

OFFER INFORMATION STATEMENT DATED 5 JANUARY 2018

(Lodged with the Singapore Exchange Securities Trading Limited (the "SGX-ST") acting as agent on behalf of the Monetary Authority of Singapore (the "Authority") on 5 January 2018)

THIS DOCUMENT IS IMPORTANT. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX, OR OTHER PROFESSIONAL ADVISER(S).

The securities offered are issued by Asia-Pacific Strategic Investments Limited (the "Company"), an entity whose shares are listed for quotation on Catalist (as defined herein).

Companies listed on Catalist may carry higher investment risk when compared with larger or more established companies listed on the Main Board of the SGX-ST. In particular, companies may list on Catalist without a track record of profitability and there is no assurance that there will be a liquid market in the securities traded on Catalist. A prospective investor should be aware of the risks of investing in such companies and should make the decision to invest only after careful consideration and, if appropriate, consultation with an independent financial adviser.

This offer is made in or accompanied by an offer information statement (the "Offer Information Statement"), together with copies of the Provisional Allotment Letter (the "PAL"), the Application Form for Rights Shares and Excess Rights Shares (the "ARE") and the Application Form for Rights Shares (the "ARS"), which has been lodged with the SGX-ST, acting as agent on behalf of the Authority.

Neither the Authority nor the SGX-ST has examined or approved the contents of this Offer Information Statement. Neither the Authority nor the SGX-ST assumes any responsibility for the contents of this Offer Information Statement, including the correctness of any of the statements or opinions made or reports contained in this Offer Information Statement. Neither the Authority nor the SGX-ST has in any way considered the merits of the securities being offered for investment. The lodgement of this Offer Information Statement with the SGX-ST does not imply that the Securities and Futures Act, Chapter 289 of Singapore, or any other legal or regulatory requirements, or requirements in the SGX-ST's listing rules, have been complied with.

An application has been made for permission for the Rights Shares (as defined herein), the Warrants (as defined herein) and the Warrant Shares (as defined herein) to be listed for quotation on Catalist, and a listing and quotation notice has been obtained from SGX-ST for the listing and quotation of the same on Catalist. The listing and quotation notice granted by the SGX-ST for the listing and quotation of the Rights Shares, the Warrants and the Warrant Shares on Catalist are in no way reflective of and are not to be taken as an indication of the merits of the Rights cum Warrants Issue (as defined herein), the Rights Shares, the Warrants, the Warrant Shares, the Company, its subsidiaries and their securities.

The Rights Shares, the Warrants and the Warrant Shares will be admitted to Catalist after the certificates relating thereto have been issued and the allotment letters from The Central Depository (Pte) Limited ("CDP") have been despatched.

This Offer Information Statement has been prepared solely in relation to the Rights cum Warrants Issue and shall not be relied upon by any other person or for any other purpose.

Acceptance of applications will be conditional upon issue of the Rights Shares and the Warrants and upon listing of the Rights Shares on Catalist. Monies paid in respect of any application accepted will be returned if the listing of the Rights Shares does not proceed. **In the event that permission is not granted by the SGX-ST for the listing and quotation of the Warrants due to an inadequate spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants, holders of Warrants will not be able to trade their Warrants on the SGX-ST.**

After the expiration of six (6) months from the date of lodgement of this Offer Information Statement, no person shall make an offer of securities, or allot, issue or sell any securities, on the basis of this Offer Information Statement; and no officer or equivalent person or promoter of the entity or proposed entity will authorise or permit the offer of any securities or the allotment, issue or sale of any securities, on the basis of this Offer Information Statement. Your attention is drawn to the section entitled "Risk Factors" of this Offer Information Statement which you should review carefully.

This Offer Information Statement has been prepared by the Company and its contents have been reviewed by the Company's sponsor, Stamford Corporate Services Pte Ltd (the "Sponsor") for compliance with the relevant rules of the SGX-ST, this being the SGX-ST Listing Manual Section B: Rules of Catalist. The Sponsor has not independently verified the contents of this Offer Information Statement. The Sponsor has given its written consent to the issue of this Offer Information Statement with the inclusion of its name and all references thereto, in the form and context in which it appears in this Offer Information Statement. The contact person for the Sponsor is Mr. Ng Joo Khin. The contact particulars are 10 Collyer Quay, #27-00 Ocean Financial Centre, Singapore 049315, Tel: 6389 3000 or email: jookhin.ng@morganlewis.com.



ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED

(Incorporated in the Republic of Singapore on 6 July 2006)

(Company Registration Number: 200609901H)

RENOUNCEABLE PARTIALLY-UNDERWRITTEN RIGHTS CUM WARRANTS ISSUE OF UP TO 14,537,002,596 NEW ORDINARY SHARES OF THE COMPANY (THE "RIGHTS SHARES") WITH UP TO 14,537,002,596 FREE DETACHABLE WARRANTS (THE "WARRANTS"), ON THE BASIS OF TWO (2) RIGHTS SHARES FOR EVERY ONE (1) EXISTING ORDINARY SHARE OF THE COMPANY HELD AS AT THE BOOKS CLOSURE DATE (AS DEFINED HEREIN), FRACTIONAL ENTITLEMENTS TO BE DISREGARDED, AND ONE (1) WARRANT FOR EVERY ONE (1) RIGHTS SHARE SUBSCRIBED (THE "RIGHTS CUM WARRANTS ISSUE")

Underwriter of the Rights cum Warrants Issue

UOBKayHian

UOB KAY HIAN PRIVATE LIMITED

(Company Registration No.: 197000447W)

(Incorporated in the Republic of Singapore)

IMPORTANT DATES AND TIMES:

Last date and time for splitting	:	18 January 2018 at 5.00 p.m.
Last date and time for acceptance and payment	:	24 January 2018 at 5.00 p.m. (9.30 p.m. for Electronic Applications (as defined herein))
Last date and time for renunciation and payment	:	24 January 2018 at 5.00 p.m. (9.30 p.m. for Electronic Applications (as defined herein))
Last date and time for excess application and payment	:	24 January 2018 at 5.00 p.m. (9.30 p.m. for Electronic Applications (as defined herein))

IMPORTANT NOTICE

Capitalised terms used below which are not otherwise defined herein shall have the same meanings as ascribed to them under the “**Definitions**” section of this Offer Information Statement.

For Entitled Depositors (which excludes Entitled Scripholders, CPFIS Shareholders and investors who hold Shares through finance companies or Depository Agents), acceptances of the Rights Shares with Warrants and/or (if applicable) applications for excess Rights Shares may be made through CDP or by way of an Electronic Application at any ATM of a Participating Bank.

For Entitled Scripholders, acceptances of the Rights Shares with Warrants and (if applicable) applications for excess Rights Shares with Warrants may be made through the Share Registrar, B.A.C.S. Private Limited.

For investors who hold Shares through finance companies or Depository Agents, the acceptances of their Rights Shares with Warrants and (if applicable) application for excess Rights Shares with Warrants must be done through their respective finance companies or Depository Agents, and in the case of investors who had bought Shares under the CPF Investment Scheme – Ordinary Account (“CPFIS Shareholders”), their respective approved CPF agent banks. Any application made directly to the CDP or through ATMs will be rejected.

For CPFIS Shareholders, acceptances of their Rights Shares with Warrants and (if applicable) application for excess Rights Shares with Warrants can only be made using, subject to applicable CPF rules and regulations, their CPF accounts savings (“CPF Funds”). In the case of insufficient CPF Funds or stock limit, CPFIS Shareholders could top up cash into their CPF Investment Accounts before instructing their respective approved CPF agent banks to accept the Rights Shares with Warrants and (if applicable) apply for excess Rights Shares with Warrants. CPF Funds cannot, however, be used for the purchase of the provisional allotments of the Rights Shares with Warrants directly from the market.

For renounees of Entitled Shareholders or purchasers of provisional allotment of Rights Shares with Warrants traded on the SGX-ST during the Rights Trading Period (“Purchasers”) whose purchases are settled through finance companies or Depository Agents, acceptances of the Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants purchased must be done through the respective finance companies or Depository Agents, as the case may be. Such renounees and Purchasers are advised to provide their respective finance companies or Depository Agents, as the case may be, with the appropriate instructions early in order for such intermediaries to make the relevant acceptances on their behalf by the Closing Date. Any acceptance of the Rights Shares with Warrants made directly through CDP, Electronic Applications at ATMs of Participating Banks, the Share Registrar and/or the Company will be rejected.

The existing Shares are listed and quoted on Catalist.

Persons wishing to subscribe for the Rights Shares with Warrants offered by this Offer Information Statement should, before deciding whether to so subscribe, carefully read this Offer Information Statement in its entirety in order to make an informed assessment of the assets and liabilities, profits and losses, financial position, risk factors, performance and prospects of the Group, and the rights and liabilities attaching to the Rights Shares, the Warrants and the Warrant Shares. They should make their own independent enquiries and investigations of any bases and assumptions upon which financial projections, if any, are made or based, and carefully consider this Offer Information Statement in light of their personal circumstances (including financial and taxation affairs). It is recommended that such persons seek professional advice from their stockbroker, bank manager, solicitor, accountant or other professional adviser before deciding whether to acquire the Rights Shares with Warrants or invest in the Company.

No person has been authorised to give any information or to make any representations, other than those contained in this Offer Information Statement in connection with the Rights cum Warrants Issue and, if given or made, such information or representations must not be relied upon as having been authorised by the Company, the Underwriter or the Sponsor.

IMPORTANT NOTICE

Save as expressly stated in this Offer Information Statement, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of the Group. Neither the delivery of this Offer Information Statement nor the issue of the Rights Shares with Warrants and/or the Warrant Shares shall, under any circumstances, constitute a continuing representation, or give rise to any implication, that there has been no change in the affairs of the Group, or any of the information contained herein since the date hereof. Where such changes occur after the date hereof and are material, or are required to be disclosed by law and/or the SGX-ST, the Company may make an announcement of the same to the SGX-ST and, if required, lodge a supplementary or replacement Offer Information Statement with the Authority. All Entitled Shareholders and their renounees should take note of any such announcement and, upon the release of such announcement or lodgement of such supplementary or replacement document, as the case may be, shall be deemed to have notice of such changes.

None of the Company, the Underwriter or the Sponsor is making any representation in this Offer Information Statement to any person regarding the legality of an investment in the Rights Shares with Warrants, the Warrants, the Warrant Shares and/or the Shares by such person under any investment or any other laws or regulations. No information in this Offer Information Statement should be considered to be business, financial, legal or tax advice. Each prospective investor should consult his own professional or other adviser for business, financial, legal or tax advice regarding an investment in the Rights, the Rights Shares with Warrants, the Warrants, the Warrant Shares and/or the Shares.

The Sponsor and the Underwriter make no representation, warranty or recommendation whatsoever as to the merits of the Rights cum Warrants Issue, the Rights Shares with Warrants, the Warrants, the Warrant Shares, the Shares, the Company, the Group or any other matter related thereto or in connection therewith. Nothing in this Offer Information Statement or the accompanying documents shall be construed as a recommendation to accept or purchase the Rights Shares with Warrants, the Warrants, the Warrant Shares and/or the Shares. Prospective subscribers of the Rights Shares with Warrants should rely on their investigation of the financial condition and affairs of the Company and the Group as well as their own appraisal and determination of the merits of investing in the Company and the Group and shall be deemed to have done so.

This Offer Information Statement and the accompanying documents have been prepared solely for the purpose of the acceptance and subscription of the Rights Shares with Warrants, and may not be relied upon by any persons (other than Entitled Shareholders to whom it is despatched by the Company, their renounees and purchasers of the provisional allotments of Rights Shares with Warrants) or for any other purpose.

This Offer Information Statement and its accompanying documents have been prepared solely for the purpose of the acceptance and subscription of the Rights Shares with Warrants under the Rights cum Warrants Issue and may not be relied upon by any person other than Entitled Shareholders (and their renounees and purchasers of the provisional allotments of Rights Shares) to whom it is despatched by the Company and their renounees or for any other purpose.

This Offer Information Statement, the PAL, the ARE and the ARS, may not be used for the purpose of, and do not constitute an offer, invitation or solicitation to anyone in any jurisdiction or under any circumstances in which such offer, invitation or solicitation is unlawful or not authorised or to any person to whom it is unlawful to make such an offer, invitation or solicitation.

The distribution of this Offer Information Statement and/or its accompanying documents may be prohibited or restricted by law in certain jurisdictions under the relevant securities laws of those jurisdictions. Shareholders or any other person having possession of this Offer Information Statement and/or its accompanying documents are advised to inform themselves of and observe such prohibitions and restrictions at their own expense and without liability to the Company, the Underwriter or the Sponsor. Please refer to the section entitled “Eligibility of Shareholders to Participate in the Rights Cum Warrants Issue” of this Offer Information Statement for further information.

TABLE OF CONTENTS

DEFINITIONS.....	5
EXPECTED TIMETABLE OF KEY EVENTS.....	14
ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE...	15
TRADING	18
CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS	20
TAKE-OVER LIMITS AND THE WHITEWASH WAIVER.....	21
SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005	27
PART II – IDENTITY OF DIRECTORS, ADVISERS AND AGENTS.....	27
PART III – OFFER STATISTICS AND TIMETABLE.....	29
PART IV – KEY INFORMATION.....	32
PART V – OPERATING AND FINANCIAL REVIEW AND PROSPECTS	49
PART VI – THE OFFER AND LISTING.....	79
PART VII – ADDITIONAL INFORMATION	86
PART X – ADDITIONAL INFORMATION REQUIRED FOR OFFER OF SECURITIES BY WAY OF RIGHTS ISSUE	88
ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS ISSUES UNDER APPENDIX 8A OF THE SGX-ST LISTING MANUAL SECTION B: RULES OF CATALIST	95
APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS	97
APPENDIX B - PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS.....	118
THE APPENDIX C – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS.....	131
APPENDIX D – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH ATMS OF PARTICIPATING BANKS	134

DEFINITIONS

For the purposes of this Offer Information Statement, the PAL, the ARE and the ARS, the following terms shall, unless the context otherwise requires, have the following meanings:

- “1Q”** : The three-month financial period ended or ending 30 September, as the case may be
- “2013 Deed Poll”** : The deed poll dated 14 June 2013 entered into by the Company as amended and supplemented by the supplemental deed poll dated 10 March 2014
- “2013 Rights cum Warrants Issue”** : The Company’s renounceable right cum warrants issue pursuant to which, *inter alia*, 34,670,447 free detachable warrants were offered through an offer information statement dated 24 June 2013
- “2013 Warrants”** : The warrants in registered form allotted and issued by the Company pursuant to the terms and conditions of the 2013 Warrants set out in the 2013 Deed Poll
- “2014 Deed Poll”** : The deed poll dated 3 April 2014 entered into by the Company
- “2014 Rights cum Warrants Issue”** : The Company’s renounceable right cum warrants issue pursuant to which, *inter alia*, 715,210,185 free detachable warrants were offered through an offer information statement dated 10 April 2014
- “2014 Warrants”** : The warrants in registered form allotted and issued by the Company pursuant to the terms and conditions of the 2014 Warrants as set out in the 2014 Deed Poll
- “2015 Deed Poll”** : The deed poll dated 20 October 2015 entered into by the Company
- “2015 Rights cum Warrants Issue”** : The Company’s renounceable right cum warrants issue pursuant to which, *inter alia*, 3,373,458,070 free detachable warrants were offered through an offer information statement dated 28 October 2015
- “2015 Warrants”** : The warrants in registered form allotted and issued by the Company pursuant to the terms and conditions of the 2015 Warrants as set out in the 2015 Deed Poll
- “Adjustment Warrants”** : The issue of up to 1,125,169,946 new warrants pursuant to the adjustment of the existing 2013 Warrants, 2014 Warrants and 2015 Warrants constituted under the 2013 Deed Poll, 2014 Deed Poll and 2015 Deed Poll respectively, every one (1) Adjustment Warrant carrying the right to subscribe for one (1) new ordinary share in the capital of the Company
- “Adjustment Warrant Shares”** : The issue of new ordinary share in the capital of the Company pursuant to the exercise of the Adjustment Warrants
- “ARE”** : Application and acceptance form for Rights Shares with Warrants and excess Rights Shares with Warrants to be issued to Entitled Depositors in respect of their provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue

DEFINITIONS

“ARS”	:	Application and acceptance form for Rights Shares with Warrants to be issued to purchasers of the provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue traded on the Catalist through the book-entry (scripless) settlement system
“ATM”	:	Automated teller machine of a Participating Bank
“Authority”	:	The Monetary Authority of Singapore
“Board”	:	The board of Directors of the Company
“Books Closure Date”	:	5.00 p.m. on 5 January 2018, being the time and date at and on which the Register of Members and the Share Transfer Books of the Company will be closed to determine the Rights of the Entitled Shareholders under the Rights cum Warrants Issue
“Business Day”	:	A day (other than a Saturday, Sunday or public holiday) on which banks, the SGX-ST, CDP and the Share Registrar are open for business in Singapore
“Catalist”	:	The Catalist board of the SGX-ST
“CDP”	:	The Central Depository (Pte) Limited
“Circular”	:	The circular to Shareholders dated 21 November 2017 in relation to the Rights cum Warrants Issue
“Closing Date”	:	(a) 5.00 p.m. on 24 January 2018, or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company, being the last time and date for acceptance and/or excess application and payment, and renunciation and payment of the Rights Shares with Warrants under the Rights cum Warrants Issue through CDP or the Share Registrar; or (b) 9.30 p.m. on 24 January 2018, or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company, being the last time and date for acceptance and/or excess application and payment of the Rights Shares with Warrants under the Rights cum Warrants Issue through an ATM of a Participating Bank
“Code”	:	The Singapore Code on Take-overs and Mergers, as amended or modified from time to time
“Company”	:	Asia-Pacific Strategic Investments Limited
“Companies Act”	:	means the Companies Act, Chapter 50 of Singapore, as amended, modified or supplemented from time to time
“Concert Parties”	:	Collectively, Mr. Hano Maeloa and Ms. Oei Siu Hoa @ Sukmawati Widjaja
“Concert Party Group”	:	Mr. Oei and the Concert Parties

DEFINITIONS

“CPF”	:	Central Provident Fund
“CPF Approved Bank”	:	Any bank appointed by the CPF Board to be a bank for the purposes of the CPF Regulations
“CPFIS”	:	CPF Investment Scheme
“Deed Poll”	:	The deed poll dated 29 December 2017 executed by the Company for the purpose of constituting the Warrants and containing, <i>inter alia</i> , provisions for the protection of the rights and interests of the Warrantheolders
“Directors”	:	Directors of the Company as at the date of this Offer Information Statement
“EBITDA”	:	Earnings before interest expense, taxation, depreciation and amortisation, based on the audited accounts of a company for the relevant financial year
“Electronic Application”	:	Acceptance of the Rights Shares with Warrants and (if applicable) application for the excess Rights Shares with Warrants made through an ATM of one of the Participating Banks in accordance with the terms and conditions of this Offer Information Statement
“Entitled Depositors”	:	Shareholders with Shares standing to the credit of their Securities Accounts and whose registered addresses with CDP are in Singapore as at the Books Closure Date or who had, at least three (3) Market Days prior to the Books Closure Date, provided CDP with addresses in Singapore for the service of notices and documents
“Entitled Scripholders”	:	Shareholders whose (i) share certificates are not deposited with CDP, (ii) Shares are registered in their own names and (iii) registered addresses are in Singapore as at the Books Closure Date or who have, at least three (3) Market Days prior to the Books Closure Date, provided the Company with addresses in Singapore for the service of notices and documents
“Entitled Shareholders”	:	Entitled Depositors and Entitled Scripholders
“Excess Applications”	:	Applications by Entitled Shareholders of the Rights Shares with Warrants in excess of their provisional allotments of Rights Shares with Warrants
“Exercise Period”	:	The period during which the Warrants may be exercised commencing on and including the date of the issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the fifth anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members of the Company is closed or is not a Market Day, in which event the exercise period shall end on the date prior to the closure of the Register of Members of the Company or the immediately preceding Market Day, as the case may be, but excluding such period(s) during which the Register of Warrantheolders may be closed subject to the terms and conditions of the Warrants as set out in the Deed Poll

DEFINITIONS

“Exercise Price”	:	The price payable for each Warrant Share upon the exercise of a Warrant which shall be S\$0.003, subject to certain adjustments in accordance with the terms and conditions of the Warrants as set out in the Deed Poll
“Existing Share Capital”	:	The existing issued and paid-up share capital of the Company of 3,892,653,874 Shares (excluding treasury shares) as at the Latest Practicable Date
“Existing Warrants”	:	The 10,559,328 outstanding, unexercised 2013 Warrants, the 773,282,530 outstanding, unexercised 2014 Warrants and the 2,592,005,566 outstanding, unexercised 2015 Warrants in registered form allotted and issued by the Company as at the Latest Practicable Date pursuant to the terms and conditions of the existing warrants set out in the 2013 Deed Poll, the 2014 Deed Poll and the 2015 Deed Poll
“Foreign Purchasers”	:	Persons purchasing the Rights through the book-entry (scripless) settlement system whose registered addresses with CDP are outside Singapore
“Foreign Shareholders”	:	Shareholders with registered addresses outside Singapore as at the Books Closure Date and who had not, at least three (3) Market Days prior to the Books Closure Date, provided to CDP or the Company, as the case may be, addresses in Singapore for the service of notices and documents
“FY”	:	Financial year ended or ending 30 June, as the case may be
“Group”	:	The Company and its Subsidiaries collectively
“Independent Shareholders”	:	Shareholders who are deemed to be independent for the purposes of the Whitewash Resolution
“Issue Price”	:	S\$0.003 for each Rights Share
“Latest Practicable Date”	:	29 December 2017, being the latest practicable date prior to the date of lodgement of this Offer Information Statement
“Listing Manual”	:	The Listing Manual Section B: Rules of Catalist issued by the SGX-ST, as may be amended, supplemented or revised from time to time
“Market Day”	:	A day on which the SGX-ST is open for trading in securities
“Maximum Subscription Scenario”	:	Based on the Existing Share Capital and assuming that (i) all of the Existing Warrants are exercised and new Shares are issued pursuant thereto on or prior to the Books Closure Date; and (ii) all of the Entitled Shareholders subscribe and pay for their <i>pro rata</i> entitlements of Rights Shares with Warrants

DEFINITIONS

“Maximum Subscription Scenario (Concert Party Group)”	:	Based on the Existing Share Capital and assuming that (i) all of the Existing Warrants are exercised and new Shares are issued pursuant thereto on or prior to the Books Closure Date; (ii) none of the Entitled Shareholders other than the Concert Parties subscribes for the Rights Shares with Warrants; (iii) the Concert Parties subscribe for their <i>pro rata</i> entitlement of Rights Shares with Warrants; and (iv) Mr. Oei subscribes for the Underwritten Rights Shares and Warrants in full
“Maximum Subscription Scenario (only Mr. Oei)”	:	Based on the Existing Share Capital and assuming that (i) all of the Existing Warrants are exercised and new Shares are issued pursuant thereto on or prior to the Books Closure Date; (ii) none of the Entitled Shareholders subscribes for the Rights Shares with Warrants; and (iii) Mr. Oei subscribes for the Underwritten Rights Shares with Warrants in full
“New Business”	:	<p>The new business of:</p> <ul style="list-style-type: none">(a) property development activities including acquisition, development, and/or sale of residential, hospitality, commercial (retail and office), industrial and any other types of properties (including mixed development properties) (“Property Related Assets”); and(b) holding of Property Related Assets as investment for the collection of rent, capital growth potential and/or provision of property related services and facilities, <p>in the Asia-Pacific and North America region that is proposed to be undertaken by the Group</p>
“Minimum Subscription Scenario”	:	Based on the Existing Share Capital and assuming that (i) none of the Existing Warrants are exercised on or prior to the Books Closure Date; and (ii) all of the Entitled Shareholders subscribe and pay for their <i>pro rata</i> entitlements of Rights Shares with Warrants
“Minimum Subscription Scenario (only Mr. Oei)”	:	Based on the Existing Share Capital and assuming that (i) none of the Existing Warrants are exercised on or prior to the Books Closure Date; (ii) none of the Entitled Shareholders subscribes for the Rights Shares with Warrants; and (iii) Mr. Oei subscribes for the Underwritten Rights Shares with Warrants in full
“Mr. Oei”	:	Mr. Oei Hong Leong
“NAV”	:	Net Asset Value
“Offer Information Statement”	:	This offer information statement and, where the context admits, the PAL, the ARE, the ARS and all accompanying documents including any supplementary or replacement document which may be issued by the Company in connection with the Rights cum Warrants Issue
“Participating Banks”	:	DBS Bank Ltd. (including POSB) and United Overseas Bank Limited

DEFINITIONS

“Provisional Allotment Letter” or “PAL”	:	The provisional allotment letter issued to the Entitled Scripholders, setting out the provisional allotments of Rights Shares with Warrants of such Entitled Scripholders in connection with the Rights cum Warrants Issue
“Purchaser”	:	A purchaser of the Rights
“Record Date”	:	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 with CDP in order to participate in such dividends, rights, allotments or other distributions.
“Register of Members”	:	Register of members of the Company
“Relevant Warrants”	:	The 10,559,328 outstanding, unexercised 2013 Warrants, the 773,282,530 outstanding, unexercised 2014 Warrants and the 2,592,005,566 outstanding, unexercised 2015 Warrants in registered form allotted and issued by the Company pursuant to the terms and conditions of the existing warrants set out in the 2013 Deed Poll, the 2014 Deed Poll and the 2015 Deed Poll that may be exercised on or prior to the Books Closure Date
“Rights”	:	Rights to subscribe for two (2) Rights Shares with Warrant for every one (1) Share held by Shareholders as at Book Closure Date
“Rights cum Warrants Issue”	:	The renounceable partially-underwritten rights issue by the Company of up to 14,537,002,596 Rights Shares at an issue price of S\$0.003 for each Rights Share with up to 14,537,002,596 free detachable Warrants, each Warrant carrying the right to subscribe for one (1) Warrant Share at an exercise price of S\$0.003 for each Warrant Share, on the basis of two (2) Rights Shares for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, and one (1) Warrant given with one (1) Rights Share subscribed, fractional entitlements to be disregarded
“Rights Share(s)”	:	Up to 14,537,002,596 new Shares to be allotted and issued by the Company pursuant to the Rights cum Warrants Issue
“Rights Trading Period”	:	The trading period of the Rights on a “nil-paid” basis
“Securities Account”	:	A securities account maintained by a Depositor with CDP but does not include a securities sub-account
“Securities and Futures Act” or “SFA”	:	Securities and Futures Act (Chapter 289) of Singapore, as amended or modified from time to time
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Share Registrar”, “Warrant Agent” or “Warrant Registrar”	:	B.A.C.S. Private Limited
“Share Transfer Books”	:	The share transfer books of the Company

DEFINITIONS

“Shareholders”	:	Registered holders of Shares in the Register of Members of the Company or, where CDP is the registered holder, the term “Shareholders” shall, in relation to such Shares and where the context admits, mean the Depositors who have Shares entered against their names in the Depository Register. Any reference to Shares held by or shareholdings of Shareholders shall include Shares standing to the credit of their respective Securities Accounts
“Shares”	:	Ordinary shares in the capital of the Company
“SIC”	:	Securities Industry Council of Singapore
“Sub-underwriting Agreement”	:	The sub-underwriting agreement dated 11 September 2017 entered into between the Underwriter and Mr. Oei in relation to the Rights cum Warrants Issue, the details of which are set out in paragraph 7 of the section “Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 — Part VI — The Offer and Listing”
“Sub-underwriting Commission”	:	The commission payable by the Underwriter to Mr. Oei pursuant to the Sub-underwriting Agreement, the details of which are set out in paragraph 8 of the section “Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 — Part IV — Key Information”
“Sub-underwriting Commitment”	:	The commitment provided by Mr. Oei pursuant to the Sub-underwriting Agreement, pursuant to which Mr. Oei has undertaken to subscribe for the Underwritten Rights Shares to the extent that such Underwritten Rights Shares are not successfully subscribed for under the Rights cum Warrants Issue
“Subsidiaries”	:	Has the meaning ascribed to it in section 5 of the Companies Act and “Subsidiary” shall be construed accordingly
“Substantial Shareholder”	:	A person who holds directly and/or indirectly 5% or more of the total issued share capital of the Company
“Underwriter”	:	UOB Kay Hian Private Limited
“Underwriting Agreement”	:	The underwriting agreement dated 12 September 2017 entered into between the Company and the Underwriter in relation to the Rights cum Warrants Issue, the details of which are set out in paragraph 7 of the section “Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 — Part VI — The Offer and Listing”
“Underwriting Commission”	:	The commission payable by the Company to the Underwriter pursuant to the Underwriting Agreement, the details of which are set out in paragraph 8 of the section “Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 — Part IV — Key Information”
“Underwritten Rights Shares”	:	Up to 7,785,299,728 Rights Shares that are underwritten by the Underwriter in accordance with the terms and conditions of the Underwriting Agreement, constituting up to approximately 53.6 per cent. of the maximum number of Rights Shares

DEFINITIONS

“VWAP”	:	Volume weighted average price
“Warrantholders”	:	Registered holders of the Warrants, except where the registered holder is CDP, the term “Warrantholders” shall, in relation to such Warrants, mean the Entitled Depositors whose Securities Accounts are credited with such Warrants.
“Warrant(s)”	:	Up to 14,537,002,596 free detachable warrants in registered form to be issued by the Company together with the Rights Shares pursuant to the Rights cum Warrants Issue and (where the context so admits), such additional warrants as may be required or permitted to be issued by the Company pursuant to the terms and conditions of the warrants as set out in the Deed Poll (any such additional warrants to rank <i>pari passu</i> with the warrants to be issued together with the Rights Shares and for all purposes to form part of the same series of warrants constituted by the Deed Poll), subject to the terms and conditions to be set out in the Deed Poll, each warrant entitling the holder thereof to subscribe for one (1) Warrant Share at the Exercise Price, subject to the terms and conditions as set out in the Deed Poll
“Warrant Share(s)”	:	Up to 14,537,002,596 new ordinary shares of the Company to be issued by the Company, credited as fully paid, upon the exercise of the Warrants, subject to and in accordance with the terms and conditions of the Warrants to be set out in the Deed Poll
“Warrant Agency Agreement”	:	The warrant agency agreement to be executed by the Company, the Warrant Agent and the Warrant Registrar, pursuant to which the Warrant Agent is appointed by the Company to act in connection with the Warrants upon the terms and conditions set out therein, and includes any other agreement (whether made pursuant to the terms of the Warrant Agency Agreement or otherwise) appointing further or other Warrant Agents or amending or modifying the terms of any such appointment
“Whitewash Resolution”	:	The proposed whitewash resolution for the waiver by the Independent Shareholders of their rights to receive a mandatory general offer from the Concert Party Group for all the issued Shares not already owned or controlled by them, as a result of the Concert Party Group’s subscription of the Rights Shares and Warrant Shares arising from the exercise of the Warrants under the Rights cum Warrants Issue and/or the Adjustment Warrant Shares arising from the exercise of the Adjustment Warrants
“Whitewash Waiver”	:	The waiver which the SIC granted on 6 November 2017 of the obligation of the Concert Party Group to make a mandatory offer under Rule 14 of the Code in the event the Concert Party Group increases their aggregate shareholding in the Company to 30% or more based on the Company’s enlarged issued share capital as a result of (i) the subscription for Rights Shares pursuant to the Sub-underwriting Commitment or Rights cum Warrants Issue, (ii) the exercise of Warrants subscribed for pursuant to the Sub-underwriting Commitment or Rights cum Warrants Issue, or (iii) the exercise of Adjustment Warrants

DEFINITIONS

- “**RM**” and “**RM cents**” : Malaysian Ringgit and cents, respectively, being the lawful currency of Malaysia
- “**S\$**” and “**cents**” : Singapore dollars and cents, respectively, being the lawful currency of the Republic of Singapore
- “**%**” or “**per cent.**” : Per centum or percentage

The terms “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the same meanings ascribed to them in Section 81SF of the SFA.

Words importing the singular shall, where applicable, include the plural and *vice versa* and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*. References to persons shall, where applicable, include corporations.

Any reference to the time of day in this Offer Information Statement, the PAL, the ARE or the ARS shall be a reference to Singapore time unless otherwise stated. Any reference to a date and/or time in this Offer Information Statement, the PAL, the ARE or the ARS in relation to the Rights cum Warrants Issue (including but not limited to the Closing Date and the last dates and times for splitting, acceptance and payment, renunciation and payment, and excess application and payment) shall include such other dates(s) and/or time(s) as may be announced from time to time by or on behalf of the Company.

Any reference in this Offer Information Statement, the PAL, the ARE or the ARS to any enactment is reference to that enactment for the time being amended or re-enacted. Any term defined under the Act, the SFA or the Listing Manual or such statutory modification thereof and used in this Offer Information Statement shall, where applicable, have the meaning ascribed to it under the Act, SFA, or the Listing Manual or such statutory modification thereof, as the case may be, unless otherwise provided.

All discrepancies in the figures included herein between the listed amounts and totals thereof are due to rounding. Accordingly, figures shown as totals in this Offer Information Statement may not be an arithmetic aggregation of the figures that precede them.

Any reference to “we”, “us” and “our” in this Offer Information Statement is a reference to the Group or any member of the Group as the context requires.

EXPECTED TIMETABLE OF KEY EVENTS

Shares trade ex-Rights	:	3 January 2018 from 9.00 a.m.
Books Closure Date	:	5 January 2018 at 5.00 p.m.
Despatch of the Offer Information Statement, ARE and PAL (as the case may be) to Entitled Shareholders	:	10 January 2018
Commencement of trading of "nil-paid" rights	:	10 January 2018
Last date and time for splitting and trading of "nil-paid" rights	:	18 January 2018 at 5.00 p.m.
Last date and time for acceptance of and payment for Rights Shares with Warrants	:	24 January 2018 at 5.00 p.m. (9.30 p.m. for Electronic Applications)
Last date and time for acceptance of and payment for Rights Shares with Warrants by renouncees	:	24 January 2018 at 5.00 p.m. (9.30 p.m. for Electronic Applications)
Last date and time for application and payment for excess Rights Shares with Warrants	:	24 January 2018 at 5.00 p.m. (9.30 p.m. for Electronic Applications)
Expected date for issue of Rights Shares with Warrants	:	31 January 2018
Expected date for crediting of Rights Shares and Warrants	:	1 February 2018
Expected date for refund of unsuccessful or invalid applications (if made through CDP)	:	1 February 2018
Expected date for the listing and commencement of trading of Rights Shares	:	1 February 2018 from 9.00 a.m.
Expected date for the listing and commencement of trading of Warrants (subject to there being an adequate spread of holdings of the Warrants to provide for an orderly market in the trading of the Warrants)	:	2 February 2018 from 9.00 a.m.

Pursuant to Rule 820(1) of the Listing Manual, the Rights cum Warrants Issue will not be withdrawn after the Shares have commenced ex-Rights trading. Based on the above timetable, the Shares are expected to commence ex-Rights trading on 3 January 2018 from 9.00 a.m.

The above timetable is indicative only and is subject to change. As at the date of this Offer Information Statement, the Company does not expect the above timetable to be modified. However, the Company may, with the approval of the SGX-ST, modify the above timetable subject to any limitations under any applicable laws. In such an event, the Company will publicly announce the same through a SGXNET announcement at the SGX-ST's website <http://www.sgx.com>.

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

1. Entitled Shareholders

Entitled Shareholders are entitled to participate in the Rights cum Warrants Issue and to receive this Offer Information Statement together with the ARE or PAL, as the case may be, and other accompanying documents at their respective Singapore addresses.

Entitled Depositors who do not receive this Offer Information Statement and the AREs may obtain them from CDP or the Share Registrar during the period up to the Closing Date. Entitled Scripholders who do not receive this Offer Information Statement and the PALs may obtain them from the Share Registrar during the period up to the Closing Date.

Entitled Shareholders will be provisionally allotted the Rights Shares with Warrants on the basis of their shareholdings as at the Books Closure Date. Entitled Shareholders are at liberty to accept (in full or in part), decline, renounce or trade on the SGX-ST during the rights trading period prescribed by the SGX-ST and are eligible to apply for additional Rights Shares with Warrants in excess of their provisional allotments under the Rights cum Warrants Issue. For the avoidance of doubt, only Entitled Shareholders (and not the Purchasers or the renounees) shall be entitled to apply for additional Rights Shares with Warrants in excess of their provisional allotments.

All dealings in, and transactions of, the provisional allotments of Rights Shares with Warrants through the SGX-ST will be effected under the book-entry (scripless) settlement system. Accordingly, the PALs which are issued to Entitled Scripholders will not be valid for delivery pursuant to trades done on the SGX-ST.

Entitled Depositors should note that all correspondences and notices will be sent to their last registered addresses with CDP. Entitled Depositors are reminded that any request to CDP to update their records or effect any change in address must reach CDP not later than three (3) Market Days before the Books Closure Date.

Entitled Scripholders should note that all correspondences and notices will be sent to their last registered addresses with the Company. Entitled Scripholders are reminded that any request to the Company to update their records or effect any change in address must reach Asia-Pacific Strategic Investments Limited, c/o B.A.C.S. Private Limited at 8 Robinson Road, #03-00 ASO Building, Singapore 048544, not later than three (3) Market Days before the Books Closure Date. Entitled Scripholders may open Securities Accounts with CDP if they have not already done so and to deposit their share certificates with CDP prior to the Books Closure Date so that their Securities Accounts may be credited by CDP with their Shares and the Rights. Entitled Scripholders should note that their Securities Accounts will only be credited with the Shares on the twelfth (12th) Market Day from the date of lodgement of the share certificates with CDP or such later date subject to the completion of the lodgement process.

