



METECH INTERNATIONAL LIMITED

(Company Registration No.: 199206445M)
(Incorporated in the Republic of Singapore)

**PROPOSED RENOUNCEABLE NON-UNDERWRITTEN RIGHTS CUM WARRANTS
ISSUE**

1. INTRODUCTION

- 1.1 The board of directors (the **"Board"** or the **"Directors"**) of Metech International Limited (the **"Company"**, and together with its subsidiaries, the **"Group"**), wishes to announce that the Company is proposing to undertake a renounceable non-underwritten rights cum warrants issue (the **"Rights cum Warrants Issue"**) of up to 1,406,186,305 new ordinary shares in the capital of the Company (the **"Rights Shares"**) at an issue price of S\$0.003 (the **"Issue Price"**) for each Rights Share and up to 1,406,186,305 free detachable warrants (the **"Warrants"**), with each Warrant carrying the right to subscribe for one (1) new ordinary share in the capital of the Company (the **"New Share"**) at the exercise price of S\$0.004 (the **"Warrant Exercise Price"**) per New Share, on the basis of one (1) Rights Share and one (1) Warrant for every two (2) existing ordinary shares (each a **"Share"**) held by the shareholders of the Company (the **"Shareholders"**) as at a time and date to be determined by the Directors for the purpose of determining the Shareholders' entitlements under the Rights cum Warrants Issue (the **"Books Closure Date"**), fractional entitlements to be disregarded.
- 1.2 The Rights Shares, the Warrants and the New Shares will be issued pursuant to the authority granted by the Shareholders by way of a special resolution at the extraordinary general meeting of the Company held on 26 June 2015 for the issue of Shares not exceeding 100% of the total number of issued Shares (excluding treasury shares) in the capital of the Company, whether on a pro rata or non pro rata basis (the **"2015 General Mandate"**). Accordingly, the Company will not be seeking specific approval from Shareholders for the Rights cum Warrants Issue, as the issuance of the Rights Shares, the Warrants and the New Shares would fall within the ambit of the 2015 General Mandate.

2. THE RIGHTS CUM WARRANTS ISSUE

2.1 Principal Terms of the Rights cum Warrants Issue

- (a) The Company is proposing to undertake the Rights cum Warrants Issue, at the Issue Price for each Rights Share with Warrants on a renounceable basis to

the Shareholders whose registered addresses with the Company or The Central Depository (Pte) Limited (the “**CDP**”), as the case may be, are in Singapore as at the Books Closure Date, or who have, at least three (3) Market Days (each “**Market Day**” being a day on which the SGX-ST is open for trading in securities) prior to the Books Closure Date, provided to the Company or the CDP, as the case may be, addresses in Singapore for the service of notices and documents (the “**Entitled Shareholders**”).

- (b) The Rights Shares with Warrants are offered on the basis of one (1) Rights Share and one (1) Warrant for every two (2) existing Shares held as at the Books Closure Date.
- (c) Fractional entitlements to the Rights Shares with Warrants will be disregarded in arriving at the Entitled Shareholder’s provisional allotments of Rights Shares with Warrants and will, together with the provisional allotment of Rights Shares with Warrants which are not taken up or allotted for any reason, be aggregated and allotted to satisfy excess applications for Rights Shares with Warrants (if any), or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interest of the Company.
- (d) The Entitled Shareholders will be at liberty to accept (in full or in part), decline, or otherwise renounce or trade (during the provisional allotment trading period prescribed by the SGX-ST) their provisional allotment of the Rights Shares with Warrants and will be eligible to apply for additional Rights Shares with Warrants in excess of their provisional allotments under the Rights cum Warrants Issue (the “**Excess Rights Shares with Warrants**”).
- (e) In the allotment of the Excess Rights Shares with Warrants, preference will be given to Entitled Shareholders in satisfaction of their application for Excess Rights Shares with Warrants, if any, provided that where there are insufficient Excess Rights Shares with Warrants to allot to each application, the Company shall allot the Excess Rights Shares with Warrants to Entitled Shareholders such that preference will be given to the rounding of odd lots, and that Directors and substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue, or have representation (direct or through a nominee) on the Board of Directors will rank last in priority for the rounding of odd lots and allotment of excess Rights Shares with Warrants. The Company will not make any allotment and issue of any excess Rights Shares with Warrants that will result in a transfer of controlling interest in the Company unless otherwise approved by Shareholders in a general meeting.
- (f) The Warrants are immediately detachable from the Rights Shares upon issue, and will be issued in registered form and will be listed and traded separately on the Catalist Board of the SGX-ST (the “**Catalist**”) under the book-entry (scripless) settlement system, upon the listing and quotation of the Warrants on Catalist, subject to, amongst others, there being an adequate spread of holdings of the Warrants to provide for an orderly market in the Warrants.

