SZ TGM (the "**Acquisition**") and (ii) the allotment and issuance of shares to CIMC HK or its nominees and SZ TGM respectively in satisfaction of the consideration for the Acquisition. In connection with the Acquisition, the Company has allotted and issued Shares to each of the Offeror and SZ TGM since 31 December 2015:

Name of Recipient	No. of Shares Issued	Date of allotment and issuance	Issue Price
Sharp Vision Holdings Limited	43,692,987	14 April 2016	S$0.65
Shenzhen TGM Ltd.	18,725,564	14 April 2016	S$0.65

Shareholders should refer to the Company's circular dated 24 June 2014 and the relevant announcements released by the Company on SGXNET for further details on the Acquisition.

4.4 Options and convertible instruments

As at the Latest Practicable Date, there are no outstanding instruments convertible into, rights to subscribe for, and options in respect of securities being offered for or which carry voting rights affecting the Shares in the Company.

5. DISCLOSURE OF INTERESTS

5.1 Interests of the Company in Offeror Securities

The Company does not have any direct or indirect interests in the Offeror Securities as at the Latest Practicable Date.

5.2 Dealings in Offeror Securities by the Company

The Company has not dealt for value in the Offeror Securities during the period commencing three months prior to the Offer Announcement Date, and ending on the Latest Practicable Date.

5.3 Interests of Directors in Offeror Securities

None of the Directors has any direct or indirect interests in the Offeror Securities as at the Latest Practicable Date.

5.4 Dealings in Offeror Securities by the Directors

None of the Directors has dealt for value in the Offeror Securities during the period commencing three months prior to the Offer Announcement Date, and ending on the Latest Practicable Date.

5.5 Interests of the Directors in the Company Securities

Save as disclosed below, as at the Latest Practicable Date, none of the Directors has any direct or indirect interests in the Company Securities:

	Direct interest		Deemed interest		Total interest	
Name of Director	**No. of Shares**	**%[1]**	**No. of Shares**	**%[1]**	**No. of Shares**	**%[1]**
Dr. Soon Kong Ann[3]	1,360,000	0.35	4,740,000[2]	1.23	6,100,000	1.58

Notes:

(1) Based on 385,365,703 issued Shares as at the Latest Practicable Date.

(2) Dr. Soon Kong Ann is deemed to have an interest in 1,240,000 Shares held by his spouse, Mdm. Cheong Loo Kheng, and 3,500,000 Shares held in a nominee account.

(3) Leong Huat (Investment) Pte Ltd ("**Leong Huat Investment**") and Leong Huat Equities Pte Ltd ("**Leong Huat Equities**") hold in aggregate 4,105,400 Shares. Whilst Dr. Soon Kong Ann is a director and an indirect non-controlling shareholder of each of Leong Huat Investment and Leong Huat Equities, he is not deemed interested in the Shares held by either of Leong Huat Investment or Leong Huat Equities under Section 4 of the SFA.

5.6 Dealings in Company Securities by the Directors

None of the Directors has dealt for value in the Company Securities during the period commencing three months prior to the Offer Announcement Date, and ending on the Latest Practicable Date.

5.7 **Company Securities owned or controlled by the IFA**

None of Xandar Capital or any funds whose investments are managed by Xandar Capital on a discretionary basis owns or controls any Company Securities as at the Latest Practicable Date.

5.8 **Dealings in Company Securities by the IFA**

None of Xandar Capital or any funds whose investments are managed by Xandar Capital on a discretionary basis has dealt for value in any Company Securities during the period commencing three months prior to the Offer Announcement Date and ending on the Latest Practicable Date.

5.9 **Directors' Intentions in relation to the Offer**

Dr. Soon Kong Ann has an interest (direct and deemed) in 6,100,000 Shares. Dr. Soon Kong Ann intends to reject the Offer in respect of these Shares. Dr. Soon Kong Ann has also informed the Company that Leong Huat Investment and Leong Huat Equities, which hold in aggregate, 4,105,400 Shares, intend to reject the Offer.

Save for Dr. Soon Kong Ann, none of the Directors has any direct or indirect interest in the Shares.

6. OTHER DISCLOSURES

6.1 **Directors' service contracts**

As at the Latest Practicable Date:

(a) there are no service contracts between any of the Directors or proposed directors with the Company or any of its subsidiaries which have more than 12 months to run and which are not terminable by the employing company within the next 12 months without paying any compensation; and

(b) there are no such service contracts entered into or amended during the period commencing six months prior to the Offer Announcement Date and ending on the Latest Practicable Date.

6.2 **Arrangements affecting Directors**

As at the Latest Practicable Date:

(a) there are no agreements or arrangements made between any Director and any other person in connection with or conditional upon the outcome of the Offer;

(b) it is not proposed that any payment or other benefit shall be made or given to any Director or director of any other corporation which is by virtue of Section 6 of the Companies Act deemed to be related to the Company, as compensation for loss of office or otherwise in connection with the Offer; and

(c) none of the Directors has a material personal interest, whether direct or indirect, in any material contract entered into by the Offeror.

7. MATERIAL CONTRACTS WITH INTERESTED PERSONS

Save as disclosed below, as at the Latest Practicable Date, neither the Company nor any of its subsidiaries has entered into material contracts (other than those entered into in the ordinary course of business) with persons who are interested persons[1] during the period commencing three years before the Offer Announcement Date and ending on the Latest Practicable Date.

Purchase of CIMC Air Marrel SAS

On 3 November 2015, the Company entered into a sale and purchase agreement (the "**Agreement**") with CIMC Flight B.V. (the "**Vendor**") for the acquisition of 100% of the issued and paid-up shares in CIMC Air Marrel SAS (the "**Target**") by the Company, for an aggregate consideration of EUR1,514,554 (the "**Purchase Consideration**"). The ultimate holding company of the Vendor is CIMC, a controlling shareholder of the Company.

The Purchase Consideration was fully funded through internal resources of the Group and/or bank loans and was arrived at after arms' length negotiations, on a willing buyer willing seller basis, after taking into account, *inter alia*, the unaudited net book value of the Target of EUR1,514,554 as at 30 June 2015. In arriving at the Purchase Consideration, an independent valuation was not conducted as both the Vendor and the Company have agreed to benchmark the Purchase Consideration against, *inter alia*, the unaudited net book value of the Target as at 30 June 2015.

Shareholders should refer to the Company's announcement dated 4 November 2015 on SGXNET for further details on the Agreement.

Facility from Interested Persons

CIMC had in FY2014 provided Langfang CIMC, a wholly-owned subsidiary of the Company, an inter-company credit facility ("**Facility**") of RMB114.4 million, to be utilised for the construction of the new production base in Langfang City (Hebei Province) China. As at the Latest Practicable Date, RMB65.5 million has been drawn down. The interest rate on the drawdowns vary from 4.15% to 4.40%. Each drawdown is typically repayable within a year of the drawdown date, subject to any roll-over granted by CIMC.

8. MATERIAL LITIGATION

As at the Latest Practicable Date, none of the Company or its subsidiaries is engaged in any material litigation, either as plaintiff or defendant, which might materially and adversely affect the financial position of the Company or the Group, taken as a whole. As at the Latest Practicable Date, the Directors are not aware of any litigation, claims or proceedings pending or threatened against the Company or any of its subsidiaries or of any facts likely to give rise to any litigation, claims or proceedings, which might materially and adversely affect the financial position of the Company or the Group, taken as a whole.

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[1] An "interested person" is defined in the Note on Rule 23.12 of the Code to mean:

(a) a director, chief executive officer or substantial shareholder of the Company;

(b) the immediate family of a director, the chief executive officer or a substantial shareholder (being an individual) of the Company;

(c) the trustees, acting in their capacity as such trustees, of any trust of which a director, the chief executive officer or a substantial shareholder (being an individual) and his immediate family is a beneficiary;

(d) any company in which a director, the chief executive officer or a substantial shareholder (being an individual) together and his immediate family together (directly or indirectly) have an interest of 30% or more;

(e) any company that is the subsidiary, holding company or fellow subsidiary of the substantial shareholder (being a company); or

(f) any company in which a substantial shareholder (being a company) and any of the companies listed in (e) above together (directly or indirectly) have an interest of 30% or more.

9. FINANCIAL INFORMATION

9.1 Consolidated income statements

The audited consolidated income statements of the Group for FY2013, FY2014, FY2015 and the unaudited consolidated income statement of the Group for 1Q2016 are summarised in the table below. The summary is extracted from, and should be read together with, the annual reports, the consolidated financial statements and the unaudited consolidated financial statements of the Group for the relevant financial periods and the related notes thereto (copies of which are available for inspection at the Company's registered office as mentioned in paragraph 12 of Appendix II to this Circular).

	Group			
	FY2013 S$'000	**FY2014 S$'000**	**FY2015 S$'000**	**1Q2016 S$'000**
Revenue	174,755	240,581	341,335	41,886
Other income	2,768	3,373	12,281	3,163
Material costs	(107,136)	(138,204)	(201,812)	(19,364)
Subcontract costs	(2,491)	(13,554)	(43,347)	(7,477)
Staff costs	(24,247)	(37,068)	(48,569)	(8,971)
Depreciation and amortisation	(912)	(2,359)	(6,720)	(1,875)
Other operating expenses	(25,203)	(37,840)	(30,163)	(3,787)
Foreign exchange differences	240	2,940	1,820	(2,365)
Finance expenses	(889)	(1,166)	(2,973)	(228)
Profit before income tax	16,885	16,703	21,852	982
Income tax expense	(2,178)	(3,360)	(3,525)	(456)
Net profit	14,707	13,343	18,327	526
Other comprehensive income/(losses):				
Items that may be reclassified subsequently to profit or loss:				
Currency translation differences arising from consolidation	377	3,298	(386)	(4,000)
Other comprehensive income/(losses), net of tax	377	3,298	(386)	(4,000)
Total comprehensive income/(losses)	15,084	16,641	17,941	(3,474)
Profit/(loss) attributable to:				
Equity holders of the Company	14,344	13,019	13,210	(254)
Non-controlling interests	363	324	5,117	780
	14,707	13,343	18,327	526
Total comprehensive income/(losses) attributable to:				
Equity holders of the Company	14,721	16,317	13,243	(3,028)
Non-controlling interests	363	324	4,698	(446)
	15,084	16,641	17,941	(3,474)
Earnings/(loss) per share for profit/(loss) attributable to equity holders of the Company (cents per share)				
Basic earnings/(loss) per share	6.81	5.13	3.54	(0.07)
Diluted earnings/(loss) per share	6.81	4.81	3.54	(0.07)
Net dividends per share (cents)	–	–	1.00	–

9.2 **Consolidated statements of financial position**

The audited consolidated statements of financial position of the Group for FY2013, FY2014, FY2015 and the unaudited consolidated statement of financial position for 1Q2016 are summarised in the table below. The summary is extracted from, and should be read together with, the annual reports, the consolidated financial statements and the unaudited consolidated financial statements of the Group for the relevant financial periods and the related notes thereto (copies of which are available for inspection at the Company's registered office as mentioned in paragraph 12 of Appendix II to this Circular).

	Group			
	FY2013 S$'000	**FY2014 S$'000**	**FY2015 S$'000**	**1Q2016 S$'000**
ASSETS				
Current assets				
Cash and cash equivalents	7,940	51,155	33,637	33,518
Trade and other receivables	119,362	189,014	198,023	174,722
Inventories	44,397	58,754	47,771	62,015
Contract work-in-progress	–	24,510	17,363	13,837
Asset held for sale	–	–	3,218	3,341
Other financial assets	630	118	106	101
	172,329	323,551	300,118	287,534
Non-current assets				
Property, plant and equipment	25,006	102,554	109,098	109,754
Investment properties	–	–	40,748	40,036
Intangible assets	2,358	26,169	35,835	35,157
Deposit for land use rights	1,742	–	–	–
Land use rights	12,354	14,331	15,281	14,707
Other assets	–	72	72	72
Long-term prepaid expenses	28	–	–	–
Deferred income tax assets	2,626	4,269	5,186	4,654
	44,114	147,395	206,220	204,380
Total assets	216,443	470,946	506,338	491,914
LIABILITIES				
Current liabilities				
Trade and other payables	100,932	171,652	198,876	188,719
Excess of progress billing over contract work-in-progress	–	5,483	5,602	6,987
Borrowings	17,705	91,914	20,004	18,286
Provisions	7,900	14,868	17,264	16,848
Other financial liabilities	–	–	442	283
Provision for taxation	2,891	4,840	4,472	1,782
	129,428	288,757	246,660	232,905

	Group			
	FY2013 S$'000	FY2014 S$'000	FY2015 S$'000	1Q2016 S$'000
Non-current liabilities				
Deferred income tax liabilities	–	249	219	194
Trade and other payables	–	–	2,739	2,653
Borrowings	–	–	1,277	3,708
Deferred income	6,346	8,764	9,488	9,973
	6,346	9,013	13,723	16,528
Total liabilities	135,774	297,770	260,383	249,433
Net Assets	80,669	173,176	245,955	242,481
EQUITY				
Capital and reserves attributable to equity holders of the Company				
Share capital	21,504	97,819	97,819	97,819
Reserves	57,239	73,556	108,862	105,834
	78,743	171,375	206,681	203,653
Non-controlling interests	1,926	1,801	39,274	38,828
Total equity	80,669	173,176	245,955	242,481

9.3 **Significant accounting policies**

The audited consolidated financial statements of the Group for FY2015 have been prepared in accordance with the provisions of the Companies Act and the Singapore Financial Reporting Standards. A summary of the significant accounting policies of the Group are set out in Note 3 of the audited consolidated financial statements of the Group for FY2015 contained in the annual report of the Company for FY2015 (a copy of which is available for inspection at the Company's registered office as mentioned in paragraph 12 of Appendix II to this Circular).

9.4 **Changes in accounting policies**

As at the Latest Practicable Date, there has been no change in the accounting policies of the Group since the date of its audited consolidated financial statements for FY2015 which will cause the figures set out in paragraphs 9.1 and 9.2 of Appendix II to this Circular to be not comparable to a material extent.

9.5 **Material changes in financial position**

Save as disclosed in this Circular and in publicly available information on the Group (including but not limited to the annual report of the Company for FY2015 and the unaudited consolidated financial statements of the Company for the three months ended 31 March 2016), as at the Latest Practicable Date, there has been no known material change in the financial position of the Company since 31 December 2015, being the date of the Company's last published audited financial statements.

9.6 **Material change in information**

Save as disclosed in this Circular and save for the information relating to the Company and the Offer that is publicly available, there has been no material change in any information previously published by or on behalf of the Company during the period commencing from the Offer Announcement Date and ending on the Latest Practicable Date.

10. VALUATION ON PROPERTIES

The Company has commissioned independent valuations of the Properties. The Valuation Certificates by the Valuer are set out in Appendix V to this Circular. Under Rule 26.3 of the Code, the Company is required, *inter alia*, to make an assessment of any potential tax liability which would arise if the Properties, which are the subject of a valuation given in connection with an offer, were to be sold at the amount of the valuation. Based on the Valuation Certificates, the potential tax liabilities that may be incurred by the Group on the hypothetical disposal of the Properties on an "as is" basis is approximately S$26.0 million. The aforesaid tax liabilities will not crystallise if the Group does not dispose of its interests in the Properties. As at the Latest Practicable Date, the Company has no immediate plan to dispose of its interests in the Properties.

11. GENERAL

(a) All expenses and costs incurred by the Company in relation to the Offer will be borne by the Company.

(b) Xandar Capital has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of (i) its name, (ii) the IFA Letter, (iii) the review letter on the first quarter financial statements for the three months financial period ended 31 March 2016 (as set out in Appendix IV to this Circular), and all references thereto in the form and context in which they appear in this Circular.