The Rights Shares with Warrants which are not otherwise taken up or allotted for any reason shall be used to satisfy applications for excess Rights Shares with Warrants (if any) as the Directors may, in their absolute discretion, deem fit in the interests of the Company.

In the allotment of excess Rights Shares with Warrants, 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 Rights Shares, Warrants or Warrant Shares that will result in a transfer of controlling interest in the Company unless otherwise approved by Shareholders in a general meeting.

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

The procedures for, and the terms and conditions applicable to, the acceptance, renunciation and/or sale of the provisional allotments of Rights Shares with Warrants and the application for excess Rights Shares with Warrants, including the different modes of acceptances or application and payment, are contained in **Appendices B, C and D** of this Offer Information Statement and in the PAL, the ARE and the ARS.

2. Foreign Shareholders

This Offer Information Statement and its accompanying documents relating to the Rights cum Warrants Issue have not been and will not be lodged, registered or filed in any jurisdiction other than in Singapore. The distribution of the Offer Information Statement and its accompanying documents may be prohibited or restricted (either absolutely or unless relevant securities requirements, whether legal or administrative, are complied with) in certain jurisdictions under the relevant securities laws of those jurisdictions. For practical reasons and in order to avoid any violation of the securities legislation applicable in countries other than Singapore, the Offer Information Statement and its accompanying documents have not been and will not be despatched to Foreign Shareholders.

Accordingly, Foreign Shareholders will not be entitled to participate in the Rights cum Warrants Issue. No provisional allotment of the Rights Shares with Warrants has been made or will be made to Foreign Shareholders and no purported acceptance thereof or application therefor by any Foreign Shareholder will be valid.

The Offer Information Statement and its accompanying documents will also not be despatched to persons purchasing the provisional allotment of the Rights Shares with Warrants through the book-entry (scripless) settlement system if their registered addresses with CDP are outside Singapore (the "**Foreign Purchasers**"). Foreign Purchasers who wish to accept the provisional allotments of the Rights Shares with Warrants credited to their Securities Accounts should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore. Further, any renounee of an Entitled Scripholder, whose address as stated in the PAL is outside Singapore, will not be entitled to accept the provisional allotment of the Rights Shares with Warrants renounced to him. The Company further reserves the right to reject any acceptances of the Rights Shares with Warrants and/or any application for excess Rights Shares with Warrants where it believes, or has reason to believe, that such acceptance or application may violate the applicable legislation of any jurisdiction.

If it is practicable to do so, arrangements may, at the discretion of the Company, be made 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 from all such sales, after deduction of all expenses therefrom, will be pooled and thereafter distributed among 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 by means of a crossed cheque at their own risk by ordinary post, or in such other manner as they may have agreed with CDP for payment of any cash distributions. If the amount of net proceeds distributable to any single Foreign Shareholder is less than S\$10.00, such net proceeds will be retained or dealt with 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 or CDP in connection therewith.

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

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 or CDP in respect of such sales or proceeds thereof, the 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 used 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 or CDP in connection therewith.

Shareholders should note that the special arrangements described above would apply only to Foreign Shareholders.

Notwithstanding the above, Shareholders and any other person having possession of this Offer Information Statement and its accompanying documents are advised to inform themselves of and to observe any legal requirements applicable thereto. No person in any territory outside Singapore receiving this Offer Information Statement and/or its accompanying documents may treat the same as an offer, invitation or solicitation to subscribe for any Rights Shares with Warrants unless such offer, invitation or solicitation could lawfully be made without compliance with any registration or other legal requirements in those territories.

This Offer Information Statement and/or its accompanying documents are not intended for distribution outside of Singapore.

TRADING

1. Listing of and quotation for the Rights Shares, the Warrants and the Warrants Shares

The Company has on 21 December 2017 obtained the listing and quotation notice from the SGX-ST for the listing and quotation of the Rights Shares, the Warrants and the Warrant Shares on Catalyst, subject to certain conditions as set out in the listing and quotation notice. Please note that the listing and quotation notice granted by the SGX-ST for the listing and quotation of the Rights Shares, the Warrants and the Warrant Shares on Catalyst is in no way reflective of and is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Warrant Shares, the Company, its Subsidiaries and their securities.

Upon listing and quotation on the SGX-ST, the Rights Shares, the Warrants and the Warrant Shares, when issued, will be traded under the book-entry (scripless) settlement system. All dealings in, and transactions (including transfers) of the Rights Shares, the Warrants and the Warrant Shares effected through the SGX-ST and/or CDP shall be made in accordance with CDP's "**Terms and Conditions for Operation of Securities Accounts with CDP**", the "**Terms and Conditions for CDP to act as Depository for the Rights Shares**" and the "**Terms and Conditions for CDP to act as Depository for the Warrants**", as the same may be amended from time to time. Copies of the above are available from CDP.

In the event that permission is not granted by the SGX-ST for the listing and quotation of the Warrants due to insufficient spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants, the Company shall nevertheless proceed and complete the Rights cum Warrants Issue. Pursuant to the Listing Manual, SGX-ST normally requires a sufficient spread of holdings to provide an orderly market in the securities and as a guide, the SGX-ST expects at least 100 warrant holders for a class of company warrants. Accordingly, holders of Warrants will not be able to trade their Warrants on the SGX-ST if there is an insufficient spread of holdings for the Warrants.

2. Announcement for Scripless Trading

To facilitate scripless trading, Entitled Scripholders and their renounees who wish to accept and (if applicable) apply for Rights Shares with Warrants should open Securities Accounts with CDP in their own names if they do not already maintain such Securities Accounts in order that the number of Rights Shares and Warrants and if applicable, the excess Rights Shares and Warrants that may be allotted to them may be credited by CDP into their Securities Accounts. Entitled Scripholders and their renounees who wish to accept and/or apply for the excess Rights Shares with Warrants and have their Rights Shares and Warrants credited by CDP into their Securities Accounts must fill in their Securities Account numbers and/or NRIC/passport numbers or registration numbers (for corporations) in the relevant forms comprised in the PAL. Entitled Scripholders and their renounees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers or registration numbers (for corporations) or who have provided incorrect or invalid Securities Account numbers and/or NRIC/passport numbers or registration numbers (for corporations) or whose particulars provided in the forms comprised in the PAL differ from those particulars in the Securities Accounts currently maintained with CDP will be issued physical certificates for the Rights Shares with Warrants allotted to them and if applicable, the excess Rights Shares with Warrants allotted to them. Physical certificates, if issued, will be forwarded to them by ordinary post at their own risk but will not be valid for delivery pursuant to trades done on the SGX-ST although they will continue to be prima facie evidence of legal title.

If an Entitled Scripholder's address stated in the PAL is different from the address registered with CDP, he must inform CDP of his updated address promptly, failing which the notification letter on successful allotment and other correspondence will be sent to his address last registered with CDP.

A holder of physical Share certificate(s) or Warrant certificate(s), or an Entitled Scripholder who has not deposited his Share certificate(s) or Warrant certificate(s) with CDP but wishes to trade on the SGX-ST, must deposit with CDP the respective certificates, together with the duly executed instruments of transfer in favour of CDP, and have his Securities Account credited with the number of Rights Shares and Warrants and/or existing Shares, as the case may be, before he can effect the desired trade.

TRADING

3. Trading of odd lots

Shareholders should note that most counters on the SGX-ST trade in lot sizes of 100 shares and/or warrants. Following the Rights cum Warrants Issue, Shareholders who hold odd lots of the Rights Shares, the Warrants and the Warrant Shares (i.e. less than 100 Shares or Warrants) and who wish to trade in odd lots on the SGX-ST should note that the Unit Share Market of the SGX-ST has been set up to allow trading of odd lots.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in this Offer Information Statement, statements made in press releases and oral statements that may be made by the Company or its officers, Directors or employees acting on its behalf, that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by words that have a bias towards the future or, are forward-looking such as “anticipate”, “believe”, “could”, “estimate”, “expect”, “forecast”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “will” and “would” or similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the Group’s expected financial position, business strategy, plans and future prospects of the Group’s industry are forward looking statements. These forward-looking statements, including statements as to the Group’s revenue and profitability, prospects, future plans and other matters discussed in this Offer Information Statement regarding matters that are not historical facts, are only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Group’s actual, future results, performance or achievements to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements.

Given the risks and uncertainties that may cause the Group’s actual future results, performance or achievements to be materially different from that expected, expressed or implied by the forward-looking statements in this Offer Information Statement, undue reliance must not be placed on these statements.

The Group’s actual results may differ materially from those anticipated in these forward-looking statements. Neither the Company nor any other person represents or warrants that the Group’s actual future results, performance or achievements will be discussed in those statements.

Further, the Company disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances for any reason, even if new information becomes available or other events occur in the future. However, the Company may lodge a supplementary or replacement document with the Authority, in the event, *inter alia*, it becomes aware of a new circumstance that has arisen since the lodgement of this Offer Information Statement with the Authority that is materially adverse from the point of view of an investor. The Company is also subject to the provisions of the SGX-ST’s Listing Manual regarding corporate disclosure.

TAKE-OVER LIMITS AND THE WHITEWASH WAIVER

The Code regulates the acquisition of ordinary shares of public companies including the Company. Unless exempted, any person acquiring an interest, either on his own or together with parties acting in concert with him, in 30% or more of the voting rights in the Company or if such person holds, either on his own or together with parties acting in concert with him, between 30% to 50% (both inclusive) of the voting rights in the Company, and acquires additional Shares representing more than 1% in the Company in any 6-month period, must extend a take-over offer for the remaining Shares in the Company in accordance with the provisions of the Code.

Shareholders who are in doubt as to their obligations, if any, to make a mandatory take-over offer under the Code as a result of any acquisition of Rights Shares with Warrants pursuant to the Rights cum Warrants Issue or the acceptance of the provisional allotment of Rights Shares with Warrants or the application for excess Rights Shares with Warrants, should consult the SIC and/or their professional advisers.

Concert Party Group

As at the Latest Practicable Date:

- (i) Mr. Hano Maeloa holds an aggregate of 277,000,154 Shares and 392,377,519 Existing Warrants. Mr. Hano Maeloa is the nephew of Mr. Oei. He is presumed to be acting in concert with Mr. Oei in relation to the subscription of the Underwritten Rights Shares and the Warrants pursuant to the Sub-underwriting Commitment. Mr. Hano Maeloa is also the Non-Executive Director of the Company; and
- (ii) Ms. Oei Siu Hoa @ Sukmawati Widjaja holds an aggregate of 17,578,800 Shares and 23,621,512 Existing Warrants. Ms. Oei Siu Hoa @ Sukmawati Widjaja is the sister of Mr. Oei and is the mother of Mr. Hano Maeloa. She is also presumed to be acting in concert with Mr. Oei in relation to the subscription of the Underwritten Rights Shares and the Warrants pursuant to the Sub-underwriting Commitment.

Based on the foregoing, Mr. Hano Maeloa and Ms. Oei Siu Hoa @ Sukmawati Widjaja (the “**Concert Parties**”) are deemed to be acting in concert with Mr. Oei (collectively, the “**Concert Party Group**”).

The table sets out the interests of the Concert Party Group in the Company as at the Latest Practicable Date:

	Number of Shares	% of Existing Issued Share Capital ⁽¹⁾	Existing Warrants ⁽²⁾	Number of Shares (assuming all of the Existing Warrants are exercised)	% of Enlarged Share Capital ⁽³⁾ (assuming all of the Existing Warrants are exercised)
Mr. Oei	-	-	-	-	-
<u>Concert Parties</u>					
Mr. Hano Maeloa	277,000,154	7.1	392,377,519	669,377,673	9.2
Ms. Oei Siu Hoa @ Sukmawati Widjaja	17,578,800	0.5	23,621,512	41,200,312	0.6
Concert Party Group	294,578,954	7.6	415,999,031	710,577,985	9.8
Independent Shareholders	3,598,074,920	92.4	2,959,848,393	6,557,923,313	90.2
Total	3,892,653,874	100.0	3,375,847,424	7,268,501,298	100.0

Notes:

- (1) Based on the existing issued and paid-up share capital of the Company of 3,892,653,874 Shares (excluding treasury shares) as at the Latest Practicable Date.
- (2) As at the Latest Practicable Date, the Company has 3,375,847,424 Existing Warrants.

TAKE-OVER LIMITS AND THE WHITEWASH WAIVER

- (3) Based on the enlarged issued and paid-up share capital of the Company of 7,268,501,298 Shares (excluding treasury shares) assuming that 3,375,847,424 Existing Warrants are exercised.

Minimum Subscription Scenario

Based on the Existing Share Capital and assuming that:

- (i) none of the Existing Warrants are exercised on or prior to the Books Closure Date; and
- (ii) all of the Entitled Shareholders subscribe and pay for their *pro rata* entitlements of Rights Shares with Warrants,

(collectively, referred to as the “**Minimum Subscription Scenario**”), the Company will issue 7,785,307,748 Rights Shares and 7,785,307,748 Warrants under the Rights cum Warrants Issue. Accordingly:

- (a) Mr. Oei will not hold any Shares and/or Warrants upon completion of the Rights cum Warrants Issue;
- (b) the Concert Party Group will hold 883,736,882 Shares, representing approximately 7.6% of the enlarged issued share capital of the Company of 11,677,961,622 Shares immediately upon the issue of the Rights Shares; and
- (c) upon completion of the Rights cum Warrants Issue:
 - (A) assuming that the Concert Parties exercise all of their 589,157,908 Warrants, the Concert Party Group will hold 1,472,894,770 Shares, representing approximately 12.0% of the enlarged issued share capital of 12,267,119,530 Shares upon the issue of the Warrant Shares; and
 - (B) assuming that only the Concert Parties (and not other Shareholders) exercise all of their 589,157,908 Warrants, 415,999,031 Existing Warrants and 138,652,475 Adjustment Warrants, the Concert Party Group will hold 2,027,546,276 Shares, representing approximately 15.8% of the enlarged issued share capital of 12,821,771,036 Shares upon the issue of the Warrant Shares, the Shares issued upon the exercise of the Existing Warrants and the Adjustment Warrant Shares.

Minimum Subscription Scenario (only Mr. Oei)

Based on the Existing Share Capital and assuming that:

- (i) none of the Existing Warrants are exercised on or prior to the Books Closure Date;
- (ii) none of the Entitled Shareholders subscribes for the Rights Shares with Warrants; and
- (iii) Mr. Oei subscribes for the Underwritten Rights Shares with Warrants in full,

(collectively, referred to as the “**Minimum Subscription Scenario (only Mr. Oei)**”), the Company will issue 7,785,299,728 Rights Shares and 7,785,299,728 Warrants under the Rights cum Warrants Issue. Accordingly:

- (a) Mr. Oei will hold 7,785,299,728 Shares, representing approximately 66.7% of the enlarged issued share capital of the Company of 11,677,953,602 Shares immediately upon the issue of the Rights Shares;
- (b) the Concert Party Group will hold 8,079,878,682 Shares, representing approximately 69.2% of the enlarged issued share capital of the Company of 11,677,953,602 Shares immediately upon the issue of the Rights Shares; and

TAKE-OVER LIMITS AND THE WHITEWASH WAIVER

- (c) upon completion of the Rights cum Warrants Issue:
- (A) assuming that Mr. Oei exercises all of his 7,785,299,728 Warrants, Mr. Oei will hold 15,570,599,456 Shares and the Concert Party Group will hold 15,865,178,410 Shares, representing approximately 80.0% and 81.5% of the enlarged issued share capital of 19,463,253,330 Shares respectively upon the issue of the Warrant Shares; and
 - (B) assuming that Mr. Oei exercises all of his 7,785,299,728 Warrants and only the Concert Parties (and not other Shareholders) exercise all of their 415,999,031 Existing Warrants and 138,652,475 Adjustment Warrants, the Concert Party Group will hold 16,419,829,916 Shares, representing approximately 82.0% of the enlarged issued share capital of 20,017,904,836 Shares upon the issue of the Warrant Shares, the Shares issued upon the exercise of the Existing Warrants and the Adjustment Warrant Shares.

Maximum Subscription Scenario

Based on the Existing Share Capital and assuming that:

- (i) all of the Existing Warrants are exercised and new Shares are issued pursuant thereto on or prior to the Books Closure Date; and
- (ii) all of the Entitled Shareholders subscribe and pay for their *pro rata* entitlements of Rights Shares with Warrants,

(collectively, referred to as the “**Maximum Subscription Scenario**”), the Company will issue 14,537,002,596 Rights Shares and 14,537,002,596 Warrants under the Rights cum Warrants Issue. Accordingly:

- (a) Mr. Oei will not hold any Shares and/or Warrants upon completion of the Rights cum Warrants Issue;
- (b) the Concert Party Group will hold 2,131,733,955 Shares, representing approximately 9.8% of the enlarged issued share capital of the Company of 21,805,503,894 Shares immediately upon the issue of the Rights Shares; and
- (c) upon completion of the Rights cum Warrants Issue and assuming that only the Concert Parties (and not other Shareholders) exercise all of their 1,421,155,970 Warrants, the Concert Party Group will hold 3,552,889,925 Shares, representing approximately 15.3% of the enlarged issued share capital of 23,226,659,864 Shares upon the issue of the Warrant Shares.

Maximum Subscription Scenario (only Mr. Oei)

Based on the Existing Share Capital and assuming that:

- (i) all of the Existing Warrants are exercised and new Shares are issued pursuant thereto on or prior to the Books Closure Date;
- (ii) none of the Entitled Shareholders subscribes for the Rights Shares with Warrants; and
- (iii) Mr. Oei subscribes for the Underwritten Rights Shares with Warrants in full,

(collectively, referred to as the “**Maximum Subscription Scenario (only Mr. Oei)**”), the Company will issue 7,785,299,728 Rights Shares and 7,785,299,728 Warrants under the Rights cum Warrants Issue. Accordingly:

- (a) Mr. Oei will hold 7,785,299,728 Shares, representing approximately 51.7% of the enlarged issued share capital of the Company of 15,053,801,026 Shares immediately upon the issue of the Rights Shares;

TAKE-OVER LIMITS AND THE WHITEWASH WAIVER

- (b) the Concert Party Group will hold 8,495,877,713 Shares, representing approximately 56.4% of the enlarged issued share capital of the Company of 15,053,801,026 Shares immediately upon the issue of the Rights Shares;
- (c) upon completion of the Rights cum Warrants Issue and assuming that Mr. Oei exercises all of his 7,785,299,728 Warrants, Mr. Oei will hold 15,570,599,456 Shares and the Concert Party Group will hold 16,281,177,441 Shares, representing approximately 68.2% and 71.3% of the enlarged issued share capital of 22,839,100,754 Shares respectively upon the issue of the Warrant Shares.

Maximum Subscription Scenario (Concert Party Group)

Based on the Existing Share Capital and assuming that:

- (i) all of the Existing Warrants are exercised and new Shares are issued pursuant thereto on or prior to the Books Closure Date;
- (ii) none of the Entitled Shareholders other than the Concert Parties subscribes for the Rights Shares with Warrants;
- (iii) the Concert Parties subscribe for their *pro rata* entitlement of Rights Shares with Warrants; and
- (iv) Mr. Oei subscribes for the Underwritten Rights Shares and Warrants in full,

(collectively, referred to as the “**Maximum Subscription Scenario (Concert Party Group)**”), the Company will issue 9,206,455,698 Rights Shares and 9,206,455,698 Warrants under the Rights cum Warrants Issue. Accordingly:

- (a) Mr. Oei will hold 7,785,299,728 Shares, representing approximately 47.3% of the enlarged issued share capital of the Company of 16,474,956,996 Shares immediately upon the issue of the Rights Shares;
- (b) the Concert Party Group will hold 9,917,033,683 Shares, representing approximately 60.2% of the enlarged issued share capital of the Company of 16,474,956,996 Shares immediately upon the issue of the Rights Shares;
- (c) upon completion of the Rights cum Warrants Issue:
 - (A) assuming that Mr. Oei exercises all of his 7,785,299,728 Warrants, Mr. Oei will hold 15,570,599,456 Shares and the Concert Party Group will hold 17,702,333,411 Shares, representing approximately 64.2% and 73.0% of the enlarged issued share capital of 24,260,256,724 Shares respectively upon such issue of new Shares; and
 - (B) assuming that Mr. Oei exercises all of his 7,785,299,728 Warrants and the Concert Parties exercise all of their 1,421,155,970 Warrants, the Concert Party Group will hold 19,123,489,381 Shares, representing approximately 74.4% of the enlarged issued share capital of 25,681,412,694 Shares upon the issue of the Warrant Shares.

Whitewash Waiver

Based on the foregoing, in each of the Minimum Subscription Scenario (only Mr. Oei), the Maximum Subscription Scenario (only Mr. Oei) and the Maximum Subscription Scenario (Concert Party Group), Mr. Oei and the Concert Party Group may potentially acquire 30.0% or more of the voting rights of the Company arising from the Rights cum Warrants Issue. In such an event, the Concert Party Group would incur an obligation to make a Mandatory Offer for the Company under Rule 14 of the Code unless the said obligation is waived by the SIC.

An application was made by the Company to the SIC for a waiver of the obligation of the Concert Party Group and parties acting in concert with them to make a Mandatory Offer for the Company in the event that the aggregate voting rights of the Concert Party Group in the Company reaches or exceeds 30.0% as a result of the Rights cum Warrants Issue.

TAKE-OVER LIMITS AND THE WHITEWASH WAIVER

The SIC had on 6 November 2017 waived the obligation under Rule 14 of the Code for the Concert Party Group to make a Mandatory Offer for the Company in the event the Concert Party Group increases their aggregate shareholding in the Company to 30% or more based on the Company's enlarged issued share capital as a result of:

- (a) the subscription for Rights Shares pursuant to the Sub-underwriting Commitment or Rights cum Warrants Issue,
 - (b) the exercise of Warrants subscribed for pursuant to the Sub-underwriting Commitment or Rights cum Warrants Issue, or
 - (c) the exercise of Adjustment Warrants,
- (the "**Whitewash Waiver**").

Conditions of Whitewash Waiver

On 6 November 2017, the SIC granted the Whitewash Waiver, subject to, *inter alia*, the following conditions being met:

- (a) a majority of holders of voting rights of the Company approve at a general meeting, before the issue of the Rights Shares and Warrants and the Adjustment Warrants, the Whitewash Resolution by way of poll to waive their rights to receive a general offer from the Concert Party Group;
- (b) the Whitewash Resolution is separate from other resolutions;
- (c) the Concert Party Group, parties acting in concert with them and the parties not independent of them, abstain from voting on the Whitewash Resolution;
- (d) Each party of the Concert Party Group did not acquire or is not to acquire any Shares or instruments convertible into and options in respect of the Shares (other than subscriptions for, rights to subscribe for, instruments convertible into or options in respect of new Shares which have been disclosed in the Circular):
 - (i) during the period between the date of the Announcement and the date Shareholders' approval is obtained for the Whitewash Resolution; and
 - (ii) in the six (6) months prior to the date of the Announcement, but subsequent to negotiations, discussions or the reaching of understandings or agreements with the Directors in relation to the Rights cum Warrants Issue and Adjustment Warrants;
- (e) the Company appoints an independent financial adviser to advise its Independent Shareholders on the Whitewash Resolution;
- (f) the Company sets out clearly in the Circular:
 - (i) details of the Rights cum Warrants Issue and Adjustment Warrants;
 - (ii) the possible dilution effect to existing holders of voting rights of the Company due to the Concert Party Group (A) subscribing for the Rights Shares pursuant to the Sub-underwriting Commitment or Rights cum Warrants Issue, (B) exercising the Warrants subscribed under the Sub-underwriting Commitment or Rights cum Warrants Issue, or (C) exercising the Adjustment Warrants;
 - (iii) the number and percentage of voting rights in the Company as well as the number of instruments convertible into, rights to subscribe for and options in respect of Shares held by the Concert Party Group and their concert parties as at the Latest Practicable Date of the Circular;

TAKE-OVER LIMITS AND THE WHITEWASH WAIVER

- (iv) the number and percentage of voting rights to be issued to the Concert Party Group as a result of their (A) subscribing for the Rights Shares pursuant to the Sub-underwriting Commitment or Rights cum Warrants Issue, (B) exercising the Warrants subscribed for pursuant to the Sub-underwriting Commitment or Rights cum Warrants Issue, or (C) exercise of the Adjustment Warrants;
- (v) specific and prominent reference to the fact that the Concert Party Group (A) subscribing for the Rights Shares pursuant to the Sub-underwriting Commitment or Rights cum Warrants Issue, (B) exercising the Warrants subscribed for pursuant to the Sub-underwriting Commitment or Rights cum Warrants Issue, or (C) exercising the Adjustment Warrants might result in the Concert Party Group and their concert parties holding Shares carrying over 49.0% of the voting rights of the Company, and the fact that the Concert Party Group and their concert parties would thereafter be free to acquire further Shares without incurring any obligation under Rule 14 of the Code to make a general offer;
- (vi) that Shareholders, by voting for the Whitewash Resolution, are waiving their rights to a general offer from the Concert Party Group at the highest price paid by the Concert Party Group and their concert parties for the Shares in the past six (6) months preceding the commencement of the offer; and
- (vii) that Shareholders, by voting for the Whitewash Resolution, could be foregoing the opportunity to receive a general offer from another person who may be discouraged from making a general offer in view of the potential dilution effect of (A) the Warrants subscribed for by the Concert Party Group pursuant to the Sub-underwriting Commitment or Rights cum Warrants Issue and (B) the Adjustment Warrants to be issued to Mr. Hano Maeloa and Ms. Oei Siu Hoa @ Sukmawati Widjaja;
- (g) the Circular states that the Whitewash Waiver granted by the SIC is subject to the conditions stated at (a) to (f) above;
- (h) the Concert Party Group obtains the SIC's approval in advance for those parts of the Circular that refer to the Whitewash Resolution;
- (i) to rely on the Whitewash Resolution, the acquisition of Rights Shares and Warrants under the Rights cum Warrants Issue by the Concert Party Group must be completed within three (3) months of the approval of the Whitewash Resolution, and (A) the acquisition of the Warrant Shares by the Concert Party Group upon the exercise of the Warrants and (B) the acquisition of new Shares upon the exercise of the Adjustment Warrants by Mr. Hano Maeloa and Ms. Oei Siu Hoa @ Sukmawati Widjaja must be completed with five (5) years of the date of issue of the Warrants; and
- (j) the Concert Party Group complying or procuring the relevant person(s) to comply with the disclosure requirements set out in Note 2 on Section 2 of Appendix 1 of the Code,

(collectively, the "**SIC Conditions**").

As at the Latest Practicable Date, save for the condition set out in sub-paragraph (i) above, all the other SIC Conditions have been satisfied.

Depending on the level of subscription for the Rights Shares with Warrants, save for the Concert Party Group, the Company will, if necessary, scale down the subscription for the Rights Shares with Warrants by any of the Substantial Shareholders (if such Substantial Shareholder chooses to subscribe for its *pro rata* Rights Shares with Warrants entitlement) to avoid placing the relevant Substantial Shareholder in the position of incurring a mandatory general offer obligation under the Code as a result of other Shareholders not taking up their Rights Shares with Warrants entitlement fully.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART II – IDENTITY OF DIRECTORS, ADVISERS AND AGENTS

Directors

1. Provide the names and addresses of each of the directors or equivalent persons of the relevant entity.

Directors	Address
Dato' Dr. Choo Yeow Ming (Chairman and Chief Executive Officer)	: 7 Peirce Hill Singapore 248564
Lee Keng Mun (Executive Director)	: 63 Compassvale Bow #11-27 Singapore 544990
Hano Maeloa (Non-Executive Director)	: 1 Scotts Road #20-07 Shaw Centre Singapore 228208
Dr Lam Lee G. (Lead Independent Director)	: 44 Recreation Road Singapore 546533
Chew Soo Lin (Independent Director)	: 338 Jalan Boon Lay Singapore 619526
Yap Slean Sin (Independent Director)	: 61 Jalan Sindor Seletar Hills Estate Singapore 808416

Advisers

2. Provide the names and addresses of:
- (a) the issue manager to the offer, if any;
 - (b) the underwriter to the offer, if any; and
 - (c) the legal adviser for or in relation to the offer, if any.

Manager to the Rights cum Warrants Issue	: Not applicable
Underwriter to the Rights cum Warrants Issue	: UOB Kay Hian Private Limited 8 Anthony Road #01-01 Singapore 229957
Legal Adviser to the Company in relation to the Rights cum Warrants Issue	: Morgan Lewis Stamford LLC 10 Collyer Quay #27-00 Ocean Financial Centre Singapore 049315

**SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF
INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005**

Registrars and Agents

- 3. Provide the names and addresses of the relevant entity's registrars, transfer agents and receiving bankers for the securities being offered, where applicable.**
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Share Registrar, Share Transfer Office and Warrant Agent : B.A.C.S. Private Limited
8 Robinson Road
#03-00 ASO Building
Singapore 048544

Receiving Banker : Oversea-Chinese Banking Corporation Limited
65 Chulia Street
OCBC Centre
Singapore 049513

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART III – OFFER STATISTICS AND TIMETABLE

Offer Statistics

1. For each method of offer, state the number of securities being offered.

Method of Offer	:	Renounceable partially-underwritten rights issue of Rights Shares with free detachable Warrants
Basis of Allotment	:	Two (2) Rights Shares for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, and one (1) Warrant given with every one (1) Rights Share subscribed, fractional entitlements to be disregarded
Number of Rights Shares	:	Up to 14,537,002,596 Rights Shares
Number of Warrants		Up to 14,537,002,596 Warrants

Method and Timetable

2. Provide the information referred to in paragraphs 3 to 7 of this Part to the extent applicable to –

- (a) the offer procedure; and**
- (b) where there is more than one group of targeted potential investors and the offer procedure is different for each group, the offer procedure for each group of targeted potential investors.**

Noted. Please refer to paragraphs 3 to 7 below.

3. State the time at, date on, and period during which the offer will be kept open, and the name and address of the person to whom the purchase or subscription applications are to be submitted. If the exact time, date or period is not known on the date of lodgement of the offer information statement, describe the arrangements for announcing the definitive time, date or period. State the circumstances under which the offer period may be extended or shortened, and the duration by which the period may be extended or shortened. Describe the manner in which any extension or early closure of the offer period shall be made public.

Please refer to the section entitled “**Expected Timetable of Key Events**” of this Offer Information Statement.

The procedures for, and the terms and conditions applicable to, the acceptance, renunciation and/or sale of the provisional allotments of Rights Shares with Warrants and the application for excess Rights Shares with Warrants, including the different modes of acceptances or application and payment, are contained in **Appendices B, C and D** of this Offer Information Statement and in the PAL, the ARE and the ARS.

As at the Latest Practicable Date, the Company does not expect the timetable under the section entitled “**Expected Timetable of Key Events**” of this Offer Information Statement to be modified. However, the Company may upon consultation with its advisers and with the approval of the Sponsor, the SGX-ST and/or CDP, modify the timetable subject to any limitation under any applicable laws. In such event, the Company will publicly announce any modification through an SGXNET announcement to be posted on the SGX-ST’s website at <http://www.sgx.com>.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

4. **State the method and time limit for paying up for the securities and, where payment is to be partial, the manner in which, and dates on which, amounts due are to be paid.**

The Rights Shares with Warrants are payable in full upon acceptance and/or application. Details of the methods of payment for the Rights Shares are contained in **Appendices B, C and D** to this Offer Information Statement and in the PAL, the ARE and the ARS.

Please refer to the section entitled “**Expected Timetable of Key Events**” of this Offer Information Statement for the last date and time for payment for the Rights Shares with Warrants and, if applicable, excess Rights Shares with Warrants.

5. **State, where applicable, the methods of and time limits for –**
- (a) **the delivery of the documents evidencing title to the securities being offered (including temporary documents of title, if applicable) to subscribers or purchasers; and**
 - (b) **the book-entry transfers of securities being offered in favour of subscribers or purchasers.**

The Rights Shares with Warrants will be provisionally allotted to the Entitled Shareholders on or about 10 January 2018 by crediting the provisional allotments into the Securities Accounts of the respective Entitled Depositors or through the despatch of the relevant PALs to the Entitled Scripholders, based on their respective shareholdings in the Company as at the Books Closure Date.

In the case of Entitled Scripholders and their renounees with valid acceptances and successful applications of excess Rights Shares with Warrants and who have, *inter alia*, failed to furnish or furnished incorrect or invalid Securities Account numbers in the relevant form comprised in the PAL, share certificate(s) and warrant certificate(s) representing such number of Rights Shares and Warrants will be sent to such Entitled Shareholders by ordinary post, at their own risk, to their mailing addresses in Singapore as maintained with the Share Registrar within ten (10) Market Days after the Closing Date.

In the case of Entitled Depositors and Entitled Scripholders and their renounees (who have furnished valid Securities Account numbers in the relevant form(s) comprised in the PAL) with valid acceptances and successful applications for excess Rights Shares with Warrants, share certificate(s) and warrant certificate(s) representing such number of Rights Shares and Warrants will be sent to CDP within ten (10) Market Days after the Closing Date and CDP will thereafter credit such number of Rights Shares and Warrants to their relevant Securities Accounts. CDP will then send to the relevant subscribers, at their own risk, within fourteen (14) days, a notification letter stating the number of Rights Shares and Warrants credited to their Securities Accounts.

Please refer to **Appendices B, C and D** to this Offer Information Statement and the PAL, the ARE and the ARS for further details.

6. **In the case of any pre-emptive rights to subscribe for or purchase the securities being offered, state the procedure for the exercise of any right of pre-emption, the negotiability of such rights and the treatment of such rights which are not exercised.**

Not applicable. None of the Shareholders have been granted pre-emptive rights to subscribe for the Rights Shares.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

7. Provide a full description of the manner in which results of the allotment or allocation of the securities are to be made public and, where appropriate, the manner for refunding excess amounts paid by applicants (including whether interest will be paid).
-

Results of the Rights cum Warrants Issue

The Company will publicly announce the results of the allotment or the allocation of the Rights Shares with Warrants, as soon as it is practicable after the Closing Date through a SGXNET announcement to be posted on the internet at the SGX-ST website <http://www.sgx.com>.

Manner of Refund

In the case of acceptance for Rights Shares and/or application for Excess Rights Shares which are invalid, or if an Entitled Shareholder applies for Excess Rights Shares but no Excess Rights Shares are allotted to that Entitled Shareholder, or if the number of Excess Rights Shares allotted to that Entitled Shareholder is less than the number applied for, the amount paid on application, or the surplus application monies, as the case may be, will be refunded to the relevant Entitled Shareholder, Purchaser or their renounee by the Company (in the case of Entitled Scripholders) or CDP (in the case of Entitled Depositors and Purchasers) on behalf of the Company without interest or any share of revenue or other benefit arising therefrom within fourteen (14) days after the Closing Date by any one or a combination of the following:

- (a) where the acceptance and/or application had been made through Electronic Applications through an ATM, by crediting the relevant Shareholder's bank account with the relevant Participating Bank at the Shareholder's own risk, the receipt by such bank being a good discharge to the Company and CDP of their obligations, if any, thereunder;
- (b) where the acceptance and/or application had been made through the Share Registrar, by means of a crossed cheque drawn in Singapore currency on a bank in Singapore and sent by ordinary post at the Shareholder's risk to the Shareholder's mailing address as recorded with the Share Registrar; or
- (c) where the acceptance and/or application had been made through CDP, by means of a crossed cheque drawn on a bank in Singapore and sent by ordinary post at the relevant Shareholder's own risk to the Shareholder's mailing address as maintained with CDP or in such other manner as the relevant Shareholder may have agreed with CDP for the payment of any cash distributions, as the case may be.

The details of refunding excess amounts paid by applicants are contained in **Appendices B, C and D** of this Offer Information Statement and in the PAL, the ARE and the ARS.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART IV – KEY INFORMATION

Use of Proceeds from Offer and Expenses Incurred

1. In the same section, provide the information set out in paragraphs 2 to 7 of this Part.

Noted. Please refer to paragraphs 2 to 7 of this Part IV.

2. Disclose the estimated amount of the proceeds from the offer (net of the estimated amount of expenses incurred in connection with the offer) (referred to in this paragraph and paragraph 3 of this Part as the net proceeds). Where only a part of the net proceeds will go to the relevant entity, indicate the amount of the net proceeds that will be raised by the relevant entity. If none of the proceeds will go to the relevant entity, provide a statement of that fact.

Please refer to paragraph 3 of this Part IV.

3. Disclose how the net proceeds raised by the relevant entity from the offer will be allocated to each principal intended use. If the anticipated proceeds will not be sufficient to fund all of the intended uses, disclose the order of priority of such uses, as well as the amount and sources of other funds needed. Disclose also how the proceeds will be used pending their eventual utilisation for the proposed uses.

Where specific uses are not known for any portion of the proceeds, disclose the general uses for which the proceeds are proposed to be applied. Where the offer is not fully underwritten on a firm commitment basis, state the minimum amount which, in the reasonable opinion of the directors or equivalent persons of the relevant entity, must be raised by the offer of securities.

The Company is undertaking the Rights cum Warrants Issue to strengthen the financial position and capital base 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. The net proceeds arising from the allotment and issuance of the Rights Shares (without taking into account the proceeds from the exercise of the Warrants) will be used to fund the Company's proposed expansion in the New Business, as well as for general working capital purposes.