- (g) Each Warrant will, subject to the terms and conditions governing the Warrants to be set out in the Deed Poll, carry the right to subscribe for one (1) New Share at the Warrant Exercise Price and at any time during the period stated above. Warrants that remain unexercised at the expiry of the Warrants Exercise Period (as defined below) shall lapse and cease to be valid for any purpose.
- (h) The Warrant Exercise Price and the number of Warrants to be held by each holder of Warrants will be subject to adjustments under certain circumstances to be provided for in the Deed Poll and appropriate announcements on the adjustments will be made by the Company. The New Shares arising from the exercise of the Warrants will, upon allotment and issue, rank *pari passu* in all respects with the then existing Shares save for any dividends, rights, allotments or other distributions that may be declared or paid, the record date (as defined below) for which is before the date of exercise of the Warrants.
- (i) The Rights Shares are payable in full upon acceptance and application by Entitled Shareholders. The Rights Shares will, upon allotment and issue, rank *pari passu* in all respects with the then existing Shares, save for any dividends, rights, allotments or other distributions, the record date for which falls before the date of issue of the Rights Shares with Warrants. For this purpose, a “**record date**” means, in relation to any dividends, rights, allotments or other distributions, the date as at the close of business (or such other time as may have been notified by the Company) on which the Shareholders must be registered with the Company or CDP, as the case may be, in order to participate in such dividends, rights, allotments or other distributions.
- (j) The Rights cum Warrants Issue is renounceable and Entitled Shareholders who do not wish to subscribe for the Rights Shares with Warrants may sell their provisional entitlements (the “**Rights**”) during the “nil-paid” Rights trading period.

2.2 Details of the Warrants

The Warrant Exercise Price will be fixed at S\$0.004 for each New Share upon exercise of the Warrants, subject to such adjustments to be set out in the Deed Poll.

Subject to the execution of the Deed Poll, the general terms of the Warrants are, amongst others, as follows:

Number of Warrants	Up to 1,406,186,305 in aggregate.
Detachability and Trading	The Warrants will be detachable from the Rights Shares on issue and will be listed and traded on Catalist.
Warrant Exercise Price	The Warrant Exercise Price will be fixed at S\$0.004 for each New Share, subject to the prescribed adjustments.

Exercise Period	The Warrants may be exercised at any time during the period commencing on and including the date of the issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding 24 months from the date of issue of the Warrants (“ Warrants Exercise Period ”). Warrants remaining unexercised at the expiry of the Warrants Exercise Period shall lapse and cease to be valid for any purpose.
Adjustments	<p>The Warrant Exercise Price and the number of Warrants will be subject to adjustments under certain circumstances provided for in the terms and conditions of the Warrants as set out in the Deed Poll and found in Appendix A of the Offer Information Statement (as defined below).</p> <p>Such circumstances include, without limitation, consolidation, subdivision or conversion of the Shares, capitalisation issues, rights issues and certain capital distributions.</p>

2.3 Number of Rights Shares with Warrants

As at the date of this announcement, the existing issued and paid-up share capital of the Company (excluding treasury shares) comprises 2,812,372,611 Shares (the “**Existing Share Capital**”). As at the date of this announcement, the Company does not have any outstanding convertible securities.

Based on the Existing Share Capital and assuming that (i) no new Shares are issued on or prior to the Books Closure Date; and (ii) all the Entitled Shareholders subscribe in full for their pro rata entitlements of Rights Shares with Warrants and subsequently exercise all their Warrants (the “**Maximum Subscription Scenario**”), the Company will issue 1,406,186,305 Rights Shares and 1,406,186,305 New Shares under the Rights cum Warrants Issue.