(c) The Valuer has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of (i) its name, (ii) the Valuation Certificates, and all references thereto in the form and context in which they appear in this Circular.

(d) PricewaterhouseCoopers LLP, the Independent Auditors to the Company, has given and has not withdrawn its consent to the issue of this Circular with the inclusion of (i) its name, and (ii) the review report on the condensed consolidated interim financial information for the three-month period ended 31 March 2016 (as set out in Appendix IV to this Circular), and all references thereto, in the form and context in which they appear in this Circular.

12. DOCUMENTS FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of the Company at 28 Quality Road, Singapore 618828 during normal business hours for the period during which the Offer remains open for acceptance:

(a) the Constitution of the Company;

(b) the annual reports of the Company for FY2013, FY2014 and FY2015;

(c) the unaudited consolidated financial statements of the Company for the three months ended 31 March 2016;

(d) the IFA Letter;

(e) the Valuation Certificates and the valuation reports issued by the Valuer; and

(f) the letters of consent referred to in paragraph 11 of Appendix II to this Circular.

APPENDIX III

UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS OF THE GROUP FOR THE THREE MONTHS ENDED 31 MARCH 2016



Pteris Global Limited
28 Quality Road Singapore 618828
Tel: (65) 6861 2828 Fax: (65) 6266 5516
Co Reg No: 197900230M
www.pterisglobal.com

PTERIS GLOBAL LIMITED

UNAUDITED RESULTS FOR THE PERIOD ENDED 31 MARCH 2016

This announcement has been prepared by Pteris Global Limited ("PGL" or the "Company") and its contents have been reviewed by the Company's sponsor ("Sponsor"), Canaccord Genuity Singapore Pte. Ltd., for compliance with the relevant rules of the Singapore Exchange Securities Trading Limited ("SGX-ST"). The Sponsor has not independently verified the contents of this announcement.

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

The contact person for the Sponsor is Ms. Soo Hsin Yu, Director, Corporate Finance, Canaccord Genuity Singapore Pte. Ltd. at 77 Robinson Road, #21-02 Singapore 068896, telephone: (65) 6854 6160.

Pteris Global Limited
28 Quality Road Singapore 618828
Tel: (65) 6861 2828 Fax: (65) 6266 5516
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PTERIS GLOBAL LIMITED
UNAUDITED RESULTS FOR THE PERIOD ENDED 31 MARCH 2016

TABLE OF CONTENTS

Paragraph	Description	Page No.
1(a)(i)	Consolidated Income Statement	3
1(a)(ii)	Disclosures to the Consolidated Income Statement	3
1(b)(i)	Statements of Financial Position	4
1(b)(ii)	Borrowings and Debt Securities	5
1(b)(iii)	Consolidated Statement of Comprehensive Income	5
1(c)	Consolidated Statement of Cash Flows	6
1(d)(i)	Statements of Changes in Equity	7 - 10
1(d)(ii) & (iii) & (iv)	Share Capital and Treasury Shares	11
2 & 3	Audit Statement	11
4 & 5	Accounting Policies and Methods of Computation	11 - 12
6	Earnings Per Share	12
7	Net Asset Value Per Share	12
8	Financial Performance	13 - 14
9	Forecast	14
10	Prospect Statements	14 - 15
11 & 12	Dividends	15
13	Interested Person Transactions	15
14	Confirmation by the Issuer under Rule 720(1) of the Catalist Rules	15
15	Negative Assurance	15
16	The Singapore Code on Take-overs and Mergers	16

1(a)(i) Consolidated Income Statement

GROUP	3 months ended 31 Mar		
	2016 $'000	2015 $'000	Change %
Revenue	**41,886**	**29,036**	**↑ 44**
Other income	3,163	1,226	n m
Material costs	(19,364)	(15,719)	↑ 23
Subcontract costs	(7,477)	(2,960)	n m
Staff costs	(8,971)	(7,993)	↑ 12
Depreciation and amortisation	(1,875)	(1,217)	↑ 54
Other operating expenses	(3,787)	(4,213)	↓ 10
Foreign exchange differences	(2,365)	1,706	n m
Finance expenses	(228)	(724)	↓ 69
Profit/(Loss) before income tax	**982**	**(858)**	n m
Income tax (expense)/credit	(456)	428	n m
Profit/(Loss) after income tax	**526**	**(430)**	**n m**
Profit/(Loss) attributable to:			
- Equity holders of the Company	(254)	(504)	↓ 50
- Non-controlling interests	780	74	n m
	526	**(430)**	n m

1(a)(ii) Disclosures to the Consolidated Income Statement

GROUP	3 months ended 31 Mar		
	2016 $'000	2015 $'000	Change %
This is arrived at after (charging)/ crediting:			
Interest income	69	135	↓ 49
Rental income	1,343	725	↑ 85
Government grants	1,500	147	n m
Net gain/ (loss) on disposal of property, plant and equipment	73	(3)	n m
Provisions for warranty, net	(238)	(200)	↑ 19

↑ means increase
↓ means decrease
nm means "Not Meaningful"

1(b)(i) Statements of Financial Position

	GROUP		COMPANY	
	31 Mar 2016 $'000	31 Dec 2015 $'000	31 Mar 2016 $'000	31 Dec 2015 $'000
Current Assets				
Cash and cash equivalents	33,518	33,637	10,407	8,567
Trade and other receivables	174,722	198,023	53,671	59,520
Inventories	62,015	47,771	4	4
Contract work-in-progress	13,837	17,363	4,097	5,155
Assets held for sale	3,341	3,218	-	-
Other financial assets	101	106	-	-
	287,534	**300,118**	**68,179**	**73,246**
Non-Current Assets				
Property, plant and equipment	109,754	109,098	7,220	7,323
Investment properties	40,036	40,748	-	10,141
Intangible assets	35,157	35,835	-	-
Land use rights	14,707	15,281	-	-
Other assets	72	72	72	72
Deferred income tax assets	4,654	5,186	-	-
Investments in subsidiaries	-	-	145,562	145,605
	204,380	**206,220**	**152,854**	**163,141**
Total Assets	**491,914**	**506,338**	**221,033**	**236,387**
Current Liabilities				
Trade and other payables	188,719	198,876	18,819	21,077
Excess of progress billings over contract work-in-progress	6,987	5,602	1,418	1,069
Borrowings	18,286	20,004	5,695	8,512
Provisions	16,848	17,264	2,392	2,384
Other financial liabilities	283	442	-	-
Provision for taxation	1,782	4,472	375	375
	232,905	**246,660**	**28,699**	**33,417**
Non-Current Liabilities				
Deferred income tax liabilities	194	219	-	-
Trade and other payables	2,653	2,739	-	-
Borrowings	3,708	1,277	-	-
Deferred income	9,973	9,488	-	-
	16,528	**13,723**	**-**	**-**
Total Liabilities	**249,433**	**260,383**	**28,699**	**33,417**
Net Assets	**242,481**	**245,955**	**192,334**	**202,970**
Equity				
Capital and reserve attributable to equity holders of the Company				
Share capital	97,819	97,819	247,410	247,410
Reserves	105,834	108,862	(45,054)	(44,440)
	203,653	**206,681**	**202,356**	**202,970**
Non-controlling interests	38,828	39,274	-	-
Total Equity	**242,481**	**245,955**	**202,356**	**202,970**

1(b)(ii) Borrowings and Debt Securities

GROUP	As at 31 Mar 2016			As at 31 Dec 2015		
	Secured $'000	Unsecured $'000	Total $'000	Secured $'000	Unsecured $'000	Total $'000
Amount repayable in one year or less, or on demand	-	18,286	**18,286**	-	20,004	**20,004**
Amount repayable after one year	-	3,708	**3,708**	-	1,277	**1,277**
	-	**21,994**	**21,994**	**-**	**21,281**	**21,281**

Details of any collateral

None.

1(b)(iii) Consolidated Statement of Comprehensive Income

GROUP	3 months ended 31 Mar		
	2016 $'000	2015 $'000	Change %
Profit/(loss) after income tax	**526**	**(430)**	**n m**
Currency translation differences arising from consolidation	(4,000)	3,798	n m
Other comprehensive (losses)/income, net of tax	**(4,000)**	**3,798**	**n m**
Total comprehensive (losses)/income	**(3,474)**	**3,368**	**n m**

1(c) Consolidated Statement of Cash Flows

	3 months ended 31 Mar	
	2016 $'000	2015 $'000
Operating activities		
Profit/(loss) before income tax	**982**	**(858)**
Adjustments for:		
Depreciation and amortisation	1,875	1,217
Net (gain)/loss on disposal of property, plant and equipment	(73)	3
Property, plant and equipment written off	-	2
Interest income	(69)	(135)
Dividend income	-	(3)
Interest expense	274	656
Gain from change in fair value of other financial assets	(510)	(1)
	2,479	**881**
Changes in working capital:		
Inventories and contract work-in-progress	(10,802)	(8,158)
Trade and other receivables	24,884	9,244
Trade and other payables	(6,279)	22,398
Provisions	13	40
Cash generated from operations	10,295	24,405
Income tax paid	(2,695)	(268)
Net cash provided by operating activities	**7,600**	**24,137**
Cash flows from investing activities		
Additions to property, plant and equipment and intangible assets	(5,131)	(10,286)
Proceeds from sale of property, plant and equipment	79	-
Interest received	69	135
Dividend received	-	3
Acquisition of long term prepaid expense	-	(79)
Net cash flows used in investing activities	**(4,983)**	**(10,227)**
Cash flows from financing activities		
Repayment of borrowings from related companies	(4,979)	(14,476)
Repayment of bank loans	(2,813)	-
Advances received from related companies, net	(3,613)	-
Proceeds of new loans from related companies	6,495	17,817
Proceeds of new loans from banks	2,550	6,681
Interest paid	(389)	(892)
Cash injection from non-controlling interest of a subsidiary	-	1,002
Increase in cash pledged	(11)	-
Net cash flows (used in) / from financing activities	**(2,760)**	**10,132**
Net (decrease) / increase in cash and cash equivalents	**(143)**	**24,042**
Cash and cash equivalents at beginning of period	31,425	48,949
Effects of currency translation on cash and cash equivalents	19	694
Cash and cash equivalents at end of period	**31,301**	**73,685**
Comprising:		
Cash and cash equivalents in the Statement of Financial Position	33,518	75,891
Less : Cash and deposits pledged	(2,217)	(2,206)
Cash and cash equivalents per Consolidated Statement of Cash Flows	**31,301**	**73,685**

1(d)(i) Statements of Changes in Equity

GROUP	Share Capital $'000	Surplus Reserve $'000	Other Reserve $'000	Currency Translation Reserve $'000	Retained Profits $'000	Non-Controlling Interests $'000	Total Equity $'000
Balance as at 01 Jan 2016	**97,819**	**1,945**	**22,063**	**93**	**84,761**	**39,274**	**245,955**
Total comprehensive income for the period							
(Loss)/profit for the period	-	-	-	-	(254)	780	**526**
Other comprehensive income							
Currency translation differences arising from consolidation	-	-	-	(2,774)	-	(1,226)	**(4,000)**
Total comprehensive loss for the period	-	-	-	(2,774)	(254)	(446)	**(3,474)**
Balance as at 31 Mar 2016	**97,819**	**1,945**	**22,063**	**(2,681)**	**84,507**	**38,828**	**242,481**

III-7

1(d)(i) Statements of Changes in Equity

GROUP	Share Capital $'000	Surplus Reserve $'000	Other Reserve $'000	Currency Translation Reserve $'000	Retained Profits $'000	Non-Controlling Interests $'000	Total Equity $'000
Balance as at 01 Jan 2015	**97,819**	**1,945**	**-**	**627**	**70,984**	**1,801**	**173,176**
Total comprehensive income for the period							
(Loss)/profit for the period	-	-	-	-	(504)	74	**(430)**
Other comprehensive income							
Currency translation differences arising from consolidation	-	-	-	3,798	-	-	**3,798**
Total comprehensive income/(loss) for the period	-	-	-	3,798	(504)	74	**3,368**
Transactions with owners, recognised directly in equity							
Contributions by and distributions to owners							
Non-controlling interest of a subsidiary	-	-	-	-	-	1,002	**1,002**
Total transactions with owners, recognised directly in equity	**-**	**-**	**-**	**-**	**-**	**1,002**	**1,002**
Balance as at 31 Mar 2015	**97,819**	**1,945**	**-**	**4,425**	**70,480**	**2,877**	**177,546**

III-8

1(d)(i) Statements of Changes in Equity

COMPANY	Share Capital $'000	Other Reserve $'000	Share Option Reserve $'000	Accumulated Losses $'000	Total Equity $'000
Balance as at 01 Jan 2016	**247,410**	**-**	**-**	**(44,440)**	**202,970**
Total comprehensive income for the period					
Loss for the period	**-**	**-**	**-**	(614)	**(614)**
Total comprehensive loss for the period	**-**	**-**	**-**	(614)	**(614)**
Balance as at 31 Mar 2016	**247,410**	**-**	**-**	**(45,054)**	**202,356**

III-9

1(d)(i) Statements of Changes in Equity

COMPANY	Share Capital $'000	Other Reserve $'000	Share Option Reserve $'000	Accumulated (Losses) / Profits $'000	Total Equity $'000
Balance as at 01 Jan 2015	**247,410**	**-**	**-**	**(48,995)**	**198,415**
Total comprehensive income for the period					
Profit for the period	-	-	-	957	**957**
Total comprehensive income for the period	-	-	-	957	**957**
Balance as at 31 Mar 2015	**247,410**	**-**	**-**	**(48,038)**	**199,372**

III-10

1(d)(ii) Details of any changes in the company's share capital arising from rights issue, bonus issue, share buy-backs, exercise of share options or warrants, conversion of other issues of equity securities, issue of shares for cash or as consideration for acquisition or for any other purpose since the end of the previous period reported on. State also the number of shares that may be issued on conversion of all the outstanding convertibles as at the end of the current financial period reported on and as at the end of the corresponding period of the immediately preceding financial year

ORDINARY SHARES

COMPANY	No. of shares	Issued share capital S$'000
At 31 December 2015 and 31 March 2016	**322,947,152**	**247,410**

There were no outstanding convertible or treasury shares as at 31 March 2016 and 31 December 2015.

1(d)(iii) To show the total number of issued shares excluding treasury shares as at the end of the current financial period and as at the end of the immediately preceding year

COMPANY	31 Mar 2016	31 Dec 2015
Number of ordinary shares in issue	**322,947,152**	**322,947,152**

There were no treasury shares held as at 31 March 2016 and 31 December 2015.

1(d) (iv) A statement showing all sales, transfers, disposal, cancellation and/or use of treasury shares as at the end of the current financial period reported on

None.

2. Whether the figures have been audited, or reviewed and in accordance with which auditing standard or practice

The financial information as set out in sections 1, 3, 4, 5 and 6 of this announcement have been extracted from the condensed consolidated interim financial information that have been reviewed in accordance with Singapore Standard on Review Engagements 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity".

3. Where the figures have been audited or reviewed, the auditors' report (including any qualifications or emphasis of matter)

There is no qualification or emphasis of matter in the auditor's report. Please see the review report from the Independent Auditor as enclosed in Annexure I.

4. Whether the same accounting policies and methods of computation as in the issuer's most recently audited annual financial statements have been applied

Except as disclosed in paragraph 5, the Group has adopted the same accounting policies and methods of computation in the financial statements for the current reporting period as compared with the audited financial statements for the financial year ended 31 December 2015.

5. If there are any changes in the accounting policies and methods of computation, including any required by an accounting standard, what has changed, as well as the reasons for, and the effect of, the change

The following amended FRSs have become effective from 1 January 2016:
Amendments to FRS 1 Presentation of financial statements
Amendments to FRS 16 Property plant and equipment
Amendments to FRS 38 Intangible assets
Amendments to FRS 110 Consolidated financial statements
Amendments to FRS 111 Joint Arrangements

The adoption of the above amended FRSs does not have a material impact on the financial statements of the Group for the period under review.