Assuming none of the Warrants that are issued pursuant to the Rights cum Warrants Issue are exercised, the amount of gross proceeds and net proceeds arising from the Rights cum Warrants Issue under each of the subscription scenarios are as follows:

Subscription Scenario	Gross Proceeds	Estimated Expenses	Net Proceeds
Minimum Subscription Scenario	S\$23.36 million	S\$0.95 million	S\$22.41 million
Minimum Subscription Scenario (only Mr. Oei)	S\$23.36 million	S\$0.95 million	S\$22.41 million
Maximum Subscription Scenario	S\$43.61 million ⁽¹⁾	S\$0.95 million	S\$42.66 million
Maximum Subscription Scenario (only Mr. Oei)	S\$23.36 million ⁽¹⁾	S\$0.95 million	S\$22.41 million
Maximum Subscription Scenario (Concert Party Group)	S\$27.62 million ⁽¹⁾	S\$0.95 million	S\$26.67 million

Note:

- (1) The proceeds raised under each of the Maximum Subscription Scenario, Maximum Subscription Scenario (only Mr. Oei) and Maximum Subscription Scenario (Concert Party Group) do not take into account the proceeds arising from the exercise of the Existing Warrants.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

The Company intends to use the net proceeds arising from the allotment and issuance of the Rights Shares (without taking into account the proceeds from the exercise of the Warrants and in the following order of priority) as set out below:

Use of Net Proceeds	Percentage of Net Proceeds (%)
To fund the proposed expansion in the Company's New Business	70 – 90
Working capital purposes	10 – 30
Total	100

The additional proceeds arising from the exercise of all of the Warrants in the Maximum Subscription Scenario is approximately S\$43.61 million. As and when the Warrants are exercised, the proceeds arising therefrom may, at the discretion of the Directors, be applied towards expanding the business of the Group, financing new business ventures through acquisitions and/or strategic investments and working capital.

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 interests of the Company.

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 and when such proceeds have been used for working capital, a breakdown with specific details on how the proceeds have been applied and where there is material deviation in the use of such proceeds, the reasons for such deviations, in the interim and full year financial statements issued pursuant to Rule 705 of the Listing Manual and in the annual report(s) of the Company, until such time that the proceeds have been fully utilised.

4. For each dollar of the proceeds from the offer that will be raised by the relevant entity, state the estimated amount that will be allocated to each principal intended use and the estimated amount that will be used to pay for expenses incurred in connection with the offer.

Based on the intended use of the proceeds as described in paragraph 3 above, for each dollar of the gross proceeds from the Rights cum Warrants Issue (before exercise of the Warrants), the estimated amount that will be allocated for the intended uses and to pay for costs and expenses incurred in relation to the Rights cum Warrants Issue are as follows:

For each dollar of gross proceeds raised	Minimum Subscription Scenario	Minimum Subscription Scenario (only Mr. Oei)	Maximum Subscription Scenario	Maximum Subscription Scenario (only Mr. Oei)	Maximum Subscription Scenario (Concert Party Group)
To fund the proposed expansion in the Company's New Business	S\$0.67	S\$0.67	S\$0.69	S\$0.67	S\$0.68
Working capital purposes	S\$0.29	S\$0.29	S\$0.29	S\$0.29	S\$0.29
Costs and expenses incurred in relation to the Rights cum Warrants Issue	S\$0.04	S\$0.04	S\$0.02	S\$0.04	S\$0.03

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

For each dollar of the additional proceeds arising from the exercise of the Warrants, the entire dollar may, at the discretion of the Directors, be applied towards expanding the business of the Group, financing new business ventures through acquisitions and/or strategic investments and working capital.

-
5. **If any of the proceeds to be raised by the relevant entity will be used, directly or indirectly, to acquire or refinance the acquisition of an asset other than in the ordinary course of business, briefly describe the asset and state its purchase price. If the asset has been or will be acquired from an interested person of the relevant entity, identify the interested person and state how the cost to the relevant entity is or will be determined.**
-

As stated in paragraphs 3 and 4 above, it is intended that the net proceeds raised from the Rights cum Warrants Issue will be used to fund the Company's proposed expansion in the New Business. Please refer to the circular to the Shareholders of the Company dated 27 September 2017 for more information on the New Business.

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6. **If any of the proceeds to be raised by the relevant entity will be used to finance or refinance the acquisition of another business, briefly describe the business and give information on the status of the acquisition.**
-

Please refer to paragraph 5 of this Part IV.

-
7. **If any material part of the proceeds to be raised by the relevant entity will be used to discharge, reduce or retire the indebtedness of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, of the group, describe the maturity of such indebtedness and, for indebtedness incurred within the past year, the uses to which the proceeds giving rise to such indebtedness were put.**
-

Not applicable. As at the Latest Practicable Date, the Directors do not envisage that any material part of the net proceeds will be used to discharge, reduce or retire the indebtedness of the Group.

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8. **In the section containing the information referred to in paragraphs 2 to 7 of this Part or in an adjoining section, disclose the amount of discount or commission agreed upon between the underwriters or other placement or selling agents in relation to the offer and the person making the offer. If it is not possible to state the amount of discount or commission, the method by which it is to be determined must be explained.**
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The Underwritten Rights Shares, constituting approximately 53.6% of the maximum number of Rights Shares, are underwritten by the Underwriter at the Issue Price on the terms and subject to the conditions of the Underwriting Agreement.

In consideration of the Underwriter's agreement to underwrite the Underwritten Rights Shares, the Company will pay the Underwriter an underwriting commission of approximately S\$583,897, representing 2.5% of the Issue Price multiplied by the Underwritten Rights Shares (the "**Underwriting Commission**").

The Underwriter has also entered into a Sub-underwriting Agreement with Mr. Oei, pursuant to which Mr. Oei has undertaken to subscribe for the Underwritten Rights Shares to the extent that such Underwritten Rights Shares are not successfully subscribed for under the Rights cum Warrants Issue (the "**Sub-underwriting Commitment**").

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

In consideration of the Mr. Oei's Sub-underwriting Commitment, the Underwriter will pay to Mr. Oei a sub-underwriting commission of approximately S\$233,559, representing 1.0% of the Issue Price multiplied by the Underwritten Rights Shares (the "**Sub-underwriting Commission**"). For the avoidance of doubt, the Sub-underwriting Commission will be paid by the Underwriter to Mr. Oei out of its Underwriting Commission and will not result in any additional cost to the Company.

Information on the Relevant Entity

9. Provide the following information:

(a) the address and telephone and facsimile numbers of the relevant entity's registered office and principal place of business (if different from those of its registered office)

Registered address	:	8 Robinson Road #03-00 ASO Building Singapore 049544 Tel: 6538 4767 Fax: 6438 7926
Principal Place of Business	:	1 Scotts Road #20-07 Shaw Centre Singapore 228208 Tel: 6735 4118 Fax: 6735 6443

(b) the nature of the operations and principal activities of the relevant entity or, if it is the holding company or holding entity of a group, of the group

The Company was incorporated in Singapore on 6 July 2006 under the Companies Act as a public company limited by shares under the name of Asia-Pacific Strategic Investments Limited (Company Registration Number 200609901H).

The Group was previously engaged in the business of operating memorial parks and columbarium in Asia, and providing professional and integrated services. On 15 October 2015, the Shareholders approved the change of the Company's core business to that of the real estate agency and real estate-related services and support. Prior to the diversification, the Group was principally engaged in the provision of the following services:

- (a) provision of franchise service;
- (b) buying and selling of real estate property;
- (c) rental of real estate property;
- (d) property management;
- (e) property maintenance
- (f) mortgage brokerage and financial planning;
- (g) architecture design;
- (h) project financial feasibility assessment;
- (i) engineering expertise and construction management;

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (j) real estate valuation and appraisal services;
- (k) marketing and promotion management for real estate developers;
- (l) property auction and tendering; and
- (m) operating real estate internet platforms.

On 12 October 2017, the Shareholders approved the diversification into the new business of:

- (i) property development activities including acquisition, development, and/or sale of residential, hospitality, commercial (retail and office), industrial and any other types of properties (including mixed development properties) ("**Property Related Assets**"); and
- (ii) holding of Property Related Assets as investment for the collection of rent, capital growth potential and/or provision of property related services and facilities,

in the Asia-Pacific and North America region.

(together, the "**New Business**").

As at the Latest Practicable Date, the subsidiaries of the Company and their principal activities are as follows:-

Name of Subsidiary	Country of business/ incorporation	Principal Activities	Effective Interest held by the Group
Held by the Company:			
Asia-Pacific Real Estate Agency Pte. Ltd.	Singapore	Investment holding	100%
亞太置地(北京)信息咨询有限公司	PRC	Real estate related advisory services	100%
Huzhou Agriculture Co. (湖州荻溪耕读生态农业发展有限公司)	PRC	Real estate developer	72%
Huzhou Culture Co. (湖州荻溪渔隐文化产业有限公司)	PRC	Real estate developer	72%
Held by Asia-Pacific Real Estate Agency Pte. Ltd.:			
APS Technology Pte. Ltd.	Singapore	Dormant	100%
Global Alliance Property Pte. Ltd.	Singapore	Real estate agency	100%
Global Overseas Chinese Real Estate. Net Pte. Ltd.	Singapore	Dormant	100%
Held by Global Alliance Property Pte. Ltd.:			
Century 21 (AsPac) Realty Pte. Ltd.	Singapore	Real estate agency	100%

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (c) the general development of the business from the beginning of the period comprising the 3 most recent completed financial years to the latest practicable date, indicating any material change in the affairs of the relevant entity or the group, as the case may be, since –
- (i) the end of the most recent completed financial year for which financial statements of the relevant entity have been published; or
 - (ii) the end of any subsequent period covered by interim financial statements, if interim financial statements have been published
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The general development of the business of the Group in the three (3) most recent completed financial years up to the Latest Practicable Date is set out below. Shareholders are advised to refer to the related announcements released by the Company via SGXNET for further details.

FY2015

(a) Disposal of HMS Capital Sdn Bhd

On 4 July 2014, the Company announced that it had on 4 July 2014 entered into a conditional sale and purchase agreement (“**HMSC Sale and Purchase Agreement**”) with Mr. Heng Aik Koon for the sale of the entire issued and paid-up share capital of HMS Capital Sdn Bhd, a wholly-owned subsidiary of the Company for a consideration of RM10,700,000 (the “**HMSC Disposal**”).

The HMSC Disposal constitutes a major transaction, an interested person transaction and a disposal of the Group’s core business. Shareholders’ approval for the HMSC Disposal was obtained on 15 October 2015.

On 5 February 2016, the Company announced that the HMSC Disposal was completed on 4 February 2016, and HMS Capital Sdn Bhd and its subsidiaries were no longer subsidiaries of the Company. The parties agreed that the consideration of RM10,700,000 was to be paid by the purchaser in ten equal monthly instalments.

(b) Proposed Acquisition of Coeur Gold Armenia Limited

The Company had, on 25 February 2014, entered into a conditional sale and purchase agreement with GR Business Holdings Limited (the “**Vendor**”) whereby the Company will acquire the entire issued and paid-up share capital of Coeur Gold Armenia Limited from the Vendor (the “**Coeur Gold Armenia Acquisition**”). The Coeur Gold Armenia Acquisition, if undertaken and completed, is expected to result in a “very substantial acquisition” or a “reverse take-over” of the Company pursuant to Rule 1015 of the Listing Manual.

On 24 June 2014, the Company announced that the Company and the Vendor had agreed to extend the long-stop date to the date falling eight (8) months from the date of the sale and purchase agreement. Save for the aforesaid extension of the long-stop date, all the other terms in the sale and purchase agreement remained unchanged.

On 24 October 2014, the Company announced that the Company and the Vendor had agreed to extend the long-stop date to the date falling 12 months from the date of the sale and purchase agreement. The extension was to allow the Vendor to complete its proposed change in shareholders structure (the “**Vendor Restructuring**”). Save for the aforesaid extension of the long-stop date, all the other terms in the sale and purchase agreement remained unchanged.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

On 9 February 2015, the Company announced that the Company and the Vendor had agreed to extend the long-stop date to the date falling 16 months from the date of the sale and purchase agreement. Save for the aforesaid extension of the long-stop date, all the other terms in the sale and purchase agreement remained unchanged.

On 29 June 2015, the Company announced that it had entered into a memorandum of understanding (“**MOU**”) with the Vendor, pursuant to which the Vendor would potentially include another gold mine into the assets to be acquired by the Company pursuant to the Coeur Gold Armenia Acquisition. The Company also announced that the Company and the Vendor had agreed to extend the long-stop date to the date falling 20 months from the date of the sale and purchase agreement. Save for the aforesaid extension of the long-stop date, all the other terms in the sale and purchase agreement remained unchanged.

On 25 August 2015, the Company announced that the MOU had lapsed on 24 August 2015.

On 26 October 2015, the Company announced that the conditions precedent of the Coeur Gold Armenia Acquisition were not fulfilled or waived in accordance with the terms of the sale and purchase agreement. Accordingly, the Board would not be extending the long-stop date, as the Company had decided not to acquire the target company. Pursuant to the terms of the sale and purchase agreement, the sale and purchase agreement was terminated automatically, and the sale and purchase agreement ceased to have any force and effect.

(c) Acquisition of 22.3% of Silvermane Investments Limited

On 10 December 2014, the Company announced that it had on 9 December 2014 entered into a sale and purchase agreement with Awang Ahmad Sah in respect of the Company’s proposed acquisition of 22.3% of the entire issued and paid-up share capital of Silvermane Investments Limited (“**Silvermane**”) for an aggregate consideration of S\$6,000,000 (the “**Silvermane Acquisition**”).

Silvermane holds an interest in (i) 89.21% of the shares in Vistra Gold Antigua Corp (“**VGA**”), (ii) 98.38% of the shares in LionGold South America Ltd (“**LGSA**”) and (iii) 96.37% of the shares in LionGold Bolivia Ltd (“**LGB**”). LGB and LGSA are incorporated in the British Virgin Islands and VGA is incorporated in Antigua and Barbuda. VGA, LGSA and LGB collectively wholly-own Compania Inversora Vistra S.A. (“**CIV**”). CIV wholly-owns Minera Nueva Vistra S.A. (“**MNV**”) and Compania Exploradora Vistex S.A. (“**CEV**”). MNV wholly-owns the Amayapampa Gold Project.

Amayapampa Gold Project is a high-grade 1.8 million ounce open-pit gold resource located approximately 382 km southeast of La Paz in the eastern Altiplano of Bolivia. The Amayapampa Gold Project consists of 38 overlapping concessions totalling 3,367 hectares, all registered as being wholly-owned by MNV.

The Silvermane Acquisition was completed on 9 December 2014, and the consideration was satisfied in the following manner: (i) S\$2,000,000 in cash which was paid to Awang Ahmad Sah on completion of the Silvermane Acquisition, and (ii) in the event that the Amayapampa Gold Project commences production of gold, S\$4,000,000 payable in the form of a convertible note to be issued by the Company to Awang Ahmad Sah.

(d) Acquisition of Century 21 Hong Kong Limited

On 11 May 2015, the Company announced that it had on 8 May 2015 entered into a sale and purchase agreement with Menkin Limited in respect of the Company’s acquisition of Century 21 Hong Kong Limited for a consideration of S\$1,000,000 to be satisfied by way of the allotment and issuance of 33,333,333 new ordinary shares in the capital of the Company at the agreed issue price of S\$0.03 per share (the “**Century 21 Acquisition**”).

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

On 17 September 2015, the Company announced that the Company's Sponsor had on 17 September 2015 obtained the listing and quotation notice from the SGX-ST for the listing and quotation of 33,333,333 new ordinary shares in the Company ("**Century 21 Consideration Shares**") as consideration for the Century 21 Acquisition.

The Century 21 Acquisition would result in the Company entering into a new business sector and Shareholders' approval for the Century 21 Acquisition was obtained on 15 October 2015.

On 22 October 2015, the Company announced that the Century 21 Acquisition was completed on 21 October 2015 and the target company became a wholly owned subsidiary of Asia-Pacific Real Estate Agency Pte. Ltd., which was in turn a wholly owned subsidiary of the Company. The consideration for the Century 21 Acquisition was satisfied by the allotment and issuance of the Century 21 Consideration Shares to the vendor's nominee, Mr. Ng Kai Mun.

(e) Cooperation Agreement with China Real Estate Development Union Group Limited and Oei Hong Leong Foundation Pte Ltd

On 21 May 2015, the Company announced that it had on 19 May 2015 entered into a cooperation agreement with China Real Estate Development Union Group Limited and Oei Hong Leong Foundation Pte Ltd in relation to the establishment of an internet platform to provide real estate agency services (the "**Joint Venture**").

The Joint Venture will result in the Company entering into a new business sector and shareholders' approval for the Joint Venture was obtained on 15 October 2015.

FY2016

(a) 2015 Rights cum Warrants Issue

On 29 June 2015, the Company announced that it was undertaking the 2015 Rights cum Warrants Issue of up to 3,373,458,070 new ordinary shares of the Company (the "**2015 Rights Shares**") with up to 3,373,458,070 free detachable warrants.

On 13 August 2015, the Company announced that it had appointed Canaccord Genuity Pte Ltd ("**CGPL**") as the underwriter for the 2015 Rights cum Warrants Issue. The 2015 Rights cum Warrants Issue was partially underwritten, with CGPL underwriting up to 1,367,454,261 2015 Rights Shares.

On 17 September 2015, the Company announced that the Company's Sponsor had on 17 September 2015 obtained the listing and quotation notice from the SGX-ST for the listing and quotation of, *inter alia* (i) up to 3,373,458,070 new ordinary shares on the basis of two 2015 Rights Shares for every existing ordinary share held by shareholders as at the books closure date; (ii) up to 3,373,458,070 free detachable warrants on the basis of one warrant for every one 2015 Rights Share subscribed, each Warrant carrying the right to subscribe for one new ordinary share ("**2015 Warrant Share**"); (iii) up to 3,373,458,070 2015 Warrant Shares; (iv) up to 531,572,974 adjustment warrants; and (v) up to 629,640,517 adjustment warrant shares.

Shareholders' approval for the 2015 Rights cum Warrants Issue was obtained on 15 October 2015.

On 18 November 2015, the Company announced that the 2015 Rights cum Warrants Issue was oversubscribed. On 20 November 2015, the Company announced that it had allotted and issued 2,593,863,776 Rights Shares with 2,593,863,776 Warrants pursuant to the 2015 Rights cum Warrants Issue.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

(b) Acquisition of Global Alliance Property Pte. Ltd.

On 21 July 2015, the Company announced that it had on 20 July 2015 entered into a sale and purchase agreement with Global Property Strategic Alliance Pte. Ltd. (“**GPSA**”) and MORE Property Pte. Ltd. (“**MORE**”) (collectively, the “**Vendors**”) in respect of the Company’s acquisition of Global Alliance Property Pte. Ltd. for an aggregate consideration of S\$2,750,000 (the “**Global Alliance Acquisition**”).

The Global Alliance Acquisition would result in the Company entering into a new business sector and shareholders’ approval for the Global Alliance Acquisition was obtained on 15 October 2015.

On 20 January 2016, the Company announced that the Company, GPSA and MORE had agreed to extend the long-stop date to the date falling six (6) months and seven (7) business days from the date of the sale and purchase agreement. Save for the aforesaid extension of the long-stop date, all the other terms in the sale and purchase agreement remained unchanged.

On 2 February 2016, the Company announced that the Global Alliance Acquisition was completed on 2 February 2016 and Global Alliance Property Pte. Ltd. became a wholly-owned subsidiary of Asia-Pacific Real Estate Agency Pte. Ltd., which was in turn a wholly-owned subsidiary of the Company. The Company and the Vendors mutually agreed to reduce the consideration to S\$1,000,000 due to the change in the condition of the Singapore property market from the signing of the sale and purchase agreement to completion. The consideration was satisfied on completion by way of cashier’s orders for an aggregate of S\$1,000,000 issued to the Vendors in the following proportions – GPSA (72.8%) and MORE (27.2%). The Company and the Vendors agreed that the proposed management agreement between Global Alliance Property Pte. Ltd. and GPSA will not be entered into. Mr Ng Kai Man, the CEO of Century 21 Hong Kong Limited, a wholly-owned subsidiary of the Company, would manage the target post-completion.

(c) Change in core business to real estate agency and real estate-related services and support

On 29 June 2015, the Company announced that it intended to change its core business from that of operating memorial parks and columbariums in Asia, and providing professional and integrated bereavement services such as funeral arrangements, funeral and disposition services to that of providing real estate agency services (the “**Change of Core Business**”), which was subject to shareholders’ approval.

On 15 October 2015, the Company obtained Shareholders’ approval for, *inter alia*, the Company’s change in core business to that of the business of real estate agency and real estate-related services and support which shall comprise provision of franchise service, buying and selling of real estate property, rental of real estate property, property management, property maintenance, mortgage brokerage and financial planning, architecture design, project financial feasibility assessment, engineering expertise and construction management, real estate valuation and appraisal services, marketing and promotion management for real estate developers, property auction and tendering and operating real estate internet platforms.

(d) Incorporation of Asia-Pacific Real Estate Agency Pte. Ltd.

On 16 October 2015, the Company announced that it had incorporated a wholly-owned subsidiary, Asia-Pacific Real Estate Agency Pte Ltd (“**APREA**”), which was intended to be the holding company of the Group’s new core business of real estate agency and real estate-related services and support.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

(e) Incorporation of APS Technology Pte. Ltd. and Global Overseas Chinese Real Estate. Net Pte. Ltd.

On 10 December 2015, the Company announced that it had incorporated two wholly-owned subsidiaries, APS Technology Pte. Ltd. and Global Overseas Chinese Real Estate.Net Pte. Ltd. under its wholly-owned subsidiary, Asia-Pacific Real Estate Agency Pte. Ltd.. APS Technology Pte. Ltd. was incorporated for the purpose of development of real estate internet portals whereas Global Overseas Chinese Real Estate.Net Pte. Ltd. was incorporated for the purpose of operating real estate internet platforms.

(f) Proposed Acquisition of China Real Estate Development Union Group Limited (中房联合置业集团有限公司)

On 14 January 2016, the Company announced that it had entered into a sale and purchase agreement with 中房集团联合投资股份有限公司 (“中房联合投资”) and 中房联合集团企业管理有限公司 (“中房企业管理”) for the proposed acquisition of 100% of China Real Estate Development Union Group Limited 中房联合置业集团有限公司 (“CREU”) for an aggregate consideration of RMB150 million. The acquisition was conditional upon, *inter alia*, the approval of the Ministry of Commerce of the People’s Republic of China (the “MoC”) being obtained in relation to the sale and purchase of the sale interests.

On 18 March 2016, the Company announced that it had appointed KGI Fraser Securities Pte. Ltd. as its financial adviser in respect of the proposed acquisition.

On 8 July 2016, the Company announced that the Company and the vendors had agreed to extend the long-stop date to the date falling 12 months from the date of the sale and purchase agreement. Save for the aforesaid extension of the long-stop date, all the other terms in the sale and purchase agreement remained unchanged.

On 1 August 2016, the Company announced that the SGX-ST had granted the Company a waiver from Rule 1015(4)(a) of the Listing Manual in respect of the disclosure of the target group’s audited consolidated financial statements for the financial years ended 30 June 2014, 30 June 2015 and 30 June 2016 in the shareholders’ circular, subject to certain conditions to be fulfilled by the Company.

On 10 January 2017, the Company announced that it had on 10 January 2017 entered into a supplemental agreement with the vendors to amend the sale and purchase agreement. Due to the longer than expected period required for the fulfilment of the conditions precedent, the Company and the vendors agreed to extend the long-stop date for a further six (6) months from the last extension to 10 July 2017 pursuant to the terms of the supplemental agreement.

On 23 March 2017, the Company provided an update to its shareholders on the status of the application to the MoC. The Company announced that during the review process throughout the past year, the MoC raised various queries and requested for additional information in relation to the sale and purchase of the sale interests. The vendors, with the assistance of the target and the Company, responded to the MoC’s queries and requests, and provided additional information and documents.

As part of the MoC’s review, the MoC had, in August 2016, sent consultation letters to the Ministry of Housing and Urban-Rural Development (住房和城乡建设部), the State Administration For Industry and Commerce (国家工商行政管理总局), the State - owned Assets Supervision and Administration Commission of the State Council (国务院国有资产监督管理委员会), the State Administration of Taxation (国家税务总局), and the China Securities Regulatory Commission (中国证券监督管理委员会) (collectively, the “Regulators”) to seek the Regulators’ opinion on certain areas under the Regulators’ purview. To the best knowledge

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

of the vendors, all the Regulators had responded to the MoC as of December 2016. A first formal meeting, requested by the senior officers of the MoC, was held on 14 March 2017 and attended by the senior management of the vendors.

On 10 July 2017, the Company announced that due to the longer than expected period required for the fulfilment of the conditions precedent, the Company and the vendors had agreed to extend the long-stop date for a further three (3) months from the last extension to 10 October 2017. The Company and the vendors agreed that in light of the sale and purchase agreement entered into between the Company and 中房联合置业集团有限公司 relating to the sale and purchase of 72% of the issued equity interest of each of Huzhou Agriculture Co. (湖州荻溪耕读生态农业发展有限公司) and Huzhou Culture Co. (湖州荻溪渔隐文化产业有限公司) on 10 July 2017, the Company and the Vendors would further negotiate the terms of the sale and purchase agreement (including, but not limited to, the aggregate consideration) when approval of the Ministry of Commerce of the People's Republic of China is obtained in relation to the sale and purchase of the sale interests. Save for the aforesaid extension of the long-stop date and the aforesaid agreement to further negotiate the terms of the sale and purchase agreement, all the other terms of the sale and purchase agreement remained unchanged.

On 9 October 2017, the Company announced that the Company and the vendors had agreed to extend the long-stop date for a further six (6) months from the last extension to 10 April 2018. Save for the aforesaid extension of the long-stop date, all the other terms of the sale and purchase agreement remained unchanged.

(g) Subscription Agreement with Mr. Oei

On 14 January 2016, the Company announced that it had on 12 January 2016 entered into a subscription agreement with Mr. Oei. Pursuant to the terms of the subscription agreement, the Company proposed to raise capital by the issue and allotment of 2,624,024,983 new Shares to Mr. Oei, at an issue price of S\$0.0054 for each subscription share, to raise gross proceeds of S\$14,169,735. The completion of the subscription agreement was subject to, *inter alia*, the approval from the Ministry of Commerce of the People's Republic of China in respect of the proposed acquisition of CREU, Shareholders' approval at an extraordinary general meeting to be convened, as well as approval from SGX-ST for the listing and quotation of the new shares.

(h) Acquisition of Century 21 (AsPac) Realty Pte. Ltd.

On 5 February 2016, the Company announced that the Company's wholly-owned subsidiary, Global Alliance Property Pte. Ltd. ("**GAP**"), had on 4 February 2016 entered into a non-binding memorandum of understanding with Mr. Ng Kai Man and Mr. Chong Chai Shyong in respect of the proposed acquisition of the entire issued and paid-up share capital of Century 21 (AsPac) Realty Pte. Ltd. from the vendors by GAP. The proposed acquisition was subject to the entry into definitive agreements between GAP and the vendors in relation to the proposed acquisition. The target is a company engaged in the real estate agency business in Singapore.

On 10 March 2016, the Company announced that GAP had, on 10 March 2016, entered into a sale and purchase agreement with the vendors, pursuant to which GAP had agreed to acquire the entire issued and paid-up share capital of Century 21 (AsPac) Realty Pte. Ltd. from the vendors for an aggregate consideration of S\$200,000. The acquisition was completed on 10 March 2016.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

FY2017

(a) Disposal of Century 21 Hong Kong Limited

On 15 November 2016, the Company announced that its wholly-owned subsidiary, Asia-Pacific Real Estate Agency Pte. Ltd. had, on 15 November 2016, sold 3,880,000 shares of HK\$1.00 each in the capital of Century 21 Hong Kong Limited, representing the entire issued and paid-up share capital of Century 21 Hong Kong Limited, to Menkin Limited for a total cash consideration of S\$500,000. Upon completion of the disposal, Century 21 Hong Kong Limited and its wholly-owned subsidiary, Century 21 Limited ceased to be subsidiaries of the Company. The aggregate consideration for the sale shares was S\$500,000 and was fully satisfied in cash. The consideration was arrived at following arm's length negotiations on a willing buyer willing seller basis, and took into account the net loss and net tangible assets value of the target group for three months ended 30 September 2016 of HK\$736,000 and HK\$3,249,000 respectively.

1 July 2017 up to the Latest Practicable Date

(a) Proposed Acquisition of 72.0% of the issued equity interest of each of Huzhou Agriculture Co. (湖州荻溪耕读生态农业发展有限公司) and Huzhou Culture Co. (湖州荻溪渔隐文化产业有限公司)

On 10 July 2017, the Company announced that it had, on 10 July 2017, entered into a conditional sale and purchase agreement with 中房联合置业集团有限公司, pursuant to which the Company had agreed to acquire 72.0% of the issued equity interest of each of Huzhou Agriculture Co. (湖州荻溪耕读生态农业发展有限公司) and Huzhou Culture Co. (湖州荻溪渔隐文化产业有限公司) for an aggregate consideration of RMB57.6 million. The foregoing target companies were part of the group of companies proposed to be acquired by the Company as part of the CREU Acquisition. The Company announced that it had decided to proceed with the acquisition of the target companies first while working towards the fulfilment of the conditions precedent for the CREU Acquisition.

On 11 September 2017, the Company announced that the target companies had obtained approval from the relevant PRC authorities to change their status to Sino-foreign equity joint venture companies. The approval was required for the satisfaction of the conditions precedent under the proposed acquisition. The Company further announced that its Chairman and Chief Executive Officer, Dato' Dr Choo Yeow Ming, was also appointed as the legal representative of both target companies.

On 9 October 2017, the Company announced that the Company and the vendor had agreed to extend the long-stop date for two (2) weeks to 23 October 2017. Save for the aforesaid extension of the long-stop date, all the other terms of the sale and purchase agreement remained unchanged.

On 12 October 2017, the Company announced that the Company had received shareholders' approval for the acquisition.

On 23 October 2017, the Company announced that the Company and the vendor had agreed to extend the long-stop date for a further one (1) month to 23 November 2017. Save for the aforesaid extension of the long-stop date, all the other terms of the sale and purchase agreement remained unchanged.

On 17 November 2017, the Company announced that all conditions precedent were fulfilled or waived in accordance with the terms of the sale and purchase agreement. The Company had on 14 November 2017 and 16 November 2017 paid the consideration by way of telegraphic transfer. The payment of consideration was made using internal funds. Accordingly, the acquisition was completed on 16 November 2017 and the target companies became 72.0%-owned subsidiaries of the Company.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

(b) Incorporation of 亞太置地(北京)信息咨询有限公司

On 21 July 2017, the Company announced that it had incorporated a wholly-owned subsidiary, 亞太置地(北京)信息咨询有限公司, in the People's Republic of China. 亞太置地(北京)信息咨询有限公司 was incorporated for the purpose of providing real estate related advisory services.

(c) Rights cum Warrants Issue

On 12 September 2017, the Company announced that it was proposing to undertake the Rights cum Warrants Issue.

On 6 October 2017, the Company announced that the Company had made an application to the SIC (the "**Original Application**") for a waiver to exempt Mr. Oei from the requirement to make a general offer under Rule 14 of the Code as a result of Mr. Oei's obligations pursuant to the Sub-underwriting Commitment. The SIC had on 6 October 2017, granted the Whitewash Waiver.

On 6 November 2017, the Company announced that it had previously confirmed that as at the date of the Original Application, Mr. Oei did not have any parties acting or deemed to be acting in concert with him as defined under the Code. Subsequent to the Whitewash Waiver being granted by the SIC, the Company discovered that the aforesaid confirmation was inaccurate as Mr. Hano Maeloa, being the nephew of Mr. Oei and Ms. Oei Siu Hoa @ Sukmawati Widjaja, being the sister of Mr. Oei, are deemed to be acting in concert with Mr. Oei. In light of the foregoing, the Company had submitted a subsequent application to the SIC to seek a waiver of the obligation of the Concert Party Group and parties acting in concert with them from the requirement to make a general offer under Rule 14 of the Code in the event that the aggregate voting rights of the Concert Party Group in the Company reaches or exceeds 30.0% as a result of the Rights cum Warrants Issue. The Company announced that it had on 6 November 2017 received a Revised Whitewash Waiver from the SIC.

On 6 December 2017, the Company obtained Shareholders' approval in respect of, *inter alia*, the Rights cum Warrants Issue and the Whitewash Resolution.

(d) Diversification of Business

On 12 October 2017, the Company announced that it had obtained Shareholders' approval for the Company to diversify into the new business of (i) property development activities including acquisition, development, and/or sale of residential, hospitality, commercial (retail and office), industrial and any other types of properties (including mixed development properties) ("**Property Related Assets**"); and (ii) holding of Property Related Assets as investment for the collection of rent, capital growth potential and/or provision of property related services and facilities, in the Asia-Pacific and North America region.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (d) **the equity capital and the loan capital of the relevant entity as at the latest practicable date, showing –**
- (i) **in the case of the equity capital, the issued capital; or**
 - (ii) **in the case of the loan capital, the total amount of the debentures issued and outstanding, together with the rate of interest payable thereon**
-

As at the Latest Practicable Date, the Company's equity capital and loan capital are as follows:

Issued and paid-up share capital : S\$163,695,584 divided into 3,892,653,874 Shares (the Company has no treasury shares)

Loan capital : Not applicable.

- (e) **where:**
- (i) **the relevant entity is a corporation, the number of shares of the relevant entity owned by each substantial shareholder as at the latest practicable date; or**
 - (ii) **the relevant entity is not a corporation, the amount of equity interests in the relevant entity owned by each substantial interest-holder as at the latest practicable date**
-

As at the Latest Practicable Date, based on the information in the Register of Substantial Shareholders maintained by the Company pursuant to the Companies Act, the Substantial Shareholders of the Company and the number of Shares in which they have an interest are as follows:

	Direct Interest		Deemed Interest	
	Number of Shares	% ⁽¹⁾	Number of Shares	% ⁽¹⁾
Substantial Shareholder(s)				
Dato' Dr Choo Yeow Ming ⁽²⁾	605,645,532	15.56	352,479,500	9.06
Hano Maeloa	277,000,154	7.12	-	-
Goh Yeo Hwa ⁽³⁾	221,341,000	5.69	-	-

Notes:

- (1) The percentage of Shares is computed based on 3,892,653,874 Shares, being the total number of issued voting shares of the Company (excluding treasury shares) as at the Latest Practicable Date.
- (2) By virtue of section 7 of the Companies Act, Dato' Dr. Choo Yeow Ming is deemed to have an interest in Shares held by Summers Overseas Limited (1.59%), Seymour Pacific Limited (3.10%) and Orient Achieve Limited (4.37%). These deemed interests are held through nominees.
- (3) Goh Yeo Hwa's direct interest of 154,407,000 Shares are registered under nominees. The remaining 66,934,000 Shares are registered under the name of Goh Yeo Hwa.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

2013 Warrants

As at the Latest Practicable Date, based on the information in the warrant register and the depository register maintained by the warrant agent and by the CDP respectively pursuant to the terms and conditions of the 2013 Warrants, the holders of more than 5% of the 2013 Warrants and the number of 2013 Warrants in which they have an interest are as follows:

	Direct Interest		Deemed Interest	
	Number of 2013 Warrants	%⁽¹⁾	Number of 2013 Warrants	%⁽¹⁾
 Holders of 2013 Warrants 				
Philip Securities Pte Ltd	5,197,614	49.22	-	-
Raffles Nominees (Pte) Ltd	1,269,875	12.03	-	-
Kam Keng Seng	539,175	5.11	-	-

Note:

(1) The percentage interest is based on the existing 10,559,328 2013 Warrants as at the Latest Practicable Date.

2014 Warrants

As at the Latest Practicable Date, based on the information in the warrant register and the depository register maintained by the warrant agent and by the CDP respectively pursuant to the terms and conditions of the 2014 Warrants, the holders of more than 5% of the 2014 Warrants and the number of 2014 Warrants in which they have an interest are as follows:

	Direct Interest		Deemed Interest	
	Number of 2014 Warrants	%⁽¹⁾	Number of 2014 Warrants	%⁽¹⁾
 Holders of 2014 Warrants 				
Hano Maeloa	187,632,083	24.26	-	-
Philip Securities Pte Ltd	93,025,933	12.03	-	-
Citibank Nominees Singapore Pte Ltd	75,611,250	9.78	-	-
Leong Fook Weng	49,290,418	6.37	-	-
UOB Kay Hian Pte Ltd	39,049,749	5.05	-	-

Note:

(1) The percentage interest is based on the existing 773,282,530 2014 Warrants as at the Latest Practicable Date.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

2015 Warrants

As at the Latest Practicable Date, based on the information in the warrant register and the depository register maintained by the warrant agent and by the CDP respectively pursuant to the terms and conditions of the 2015 Warrants, the holders of more than 5% of the 2015 Warrants and the number of 2015 Warrants in which they have an interest are as follows:

	Direct Interest		Deemed Interest	
	Number of 2015 Warrants	%(⁽¹⁾)	Number of 2015 Warrants	%(⁽¹⁾)
Holders of 2015 Warrants				
Citibank Nominees Singapore Pte Ltd	359,451,000	13.87	-	-
Raffles Nominees (Pte) Ltd	317,130,652	12.23	-	-
Hano Maeloa	204,745,436	7.90	-	-
Goh Yeo Hwa	168,894,100	6.52	-	-

Note:

(1) The percentage interest is based on the existing 2,592,005,566 2015 Warrants as at the Latest Practicable Date.