Based on the Existing Share Capital and assuming that (i) no new Shares are issued on or prior to the Books Closure Date; and (ii) only the Undertaking Shareholders (as defined below) subscribe in full for their pro rata entitlements of Rights Shares with Warrants but do not exercise their Warrants (the “**Minimum Subscription Scenario**”), the Company will issue 156,634,751 Rights Shares under the Rights cum Warrants Issue.

2.4 Issue Price and Warrant Exercise Price

- (a) The Issue Price of S\$0.003 for each Right Share represents a discount of 40% to the closing price of S\$0.005 per Share on 10 July 2015, being the last full

market day wherein Shares were traded on the Catalist of the SGX-ST immediately preceding this announcement.

- (b) The Warrant Exercise Price of S\$0.004 for each New Share represents a discount of 20% to the closing price of S\$0.005 per Share on 10 July 2015, being the last full market day wherein Shares were traded on the Catalist of the SGX-ST immediately preceding this announcement.

2.5 Option to Scale Down

Depending on the level of subscription for the Rights Shares with Warrants, the Company will, if necessary, and upon the approval of the SGX-ST, scale down the subscription and/or excess applications for the Rights Shares with Warrants by any of the substantial Shareholders (if such substantial Shareholder chooses to subscribe for its pro rata entitlement of Rights Shares with Warrants and/or apply for Excess Rights Shares with Warrants) to avoid placing the relevant substantial Shareholder and parties acting in concert with it (as defined in the Singapore Code on Take-overs and Mergers (the “**Takeover Code**”)) in the position of incurring a mandatory general offer obligation under the Takeover Code as a result of other Shareholders not taking up their Rights Shares with Warrants entitlements fully.

2.6 Further Information

The terms and conditions of the Rights cum Warrants Issue are subject to such changes as the Directors may in their absolute discretion deem fit. The final terms and conditions of the Rights cum Warrants Issue will be contained in the offer information statement (the “**Offer Information Statement**”) to be despatched by the Company to Entitled Shareholders in due course.

3. **RATIONALE AND USE OF PROCEEDS**

- 3.1 The Company is undertaking the present Rights cum Warrants Issue to strengthen the financial position and cash position of the Group. The Rights cum Warrants Issue will also provide the Shareholders with an opportunity to further participate in the equity of the Company, and will allow the Group to be less reliant on external sources of funding, thereby potentially incurring fewer expenses related to external funding, for general corporate activities including, but not limited to, acquisitions, joint ventures and/or for strategic alliances.
- 3.2 In view of the Irrevocable Undertakings (as defined below), and after taking into consideration the cost of engaging an underwriter and having to pay commission in relation to such underwriting, the Directors decided that it is not feasible and practicable for the Rights cum Warrants Issue to be underwritten by a financial institution. The Company has decided to proceed with the Rights Cum Warrants Issue on a non-underwritten basis as the Company believes that the Issue Price of S\$0.003 for each Rights Share and the Warrant Exercise Price of S\$0.004 for each Warrant is sufficiently attractive. Further, the Board is of the opinion that there is no minimum amount which

must be raised from the Rights Cum Warrants Issue. Hence, in view of the above and the savings enjoyed for not having to bear underwriting fees, the Company has decided to proceed with the Rights Cum Warrants Issue on a non-underwritten basis.

- 3.3 In the Maximum Subscription Scenario, the estimated net proceeds from the Rights cum Warrants Issue will be approximately S\$9.74 million, after deducting estimated costs and expenses of approximately S\$100,000 relating thereto.
- 3.4 In the Minimum Subscription Scenario, the estimated net proceeds from the Rights cum Warrants Issue will be approximately S\$ 0.37 million, after deducting estimated costs and expenses of approximately S\$100,000 relating thereto.
- 3.5 **For illustrative purposes only**, the following table is an estimate of how the Company intends to use the proceeds:

Use of Proceeds	Amount (Minimum Subscription Scenario)	Percentage of Proceeds (Minimum Subscription Scenario)	Amount (Maximum Subscription Scenario)	Percentage of Proceeds (Maximum Subscription Scenario)
General working capital	S\$0.30 million	80%	S\$7.79 million	80%
To fund general corporate activities including, but not limited to, acquisitions, joint ventures and/or for strategic alliances	S\$0.07 million	20%	S\$1.95 million	20%
Total	S\$0.37 million	100%	S\$9.74 million	100%