6. Earnings Per Share

	3 months ended 31 Mar	
	2016	2015
Basic loss per share	**(0.07 cents)**	**(0.13 cents)**
Weighted average number of shares for the purpose of computing basic loss per share	373,361,767	373,361,767
Fully diluted loss per share	**(0.07 cents)**	**(0.13 cents)**
Weighted average number of shares for the purpose of computing fully diluted loss per share	373,361,767	373,361,767

The weighted average number of ordinary shares for the purpose of computing basic and fully diluted loss per share are adjusted for the effects of all potential new ordinary shares to be issued.

The potential new ordinary shares to be issued relate to the additional 50,414,615 new ordinary shares in the Company that are to be allotted and issued to CIMC-HK and TGM, in satisfaction of the deferred considerations pursuant to the RTO, which was completed in August 2014.

The weighted average number of ordinary shares for the purpose of computing basic and fully diluted loss per share for the period under review did not take into account the allotment and issuance of 62,418,551 Deferred Shares, which took place on 14 April 2016.

7. Net Asset Value Per Share

	31 Mar 2016	31 Dec 2015
Group		
Net asset value per ordinary share	**75.1 cents**	**76.2 cents**
Number of ordinary shares in issue	322,947,152	322,947,152
Company		
Net asset value per ordinary share	**59.6 cents**	**62.8 cents**
Number of ordinary shares in issue	322,947,152	322,947,152

8. Financial Performance

Revenue

Revenue increased by S$12.9 million from S$29.0 million for first quarter ended 31 March 2015 ("1QFY15") to S$41.9 million for first quarter ended 31 March 2016 ("1QFY16"). The increase was mainly attributed to higher revenue contribution across all business segments namely the Passenger Boarding Bridge, Ground Support Equipment and Logistics Systems Equipment segments in both China and internationally.

Other Income

Other income increased by S$2.0 million from S$1.2 million for 1QFY15 to S$3.2 million for 1QFY16. The increase was due mainly to higher rental income and government grants received for the current quarter under review.

Material Costs, Subcontract Costs

Material costs increased by S$3.7 million from S$15.7 million for 1QFY15 to S$19.4 million for 1QFY16. Subcontract costs increased by S$4.5 million from S$3.0 million for 1QFY15 to S$7.5 million for 1QFY16.

The movements in both the material and subcontract costs were in line with the number of completed projects across all business segments.

Staff Costs

Staff cost increased by S$1 million from S$8.0 million for 1QFY15 to S$9.0 million for 1QFY16. Despite the higher level of the Group's business activities for the quarter under review, staff cost as a percentage of revenue decreased by 6.1 percentage points from 27.5% for 1QFY15 to 21.4% for 1QFY16. This was mainly attributed to the Group's continuous effort to improve efficiency through streamlining its operations.

Depreciation and Amortisation

Depreciation and amortisation for 1QFY16 increased by S$0.7 million to S$1.9 million from S$1.2 million for 1QFY15.

The increase in depreciation and amortisation expenses was mainly attributed to the higher depreciation charge resulting mainly from the additional properties, plant and equipment and land use rights for the Group's new operating facilities in China.

Other Operating Expenses

Other operating expenses decreased slightly by S$0.4 million from S$4.2 million for 1QFY15 to S$3.8 million for 1QFY16 due mainly to the Group's continuing focus on higher efficiencies and streamlining efforts for the quarter under review.

Foreign Exchange Differences

Foreign exchange differences for 1QFY15 were a gain of S$1.7 million compared to a loss of S$2.4 million for 1QFY16.

These foreign exchange differences resulted mainly from the exchange rate movement of both Renminbi and Singapore dollar against US dollar and Euro.

Finance Expenses

Finance expenses decreased by S$0.5 million from S$0.7 million for 1QFY15 to S$0.2 million for 1QFY16. The decrease in finance expenses was mainly attributed to lower financing costs resulting from lower borrowings for the quarter under review as compared to 1QFY15.

Profit After Income Tax

Resulting from the factors mentioned above, the Group registered a profit after income tax of S$0.5 million for 1QFY16 as compared to a loss of S$0.4 million for 1QFY15.

Statement of Financial Position - Group

Non-current assets decreased by S$1.8 million from S$206.2 million as at 31 December 2015 to S$204.4 million as at 31 March 2016. The decrease was mainly attributed to (1) an increase in depreciation and amortisation charges; (2) losses resulting from foreign currency translation which mainly impacted the Group's property, plant and equipment balance as at 31 March 2016; partially offset by additional investment in the construction of a factory in Kunshan City, China.

Current assets decreased by S$12.6 million from S$300.1 million as at 31 December 2015 to S$287.5 million as at 31 March 2016. The decrease was mainly attributed to a decrease in trade and other receivables of S$23.3 million resulting mainly from higher level of collections in the current quarter under review and decrease in contract work-in-progress of S$3.5 million; partially offset by an increase in inventory holdings of S$14.2 million which were in tandem with the increase in level of business activities undertaken by the Group in 1QFY16.

Non-current liabilities increased by S$2.8 million from S$13.7 million as at 31 December 2015 to S$16.5 million as at 31 March 2016 due mainly to an increase in borrowings of S$2.4 million.

Deferred income relates to grants and special funds from the PRC government, which are recognized initially as deferred income upon receipt and when there is reasonable assurance that the conditions associated with the grant or fund can be complied with, they are then recognized as other income over the useful life of the related assets.

Current liabilities decreased by S$13.8 million, to S$232.9 million as at 31 March 2016 from S$246.7 million as at 31 December 2015. The decrease was due mainly to the net repayment of borrowings of S$1.7 million; decrease in trade and other payables of S$10.2 million arising from the increase in settlement of payables in 1QFY16; and a decrease in tax provision of S$2.7 million.

8. Financial Performance (Continued)

Statement of Financial Position - Group (continued)

Cash Flow, Borrowings and Gearing

GROUP	Mar 2016 $'000	Dec 2015 $'000	Change %
Net assets	242,481	245,955	↓ 1
Net current assets	54,629	53,458	↑ 2
Total borrowings	21,994	21,281	↑ 3
Gearing ratio	**9.1%**	**8.7%**	
Cash and cash equivalents	33,518	33,637	-
Net cash	11,524	12,356	↓ 7

The Group's cash and cash equivalents as at 31 March 2016 were S$33.5 million compared to S$33.6 million as at 31 December 2015. After accounting for the borrowings of S$22.0 million, the Group had a net cash of S$11.5 million as at 31 March 2016 compared to a net cash of S$12.4 million as at 31 December 2015. The Group had a gross gearing ratio of 9.1% as at 31 March 2016 compared to 8.7% as at 31 December 2015.

9. Where a forecast, or a prospect statement, has been previously disclosed to shareholders, any variance between it and the actual results

No forecast or prospect statement was previously given.

10. A commentary at the date of the announcement of the significant trends and competitive conditions of the industry in which the group operates and any known factors or events that may affect the group in the next reporting period and the next 12 months

Industry Outlook

According to a report[1] by market research firm MarketsandMarkets, analysts had forecasted that the global market for Passenger Boarding Bridge (PBB) market will register a compound annual growth rate (CAGR) of 6.20% by 2020.

Increasing air travel demand and growing air passenger traffic is considered as a major aspect leading to the transformation of airports. Over the last few decades, usage of automated PBB witnessed a tremendous increase. Airport authorities made significant investments in order to integrate automated PBBs which would help reduce the aircraft turnaround time.

Asia-Pacific is expected to register higher CAGR, led by China and the total market for PBB in this specific region is projected to increase at a CAGR of 8.4%. It is reported that large scale airport modernization and development programs implemented by the authorities in this specific region is the major factor that will drive the demand of PBB.

Analysts at the leading global technology research and advisory firm Technavio forecast that new airport construction and terminal expansion projects worldwide will drive the global commercial airport baggage handling systems (BHS) market to grow at a CAGR of around 8% between 2016 and 2020[2]. Countries such as China, Turkey, UAE and the United States are currently undergoing multiple large airport construction projects.

As per Technavio's market estimates, the Asia Pacific (APAC) region was the largest market for commercial airport BHS in 2015 and will likely have an annual average growth of 6.3% in passenger traffic for the next 20 years. The report also estimated that almost 50% of global air traffic over the next 20 years will originate from this region. APAC will likely account for the maximum amount of air passenger traffic by 2035, overtaking North America and Europe. Besides the growth in air traffic, several new airports have been constructed and existing ones modernized. A lead analyst at Technavio specialising in research on aerospace products indicated that the upgrade of BHS is also necessary to cope with the increased demand of passenger traffic in the future.

The Middle East is also one of the fastest growing aviation markets in the world. For the next 20 years, Technavio had forecasted that the passenger traffic in the region will grow at 6.4% and the cargo traffic is expected to grow at 5.9%.

Technavio anticipates that the air passenger traffic in North America will increase at an annual average of 2.9% over the next 20 years. The expected air traffic growth along with the airport construction projects are driving the growth of the commercial airport BHS market in the region. The United States, in particular, had the highest number of air passengers and aircraft movements in 2014. The country is also the single largest market for airport BHS worldwide.

The high growth rate in new car registration worldwide with growth in regional economies in the Asia Pacific region presents strong potential for the demand in car park automation systems. Furthermore, the ongoing and upcoming smart city projects worldwide will also create new demand for intelligent parking management systems. The global parking management industry is expected to grow in tandem with the growth in vehicle ownership and parking facilities development at a CAGR of 12.1% from 2013 to 2018[3].

10. A commentary at the date of the announcement of the significant trends and competitive conditions of the industry in which the group operates and any known factors or events that may affect the group in the next reporting period and the next 12 months (continued)

Business Outlook

The Group believes that the positive industry dynamics and development of new airport infrastructure, both in China and globally, will generate demand for the Group's suite of products and services.

The continuous growth and development of our core business segments worldwide remains the key priority and focus for the Group. Going forward, the Group will continue to strengthen its market leading position in the global PBB business while expanding its airport facility equipment, ground support equipment and automated parking systems businesses.

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[1] *"Passenger Boarding Bridge Market by Airport Type (Class A, Class B & Class C), by PBB Type (Apron Drive, Radial, Fixed Pedestal, Elevated "T", Standard Drive, Mobile (Telescopic), Noseloader, & Dual Boarding) & by Geography - Global Trends & Forecasts to 2014 - 2020" – https://industrytoday.co.uk/aerospace/-passenger-boarding-bridge-market-worth-42-billion-by-2020*

[2] *http://www.businesswire.com/news/home/20160229005847/en/Airport-Construction-Terminal-Expansion-Projects-Driving-Global*
http://www.technavio.com/report/global-aerospace-products-commercial-airport-baggage-handling-systems-market

[3] *http://www.academia.edu/4576117/Parking_Management_Market_worth_7.43_Billion_by_2018*

11. Dividends

(a) Current Financial Period Reported On, any dividend declared for the current financial period reported on?

No.

(b) Corresponding Period of the Immediately Preceding Financial Year, any dividend declared for the corresponding period of the immediately preceding financial year?

No.

(c) Date payable

Not applicable.

(d) Books closure date

Not applicable.

12. If no dividend has been declared/recommended, a statement to that effect

No dividend has been declared or recommended for 1QFY16.

13. If the Group has obtained a general mandate from shareholders for Interested Person Transactions (IPTs), the aggregate value of such transactions as required under Rule 920(1)(a)(ii). If no IPT mandate has been obtained, a statement to that effect

Name of Interested Person[1]	Aggregate value of all interested person transactions during the financial period under review (excluding transactions less than $100,000 and transactions conducted under the shareholders' mandate pursuant to Rule 920)	Aggregate value of all interested person transactions conducted under the shareholders' mandate pursuant to Rule 920 (excluding transaction less than $100,000)
	S$'000	S$'000
CIMC Finance Company Ltd ("CIMC Finance")		
- Cash deposits placed with CIMC Finance[2]	-	12,031
Shenzhen South CIMC Logistics Co., Ltd[3]	-	308
CIMC Intermodal Development Co., Ltd[3]	-	239

Notes

1. These companies are considered the "same interested person" for the purposes of Chapter 9 of the Catalist Rules.
2. This relates to the cumulative cash deposit (exclude withdrawals) placed with CIMC Finance for 3 months ended 31 March 2016.
3. This relates to the provision of transportation service by Shenzhen South CIMC Logistics Co., Ltd and CIMC Intermodal Development Co., Ltd.

14. Confirmation that the Issuer has procured undertakings from all its directors and executive officers under Rule 720(1) of the Catalist Rules

The Company confirms that it has procured all the required undertakings from all its directors and executive officers in the format set out in Appendix 7H under Rule 720(1) of the Catalist Rules.

15. Negative Assurance

To the best of our knowledge, nothing has come to the attention of the Board of Directors which may render the unaudited financial results of the Group and the Company for the quarter ended 31 March 2016 to be false or misleading in any material aspect.

On behalf of the Board

Zheng Zuhua
Chairman

Yu Yuqun
Non-Executive Director

16. The Singapore Code on Take-overs and Mergers

On 21 April 2016, the Company announced the voluntary unconditional cash offer ("Offer") by DBS Bank Ltd. for and on behalf of Sharp Vision Holdings Limited ("Offeror") for all the issued and paid-up ordinary shares ("Shares") in the capital of the Company, other than those Shares held, directly or indirectly, by the Offeror and Shenzhen TGM.

In view of the above, this announcement has been reported on in accordance with Rule 25 of the Singapore Code on Take-overs and Mergers with the following Annexures:-

Annexure I - Report dated 27 May 2016 from PricewaterhouseCoopers LLP, Public Accountants and Chartered Accountants of Singapore ("Independent Auditors of the Company") on their review of the consolidated condensed interim financial information for the three-month period ended 31 March 2016.

Annexure II - Report dated 27 May 2016 from Xandar Capital Pte Ltd, the Independent Financial Adviser to the Directors of the Company who are considered independent for the purpose of making a recommendation to the shareholders of the Company in respect of the Offer, on their review of the unaudited consolidated financial statement for the three-month period ended 31 March 2016.

BY ORDER OF THE BOARD
Tan Swee Gek
Company Secretary
27 May 2016

APPENDIX IV

REVIEW REPORT FROM PRICEWATERHOUSECOOPERS LLP AND LETTER FROM THE IFA IN RELATION TO THE UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS OF THE GROUP FOR THE THREE MONTHS ENDED 31 MARCH 2016

The extract of the review report dated 27 May 2016, on the condensed consolidated interim financial information of the Company and its subsidiaries for the quarter ended 31 March 2016 which has been prepared in accordance with Singapore Financial Reporting Standard 34, Interim Financial Reporting, is as follows:



To Pteris Global Limited

Report on review of condensed consolidated interim financial information for the three-month period ended 31 March 2016

Introduction

We have reviewed the accompanying condensed consolidated interim statement of financial position of Pteris Global Limited (the "Company") and its subsidiaries (the "Group") as of 31 March 2016 and the related condensed consolidated interim statement of comprehensive income, changes in equity and cash flows for the three-month period then ended and other explanatory notes. Management is responsible for the preparation and presentation of this condensed consolidated interim financial information in accordance with Singapore Financial Reporting Standard 34 *Interim Financial Reporting*. Our responsibility is to express a conclusion on this condensed consolidated interim financial information based on our review.

Scope of review

We conducted our review in accordance with Singapore Standard on Review Engagements 2410, "*Review of Interim Financial Information Performed by the Independent Auditor of the Entity*". A review of interim financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Singapore Standards on Auditing and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the accompanying condensed consolidated interim financial information is not prepared, in all material respects, in accordance with Financial Reporting Standard 34 *Interim Financial Reporting*.