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- (f) any legal or arbitration proceedings, including those which are pending or known to be contemplated, which may have, or which have had in the 12 months immediately preceding the date of lodgement of the offer information statement, a material effect on the financial position or profitability of the relevant entity or, where the relevant entity is a holding company or holding entity of a group, of the group**
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As at the date of this Offer Information Statement, the Directors are not aware that the Company or any of its subsidiaries is engaged in any legal or arbitration proceedings (including those which are pending or known to be contemplated) which may have, or which have had in the twelve (12) months immediately preceding the date of lodgement of this Offer Information Statement, a material effect on the financial position or profitability of the Group.

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- (g) where any securities or equity interests of the relevant entity have been issued within the 12 months immediately preceding the latest practicable date –**
- (i) if the securities or equity interests have been issued for cash, state the prices at which the securities have been issued and the number of securities or equity interests issued at each price; or**
- (ii) if the securities or equity interests have been issued for services, state the nature and value of the services and give the name and address of the person who received the securities or equity interests**
-

During the period of 12 months immediately preceding the Latest Practicable Date:

- (a) the Company had on 30 October 2017 allotted and issued 4,010 Shares pursuant to the exercise of 4,010 2015 Warrants at an exercise price of S\$0.005 for each 2015 Warrant; and
- (b) the Company had on 14 February 2017 allotted and issued 1,854,200 Shares pursuant to the exercise of 1,854,200 2015 Warrants at an exercise price of S\$0.005 for each 2015 Warrant.

Save as disclosed above, the Company has not issued any securities or equity interests for cash or services during the twelve months immediately preceding the Latest Practicable Date.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (h) a summary of each material contract, other than a contract entered into in the ordinary course of business, to which the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any member of the group is a party, for the period of 2 years immediately preceding the date of lodgement of the offer information statement, including the parties to the contract, the date and general nature of the contract, and the amount of any consideration passing to or from the relevant entity or any other member of the group, as the case may be.
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Save as disclosed below, neither the Company nor any of its subsidiaries has entered into any material contract (not being a contract entered into the ordinary course of business) during the period of two (2) years immediately preceding the date of lodgement of this Offer Information Statement:-

- (a) the sale and purchase agreement dated 11 January 2016 entered into between the Company, 中房集团联合投资股份有限公司 and 中房联合集团企业管理有限公司 in relation to the acquisition of 100% of the rights and interests of and in China Real Estate Development Union Group Limited (中房联合置业集团有限公司) for an aggregate consideration of RMB150 million;
- (b) the subscription agreement dated 12 January 2016 entered into between the Company and Mr. Oei in relation to the proposed issue and allotment of 2,624,024,983 new Shares to Mr. Oei, at an issue price of S\$0.0054 for each subscription share;
- (c) the non-binding memorandum of understanding dated 4 February 2016 entered into between the Company's wholly-owned subsidiary, Global Alliance Property Pte. Ltd., Mr. Ng Kai Man and Mr. Chong Chai Shyong in respect of the acquisition of the entire issued and paid-up share capital of Century 21 (AsPac) Realty Pte. Ltd.;
- (d) the sale and purchase agreement dated 10 March 2016 entered into between Global Alliance Property Pte. Ltd., Mr. Ng Kai Man and Mr. Chong Chai Shyong, pursuant to which Global Alliance Property Pte. Ltd. had agreed to acquire the entire issued and paid-up share capital of Century 21 (AsPac) Realty Pte. Ltd. from the vendors for an aggregate consideration of S\$200,000;
- (e) the sale and purchase agreement dated 15 November 2016 entered into between Asia-Pacific Real Estate Agency Pte. Ltd. and Menkin Limited, pursuant to which Asia-Pacific Real Estate Agency Pte. Ltd. had agreed to dispose the entire issued and paid-up share capital of Century 21 Hong Kong Limited for a total cash consideration of S\$500,000;
- (f) the sale and purchase agreement dated 10 July 2017 entered into between the Company and 中房联合置业集团有限公司, pursuant to which the Company had agreed to acquire 72.0% of the issued equity interest of each of Huzhou Agriculture Co. (湖州荻溪耕读生态农业发展有限公司) and Huzhou Culture Co. (湖州荻溪渔隐文化产业有限公司) for an aggregate consideration of RMB57.6 million;
- (g) the underwriting agreement dated 12 September 2017 entered into between the Company and the Underwriter;
- (h) the deed poll dated 29 December 2017 as executed by the Company for the purpose of constituting the Warrants and containing, *inter alia*, provisions for the protection of the rights and interests of the Warranholders; and
- (i) the warrant agency agreement dated 29 December 2017 and entered into between the Company, the Warrant Agent and the Warrant Registrar, pursuant to which the Warrant Agent is appointed by the Company to act in connection with the Warrants upon the terms and conditions set out therein.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART V – OPERATING AND FINANCIAL REVIEW AND PROSPECTS

Operating Results

1. Provide selected data from–

- (a) the audited income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, the audited consolidated income statement of the relevant entity or the audited combined income statement of the group, for each financial year (being one of the 3 most recent completed financial years) for which that statement has been published; and
- (b) any interim income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any interim consolidated income statement of the relevant entity or interim combined income statement of the group, for any subsequent period for which that statement has been published.

The audited consolidated income statements of the Group for FY2015, FY2016, FY2017 and unaudited consolidated income statements of the Group for 1QFY2017 and 1QFY2018 are set out below:

	FY2015 S\$'000 (restated)	FY2016 S\$'000 (restated)	FY2017 S\$'000	1QFY2017 S\$'000 (re-presented)	1QFY2018 S\$'000
Continuing operations					
Revenue	73	8,325	16,329	4,869	4,276
Cost of services	-	(7,680)	(15,297)	(4,557)	(3,905)
Gross profit	73	645	1,032	312	371
Other gains/(losses), net	1,455	(91,755)	(1,886)	(877)	(776)
Expenses					
- Distribution and marketing	-	(89)	(545)	(72)	(73)
- Administrative	(2,356)	(5,988)	(4,941)	(1,199)	(1,065)
Loss before income tax	(828)	(97,187)	(6,340)	(1,836)	(1,543)
Income tax (expense)/credit	(15)	3	(72)	-	5
Loss from continuing operations	(843)	(97,184)	(6,412)	(1,836)	(1,538)
Discontinued operations					
Loss from discontinued operations	(1,410)	(506)	(176)	(129)	-
Total loss attributable to equity holders of the Company	(2,253)	(97,690)	(6,588)	(1,965)	(1,538)

Notes:

- (1) With effect from 1 July 2016, the Group and the Company enacted to change the presentation currency from Malaysian Ringgit (“RM”) to Singapore Dollar (“S\$”). The change in presentation currency has been applied retrospectively in accordance with FRS 8 *Accounting Policies, Changes in Accounting Estimates and Errors*. Prior periods comparative numbers for the Group in the financial statements have been restated in Singapore Dollars in order to provide meaningful comparable information.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (2) In FY2016, the Group consolidated the results of the following new wholly-owned subsidiaries:
- Century 21 Hong Kong Limited (“**C21 HK**”) (with effect from 21 October 2015);
 - Global Alliance Property Pte Ltd (“**GAP**”) (with effect from 2 February 2016); and
 - Century 21 (AsPac) Realty Pte Ltd (“**C21 AsPac**”), a wholly-owned subsidiary of GAP (with effect from 10 March 2016).

- (3) In FY2016, the Group completed the disposal of HMS Capital Sdn Bhd and its subsidiary corporations (“**HMSC Group**”).

In FY2017, the Group completed the disposal of C21 HK and its wholly owned subsidiary corporation (“**C21 Group**”).

In compliance with FRS 105 *Non-Current Assets Held for Sale and Discontinued Operations*, the entire results of C21 Group and HMSC Group are presented separately in the income statements as “Discontinued Operations”.

Discontinued operations for FY2015 include the results of HMSC Group.

Discontinued operations for FY2016 include the results of both HMSC Group from 1 July 2015 to 4 February 2016 and C21 Group from 21 October 2015 to 30 June 2016.

Discontinued operations for FY2017 include the results of C21 Group from 1 July 2016 to 15 November 2016.

The results of C21 Group for 1QFY2017, which was presented as continuing operations when the Company released the 1QFY2017 results announcements on 10 November 2016, are re-presented as “Discontinued Operations”.

	FY2015 S\$'000 (restated)	FY2016 S\$'000 (restated)	FY2017 S\$'000	1QFY2017 S\$'000 (re-presented)	1QFY2018 S\$'000
Weighted average number of shares ('000)	1,670,015	3,392,439	3,891,487	3,890,796	3,892,650
Loss per share					
Basic and diluted loss per share (cents)	(0.13)	(2.88)	(0.17)	(0.05)	(0.04)
Dividends per share (cents)	-	-	-	-	-
Adjusted loss per share immediately before the Rights cum Warrants Issue (cents)					
<u>Minimum Subscription Scenario</u>					
Weighted average number of shares ('000)	1,670,015	3,392,439	3,891,487	3,890,796	3,892,650
Adjusted loss per share (cents)	(0.13)	(2.88)	(0.17)	(0.05)	(0.04)
<u>Minimum Subscription Scenario (only Mr. Oei)</u>					
Weighted average number of shares ('000)	1,670,015	3,392,439	3,891,487	3,890,796	3,892,650
Adjusted loss per share (cents)	(0.13)	(2.88)	(0.17)	(0.05)	(0.04)
<u>Maximum Subscription Scenario</u>					
Weighted average number of shares ('000)	2,042,005	5,756,695	7,267,338	7,266,647	7,270,355
Adjusted loss per share (cents)	(0.11)	(1.70)	(0.09)	(0.03)	(0.02)
<u>Maximum Subscription Scenario (only Mr. Oei)</u>					
Weighted average number of shares ('000)	2,042,005	5,756,695	7,267,338	7,266,647	7,270,355
Adjusted loss per share (cents)	(0.11)	(1.70)	(0.09)	(0.03)	(0.02)

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

	FY2015 S\$'000 (restated)	FY2016 S\$'000 (restated)	FY2017 S\$'000	1QFY2017 S\$'000 (re-presented)	1QFY2018 S\$'000
<u>Maximum Subscription Scenario</u> (Concert Party Group)					
Weighted average number of shares ('000)	2,042,005	5,756,695	7,267,338	7,266,647	7,270,355
Adjusted loss per share (cents)	(0.11)	(1.70)	(0.09)	(0.03)	(0.02)
Adjusted loss per share after Rights cum Warrants Issue before exercise of any Warrants (cents)					
<u>Minimum Subscription Scenario</u>					
Weighted average number of shares ('000)	4,096,385	11,174,030	11,676,786	11,672,387	11,677,950
Adjusted loss per share (cents)	(0.06)	(0.87)	(0.06)	(0.02)	(0.01)
<u>Minimum Subscription Scenario</u> (only Mr. Oei)					
Weighted average number of shares ('000)	4,096,385	11,174,030	11,676,786	11,672,387	11,677,950
Adjusted loss per share (cents)	(0.06)	(0.87)	(0.06)	(0.02)	(0.01)
<u>Maximum Subscription Scenario</u>					
Weighted average number of shares ('000)	5,212,355	20,293,698	21,804,341	21,799,941	21,811,066
Adjusted loss per share (cents)	(0.04)	(0.48)	(0.03)	(0.01)	(0.01)
<u>Maximum Subscription Scenario</u> (only Mr. Oei)					
Weighted average number of shares ('000)	5,212,355	13,541,995	15,052,638	15,051,947	15,055,655
Adjusted loss per share (cents)	(0.04)	(0.72)	(0.04)	(0.01)	(0.01)
<u>Maximum Subscription Scenario</u> (Concert Party Group)					
Weighted average number of shares ('000)	5,212,355	15,023,387	16,534,030	16,533,339	16,537,047
Adjusted loss per share (cents)	(0.04)	(0.65)	(0.04)	(0.01)	(0.01)
Adjusted loss per share after adjusting for the Rights cum Warrants Issue assuming all the Warrants are fully exercised (cents)					
<u>Minimum Subscription Scenario</u>					
Weighted average number of shares ('000)	6,522,754	18,955,622	19,462,086	19,453,978	19,463,249
Adjusted loss per share (cents)	(0.04)	(0.52)	(0.03)	(0.01)	(0.01)

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

	FY2015 S\$'000 (restated)	FY2016 S\$'000 (restated)	FY2017 S\$'000	1QFY2017 S\$'000 (re-presented)	1QFY2018 S\$'000
<u>Minimum Subscription Scenario</u> (only Mr. Oei)					
Weighted average number of shares ('000)	6,522,754	18,955,622	19,462,086	19,453,978	19,463,249
Adjusted loss per share (cents)	(0.04)	(0.52)	(0.03)	(0.01)	(0.01)
<u>Maximum Subscription Scenario</u>					
Weighted average number of shares ('000)	8,382,704	34,830,700	36,341,343	36,333,235	36,351,777
Adjusted loss per share (cents)	(0.03)	(0.28)	(0.02)	(0.01)	(0.004)
<u>Maximum Subscription Scenario</u> (only Mr. Oei)					
Weighted average number of shares ('000)	8,382,704	21,327,295	22,837,938	22,837,247	22,840,955
Adjusted loss per share (cents)	(0.03)	(0.46)	(0.03)	(0.01)	(0.01)
<u>Maximum Subscription Scenario</u> (Concert Party Group)					
Weighted average number of shares ('000)	8,382,704	24,290,079	25,800,722	25,800,031	25,803,739
Adjusted loss per share (cents)	(0.03)	(0.40)	(0.03)	(0.01)	(0.01)

-
- 2. The data referred to in paragraph 1 of this Part shall include the line items in the audited income statement, audited consolidated income statement, audited combined income statement, interim income statement, interim consolidated income statement or interim combined income statement, as the case may be, and shall in addition include the following items:**
- (a) dividends declared per share in both the currency of the financial statements and the Singapore currency, including the formula used for any adjustment to dividends declared;**
 - (b) earnings or loss per share; and**
 - (c) earnings or loss per share, after any adjustment to reflect the sale of new securities.**
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Noted. Please see paragraph 1 of this Part V.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

3. In respect of –

(a) each financial year (being one of the 3 most recent completed financial years) for which financial statements have been published; and

(b) any subsequent period for which interim financial statements have been published,

provide information regarding any significant factor, including any unusual or infrequent event or new development, which materially affected profit or loss before tax of the relevant entity or, if it is the holding company or holding entity of a group, of the group, and indicate the extent to which such profit or loss before tax of the relevant entity or the group, as the case may be, was so affected. Describe any other significant component of revenue or expenditure necessary to understand the profit or loss before tax for each of these financial periods.

Save as disclosed below and in this Offer Information Statement, the Directors are not aware of any significant factor, including any unusual or infrequent event or new development which materially affected profit or loss before tax of the Group. A summary of the operations, business and financial performance of the Group for FY2015, FY2016, FY2017, 1QFY2017 and 1QFY2018 is set out below:

FY2015 vs FY2014

Revenue

Revenue of S\$73,000 in FY2015, which consisted of management service fee income, was at the same level as that recorded in FY2014.

Other gains, net

In FY2015, a net other gains of S\$1.5 million was recorded as opposed to a net other losses of S\$172,000 in FY2014. The gain in FY2015 was mainly due to gains derived from the disposal/redemption of financial assets held for trading of S\$1.1 million, dividends income of S\$774,000 and foreign exchange gain of S\$569,000. This was offset by a fair value loss of S\$945,000 on financial assets.

Loss from discontinued operations

The discontinued operations reported a loss of S\$1.4 million in FY2015, which was at the same level as that reported in FY2014.

Net loss

The Group reported an improved net loss of S\$2.3 million in FY2015 as compared with the net loss of S\$3.4 million posted in FY2014.

FY2016 vs FY2015

Revenue, cost of services and gross profit

Revenue, cost of services and gross profit of S\$8.3 million, S\$7.7 million and S\$645,000 respectively in FY2016 was due mainly to the consolidation of the results of the new wholly-owned subsidiaries, GAP and C21 (AsPac).

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Other losses, net

The net other losses of S\$91.8 million in FY2016 was due mainly to an amount of S\$93.7 million loss from the disposal of HMSC Group and S\$3.8 million on allowance for impairment loss of available-for-sale financial assets, offset by fair value gain on financial assets at fair value through profit or loss of S\$1.4 million and reversal of other payable of S\$4 million.

Distribution and marketing expenses Administrative expenses

The increase in distribution and marketing expenses, and administrative expenses in FY2016 stemmed from the inclusion of results from GAP and C21 AsPac, as well as an allowance for impairment of trade and other receivables of S\$1.9 million, a S\$208,000 increase in donations and S\$304,000 increase in professional fees.

Loss from discontinued operations

The discontinued operations turned in a lower loss of S\$506,000 in FY2016 as compared to S\$1.4 million in FY2015 largely due to the exclusion of HMSC Group's results after the disposal on 4 February 2016.

Net loss

The Group reported a net loss of S\$97.7 million in FY2016, which was greater than the net loss of S\$2.3 million posted in FY2015, mainly due to higher "other losses, net" and administrative expenses, offset by higher gross profit as well as lower net loss from discontinued operations as mentioned above.

FY2017 vs FY2016

Revenue, cost of services and gross profit

Revenue, cost of services and gross profit for FY2017 increased to S\$16.3 million, S\$15.3 million and S\$1.0 million respectively due to the consolidation of the full year results of the wholly-owned subsidiary corporations, GAP and C21 (AsPac) which were acquired on 2 February 2016 and 10 March 2016 respectively.

Other losses, net

The net other losses of S\$1.9 million in FY2017 was attributable mainly to the fair value loss on financial assets at fair value through profit or loss of S\$1.9 million, a foreign exchange loss of S\$703,000 and the loss on disposal of subsidiary corporations of S\$377,000. The loss was partially offset by a dividend income of S\$662,000 and an interest income of S\$268,000. The other losses, net for FY2016 was mainly due to the loss on disposal of subsidiary corporations amounting to S\$93.7 million that was completed on February 2016.

Distribution and marketing expenses

The increase in distribution and marketing expenses for FY2017 stemmed from the inclusion of the full year results of newly acquired subsidiary corporations as mentioned above.

Administrative expenses

The administrative expenses for FY2017 were lower than that for FY2016 even though the Group consolidated the full year results of GAP and C21 AsPac. This was due mainly to the fact that there was no allowance for impairment loss of trade and other receivables in FY2017 as compared to S\$1.9 million recognised in FY2016.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Loss from discontinued operations

The loss from discontinued operations in FY2017 was due to the results of C21 Group from 1 July 2016 to 15 November 2016, whereas the loss from discontinued operations reported in FY2016 was from both C21 Group from 21 October 2015 to 30 June 2016 and HMSC Group from 1 July 2015 to 4 February 2016 respectively.

Net loss

In FY2017, the Group reported a net loss of S\$6.6 million, which was lower than the loss of S\$97.7 million reported in FY2016. This was due mainly to lower "other losses, net", administrative expenses and lower net loss from discontinued operations, offset by higher distribution and marketing expenses as mentioned above.

1QFY2018 vs 1QFY2017

Revenue

The Group reported lower revenue of S\$4.3 million in 1QFY2018 as compared with the S\$4.9 million recorded in 1QFY2017. The decrease was due to a S\$840,000 drop in commissions earned from resale and new properties which was partly offset by a S\$237,000 rise in commissions from international projects.

Gross profit

Even though lower revenue was reported in 1QFY2018, gross profit was higher than in 1QFY2017. This was attributable mainly to a higher proportion of commission income from international projects, which yielded higher net commission income.

Other loss, net

The figure reported in 1QFY2018 was attributable mainly to the fair value loss on financial assets at fair value through profit or loss of S\$1.1 million. The loss was partially offset by dividend income of S\$185,000 and interest income of S\$68,000.

Administrative expenses

A drop in administrative expenses of S\$1.1 million was reported for 1QFY2018, mainly because of lower professional fees, reimbursement of agents' CEA license renewal fees and travelling expenses, offset by higher staff salary and office rental expenses.

Loss from discontinued operations

The loss from discontinued operations for 1QFY2017 consisted of the financial results of C21 Group, which was disposed of on 15 November 2016.

Net loss

The Group reported a net loss of S\$1.5 million in 1QFY2018 as compared with the net loss of S\$2.0 million posted in 1QFY2017. The reduced net loss was due mainly to the higher gross profits and a contraction in other losses and administrative expenses, as mentioned above.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Financial Position

4. Provide selected data from the balance sheet of the relevant entity or, if it is the holding company or holding entity of a group, the group as at the end of–
- (a) the most recent completed financial year for which audited financial statements have been published; or
- (b) if interim financial statements have been published for any subsequent period, that period.
-

The audited consolidated balance sheet of the Group as at 30 June 2017 and unaudited consolidated balance sheet of the Group as at 30 September 2017 are set out below:

	As at 30 June 2017 S\$'000	As at 30 September 2017 S\$'000
ASSETS		
Current assets		
Cash and cash equivalents	1,198	2,669
Financial assets, at fair value through profit or loss	15,024	13,933
Trade and other receivables	13,022	11,183
Other current assets	399	445
Available-for-sale financial assets	2,000	2,000
	31,643	30,230
Non-current assets		
Property, plant and equipment	574	493
Intangible assets	1,096	1,065
	1,670	1,558
Total assets	33,313	31,788
LIABILITIES		
Current liabilities		
Trade and other payables	5,205	5,223
Current income tax liabilities	16	16
	5,221	5,239
Non-current liabilities		
Provisions	204	204
Deferred income tax liabilities	21	16
	225	220
Total liabilities	5,446	5,459
Net assets	27,867	26,329

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

	As at 30 June 2017 S\$'000	As at 30 September 2017 S\$'000
EQUITY		
Capital and reserves attributable to equity holders of the Company		
Share capital	161,334	161,334
Foreign currency translation reserve	(15,939)	(15,939)
Accumulated losses	(117,528)	(119,066)
Total equity	27,867	26,329

For illustrative purposes only, the following is an analysis of the financial effects of the Rights cum Warrants Issue on the consolidated Net Asset Value (the "NAV") per Share of the Group, which is based on the audited consolidated financial statements of the Group as at 30 June 2017 and unaudited consolidated financial statements of the Group as at 30 September 2017:

	As at 30 June 2017	As at 30 September 2017
As at balance sheet date		
NAV attributable to Shareholders (S\$'000)	27,867	26,329
Number of Shares in thousands	3,892,650	3,892,650
NAV per Share (cents)	0.72	0.68
After the Rights cum Warrants Issue but before the exercise of New Warrants		
<u>Minimum Subscription Scenario</u>		
NAV attributable to Shareholders (S\$'000)	27,867	26,329
Add: Net proceeds (before the exercise of any Warrants) from the Rights cum Warrants Issue (S\$'000)	22,406	22,406
Adjusted NAV attributable to Shareholders (S\$'000)	50,273	48,735
Number of Shares after the Rights cum Warrants issue in thousands	11,677,950	11,677,950
Adjusted NAV per Share (cents)	0.43	0.42
<u>Minimum Subscription Scenario (only Mr. Oei)</u>		
NAV attributable to Shareholders (S\$'000)	27,867	26,329
Add: Net proceeds (before the exercise of any Warrants) from the Rights cum Warrants Issue (S\$'000)	22,406	22,406
Adjusted NAV attributable to Shareholders (S\$'000)	50,273	48,735
Number of Shares in thousands	11,677,950	11,677,950
Adjusted NAV per Share (cents)	0.43	0.42
<u>Maximum Subscription Scenario</u>		
NAV attributable to Shareholders (S\$'000)	27,867	26,329
Add: Proceeds from exercise of Existing Warrants	20,798	20,798
Add: Net proceeds (before the exercise of any Warrants) from the Rights cum Warrants Issue (S\$'000)	42,661	42,661
Adjusted NAV attributable to Shareholders (S\$'000)	91,326	89,788
Number of Shares in thousands	21,805,504	21,805,504
Adjusted NAV per Share (cents)	0.42	0.41

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

	As at 30 June 2017	As at 30 September 2017
<u>Maximum Subscription Scenario (only Mr. Oei)</u>		
NAV attributable to Shareholders (S\$'000)	27,867	26,329
Add: Proceeds from exercise of Existing Warrants	20,798	20,798
Add: Net proceeds (before the exercise of any Warrants) from the Rights cum Warrants Issue (S\$'000)	22,406	22,406
Adjusted NAV attributable to Shareholders (S\$'000)	71,071	69,533
Number of Shares in thousands	15,053,801	15,053,801
Adjusted NAV per Share (cents)	0.47	0.46
<u>Maximum Subscription Scenario (Concert Party Group)</u>		
NAV attributable to Shareholders (S\$'000)	27,867	26,329
Add: Proceeds from exercise of Existing Warrants	20,798	20,798
Add: Net proceeds (before the exercise of any Warrants) from the Rights cum Warrants Issue (S\$'000)	26,850	26,850
Adjusted NAV attributable to Shareholders (S\$'000)	75,515	73,977
Number of Shares in thousands	16,535,193	16,535,193
Adjusted NAV per Share (cents)	0.46	0.45
After the Rights cum Warrants Issue and after the exercise of all Warrants		
<u>Minimum Subscription Scenario</u>		
NAV attributable to Shareholders (S\$'000)	50,273	48,735
Add: Proceeds from the exercise of all Warrants (S\$'000)	23,356	23,356
Adjusted NAV attributable to Shareholders (S\$'000)	73,629	72,091
Number of Shares in thousands	19,463,249	19,463,249
Adjusted NAV per Share (cents)	0.38	0.37
<u>Minimum Subscription Scenario (only Mr. Oei)</u>		
NAV attributable to Shareholders (S\$'000)	50,273	48,735
Add: Proceeds from the exercise of all Warrants (S\$'000)	23,356	23,356
Adjusted NAV attributable to Shareholders (S\$'000)	73,629	72,091
Number of Shares in thousands	19,463,249	19,463,249
Adjusted NAV per Share (cents)	0.38	0.37
<u>Maximum Subscription Scenario</u>		
NAV attributable to Shareholders (S\$'000)	91,326	89,788
Add: Proceeds from the exercise of all Warrants (S\$'000)	43,611	43,611
Adjusted NAV attributable to Shareholders (S\$'000)	134,937	133,399
Number of Shares in thousands	36,342,506	36,342,506
Adjusted NAV per Share (cents)	0.37	0.37
<u>Maximum Subscription Scenario (only Mr. Oei)</u>		
NAV attributable to Shareholders (S\$'000)	71,071	69,533
Add: Proceeds from the exercise of all Warrants (S\$'000)	23,356	23,356
Adjusted NAV attributable to Shareholders (S\$'000)	94,427	92,889
Number of Shares in thousands	22,839,101	22,839,101
Adjusted NAV per Share (cents)	0.41	0.41

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

	As at 30 June 2017	As at 30 September 2017
<hr/>		
<i>Maximum Subscription Scenario (Concert Party Group)</i>		
NAV attributable to Shareholders (S\$'000)	75,515	73,977
Add: Proceeds from the exercise of all Warrants (S\$'000)	27,800	27,800
Adjusted NAV attributable to Shareholders (S\$'000)	103,315	101,777
Number of Shares in thousands	25,801,885	25,801,885
Adjusted NAV per Share (cents)	0.40	0.39

5. **The data referred to in paragraph 4 of this Part shall include the line items in the audited or interim balance sheet of the relevant entity or the group, as the case may be, and shall in addition include the following items:**

- (a) **number of shares after any adjustment to reflect the sale of new securities;**
 - (b) **net assets or liabilities per share; and**
 - (c) **net assets or liabilities per share after any adjustment to reflect the sale of new securities.**
-

Noted. Please see paragraph 4 of this Part V.

Liquidity and Capital Resources

6. **Provide an evaluation of the material sources and amounts of cash flows from operating, investing and financing activities in respect of–**

- (a) **the most recent completed financial year for which financial statements have been published; and**
 - (b) **if interim financial statements have been published for any subsequent period, that period.**
-

The audited consolidated statement of cash flow of the Group for FY2017 and unaudited consolidated statement of cash flow of the Group for 1QFY2018 are set out below:

	FY2017 S\$'000	1QFY2018 S\$'000
<hr/>		
Cash flows from operating activities		
Total loss	(6,588)	(1,538)
<i>Adjustments for:</i>		
Income tax expense/(credit)	72	(5)
Interest income	(268)	(68)
Depreciation of property, plant and equipment	260	82
Amortisation of intangible assets	122	31
Property, plant and equipment written-off	119	-
Dividend income	(662)	(185)
Loss on disposal of subsidiary corporations	377	-
	<hr/>	<hr/>
	(6,568)	(1,683)

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

	FY2017 S\$'000	1QFY2018 S\$'000
Changes in working capital, net of effects from disposal of subsidiary corporations		
Trade and other receivables	427	1,907
Financial assets, at fair value through profit or loss	(688)	1,091
Other current assets	(25)	(46)
Trade and other payables	9,778	18
Cash generated from operations	2,924	1,287
Income tax paid	(79)	-
Net cash provided by operating activities	2,845	1,287
Cash flows from investing activities		
Additions to property, plant and equipment	(418)	(1)
Disposal of subsidiary corporations, net of cash disposed of	(14,313)	-
Dividend received	662	185
Net cash (used in)/from investing activities	(14,069)	184
Cash flows from financing activity		
Proceeds from exercise of warrants	9	-
Net cash from financing activity	9	-
Net (decrease) / increase in cash and cash equivalents	(11,215)	1,471
Cash and cash equivalents at beginning of financial year/period	12,078	1,198
Effects of currency translation on cash and cash equivalents	335	-
Cash and cash equivalents at end of financial year/period	1,198	2,669

A review of the cash flow position for the Group for FY2017 and 1QFY2018 is set out below:

FY2017

The net cash provided by operating activities of S\$2.8 million resulted from a positive change in working capital of S\$9.5 million. It was offset by an operating loss before working capital changes of S\$6.6 million and income tax paid amounting to S\$79,000.

The net cash used in investing activities of S\$14.1 million was mainly attributable to the cash outflow from the disposal of subsidiary corporation of S\$14.3 million.

As at 30 June 2017, cash and cash equivalents amounted to S\$1.2 million.

1QFY2018

In 1QFY2018, the Group recorded an increase of S\$1.5 million in cash and cash equivalents. The increase was due mainly to net cash from operating activities of S\$1.2 million and dividends received of S\$185,000.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

The Group reported a positive change in working capital in 1QFY2018 attributable mainly to the decrease in trade and other receivables of S\$1.9 million and financial assets, at fair value through profit or loss of S\$1.1 million.

As at 30 September 2017, cash and cash equivalents amounted to S\$2.7 million.

-
7. **Provide a statement by the directors or equivalent persons of the relevant entity as to whether, in their reasonable opinion, the working capital available to the relevant entity or, if it is the holding company or holding entity of a group, to the group, as at the date of lodgement of the offer information statement, is sufficient for present requirements and, if insufficient, how the additional working capital considered by the directors or equivalent persons to be necessary is proposed to be provided.**
-

As at the date of lodgement of this Offer Information Statement, the Directors are of the reasonable opinion that, after taking into consideration the present bank facilities, the working capital available to the Group is sufficient to meet its present requirements.

-
8. **If the relevant entity or any other entity in the group is in breach of any of the terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect the relevant entity's financial position and results or business operations, or the investments by holders of securities in the relevant entity, provide—**
- (a) **a statement of that fact;**
 - (b) **details of the credit arrangement or bank loan; and**
 - (c) **any action taken or to be taken by the relevant entity or other entity in the group, as the case may be, to rectify the situation (including the status of any restructuring negotiations or agreement, if applicable).**
-

To the best knowledge of the Directors, as at the date of this Offer Information Statement, the Directors are not aware of any breach by any entity in the Group of any terms and conditions or covenants associated with any credit arrangement or bank loan, which could materially affect the relevant entity's financial position and results or business operations, or the investments by holders of securities in the relevant entity.

Trend Information and Profit Forecast or Profit Estimate

9. **Discuss, for at least the current financial year, the business and financial prospects of the relevant entity or, if it is the holding company or holding entity of a group, the group, as well as any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on net sales or revenues, profitability, liquidity or capital resources, or that would cause financial information disclosed in the offer information statement to be not necessarily indicative of the future operating results or financial condition. If there are no such trends, uncertainties, demands, commitments or events, provide an appropriate statement to that effect.**
-

The discussion on the business and financial prospects of the Group as set out herein may contain forward-looking statements, and are subject to certain risks. Please refer to the section entitled "Cautionary Note on Forward-Looking Statements" of this Offer Information Statement for further details.

Save as disclosed below and in this Offer Information Statement, and barring unforeseen circumstances, the Directors are not aware of any known trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect on net sales or

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

revenues, profitability, liquidity or capital resources, or that would cause financial information disclosed in this Offer Information Statement to be not necessarily indicative of the future operating results or financial condition of the current financial year.

Risk Factors

To the best of the Directors' knowledge and belief as at the Latest Practicable Date, the risk factors that are material to Shareholders and prospective investors in making an informed judgment on the Rights cum Warrants Issue (save for those which have already been disclosed to the general public) are set out below. Shareholders and prospective investors should carefully consider and evaluate each of the following considerations and all other information contained in this Offer Information Statement before deciding to invest in the Rights Shares, the Warrants and/or the Warrant Shares. The Group could be affected by a number of risks that may relate to the industries and countries in which the Group operates as well as those that may generally arise from, *inter alia*, economic, business, market and political factors, including the risks set out herein.

The risks described below are not intended to be exhaustive. There may be additional risks not presently known to the Group, or that the Group may currently deem immaterial, which could affect its operations. If any of the following considerations and uncertainties develop into actual events, the business, financial condition, results of operations and prospects of the Company and the Group could be materially and adversely affected. In such event, the trading price of the Shares, the Rights Shares and/or the Warrants could decline due to any of these considerations and uncertainties, and Shareholders and investors may lose all or part of their investment in the securities of the Company.

RISKS RELATING TO THE GROUP

(a) The Group has no prior track record and operating experience in the New Business

The Group does not have a prior track record in the carrying out or implementation of the New Business. There is no assurance that the Group's foray into the New Business will be commercially successful and that the Group will be able to derive sufficient revenue to offset the capital and start-up costs as well as operating costs arising from the New Business. The New Business may require high capital commitment and may expose the Group to unforeseen liabilities or risks associated with its entry into new markets and new businesses.

The New Business involves business risks including the financial costs of setting up new operations, capital investments and maintaining working capital requirements. If the Group does not derive sufficient revenue from or does not manage the costs of the New Business effectively, the overall financial position and profitability of the Group may be adversely affected.

The Group will also be exposed to the risks associated with a different competitive landscape and a different operating environment. In particular, the Group will be affected by factors affecting the property market in the regions where the Group ventures into, as well as the trends and developments affecting the building and construction industry in general. The building and construction industry is in turn affected by general economic conditions, changes in interest rates and relevant government policies and measures.

The Group's future plans with regard to the New Business may not be profitable, may not achieve sales levels and profitability that justify the investments made and may take a long period of time before the Group could realise any return. The New Business' activities may entail financial and operational risks, including diversion of management's attention and difficulty in recruiting suitable personnel, and a possible negative impact on the Group's existing business relationships with its existing clients under its existing business who may also be property developers themselves.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Further, such future plans and new initiatives could be capital intensive and could also result in potentially dilutive issuances of equity securities, the incurrence of capital commitments, debts and contingent liabilities as well as increased operating expenses, all of which may materially and adversely affect the financial performance of the Group. The Group may face significant financial risks before it can realise any benefits from its investments in the New Business.

(b) The Group is dependent on key management staff

The Group is, to a significant extent, dependent on its management team to manage its business and ensure its success. There is no assurance that the Group will be able to attract and retain the key members of the management team who has the necessary qualifications and experience to manage the business. The loss of any key member of the management team without any suitable and/or timely replacement may have a material adverse effect on the financial condition and results of operations of the Group.

(c) The Group may face competition from existing competitors and new market entrants in the New Business

The New Business is highly competitive, with strong competition from established industry participants who may have larger financial resources or a stronger track record. The properties which the Group will have an interest in will compete for tenants with other residential, office and commercial properties, including those that may be developed in the future. The Group will also compete with other property companies for property acquisitions and property-related investments, including suitable sites for new developments. The Group may not be able to provide comparable services at lower price or respond more quickly to market trend than potential or existing competitor who may have larger financial resources and stronger track records. Purchasers may opt for property development projects of future and existing competitors over the Group's development projects, thereby resulting in the Group's sales, business, financial position and performance being adversely affected. The income from, and market value of the properties in which the Group will have an interest, will largely depend on the ability of such properties to compete against other residential, office and commercial properties, in attracting prospective purchasers, and attracting and retaining prospective and current tenants. An increase in the number of competing residential, office and commercial properties, particularly in the areas where such properties are located, and a decline in real estate transactions and deterioration of foreign investment may result in lower prices for the Group's properties and developments, and decreased occupancy and rental rates for the Group's rental properties. Further, new competitors may enter the industry resulting in increased competition or saturation. There is no assurance that the Group can compete successfully against its existing or potential competitors now or in the future. To compete effectively, the Group will have to offer more competitive pricing or differentiate itself by adopting more innovative property designs and more creative marketing strategies. In the event that the Group fails to do so, the Group's business, financial condition, results of operations and prospect may be adversely affected.