- 3.6 Pending the deployment of the net proceeds raised from the Rights cum Warrants Issue, such proceeds may be deposited with banks and/or financial institutions, used for investment in short-term money markets instruments and/or marketable securities, as the Directors may deem appropriate in the interest of the Company.
- 3.7 The Company will make periodic announcements on the use of the proceeds from the Rights cum Warrants Issue as and when such proceeds are materially disbursed and will provide a status report on the use of proceeds from the Rights cum Warrants Issue in the annual report(s) of the Company, until such time the proceeds have been fully utilised.

3.8 The Directors are of the reasonable opinion that:

- (i) after taking into consideration the present bank facilities, the working capital available to the Group is sufficient to meet its present requirements; and
- (ii) consequently, after taking into consideration the present bank facilities and net proceeds of the Rights cum Warrants Issue, the working capital available to the Group is sufficient to meet its present requirements.

4. UNDERTAKINGS

4.1 To demonstrate their support for the Rights cum Warrants Issue, Mr. Simon Eng and Belle Forte Ltd (the “**Undertaking Shareholders**”) have provided irrevocable undertakings dated 7 July 2015 in favour of the Company, that they will subscribe and pay in full for their pro rata entitlement of 119,155,279 and 37,479,472 Rights Shares with Warrants respectively (the “**Irrevocable Undertakings**”).

4.2 The details of the Irrevocable Undertakings are set out below:

- (a) Mr. Simon Eng, who has a direct and/or deemed interest in 313,269,503 Shares, representing approximately 11.1% of the Existing Share Capital (“**Eng Existing Shares**”) as at the date of this Announcement, has given an irrevocable undertaking in favour of the Company that he will subscribe and pay in full for an aggregate of 119,155,279 Rights Shares with 119,155,279 Warrants, being his pro rata entitlement of Rights Shares with Warrants under the Rights cum Warrants Issue in accordance with the terms and conditions of the Rights cum Warrants Issue; and
- (b) Belle Forte Ltd. (“**Belle Forte**”), which has a direct and/or deemed interest in 74,958,944 Shares, representing approximately 2.7% of the Existing Share Capital (“**Belle Forte Existing Shares**”) as at the date of this Announcement, has given an irrevocable undertaking in favour of the Company that it will subscribe and pay in full for an aggregate of 37,479,472 Rights Shares with 37,479,472 Warrants, being its pro rata entitlement of Rights Shares with Warrants under the Rights cum Warrants Issue in accordance with the terms and conditions of the Rights cum Warrants Issue.

4.3 In addition to the above, each of the Undertaking Shareholders has also undertaken the following:

- (a) Mr. Simon Eng will not during the period commencing from 7 July 2015, until the issue and listing on the Catalist board of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) (“**Catalist**”) of the Rights Shares and the Warrants, offer, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, rights or warrant to purchase, lend, transfer or otherwise dispose of, any of or any interest in, the Eng Existing Shares, or announce any intention to undertake any of the

foregoing and that his interest in the Company as at the Books Closure Date will not be less than the Eng Existing Shares;

- (b) Belle Forte will not during the period commencing from 7 July 2015, until the issue and listing on Catalist of the Rights Shares and the Warrants, offer, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, rights or warrant to purchase, lend, transfer or otherwise dispose of, any of or any interest in, the Existing Shares, or announce any intention to undertake any of the foregoing and that its' interest in the Company as at the Books Closure Date will not be less than the Belle Forte Existing Shares.

4.4 Mr. Simon Eng and Belle Forte will each furnish to the Company in due course a confirmation from a financial institution that he/it has sufficient financial resources to fulfill his/its obligations under the Irrevocable Undertakings.

4.5 The Irrevocable Undertakings are subject and conditional upon:

- (a) the receipt of the listing and quotation notice from the SGX-ST for the dealing in and listing and quotation of the Rights Shares, the Warrants and the New Shares on Catalist having been obtained (and such approval not having been withdrawn or revoked on or prior to the closing date of the offer of the Rights Shares under the Rights cum Warrants Issue), and if such approval is granted subject to conditions, such conditions being acceptable to and fulfilled by the Company; and
- (b) the lodgement of the offer information statement, together with all other necessary accompanying documents, in connection with the Rights cum Warrants Issue by the Company with the SGX-ST acting as agent on behalf of the Monetary Authority of Singapore (the "**MAS**").