Restriction on use

Our report is provided on the basis that it is solely for the information of the directors of the Company to enable the directors of the Company to fulfil their responsibilities under Rule 25 of the Singapore Code on Take-overs and Mergers and the requirements of the Listing Rules of the Singapore Exchange Securities Trading Limited. Our report should not be quoted or referred to, in whole or in part, without our prior written permission, for any other purpose. We do not assume any responsibility or liabilities for losses occasioned to the directors of the Company or any other party as a result of the circulation, publication, reproduction or use of the report contrary to the provision of this paragraph.

PricewaterhouseCoopers LLP
Public Accountants and Chartered Accountants

Singapore, 27 May 2016

PricewaterhouseCoopers LLP, 8 Cross Street #17-00, PWC Building, Singapore 048424
T: (65) 6236 3388, F: (65) 6236 3300, www.pwc.com/sg GST No.: M90362193L Reg. No.: T09LL0001D

PricewaterhouseCoopers LLP (Registration No. T09LL0001D) is an accounting limited liability partnership registered in Singapore under the Limited Liability Partnerships Act (Chapter 163A). PricewaterhouseCoopers LLP is part of the network of member firms of PricewaterhouseCoopers International Limited, each of which is a separate and independent legal entity.

27 May 2016

Pteris Global Limited
28 Quality Road
Singapore 618828

Attention: The Board of Directors

Dear Sirs

This letter has been prepared for inclusion in the circular to shareholders to be dated 2 June 2016 (the "**Offeree Circular**") and issued by Pteris Global Limited (the "**Company**") in connection with the voluntary unconditional cash offer by DBS Bank Ltd. for and on behalf of Sharp Vision Holdings Limited (the "**Offeror**"), to acquire all the issued and paid-up ordinary shares in the capital of the Company ("**Shares**") other than those Shares held, directly or indirectly, by the Offeror and Shenzhen TGM Ltd..

On 27 May 2016, the Company announced its reviewed first quarter financial statements for the three months financial period ended 31 March 2016 ("**Interim Financial Results**"). The Interim Financial Results is solely the responsibility of the directors of the Company ("**Directors**").

We have examined the Interim Financial Results and held discussions with the management of the Company on the Interim Financial Results. In addition, we have considered the report dated 27 May 2016 addressed to the Company by the Company's auditors, PricewaterhouseCoopers LLP, in relation to its review of the condensed interim financial information of the Company and its subsidiaries for the three months financial period ended 31 March 2016.

In rendering our opinion, we have relied on the accuracy and completeness of all information provided to, or discussed with us. We have not verified the accuracy and completeness of such information. Nonetheless, we have made reasonable enquiries and used our judgement in assessing such information. We have also relied on the confirmation by the Directors that, to the best of their knowledge, nothing has come to the attention of the Directors which may render the Interim Financial Results to be false or misleading in any material aspect.

Based on the foregoing, we are of the opinion that the Interim Financial Results (for which the Directors are solely responsible) have been prepared by the Directors after due and careful enquiry. Save as provided in this letter, we do not express any other opinion on the Interim Financial Results.

This letter is addressed to the Directors for the sole purpose of complying with Rule 25 of the Singapore Code on Take-overs and Mergers and not for any other purpose. We do not accept any responsibility to any other person (other than to the Directors) in respect of, arising from or in connection with this letter.

Yours faithfully
XANDAR CAPITAL PTE. LTD.

ALEX TAN KAH KOON
EXECUTIVE DIRECTOR

PAULINE SIM POI LIN
HEAD OF CORPORATE FINANCE

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)
Address 地址 3 Shenton Way, #24-02 Shenton House, Singapore 068805 珊顿道 3 号，珊顿大厦#24-02，新加坡 068805
Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 http://www.xandarcapital.com

APPENDIX V

VALUATION CERTIFICATIES

Colliers International (Hong Kong) Ltd
Valuation & Advisory Services

c/- 1 Raffles Place
#45-00, One Raffles Place
Singapore 048616
RCB No. 198105965E

MAIN +65 6223 2323
FAX +65 6222 4901
URL www.colliers.com

VALUATION CERTIFICATE



Our Reference	:	PTE/869/2016
Valuation Prepared for	:	Pteris Global Limited
Purpose of Valuation	:	Circular Purpose
Valuation Date	:	30 April 2016
Inspection Date	:	3 May 2016
Address of Property	:	28 Quality Road Singapore 618828
Type of Property	:	Industrial
Brief Description	:	The property is a purpose-built single-storey factory/warehouse with a 3-storey ancillary office building. It is located on the south-western junction of Quality Road and International Road, within Jurong Industrial Estate and some 19.5 km from the City Centre. Accessibility to other parts of Singapore is enhanced by its close proximity to the Ayer Rajah/ Pan-Island Expressways, West Coast Highway and Boon Lay MRT/ Bus Interchange, all are within a short drive away.
Land Area	:	24,999.1 sq m or thereabouts
Gross Floor Area	:	22,353.77 sq m (as provided and subject to final survey)
Year of Completion	:	We understand that the building was completed sometime in 2011
Legal Description	:	Lot 4214V Mukim 6
Registered Owner	:	Pteris Global Limited
Tenure	:	30-year lease commencing 1 June 2007 with an option for a further term of 30 years (Our instruction are to value the property based on a balance lease term of 51.1 years)
Master Plan Zoning	:	"Business 2" with Plot Ratio 2.0
Permitted Uses	:	For the usage of research & development, design and manufacture of airport logistics systems which includes system and capacity evaluation, conceptual design, computer control and integration, computer simulation, project implementation as well as maintenance services only
Condition	:	At the time of our inspection, the Property was partly occupied by the owner and partly tenanted.
Methods of Valuation	:	Market Approach and Income Approach
Valuation Basis	:	In view of the foregoing, and having taken into consideration the prevailing market conditions as at 30 April 2016, we are of the opinion that the market value of the Property, assuming free from any encumbrances, is:

Market Value as at 30 April 2016: **SGD$58,000,000**
(SINGAPORE DOLLARS FIFTY-EIGHT MILLION ONLY)

Prepared By : **Colliers International (Hong Kong) Limited**

Zhirong He (Flora He)
MRICS MCOMFIN
Senior Director
Valuation and Advisory Services I China

Goh Seow Leng
B.Sc (Estate Management), MSISV
Appraiser's Licence No. AD041-2003809B
Executive Director
Valuation and Advisory Services I Singapore

This valuation certificate is subject to the attached Caveats and Assumptions

Appendix I

CAVEATS AND ASSUMPTIONS

1. **DEFINITIONS**

In these Caveats and Assumptions the following words or phrases shall have the meaning or meanings set out below:

'Confidential Information' means information that:

(a) Is by its nature confidential.

(b) Is designed by Us as confidential.

(c) You know or ought to know is confidential.

(d) Includes, without limitation: information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services.

'Currency Date' means, in relation to any valuation report, the date as at which our professional opinion is stated to be current.

'Fee' means the amount agreed to be paid for the Services as set out in the Quotation.

'**Parties**' means You or Us as the context dictates.

'**Quotation**' means the written quote provided by Us in relation to the Services.

'**Services**' means the valuation services provided pursuant to these Terms and Conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the Services.

'**The Property**' means the assets which are subject of our appointment as your advisor.

'**We**', '**Us**', '**Our**', '**Colliers**' means Colliers International Limited.

'**You**', '**Your**', '**Client**' means the person, company, firm or other legal entity by or on whose behalf instructions are given, and any person, firm, company or legal entity who actually gave the instructions to us even though such instructions were given as agent for another.

'**Professional Property Practice Standards**' refers to RICS Valuation and Appraisal Handbook, or Singapore Institute of Surveyors & Valuers' Valuation Standards and Practice Guidelines.

2. **PERFORMANCE OF SERVICES**

2.1 We have provided the Services in accordance with:

(a) The Terms and Conditions contained herein; or

(b) As specifically instructed by You for the purpose of the Services; and

(c) Within the current provisions set by the prevailing Professional Property Practice Standards.

3. **CONDITION OF THE PROPERTY**

3.1 No allowance has been made in our report for any charges, mortgages or amounts owing on any of the properties valued nor for any expenses or taxation which may be incurred in effecting a sale. We have assumed that the Property is free from and clear of any and all charges, liens and encumbrances of an onerous nature likely to affect value, whether existing or otherwise, unless otherwise stated. We assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable. We are not aware of any easements or rights of way affecting the property and our valuation assumes that none exists.

3.2 We have assumed that the Property has been constructed, occupied and used in full compliance with, and without contravention of, all ordinances, except only where otherwise stated. We have further assumed that, for any use of the Property upon which this report is based, any and all required licences, permits, certificates, and authorisations have been obtained, except only where otherwise stated.

3.3 We have assumed that any development sites are in a condition suitable for development; this has not been checked by us.

3.4 We have not carried out detailed site measurements to verify the correctness of the site areas in respect of the properties but have assumed that the site areas shown on the documents and official site plans handed to us are correct. All documents and contracts have been used as reference only and all dimensions, measurements and areas are approximations. No on-site measurements has been taken.

3.5 We have assumed that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.

3.6 An internal inspection has been made, unless otherwise stated.

3.7 While due care is exercised in the course of our inspection to note any serious defects, no structural survey of the Property will or has been undertaken, and We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.

3.8 None of the services have been tested by Us and we are unable therefore to report on their present condition, but will presume them to be in good working order.

3.9 We recommend that You engage appropriately qualified persons to undertake investigations excluded from our Services.

3.10 No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

4. ENVIRONMENT AND PLANNING

4.1 We have obtained town planning information from the prevailing Master Plan available on URA website. It is your responsibility to check the accuracy of this information under the appropriate planning legislation.

4.2 For obvious reasons, we do not and cannot provide information relating to government acquisitions unless the land has already been gazetted for acquisition.

4.3 No requisition on road, MRT, LRT, drainage and other government proposals has been made by us. Such information will not be tendered unless specifically requested for and we be properly reimbursed.

4.4 We do not hold ourselves to be experts in environmental contamination. Unless otherwise stated, our inspection of the site did not reveal any contamination or pollution affectation, and our valuation has been prepared on the assumption that that the land is not contaminated and has not been affected by pollutants of any kind. We would recommend that that this matter be checked by a suitably qualified environmental consultant. Should subsequent investigation show that the site is contaminated, our valuation may require revision.

5. FLOOR/BUILDING AREAS AND LETTABLE AREAS

5.1 Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the prevailing Professional Property Practice Standards.

5.2 If you do not provide Us with a survey, We will estimate floor/building and/or lettable areas based only upon available secondary information (including but not limited to building plans, deposited plans, and our own measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the prevailing Professional Property Practice Standards.

5.3 Where such a survey is subsequently produced which differs from the areas estimated by us then You will refer the valuation back to Us for comment or, where appropriate, amendment.

6. OTHER ASSUMPTIONS

6.1 Unless otherwise notified by You, We will assume:

(a) There are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the Title.

(b) All licences and permits can be renewed and We have not made any enquires in this regard.

6.2 Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural/ dilapidation reports), we will rely upon the apparent expertise of such experts/ specialists. We will not verify the accuracy of this information or reports, and assume no responsibility for their accuracy.

6.3 Our services are provided on the basis that the client has provided us with a full and frank disclosure of all information and other facts which may affect the service, including all secrecy clauses and side agreements. We accept no responsibility or liability whatsoever for the valuation unless such a full disclosure has been made.

6.4 Any plans, sketches or maps included in this report are for identification purposes only and should not be treated as certified copies of areas or other particulars contained therein.

6.5 The study of possible alternative development options and the related economics are not within the scope of this report, unless otherwise stated.

6.6 Our opinion about the Market Value of the property is free from any influence and/ or point of views of any other parties.

6.7 All Location Plans are obtained from www.streetdirectory.com. Whilst we do make every endeavor to update the maps as far as it is possible, we do not vouch for the accuracy of the maps and shall not be responsible if it is otherwise.

6.8 Values are reported in Singapore currency unless otherwise stated.

7. ESTIMATED SELLING PRICE

7.1 Where you instruct Us to provide an Estimated Selling Price, You agree that the Services:

(a) Are limited to the provision of an opinion based on Our knowledge of the market and informal enquiries.

(b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search of Title(s) or other enquiries as to encumbrances, restrictions or impediments on Title(s); or other investigations which would be required for a formal valuation.

(c) Provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.

7.2 No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an Estimated Selling Price.

8. CURRENCY OF VALUATION

8.1 Due to possible changes in market forces and circumstances in relation to the property the Services can only be regarded as relevant as at the Currency Date.

8.2 Where You rely upon Our valuation report after the Currency Date, You accept the risks associated with market movements between the Currency Date and the date of such reliance.

8.3 Without limiting the generality of 9.1, You should not rely upon Our valuation:

(a) After the expiry of 3 months from the Currency Date;

(b) Where circumstances have occurred during that period which may have a material effect on the value of the property or the assumptions or methodology used in the valuation report.

9. MARKET PROJECTIONS

9.1 Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only and based on information currently available to us and not representative of what actual values of the property will be as at future date. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.

9.2 Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.

9.3 Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.

9.4 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to us by you.

10. YOUR OBLIGATIONS

10.1 You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Services.

10.2 You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.

10.3 You authorise and license Us to incorporate Your intellectual property within Our report(s).

10.4 You will not release any part of Our valuation report or its substance to any third party without Our written consent. When we consent for You to release Our report or any part of Our report to any third party, we do so on the basis that these terms and conditions will apply to the new addressee(s) as if it/ they had been a party to the original letter of instruction between us. Where we consent to such reliance, You agree to furnish the addressee with a copy of any reliance letter issued by Us and/ or a copy of these terms and conditions.

10.5 We reserve the right to reconsider or amend the valuation advice, or the Fee set out in Our Quotation to You, if;

(a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or

(b) Where subsequent site inspections made in relation to any of the matters raised in Clause 3 materially affect or may alter the value of the property, the subject of the Services.

(c) The information provided to Us by You prior to the provision of services is in any way incomplete, misleading or wrong.

10.6 If You release any part of the valuation advice or its substance without written consent, You agree to defend, You agree to defend and indemnify Us against claims by a third party who has reviewed the report if We have not, at or subsequent to the time of engagement, provided our specific written consent to such party reviewing and replying on the report. We have no responsibility to any other person even if that person suffers damage as a result of You providing this valuation without Our prior consent.

10.7 You agree that the only remedy for losses or damages relating to the breach of this Agreement shall be limited to three times Our contracted fee for the assignment and no claim shall be made any consequential or punitive damages.

10.8 You agree not to bring any claim for any losses against any director, consultant or any employee of Ours. You hereby agree that Our director, consultant or any employee does not have a personal duty of care to You and any claim for losses must be brought against Colliers International.

10.9 Where any loss is suffered by You for which We and any other person are jointly and severally liable to You the loss recoverable by You from Us shall be limited so as to be in proportion to our relative contribution to the overall fault.

11. CONFIDENTIALITY

11.1 This report and each part of it is prepared and intended for the exclusive use of the Client for the sole purpose stated in our valuation report, and in accepting this report, the Client expressly agrees not to use or rely upon this report or any part of it for any other purpose. No person other than the Client shall use or rely upon this report or any part of it for any purpose unless we have given Our express written consent. Similarly neither the whole nor any part of this report nor any reference there to may be included in any document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.

11.2 If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

11.3 You agree that You will indemnify, hold harmless and defend Us from and against any and all loss, liability, costs or expenses (including but not limited to professional or executive time) We may suffer or reasonably incur, directly or indirectly, as a result of a breach of this clause.

11.4 Unless otherwise directed in writing by Client, Colliers International retains the right to include references to the Services in its promotional material. Such references shall not contain confidential material.