(d) The Group is exposed to a range of economic, development and construction risks in the countries in which the Group will operate

The performance of the Group depends largely on the economic situation and the performance of the property industry, and is dependent on the continued expansion of the economies of the countries in which the Group will operate. There is no assurance that the property sector in each of the countries in which the Group operates will continue to grow. The property market in each of the countries in which the Group operates may be adversely affected by political, economic, regulatory, social or diplomatic developments affecting the respective property sectors generally. Changes in inflation, interest rates, taxation or other regulatory, economic, social or political factors affecting the countries in which the Group operates or any adverse developments in the supply, demand and prices of property in the property sector may have an adverse effect on the Group's business. The Group is also

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

subject to the cyclical nature of the property industry. Should the economy or the property market experience a downturn, the performance of the Group may be adversely affected. This may also materially and adversely affect the Group's business operations, financial performance and financial condition.

In addition, as the gestation period for a property development project is long, typically between two (2) to three (3) years, depending on the size and complexity of the development, any downturn in the economy or the property market, or changes in government regulations, during the course of a development project may affect the profitability of such development project, thereby adversely affecting the Group's financial performance.

The implementation of a development project or asset enhancement initiative, as well as the time and costs required to complete a development project or asset enhancement initiative may be adversely affected by various factors, including, but not limited to:

- (i) Delays or inability to obtain all necessary zoning, land use, building, development and other required government and regulatory licenses, permits, approvals and authorisations;
- (ii) Construction risks, which include, delays in construction and cost overruns whether from variation to original design plans or any other reasons, a shortage or increase in cost of construction and building materials;
- (iii) Equipment or labour as a result of rising commodity prices or inflation or otherwise, inclement weather conditions, unforeseen engineering, environment or geological problems, defective materials or building methods, default by contractors and other third party service and goods providers of their obligations, or financial difficulties faced by such persons, disputes between counterparties to a construction related contract, work stoppages, strikes, accidents, among others;
- (iv) The need to make significant capital expenditure without receiving revenue from these properties until future periods; and
- (v) Uncertainties as to market demand or a loss of market demand whether resulting from a downturn in the economy, a change in the surrounding environment of the project, including the location or operation of transportation hubs or the population density, or otherwise.

Such delays may result in the Group incurring additional costs, thus affecting the profitability of the Group.

(e) The Group's business is subject to various government regulations

The property development industry is subject to various laws and government regulations. In particular, regulatory approvals may be required for, among other things, land acquisition or divestment, development planning and design, construction, renovation and assets enhancement, and mortgage financing and refinancing. Such approvals may stipulate, among other things, maximum periods for the commencement of development of land. The governments of the countries which the Group intends to operate in may also restrict the level, percentage and manner of foreign ownership and investment in property. Some of these laws and regulations are at times ambiguous, and their interpretations and applications can be inconsistent or uncertain, making compliance with them challenging, which may be potentially detrimental to the Group.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

If the Group fails to obtain the relevant approvals or comply with the applicable laws and regulations, the Group may be subject to penalties, have its licenses or approval revoked, or lose its rights to own, develop or manage its properties, and the Group business, among other things, any or all of which could have a material and adverse impact on the Group's business, financial condition, results of operations and prospects.

In addition, in order to develop and complete a property development, a property developer may be required to obtain various permits, licenses, certificates and other approvals from the relevant administrative authorities at various stages of the property development process ("**Permits**"), including but not limited to, land use rights certificates, planning permits, construction permits, pre-sale permits and certificates or confirmation of completion and acceptance. Such Permits are dependent on the satisfaction of certain conditions; in some circumstances, the Group may apply or may have applied for Permits in parallel with preliminary construction activities. The Group cannot give assurance it is able to fulfil the conditions required for obtaining the Permits, especially as new laws, regulations or policies may come into effect from time to time with respect to the property industry in general or the particular processes with respect to the granting of Permits. If the Group fails to obtain relevant Permits for the New Business, any proposed investment may not proceed as scheduled, and the Group's business, financial condition, results of operations and prospect may be adversely affected.

Further, any changes in applicable laws and regulations could result in higher compliance costs and adversely affect the operations of the Group. There is no assurance that any changes in the applicable laws and regulations will not have an adverse effect on the financial performance of the Group.

Changes in government regulations may also result in the Group being unable to complete any property development project, or sell any completed property development project or purchased property at a profit, or at all. This may adversely affect the financial position of the Group.

(f) The Group is exposed to risks associated with acquisitions, joint ventures and strategic alliances

Depending on available opportunities, feasibility and market conditions, the Group's expansion into the New Business may involve acquisitions, joint ventures or strategic alliances with third parties in overseas market that the Group intends to focus on. There is no assurance that such acquisitions, joint ventures, strategic alliances or the joint management of such enterprises will be successful.

Participation in joint ventures, strategic alliances, acquisitions or other investment opportunities involves numerous risks, including the possible diversion of management attention and loss of capital or other investments deployed in such ventures, alliances, acquisitions or opportunities.

Furthermore, the Group may rely on its joint venture partners at the initial stage of its foray into the New Business and there is a risk that any of the joint venture partners may fail to perform by not possessing the adequate experience or skill set expected of them or experience financial or other difficulties which may affect their ability to carry out contractual obligations, thus resulting in additional costs to the Group. In such events, the Group's financial performance may be adversely affected.

(g) The Group's property development projects and property enhancement works projects may be dependent on the services rendered by third party contractors

The Group may rely on third party contractors and sub-contractors to construct its development projects under the New Business to provide various services for the property development and property enhancement works projects, including building construction

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

works, piling and foundation works, structural works, architectural works and/or engineering works. The services rendered by the Group's contractors may not be satisfactory to the Group or meet the Group's requirements for quality.

Accordingly, it is subject to construction risks such as the failure of third party contractors to carry out their contractual obligations, failure of third party contractors to bear cost overruns, and any other unforeseen circumstances which may have an adverse impact on its financial performance. Furthermore, the contractors engaged may experience financial or other difficulties that may affect their ability to carry out the works, thus delaying the completion of or failing to complete the development projects and resulting in additional costs or exposures to the risk of liquidated damages to the Group. In the event of any loss or damage which arises from the default of such contractors, the Group may have to incur losses to rectify such defects, materially and adversely affecting the Group's financial performance and financial condition.

(h) The Group may be subject to risks in relation to pre-sale policies for properties under development

The practice of pre-sales (that is, selling properties under construction prior to the receipt of construction completion and examination certificate) is dependent upon whether local legislation in such jurisdiction in which the Group is developing its property permits such pre-sales. Should pre-sales not be permitted under such local legislation, the ability of the Group to earn income prior to the receipt of construction completion and examination certificate may be impeded. This may adversely affect the Group's cash flows, revenue and profitability.

Should pre-sales be permitted under local legislation, the Group may be exposed to certain risks relating to the pre-sale of properties. In the event of a failure or delay in the delivery of pre-sold properties to purchasers, the Group may be liable for potential losses that purchasers may suffer as a result. There is no guarantee that these losses will not exceed the purchase price paid in respect of the pre-sold units. Failure to complete a property development on time may be attributed to factors such as the time taken and costs involved in completing construction, which are in turn adversely affected by factors such as delays in fitting out works, shortages of labour, adverse weather conditions or natural disasters.

If the delay in delivery extends beyond the contractually specified period, the purchasers may also be entitled to terminate the pre-sale agreements and claim refunds of monies paid, damages and/or compensation for late delivery. There is no assurance that there will be no circumstances which will result in liabilities arising from pre-sale arrangements which have experienced significant delays in completion or delivery, resulting in the Group having to compensate purchasers for late delivery, or refund of monies paid *in situations* where purchasers have terminated the sale and purchase agreements. This will adversely affect the Group's business and financial performance.

(i) The Group may face potential liability and claims from property development and property enhancement works projects

The time required for the completion of a property development or a property enhancement works project depends on various factors, including the size of the project, prevailing market conditions and availability of recourses. Delays may arise due to various factors, including adverse weather conditions, natural calamities, power failure, machinery and equipment breakdown, shortage of construction materials, shortage of labour, accidents, cessation of business of the Group's contractors, disputes with contractors and unexpected delay in obtaining required approvals. Such delays may result in cost overruns and increased financing costs and accordingly affect the Group's profitability or lead to claims for liquidated damages from purchasers of the properties or clients for property enhancement works projects. Accidents during the course of construction may give rise to personal injuries and third party liability. The Group may face claims from purchasers and management corporations relating to delays and defective works under the New Business.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

In addition, the Group may be involved from time to time in disputes with various parties such as contractors, construction companies, consultants and other partners for various reasons, including differences in the interpretation of acceptable quality standards of workmanship, material used, adherence to contract specifications and costs of variation orders. These disputes may lead to legal and other proceedings. If the Group is unable to manage such risks, the Group's business and financial position will be affected if any compensation or damages is payable by the Group.

Claims may also be made against the Group by owners or occupiers of neighbouring properties in respect of the use of such properties. As such, the Group's business and financial position will be affected if the Group has to pay significant amounts of compensation or spend significant amounts of resources in legal costs in the event of legal proceedings. The Group's reputation may also be affected as a result of such proceedings.

(j) The Group's property development and property enhancement works projects may be adversely affected by cost overruns, increases in costs, shortages in the supply of workers, increases in hiring costs and/or increases in operating and other expenses

Unforeseen circumstances such as adverse soil conditions, unfavourable weather conditions, unanticipated construction constraints at worksites, increase in the costs of labour, construction materials, equipment, rental and sub-contracting services, unanticipated variations in labour and equipment productivity over the term of a development or corrective measures for poor workmanship may arise in the course of the projects which may result in additional unanticipated costs over and above the initial budget. Where these costs overruns cannot be passed onto customers, the Group may have to absorb the cost overruns and may suffer losses on the project. The Group's profitability and financial performance may be materially and adversely affected.

Furthermore, the construction of property development projects, addition and alteration works and building works is highly labour intensive, and is therefore vulnerable to any shortage in the supply of, or increases in costs of workers. Such changes in the supply of workers may result from changes in government policies and union strikes. In the event of any disruption to the supply of workers, or if the costs cannot be controlled, the overall construction costs may increase and the Group's financial performance may be materially and adversely affected.

The Company's ability to pay dividends to shareholders could be adversely affected if operating and other expenses related to the properties in which the Group has an interest increase without a corresponding increase in revenues. Factors which could increase operating and other costs include:

- (i) increases in property tax assessments and other statutory charges;
- (ii) increases in sub-contracted service costs;
- (iii) increases in labour costs;
- (iv) increases in repair and maintenance costs;
- (v) increases in rate of inflation;
- (vi) increases in insurance premiums; and
- (vii) increases in cost of utilities.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

(k) Fluctuation in property prices and the Group's ability to identify suitable land site and property development projects may have an adverse impact on the New Business and the Group's financial condition

The performance of the Group may be subjected to fluctuations in property prices as well as the availability of suitable land sites. Should property market prices suffer a downward trend, the Group's earnings may be adversely affected as the Group may have to postpone the sale of property development project units to a later date, if and when market condition improves. The Group may also have to sell its property development projects at lower prices, which in turn would adversely affect the Group's sales revenue and profit margin.

The Group can build up its land bank by scouting for and acquiring land sites appropriate for its property development projects via offers from private owners, by participating in property auctions and government land sales programmes as well as through third-party property agents. The Group will face competition for new land sites from other property developers and there is no assurance that suitable land sites will always be available to the group for the purposes of the New Business or that the Group will be able to secure sites at reasonable prices.

If the Group is not able to procure suitable land sites to carry out its property development projects, property development projects in less favourable locations may not be as marketable, resulting in the Group's sales volume and profitability being adversely affected. There is competition with other property developers for new land sites and there is no assurance that suitable sites will always be available for the purposes of the New Business of the Group.

The Group's performance is also dependent on its ability to identify profitable property development projects, and following such identification, to successfully complete such projects. The viability and profitability of the Group's property development projects are subject to fluctuation and are dependent on, *inter alia*, the demand for the Group's development projects, the pricing and number of property development projects and the overall schedules of the Group's projects which are in turn, to a large extent, affected by the market sentiment, market competition, general economic and property market conditions, as well as government regulations. Such projects may also be undermined by factors such as unexpected project delays, adverse changes in interest rates, construction costs, land costs, property prices and general economic conditions. Accordingly, there is no assurance that the Group will always be successful in identifying new property development projects or completing such property development projects under the best market conditions, as planned. There is also no assurance that a project, which may have been assessed by the Group to be profitable at the initial phases, will not turn out to be a loss-making asset or investment due to adverse changes in circumstances beyond the Group's control.

In the event that the Group is unable to source for and secure suitable land sites for property development or successfully complete the property development projects, the Group's business, financial condition, results of operations and prospects may be adversely affected.

(l) The Group faces the risk of expropriation of its properties in the countries in which it intends to operate in the future

The laws of countries in which the Group intends for its properties to be located and regions into which the Group may expand to, may allow their respective governments to various degrees, to compulsorily acquire land and buildings under certain circumstances, including if it is in the public interest to do so, and under circumstances where compensation may be less than the value of the relevant property or building.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

In the event that all or any part of the Group's land or property is compulsory acquired, the compensation paid in respect of the acquired property could be less than its market value or the price the Group has paid for acquiring the property which could adversely affect the Group's business, financial condition, results of operations and prospects.

(m) The Group faces the risk of material defects, breaches of laws and regulations and other deficiencies

There is no assurance that the reviews, surveys or inspections (or the relevant review, survey or inspection reports on which the Group would rely on) would have revealed all defects or deficiencies affecting properties that the Group has interests in. In particular, there is no assurance as to the absence of latent or undiscovered defects or deficiencies or inaccuracies in such reviews, surveys or inspections reports, any of which may have a material adverse impact on the business, financial condition and results of operations of the Group in relation to such properties. As such, the Group may be exposed to risks of incurring additional costs to carry out repairs to rectify such deficiencies, or litigations suits from third parties. For example, repair works carried out on tenanted units to rectify such latent defects may obstruct businesses of tenants, who may suffer losses as a result of such obstruction, and seek to claim such losses from the Group.

(n) Amenities and transportation infrastructure around the Group's properties may be closed or relocated

There is no assurance that the amenities and transportation infrastructure located around the properties which the Group has interests in will not be closed, relocated or terminated in the future. Such closure, relocation or termination may adversely affect the accessibility of such properties which will reduce the demand for the properties and decrease their market value and ability to attract high rental rates. The adverse effect on the demand, market value and the rental rates for the properties which the Group has interests in may adversely affect the business, financial condition, results of operations and/or prospects of the Group.

(o) Renovation work, repair and maintenance or physical damage to the Group's properties may disrupt its operations and collection of rental income or otherwise result in an adverse impact on its financial condition

The quality and design of the Group's properties directly influence the rental rates of and the demand for space in its properties. The Group's properties may need to undergo renovation from time to time to retain their attractiveness to tenants and may also require *ad hoc* maintenance or repairs in respect of faults or problems that may develop or because of new planning laws or regulations. The costs of maintaining the Group's properties and the risk of unforeseen maintenance or repair costs tend to increase over time as the Group's properties age. The business and operations of the Group's properties may suffer disruption as a result of renovation and it may not be possible to collect the full rate of, or, as the case may be, any rental income on the space affected by such renovation works. Such renovation works, coupled with the loss of rental income may adversely affect the Group's business, financial condition, results of operations and/or its prospects.

Physical damage to the Group's properties resulting from earthquakes, fire or other causes may lead to a significant disruption to the business and operations of its properties. Furthermore, tenants generally have the right to terminate their tenancies prematurely in the event that such physical damage (not caused by the tenants' negligence or default) persists for an extended periods of time. The foregoing may impose unbudgeted costs on the Group and may adversely affect its business, financial condition, results of operations and/or prospects.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

(p) The Group may be adversely affected by an outbreak of communicable diseases

An outbreak of infectious disease in the market where the operations of the Group's New Business are based may have an adverse impact on the Group's operations and the Group's financial performance. Market sentiment and consumer confidence could be affected and may lead to a deterioration of economic conditions. Further, in the event that the Group's employees or those of the Group's contractors or subcontractors are infected or suspected of being infected with any communicable disease, the Group may be required by health authorities to temporarily shut down the affected project sites and quarantine the relevant workers to prevent the spread of the disease. This will result in project delay and have an adverse impact on the Group's business and financial performance.

(q) Terrorist activities and other acts of violence or war could adversely affect the Group's financial condition, results of operations and prospects

Terrorist attacks and other acts of violence or war may adversely affect financial markets globally or the Group's operations directly. These acts could also cause a loss of business confidence and ultimately affect its businesses. In addition, the occurrence of any such activities in the countries in which it operates, or neighbouring countries, might raise concern about the stability in the region, which could adversely affect the Group's financial condition, results of operations and prospects.

(r) Potential for involvement in legal or other proceedings arising from the Group's operations in the New Business

The Group may be involved from time to time in disputes with various parties involved in the New Business. These parties include contractors, subcontractors, suppliers, construction companies, purchasers and other partners. These disputes may lead to legal and other proceedings. The Group may also have disagreements with regulatory bodies and these may subject the Group to administrative proceedings.

In the event that unfavourable decrees are determined by the courts or the regulatory bodies, the Group may suffer not only financial losses but also delay in the construction or completion of the Group's property development projects. In addition, as the main developer of residential developments such as condominium development projects and commercial development projects, the Group is exposed to the risk of legal suits, by either the management corporation or the Group's clients in respect of defective works in common areas and common property. In such an event, the Group may be liable for damages and incur legal costs, which will have an adverse effect on the Group's financial performance and financial condition.

(s) The Group is subject to the general risk of doing business overseas

The Group does not intend to restrict its growth strategy to any specific geographical markets but will in its initial foray, focus on opportunities in the Asia Pacific and North America region. As such, the Group is subject to the general risk of doing business overseas. These general risks include unexpected changes in regulatory requirements, difficult in staffing and managing foreign operations and contractors, social and political instability, fluctuations in currency exchange rates, potentially adverse tax consequences, legal uncertainty regarding legal liability or enforcement of legal rights, tariffs and other trade barriers, variable and unexpected changes in local law and barriers to the repatriation of capital or profits, any which could materially affect the overseas operations of the Group. These risks, if materialised, may affect the Group's business and financial condition.

In addition, if the governments of countries in which the Group operates tighten or otherwise adversely change their laws and regulations relating to the repatriation of their local currencies, it may affect the ability of the Group's overseas operations to repatriate profits to the Group and, accordingly, the cash flow of the Group may be adversely affected.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

(t) The Group may not be able to provide the capital investments needed to undertake the property development and property investment projects

Projects undertaken pursuant to the New Business will require substantial capital investments and cash outlay. While the company will carry out assessment including the availability and cost of financing prior to undertaking any projects, there is no assurance that financing, either on a short term or long term basis, will be made available or, if available, that such financing will be obtained on commercially reasonable terms, in which event the Group's future plans and growth prospects will be adversely affected. Further, any additional debt funding is subject to interest payments and interest rate fluctuations, and may restrict the Group's freedom to operate its business as it may be have conditions that:

- (i) limit the Group's ability to pay dividends or require the Group to seek consents for the payment of dividends;
- (ii) increase the Group's vulnerability to general adverse economic and industry conditions;
- (iii) require the Group to indicate a portion of the Group's cash flow from operations to repayments of its debt, thereby reducing the availability of the Group's cash flow for capital expenditures, working capital and other general corporate purposes; and/or
- (iv) limit the Group's flexibility in planning for, or reacting to, changes in the Group's business and industry.

Further, an issue of Shares or other securities to raise funds will dilute Shareholders' equity interests and may, in the case of a rights issue, require additional investments by Shareholders. An issue of Shares below the then prevailing market price will also affect the value of Shares then held by investors. In any case, a dilution in Shareholders' equity interests will occur even if the issue of Shares is at premium to then prevailing market price.

(u) The Group may be faced with limited availability of funds and is subject to financing risks

The Group requires financial resources to fund working capital requirements and support future growth of the New Business. There can be no assurance that the Group will be able to generate sufficient funds internally from its own operations, or secure adequate external financing, either on a short-term or a long-term basis, or obtain such financing on terms which are favourable to the Group. Factors that could affect the Group's ability to procure financing include market disruption risks which may adversely affect the liquidity, interest rates and the availability of funding sources. In the event that the Group is unable to secure sufficient financial resources for the New Business, its business, financial performance, financial condition and operating cash flow may be adversely affected.

(v) The Group's ability to borrow in the bank or capital markets may be adversely affected by a financial crisis

The Group's ability to borrow from banks or the capital markets to meet its financial requirements is dependent on favourable market conditions. Financial crises in particular geographic regions, industries or economic sectors have, in the recent past, led and could in the future lead to sharp declines in the currencies, stock markets and other asset prices in those geographic regions, industries or economic sectors, in turn threatening affected companies, financial systems and economies. Any market slowdown may adversely impact the Group's ability to borrow from the bank or capital markets and may significantly increase the costs of such borrowing. If sufficient sources of financing are not available in future for these or other reasons, the Group's business, financial condition, results of operations and prospects may be adversely affected.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

(w) The Group may not be able to generate adequate returns on its properties held for investment

Property investment is subject to varying degrees of risks. The investment returns available from investments in property depend primarily on the amount of capital appreciation generated, the income earned from the rental of the relevant properties and expense incurred. The revenue derived from the disposal of such investment properties will depend on market conditions and levels of liquidity, which may be subject to significant fluctuation.

The revenue derived from the rental of the relevant properties may be adversely affected by a number of factors, including but not limited to changes in market rates for comparable rentals, the inability to secure renewal of tenancies from tenants, the inability to collect rent due to bankruptcy or insolvency of tenants and the cost from ongoing maintenance, repair and re-letting. In the event that the Group acquires property for investment and if the Group is unable to generate adequate returns from such investment properties that it acquires, its financial condition and results of operations may be adversely affected.

(x) Unsold property assets are relatively illiquid

The investment returns available from the property development and property investment business depend, to a large extent, on the amount of capital appreciation generated. The ability to eventually dispose of property at a profit will depend on market conditions and levels of liquidity, which may be limited or subject to significant fluctuations. In the event that the Group is unable to sell a significant proportion of the properties it develops under the New Business, the Group's financial performance will be materially and adversely affected.

Furthermore, the residential properties developed and land sites acquired by the Group, as well as unsold properties which the Group continues to hold for sale post-completion, are relatively illiquid. The illiquidity of the Group's property assets may limit the Group's ability to convert these assets into cash on short notice. Such illiquidity may also have a negative effect in determining the selling prices of the unsold completed property development assets in the future in the event that the Group requires an urgent sale of these assets, and limits the Group's ability to vary its portfolio of property held for sale in response to changes in economic, political, social or regulatory conditions in a timely manner. In such event, the Group's business, financial condition, results of operations and prospects may be materially and adversely affected.

(y) The Group is exposed to foreign exchange transaction risks

As the Company's functional and presentation currency is denominated in S\$, any fluctuations in currency exchange rates may affect the Group's profitability and financial position. For example, any appreciation of the foreign currencies will lead to higher developmental and labour costs which may affect the Group's profitability. Any appreciation of foreign currencies against the S\$ may also affect the price of the Group's property units, which will have a corresponding impact on the demand for such units. Additionally, revenue derived from the sale of property units overseas which is denominated in foreign currencies may have adverse impact on the Group's operating results if there is unfavourable fluctuation of the foreign currencies against the S\$. This may also affect the profitability of the Group.

(z) There may be a decline in property values from time to time

Valuation of the Group's property conducted by professional valuers are based on certain assumptions and are not intended to be a prediction of, and may not accurately reflect, the actual values of these assets. The inspections of the properties and other works undertaken in connection with a valuation exercise may not identify all material defects, breaches of contracts, laws and regulations, and other deficiencies and factors that could affect the valuation.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

In addition, unfavourable changes to the economic or regulatory environment or other relevant factors may negatively affect the premises upon which the valuations are based and hence, the conclusions of such valuations may be adversely or be realised at the valuations or property values which were recorded.

The Group may apply fair value accounting standards in valuing its property. The value of the property of the Group may fluctuate from time to time due to market and other conditions. Such adjustments to the fair value of the properties in the Group's portfolio could have an adverse effect on the net asset value and profitability of the Group.

(aa) The Group may be exposed to risk of loss and potential liabilities that may not be covered by insurance

While the Group will, where appropriate, obtain insurance policies to cover losses in respect of its assets and certain eventualities arising from the Group's business operations, the insurance obtained may not be sufficient to cover all potential losses, including losses arising from risks which are generally not insurable. These include losses arising from acts of God, earthquakes, war, civil disorder and acts of terrorism. Losses arising out of damage to the Group's assets covered by the insurance policies in excess of the amount they are insured may affect the Group's profitability. Committing additional costs to the relevant project for its completion in the event there are uninsured damages may also adversely affect the financial performance of the Group.

(bb) The Group is subject to health, safety and environment standards

Property developers and/or building contractors are subject to various laws and regulations relating to workplace health and safety and environment pollution control. The Group cannot predict future amendments, new enactments or more stringent administration of these health, safety and environment standards. Any changes in such regulations and/or standards may result in the Group incurring additional time and costs for the purposes of compliance. Further, any failure to comply with these regulatory standards at the Group's future project sites may result in fines, penalties, sanctions or temporary suspension resulting in project delays, which may have a material adverse effect in the Group's business operations and prospects.

(cc) The Group is subject to risks of late payment or no-payment by its clients or tenants

The Group faces uncertainties over the timeliness of client's payments and their solvency or creditworthiness in respect of purchases of the Group's property development properties or rental of its property investment properties. There is no assurance that the Group will be able to collect any progress payments or rental payments on a timely basis, or at all.

In the event that there are defaulting purchasers or a significant delay in collecting progress payments from purchasers or rental from tenants, the Group may face stress on its cash flow and a material increase in bad and doubtful debts, which may have an adverse impact on the Group's financial performance.

(dd) The Group may face exposure to potential liability arising from damages, injury or death due to accidents

Due to the nature of the operations of the New Business, there is a risk of accidents occurring to employees of main contractors or subcontractors on the project sites. These accidents may occur due to various reasons or as a result of non-compliance with safety rules and regulations. Depending on the severity of such accidents, the Group may be subject to inquiries and investigations by the relevant authorities and/or be issued stop work orders. In the event that the Group is found to be liable for such accidents, penalties or damages may be imposed against the Group.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

If any accidents are not covered by the Group's insurance policies, claims arising from such accidents are in excess of the Group's insurance coverage or if any of the Group's insurance claims are contested by any insurance company, the Group may be required to pay such compensation, which may have a material and adverse impact on the Group's financial performance. In addition, the payment by the Group's insurers of such insurance claims may result in increases in the premiums payable by the Group for such insurances. This will also increase the costs of the Group's operations and may adversely affect the Group's financial performance.

(ee) There is no assurance that the Group's future plans for the New Business will be successful

As part of the Group's future plans for the New Business, the Group intends to acquire land sites for development into residential, commercial or industrial property. These expansion plans will involve significant investments as well as additional working capital requirements. Such expansion plans may also divert the management's attention and expose the Group's business to unforeseen risks associated with the entering into new markets. There is no assurance that such expansion plans will be commercially successful or that the Group's profitability will increase or that the Group will not incur losses due to a potential increase in the Group's operating costs incurred to finance the growth and expansion.

The Group may also not be successful in integrating any acquired business and might not achieve the anticipated synergies or cost benefits. If the Group fails to achieve a sufficient level of revenue or if the Group's expansion plans result in performance problems with an acquired company, potential dilutive issuance of equity securities or the incurrence of debts, contingent liabilities, possible impairment charges related to goodwill or other intangible assets or any other unanticipated events or circumstances, the Group's future financial position and performance may be materially and adversely affected.

(ff) The Group is subject to risks inherent in investing in entities which it does not control and the manner in which it holds its investments and property interests

The Group may hold property investments through or make investments in entities that are not the Group's subsidiaries and over which the Group does not have majority control. The performance of these entities and the Group's share of their results are subject to the same or similar risks relating to the property investment business that affect the Group as described herein. There is no assurance that the Group will be able to influence the management, operation and performance of these entities through its voting rights, in a manner which would be favourable to the Group, or at all. If all or any of these entities were perform poorly, the Group's overall business, financial condition, results of operations and prospects may be adversely affected.

(gg) The property market in countries in which the Group operates may be volatile

The Group is subject to property market conditions in the countries in which it operates. Many social, economic, political and other factors may affect the development of the property market. The property market in the countries in which the Group intends to operate may be volatile and experience oversupply and property price fluctuations. Changes in government policies in the countries in which the Group intends to operate may result in a change in market conditions, including price instability and imbalance of supply and demand, which may materially and adversely affect the business and financial condition and the results of operations of the Group. There is also no assurance that there will not be any over-development in the property sector in the areas where the Group's properties are located and other parts of the countries in which the Group operates in the future. Any future over-development in the property sector in the areas or countries where such properties are located may result in an over-supply of properties, and a fall in property prices as well as rental rates, which could adversely affect the business, financial condition and results of operations of the Group.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

RISKS FACTORS RELATING TO THE SECURITIES OF THE COMPANY

- (a) Investments in securities quoted on Catalist involve a higher degree of risk and can be less liquid than shares quoted on the Main Board of the SGX-ST**

The Company is a company listed on Catalist, a listing platform primarily designed for fast-growing and emerging or smaller companies which generally involve higher investment risk compared to larger or more established companies on the Main Board of the SGX-ST. In particular, companies may list on Catalist without a track record of profitability and there is no assurance that there will be a liquid market in the securities traded on Catalist. The Catalist was established at the beginning of 2008 and its future success and liquidity in the market for the Shares cannot be guaranteed.

- (b) The Company's Share price may fluctuate**

There is no assurance that the market price for the Shares will not fluctuate significantly and rapidly as a result of certain factors, some of which are beyond the Company's control. Examples of such factors include, *inter alia*, (i) variation(s) of its operating results; (ii) changes in securities analysts' estimates of the Group's financial performance; (iii) additions or departures of key personnel; (iv) fluctuations in stock market prices and volume; (v) involvement in litigation; and (vi) general economic and stock market conditions.

- (c) Shareholders who do not or are not able to accept their provisional allotment of Rights Shares with Warrants will experience a dilution in their ownership of the Company**

In the event that Entitled Shareholders do not or are not able to accept their provisional allotment of Rights Shares with Warrants, their proportionate ownership of the Company will be reduced. They may also experience a dilution in the value of their Shares. Even if the Entitled Shareholder sells his Rights, or such Rights are sold on his behalf, the consideration he receives may not be sufficient to compensate him fully for the dilution of his ownership of the Company as a result of the Rights cum Warrants Issue.

- (d) Investors may experience future dilution in the value of their Shares**

The Group may need to raise additional funds in the future to finance the repayment of borrowings, expansion of new developments relating to the Group's existing operations and/or to finance future investments. If additional funds are raised through the issuance by the Company of new Shares other than on a *pro rata* basis to existing Shareholders, the percentage ownership of existing Shareholders may be reduced and existing Shareholders may experience dilution in the value of their Shares.

- (e) Warrants may expire and become worthless**

The Warrants issued pursuant to the Rights cum Warrants Issue have an Exercise Period of sixty (60) months. In the event that the Warrants are not exercised by the end of the Exercise Period, they will expire and be worthless to the holders thereof.

- (f) Potential dilution in the event that Entitled Shareholders' Warrants are not exercised**

In the event that an Entitled Shareholder does not exercise any Warrants taken up under the Rights cum Warrants Issue while the other Warrants issued are exercised, such Entitled Shareholder's interest in the Company may be diluted or varied.

- (g) The Warrants may not be listed on SGX-ST**

Pursuant to Rule 826 of the Listing Manual, a sufficient spread of holdings is required to provide for an orderly market in the securities. As a guide, SGX-ST expects at least 100 warrant holders for a class of company warrants.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

If the Warrants are not sufficiently subscribed, it may not meet the spread of holdings of at least 100 warrant holders. Shareholders should note that in the event permission is not granted by the SGX-ST for the listing and quotation of the Warrants due to an inadequate spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants, holders of Warrants will not be able to trade their Warrants on the SGX-ST. The Company shall nevertheless proceed with and complete the Rights cum Warrants Issue in such an event.

(h) The Warrants have never been publicly traded and there may not be an active or liquid market for the Warrants

There is no assurance that there will be an active or liquid market for the Warrants because prior to this offering, there has been no public market for the Company's Warrants. The Company is unable to predict the extent to which a trading market will develop, if at all, or how liquid that market may become. Further, the demand for the Warrants, its price fluctuations as well as trading volume may vary from that of the Shares.

(i) The price of the Shares may be volatile

The global financial markets have experienced significant price and volume fluctuations and market prices of shares may continue to be volatile. Volatility in the price of the Shares may be caused by factors outside the Group's control and may be unrelated or disproportionate to the Group's operating results.

Examples of such factors include but are not limited to:

- changes in securities analysts' estimates of the Group's financial performance;
- fluctuations in stock market prices and volume; and
- economic, stock and credit market conditions.

Any of these events could result in a decline in the price of the Shares during and after the Rights cum Warrants Issue.

10. Where a profit forecast is disclosed, state the extent to which projected sales or revenues are based on secured contracts or orders, and the reasons for expecting to achieve the projected sales or revenues and profit, and discuss the impact of any likely change in business and operating conditions on the forecast.

Not applicable, because there is no profit forecast disclosed.

11. Where a profit forecast or profit estimate is disclosed, state all principal assumptions, if any, upon which the directors or equivalent persons of the relevant entity have based their profit forecast or profit estimate, as the case may be.

Not applicable, because there is no profit forecast or profit estimate disclosed.

12. Where a profit forecast is disclosed, include a statement by an auditor of the relevant entity as to whether the profit forecast is properly prepared on the basis of the assumptions referred to in paragraph 11 of this Part, is consistent with the accounting policies adopted by the relevant entity, and is presented in accordance with the accounting standards adopted by the relevant entity in the preparation of its financial statements.

Not applicable, because there is no profit forecast disclosed.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

13. Where the profit forecast disclosed is in respect of a period ending on a date not later than the end of the current financial year of the relevant entity, provide in addition to the statement referred to in paragraph 12 of this Part–
- (a) a statement by the issue manager to the offer, or any other person whose profession or reputation gives authority to the statement made by him, that the profit forecast has been stated by the directors or equivalent persons of the relevant entity after due and careful enquiry and consideration; or
 - (b) a statement by an auditor of the relevant entity, prepared on the basis of his examination of the evidence supporting the assumptions referred to in paragraph 11 of this Part and in accordance with the Singapore Standards on Auditing or such other auditing standards as may be approved in any particular case by the Authority, to the effect that no matter has come to his attention which gives him reason to believe that the assumptions do not provide reasonable grounds for the profit forecast.

Not applicable, because there is no profit forecast disclosed.

14. Where the profit forecast disclosed is in respect of a period ending on a date after the end of the current financial year of the relevant entity, provide in addition to the statement referred to in paragraph 12 of this Part–
- (a) a statement by the issue manager to the offer, or any other person whose profession or reputation gives authority to the statement made by him, prepared on the basis of his examination of the evidence supporting the assumptions referred to in paragraph 11 of this Part, to the effect that no matter has come to his attention which gives him reason to believe that the assumptions do not provide reasonable grounds for the profit forecast; or
 - (b) a statement by an auditor of the relevant entity, prepared on the basis of his examination of the evidence supporting the assumptions referred to in paragraph 11 of this Part and in accordance with the Singapore Standards on Auditing or such other auditing standards as may be approved in any particular case by the Authority, to the effect that no matter has come to his attention which gives him reason to believe that the assumptions do not provide reasonable grounds for the profit forecast.

Not applicable, because there is no profit forecast disclosed.

Significant Changes

15. Disclose any event that has occurred from the end of–
- (a) the most recent completed financial year for which financial statements have been published; or
 - (b) if interim financial statements have been published for any subsequent period, that period, to the latest practicable date which may have a material effect on the financial position and results of the relevant entity or, if it is the holding company or holding entity of a group, the group, or, if there is no such event, provide an appropriate negative statement.

Save as disclosed in this Offer Information Statement and in all public announcements made by the Company, the Directors are not aware of any event which has occurred since 30 June 2017 up to the Latest Practicable Date which may have a material effect on the financial position and results of the Group.

**SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF
INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005**

Meaning of “published”

- 16. In this Part, “published” includes publication in a prospectus, in an annual report or on the SGXNET.**
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Noted.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART VI – THE OFFER AND LISTING

Offer and Listing Details

- 1. Indicate the price at which the securities are being offered and the amount of any expense specifically charged to the subscriber or purchaser. If it is not possible to state the offer price at the date of lodgement of the offer information statement, the method by which the offer price is to be determined must be explained.**

The Issue Price for each Rights Share is S\$0.003, payable in full upon acceptance and application, with one (1) free detachable Warrant given with every one (1) Rights Share subscribed. The Issue Price represents a discount of approximately 25.0% to the last traded price of S\$0.004 for Shares traded on the SGX-ST on 30 August 2017, being the full market day immediately preceding the Announcement on which Shares were traded on the Catalist of the SGX-ST.

The Exercise Price for each Warrant is S\$0.003 per Warrant Share, payable in full upon exercise of the Warrants (subject to adjustments under certain circumstances as provided in the Deed Poll). The Exercise Price represents a discount of approximately 25.0% to the last traded price of S\$0.004 for Shares traded on the SGX-ST on 30 August 2017, being the full market day immediately preceding the Announcement on which Shares were traded on the Catalist of the SGX-ST. The Warrants will be issued free from the Rights Shares which are subscribed for. Each Warrant will, subject to the terms thereof, carry the right to subscribe for one (1) Warrant Share at the Exercise Price during the Exercise Period.

The expenses incurred in the Rights cum Warrants Issue will not be specifically charged to subscribers or purchasers of the Rights Shares with Warrants. However an administrative fee will be incurred for each successful application made through the ATMs of the respective Participating Banks.