4.6 A person who is not party to the Irrevocable Undertakings has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of this Irrevocable Undertaking.

5. ELIGIBILITY TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

5.1 Entitled Depositors

Shareholders whose securities accounts with CDP are credited with Shares as at 5.00 p.m. (Singapore time) on the Books Closure Date (the "**Depositors**") will be provisionally allotted Rights Shares with Warrants on the basis of the number of Shares standing to the credit of their securities accounts with CDP as at 5.00 p.m. (Singapore time) on the Books Closure Date.

To be “**Entitled Depositors**”, such persons must have registered addresses in Singapore with CDP as at the Books Closure Date or who have provided CDP, at 9 North Buona Vista Drive, #1-19/20 The Metropolis, Singapore 138588, with addresses in Singapore at least three (3) Market Days prior to the Books Closure Date, in order to receive their provisional allotments of Rights Shares with Warrants.

5.2 Entitled Scripholders

Shareholders whose Shares are not registered in the name of CDP but whose names appear in the Register of Members with registered addresses in Singapore as at 5.00 p.m. (Singapore time) on the Books Closure Date (the “**Scripholders**”) will be provisionally allotted Rights Shares with Warrants on the basis of the number of Shares held by them as stated in the Register of Members of the Company as at 5.00 p.m. (Singapore time) on the Books Closure Date.

To be “**Entitled Scripholders**”, Scripholders must have registered addresses in Singapore with the Company as at the Books Closure Date or who have provided the Company with addresses in Singapore three (3) Market Days prior to the Books Closure Date, in order to receive their provisional allotments of Rights Shares with Warrants.

Duly completed and stamped transfers (in respect of Shares not registered in the name of CDP), together with all relevant documents of title, must be received no later than 5.00 p.m. (Singapore time) on the Books Closure Date by the Share Registrar, and will be registered to determine the transferee’s provisional allotments of Rights Shares with Warrants entitlements.

5.3 Central Provident Fund Investment Scheme

Central Provident Fund (the “**CPF**”) savings cannot be used to purchase shares that are listed on Catalist, except for companies that were migrated from the Stock Exchange of Singapore Dealing and Automated Quotation (SESDAQ) to Catalist on 17 December 2007.

As the Company has migrated to the Catalist, CPF account savings cannot be used to purchase Shares under the Central Provident Fund Investment Scheme (“**CPFIS**”). Shareholders who have purchased Shares using their CPF account savings under the CPFIS can choose to hold or sell their Shares or participate in corporate actions, subject to prevailing CPFIS rules and limits for such Shares.

5.4 Foreign Shareholders

For practical reasons and in order to avoid any violation of the relevant legislation applicable in countries other than Singapore, the Rights Shares with Warrants will not be offered to Shareholders with registered addresses outside Singapore as at the Books Closure Date and who have not, by 5.00 p.m. (Singapore time) on the date being three (3) Market Days prior to the Books Closure Date, provided to the Company or the CDP, as the case may be, addresses in Singapore for the service of notices and

documents (the “**Foreign Shareholders**”) and the Offer Information Statement and its accompanying documents will not be despatched to the Foreign Shareholders. Accordingly, no provisional allotments of the Rights Shares with Warrants will be made to the Foreign Shareholders and no purported acceptance thereof or application therefor will be valid.

If it is practicable to do so, the Company may, at its absolute discretion, arrange for the provisional allotments of Rights Shares with Warrants which would otherwise have been provisionally allotted to Foreign Shareholders, to be sold “nil-paid” on the SGX-ST as soon as practicable after dealings in the provisional allotment of Rights Shares with Warrants commence. Such sales may, however, only be effected if the Company, in its absolute discretion, determines that a premium can be obtained from such sales, after taking into account the relevant expenses to be incurred in relation thereto. The net proceeds therefrom will be dealt with in accordance with the terms set out in the Offer Information Statement to be issued by the Company for the Rights cum Warrants Issue.