12. PRIVACY

12.1 We may obtain personal information about You in the course of performing Our Services. We respect your privacy and advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

13. SUBCONTRACTING

13.1 We may sub-contract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these Terms and Conditions, with Your consent.

14. LIMITATION OF COLLIERS LIABILITY

14.1 To the extent permissible under applicable laws, in no event shall Colliers International be liable to Client or anyone claiming by, through or under Client, including insurers, for any lost, delayed, or diminished profits, revenues, production, business, use or opportunities, or any incidental, special, indirect, or economic losses, wasted costs, diminution of value or consequential damages, of any kind or nature whatsoever, however caused.

14.2 We shall be released from Our obligations to the extent that performance thereof is delayed, hindered or prevented by any circumstances beyond Our reasonable control (example being a strike, act of God or act of terrorism). All the costs and benefits forecasted will, ultimately, be determined by future market conditions. Forecasts of these elements are based on assumptions of certain variable factors, which, in turn, are extremely sensitive to changes in the market and economic contexts. For this reason, the figures mentioned in this report were not computed under any known or guaranteed conditions. Rather, these are forecasts drawn from reliable sources of data and information and made in the best judgment and professional integrity of Colliers international. Notwithstanding this, Colliers International reiterates that it will not accept any responsibilities in the face of damage claims that might result from any error, omission or recommendations, viewpoints, judgments and information provided in this report.

14.3 Neither Colliers nor any employee of Ours shall be required to give testimony or to appear in court or any other tribunal or at any government agency by reason of this valuation report or with reference to the property in question, except by court summons/ judicial notification, and unless prior arrangements have been made and we are properly reimbursed for reasonable time and expenses incurred. The hourly billing pertain to court preparation, waiting and travel time, document review and preparation (excludes valuation report) and all meetings related to court testimony.

14.4 We are free from any possible legal and/ or non-legal issue which may attach to the Property's title documents.

14.5 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to Us by You.

14.6 Our liability for loss and damage attributable to Our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall be limited to a maximum of three times Our contracted fee for the assignment per property for any single case. A single case of damages is defined as the total sum of all damage claims of all persons entitled to claim, which arise from one and the same professional error/ offence. In the case of damages suffered from several offences brought about by the same technical error within the scope of several coherent services of a similar nature, we are only to held liable for an amount of three times Our contracted fee for the assignment per property.

14.7 Where the agreement is addressed to more than one Client, the above limit of liability applies to the aggregate of all claims by all such Clients and not separately to each Client.

14.8 No third party will be entitled to rely on any part of Our valuation report or its substance or advice except with our written consent. Should any third party rely on Our report without obtaining Our written consent, We are not bound by any liability which arises from the use of or reliance upon Our valuation report by such unauthorized party.

14.9 We will not be liable for any services outside the scope of the services agreed to be performed by Us, and in respect of any consequential losses or loss of profits.

14.10 Responsibility for Our valuation extends only to the party(ies) to whom it is addressed. However in the event of Us being asked by You to re-address Our report to another party or other parties or permit reliance upon it by another party or other parties, We will give consideration to doing so, to named parties, and We reserve the right to charge additional fee for doing so although We will agree such fee with You before commencing the work.

15. ENTIRE AGREEMENT

15.1 No further agreement, amendment or modification of these Terms and Conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.

15.2 If there is inconsistency between these Terms and Conditions and the Quotation, any letter of instruction from You, or other specific request or information shall prevail to the extent of the inconsistency.

15.3 Copyright in any reports, documents or other material provided to You by Us shall remain Our property at all times unless otherwise stated

16. ANTI BRIBERY AND CORRUPTION MEASURES

16.1 We represent, in connection with any services to be provided to You, that neither We nor Our contractors, employees or agents (collectively, "Consultant") has made or will make, either directly or indirectly, any payments (i) to or for the use or benefit of any Government Official (ii) to any other person either for an advance or reimbursement, if Consultant knows or has reason to know that any part of such payment has been or will be given to any Government official or (iii) to any person or entity, the payment of which would violate laws and regulations in Australia, the United States, the United Kingdom or any other government entity having jurisdiction over the activities carried out by Consultant. The term "Government Official" in this paragraph means any officer or employee of a government or any governmental department or agency, or any person acting in an official capacity for or on behalf of any such government or governmental department or agency, including employees of state-owned or controlled entities and candidates for political office.

16.2 We represent that, in connection with any services to be provided to You, We will conduct operations at all times in compliance with applicable financial recordkeeping and reporting requirements, including all applicable money laundering-related laws of any jurisdictions where We conduct business or own assets.

Colliers International (Hong Kong) Ltd
Valuation & Advisory Services
Company Licence No: C-006052

Suite 5701 Central Plaza
18 Harbour Road Wanchai
Hong Kong

MAIN 86 21 6141 4350
FAX 86 21 6141 3699
EMAIL flora.he@colliers.com

VALUATION CERTIFICATE



Our Reference	:	16-12048-1
Name of Property	:	Langfang CIMC Airport Support Factory (廊坊中集空港基地)
Valuation Prepared for	:	Pteris Global Limited
Purpose of Valuation	:	Circular Purpose
Valuation Date	:	30 April 2016
Inspection Date	:	3 May 2016
Address of Property	:	No.188 Xingye Er Road, Chaobai River Development Area, Hui Autonomous County of Dachang, Langfang, Hebei Province, PRC
Type of Property	:	Industrial
Brief Description	:	The Property, known as "Langfang CIMC Airport Support Factory (廊坊中集空港基地)", is located at No.188 Xingye Er Road, Chaobai River Development Area. The Property has two phases. The Phase I comprises a single-storey workshop, a four-storey office building, a five-storey complex building, two gatehouses and facilities rooms, with a total gross floor area (GFA) of approximately 32,868.92 sq m. As advised, the Phase I of the Property was completed and handed over in June 2015. Upon inspection, the Phase II was vacant land.
Land Area	:	68,099.00 sq m (total)
Gross Floor Area	:	32,868.92 sq m (Phase I)
Year of Completion	:	June 2015 (Phase I)
Legal Description	:	Pursuant to the State-owned Land-use Rights Certificates No. Da Chang Guo Yong (2015) Di 05008 Hao dated 27 November 2015, the land-use rights of a portion of the Property with a site area of 16,841.10 sq m have been granted to Langfang CIMC Airport Support Ltd. (廊坊中集空港设备有限公司) for industrial purpose for a term expiring on 15 April 2065. Pursuant to the Fixed Assets Investment Record Certificate of Hebei Province No. Da Fa Gai Bei Zi (2014) 35 Hao dated 29 April 2014, the permission of the fixed assets investment in Dachang Chaobai River Development Area have been granted to Langfang CIMC Airport Support Ltd. (廊坊中集空港设备有限公司) with a total site area of 68,099 sq m and a total GFA of 82,553.15 sq m.
Registered Owner	:	Langfang CIMC Airport Support Ltd. (廊坊中集空港设备有限公司)
Tenure	:	For a remaining term of approximately 49 years expiring on 15 April 2065.
Condition	:	At the time of our inspection, Phase I was occupied by one tenant, and Phase II was vacant land.
Permitted Uses	:	Industrial
Method of Valuation	:	Market Approach and Cost Approach
Valuation Basis	:	In view of the foregoing, and having taken into consideration the prevailing market conditions as at 30 April 2016, we are of the opinion that the market value of the Property, free from any encumbrances, is: **Market Value on vacant possession basis as at 30 April 2016: RMB120,000,000** (RENMINBI ONE HUNDRED AND TWENTY MILLION ONLY)
Prepared By	:	**Colliers International (Hong Kong) Limited**

Zhirong He (Flora He)
MRICS MCOMFIN
Senior Director
Valuation and Advisory Services I China

This valuation certificate is subject to the attached Caveats and Assumptions

Colliers International (Hong Kong) Ltd
Valuation & Advisory Services
Company Licence No: C-006052
Suite 5701 Central Plaza
18 Harbour Road Wanchai
Hong Kong

MAIN 86 21 6141 4350
FAX 86 21 6141 3699
EMAIL flora.he@colliers.com

VALUATION CERTIFICATE



Our Reference	:	16-12048-2
Name of Property	:	Kunshan CIMC Industrial Property
Valuation Prepared for	:	Pteris Global Limited
Purpose of Valuation	:	Circular Purpose
Valuation Date	:	30 April 2016
Inspection Date	:	3 May 2016
Address of Property	:	No. 658 Jiande Road, Zhangpu Town, Kunshan, Jianagsu Province, PRC
Type of Property	:	Industrial
Brief Description	:	The Property is a factory comprising three single-storey workshops, a five-storey complex building, two guard houses, a dumping station and other facilities with a total gross floor area (GFA) of approximately 38,672.76 sq m. The Property is located along Jiande Road and Zhenxin East Road in German Industrial Park in Zhangpu Town in Kunshan.
Land Area	:	66,264.60 sq m
Gross Floor Area	:	38,672.76 sq m
Year of Completion	:	2016
Legal Description	:	Pursuant to the State-owned Land-use Rights Certificates No. Kun Guo Yong (2015) Di DW32 Hao dated 17 February 2015, the land-use rights of the Property with a site area of 66,264.60 sq m have been granted to 昆山中集物流自动化设备有限公司 for industrial purpose for a term expiring on 14 February 2065.
Registered Owner	:	昆山中集物流自动化设备有限公司
Tenure	:	For a remaining term of approximately 49 years expiring on 14 February 2065.
Condition	:	At the time of our inspection, the Property was vacant.
Permitted Uses	:	Industrial
Method of Valuation	:	Market Approach and Cost Approach
Valuation Basis	:	In view of the foregoing, and having taken into consideration the prevailing market conditions as at 30 April 2016, we are of the opinion that the market value of the Property, free from any encumbrances, is:

Market Value on vacant possession basis as at 30 April 2016: **RMB149,000,000**
(RENMINBI ONE HUNDRED FORTY NINE MILLION ONLY)

Prepared By : **Colliers International (Hong Kong) Limited**

Zhirong He (Flora He)
MRICS MCOMFIN
Senior Director
Valuation and Advisory Services I China

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Valuation & Advisory Services
Company Licence No: C-006052

Suite 5701 Central Plaza
18 Harbour Road Wanchai
Hong Kong

MAIN 86 21 6141 4350
FAX 86 21 6141 3699
EMAIL flora.he@colliers.com

VALUATION CERTIFICATE



Our Reference	:	16-12048-3
Name of Property	:	Shenzhen CIMC-Tianda Airport Support Factory (深圳中集天达空港基地)
Valuation Prepared for	:	Pteris Global Limited
Purpose of Valuation	:	Circular Purpose
Valuation Date	:	30 April 2016
Inspection Date	:	3 May 2016
Address of Property	:	No.9 Fuyuan Er Road, Fuyong Sub-district, Bao'an District, Shenzhen, Guangdong Provice, PRC
Type of Property	:	Industrial
Brief Description	:	The Property, known as "Shenzhen CIMC-Tianda Airport Support Factory (深圳中集天达空港基地)", has two phases. The Phase I comprises three single-storey workshops, a six-storey office building, a three-storey complex building, a two-storey test tower, a gatehouse and PM & facilities rooms, with a total gross floor area (GFA) of approximately 61,426.07 sq m. The Phase II comprises two single-storey warehouses and a two-storey office building with a total GFA of 23,172.80 sq m.
Land Area	:	132,221.15 sq m
Gross Floor Area	:	84,598.87 sq m
Year of Completion	:	December 2014 (Phase I) December 2015 (Phase II)
Legal Description	:	Pursuant to the Real Estate Ownership Certificate No. Shen Fang Di Zi Di 5000543104 Hao dated 12 September 2012, the land-use rights of the Property with a site area of 132,221.15 sq m have been granted to Shenzhen CIMC-Tianda Airport Support Ltd (深圳中集天达空港设备有限公司) for industrial purpose for a term expiring on 30 December 2059. According to the State-owned Land-use Rights Grant Contract, the land-use rights can be transferred and eligible buyers should fulfil the following conditions: 1. buyers should be in the airport equipment manufacturing or related industries. 2. buyers should have more than three years of experiences in the premise or related industries. 3. buyers should be the enterprise's legal person, and have a registered capital of more than RMB50,000,000. 4. Project fund should be obtained through legal means, and self-own capital should account for no less than 30% of the project's entire investment. 5. The proposed project must complies with the indicators formulated by the State and Shenzhen Government.
Registered Owner	:	Shenzhen CIMC-Tianda Airport Support Ltd (深圳中集天达空港设备有限公司)
Tenure	:	For a remaining term of approximately 44 years expiring on 30 December 2059.
Condition	:	At the time of our inspection, Phase I was occupied by the owner and Phase II was occupied by one tenant.
Permitted Uses	:	Industrial
Method of Valuation	:	Market Approach and Cost Approach
Valuation Basis	:	In view of the foregoing, and having taken into consideration the prevailing market conditions as at 30 April 2016, we are of the opinion that the market value of the Property, free from any encumbrances, is: **Market Value on vacant possession basis as at 30 April 2016: RMB876,000,000** (RENMINBI EIGHT HUNDRED SEVENTY SIX MILLION ONLY)
Prepared By	:	**Colliers International (Hong Kong) Limited**

Zhirong He (Flora He)
MRICS MCOMFIN
Senior Director
Valuation and Advisory Services I China

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Colliers International (Hong Kong) Ltd
Valuation & Advisory Services
Company Licence No: C-006052

Suite 5701 Central Plaza
18 Harbour Road Wanchai
Hong Kong

MAIN 86 21 6141 4350
FAX 86 21 6141 3699
EMAIL flora.he@colliers.com

VALUATION CERTIFICATE



Our Reference	:	16-12048-4
Name of Property	:	Shenzhen Shekou CIMC Industrial Property
Valuation Prepared for	:	Pteris Global Limited
Purpose of Valuation	:	Circular Purpose
Valuation Date	:	30 April 2016
Inspection Date	:	3 May 2016
Address of Property	:	No. 4 Gongye 4th Road, Nanshan District, Shenzhen, Guangdong Province, PRC
Type of Property	:	Industrial
Brief Description	:	The Property is an industrial property comprising a single-level workshop, a four-storey complex building and other facilities with a total gross floor area (GFA) of approximately 10,800.00 sq m. The Property is located along Gongye 4th Road in Shekou Industrial Zone in Shenzhen. As advised by the Company, the Property was completed in early 1990s.
Land Area	:	16,151.80 sq m
Gross Floor Area	:	10,800.00 sq m
Year of Completion	:	Early 1990s
Legal Description	:	Pursuant to the Land Use Right Supplementary Lease Contract No. She Di Zu Bu He Zi 2009H011-01 Hao dated 6 January 2009, 招商局蛇口工业区有限公司(the "Lessor") and 深圳中集天达空港设备有限公司 (the "Lessee") has entered into a contract in which the Lessor has agreed to lease out the land use rights of a parcel of land located at No.4 Gongye 4th Road, Nanshan District, Shenzhen, with a site area of 16,151.80 sq m to the Lessee for industrial use for a term expiring on 30 November 2025.
Registered Owner	:	Registered owner is 招商局蛇口工业区有限公司, and the leasehold interest of the Property is vest in 深圳中集天达空港设备有限公司 until expiry of the lease contract on 30 November 2025.
Tenure	:	For a remaining term of approximately 9.6 years expiring on 30 November 2025.
Condition	:	At the time of our inspection, the Property was wholly leased to a single tenant who is currently renovating the Property.
Permitted Uses	:	Industrial
Method of Valuation	:	Income Approach
Valuation Basis	:	In view of the foregoing, and having taken into consideration the prevailing market conditions as at 30 April 2016, we are of the opinion that the market value of the Property, free from any encumbrances, is:

Market Value of the leasehold interest as at 30 April 2016: **RMB24,500,000**
(RENMINBI TWENTY FOUR MILLION FIVE HUNDRED THOUSAND ONLY)

Prepared By : **Colliers International (Hong Kong) Limited**

Zhirong He (Flora He)
MRICS MCOMFIN
Senior Director
Valuation and Advisory Services I China

This valuation certificate is subject to the attached Caveats and Assumptions

Caveats and Assumptions

1. DEFINITIONS

In these Caveats and Assumptions the following words or phrases shall have the meaning or meanings set out below:

'Confidential Information' means information that:

(a) Is by its nature confidential.
(b) Is designated by Us as confidential.
(c) You know or ought to know is confidential.
(d) Includes, without limitation: information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services.
(e) You or Your affiliates provide to Us for the purposes of the Services.