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- 2. If there is no established market for the securities being offered, provide information regarding the manner of determining the offer price, the exercise price or conversion price, if any, including the person who establishes the price or is responsible for the determination of the price, the various factors considered in such determination and the parameters or elements used as a basis for determining the price.**

The Shares are, and the Rights Shares and Warrant Shares will be, traded on Catalist.

There is no established market for the Warrants. The Exercise Price of S\$0.003 for each Warrant Share was determined by the Company, after taking into consideration, *inter alia*, the market price of the Shares and the Exercise Period of the Warrants.

The Exercise Price represents a discount of approximately 25.0% to the last traded price of S\$0.004 for Shares traded on the SGX-ST on 30 August 2017, being the full market day immediately preceding the Announcement on which Shares were traded on the Catalist of the SGX-ST.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

3. If –
- (a) any of the relevant entity's shareholders or equity interest-holders have pre-emptive rights to subscribe for or purchase the securities being offered; and
 - (b) the exercise of the rights by the shareholder or equity interest-holder is restricted, withdrawn or waived, indicate the reasons for such restriction, withdrawal or waiver, the beneficiary of such restriction, withdrawal or waiver, if any, and the basis for the offer price.
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None of the Shareholders have pre-emptive rights to subscribe for the Rights Shares with Warrants.

As there may be prohibitions or restrictions against the offering of the Rights Shares with Warrants in certain jurisdictions, only Entitled Shareholders are eligible to participate in the Rights cum Warrants Issue. Please refer to the "Eligibility of Shareholders to Participate in the Rights cum Warrants Issue" section of this Offer Information Statement for further details.

4. If securities of the same class as those securities being offered are listed for quotation on any securities exchange –
- (a) in a case where the first-mentioned securities have been listed for quotation on the securities exchange for at least 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities –
 - (i) for each of the 12 calendar months immediately preceding the calendar month in which the latest practicable date falls; and
 - (ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date; or
 - (b) in a case where the first-mentioned securities have been listed for quotation on the securities exchange for less than 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities–
 - (i) for each calendar month immediately preceding the calendar month in which the latest practicable date falls; and
 - (ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date;
 - (c) disclose any significant trading suspension that has occurred on the securities exchange during the 3 years immediately preceding the latest practicable date or, if the securities have been listed for quotation for less than 3 years, during the period from the date on which the securities were first listed to the latest practicable date; and
 - (d) disclose information on any lack of liquidity, if the securities are not regularly traded on the securities exchange.
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The Warrants to be issued are of the same class as the 2013 Warrants, 2014 Warrants and 2015 Warrants. The 2013 Warrants, 2014 Warrants and 2015 Warrants are listed for quotation on the Catalyst.

The Rights Shares and the Warrant Shares to be issued upon any exercise of the Warrants are of the same class as the Shares and the Shares are listed for quotation on the Catalyst.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (a) The price range and volume of the 2013 Warrants traded on the SGX-ST over the last 12 months immediately preceding the Latest Practicable Date are as follows:-

	Price range		Volume
	Low (S\$)	High (S\$)	('000)
December 2016	-	-	-
January 2017	-	-	-
February 2017	-	-	-
March 2017	-	-	-
April 2017	-	-	-
May 2017	-	-	-
June 2017	-	-	-
July 2017	-	-	-
August 2017	-	-	-
September 2017	-	-	-
October 2017	-	-	-
November 2017	-	-	-
1 December 2017 to the Latest Practicable Date	-	-	-

The price range and volume of the 2014 Warrants traded on the SGX-ST over the last 12 months immediately preceding the Latest Practicable Date are as follows:-

	Price range		Volume
	Low (S\$)	High (S\$)	('000)
December 2016	-	-	-
January 2017	0.002	0.002	9,159
February 2017	-	-	-
March 2017	0.001	0.001	4,500
April 2017	0.002	0.002	806
May 2017	-	-	-
June 2017	-	-	-
July 2017	-	-	-
August 2017	-	-	-
September 2017	-	-	-
October 2017	-	-	-
November 2017	-	-	-
1 December 2017 to the Latest Practicable Date	-	-	-

The price range and volume of the 2015 Warrants traded on the SGX-ST over the last 12 months immediately preceding the Latest Practicable Date are as follows:-

	Price range		Volume
	Low (S\$)	High (S\$)	('000)
December 2016	-	-	-
January 2017	0.001	0.002	58,144
February 2017	0.002	0.003	17,078
March 2017	0.001	0.002	9,406
April 2017	0.002	0.002	7,980
May 2017	0.001	0.001	6,423
June 2017	-	-	-
July 2017	0.001	0.002	7,003
August 2017	0.001	0.001	550
September 2017	0.001	0.002	135,792
October 2017	-	-	-
November 2017	0.001	0.002	55,797
1 December 2017 to the Latest Practicable Date	-	-	-

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

The price range and volume of the Shares traded on the SGX-ST over the last 12 months immediately preceding the Latest Practicable Date are as follows:-

	Price range		Volume ('000)
	Low (S\$)	High (S\$)	
December 2016	0.004	0.006	10,331
January 2017	0.005	0.007	143,690
February 2017	0.006	0.008	113,133
March 2017	0.005	0.006	20,479
April 2017	0.005	0.007	14,266
May 2017	0.003	0.006	50,888
June 2017	0.004	0.005	2,145
July 2017	0.004	0.006	32,639
August 2017	0.003	0.005	41,532
September 2017	0.003	0.006	139,367
October 2017	0.004	0.006	17,608
November 2017	0.004	0.007	125,939
1 December 2017 to the Latest Practicable Date	0.004	0.005	32,341

- (b) Not applicable
- (c) There has been no trading suspension of the Shares, the 2013 Warrants, the 2014 Warrants and the 2015 Warrants on the SGX-ST during the three (3) years immediately preceding the Latest Practicable Date, save for the purposes of releasing material announcements. There has been no trading suspension of the 2015 Warrants since their listing on Catalist up to the Latest Practicable Date.
- (d) Please refer to paragraph 4(a) of this Part VI for the volume of Shares, 2013 Warrants, 2014 Warrants and 2015 Warrants traded during each of the last twelve (12) calendar months immediately preceding the Latest Practicable Date and for the period from 1 December 2017 to the Latest Practicable Date. Based on the information set out therein, the Shares are regularly traded on Catalist.

5. Where the securities being offered are not identical to the securities already issued by the relevant entity, provide –

- (a) **a statement of the rights, preferences and restrictions attached to the securities being offered; and**
- (b) **an indication of the resolutions, authorisations and approvals by virtue of which the entity may create or issue further securities, to rank in priority to or *pari passu* with the securities being offered.**
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The Rights Shares and the Warrant Shares, when issued, will rank *pari passu* in all respects with the then existing Shares, save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the Rights Shares and the date of the exercise of the Warrants respectively.

The Warrants to be issued are of the same class as the 2013 Warrants, 2014 Warrants and 2015 Warrants. The 2013 Warrants, 2014 Warrants and 2015 Warrants are listed for quotation on the Catalist.

The Rights Shares and Warrants are to be issued pursuant to the specific share issue mandate granted by the Shareholders at the extraordinary general meeting held on 6 December 2017. The issue of the Rights Shares and Warrants has also been authorised by resolutions of the Board of Directors passed on 11 September 2017.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Plan of Distribution

6. **Indicate the amount, and outline briefly the plan of distribution, of the securities that are to be offered otherwise than through underwriters. If the securities are to be offered through the selling efforts of any broker or dealer, describe the plan of distribution and the terms of any agreement or understanding with such entities. If known, identify each broker or dealer that will participate in the offer and state the amount to be offered through each broker or dealer.**

The Rights Shares with Warrants will be provisionally allotted to Entitled Shareholders on the basis of two (2) Rights Shares for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, and one (1) Warrant for every one (1) Rights Share subscribed, each Warrant carrying the right to subscribe for one (1) Warrant Share.

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 SGX-ST) their provisional allotments 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.

Fractional entitlements to the Rights Shares with Warrants will be disregarded in arriving at the Entitled Shareholders' provisional allotments of Rights Shares and will, together with the provisional allotments of Rights Shares with Warrants which are not taken up or allotted for any reason, be aggregated and allotted to satisfy Excess Applications (if any), or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit for the benefit of the Company. It is hereby disclosed and confirmed to the Sponsor, that in the allotment of excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and the 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 also 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.

Depending on the level of subscription for the Rights Shares with Warrants, save for the Concert Party Group, the Company will, if necessary, scale down the subscription for the Rights Shares with Warrants by any of the Substantial Shareholders (if such Substantial Shareholder chooses to subscribe for its *pro rata* Rights Shares with Warrants entitlement) to avoid placing the relevant Substantial Shareholder in the position of incurring a mandatory general offer obligation under the Code as a result of other Shareholders not taking up their Rights Shares with Warrants entitlement fully.

As there may be prohibitions or restrictions against the offering of the Rights Shares with Warrants in certain jurisdictions, only Entitled Shareholders are eligible to participate in the Rights cum Warrants Issue. Please refer to the "Eligibility of Shareholders to Participate in the Rights cum Warrants Issue" section of this Offer Information Statement for further details.

The allotment and issue of the Warrants pursuant to the Rights cum Warrants Issue is governed by the terms and conditions as set out in Appendix A of this Offer Information Statement.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

7. Provide a summary of the features of the underwriting relationship together with the amount of securities being underwritten by each underwriter.

Underwriting

The Underwritten Rights Shares (constituting approximately 53.6% of the maximum number of Rights Shares) are underwritten by the Underwriter at the Issue Price on the terms and subject to the conditions of the Underwriting Agreement. The Underwriting Agreement is conditional upon certain events, including the approval in-principle from the SGX-ST for the listing and quotation of the Rights Shares remaining in full force and effect.

The Underwriter may, under the terms of the Underwriting Agreement, terminate the agreement in certain circumstances, including *inter alia*:

- (a) any material adverse change, or any development involving a material adverse change, in the condition (financial or otherwise) of the Group as a whole;
- (b) there shall have occurred a suspension, moratorium, establishment of minimum or maximum prices or restriction of trading in securities generally on the SGX-ST, The Stock Exchange of Hong Kong Limited, the London Stock Exchange plc or the New York Stock Exchange or any moratorium on or material disruption in banking activities or foreign exchange rating or securities settlement or clearing services in or affecting Singapore, Hong Kong, London or New York, which event or events shall in the sole opinion of the Underwriter, following consultation with the Company to the extent reasonably practicable in the circumstances, is material in the context of the Rights cum Warrants Issue or reasonably likely to prejudice materially the ability of the Underwriter or make it impracticable or inadvisable to market the Rights cum Warrants Issue, to enforce contracts for the subscription and distribution of the Rights Shares and the nil-paid rights or dealings in the Rights Shares or the nil-paid rights in the secondary market;
- (c) there shall have occurred, since the date of the Underwriting Agreement:
 - (i) any material adverse change or any development involving a prospective material adverse change in the national or international monetary, financial (including stock market, foreign exchange market, inter-bank market or interest rates or money market), political, legal (including but not limited to any changes to taxation laws or regulations), regulatory, industrial or economic conditions or environment (including any disruption to trading generally, or trading in any securities of the Company on any stock exchange or in any over-the-counter market) or currency exchange rates or exchange controls;
 - (ii) any change, or any development involving a prospective change, or any event, or series of events, in the nature of *force majeure*, whether local, national, regional or international, including, without limitation, an act of government, act of God, outbreak or escalation of hostilities or act of terrorism, insurrection, declaration of a state of emergency or war, armed conflict, calamity, crisis, epidemic, outbreak of disease, economic sanctions, strikes, lock-outs, explosion, flooding, earthquake, fire, civil commotion, volcanic eruption or public disorder; and
 - (iii) which event or events shall in the sole opinion of the Underwriter, following consultation with the Company to the extent reasonably practicable in the circumstances, be likely to (A) materially prejudice the ability of the Underwriter or make it impracticable or inadvisable for the Underwriter to market the Rights cum Warrants Issue, or (B) make it impracticable or inadvisable for the Underwriter to perform their obligations under the Underwriting Agreement, or (C) make it impracticable or inadvisable for the Underwriter to enforce contracts for the subscription and distribution of the Rights Shares with

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Warrants, or (D) would or is likely to materially prejudice the success of the Rights cum Warrants Issue or dealings in the Rights Shares in the secondary market, or (E) result in the issue of a stop order by the Authority pursuant to the SFA.

In compliance with Rule 818 of the Listing Manual, the Underwriter is not entitled to invoke the *force majeure* clause in the Underwriting Agreement after ex-rights trading has commenced.

Sub-underwriting Commitment

Pursuant to the Sub-underwriting Commitment, Mr. Oei has undertaken to the Underwriter to subscribe for the Underwritten Rights Shares to the extent that such Underwritten Rights Shares are not successfully subscribed for under the Rights cum Warrants Issue.

Please refer to paragraph 8 of the section “Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 — Part IV — Key Information” for details of the underwriting commission payable by the Company to the Underwriter and the underwriting commission payable by the Underwriter to Mr. Oei.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART VII – ADDITIONAL INFORMATION

Statements by Experts

1. **Where a statement or report attributed to a person as an expert is included in the offer information statement, provide such person's name, address and qualifications.**

Not applicable, because no statement or report attributed to a person as an expert is included in this Offer Information Statement.

2. **Where the offer information statement contains any statement (including what purports to be a copy of, or extract from, a report, memorandum or valuation) made by an expert —**
- (a) **state the date on which the statement was made;**
 - (b) **state whether or not it was prepared by the expert for the purpose of incorporation in the offer information statement; and**
 - (c) **include a statement that the expert has given, and has not withdrawn, his written consent to the issue of the offer information statement with the inclusion of the statement in the form and context in which it is included in the offer information statement.**

Not applicable, because no statement has been made by an expert in this Offer Information Statement.

3. **The information referred to in paragraphs 1 and 2 of this Part need not be provided in the Offer Information Statement if the statement attributed to the expert is a statement to which the exemption under regulation 26(2) or (3) applies.**

Not applicable, because no statement has been made by an expert in this Offer Information Statement.

Consents from Issue Managers and Underwriters

4. **Where a person is named in the offer information statement as the issue manager or underwriter (but not a sub-underwriter) to the offer, include a statement that the person has given, and has not withdrawn, his written consent to being named in the offer information statement as the issue manager or underwriter, as the case may be, to the offer.**

The Underwriter has given, and has not, before the lodgement of this Offer Information Statement with the SGX-ST, acting as agent on behalf of the Authority, withdrawn its written consent to being named in this Offer Information Statement as the Underwriter for the Rights cum Warrants Issue.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Other Matters

5. **Include particulars of any other matters not disclosed under any other paragraph of this Schedule which could materially affect, directly or indirectly —**
- (a) the relevant entity’s business operations or financial position or results; or**
 - (b) investments by holders of securities in the relevant entity.**
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Saved as disclosed in this Offer Information Statement and to the best of their knowledge as at the Latest Practicable Date, the Directors are not aware of any other particulars of any other matters not disclosed under any other paragraph of this Offer Information Statement which could materially affect, directly or indirectly, the Company’s business operations or financial position or results or investments by the holders of securities in the Company.

PART VIII – ADDITIONAL INFORMATION REQUIRED FOR OFFER OF DEBENTURES OR UNITS OF DEBENTURES

Not applicable.

PART IX – ADDITIONAL INFORMATION REQUIRED FOR CONVERTIBLE DEBENTURES

Not applicable.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

**PART X – ADDITIONAL INFORMATION REQUIRED
FOR OFFER OF SECURITIES BY WAY OF RIGHTS ISSUE**

1. Provide –

- (a) the particulars of the rights issue;**
- (b) the last day and time for splitting of the provisional allotment of the securities to be issued pursuant to the rights issue;**
- (c) the last day and time for acceptance of and payment for the securities to be issued pursuant to the rights issue;**
- (d) the last day and time for renunciation of and payment by the renounee for the securities to be issued pursuant to the rights issue;**
- (e) the terms and conditions of the offer of securities to be issued pursuant to the rights issue;**

(a) Principal Terms of the Rights Shares

- Number of Rights Shares : Up to 14,537,002,596 Rights Shares (with up to 14,537,002,596 free detachable Warrants)
- Basis of Provisional Allotment : The Rights cum Warrants Issue is made on a renounceable basis to Entitled Shareholders on the basis of two (2) Rights Shares for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, and one (1) Warrant given for every one (1) Rights Share subscribed, fractional entitlements to be disregarded.
- Issue Price : S\$0.003 for each Rights Share, payable in full on acceptance and/or application. The Issue Price represents a discount of approximately 25.0% to the last traded price of S\$0.004 for Shares traded on the SGX-ST on 30 August 2017, being the full market day immediately preceding the Announcement on which Shares were traded on the Catalist of the SGX-ST.
- Eligibility to participate : Please refer to the section entitled “Eligibility of Shareholders to Participate in the Rights Cum Warrants Issue” of this Offer Information Statement.
- Status of the Rights Shares : The Rights Shares are payable in full upon acceptance and application, and when allotted and issued, will rank *pari passu* in all respects with the then existing Shares for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the Rights Shares.
- Listing of the Rights Shares : The Company has on 21 December 2017 obtained the listing and quotation notice from the SGX-ST for the listing and quotation of the Rights Shares, the Warrants and the Warrant Shares on Catalist. The Rights Shares, the Warrants and the Warrant Shares will be admitted to SGX-ST after the certificates relating thereto have been issued and the allotment letters from CDP have been despatched.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

The listing and quotation notice granted by the SGX-ST for the listing and quotation of the Rights Shares, the Warrants and the Warrant Shares on Catalist are in no way reflective of and are not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Warrant Shares, the Company, its subsidiaries and their securities.

Acceptance and Excess Application : Entitled Shareholders will be at liberty to accept (in full or in part), decline or otherwise renounce or in the case of Entitled Depositors, trade their provisional allotments of Rights Shares on Catalist during the provisional allotment trading period prescribed by SGX-ST and will be eligible to apply for additional Rights Shares with Warrants in excess of their provisional allotments under the Rights cum Warrants Issue.

Provisional allotments which are not taken up for any reason shall be aggregated and used to satisfy Excess Applications (if any) or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit for the benefit of the Company.

In the allotment of excess Rights Shares with Warrants, 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 also 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.

Trading of the Rights Shares: Upon the listing and quotation of the Rights Shares on the SGX-ST, the Rights Shares will be traded on the SGX-ST under the book-entry (scripless) settlement system. For the purposes of trading on the SGX-ST, each board lot of Shares will comprise of 100 Shares.

Scaling Down : Depending on the level of subscription for the Rights Shares with Warrants, save for the Concert Party Group, the Company will, if necessary, scale down the subscription for the Rights Shares with Warrants by any of the Substantial Shareholders (if such Substantial Shareholder chooses to subscribe for its *pro rata* Rights Shares with Warrants entitlement) to avoid placing the relevant Substantial Shareholder in the position of incurring a mandatory general offer obligation under the Code as a result of other Shareholders not taking up their Rights Shares with Warrants entitlement fully.

Use of CPF Funds : Persons who have previously bought their Shares under the CPF Investment Scheme – Ordinary Account (“**CPFIS Shareholders**”), can only use, subject to applicable CPF rules and regulations, their CPF account savings (“**CPF Funds**”) for the payment of the Issue Price to subscribe for the Rights Shares and (if applicable) apply for excess Rights Shares. CPFIS Shareholders who wish

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

to accept the provisional allotments of Rights Shares and (if applicable) apply for excess Rights Shares using CPF Funds will need to instruct their respective approved banks, where such CPFIS Shareholders hold their CPF Investment Accounts, to accept the provisional allotments of Rights Shares and (if applicable) apply for the excess Rights Shares on their behalf in accordance with this Offer Information Statement. In the case of insufficient CPF funds or stock limit, CPFIS Shareholders could top up cash into their CPF Investment Accounts before instructing their respective approved CPF agent banks to accept the Rights Shares and (if applicable) apply for excess Rights Shares. Any application made directly to the CDP or through ATMs will be rejected. CPF Funds cannot, however, be used for the purchase of the provisional allotments of the Rights Shares directly from the market.

Governing Law : Laws of the Republic of Singapore.

Principal Terms of the Warrants

Number of Warrants : Up to 14,537,002,596 Warrants to be issued free together with the Rights Shares.

Basis of Allotment : One (1) free detachable Warrant with every one (1) Rights Share subscribed, fractional entitlements to be disregarded.

Detachability and Trading : The Warrants will be detached from the Rights Shares on issue and will be listed and traded separately on the SGX-ST under the book-entry (scripless) settlement system upon the listing and quotation of the Warrants on the SGX-ST, subject to, *inter alia*, an adequate spread of holdings of the Warrants to provide for an orderly market in the Warrants. Each board lot of Warrants will consist of 100 Warrants or such other number as may be notified by the Company.

Listing of the Warrants and the Warrant Shares : The Company has on 21 December 2017 obtained the listing and quotation notice from the SGX-ST for the listing and quotation of the Warrants and the Warrant Shares on Catalist. The Warrants and the Warrant Shares will be admitted to SGX-ST after the certificates relating thereto have been issued and the allotment letters from CDP have been despatched.

However, it should be noted that the Warrants may not be listed and quoted on the SGX-ST if there is an insufficient spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants. In such event, Warranholders will not be able to trade their Warrants on the SGX-ST.

Form and subscription rights: The Warrants will be issued in registered form and will be constituted by the Deed Poll. Subject to the terms and conditions of the Warrants as set out in the Deed Poll, each Warrant shall entitle the Warranholder, at any time during the Exercise Period, to subscribe for one (1) Warrant Share at the Exercise Price in force on the relevant date of exercise of the Warrants.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- Exercise Price : S\$0.003 for each Warrant Share on the exercise of a Warrant.
- Exercise Period : The Warrants may be exercised at any time from and including the date of the issue of the Warrants up to 5.00 p.m. on the date immediately preceding the fifth (5th) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members and/or Register of Warrantholders of the Company is closed or is not a Market Day, in which event the Exercise Period shall end on the date prior to the closure of the Register of Members or the immediately preceding Market Day (the “**Expiry Date**”), as the case may be, but excluding such period(s) during which the Register of Warrantholders may be closed pursuant to the terms and conditions of the Warrants as set out in the Deed Poll. Warrants remaining unexercised at the expiry of the Exercise Period shall lapse and cease to be valid for any purpose.
- Notice of expiry of the Warrants shall be given to all Warrantholders at least one (1) month before the Expiry Date.
- Mode of payment for exercise of Warrants : Warrantholders who exercise their Warrants must pay the Exercise Price by way of (i) remittance in Singapore currency by banker’s draft or cashier’s order drawn on a bank in Singapore in favour of the Company for the full amount of the Exercise Price payable in respect of the Warrants exercised; or (ii) by debiting the relevant Warrantholder’s CPF Investment Account (as defined in the Deed Poll) with the specified CPF Approved Bank (as defined in the Deed Poll), for the credit of the Company (as defined in the Deed Poll) for the full amount of the Exercise Price payable in respect of the Warrants exercised.
- Adjustments : The Exercise Price and the number of Warrants to be held by each Warrantholder 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 this Offer Information Statement.
- Such circumstances include, without limitation, consolidation, subdivision or conversion of the Shares, capitalisation issues, rights issues and certain capital distributions.
- Any additional Warrants issued pursuant to such adjustments shall rank *pari passu* with the Warrants and will for all purposes form part of the same series. Any such adjustments shall (unless otherwise provided under the rules of the SGX-ST from time to time) be announced by the Company on the SGXNET.
- Status of Warrant Shares : The Warrant Shares arising from the exercise of the Warrants will, upon allotment and issue, rank *pari passu* in all respects with the then issued Shares, save that they will not be entitled to participate in any dividends, rights, allotments or other distributions, that may be declared or paid, the Record Date for which falls before the date of exercise of the Warrants.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Modifications : The Company may, without the consent of the Warrantholders but in accordance with the terms and conditions of the Deed Poll, effect modifications to the terms and conditions of the Deed Poll including, without limitation, the terms and conditions of the Warrants, which, in the opinion of the Company, (i) is not materially prejudicial to the interests of the Warrantholders or is of a formal, technical or minor nature; (ii) is to correct a manifest error or to comply with mandatory provisions of Singapore law; or (iii) is to vary or replace provisions relating to the transfer or exercise of the Warrants, including the issue of Warrant Shares arising from the exercise thereof or meetings of Warrantholders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the SGX-ST.

Any such modification shall be binding on all Warrantholders and all persons having an interest in the Warrants and shall be notified to them in accordance with the terms and conditions of the Warrants as set out in the Deed Poll, as soon as practicable thereafter.

Without prejudice to any provision of the Deed Poll, any material alteration in the terms and conditions of the Warrants to the advantage of the Warrantholders is subject to the approval of Shareholders except where the alterations are made pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.

Transfer and Transmission : The Warrants shall be transferable in lots entitling Warrantholders to subscribe for whole numbers of Warrant Shares. A Warrant may only be transferred in the manner prescribed in the terms and conditions of the Warrants set out in the Deed Poll including, *inter alia*, the following:

- (i) Lodgement of Certificates and Transfer Forms – a Warrantholder whose Warrants are registered in his own name (the “**Transferor**”) shall lodge, during normal business hours on any Business Day so as to be received at the specified office of the Warrant Agent, the Transferor's Warrant Certificate(s) together with an instrument of transfer (the “**Transfer Form**”) duly completed and signed by, or on behalf of, the Transferor and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty and accompanied by the fees and expenses set out in the Deed Poll provided that the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to it;
- (ii) Deceased Warrantholder – the executors and administrators of a deceased Warrantholder whose Warrants are registered otherwise than in the name of CDP (not being one of several joint holders whose Warrants are registered otherwise than in the name of CDP) or if the Warrantholder is CDP, of a deceased Depositor, and, in the case of one or more of several such joint Warrantholders,

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

the survivor or survivors of such joint holders shall be the only persons recognised by the Company and the Warrant Agent as having title to Warrants registered in the name of a deceased Warrantholder. Such persons shall, on producing to the Warrant Agent such evidence as may be required by the Warrant Agent to prove their title, and on the completion of a Transfer Form and the payment of the fees and expenses set out in the Deed Poll, be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased holder could have made;

- (iii) Warrants registered in the name of CDP – where the Warrants are registered in the name of CDP and the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by CDP by way of book-entry; and
- (iv) Effective Date of Transfer – A Transferor or Depositor, as the case may be, shall be deemed to remain a holder of the Warrant until the name of the transferee is entered in the Register of Warrantholders by the Warrant Agent or the Depository Register by CDP, as the case may be.

Winding-up : Where there is a members' voluntary winding-up of the Company (other than a winding-up for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement approved by the Warrantholders by way of an Extraordinary Resolution (as defined in the Deed Poll)), the Warrantholders shall be entitled upon and subject to the conditions of the Deed Poll at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding-up of the Company, elect to be treated as if they had immediately prior to the commencement of such winding-up exercised the Warrants and had on such date been the holders of the Shares to which they would have been entitled pursuant to such exercise, and the liquidator of the Company shall, if permitted by law, give effect to such election accordingly. The Company shall give notice to the Warrantholders in accordance with the conditions of the Deed Poll of the passing of any such resolution within seven (7) business days after the passing thereof. Where a Warrantholder has elected to be treated as if it had exercised its Warrants as aforesaid, it shall be liable to pay the Exercise Price in relation to such exercise.

Subject to the foregoing, if the Company is wound up for any other reason, all Warrants which have not been exercised at the date of the passing of such resolution shall lapse and cease to be valid for any purpose.

Further Issues : Subject to the terms and conditions of the Warrants as set out in the Deed Poll, the Company shall be at liberty to issue Shares to Shareholders either for cash or as a bonus distribution and to issue further subscription rights, upon such terms and conditions as the Company sees fit but the Warrantholders shall not have any participating rights in such further issues of Shares or subscription rights unless otherwise resolved by the Company in general meeting.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Use of CPF Funds : Subject to, *inter alia*, the applicable CPF rules and regulations, CPF members may use their savings in the CPF Ordinary Account (subject to the availability of investible savings) for the payment of the Exercise Price upon exercise of the Warrants (in which case the Warrant Shares arising therefrom will be held through the CPF Investment Account). CPF members are NOT permitted to use the CPF monies to:

- (i) purchase the “nil-paid” rights traded on SGX-ST; and/or
- (ii) purchase the Warrants traded on SGX-ST (the listing thereof subject to there being a sufficient spread of holdings).

Warrant Agent : B.A.C.S. Private Limited

Governing Law : Laws of the Republic of Singapore

- (b) The last date and time for the splitting of the provisional allotment of the Rights is on 18 January 2018 at 5.00 p.m.
- (c) The last date and time for acceptance of and payment for the Rights Shares with Warrants is on 24 January 2018 at 5.00 p.m. (and 24 January 2018 at 9.30 p.m. for Electronic Applications via ATM of Participating Banks).
- (d) The last date and time for renunciation of and payment by the renounee for the Rights Shares with Warrants is on 24 January 2018 at 5.00 p.m. (and 24 January 2018 at 9.30 p.m. for Electronic Applications via ATM of Participating Banks).
- (e) The terms and conditions of the Rights cum Warrants Issue are as set out in this Offer Information Statement, including Appendices A to D, and in the PAL, the ARE and the ARS.

(f) the particulars of any undertaking from the substantial shareholders or substantial equity interest-holders, as the case may be, of the relevant entity to subscribe for their entitlements; and

Not applicable, because no undertaking has been obtained from any substantial shareholders.

(g) if the rights issue is or will not be underwritten, the reason for not underwriting the issue.

Not applicable. The Rights cum Warrants Issue is underwritten, subject to the terms and conditions of the Underwriting Agreement and the Sub-underwriting Commitment. Please refer to paragraph 7 of the section “Sixteenth Schedule Of The Securities And Futures (Offers Of Investments) (Shares And Debentures) Regulations 2005 – Part VI – The Offer and Listing” of this Offer Information Statement for further details.

The Underwritten Rights Shares, constituting approximately 53.6% of the maximum number of Rights Shares, are underwritten by the Underwriter at the Issue Price on the terms and subject to the conditions of the Underwriting Agreement.

The Underwriting Agreement and Sub-underwriting Commitment will help to ensure that at least 53.6% of the maximum number of Rights Shares will be taken up and subscribed, thereby enhancing the objective of the Rights cum Warrants Issue.

**ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS ISSUES UNDER
APPENDIX 8A OF THE SGX-ST LISTING MANUAL SECTION B: RULES OF CATALIST**

1. **Provide a review of the working capital for the last three financial years and the latest half year, if applicable.**
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The working capital of the Group as at 30 June 2015, 30 June 2016 and 30 June 2017 are set out below:

	As at 30 June 2015 (S\$'000) (Audited)	As at 30 June 2016 (S\$'000) (Audited)	As at 30 June 2017 (S\$'000) (Audited)
Total current assets	45,219	42,188	31,643
Total current liabilities	9,896	9,617	5,221
Net working capital	35,323	32,571	26,422

A review of the working capital of the Group as at 30 June 2015, 30 June 2016 and 30 June 2017 is set out below:

As at 30 June 2015 compared to 30 June 2014

The decrease in net working capital of S\$3.1 million from S\$38.4 million as at 30 June 2014 to S\$35.3 million as at 30 June 2015 was due to the decrease in cash and cash equivalent of S\$11.2 million and decrease in assets of disposal group classified as held-for-sale of S\$2.5 million. The decrease was partly offset by the increase in financial assets, at fair value through profit or loss of S\$2.5 million and the decrease in bank borrowings of S\$6.9 million.

As at 30 June 2016 compared to 30 June 2015

The decrease in net working capital of S\$2.7 million from S\$35.3 million as at 30 June 2015 to S\$32.6 million as at 30 June 2016 was due to the decrease in assets of disposal group classified as held-for-sale of S\$26.4 million and the increase in trade and other payables of S\$9.5 million. The decrease was partly offset by the increase in cash and cash equivalents of S\$7.8 million, increase in financial assets at fair value through profit or loss of S\$1.9 million, increase in trade and other receivables of S\$11.3 million, increase in available-for-sale financial assets of S\$2 million and the decrease in liabilities directly associated with disposal group classified as held-for-sale of S\$9.8 million.

As at 30 June 2017 compared to 30 June 2016

The decrease in net working capital of S\$6.2 million from S\$32.6 million as at 30 June 2016 to S\$26.4 million as at 30 June 2017 was due to the decrease in cash and cash equivalent of S\$10.9 million. The decrease was partly offset by the increase in financial assets, at fair value through profit or loss of S\$688,000, and the decrease in trade and other payables of S\$4.3 million.

**ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS ISSUES UNDER
APPENDIX 8A OF THE SGX-ST LISTING MANUAL SECTION B: RULES OF CATALIST**

2. Convertible Securities

- (i) Where the rights issue or bought deal involves an issue of convertible securities, such as company warrants or convertible debt, the information in Rule 832 of the Listing Manual.**
- (ii) Where the rights issue or bought deal is underwritten and the exercise or conversion price is based on a price fixing formula, to state that the exercise or conversion price must be fixed and announced before trading of nil-paid rights commences.**

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- (i) For information required under Rule 832(1) to Rule 832(8) of the Listing Manual, please refer to (i) paragraph 1 of Part X – Additional Information required for Offer of Securities by way of Rights Issue in the section entitled “Disclosure Requirements under the Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005” and (ii) Appendix A of this Offer Information Statement.

For information required under Rule 832(9) of the Listing Manual, please refer to paragraph 3 of Part IV – Key Information in the section entitled “Disclosure Requirements under the Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005” of this Offer Information Statement.

For information required under Rule 829(10) of the Listing Manual, please refer to paragraphs 1 and 4 of Part V – Operating and Financial Review and Prospects in the section entitled “Disclosure Requirements under the Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005” of this Offer Information Statement.

- (ii) Not applicable, because the exercise price is not based on a price-fixing formula.

3. Responsibility Statements

To the best of the Sponsor’s knowledge and belief, this Offer Information Statement constitutes full and true disclosure of all material facts about the Rights cum Warrants Issue, the Company and its Subsidiaries, and that it is not aware of any facts the omission of which would make any statement in this Offer Information Statement misleading.

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

The warrants (the “**Warrants**”) to subscribe for new ordinary Shares in the capital of Asia-Pacific Strategic Investments Limited (the “**Company**”), are issued in conjunction with the renounceable partially-underwritten rights issue of up to 14,537,002,596 new ordinary Shares in the capital of the Company (the “**Rights Shares**”) at an issue price of S\$0.003 for each Rights Share (the “**Issue Price**”) with up to 14,537,002,596 free detachable Warrants, each Warrant carrying the right to subscribe for one (1) new ordinary Share in the capital of the Company (the “**Warrant Share**”) at the exercise price of S\$0.003 for each Warrant Share, on the basis of two (2) Rights Shares for every one (1) existing ordinary Share in the capital of the Company held by the Shareholders (as defined below) as at the Books Closure Date (as defined below), and one (1) Warrant given for every one (1) Rights Share subscribed, fractional entitlements to be disregarded (the “**Rights cum Warrants Issue**”).

The Rights cum Warrants Issue is undertaken pursuant to the specific Shareholders’ approval granted during the extraordinary general meeting (“**EGM**”) held on 6 December 2017. The issue of the Rights Shares with Warrants has also been authorised by resolutions of the board of Directors (the “**Board**”) passed on 11 September 2017.

Copies of the Deed Poll are available for inspection at the specified office of the warrant agent referred to in Condition 4.6. The holders of the Warrants are entitled to the benefit of, are bound by, and are deemed to have notice of, all provisions of the Deed Poll.