The net proceeds from all such sales, after deduction of all expenses therefrom, will be pooled and thereafter distributed to Foreign Shareholders in proportion to their respective shareholdings or, as the case may be, the number of Shares standing to the credit of their respective Securities Accounts as at the Books Closure Date and sent to them at their own risk by ordinary post. If the amount of net proceeds distributable to any single Foreign Shareholder is less than S\$10.00, such net proceeds will be retained for the sole benefit of the Company or dealt with as the Directors may, in their absolute discretion, deem fit in the interest of the Company and no Foreign Shareholder shall have any claim whatsoever against the Company, the Share Registrar or CDP in connection therewith.

Where such provisional allotments of Rights Shares with Warrants are sold “nil-paid” on the SGX-ST, they will be sold at such price or prices as the Company may, in its absolute discretion, decide and no Foreign Shareholder shall have any claim whatsoever against the Company, the Share Registrar or CDP in respect of such sales or proceeds thereof, of such provisional allotments of Rights Shares with Warrants or the Rights Shares with Warrants represented by such provisional allotments.

If such provisional allotments of Rights Shares with Warrants cannot be sold or are not sold on the SGX-ST as aforesaid for any reason by such time as the SGX-ST shall have declared to be the last day for trading in the provisional allotments of Rights Shares with Warrants, the Rights Shares with Warrants represented by such provisional allotments will be allotted and issued to satisfy excess applications or disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company and no Foreign Shareholder shall have any claim whatsoever against the Company, the Share Registrar or CDP in connection therewith.

6. CONDITIONS TO THE RIGHTS CUM WARRANTS ISSUE

6.1 The Rights cum Warrants Issue is subject to, *inter alia*, the following:

- (a) the execution of the Deed Poll;
- (b) the submission by the Sponsor (as defined below) to the SGX-ST of the confirmations required in Appendix 8B of Catalist Rules;
- (c) the issue and subscription of the Rights Shares, the Warrants and the New Shares not being prohibited by any statute, order, rule or regulation promulgated by any legislative, executive or regulatory body or authority of Singapore which is applicable to the Company;
- (d) the receipt of the listing and quotation notice from the SGX-ST for the dealing in, listing and quotation of the Rights Shares, the Warrants and the New Shares on Catalist; and
- (e) the lodgement of the Offer Information Statement, together with all other accompanying documents (if applicable), with the SGX-ST acting as agent on behalf of the MAS.

6.2 Stamford Corporate Services Pte. Ltd. (the “**Sponsor**”), acting as Continuing Sponsor to, and on behalf of the Company, will be making an application to the SGX-ST for the permission to deal in and for the listing of and quotation for the Rights Shares, the Warrants and the New Shares on Catalist.

6.3 The Offer Information Statement will also be lodged with the SGX-ST, acting as agent on behalf of the MAS and despatched to Entitled Shareholders in due course after, *inter alia*, receipt of the listing and quotation notice from the SGX-ST.

6.4 Appropriate announcements in relation to the above application, lodgement and despatch will be made in due course.

7. NOTICE OF EXPIRY OF THE WARRANTS

The Company shall, not later than one (1) month before the expiry of the Exercise Period (the “**Expiry Date**”), announce the expiry of the Exercise Period on SGXNET. In addition, the Company shall not later than one (1) month before the Expiry Date, take reasonable steps to notify all holders of the Warrants in writing of the Expiry Date, and such notice shall be delivered by post to the address of the relevant warrant holder.

8. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

Save as disclosed in this announcement, none of the Directors and substantial Shareholders has any interests, direct or indirect, in the Rights cum Warrants Issue (other than in his capacity as a Director or Shareholder of the Company).

9. RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the Rights cum Warrants Issue, the Company and the Group, and the Directors are not aware of any facts the omission of which would make any statement in this announcement misleading. Where information in this announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, 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 this announcement in its proper form and context.

By Order of the Board
METECH INTERNATIONAL LIMITED

Simon Eng
Chief Executive Officer
10 July 2015

This announcement has been prepared by the Company and its contents have been reviewed by the Company's Continuing Sponsor, Stamford Corporate Services Pte. Ltd., for compliance with the relevant rules of the 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.

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