'**Currency Date'** means, in relation to any valuation report, the date as at which our professional opinion is stated to be current.

'Fee' means the amount agreed to be paid for the Services as set out in the Quotation.

'**Parties**' means You or Us as the context dictates.

'**Quotation**' means the written quote provided by Us in relation to the Services.

'**Services**' means the valuation services provided pursuant to these terms and conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the Services.

'**The Property'** means the assets which are subject of our appointment as your advisor. This may include land, buildings, plant & equipment and other assets as described in the appointment agreement.

'**We', 'Us', 'Our', 'Colliers'** means Colliers International.

'You', 'Your', 'Client' means the person, company, firm or other legal entity by or on whose behalf instructions are given, and any person, firm, company or legal entity who actually gave the instructions to us even though such instructions were given as agent for another.

'**Professional Property Practice Standards'** refers to RICS Valuation - Professional Standards, or appropriate standards.

2. PERFORMANCE OF SERVICES

2.1 We have provided the Services in accordance with:
  (a) The terms and conditions contained herein; or
  (b) As specifically instructed by You for the purpose of the Services; and
  (c) Within the current provisions set by the prevailing Professional Property Practice Standards.

3. CONDITION OF THE PROPERTY

3.1 No allowance has been made in our report for any charges, mortgages or amounts owing on any of the properties valued nor for any expenses or taxation which may be incurred in effecting a sale. We have assumed that the Property is free from and clear of any and all charges, liens and encumbrances of an onerous nature likely to affect value, whether existing or otherwise, unless otherwise stated. We assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable. We are not aware of any easements or rights of way affecting the property and our valuation assumes that none exists.

3.2 We have assumed that the Property has been constructed, occupied and used in full compliance with, and without contravention of, all ordinances, except only where otherwise stated. We have further assumed that, for any use of the Property upon which this report is based, any and all required licences, permits, certificates, and authorisations have been obtained, except only where otherwise stated.

3.3 We have assumed that any development sites are in a condition suitable for development; this has not been checked by us.

3.4 We have not carried out detailed site measurements to verify the correctness of the site areas in respect of the properties but have assumed that the site areas shown on the documents and official site plans handed to us are correct. All documents and contracts have been used as reference only and all dimensions, measurements and areas are approximations. No on-site measurement has been taken.

3.5 We have assumed that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.

3.6 An internal inspection has been made, unless otherwise stated, no detailed on-site measurements have been taken.

3.7 While due care is exercised in the course of our inspection to note any serious defects, no structural survey of the Property will or has been undertaken, and We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.

3.8 None of the services have been tested by Us and we are unable therefore to report on their present condition, but will presume them to be in good working order.

3.9 We recommend that You engage appropriately qualified persons to undertake investigations excluded from our Services.

3.10 No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

4. ENVIRONMENT AND PLANNING

4.1 We have obtained only verbal town planning information. It is your responsibility to check the accuracy of this information by obtaining a certificate under the appropriate legislation.

4.2 We do not hold ourselves to be experts in environmental contamination. Unless otherwise stated, our inspection of the site did not reveal any contamination or pollution affectation, and our valuation has been prepared on the assumption that that the land is not contaminated and has not been affected by pollutants of any kind. We would recommend that this matter be checked by a suitably qualified environmental consultant. Should subsequent investigation show the site is contaminated, our valuation may require revision.

5. BUILDING AREAS

5.1 Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the prevailing Professional Property Practice Standards.

5.2 If you do not provide Us with a survey, We will estimate building areas based only upon available secondary information (including but not limited to building plans, deposited plans, and our own measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the prevailing Professional Property Practice Standards.

5.3 Where such a survey is subsequently produced which differs from the areas estimated then You will refer the valuation back to Us for comment or, where appropriate, amendment.

6. OTHER ASSUMPTIONS

6.1 Unless otherwise notified by You, We will assume:

(a) There are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the title.

(b) All licences and permits can be renewed and We have not made any enquiries in this regard.

6.2 Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural / dilapidation reports), we will rely upon the apparent expertise of such experts / specialists. We will not verify the accuracy of this information or reports, and assume no responsibility for their accuracy.

6.3 Our services are provided on the basis that the Client has provided us, to the best of its knowledge, with a full and frank disclosure of all information and other facts which may affect the service, including all secrecy clauses and side agreements. We accept no responsibility or liability whatsoever for the valuation unless such a full disclosure has been made.

6.4 Any plans, sketches or maps included in this report are for identification purposes only and should not be treated as certified copies of areas or other particulars contained therein.

6.5 The study of possible alternative development options and the related economics are not within the scope of this report, unless otherwise stated.

6.6 Our opinion about the market value of the property is free from any influence and/ or point of views of any other parties.

6.7 All Location Plans are obtained from www.amap.com. Whilst we do make every endeavour to update the maps as far as it is possible, we do not vouch for the accuracy of the maps and shall not be responsible if it is otherwise.

6.8 Values are reported in RENMINBI unless otherwise stated.

7. ESTIMATED SELLING PRICE

7.1 Where you instruct Us to provide an estimated selling price, You agree that the Services:

(a) Are limited to the provision of an opinion based on Our knowledge of the market and informal enquiries.

(b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search of title(s) or other enquiries as to encumbrances, restrictions or impediments on title(s); or other investigations which would be required for a formal valuation.

(c) Provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.

7.2 No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an estimated selling price.

8. CURRENCY OF VALUATION

8.1 Due to possible changes in market forces and circumstances in relation to the property the Services can only be regarded as relevant as at the Currency Date.

8.2 Where You rely upon Our valuation report after the Currency Date, You accept the risks associated with market movements between the Currency Date and the date of such reliance.

8.3 Without limiting the generality of 8.2, You should not rely upon Our valuation:

(a) After the expiry of 3 months from the Currency Date;

(b) Where circumstances have occurred during that period which may have a material effect on the value of the property or the assumptions or methodology used in the valuation report.

9. MARKET PROJECTIONS

9.1 Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only and may prove to be inaccurate. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.

9.2 Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.

9.3 Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.

9.4 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to us by you.

10. YOUR OBLIGATIONS

10.1 You warrant that the instructions and subsequent information supplied by You, to the best of your knowledge, contain a full and frank disclosure of all information that is relevant to Our provision of the Services.

10.2 You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.

10.3 You authorise and license Us to incorporate Your intellectual property within Our report(s).

10.4 You will not release any part of Our valuation report or its substance to any third party without Our written consent. When we consent for You to release Our report or any part of Our report to any third party, we do so on the basis that these terms and conditions will apply to the new addressee(s) as if it / they had been a party to the original letter of instruction between us. Where we consent to such reliance, You agree to furnish the addressee with a copy of any reliance letter issued by Us and/or a copy of these terms and conditions.

10.5 We reserve the right to reconsider or amend the valuation advice, or the Fee set out in Our Quotation to You, if;

(a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or

(b) Where subsequent site inspections made in relation to any of the matters raised in Clause 3 materially affect or may alter the value of the property, the subject of the Services.

(c) The information provided to Us by You prior to the provision of services is in any way incomplete, misleading or wrong.

10.6 If You release any part of the valuation advice or its substance without written consent, You agree to defend and indemnify Us against claims by a third party who has reviewed the report if We have not, at or subsequent to the time of engagement, provided our specific written consent to such party reviewing and relying on the report. We have no responsibility to any other person even if that person suffers damage as a result of You providing this valuation without Our prior consent.

10.7 You agree that the only remedy for losses or damages relating to the breach of this Agreement shall be limited to three times Our contracted fee for the assignment and no claim shall be made for any consequential or punitive damages.

10.8 You agree not to bring any claim for any losses against any director, consultant or any employee of Ours. You hereby agree that Our director, consultant or any employee does not have a personal duty of care to You and any claim for losses must be brought against Colliers International.

10.9 Where any loss is suffered by You for which We and any other person are jointly and severally liable to You the loss recoverable by You from Us shall be limited so as to be in proportion to our relative contribution to the overall fault.

11. CONFIDENTIALITY

11.1 This report and each part of it is prepared and intended for the exclusive use of the Client for the sole purpose outlined in Our agreement for internal reference purposes, and/or the purposes as specified in the agreement, and in accepting this report, the Client expressly agrees not to use or rely upon this report or any part of it for any other purpose. No person other than the Client shall use or rely upon this report or any part of it for any purpose unless we have given Our express written consent. Similarly neither the whole nor any part of this report nor any reference thereto may be included in any document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.

11.2 If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

11.3 You agree that You will indemnify, hold harmless and defend Us from and against any and all loss, liability, costs or expenses (including but not limited to professional or executive time) We may suffer or reasonably incur, directly or indirectly, as a result of a breach of this clause.

11.4 Unless otherwise directed in writing by Client, Colliers International retains the right to include references to the Services in its promotional material. Such references shall not contain confidential material.

12. PRIVACY

12.1 We may obtain personal information about You in the course of performing Our Services. We respect your privacy and advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

13. SUBCONTRACTING

13.1 We may sub-contract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these terms and conditions, with Your consent.

14. LIMITATION OF COLLIERS LIABILITY

14.1 To the extent permissible under applicable laws, in no event shall Colliers International be liable to Client or anyone claiming by, through or under Client, including insurers, for any lost, delayed, or diminished profits, revenues, production, business, use or opportunities, or any incidental, special, indirect, or economic losses, wasted costs, diminution of value or consequential damages, of any kind or nature whatsoever, however caused.

14.2 We shall be released from Our obligations to the extent that performance thereof is delayed, hindered or prevented by any circumstances beyond Our reasonable control (examples being a strike, act of God or act of terrorism). All the costs and benefits forecasted will, ultimately, be determined by future market conditions. Forecasts of these elements are based on assumptions of certain variable factors, which, in turn, are extremely sensitive to changes in the market and economic contexts. For this reason, the figures mentioned in this report were not computed under any known or guaranteed conditions. Rather, these are forecasts drawn from reliable sources of data and information and made in the best judgment and professional integrity of Colliers International. Notwithstanding this, Colliers International reiterates that it will not accept any responsibilities in the face of damage claims that might result from any error, omission or recommendations, viewpoints, judgments and information provided in this report.

14.3 Neither Colliers nor any employee of Ours shall be required to give testimony or to appear in court or any other tribunal or at any government agency by reason of this valuation report or with reference to the property in question, except by court summons / judicial notification, and unless prior arrangements have been made and we are properly reimbursed for reasonable time and expenses incurred. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes valuation report) and all meetings related to court testimony.

14.4 We are free from any possible legal and/ or non-legal issue which may attach to the Property's title documents.

14.5 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to Us by You.

14.6 Our liability for loss and damage attributable to Our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall be limited to a maximum of three times Our contracted fee for the assignment per property for any single case. A single case of damages is defined as the total sum of all damage claims of all persons entitled to claim, which arise from one and the same professional error / offence. In the case of damages suffered from several offences brought about by the same technical error within the scope of several coherent services of a similar nature, we are only to be held liable for an amount of three times Our contracted fee for the assignment per property.

14.7 Where the agreement is addressed to more than one Client, the above limit of liability applies to the aggregate of all claims by all such Clients and not separately to each Client.

14.8 No third party will be entitled to rely on any part of Our valuation report or its substance or advice except with our written consent. Should any third party rely on Our report without obtaining Our written consent, We are not bound by any liability which arises from the use of or reliance upon Our valuation report by such unauthorised party.

14.9 We will not be liable for any services outside the scope of the services agreed to be performed by Us, and in respect of any consequential losses or loss of profits.

14.10 Responsibility for Our valuation extends only to the party(ies) to whom it is addressed. However in the event of Us being asked by You to re-address Our report to another party or other parties or permit reliance upon it by another party or other parties, We will give consideration to doing so, to named parties, and We reserve the right to charge additional fee for doing so although We will agree such fee with You before commencing the work.

15. ENTIRE AGREEMENT

15.1 No further agreement, amendment or modification of these terms and conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.

15.2 If there is inconsistency between these terms and conditions and the Quotation, any letter of instruction from You, or other specific request or information shall prevail to the extent of the inconsistency.

15.3 Copyright in any reports, documents or other material provided to You by Us shall remain Our property at all times unless otherwise stated.

16. ANTI BRIBERY AND CORRUPTION MEASURES

16.1 We represent, in connection with any services to be provided to You, that neither We nor Our contractors, employees or agents (collectively, "Consultant") has made or will make, either directly or indirectly, any payments (i) to or for the use or benefit of any Government Official (ii) to any other person either for an advance or reimbursement, if Consultant knows or has reason to know that any part of such payment has been or will be given to any Government official or (iii) to any person or entity, the payment of which would violate laws and regulations in Australia, the United States, the United Kingdom or any other government entity having jurisdiction over the activities carried out by Consultant. The term "Government Official" in this paragraph means any officer or employee of a government or any governmental department or agency, or any person acting in an official capacity for or on behalf of any such government or governmental department or agency, including employees of state-owned or controlled entities and candidates for political office.

16.2 We represent that, in connection with any services to be provided to You, We will conduct operations at all times in compliance with applicable financial recordkeeping and reporting requirements, including all applicable money laundering-related laws of any jurisdictions where We conduct business or own assets.

APPENDIX VI

RELEVANT ARTICLES IN THE CONSTITUTION OF THE COMPANY

The provisions in the Constitution relating to the rights of Shareholders in respect of capital, dividends and voting have been reproduced below:

"

ISSUE OF SHARES

3. Subject to the Act, no shares may be issued by the Directors without the prior approval of the Company in General Meeting but subject thereto and to Article 6, and to any special rights attached to any shares for the time being issued, the Directors may allot or grant options over or otherwise dispose of the same to such persons on such terms and conditions and for such consideration or for no consideration and at such time and subject or not to the payment of any part of the amount thereof in cash as the Directors may think fit, and any shares may be issued with such preferential, deferred, qualified or special rights, privileges or conditions as the Directors may think fit, and preference shares may be issued which are or at the option of the Company are liable to be redeemed, the terms and manner of redemption being determined by the Directors, Provided always that:

(a) no shares shall be issued to transfer a controlling interest in the Company without the prior approval of the members in a General Meeting;

(b) (subject to any direction to the contrary that may be given by the Company in a General Meeting) any issue of shares for cash to members holding shares of any class shall be offered to such members in proportion as nearly as may be to the number of shares of such class then held by them and the provisions of the second sentence of Article 6(A) with such adaptations as are necessary shall apply; and

(c) the rights attaching to shares of a class other than ordinary shares shall be expressed in the resolution creating the same.

4. (A) In the event of preference shares being issued, the total number of issued preference shares shall not at any time exceed the total number of the issued ordinary shares and preference shareholders shall have the same rights as ordinary shareholders as regards receiving of notices, reports and balance sheets and attending General Meetings of the Company, and preference shareholders shall also have the right to vote at any meeting convened for the purpose of reducing the capital or winding-up or sanctioning a sale of the undertaking of the Company or where the proposal to be submitted to the meeting directly affects their rights and privileges or when the dividend on the preference shares is more than six months in arrear.

(B) The Company has power to issue further preference capital ranking equally with, or in priority to, preference shares already issued.