The statements in these Terms and Conditions of the Warrants (the “**Conditions**”) are an extract of the Deed Poll, and are subject to the provision of the Deed Poll:

1. DEFINITIONS

In the terms and conditions contained herein (except where such definition shall be inconsistent with the subject matter or context), the words and expressions set out below shall have the meanings set out against them:

“**Act**” means the Companies Act, Chapter 50 of Singapore, as amended, modified or supplemented from time to time;

“**Additional Warrants**” means such further warrants as may be required or permitted to be issued by the Company in accordance with Condition 5 (such further warrants to rank *pari passu* with the Original Warrants and for all purposes to form part of the same series), each such Additional Warrant entitling the holder thereof to subscribe for one (1) Warrant Share at such price as may be determined in accordance with Condition 5, upon and subject to the Conditions;

“**Approved Bank**” means any reputable bank, merchant bank, financial institution or holder of a capital market services licence in Singapore that is regulated, licensed or approved by the Monetary Authority of Singapore as may be selected by the Directors;

“**Auditors**” means the auditors for the time being of the Company or, in the event of their being unable or unwilling to carry out any action required of them pursuant to the Deed Poll or these Conditions, such other auditors as may be nominated by the Company;

“**CDP**” or “**Depository**” means The Central Depository (Pte) Limited and any other corporation which agrees with the Company to act as Depository in respect of the Warrants including its successors in title and, where the context requires, shall include any person specified by it, in a notice given to the Company, as its nominee;

“**Company**” means Asia-Pacific Strategic Investments Limited;

“**Conditions**” means the terms and conditions of the Warrants as the same may from time to time be modified in accordance with the provisions set out herein and therein and “**Condition**” refers to the relative numbered paragraphs of the Conditions;

“**CPF**” means the Central Provident Fund;

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

“**CPF Act**” means the Central Provident Fund Act, Chapter 36 of Singapore, as the same may be modified, amended or supplemented from time to time;

“**CPF Approved Bank**” means any bank appointed by the CPF Board to be a bank for the purposes of the CPF Regulations;

“**CPF Board**” means the Board of the CPF established pursuant to the CPF Act;

“**CPF Investment Account**” means an account opened by a member of CPF with a CPF Approved Bank from which money may be withdrawn for, *inter alia*, payment of the Exercise Price arising from the exercise of each Warrant;

“**CPF Regulations**” means the Central Provident Fund (Investment Schemes) Regulations as the same may be modified, amended or supplemented from time to time;

“**Depositor**” means a person being a Depository Agent or a holder of a Securities Account maintained with CDP but does not include a holder of a sub-account maintained with a Depository Agent;

“**Depository Agent**” means an entity registered with CDP for the purpose of maintaining securities sub-accounts for its own account and for the account of others;

“**Depository Register**” means the register maintained by CDP in respect of the Warrants registered in the name of CDP and held by CDP for the Depositors;

“**Directors**” means the Board of Directors including alternate directors for the time being of the Company;

“**Dollars**” and “**S\$**” mean the lawful currency of Singapore;

“**Entitled Shareholders**” means the holders of the Shares whose names appear in the Register of Members and Depositors with Shares entered against their respective names in the Depository Register in each case;

“**Exercise Date**” means in relation to the exercise of any Warrant, the Market Day (falling within the Exercise Period) on which the applicable conditions described in Condition 4 are fulfilled, or, if fulfilled on different days, on which the last of such conditions is fulfilled PROVIDED ALWAYS that if any such Market Day falls on a date when the Register of Members is closed, the Exercise Date will be the following Market Day on which such register is open;

“**Exercise Notice**” means in relation to any Warrant the relevant form (for the time being current) for exercising the Warrants, copies of which may be obtained from the Company or the Warrant Agent;

“**Exercise Period**” means the period during which the Warrants may be exercised commencing on and including the date of the issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the fifth (5th) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members and/or the Warrant Register is closed or is not a Market Day, in which event, the exercise period shall end on the date prior to the closure of the Register of Members and/or the Warrant Register or the immediately preceding Market Day, as the case may be, but excluding such period(s) during which the Warrant Register may be closed pursuant to the terms and conditions of the Warrants as set out in this Deed Poll;

“**Exercise Price**” means S\$0.003, being the sum payable in respect of each Warrant Share for which a Warrant holder will be entitled to subscribe upon exercise of a Warrant, such price subject to such adjustments under certain circumstances as may be required in accordance with Condition 5;

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

“Expiration Date” means the last day of the relevant Exercise Period, provided that if such last day falls on a day other than a Market Day, then the Market Day immediately preceding the last day shall be the **“Expiration Date”**;

“Last Dealt Price” means, in relation to a Share on a relevant Market Day, the last dealt price-per Share for one or more board lots of Shares on that Market Day on which there is trading of the Shares on SGX-ST;

“Market Day” means a day on which SGX-ST is open for securities trading;

“New Shares” means new ordinary shares in the capital of the Company to be issued upon exercise of the Warrants, credited as fully paid, including, where the context admits, such new Shares arising from the exercise of any further Warrants as may be required or permitted to be issued in accordance with the terms and conditions of the Warrants set out in the Deed Poll. Such New Shares shall rank for any dividends, rights, allocations, or other distributions, the record date for which falls on or after the relevant Exercise Date. For the purposes of this definition, **“record date”** means, in relation to any dividends, rights, allocations or other distributions, the date on which as at the close of business Shareholders must be registered in order to participate in such dividends, rights, allocations or other distributions;

“Notice” means a notice given or to be given in accordance with Condition 11;

“Original Warrants” means the Warrants in registered form to be issued pursuant to the Deed Poll by the Company, each Warrant entitling the holder thereof to subscribe for one (1) New Share at the Exercise Price upon and subject to the Conditions;

“Register of Members” means the register of members containing the names and addresses of the members of the Company kept at the registered office of the Company;

“Registrar” means B.A.C.S. Private Limited or such other person, firm or company as may from time to time be appointed by the Company and as for the time being maintains in Singapore the Register of Members;

“Securities Account” means a securities account maintained by a Depositor with CDP, but not including the securities accounts maintained with a Depository Agent;

“SGX-ST” means Singapore Exchange Securities Trading Limited;

“Share(s)” means ordinary share(s) in the capital of the Company;

“Special Account” means the account maintained by the Company with a bank in Singapore for the purpose of crediting money paid by exercising Warranholders in satisfaction of the Exercise Price in relation to the Warrants exercised by exercising Warranholders;

“Special Resolution” means a resolution passed at a meeting of the Warranholders duly convened and held and carried by a majority consisting of not less than three-fourths (3/4th) of the votes cast thereon;

“unexercised” means, in relation to the Warrants, all the Warrants which have been issued pursuant to the resolutions referred to in Recital (A) of the Deed Poll and also the Additional Warrants (if any), for so long as the Warrants shall not have lapsed in accordance with Conditions 3 or 6 and other than (i) those which have been exercised in accordance with their terms; (ii) those mutilated or defaced Warrants in respect of which replacement Warrants have been duly issued pursuant to Condition 9; and (iii) those for the purpose of ascertaining the number of Warrants unexercised at any time (but not for the purpose of ascertaining whether any Warrants are unexercised) those Warrants alleged to have been lost, stolen or destroyed and in respect of which replacement Warrants have been issued pursuant to Condition 9, PROVIDED ALWAYS that for the purposes of (a) the right to attend and vote at any meeting of Warranholders and (b) the determination of how many and which Warrants for the time being remain unexercised for the purposes of Condition

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

8 and paragraphs 1, 3, 4 and 8 of Schedule 2 of the Deed Poll, those Warrants which have not been exercised but have been lodged for exercise (whether or not the conditions precedent to such exercise have been or will be fulfilled) shall, unless and until withdrawn from lodgement, be deemed not unexercised;

“Warrant Agency Agreement” means the warrant agency agreement to be executed by the Company, the Warrant Agent and the Registrar, pursuant to which the Warrant Agent is appointed by the Company to act in connection with the Warrants upon the terms and conditions set out therein, and includes any other agreement (whether made pursuant to the terms of the Warrant Agency Agreement or otherwise) appointing further or other Warrant Agents or amending or modifying the terms of any such appointment;

“Warrant Certificates” means the certificates (in registered form) to be issued in respect of the Warrants in or substantially in the form set out in Schedule 1 of the Deed Poll as may from time to time modified in accordance with the Conditions;

“Warrantholders” means, in relation to any Warrant, the person or persons for the time being registered in the Warrant Register as the holder or joint holders of that Warrant, except that where the registered holder is CDP, it shall mean the persons named in the Depository Register against which such Warrants are credited;

“Warrant Agent” means B.A.C.S. Private Limited or such other person, firm or company as for the time being maintains in Singapore the Warrant Register and as may from time to time be appointed by the Company under the Warrant Agency Agreement;

“Warrant Register” means the register of Warrantholders required to be maintained pursuant to Condition 4.7; and

“Warrants” means the Original Warrants, the Additional Warrants (if any), and for the time being remaining unexercised or, as the context may require, a specific number thereof and includes any replacement Warrant issued pursuant to Condition 9.

2. FORM, TITLE AND REGISTER

2.1 The Warrants are issued in registered form. Title to the Warrants will be transferable in accordance with Condition 10. The Warrant Agent will maintain the Warrant Register on behalf of the Company and except as required by law:

- (a) the person in whose name a Warrant is registered (other than CDP); and
- (b) (where a Warrant is registered in the name of CDP) the Depositor for the time being appearing in the Depository Register maintained by CDP as having such Warrant credited to his Securities Account,

will be deemed to be and treated as the absolute owner of that Warrant (whether or not the Company shall be in default in respect of the Warrants or any of the covenants contained in the Deed Poll and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft or forgery of the relevant Warrant Certificate or any irregularity or error in the records of CDP or any express notice to the Company or Warrant Agent or any other related matters) for the purpose of giving effect to the exercise of the rights constituted by the Warrants and for all other purposes in connection with the Warrants.

2.2 If two (2) or more persons are entered in the Warrant Register or (as the case may be) the records maintained by CDP as joint holders of any Warrant, they shall be deemed to hold the same as joint tenants with benefit of survivorship subject to the following provisions:

- (a) the Company shall not be bound to register more than two (2) persons as the registered joint holders of any Warrant but this provision shall not apply in the case of executors or trustees of a deceased Warrantholder;

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

- (b) joint holders of any Warrant whose names are entered in the Warrant Register or (as the case may be) the relevant records maintained by CDP shall be treated as one Warrantholder;
- (c) the Company shall not be bound to issue more than one (1) Warrant Certificate for a Warrant registered jointly in the names of several persons and delivery of a Warrant Certificate to the joint holder whose name stands first in the Warrant Register shall be sufficient delivery to all; and
- (d) the joint holders of any Warrant whose names are entered in the Warrant Register or (as the case may be) the relevant records maintained by CDP shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such Warrant as well as in connection with the exercise of any such Warrant.

3. EXERCISE RIGHTS

- 3.1 Upon and subject to these Conditions, each Warrantholder shall have the right, by way of exercise of each Warrant held by the Warrantholder, at any time during the Exercise Period, in the manner set out in Condition 4 and otherwise on the terms and subject to these Conditions, to subscribe for one (1) New Share at the Exercise Price (subject to adjustments in accordance with Condition 5) on the Exercise Date (as defined in Condition 4.3) applicable to such Warrant. No fraction of a Share shall be allotted.
- 3.2 At the expiry of the Exercise Period, any Warrants which have not been exercised in accordance with Condition 4 shall lapse and cease to be valid for any purpose.
- 3.3 Any Warrant in respect of which the Exercise Notice shall not have been duly completed and delivered in the manner set out below under Condition 4 to the Warrant Agent on or before 5.00 p.m. on the Expiration Date shall become void.
- 3.4 New Shares allotted and issued upon exercise of the Warrants shall be fully paid and shall rank for any dividends, rights, allocations or other distributions, the Record Date for which is on or after the relevant Exercise Date (subject as aforesaid), *pari passu* in all respects with the then existing Shares of the Company. For the purpose of this Condition 3.4, “**Record Date**” means, in relation to any dividends, rights, allocations or other distributions, the date at the close of business (or such other time as may have been notified by the Company) on which Shareholders must be registered in order to participate in dividends, rights, allocations or other distributions.
- 3.5 The Company shall, not later than one (1) month before the expiry of the Exercise Period:
 - (a) give notice to the Warrantholders in accordance with Condition 11 of the expiry of the Exercise Period and notify the same to SGX-ST; and
 - (b) take reasonable steps to despatch to the Warrantholders notices in writing to their addresses recorded in the Warrant Register or the Depository Register, as the case may be, of the expiry of the Exercise Period.

Without prejudice to the generality of the foregoing, Warrantholders who acquire Warrants after notice of the expiry of the Exercise Period has been given in accordance with the aforementioned shall be deemed to have notice of the expiry of the Exercise Period so long as such notice has been given in accordance with Condition 11. For the avoidance of doubt, neither the Company nor the Warrant Agent shall in any way be responsible or liable for any claims, proceedings, costs or expenses arising from the failure by the purchaser of the Warrants to be aware of or to receive such notification.

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

4. PROCEDURE FOR EXERCISE OF WARRANTS

4.1 Lodgement Conditions

4.1.1 In order to exercise the Warrant(s), a Warrantholder must before 3.00 p.m. on any Market Day and before 5.00 p.m. on the Expiration Date, during the Exercise Period:

- (a) lodge, so as to be received at the specified office of the Warrant Agent, the relevant Warrant Certificate(s) registered in the name of the exercising Warrantholder or CDP (as the case may be) for exercise at the specified office for the time being of the Warrant Agent together with the Exercise Notice (copies of which may be obtained from the Warrant Agent or the Company) in respect of the Warrants represented thereby, duly completed and signed by or on behalf of the exercising Warrantholder and duly stamped in accordance with any law for the time being in force relating to stamp duty PROVIDED ALWAYS that the Warrant Agent may dispense with or defer the production of the relevant Warrant Certificate where such Warrant Certificate is registered in the name of CDP;
- (b) furnish such evidence (if any) as the Warrant Agent may require to determine or verify the due execution of the Exercise Notice by or on behalf of the exercising Warrantholder (including every joint Warrantholder, if any) or otherwise to ensure the due exercise of the Warrants;
- (c) pay the Exercise Price in accordance with the provisions of Condition 4.2;
- (d) pay any deposit or other fees or expenses for the time being chargeable by and payable to CDP (if any) and any stamp, issue, registration or other similar taxes or duties arising on the exercise of the relevant Warrant(s) as the Warrant Agent may require; and
- (e) if applicable, pay any fees for certificates for the New Shares to be issued, submit any necessary documents required in order to effect, and pay the expenses of the registration of the New Shares in the name of the exercising Warrantholder or CDP (as the case may be) and the delivery of certificates for the New Shares to the place specified by the exercising Warrantholder in the Exercise Notice or to CDP (as the case may be).

4.1.2 Any exercise by a Warrantholder in respect of Warrants registered in the name of CDP shall be further conditional upon:

- (a) that number of Warrants so exercised being credited to the “Free Balance” of the Securities Account of the Warrantholder and remaining so credited until the relevant Exercise Date; and
- (b) the relevant Exercise Notice specifying that the New Shares to be issued on exercise of the Warrants are to be credited to the Securities Account of the exercising Warrantholder; or
- (c) in the case where funds standing to the credit of a CPF Investment Account are to be used for payment of the Exercise Price arising from the exercise of each Warrant, by crediting such Shares to the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice,

failing which the Exercise Notice shall be void and all rights of the exercising Warrantholder and of any other person thereunder shall cease.

An Exercise Notice which does not comply with the conditions above shall be void for all purposes. Warrantholders whose Warrants are registered in the name of CDP irrevocably authorise the Company and the Warrant Agent to obtain from CDP and to rely upon such

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

information and documents as the Company or the Warrant Agent deems necessary to satisfy itself that all the abovementioned conditions have been fulfilled and such other information as the Company or the Warrant Agent may require in accordance with these Conditions and the Deed Poll and to take such steps as may be required by CDP (including the steps set out in CDP's "Guidelines to the Procedures for Exercise of Warrants/TSRs (Warrants)" as amended from time to time) in connection with the operation of the Securities Account of any Warranholder, Provided that the Company and the Warrant Agent shall not be liable in any way whatsoever for any loss or damage incurred or suffered by the Warranholder as a result of or in connection with reliance by the Company, the Warrant Agent or any other persons upon the records of and information supplied by CDP.

- 4.1.3 Once all the abovementioned conditions (where applicable) have been fulfilled, the relevant Warrant Certificate(s) (if any), the Exercise Notice and any monies tendered in connection with the exercise of the Warrant(s) in accordance with Condition 4.2 may not be withdrawn without the prior written consent of the Company.

4.2 Payment of Exercise Price

- 4.2.1 Payment of the Exercise Price shall be made at the specified office for the time being of the Warrant Agent by way of remittance in Singapore currency by banker's draft or cashier's order drawn on a bank in Singapore and/or (if applicable, where the use of CPF funds for payment of the Exercise Price is allowed by the CPF Board) debiting the CPF Investment Account with the CPF Approved Bank, for the credit of the Special Account for the full amount of the monies payable in respect of the Warrant(s) exercised under Condition 4.1.

PROVIDED ALWAYS that any such remittance shall be accompanied by the delivery to the Warrant Agent of the payment advice referred to below and shall comply with any exchange control or other statutory requirements for the time being applicable.

- 4.2.2 Any payment under this Condition 4.2 shall be made free of any foreign exchange commissions, remittance charges or other deductions and shall be accompanied by a payment advice containing (a) the name of the exercising Warranholder, (b) the number of Warrants exercised and (c) if the relevant Warrant Certificate is registered in the name of a person other than CDP, the certificate number(s) of the Warrant Certificate(s) in respect of the Warrant(s) being exercised or, where the Warrant Certificates are registered in the name of CDP, the Securities Account number(s) of the exercising Warranholder which is to be debited with the Warrants being exercised.
- 4.2.3 If the payment of the Exercise Price fails to comply with the foregoing provisions, the Warrant Agent may, at its absolute discretion and without liability on behalf of itself or the Company, refuse to recognise the relevant payment as relating to the exercise of any particular Warrant, and the exercise of the relevant Warrants may be delayed accordingly or be treated as invalid and neither the Warrant Agent nor the Company shall be liable to the Warranholder in any manner whatsoever. If the relevant payment received by the Warrant Agent in respect of an exercising Warranholder's purported exercise of all the relevant Warrants lodged with the Warrant Agent is less than the full amount of all the monies payable under Condition 4.1, the Warrant Agent shall not treat the relevant amount so received or any part thereof as payment of such monies or any part thereof or forward the same to the Company, and the whole of such relevant payment shall remain in the Special Account unless and until a further payment is made in accordance with the requirements set out above in this Condition 4.2 and Condition 4.4 below in an amount sufficient to cover the deficiency. The Company shall not be held responsible for any loss arising from the retention of any such payment by the Warrant Agent.
- 4.2.4 Payment of the Exercise Price received by the Warrant Agent will be delivered to the Company in accordance with the Warrant Agency Agreement in payment for the New Shares to be delivered in consequence of the exercise of such Warrants.

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

4.3 Exercise Date

- 4.3.1 The relevant Warrant shall (provided that the provisions of this Condition 4 have been satisfied) be treated as exercised on the Exercise Date relating to that Warrant.
- 4.3.2 The relevant Warrants and Warrant Certificates shall be cancelled on the Exercise Date except that, in relation to Warrant Certificates registered in the name of CDP, such Warrant Certificates shall be deemed to have been reduced for all purposes by the number of Warrants so exercised.

4.4 Non-fulfilment of Lodgement Conditions

- 4.4.1 If payment of the Exercise Price is made to the Warrant Agent and such payment is not recognised by the Warrant Agent as relating to the exercise of the relevant Warrants or the relevant payment is less than the full amount payable under Condition 4.1 or the conditions set out in Condition 4.1 or Condition 4.2 have not then all been fulfilled in relation to the exercise of such Warrants, pending recognition of such payment or full payment or, as the case may be, fulfilment of the conditions set out in Conditions 4.1 and 4.2, such payment will (if the Exercise Date in respect of such Warrants had not by then occurred) be returned, without interest, to the Warranholder on (i) the fourteenth (14th) day after receipt of such Exercise Notice by the Warrant Agent, or (ii) the expiry of the Exercise Period, whichever is the earlier. So long as the relevant Exercise Date has not occurred, any such payment (excluding any interest, if any, accrued thereon) will continue to belong to the Warranholder but may only be withdrawn within the abovementioned fourteen (14) day period with the prior consent in writing of the Company.
- 4.4.2 The Warrant Agent will, if it is possible to relate the payment so returned to any Warrant Certificates (if applicable) and the Exercise Notice previously lodged with the Warrant Agent, return such Warrant Certificates (if applicable) and the relevant Exercise Notice together with such payment to the exercising Warranholder by ordinary post at the risk and expense of such Warranholder. The Company and/or the Warrant Agent will be entitled to deduct or otherwise recover any applicable handling charges and out-of-pocket expenses from the exercising Warranholder.

4.5 Allotment of New Shares, Issue of Warrant Certificates and Status of New Shares

- 4.5.1 A Warranholder exercising Warrants which are registered in the name of CDP must have the delivery of the New Shares arising from the exercise of such Warrants effected by crediting such New Shares to the Securities Account(s) of such Warranholder or, as the case may be, the nominee company of the CPF Approved Bank as specified in the Exercise Notice. A Warranholder exercising Warrants registered in his own name may elect in the Exercise Notice to either receive physical share certificates in respect of the New Shares arising from the exercise of such Warrants or to have the delivery of such New Shares effected by crediting such New Shares to his Securities Account(s) with CDP (in which case such Warranholder shall also duly complete and deliver to the Warrant Agent such forms as may be required by CDP) or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice, failing which such exercising Warranholder shall be deemed to have elected to receive physical share certificates in respect of such New Shares at his address specified in the Warrant Register.
- 4.5.2 The Company will allot and issue the New Shares arising from the exercise of the relevant Warrants by a Warranholder in accordance with the instructions of such Warranholder as set out in the Exercise Notice and:
- (a) where such Warranholder has (or is deemed to have) elected in the Exercise Notice to receive physical certificates in respect of the New Shares arising from the exercise of the relevant Warrants, the Company shall despatch the physical certificates, as soon

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

as practicable but in any event not later than seven (7) Market Days after the relevant Exercise Date, by ordinary post to the address specified in the Exercise Notice (or the Warrant Register, as the case may be) and at the risk of such Warrantheader; and

- (b) where the delivery of New Shares arising from the exercise of the relevant Warrants is to be effected by the crediting of the Securities Account(s) of such Warrantheader as specified in the Exercise Notice or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice, the Company shall as soon as practicable but not later than five (5) Market Days after the relevant Exercise Date despatch the certificates relating to such New Shares in the name of, and to, CDP for the credit of the Securities Account(s) of such Warrantheader as specified in the Exercise Notice.

4.5.3 Where a Warrantheader exercises part only (but not all) of the subscription rights represented by Warrants registered in his name, the Company shall despatch a balancing Warrant Certificate in the name of the exercising Warrantheader in respect of any Warrants remaining unexercised by ordinary post to the address specified in the relevant Exercise Notice (or, failing which, to his address specified in the Warrant Register) and at the risk of that Warrantheader and where such Warrantheader exercises part only (and not all) of his Warrants registered in the name of CDP, the number of Warrants represented by the Warrant Certificate registered in the name of CDP shall be deemed to have been reduced for all purposes by the number of Warrants so exercised. Without prejudice to the foregoing, the Company may, in exchange for the existing Warrant Certificate(s), deliver to CDP a balancing Warrant Certificate in the name of CDP in respect of any Warrants remaining unexercised.

4.5.4 The New Shares will rank for any dividends, rights, allotments or other distributions, the Record Date for which shall fall on or after the relevant Exercise Date. Subject as aforesaid, the New Shares shall rank *pari passu* in all other respects with the then existing Shares. For the purpose of this Condition 4.5, “**Record Date**” means, in relation to any dividends, rights, allotments or other distributions, the date on which as at the close of business, Shareholders must be registered with the Company, in order to participate in such dividends, rights, allotments or other distributions.

4.6 Warrant Agent

4.6.1 The name of the initial Warrant Agent and its specified office is set out below and on the Warrant Certificate. The Company reserves the right at any time to vary or terminate the appointment of the Warrant Agent PROVIDED ALWAYS THAT it will at all times maintain a Warrant Agent approved in writing by CDP having a specified office in Singapore, so long as any of the Warrants are outstanding. Notice of any such termination or appointment and of any changes in the name or specified office of the Warrant Agent will be given to the Warrantheaders in accordance with Condition 11.

Warrant Agent: B.A.C.S. Private Limited

Specified office: 8 Robinson Road
#03-00 ASO Building
Singapore 048544

4.7 Register of Warrantheaders

4.7.1 The Warrant Agent will maintain a register containing particulars of the Warrantheaders (other than Warrantheaders who are Depositors) and such other information relating to the Warrants as the Company may require (the “**Warrant Register**”). The Warrant Register may be closed during such periods when the register of transfers and the Register of Members are deemed to be closed and during such periods as may be required to determine the adjustments to the Exercise Price and/or the number of Warrants held by any Warrantheader or during such other periods as the Company may determine. Notice of the closure of the Warrant Register and (if applicable) the Depository Register will be given to the Warrantheaders in accordance with Condition 11.

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

4.7.2 Except as required by law or as ordered by a court of competent jurisdiction, the Company and the Warrant Agent shall be entitled to rely on the Warrant Register (where the registered holder of a Warrant is a person other than CDP) or the Depository Register (where CDP is the registered holder of a Warrant) or any statement or certificate issued by CDP to the Company or any Warrantheader (as made available to the Company and/or the Warrant Agent) to ascertain the identity of the Warrantheaders, the number of Warrants to which any such Warrantheaders are entitled, to give effect to the exercise of the subscription rights constituted by the Warrants and for all other purposes in connection with the Warrants (whether or not the Company shall be in default in respect of the Warrants or any of the terms and conditions contained herein or in the Deed Poll and notwithstanding any notice of ownership or writing thereon or notice of any claim on or loss or theft or forgery of any Warrant or Warrant Certificate).

4.7.3 Except as required by law:

- (a) the person in whose name a Warrant is registered (other than CDP); and
- (b) (where a Warrant is registered in the name of CDP) the Depositor for the time being appearing in the Depository Register maintained by CDP as having such Warrant credited to his Securities Account;

will be deemed and treated as the absolute owner of that Warrant (whether or not the Company shall be in default in respect of the Warrants or any of the covenants contained in the Deed Poll and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft of the relevant Warrant Certificate or any express notice to the Company or Warrant Agent or any other related matter) for the purpose of giving effect to the exercise of the rights constituted by the Warrants and for all other purposes in connection with the Warrants.

5. ADJUSTMENTS TO EXERCISE PRICE AND NUMBER OF WARRANTS

5.1 The Exercise Price and the number of Warrants held by each Warrantheader shall from time to time be adjusted by the Directors in consultation with an Approved Bank (at the option of the Company unless otherwise stated herein) in accordance with Condition 5.2, which adjustment shall be certified by the Auditors. The Exercise Price and the number of Warrants held by each Warrantheader shall subject to Conditions 5.3 and 5.4 from time to time be adjusted as provided in these Conditions and the Deed Poll in all or any of the following cases:

5.1.1 an issue by the Company of Shares to Shareholders credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature or not and including any capital redemption reserve fund) to its Shareholders (other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend);

5.1.2 a Capital Distribution (as defined below) made by the Company to its Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets);

5.1.3 an offer or invitation made by the Company to its Shareholders under which they may acquire or subscribe for Shares by way of rights;

5.1.4 an issue (otherwise than pursuant to a rights issue available to all Shareholders, requiring an adjustment under Condition 5.1.3 above, and other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) by the Company of Shares if the Total Effective Consideration (as defined below) for each Share is less than ninety per cent. (90%) of the Last Dealt Price for each Share (calculated as provided below); or

5.1.5 any consolidation, subdivision or conversion of Shares.

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

For the purposes of these Conditions, the “**Auditors**” means the auditors for the time being of the Company or, in the event of their being unable or unwilling to carry out any action required of them pursuant to the Deed Poll or these Conditions, such other auditors as may be nominated by the Company.

5.2 Subject to these Conditions (and in particular Condition 5.3) and the Deed Poll, the Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted in accordance with the following provisions (but so that if the event giving rise to any such adjustment shall be capable of falling within any two or more of Conditions 5.1.1 to 5.1.5 or if such event is capable of giving rise to more than one adjustment, the adjustment shall be made in such manner as the Approved Bank and/or the Auditors shall determine):

5.2.1 If and whenever the Company shall make any issue of Shares to its Shareholders credited as fully paid, by way of capitalisation of profits or reserves (whether of a capital or income nature and including any capital redemption reserve fund, other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) the Exercise Price and the number of Warrants held by each Warrantholder shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{A}{A + B} \times P$$

$$\text{Adjusted number of Warrants} = \frac{A + B}{A} \times W$$

where:

A = the aggregate number of issued and fully paid-up Shares immediately before such capitalisation issue;

B = the aggregate number of Shares to be issued pursuant to any allotment to Shareholders credited as fully paid by way of capitalisation of profits or reserves (including any capital redemption reserve fund other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend);

P = existing Exercise Price; and

W = existing number of Warrants held.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue.

For the purpose of this Condition 5, “**record date**” in relation to the relevant transaction means the date as at the close of business on which Shareholders must be registered as such to participate therein.

5.2.2 If and whenever:

- (a) the Company shall make a Capital Distribution (as defined below) to Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or
- (b) the Company shall make any offer or invitation to its Shareholders under which they may acquire or subscribe for Shares by way of rights,

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

then the Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{C - D}{C} \times P$$

and in respect of each case referred to in Condition 5.2.2(b) above, the number of Warrants held by each Warrantholder shall be adjusted in the following manner:

$$\text{Adjusted number of Warrants} = \frac{C}{C - D} \times W$$

where:

C = the average of the Last Dealt Prices on the five (5) Market Days immediately before the date on which the Capital Distribution (as defined below), or any offer or invitation referred to in Condition 5.2.2(b) above, as the case may be, is publicly announced or (failing any such announcement), immediately preceding the date of the Capital Distribution (as defined below) or, as the case may be, of the offer or invitation;

D = (i) in the case of an offer or invitation to acquire or subscribe for Shares by way of rights under Condition 5.2.2(b) above, the value of the rights attributable to one Share (as defined below); or (ii) in the case of any other transaction falling within Condition 5.2.2 above, the fair market value, as determined by an Approved Bank (with the concurrence of the Auditors), of that portion of the Capital Distribution (as defined below) or of the nil paid rights attributable to one Share;

P = as in P above; and

W = as in W above.

For the purpose of definition (i) of “D” above the “**value of the rights attributable to one Share**” shall be calculated in accordance with the formula:

$$\frac{C - E}{F + 1}$$

where:

C = as in C above;

E = the subscription price for one additional Share under the offer or invitation to acquire or subscribe for Shares by way of rights; and

F = the number of Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one additional Share by way of rights.

For the purposes of Conditions 5.1.2 and 5.2.2(a) above, “**Capital Distribution**” shall (without prejudice to the generality of that expression) include distributions in cash or specie (other than dividends) or by way of issue of Shares (not falling under Condition 5.2.1) or other securities credited as fully or partly paid up by way of capitalisation of profits or reserves (including any capital redemption reserve fund other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend).

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue pursuant to Condition 5.2.2(a).

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the closing date for the above transactions for such issue pursuant to Condition 5.2.2(b) above.

For the purposes of this Condition 5, “**closing date**” shall mean the date by which acceptance and payment for the Shares is to be made under the terms of such offer or invitation.

- 5.2.3 If and whenever the Company makes any allotment to its Shareholders as provided in Condition 5.2.1 above and also makes any offer or invitation to its Shareholders as provided in Condition 5.2.2(b) above and the record date for the purpose of the allotment is also the record date for the purpose of the offer or invitation, the Exercise Price and the number of Warrants held by each Warrantholder shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{(G \times C) + (H \times E)}{(G + H + B) \times C} \times P$$

$$\text{Adjusted number of Warrants} = \frac{(G + H + B) \times C}{(G \times C) + (H \times E)} \times W$$

Where:

B = as in B above;

C = as in C above;

E = as in E above;

G = the aggregate number of issued and fully paid-up Shares on the record date;

H = the aggregate number of new Shares to be issued under an offer or invitation to acquire or subscribe for Shares by way of rights;

P = as in P above; and

W = as in W above.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the closing date for the above transactions.

- 5.2.4 If and whenever (otherwise than pursuant to a rights issue available to all Shareholders alike and requiring an adjustment under Conditions 5.2.2(b) or 5.2.3 other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) the Company shall issue any Shares and the Total Effective Consideration for each Share (as defined below) is less than ninety per cent. (90%) of the average Last Dealt Price on SGX-ST on the five (5) Market Days before the date on which the issue price of such Shares is determined, or, if such price is determined either before the close of business on SGX-ST for that day or on a day which is not a Market Day, on the prior Market Day, the Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{M + N}{M + O} \times P$$

where:

M = the number of Shares in issue at the close of business on SGX-ST on the Market Day immediately preceding the date on which the relevant adjustment becomes effective;

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

N = the number of Shares which the Total Effective Consideration (as defined below) would have purchased at such average Last Dealt Price for the five (5) Market Days immediately preceding the date on which the issue price of such Shares is determined (exclusive of expenses);

O = the aggregate number of Shares so issued; and

P = as in P above.

Each such adjustment will be effective (if appropriate, retroactively) from the close of business on SGX-ST on the Market Day before the date on which the issue is announced, or (failing any such announcement) before the date on which the Company determines the offering price of such Shares.

For the purpose of Conditions 5.1.4 and 5.2.4, the “**Total Effective Consideration**” shall be determined by the Directors with the concurrence of an Approved Bank and shall be the aggregate consideration receivable by the Company on payment in full for such Shares, without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the “**Total Effective Consideration for each Share**” shall be the Total Effective Consideration divided by the number of Shares issued as aforesaid.

5.2.5 If, and whenever, consolidation, subdivision or conversion of the shares occurs, the Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{A}{B_1} \times P$$

and the number of Warrants shall be adjusted in the following manner:

$$\text{Adjusted number of Warrants} = \frac{B_1}{A} \times W$$

where:

A = as in A above;

B₁ = the aggregate number of issued and fully paid up shares immediately after such consolidation or sub-division or conversion;

P = as in P above; and

W = as in W above,

such adjustments will be effective from the close of the Market Day immediately preceding the date on which the consolidation, subdivision or conversion becomes effective.

5.3 Notwithstanding any of the provisions hereinbefore contained, no adjustment to the Exercise Price and the number of Warrants held by each Warrantholder will be required in respect of:

5.3.1 an issue by the Company of Shares or other securities convertible into rights to acquire or subscribe for shares to officers, including directors, or employees of the Company or any of its Subsidiaries pursuant to any purchase or option scheme approved by the Shareholders in general meeting;

5.3.2 an issue by the Company of Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business;

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

- 5.3.3 any issue by the Company of Shares pursuant to the exercise of any of the Warrants and any other warrants or the conversion of any convertible securities previously issued by the Company;
- 5.3.4 any issue by the Company of securities convertible into Shares or rights to acquire or subscribe for Shares and the issue of Shares arising from the conversion or exercise of such securities or rights, issued subsequent to the issue of Warrants, whether by itself or together with any other issues; or
- 5.3.5 any purchase by the Company of Shares pursuant to any share purchase scheme approved by Shareholders in general meeting subsequent to the issue of Warrants, whether such Shares purchased pursuant to any such share purchase scheme are deemed cancelled or held in treasury.
- 5.4 If any offer or invitation for Shares is made otherwise than by the Company to the Shareholders, then the Company shall so far as it is able to, procure that at the same time an offer or invitation is made to the then Warranholders as if their rights to subscribe for New Shares had been exercised the day immediately preceding the date on which as at the close of business Shareholders must be registered in order to participate in such offer or invitation on the basis then applicable, provided always that the failure by the Company to procure that an offer or invitation is so made as aforesaid shall not be a breach by the Company of its obligations under these Conditions or the Deed Poll.
- 5.5 Any adjustment to the Exercise Price will be rounded upwards to the nearest point one (0.1) cent. No adjustments to the Exercise Price shall be made unless it has been certified to be in accordance with Condition 5.2 above by the Auditors. No adjustment will be made to the Exercise Price in any case in which the amount by which the same would be reduced would be less than point one (0.1) cent but any adjustment which would otherwise then be required will be carried forward and taken into account appropriately in any subsequent adjustment.
- 5.6 Any adjustment to the number of Warrants held by each Warranholder will be rounded downwards to the nearest whole Warrant. No adjustment to the number of Warrants held by each Warranholder shall be made unless (a) it has been certified to be in accordance with Condition 5.2 above by the Auditors and (b) approval has been granted by SGX-ST for the listing of and quotation for such additional Warrants as may be issued as a result of such adjustment and such additional Shares as may be issued on the exercise of any of such Warrants. If for any reason an event giving rise to an adjustment (the **"First Adjustment"**) made to the Exercise Price or the number of Warrants held by each Warranholder pursuant to these Conditions is cancelled, revoked or not completed, the Exercise Price or the number of Warrants held by each Warranholder shall at the discretion of the Company be readjusted to the amount prevailing immediately prior to the First Adjustment with effect from such date and in such manner as an Approved Bank may consider appropriate.
- 5.7 Notwithstanding the provisions referred to in this Condition 5, in any circumstances where the Directors consider that any adjustments to the Exercise Price and/or the number of Warrants held by each Warranholder provided under the said provisions should not be made or should be calculated on a different basis or date or should take effect on a different date or that an adjustment to the Exercise Price and/or the number of Warrants held by each Warranholder should be made notwithstanding that no such adjustment is required or contemplated under the said provisions, the Company may at its discretion appoint an Approved Bank to consider whether for any reason whatsoever the adjustment to be made (or the absence of an adjustment) or the adjustment to be made in accordance with the provisions of this Condition 5 is appropriate or inappropriate, as the case may be, and, if such Approved Bank shall consider the adjustment to be inappropriate, the adjustment shall be modified or nullified or an adjustment made instead of no adjustment in such manner as shall be considered by such Approved Bank to be in its opinion appropriate.
- 5.8 Whenever there is an adjustment as herein provided, the Company shall give notice to Warranholders in accordance with Condition 11 that the Exercise Price and/or the number of Warrants held by each Warranholder has/have been adjusted and setting forth the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

adjustment, the adjusted Exercise Price and/or the number of Warrants and the effective date of such adjustment and shall at all times thereafter so long as any of the Warrants remains exercisable make available for inspection at the specified office for the time being of the Warrant Agent:

5.8.1 a signed copy of the certificate of the Auditors certifying the adjustment to the Exercise Price and/or the number of Warrants; and

5.8.2 a certificate signed by a Director setting forth brief particulars of the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or the number of Warrants and the effective date of such adjustment,

and shall, on request and at the expense of the Warrantheader, send a copy thereof to any Warrantheader. Whenever there is an adjustment to the number of Warrants held by each Warrantheader, the Company will, as soon as practicable but not later than seven (7) Market Days after the effective date of such adjustment (or such longer period as the SGX-ST may permit), despatch by ordinary post Warrant Certificates for the additional number of Warrants issued to each Warrantheader, at the risk and expense of that Warrantheader, to his address appearing in the Warrant Register or, in respect of Warrants registered in the name of CDP, to CDP provided that if additional Warrants are issued to each Warrantheader as a result of an adjustment which is cancelled, revoked or not completed and the number of Warrants held by each Warrantheader is readjusted pursuant to Condition 5.5, such additional Warrants shall be deemed to be cancelled with effect from such date and in such manner as an Approved Bank may consider appropriate.