VARIATION OF RIGHTS

5. (A) Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, be varied or abrogated either with the consent in writing of the holders of three-quarters of the total number of issued shares of the class or with the sanction of a Special Resolution passed at a separate General Meeting of the holders of the shares of the class (but not otherwise) and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate General

Meeting, all the provisions of these Articles relating to General Meetings of the Company and to the proceedings thereat shall mutatis mutandis apply, except that the necessary quorum shall be two persons at least holding or representing by proxy at least one-third of the total number of issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll and that every such holder shall on a poll have one vote for every share of the class held by him, Provided always that where the necessary majority for such a Special Resolution is not obtained at such General Meeting, consent in writing if obtained from the holders of three-quarters of the total number of issued shares of the class concerned within two months of such General Meeting shall be as valid and effectual as a Special Resolution carried at such General Meeting. The foregoing provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied.

(B) The repayment of preference capital other than redeemable preference capital, or any alteration of preference shareholders' rights, may only be made pursuant to a Special Resolution of the preference shareholders concerned Provided always that where the necessary majority for such a Special Resolution is not obtained at the General Meeting, consent in writing if obtained from the holders of three-fourths of the preference shares concerned within two months of the General Meeting, shall be as valid and effectual as a special resolution carried at the General Meeting.

(C) The special rights attached to any class of shares having preferential rights shall not, unless otherwise expressly provided by the terms of issue thereof, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects pari passu therewith but in no respect in priority thereto.

ALTERATION OF SHARE CAPITAL

6. (A) Subject to any direction to the contrary that may be given by the Company in a General Meeting or except as permitted under the listing rules of the Singapore Exchange Securities Trading Limited, all new shares shall, before issue, be offered to such persons who as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as far as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article 6(A).

(B) Notwithstanding Article 6(A), the Company may pursuant to Section 161 of the Act by Ordinary Resolution in General Meeting give to the Directors a general authority, either unconditionally or subject to such conditions as may be specified in the Ordinary Resolution, to issue:

(a) shares in the capital of the Company (whether by way of bonus, rights or otherwise);

(b) convertible securities;

(c) additional convertible securities arising from adjustments made to the number of convertible securities previously issued in the event of rights, bonus or capitalisation issues (notwithstanding that the general authority may have ceased to be in force at the time the securities are issued) provided that the adjustment does not give the holder a benefit that a shareholder does not receive; or

(d) shares arising from the conversion of convertible securities in (b) and (c) above (notwithstanding that the general authority may have ceased to be in force at the time the securities are to be issued), at any time and upon such terms and conditions for such purposes as the Directors may in their absolute discretion deem fit provided that the aggregate number of shares and convertible securities to be issued pursuant to such authority does not exceed such limit(s) as may be prescribed or permitted by the Singapore Exchange Securities Trading Limited (or any other stock exchange upon which the shares in the Company may be listed); and unless previously revoked or varied by the Company in General Meeting, such authority to issue shares and convertible securities does not continue beyond the conclusion of the Annual General Meeting of the Company next following the passing of the Ordinary Resolution or the date by which such Annual General Meeting is required to be held, or the expiration of such other period as may be prescribed by the Act (whichever is the earliest).

(e) Notwithstanding Article 6(A) above but subject to the Act, the Directors shall not be required to offer any new shares to members to whom by reason of foreign securities laws such offers may not be made without registration of the shares or a prospectus or other document, but may sell the entitlements to the new shares on behalf of such Members in such manner as they think most beneficial to the Company.

(C) Except so far as otherwise provided by the conditions of issue or by these Articles, all new shares shall be subject to the provisions of the Act and of these Articles with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

7. The Company may by Ordinary Resolution alter its share capital in the manner permitted under the Act including without limitation:

(a) consolidate and divide all or any of its share capital;

(b) cancel any number of shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken, by any person and diminish the amount of its capital by the amount of the shares so cancelled;

(c) sub-divide its shares, or any of them so that in the sub-division, the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; or

(d) subject to the provisions of the Act, convert any class of shares into any other class of shares.

8. (A) The Company may reduce its share capital or other undistributable reserve in any manner and with and subject to any requirements and consents required by law. Without prejudice to the generality of the foregoing, upon cancellation of any share purchased or otherwise acquired by the Company pursuant to these presents and the Act, the number of issued shares of the Company shall be diminished by the number of

shares so cancelled, and where any such cancelled shares were purchased or acquired out of the capital of the Company, the amount of the share capital of the Company shall be reduced accordingly.

(B) Subject to and in accordance with the provisions of the Act, the listing rules of the Singapore Exchange Securities Trading Limited, and other written law, the Company may authorise the Directors in General Meeting to purchase or otherwise acquire ordinary shares, stocks, preference shares, options, debentures, debenture stocks, bonds, obligations, securities and all other equity, derivative, debt and financial instruments issued by it on such terms as the Company may think fit and in the manner prescribed by the Act. All shares purchased by the Company shall, unless held by the Company as treasury shares in accordance with the Act, be deemed to be cancelled immediately on purchase or acquisition by the Company. On the cancellation of any share as aforesaid, the rights and privileges attached to that share shall expire. In any other instance, the Company may hold and/or deal with any such share which is so purchased or acquired by it in such manner as may be permitted by, and in accordance with, the Act.

SHARES

9. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the person (other than the Depository) entered in the Register of Members as the registered holder thereof or (as the case may be) person whose name is entered in the Depository Register in respect of that share.

10. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, any share in the Company may be issued with such preferred, deferred or other special rights, or subject to such restrictions, whether as regards dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination, as the Directors may determine) and subject to the provisions of the Act, the Company may issue preference shares which are, or at the option of the Company are liable, to be redeemed.

11. Subject to the provisions of these Articles and of the Act relating to authority, pre-emption rights and otherwise and of any resolution of the Company in a General Meeting passed pursuant thereto, all unissued shares shall be at the disposal of the Directors and they may allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of them to such persons, at such times and on such terms as they think proper.

12. The Company may pay such commissions or brokerage as may be lawful on any issue of shares at such rate or amount and in such manner as the Directors may deem fit. Such commissions or brokerage may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.

13. The Company shall not exercise any right in respect of treasury shares other than as provided by the Act. Subject thereto, the Company may hold and/or deal with its treasury shares in the manner authorised or prescribed by the Act.

14. Subject to the terms and conditions of any application for shares, the Directors shall allot shares applied for within ten market days of the closing date (or such other period as may be approved by any Stock Exchange upon which the shares in the Company may be listed)

of any such application. The term "market day" shall have the meaning ascribed to it in Article 18. The Directors may, at any time after the allotment of any share but before any person has been entered in the Register of Members as the holder or (as the case may be) before that share is entered against the name of a Depositor in the Depository Register, recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.

15. *Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other officers, be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner. And in every such case, the person registered as transferee, his executors, administrators and assigns, alone shall be entitled to be recognised as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.*

TRANSFER OF SHARES

40. *All transfers of the legal title in shares may be effected by the registered holders thereof by transfer in writing in the form for the time being approved by any Stock Exchange upon which the Company may be listed or any other form acceptable to the Directors. The instrument of transfer of any share shall be signed by or on behalf of both the transferor and the transferee and be witnessed Provided that an instrument of transfer in respect of which the transferee is the Depository shall be effective although not signed or witnessed by or on behalf of the Depository. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register of Members in respect thereof.*

41. *The Register of Members may be closed at such times and for such period as the Directors may from time to time determine Provided always that such Register shall not be closed for more than 30 days in any year Provided always that the Company shall give prior notice of such closure as may be required to any Stock Exchange upon which the Company may be listed, stating the period and purpose or purposes for which the closure is made.*

42. *(A) There shall be no restriction on the transfer of fully paid up shares (except where required by law, the listing rules of any Stock Exchange upon which the shares of the Company may be listed or the rules and/or bye-laws governing any Stock Exchange upon which the shares of the Company may be listed) but the Directors may in their discretion decline to register any transfer of shares upon which the Company has a lien and in the case of shares not fully paid up, may refuse to register a transfer to a transferee of whom they do not approve Provided always that in the event of the Directors refusing to register a transfer of shares, they shall within one month beginning with the day on which the application for a transfer of shares was made, serve a notice in writing to the applicant stating the facts which are considered to justify the refusal as required by the Act.*

(B) The Directors may in their sole discretion refuse to register any instrument of transfer of shares unless:

(a) all or any part of the stamp duty (if any) payable on each share certificate and such fee not exceeding $2 as the Directors may from time to time require pursuant to Article 45, is paid to the Company in respect thereof;

(b) the instrument of transfer is deposited at the Office or at such other place (if any) as the Directors may appoint accompanied by the certificates of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and, if the instrument of transfer is executed by some other person on his behalf, the authority of the person so to do;

(c) the instrument of transfer is in respect of only one class of shares; and

(d) the amount of the proper duty with which each share certificate to be issued in consequence of the registration of such transfer is chargeable under any law for the time being in force relating to stamps is tendered.

43. If the Directors refuse to register a transfer of any shares, they shall within one month after the date on which the transfer was lodged with the Company send to the transferor and the transferee notice of the refusal as required by the Act.

44. All instruments of transfer which are registered may be retained by the Company, but any instrument of transfer which the Directors may decline to register shall (except in the case of fraud) be returned to the person depositing the same.

45. There shall be paid to the Company in respect of the registration of any instrument of transfer or probate or letters of administration or certificate of marriage or death or stop notice or power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register of Members affecting the title to any shares such fee not exceeding $2 as the Directors may from time to time require or prescribe.

46. The Company shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address at any time after the expiration of six years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of six years from the date of the cancellation thereof and it shall conclusively be presumed in favour of the Company that every entry in the Register of Members purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, Provided always that:

(a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;

(b) nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Article; and

(c) references herein to the destruction of any document include references to the disposal thereof in any manner.

STOCK

51. The Company may from time to time by Ordinary Resolution convert any paid-up shares into stock and may from time to time by like resolution reconvert any stock into paid-up shares of any denomination.

52. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same Articles and subject to which the shares from which the stock arose might previously to conversion have been transferred (or as near thereto as circumstances admit) but no stock shall be transferable except in such units as the Directors may from time to time determine.

53. The holders of stock shall, according to the number of stock units held by them, have the same rights, privileges and advantages as regards dividend, return of capital, voting and other matters, as if they held the shares from which the stock arose, but no such privilege or advantage (except as regards participation in the profits or assets of the Company on winding up) shall be conferred by the number of stock units which would not, if existing in shares, have conferred such privilege or advantage; and no such conversion shall affect or prejudice any preference or other special privileges attached to the shares so converted.

54. All provisions of these Articles applicable to paid up shares shall apply to stock and the words share and shareholder or similar expression herein shall include stock or stockholder.

NOTICE OF GENERAL MEETINGS

57. Any General Meeting at which it is proposed to pass a Special Resolution or (save as provided by the Act) a resolution of which special notice has been given to the Company, shall be called by 21 days' notice in writing at the least and an Annual General Meeting and any other Extraordinary General Meeting by 14 days' notice in writing at the least. The period of notice shall in each case be exclusive of the day on which it is served or deemed to be served and of the day on which the meeting is to be held and shall be given in manner hereafter mentioned to all members other than such as are not under the provisions of these Articles entitled to receive such notices from the Company, Provided that a General Meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed:

(a) in the case of an Annual General Meeting, by all the members entitled to attend and vote thereat; and

(b) in the case of an Extraordinary General Meeting, by a majority in number of the members having a right to attend and vote thereat, being a majority together holding not less than 95 per cent of the total number of shares giving that right,

Provided also that the accidental omission to give notice to or the non-receipt of notice by any person entitled thereto shall not invalidate the proceedings at any General Meeting. At least 14 days' notice of any General Meeting shall be given by advertisement in the daily press and in writing to any Stock Exchange upon which the Company may be listed.

58. (A) Every notice calling a General Meeting shall specify the place and the day and hour of the meeting, and there shall appear with reasonable prominence in every notice a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not be a member of the Company.

(B) In the case of an Annual General Meeting, the notice shall also specify the meeting as such.

(C) In the case of any General Meeting at which business other than routine business is to be transacted, the notice shall specify the general nature of such business; and if any resolution is to be proposed as a Special Resolution, the notice shall contain a statement to that effect.

59. Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:

(a) declaring dividends;

(b) receiving and adopting the accounts, the reports of the Directors and Auditors and other documents required to be attached or annexed to the accounts;

(c) appointing or re-appointing Directors to fill vacancies arising at the meeting on retirement whether by rotation or otherwise;

(d) re-appointing the retiring Auditors (unless they were last appointed otherwise than by the Company in General Meeting);

(e) fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed; and

(f) fixing the fees of the Directors proposed to be passed under Article 92.

60. Any notice of a General Meeting to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution on the Company in respect of such special business.

PROCEEDINGS AT GENERAL MEETINGS

61. The Chairman of the Board of Directors, failing whom the Deputy Chairman, shall preside as chairman at a General Meeting. If there be no such Chairman or Deputy Chairman, or if at any meeting neither be present within five minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number (or, if no Director be present or if all the Directors present decline to take the chair, the members present shall choose one of their number) to be chairman of the meeting.

62. No business other than the appointment of a chairman shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Save as herein otherwise provided, the quorum at any General Meeting shall be two or more members present in person or by proxy (but shall, as required by the Act, exclude the Company where it is a Member by reason of its holding of treasury shares). For the purpose of this Article, Member includes a person attending by proxy or by attorney or by a corporate representative in the case of a corporation which has appointed a corporate representative. Provided that (i) a proxy representing more than one Member shall only count as one Member for the purpose of determining the quorum; and (ii) where a Member is represented by more than one (1) proxy such proxies shall count as only one Member for the purpose of determining the quorum.

63. If within 30 minutes from the time appointed for a General Meeting (or such longer interval as the chairman of the meeting may think fit to allow) a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week (or if that day is a public holiday, then to the next business day following that public holiday) at the same time and place or such other day, time or place as the Directors may by not less than ten days' notice appoint. At the adjourned meeting, any one or more members present in person or by proxy shall be a quorum.

64. The chairman of any General Meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time (or sine die) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned sine die, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for 30 days or more or sine die, not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting.

65. Save as hereinbefore expressly provided, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

66. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a Special Resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

67. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

(a) the chairman of the meeting; or

(b) not less than five members present in person or by proxy and entitled to vote; or

(c) a member present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or

(d) a member present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting and being shares not less than one-tenth of the total sum paid on all the shares conferring that right,

Provided always that no poll shall be demanded on the choice of a chairman or on a question of adjournment. Unless a poll is so demanded (and the demand is not withdrawn) a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. A demand for a poll may be withdrawn.

68. A demand for a poll may be withdrawn only with the approval of the meeting. Unless a poll is required, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is required, it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the

chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

69. *If any votes are counted which ought not to have been counted or might have been rejected, the error shall not vitiate the result of the voting unless it is pointed out at the same general meeting or at any adjournment thereof, and not in that case unless it shall in the opinion of the Chairman be of sufficient magnitude.*

70. *Subject to the Act and the requirements of the Exchange, in the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote in addition to the votes to which he may be entitled as a Member or as proxy of a Member.*

71. *A poll demanded on any question shall be taken either immediately or at such subsequent time (not being more than 30 days from the date of the meeting) and place as the chairman may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.*

72. *The demand for a poll shall not prevent the continuance of a general meeting for the transaction of any business, other than the question on which the poll has been demanded.*

VOTES OF MEMBERS

73. *Subject and without prejudice to any special privileges or restrictions as to voting for the time being attached to any special class of shares for the time being forming part of the capital of the company and to Article 13, each member entitled to vote may vote in person or by proxy. A person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way. On a show of hands, every member who is present in person or by proxy shall have one vote provided that if a Member is represented by two proxies, only one of the proxies as determined by their appointor shall vote on a show of hands and in the absence of such determination, only one of the proxies as determined by the Chairman (or by a person authorised by him) shall vote on a show of hands and on a poll, every Member who is present in person or by proxy, attorney or representative shall have one vote for each share which he holds or represents.*

74. *Notwithstanding anything contained in these Articles, a Depositor shall not be entitled to attend any general meeting and to speak and vote thereat unless his name is certified by the Depository to the Company as appearing on the Depository Register not later than 48 hours before the time of the relevant general meeting (the cut-off time) as a Depositor on whose behalf the Depository holds shares in the Company. For the purpose of determining the number of votes which a Depositor or his proxy may cast on a poll, the Depositor or his proxy shall be deemed to hold or represent that number of shares entered in the Depositor's Securities Account at the cut-off time as certified by the Depository to the Company, or where a Depositor has apportioned the balance standing to his Securities Account as at the cut-off time between two proxies, to apportion the said number of shares between the two proxies in the same proportion as specified by the Depositor in appointing the proxies; and accordingly no instrument appointing a proxy of a Depositor shall be rendered invalid merely by reason of any discrepancy between the number of shares standing to the credit of that Depositor's Securities Account as at the cut-off time, and the true balance standing to the Securities Account of a Depositor as at the time of the relevant general meeting, if the instrument is dealt with in such manner as aforesaid.*

75. In the case of joint holders of a share, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto; but if more than one of such joint holders be present at any meeting personally or by proxy, that one of the said persons so present whose name stands first on the Register of Members or the Depository Register, as the case may be, in respect of such share shall alone be entitled to vote in respect thereof. For this purpose, several executors or administrators of a deceased shareholder in whose name any share stands shall be deemed joint holders thereof.

76. Where in Singapore or elsewhere, a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such receiver or other person on behalf of such member to vote in person or by proxy at any General Meeting or to exercise any other right conferred by membership in relation to meetings of the Company.

77. Subject to the provisions of these Articles, every Member either personally or by proxy or by attorney or in the case of a corporation by a representative shall be entitled to be present and to vote at any general meeting and to be reckoned in the quorum thereat in respect of shares fully paid and in respect of partly paid shares where calls are not due and unpaid. In the event a member has appointed more than one proxy, only one proxy is counted in determining the quorum.

78. No member shall, unless the Directors otherwise determine, be entitled in respect of shares held by him to vote at a General Meeting either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company if any call or other sum presently payable by him to the Company in respect of such shares remains unpaid.

79. No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

80. On a poll, votes may be given personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

81. (A) A member may appoint not more than two proxies to attend and vote at the same General Meeting Provided that if the member is a Depositor, the Company shall be entitled and bound:

(a) to reject any instrument of proxy lodged if the Depositor is not shown to have any shares entered against his name in the Depository Register as at 48 hours before the time of the relevant General Meeting as certified by the Depository to the Company; and

(b) to accept as the maximum number of votes which in aggregate the proxy or proxies appointed by the Depositor is or are able to cast on a poll a number which is the number of shares entered against the name of that Depositor in the Depository Register as at 48 hours before the time of the relevant General Meeting as certified by the Depository to the Company, whether that number is greater or smaller than the number specified in any instrument of proxy executed by or on behalf of that Depositor.

(B) The Company shall be entitled and bound, in determining rights to vote and other matters in respect of a completed instrument of proxy submitted to it, to have regard to the instructions (if any) given by and the notes (if any) set out in the instrument of proxy.

(C) In any case where a form of proxy appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy. If no such proportion or number is specified the first named proxy may be treated as representing 100% of the shareholding and any second named proxy as an alternate to the first named.

(D) A proxy need not be a member of the Company and shall be entitled to vote on a show of hands on any question at any general meeting.

(E) Voting right(s) attached to any shares in respect of which a Member has not appointed a proxy may only be exercised at the relevant general meeting by the member personally or by his attorney, or in the case of a corporation by its representative.

(F) Where a Member appoints a proxy in respect of more shares than the shares standing to his name in the Register of Members or, in the case of a Depositor, standing to the credit of that Depositor's Securities Account as at the cut-off time as certified by the Depository to the Company, such proxy may not exercise any of the votes or rights of the shares not registered in the name of that Member in the Register of Members or standing to the credit of that Depositor's Securities Account as at the cut-off time, as the case may be.

(G) If the Chairman is appointed as proxy, he may authorise any other person to act as proxy in his stead. Where the Chairman has authorised another person to act as proxy, such other person shall be taken to represent all Members whom the Chairman represented as proxy.

(H) Where a person present at a general meeting represents by proxy, attorney or representative more than one Member on a show of hands:

(a) the person is entitled to one vote only despite the number of Members the person represents; and

(b) that vote will be taken as having been cast for all the Members the person represents; and

(c) if the person has been appointed as a proxy under two or more instruments that specify different ways to vote on a resolution, the person may not vote as a proxy on a show of hands, however, if the person is a Member, the person may vote on a show of hands without regard to the proxies the person holds.

82. (A) An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may approve and:

(a) in the case of an individual, shall be signed by the appointor or his attorney; and

(b) in the case of a corporation, shall be either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.

(B) The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to Article 83, failing which the instrument may be treated as invalid.

83. An instrument appointing a proxy must be left at such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, at the Office) not less than 48 hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used, and in default shall not be treated as valid. The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates; Provided that an instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not be required again to be delivered for the purposes of any subsequent meeting to which it relates.

84. An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll, to move any resolution or amendment thereto and to speak at the meeting. Unless otherwise instructed, a proxy or an attorney shall vote as he thinks fit. The signature on an instrument appointing a proxy need not be witnessed.

85. A vote cast by proxy shall not be invalidated by the previous death or insanity of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made Provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office at least one hour before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

86. Subject to these Articles and the Statutes, the Directors may, at its sole discretion, approve and implement, subject to such security measures as may be deemed necessary or expedient, such voting methods to allow Members who are unable to vote in person at any General Meeting the option to vote in absentia, including but not limited to voting by mail, electronic communications or facsimile.

CORPORATIONS ACTING BY REPRESENTATIVES

87. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.

RESERVES

141. The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for meeting contingencies or for the gradual liquidation of any debt or liability of the Company or for repairing or maintaining the works, plant and machinery of the Company or for special dividends or bonuses or for equalising dividends or for any other purpose to which the profits of the Company may properly be applied and pending such application

may either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any part of any special funds into which the reserve may have been divided. The Directors may also, without placing the same to reserve, carry forward any profits which they may think it not prudent to divide. In carrying sums to reserve and in applying the same, the Directors shall comply with the provisions of the Act.

DIVIDENDS

142. *The Directors may, with the sanction of the Company, by ordinary resolution declare dividends but (without prejudice to the powers of the Company to pay interest on share capital as hereinbefore provided).*

143. *Subject to any rights or restrictions attached to any shares or class of shares and except as otherwise provided by the Act:*

    (a) *all dividends in respect of shares must be paid in proportion to the number of shares held by a Member but where shares are partly paid all dividends must be apportioned and paid proportionately to the amounts paid or credited as paid on the partly paid shares; and*

    (b) *all dividends must be apportioned and paid proportionately to the amounts so paid or credited as paid during any portion or portions of the period in respect of which the dividend is paid.*

    For the purposes of this Article, an amount paid or credited as paid on a share in advance of a call is to be ignored.

144. *If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may declare and pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and may also from time to time declare and pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as they think fit.*

145. *Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Article, no amount paid on a share in advance of calls shall be treated as paid on the share.*

146. *No dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Act.*

147. *No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.*

148. *The Directors may deduct from any dividend or other moneys payable to any Member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or in connection therewith, or any other account which the Company is required by law to withhold or deduct.*

149. (A) The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

(B) The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.

(C) The payment by the Directors of any unclaimed dividends or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof. All dividends unclaimed after being declared may be invested or otherwise made use of by the Directors for the benefit of the Company and any dividend unclaimed after a period of six years from the date of declaration of such dividend may be forfeited and if so shall revert to the Company but the Directors may at any time thereafter at their absolute discretion annul any such forfeiture and pay the dividend so forfeited to the person entitled thereto prior to the forfeiture. For the avoidance of doubt no Member shall be entitled to any interest, share of revenue or other benefit arising from any unclaimed dividends, howsoever and whatsoever. If the Depositor returns any such dividend or money to the Company, the relevant Depositor shall not have any right or claim in respect of such dividend or money against the Company if a period of six years has elapsed from the date of the declaration of such dividend or the date on which such other money was first payable.

(D) A payment by the Company to the Depositor of any dividend or other money payable to a Depositor shall, to the extent of the payment made, discharge the Company from any liability to the Depositor in respect of that payment.

150. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.

151. The Company may upon the recommendation of the Directors by Ordinary Resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid-up shares or debentures of any other company) and the Directors shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates, may fix the value for distribution of such specific assets or any part thereof, may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.

152. (A) Whenever the Directors or the Company in General Meeting have resolved or proposed that a dividend (including an interim, final, special or other dividend) be paid or declared on the ordinary share capital of the Company, the Directors may further resolve that members entitled to such dividend be entitled to elect to receive an allotment of ordinary shares credited as fully paid in lieu of cash in respect of the whole or such part of the dividend as the Directors many think fit. In such case, the following provisions shall apply:

(a) the basis of any such allotment shall be determined by the Directors;

(b) the Directors shall determine the manner in which members shall be entitled to elect to receive an allotment of ordinary shares credited as fully paid in lieu of cash in respect of the whole or such part of any dividend in respect of which the Directors shall have passed such a resolution as aforesaid, and the Directors may make such arrangements as to the giving of notice to members, providing for forms of election for completion by members (whether in respect of a particular dividend or dividends or generally), determining the procedure for making such elections or revoking the same and the place at which and the latest date and time by which any forms of election or other documents by which elections are made or revoked must be lodged, and otherwise make all such arrangements and do all such things, as the Directors consider necessary or expedient in connection with the provisions of this Article;

(c) the right of election may be exercised in respect of the whole of that portion of the dividend in respect of which the right of election has been accorded provided that the Directors may determine, either generally or in any specific case, that such right shall be exercisable in respect of the whole or any part of that portion;

(d) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on ordinary shares in respect whereof the share election has been duly exercised (the "elected ordinary shares") and in lieu and in satisfaction thereof ordinary shares shall be allotted and credited as fully paid to the holders of the elected ordinary shares on the basis of allotment determined as aforesaid and for such purpose and notwithstanding the provisions of Article 132, the Directors shall capitalise and apply the amount standing to the credit of the Company's reserve accounts as the Directors may determine, such sum as may be required to pay up in full the appropriate number of ordinary shares for allotment and distribution to and among the holders of the elected ordinary shares on such basis.

(B) (a) The ordinary shares allotted pursuant to the provisions of paragraph (A) of this Article shall rank pari passu in all respects with the ordinary shares then in issue save only as regards participation in the dividend which is the subject of the election referred to above (including the right to make the election referred to above) or any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneous with the payment or declaration of the dividend which is the subject of the election referred to above, unless the Directors shall otherwise specify.

(b) The Directors may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (A) of this Article, with full power to make such provisions as they think fit in the case of shares becoming distributable in fractions (including, notwithstanding any provision to the contrary in these Articles, provisions whereby, in whole or in part, fractional entitlements are disregarded or rounded up or down, or whereby the benefit of fractional entitlements accrues to the Company rather than to the Members concerned).

(C) The Directors may, on any occasion when they resolve as provided in paragraph (A) of this Article, determine that rights of election under that paragraph shall not be made available to the persons who are registered as holders of ordinary shares in the Register or (as the case maybe) in the Depository Register, or in respect of ordinary shares the transfer of which is registered, after such date as the Directors may fix subject to such exceptions as the Directors may think fit, and in such event the provisions of this Article shall be read and construed subject to such determination.

(D) The Directors may, on any occasion when they resolve as provided in paragraph (A) of this Article, further determine that no allotment of shares or rights of election for shares under that paragraph shall be made available or made to members whose registered addresses entered in the Register or (as the case may be) the Depository Register is outside Singapore or to such other members or class of members as the Directors may in their sole discretion decide and in such event the only entitlement of the members aforesaid shall be to receive in cash the relevant dividend resolved or proposed to be paid or declared.

(E) Notwithstanding the foregoing provisions of this Article, if at any time after the Directors' resolution to apply the provisions of paragraph (A) of this Article in relation to any dividend but prior to the allotment of ordinary shares pursuant thereto, the Directors shall consider that by reason of any event or circumstance (whether arising before or after such resolution) or by reason of any matter whatsoever it is no longer expedient or appropriate to implement that proposal, the Directors may at their absolute discretion and without assigning any reason therefor, cancel the proposed application of paragraph (A) of this Article.

153. Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address appearing in the Register of Members or (as the case may be) the Depository Register of a member or person entitled thereto (or, if two or more persons are registered in the Register of Members or (as the case may be) entered in the Depository Register as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons) or to such person at such address as such member or person or persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. Notwithstanding the foregoing provisions of this Article and the provisions of Article 156, the payment by the Company to the Depository of any dividend payable to a Depositor shall, to the extent of the payment made to the Depository, discharge the Company from any liability to the Depositor in respect of that payment.

154. A transfer of shares shall not pass the right to any dividend declared on such shares before the registration of the transfer.

155. If two or more persons are registered in the Register of Members or (as the case may be) the Depository Register as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable or property distributable on or in respect of the share.

156. Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in a General Meeting or a resolution of the Directors, may specify that the same shall be payable to the persons registered as the holders of such shares in the Register of Members or (as the case may be) the Depository Register at the close of business on a particular date and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares.

CAPITALISATION OF PROFITS AND RESERVES

157. (A) The Directors may, with the sanction of an Ordinary Resolution of the Company including any Ordinary Resolution passed pursuant to Article 7:

(a) issue bonus shares for which no consideration is payable to the Company to the persons registered as holders of shares in the Register of Members or (as the case may be) the Depository Register at the close of business on:

(i) the date of the ordinary resolution (or such other date as may be specified therein or determined as therein provided); or

(ii) (in the case of an ordinary resolution passed pursuant to Article 6(B)) such other date as may be determined by the Directors,

in proportion to their then holdings of shares; and

(b) capitalise any sum standing to the credit of any of the Company's reserve accounts or other undistributable reserve or any sum standing to the credit of profit and loss account by appropriating such sum to the persons registered as holders of shares in the Register of Members or (as the case may be) in the Depository Register at the close of business on:

(i) the date of the ordinary resolution (or such other date as may be specified therein or determined as therein provided); or

(ii) (in the case of an ordinary resolution passed pursuant to Article 6(B)) such other date as may be determined by the Directors,

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

(B) In addition and without prejudice to the powers provided for by Article 157(A) and 132(C), the Directors shall have power to issue shares for which no consideration is payable and to capitalise any undivided profits or other moneys of the Company not required for the payment or provision of any dividend on any shares entitled to cumulative or non-cumulative preferential dividends (including profits or other moneys carried and standing to any reserve or reserves) and to apply such profits or other moneys in paying up such shares in full, in each case on terms that such shares shall, upon issue, be held by or for the benefit of participants of any share incentive or option scheme or plan implemented by the Company and approved by shareholders in general meeting and on such terms as the Directors shall think fit.

(C) The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation with full power to the Directors to make such provision for the satisfaction of the right of the holders of such shares in the Register or in the Depository Register, as the case may be, and as they think fit for any fractional entitlements which would arise including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the members concerned. The Directors may authorise any person to enter on behalf of all

the members interested into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

WINDING UP

177. *The Directors shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.*

178. *If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the court) the Liquidator may, with the authority of a Special Resolution, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members. The Liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.*

179. *On a voluntary winding up of the Company, no commission or fee shall be paid to a Liquidator without the prior approval of the members in a General Meeting. The amount of such commission or fee shall be notified to all members not less than seven days prior to the Meeting at which it is to be considered.*"