- 5.9 If the Directors, the Approved Bank and/or the Auditors are unable to agree upon any adjustment required under these provisions, the Directors shall refer the adjustment to the decision of another Approved Bank acting as expert and not as arbitrator and whose decision as to such adjustment shall be final and conclusive and no certification by the Auditors shall in such circumstances be necessary.
- 5.10 Without prejudice to the generality of Condition 5.7, if the Company shall in any way modify the rights attached to any share or loan capital so as to convert or make convertible such share or loan capital into Shares, or attach thereto any rights to acquire or subscribe for Shares, the Company shall appoint an Approved Bank to consider whether any adjustment is appropriate and if such Approved Bank and the Directors shall determine that an adjustment is appropriate, the Exercise Price and/or the number of Warrants held by each Warrantheader shall be adjusted accordingly.
- 5.11 Any new Warrants which may be issued by the Company under this Condition 5 shall be part of the series of Warrants constituted by the Deed Poll, and shall be issued, subject to and with the benefit of the Deed Poll and these Conditions, on such terms and conditions as the Directors may from time to time think fit.
- 5.12 In giving any certificate or making any adjustment hereunder, the Auditors and the Approved Bank shall be deemed to be acting as experts and not as arbitrators and in the absence of manifest error, their decisions shall be conclusive and binding on the Company, the Warrantheaders and all other persons having an interest in the Warrants.
- 5.13 Notwithstanding anything herein contained, any adjustment to the Exercise Price and/or the number of Warrants held by each Warrantheader other than in accordance with the provisions of this Condition 5 shall be subject to the approval of SGX-ST and agreed to by the Company, the Auditors and the Approved Bank. Any adjustment made pursuant to Condition 5 shall (unless otherwise provided under the rules of the SGX-ST from time to time) be announced by the Company to the SGX-ST.
- 5.14 Nothing shall prevent or restrict the buy-back of any classes of shares pursuant to applicable law and the requirements of SGX-ST. For the avoidance of doubt, no approval or consent of the Warrantheaders shall be required for such buyback of any classes of shares and there shall be no adjustments to the Exercise Price and number of Warrants by reason of such buy-back of any classes of shares.

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

6. WINDING UP OF THE COMPANY

- 6.1 If an effective resolution is passed during the Exercise Period for a members' voluntary winding up of the Company, for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement approved by the Warranholders by way of a Special Resolution, the terms of such scheme of arrangement shall be binding on all the Warranholders and all persons having an interest in the Warrants.
- 6.2 In any other case, if notice is given by the Company to its members to convene a general meeting for the purposes of considering a members' voluntary winding-up of the Company, every Warranholder shall be entitled upon and subject to the Deed Poll and the Conditions, at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding-up of the Company, by irrevocable surrender of his Warrant Certificate(s) to the Company with the Exercise Notice(s) duly completed, together with all payments payable under Conditions 4.1 and 4.2, to elect to be treated as if he had immediately prior to the commencement of such winding-up exercised the Warrants to the extent specified in the Exercise Notice(s) and had on such date been the holder of the Shares to which he would have become entitled pursuant to such exercise and the liquidator of the Company shall give effect to such election accordingly. The Company shall give notice to the Warranholders in accordance with the Deed Poll and the Conditions of the passing of any such resolution within seven (7) days after the passing thereof.
- 6.3 Subject to the foregoing, if the Company is wound up for any other reasons, all Warrants which have not been exercised at the date of the passing of such resolution shall lapse and the Warrants shall cease to be valid for any purpose.

7. FURTHER ISSUES

Subject to the Conditions, the Company shall be at liberty to issue Shares to Shareholders either for cash or as a bonus distribution and further subscription rights upon such terms and conditions as the Company sees fit but the Warranholders shall not have any participating rights in such issue of Shares unless otherwise resolved by the Company in general meeting or in the event of a takeover offer to acquire the Shares.

8. MEETINGS OF WARRANTHOLDERS AND MODIFICATION OF RIGHTS

- 8.1 Schedule 2 of the Deed Poll sets out the provisions for convening meetings of the Warranholders to consider any matter affecting their interests, including the sanctioning by Special Resolution of a modification of the Warrants or the Deed Poll. Such a meeting may be convened by the Company or Warranholders holding not less than twenty per cent. (20%) of the Warrants for the time being remaining unexercised. The quorum at any such meeting for passing a Special Resolution shall be two (2) or more Warranholders present in person or by proxy duly appointed by Warranholders holding or representing not less than fifty per cent. (50%) of the Warrants for the time being unexercised.
- 8.2 At any adjourned meeting, two (2) or more persons present being or representing Warranholders whatever the number of Warrants so held or represented shall form a quorum, except that at any meeting the business of which includes the modification of certain provisions of the Warrants or of the Deed Poll (including cancelling the subscription rights constituted by the Warrants or changing the exercise period) the necessary quorum for pressing a Special Resolution shall be two (2) or more persons or representing not less than seventy-five per cent. (75%) or at any adjournment of such meeting over fifty per cent. (50%) of the Warrants for the time being remaining unexercised. A Special Resolution duly passed at any meeting of Warranholders shall be binding on all Warranholders, whether or not they were present at the meeting. Warrants which have not been exercised but have been lodged for exercise shall not, unless and until they are withdrawn from lodgement, confer the right to attend or vote at, or join in convening, or be counted in the quorum for any meeting of Warranholders.

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

8.3 The Company may, without the consent of the Warrantheolders but in accordance with the terms of the Deed Poll, effect any modification to the Warrants, the Deed Poll or the Warrant Agency Agreement which, in the opinion of the Company:

8.3.1 is not materially prejudicial to the interests of the Warrantheolders;

8.3.2 is of a formal, technical or minor nature or to correct a manifest error or to comply with mandatory provisions of Singapore law or the rules and regulations of SGX-ST; and/or

8.3.3 is to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of new Shares arising from the exercise of the Warrants or meetings of the Warrantheolders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on SGX-ST.

Any such modification shall be binding on the Warrantheolders and all persons having an interest in the Warrants and shall be notified to them in accordance with Condition 11 as soon as practicable thereafter.

8.4 Notwithstanding Condition 8.3 above, no material alteration to the terms of the Warrants after the issue thereof to the advantage of the Warrantheolders and prejudicial to Shareholders shall be made unless first approved by the Shareholders in general meeting, and, if necessary, SGX-ST.

8.5 Except where the alterations are made pursuant to these Conditions (including but not limited to alterations made pursuant to and in accordance with Condition 5 above or Condition 8.3 or Condition 8.4 above), the Company shall not:

8.5.1 extend the Exercise Period;

8.5.2 issue new warrants to replace the Warrants;

8.5.3 change the Exercise Price; or

8.5.4 change the exercise ratio of the Warrants.

9. REPLACEMENT OF WARRANT CERTIFICATES

If a Warrant Certificate is mutilated, defaced, lost, stolen or destroyed, it may, subject to applicable law and at the discretion of the Company, be replaced upon request by the Warrantheolder at the specified office for the time being of the Warrant Agent on payment of such costs as may be incurred in connection therewith, and on such terms as to evidence, indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Warrant Certificate in respect of the Warrants is subsequently exercised, there will be paid to the Company on demand the market value of the Warrants at the time of the replacement thereof), advertisement, undertaking and otherwise as the Company and/or the Warrant Agent may require. Mutilated or defaced Warrant Certificates must be surrendered to the Warrant Agent before replacements will be issued. The replacement Warrant Certificate will be issued to the registered holder of the Warrant Certificate replaced.

10. TRANSFER AND TRANSMISSION OF WARRANTS

10.1 Subject to the provisions contained herein, the Warrants shall be transferable in lots entitling the Warrantheolder to subscribe for whole numbers of New Shares and so that no person shall be recognised by the Company as having title to Warrants entitling the holder thereof to subscribe for a fractional part of a New Share or otherwise than as the sole or joint holder of the entirety of such New Share.

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

- 10.2 Subject to applicable law and the Conditions, a Warrant which is not registered in the name of CDP may only be transferred in accordance with the following provisions of this Condition 10.2:
- 10.2.1 a Warrantholder whose Warrants are registered in the name of a person other than CDP (the “**Transferor**”) shall lodge, during normal business hours on any Market Day at the specified office of the Warrant Agent, the Transferor’s Warrant Certificate(s) together with a transfer form as prescribed by the Company from time to time (the “**Transfer Form**”) duly completed and signed by, or on behalf of, the Transferor and the transferee and duly stamped in accordance with any applicable law for the time being in force relating to stamp duty and accompanied by the fees and expenses set out in the Deed Poll, provided that the Company and the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to CDP. A Transferor shall be deemed to remain a Warrantholder of the Warrants until the name of the transferee is entered in the Register of Warrantholders by the Warrant Agent;
- 10.2.2 the Transferor shall furnish such evidence (if any) as the Warrant Agent may require to determine the due execution of the Transfer Form by or on behalf of the transferring Warrantholder;
- 10.2.3 the Transferor shall pay the expenses of, and submit any necessary documents required in order to effect the delivery of the new Warrant Certificate(s) to be issued in the name of the transferee;
- 10.2.4 the Transfer Form shall be accompanied by the registration fee (such fee being for the time being a sum of S\$2.00 (excluding any goods and services tax) for each Warrant Certificate to be transferred) which shall be payable by cash or cheque together with any stamp duty and any goods and services tax (if any) specified by the Warrant Agent to the Transferor, such evidence as the Warrant Agent may require to determine and verify the due execution of the Transfer Form and payment of the expenses of, and submit, such documents as the Warrant Agent may require to effect delivery of the new Warrant Certificate(s) to be issued in the name of the transferee;
- 10.2.5 if the Transfer Form has not been fully or correctly completed by the Transferor or the full amount of the fees and expenses due to the Warrant Agent have not been paid to the Warrant Agent, the Warrant Agent shall return such Transfer Form to the Transferor accompanied by written notice of the omission(s) or error(s) and requesting the Transferor to complete and/or amend the Transfer Form and/or to make the requisite payment; and
- 10.2.6 if the Transfer Form has been fully and correctly completed, the Warrant Agent shall as agent for and on behalf of the Company:
- (a) register the person named in the Transfer Form as transferee in the Warrant Register as registered holder of the Warrant in place of the Transferor;
 - (b) cancel the Warrant Certificate(s) in the name of the Transferor; and
 - (c) issue new Warrant Certificate(s) in respect of the Warrants registered in the name of the transferee.
- 10.3 With respect to Warrants registered in the name of CDP, any transfer of such Warrants shall be effected subject to and in accordance with the Conditions, applicable law and the rules of CDP as amended from time to time and where the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by the CDP by way of book-entry. A Depositor shall be deemed to remain a Warrantholder of the Warrants until the name of the transferee is entered in the Depository Register by CDP.
- 10.4 The executors and administrators of a deceased Warrantholder whose Warrants are registered otherwise than in the name of CDP (not being one of several joint holders) or, if the registered holder of the Warrants is CDP, of a deceased Depositor and, in the case of the death of one

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

or more of several joint holders, the survivor or survivors of such joint holders shall be the only persons recognised by the Company and the Warrant Agent as having any title to the Warrants and shall be entitled to be registered as a holder of the Warrants upon the production by such persons to the Company and the Warrant Agent of such evidence as may be reasonably required by the Company and the Warrant Agent to prove their title and on completion of a Transfer Form and the payment of such fees and expenses referred to in Conditions 10.2.3 and 10.2.4. Conditions 10.2 and 10.3 shall apply *mutatis mutandis* to any transfer of the Warrants by such persons.

- 10.5 A Transferor or Depositor, as the case may be, shall be deemed to remain a Warrantholder of the Warrant until the name of the transferee is entered in the Warrant Register by the Warrant Agent or in the Depository Register by CDP, as the case may be.
- 10.6 Where the transfer relates to part only (but not all) of the Warrants represented by a Warrant Certificate, the Company shall deliver or cause to be delivered to the Transferor at the cost of the Transferor, a Warrant Certificate in the name of the Transferor in respect of any Warrants not transferred.

11. NOTICES

Each Warrantholder is required to nominate an address in Singapore for service of notices and documents by giving a notice in writing to the Company and the Warrant Agent, failing which such Warrantholder shall not be entitled to receive any notices or documents. Notices to Warrantholders may be sent by ordinary post to their respective addresses so nominated (and in the case of joint holdings, to the Warrantholder whose name appears first in the Warrant Register or, where applicable, the relevant record of CDP in respect of joint holdings) or be given by advertisement in a leading daily English language newspaper in circulation in Singapore. Such notices shall be deemed to have been given in the case of posting, on the date of posting and in the case of advertisement, on the date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made. If such advertisement is not practicable, notice can be given in such manner as the Company and the Warrant Agent may agree in writing.

All notices required to be given pursuant to these Conditions shall also be announced by the Company on SGXNET on the same day as such notice is first published in any leading English language newspaper in circulation in Singapore.

12. NOTICE OF EXPIRATION DATE

The Company shall, not later than one (1) month before the Expiration Date, give notice to the Warrantholders in accordance with Condition 11, of the Expiration Date. Additionally, the Company shall not later than one (1) month before the Expiration Date, take reasonable steps to notify the Warrantholders in writing of the Expiration Date and such notice shall be delivered by post to the address of the Warrantholder as recorded in the Warrant Register, or in the case of Warrant holders whose Warrants are registered in the name of CDP, their addresses as shown in the records of CDP. Proof of posting or despatch of any notice shall be deemed to be proof of receipt on the next Market Day after posting.

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

The Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, as may be modified, re-enacted, amended, supplemented or reconstituted from time to time, shall not under any circumstances apply to any provision of the Deed Poll and/or any term or condition of the Warrants and any person who is not a party to the Deed Poll shall have no right whatsoever to enforce any provision of the Deed Poll and/or any term or condition of the Warrants.

APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

14. GOVERNING LAW

The Warrants and these Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Company submits and each Warranholder is deemed to irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Republic of Singapore for all purposes in relation to the Warrants and these Conditions but the foregoing shall not prevent or restrict any of them from enforcing any judgment obtained from a Singapore court in any other jurisdiction.

Notes:

- (1) The attention of Warranholders is drawn to Rule 14 of the Singapore Code on Take-overs and Mergers and sections 139 and 140 of the Securities and Futures Act, Chapter 289 of Singapore. In general terms, these provisions regulate the acquisition of effective control of public companies. Warranholders should consider the implications of these provisions before they exercise their respective Warrants. In particular, a Warranholder should note that he may be under an obligation to extend a takeover offer for the Company if:
 - (a) he intends to acquire, by exercise of the Warrants or otherwise, whether at one time or different times, Shares which (together with Shares owned or acquired by him or persons acting in concert with him) carry thirty per cent. (30%) or more of the voting rights of the Company; or
 - (b) he, together with persons acting in concert with him, holds not less than thirty per cent. (30%) but not more than fifty per cent. (50%) of the voting rights of the Company; and either alone or together with persons acting in concert with him, intends to acquire additional Shares by the exercise of the Warrants or otherwise in any period of six (6) months, increasing such percentage of the voting rights by more than one per cent. (1%).
- (2) The attention of the Warranholders is drawn to Condition 3.2 of the Terms and Conditions of the Warrants relating to restrictions on the exercise of the Warrants.
- (3) A Warranholder who, after exercise of this Warrant, has an interest in not less than five per cent. (5%) of the aggregate of the nominal amount of the issued share capital of the Company, is under an obligation to notify the Company of his interest in the manner set out in section 82 of the Act and section 135 of the Securities and Futures Act, Chapter 289 of Singapore.

APPENDIX B – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

1. INTRODUCTION

- 1.1 Entitled Depositors are entitled to receive this Offer Information Statement and the ARE which forms part of this Offer Information Statement. For the purposes of this Offer Information Statement, any reference to an application by way of an Electronic Application without reference to such an Electronic Application being made through an ATM shall, where the Entitled Depositor is a Depository Agent, be taken to include an application made *via* the SGX-SSH Service.
- 1.2 The provisional allotments of Rights Shares with Warrants are governed by the terms and conditions of this Offer Information Statement, (if applicable) the Constitution of the Company and the instructions in the ARE.

The number of Rights Shares with Warrants provisionally allotted to each Entitled Depositor is indicated in the ARE (fractional entitlements (if any) having been disregarded). The Securities Accounts of Entitled Depositors have been credited by CDP with the provisional allotments of Rights Shares with Warrants as indicated in the ARE. Entitled Depositors may accept their provisional allotments of Rights Shares with Warrants in full or in part and are eligible to apply for Rights Shares with Warrants in excess of their provisional allotments under the Rights cum Warrants Issue. Full instructions for the acceptance of and payment for the provisional allotments of Rights Shares with Warrants and payment for excess Rights Shares with Warrants are set out in the Offer Information Statement as well as the ARE.

- 1.3 If an Entitled Depositor wishes to accept his provisional allotment of Rights Shares with Warrants specified in the ARE, in full or in part, and (if applicable) apply for excess Rights Shares with Warrants, he may do so by way of an Electronic Application or by completing and signing the relevant sections of the ARE. An Entitled Depositor should ensure that the ARE is accurately completed and signed, failing which the acceptance of the provisional allotment of Rights Shares with Warrants and (if applicable) application for excess Rights Shares with Warrants may be rejected.

For and on behalf of the Company, CDP reserves the right to refuse to accept any acceptance(s) and (if applicable) excess application(s) if this ARE is not accurately completed and signed or if the “Free Balance” of your Securities Account is not credited with, or is credited with less than the relevant number of Rights Shares with Warrants accepted as at the last time and date for acceptance, application and payment or for any other reason(s) whatsoever the acceptance and (if applicable) the excess application is in breach of the terms of the ARE or the Offer Information Statement, at CDP’s absolute discretion, and to return all monies received to the person(s) entitled thereto **BY CREDITING HIS/THEIR BANK ACCOUNT(S) WITH THE RELEVANT PARTICIPATING BANK** (if he/they accept and (if applicable) apply through an ATM of a Participating Bank) or **BY MEANS OF A CROSSED CHEQUE SENT BY ORDINARY POST**, as the case may be, (in each case) **AT HIS/THEIR OWN RISK** or in such other manner as he/they may have agreed with CDP for the payment of any cash distributions without interest or any share of revenue or other benefit arising therefrom (if he/they accept and (if applicable) apply through CDP).

AN ENTITLED DEPOSITOR MAY ACCEPT HIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES WITH WARRANTS SPECIFIED IN HIS ARE AND (IF APPLICABLE) APPLY FOR EXCESS RIGHTS SHARES WITH WARRANTS EITHER THROUGH CDP AND/ OR BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK. WHERE AN ENTITLED DEPOSITOR IS A DEPOSITORY AGENT, IT MAY MAKE ITS ACCEPTANCE AND EXCESS APPLICATION (IF APPLICABLE) VIA THE SGX-SSH SERVICE.

Where an acceptance, application and/or payment does not conform strictly to the terms set out under this Offer Information Statement, the ARE, the ARS, the PAL and/or any other application form for the Rights Shares and/or excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue or which does not comply with the instructions for an Electronic Application, or in the case of an application by the ARE, the ARS, the PAL, and/or any other application form for the Rights Shares with Warrants and/or excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue which is illegible, incomplete, incorrectly completed, unsigned, signed

APPENDIX B – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

but not in its originality or which is accompanied by an improperly or insufficiently drawn remittance, the Company and/or CDP may, at their/its absolute discretion, reject or treat as invalid any such acceptance, application, payment and/or other process of remittances at any time after receipt in such manner as they/it may deem fit.

The Company and CDP shall be authorised and entitled to process each application submitted for the acceptance of the provisional allotment of Rights Shares with Warrants, and where applicable, application for excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue and the payment received in relation thereto, pursuant to such application, by an Entitled Shareholder, on its own, without regard to any other application and payment that may be submitted by the same Entitled Shareholder. For the avoidance of doubt, insufficient payment for an application may render the application invalid; evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application and (if applicable) application for excess Rights Shares with Warrants.

- 1.4 Unless expressly provided to the contrary in this Offer Information Statement, the ARE and/or the ARS with respect to enforcement against Entitled Depositors or their renounees, a person who is not a party to any contracts made pursuant to this Offer Information Statement, the ARE or the ARS has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B, of Singapore to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

2. MODE OF ACCEPTANCE AND APPLICATION

2.1 Acceptance/Application by way of Electronic Application through an ATM of a Participating Bank

Instructions for Electronic Applications through ATMs to accept the Rights Shares with Warrants provisionally allotted or (if applicable) to apply for excess Rights Shares with Warrants will appear on the ATM screens of the respective Participating Banks. Please refer to Appendix D of this Offer Information Statement for the additional terms and conditions for Electronic Applications through an ATM of a Participating Bank.

IF AN ENTITLED DEPOSITOR MAKES AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK, HE WOULD HAVE IRREVOCABLY AUTHORISED THE PARTICIPATING BANK TO DEDUCT THE FULL AMOUNT PAYABLE FROM HIS BANK ACCOUNT WITH SUCH PARTICIPATING BANK IN RESPECT OF SUCH APPLICATION. IN THE CASE OF AN ENTITLED DEPOSITOR WHO HAS ACCEPTED THE RIGHTS SHARES WITH WARRANTS PROVISIONALLY ALLOTTED TO HIM BY WAY OF THE ARE AND/OR THE ARS AND/OR HAS APPLIED FOR EXCESS RIGHTS SHARES WITH WARRANTS BY WAY OF THE ARE AND ALSO BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK, THE COMPANY AND/OR CDP SHALL BE AUTHORISED AND ENTITLED TO ACCEPT HIS INSTRUCTIONS IN WHICHEVER MODE OR COMBINATION AS THE COMPANY AND/OR CDP MAY, IN THEIR ABSOLUTE DISCRETION, DEEM FIT.

2.2 Acceptance/Application through CDP

If the Entitled Depositor wishes to accept the provisional allotment of Rights Shares with Warrants and (if applicable) apply for excess Rights Shares with Warrants through CDP, he must:

- (a) complete and sign the ARE. In particular, he must state in Part C(i) of the ARE the number of Rights Shares with Warrants provisionally allotted to him which he wishes to accept and the number of excess Rights Shares with Warrants applied for and in Part C(ii) of the ARE the 6 digits of the Cashier's Order/Banker's Draft; and

APPENDIX B – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

- (b) deliver the duly completed and original signed ARE accompanied by **A SINGLE REMITTANCE** for the full amount payable for the relevant number of Rights Shares with Warrants accepted and (if applicable) excess Rights Shares with Warrants applied for:
- (i) by hand to **ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 9 NORTH BUONA VISTA DRIVE #01-19/20, THE METROPOLIS, SINGAPORE 138588**; or
 - (ii) by post, **AT THE SENDER'S OWN RISK**, in the self-addressed envelope provided, to **ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147**,

in each case so as to arrive not later than **5.00 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The payment for the relevant number of Rights Shares with Warrants accepted and (if applicable) excess Rights Shares with Warrants applied for at the Issue Price must be made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP — APAC STRATEGIC RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.

2.3 Acceptance through the SGX-SSH Service (for Depository Agents only)

Depository Agents may accept the provisional allotment of Rights Shares with Warrants and (if applicable) apply for excess Rights Shares with Warrants through the SGX-SSH service provided by CDP as listed in Schedule 3 of the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Company to receive acceptances on its behalf. Such acceptances and (if applicable) applications will be deemed irrevocable and are subject to each of the terms and conditions contained in the ARE and the Offer Information Statement as if the ARE had been completed, signed and submitted to CDP.

2.4 Insufficient Payment

If no remittance is attached or the remittance attached is less than the full amount payable for the provisional allotment of Rights Shares with Warrants accepted by the Entitled Depositor and (if applicable) the excess Rights Shares with Warrants applied for by the Entitled Depositor; the attention of the Entitled Depositor is drawn to paragraphs 1.3 and 5.2 of this Appendix B which set out the circumstances and manner in which the Company and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Company's behalf whether under the ARE, the ARS or any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue.

APPENDIX B – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

2.5 Acceptance of Part of Provisional Allotments of Rights Shares with Warrants and Trading of Provisional Allotments of Rights Shares

An Entitled Depositor may choose to accept his provisional allotment of Rights Shares specified in the ARE in full or in part. If an Entitled Depositor wishes to accept part of his provisional allotment of Rights Shares with Warrants and trade the balance of his provisional allotment of Rights Shares with Warrants on the SGX-ST, he should:

- (a) complete and sign the ARE for the number of Rights Shares with Warrants provisionally allotted which he wishes to accept and submit the duly completed and original signed ARE together with payment in the prescribed manner as described in paragraph 2.2 above to CDP; or
- (b) accept and subscribe for that part of his provisional allotment of Rights Shares with Warrants by way of Electronic Application(s) in the prescribed manner as described in paragraphs 2.1 or 2.3 above.

The balance of his provisional allotment of Rights Shares with Warrants may be sold as soon as dealings therein commence on the SGX-ST.

Entitled Depositors who wish to trade all or part of their provisional allotments of Rights Shares with Warrants on the SGX-ST during the provisional allotment trading period should note that the provisional allotments of Rights Shares with Warrants will be tradable in board lots, each board lot comprising provisional allotments of 100 Rights Shares with Warrants, or any other board lot size which the SGX-ST may require. Such Entitled Depositors may start trading in their provisional allotments of Rights Shares with Warrants as soon as dealings therein commence on the SGX-ST. Entitled Depositors who wish to trade in lot sizes other than mentioned above may do so in the Unit Share Market of the SGX-ST during the provisional allotment trading period.

2.6 Sale of Provisional Allotments of Rights Shares with Warrants

The ARE need not be forwarded to the purchasers of the provisional allotments of Rights Shares with Warrants (“**Purchasers**”) as arrangements will be made by CDP for separate ARS to be issued to the Purchasers. Purchasers should note that CDP will, for and on behalf of the Company, send the ARS, accompanied by this Offer Information Statement and other accompanying documents, **BY ORDINARY POST AND AT THE PURCHASERS’ OWN RISK**, to their respective Singapore addresses as maintained in the records of CDP. Purchasers should ensure that their ARSs are accurately completed and signed, failing which their acceptances of the provisional allotments of Rights Shares with Warrants may be rejected. Purchasers who do not receive the ARS, accompanied by this Offer Information Statement and other accompanying documents, may obtain the same from CDP or the Share Registrar, for the period up to **5.00 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

This Offer Information Statement and its accompanying documents will not be despatched to Purchasers whose registered addresses with CDP are not in Singapore (“**Foreign Purchasers**”). Foreign Purchasers who wish to accept the provisional allotments of Rights Shares with Warrants credited to their Securities Accounts should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore.

PURCHASERS SHOULD INFORM THEIR FINANCE COMPANIES OR DEPOSITORY AGENTS IF THEIR PURCHASES OF SUCH PROVISIONAL ALLOTMENTS OF RIGHTS SHARES WITH WARRANTS ARE SETTLED THROUGH THESE INTERMEDIARIES. IN SUCH INSTANCES, IF THE PURCHASERS WISH TO ACCEPT THE RIGHTS SHARES WITH WARRANTS REPRESENTED BY THE PROVISIONAL ALLOTMENTS OF RIGHTS SHARES WITH WARRANTS PURCHASED, THEY WILL NEED TO GO THROUGH THESE INTERMEDIARIES, WHO WILL THEN ACCEPT THE PROVISIONAL ALLOTMENTS OF RIGHTS SHARES WITH WARRANTS ON THEIR BEHALF.

APPENDIX B – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

2.7 Renunciation of Provisional Allotments of Rights Shares with Warrants

Entitled Depositors who wish to renounce in full or in part their provisional allotments of Rights Shares with Warrants in favour of a third party should complete the relevant transfer forms with CDP (including any accompanying documents as may be required by CDP) for the number of provisional allotments of Rights Shares with Warrants which they wish to renounce. Such renunciation shall be made in accordance with the “Terms and Conditions for Operations of Securities Accounts with CDP”, as the same may be amended from time to time, copies of which are available from CDP. As CDP requires at least three (3) Market Days to effect such renunciation, Entitled Depositors who wish to renounce are advised to do so early to allow sufficient time for CDP to send the ARS and other accompanying documents, for and on behalf of the Company, to the renounee by ordinary post and **AT HIS OWN RISK**, to his Singapore address as maintained in the records of CDP and for the renounee to accept his provisional allotments of Rights Shares with Warrants. The last time and date for acceptance of the provisional allotments of Rights Shares with Warrants and payment for the Rights Shares with Warrants by the renounee is **5.00 p.m. on 24 January 2018 if acceptance is made through CDP or 9.30 p.m. on 24 January 2018 if acceptance is made through an ATM of a Participating Bank** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

3. COMBINATION APPLICATION

In the event that the Entitled Depositor or the Purchaser accepts his provisional allotments of Rights Shares with Warrants by way of the ARE and/or the ARS and/or has applied for excess Rights Shares with Warrants by way of the ARE and also by way of Electronic Application(s), the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor or the Purchaser shall be regarded as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the ARE, the ARS and (if applicable) any other acceptance of Rights Shares with Warrants provisionally allotted to him and/or application for excess Rights Shares with Warrants (including an Electronic Application(s)) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

4. ILLUSTRATIVE EXAMPLES (ASSUMPTION: ON THE BASIS OF TWO (2) RIGHTS SHARES FOR EVERY ONE (1) EXISTING ORDINARY SHARE AT AN ISSUE PRICE OF S\$0.003 FOR EACH RIGHTS SHARE)

As an illustration, if an Entitled Depositor has 10,000 Shares standing to the credit of his Securities Account as at the Books Closure Date, the Entitled Depositor will be provisionally allotted 20,000 Rights Shares with Warrants as set out in his ARE. The Entitled Depositor’s alternative courses of action, and the necessary procedures to be taken under each course of action, are summarised below:

Alternatives

Procedures to be taken

(a) Accept his entire provisional allotment of 20,000 Rights Shares with Warrants and (if applicable) apply for excess Rights Shares with Warrants

(1) Accept his entire provisional allotment of 20,000 Rights Shares with Warrants and (if applicable) apply for excess Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or

APPENDIX B – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

Alternatives

Procedures to be taken

- (2) Complete and sign the ARE in accordance with the instructions contained herein for the acceptance in full of his provisional allotment of 20,000 Rights Shares with Warrants and (if applicable) the number of excess Rights Shares with Warrants applied for and forward the original signed ARE together with a single remittance for S\$60.00 (or, if applicable, such higher amount in respect of the total number of Rights Shares with Warrants accepted and excess Rights Shares with Warrants applied for) by way of a Cashier's Order or Banker's Draft drawn in Singapore currency on a bank in Singapore, and made payable to "**CDP — APAC STRATEGIC RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" for the full amount due on acceptance and (if applicable) application, by hand to **ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 9 NORTH BUONA VISTA DRIVE #01-19/20, THE METROPOLIS, SINGAPORE 138588** or by post, at his own risk, in the self-addressed envelope provided to **ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** so as to arrive not later than **5.00 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) and with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.
- NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**
- (b) Accept a portion of his provisional allotment of Rights Shares with Warrants, for example 5,000 provisionally allotted Rights Shares with Warrants, not apply for excess Rights Shares with Warrants and trade the balance on the SGX-ST.
- (1) Accept his provisional allotment of 5,000 Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 24 January 2018**; or
- (2) Complete and sign the ARE in accordance with the instructions contained therein for the acceptance of his provisional allotment of 5,000 Rights Shares with Warrants, and forward the original signed ARE, together with a single remittance for S\$15.00, in the prescribed manner described in alternative (a)(2) above, to CDP, so as to arrive not later than **5.00 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

APPENDIX B – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

Alternatives

Procedures to be taken

- The balance of the provisional allotment of 15,000 Rights Shares with Warrants which is not accepted by the Entitled Depositor may be traded on the SGX-ST during the provisional allotment trading period. Entitled Depositors should note that the provisional allotments of Rights Shares with Warrants would be tradable in the ready market, each board lot comprising provisional allotments size of 100 Rights Shares with Warrants or any other board lot size which the SGX-ST may require.
- (c) Accept a portion of his provisional allotment of Rights Shares with Warrants, for example 5,000 provisionally allotted Rights Shares with Warrants, and reject the balance.
- (1) Accept his provisional allotment of 5,000 Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or
- (2) Complete and sign the ARE in accordance with the instructions contained herein for the acceptance of his provisional allotment of 5,000 Rights Shares with Warrants and forward the original signed ARE, together with a single remittance for S\$15.00, in the prescribed manner described in alternative (a)(2) above to CDP so as to arrive not later than **5.00 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).
- The balance of the provisional allotment of 15,000 Rights Shares with Warrants which is not accepted by the Entitled Depositor will automatically lapse and cease to be available for acceptance by that Entitled Depositor if an acceptance is not made through an ATM of a Participating Bank by **9.30 p.m. on 24 January 2018** or if an acceptance is not made through **CDP by 5.00 p.m. on 24 January 2018**.

5. TIMING AND OTHER IMPORTANT INFORMATION

5.1 Timing

THE LAST TIME AND DATE FOR ACCEPTANCES AND (IF APPLICABLE) EXCESS APPLICATIONS AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IN RELATION TO THE RIGHTS CUM WARRANTS ISSUE IS:

- (A) **9.30 P.M. ON 24 JANUARY 2018 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IS MADE THROUGH AN ATM OF A PARTICIPATING BANK.**
- (B) **5.00 P.M. ON 24 JANUARY 2018 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IS MADE THROUGH CDP OR SGX-SSH SERVICE; AND**

APPENDIX B – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

If acceptance and payment for the Rights Shares with Warrants in the prescribed manner as set out in the ARE, the ARS or the PAL (as the case may be) and this Offer Information Statement is not received through an ATM of a Participating Bank by **9.30 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) or through CDP by **5.00 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) from any Entitled Depositor or Purchaser, the provisional allotments of Rights Shares with Warrants shall be deemed to have been declined and shall forthwith lapse and become void, and such provisional allotments not so accepted will be used to satisfy excess applications, if any, or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit. All monies received in connection therewith will be returned by CDP for and on behalf of the Company to the Entitled Depositors or the Purchasers, as the case may be, without interest or any share of revenue or other benefit arising therefrom, by ordinary post **AT THE ENTITLED DEPOSITOR'S OR PURCHASER'S OWN RISK (AS THE CASE MAY BE)** to their mailing address as maintained in the records of CDP.

IF AN ENTITLED DEPOSITOR OR PURCHASER (AS THE CASE MAY BE) IS IN ANY DOUBT AS TO THE ACTION HE SHOULD TAKE, HE SHOULD CONSULT HIS STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

5.2 Appropriation

Without prejudice to paragraph 1.3 of this Appendix B, an Entitled Depositor should note that:

- (a) by accepting his provisional allotment of Rights Shares with Warrants and/or applying for excess Rights Shares, he acknowledges that, in the case where the amount of remittance payable to the Company in respect of his acceptance of the Rights Shares with Warrants provisionally allotted to him and (if applicable) in respect of his application for excess Rights Shares with Warrants as per the instructions received by CDP whether under the ARE, the ARS and/or in any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue differs from the amount actually received by CDP, the Company and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Company's behalf for each application on its own whether under the ARE, the ARS and/or any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue as follows: firstly, towards payment of all amounts payable in respect of his acceptance of the Rights Shares with Warrants provisionally allotted to him; and secondly, (if applicable) towards payment of all amounts payable in respect of his application for excess Rights Shares with Warrants. The determination and appropriation by the Company and CDP shall be conclusive and binding;
- (b) if the Entitled Depositor has attached a remittance to the ARE, the ARS and/or any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue made through CDP, he would have irrevocably authorised the Company and CDP, in applying the amounts payable for his acceptance of the Rights Shares with Warrants and (if applicable) his application for excess Rights Shares with Warrants, to apply the amount of the remittance which is attached to the ARE, the ARS and/or any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue made through CDP; and
- (c) in the event that the Entitled Depositor accepts the Rights Shares with Warrants provisionally allotted to him by way of the ARE and/or the ARS and/or has applied for excess Rights Shares with Warrants by way of the ARE and also by way of Electronic Application(s), the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor shall be deemed as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the ARE, the ARS and/or any other acceptance and/or

APPENDIX B – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

application for excess Rights Shares with Warrants (including Electronic Application(s)) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

3.3 Availability of Excess Rights Shares with Warrants

The excess Rights Shares with Warrants available for application are subject to the terms and conditions contained in the ARE, this Offer Information Statement and (if applicable) the Constitution of the Company. Applications for excess Rights Shares with Warrants will, at the Directors' absolute discretion, be satisfied from such Rights Shares with Warrants as are not validly taken up by the Entitled Shareholders, the original allottee(s) or their respective renounee(s) or the Purchaser(s) of the provisional allotments of Rights Shares with Warrants together with the aggregated fractional entitlements to the Rights Shares with Warrants, any unsold "nil-paid" provisional allotment of Rights Shares with Warrants (if any) of Foreign Shareholders and any Rights Shares with Warrants that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the ARE and this Offer Information Statement. In the event that applications are received by the Company for more excess Rights Shares with Warrants than are available, the excess Rights Shares with Warrants available will be allotted in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. **CDP TAKES NO RESPONSIBILITY FOR ANY DECISION THAT THE DIRECTORS MAY MAKE.** In the allotment of excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and Substantial Shareholders and Directors will rank last in priority. The Company reserves the right to refuse any application for excess Rights Shares with Warrants, in whole or in part, without assigning any reason whatsoever. In the event that the number of excess Rights Shares with Warrants allotted to an Entitled Depositor is less than the number of excess Rights Shares with Warrants applied for, the Entitled Depositor shall be deemed to have accepted the number of excess Rights Shares with Warrants actually allotted to him.

If no excess Rights Shares with Warrants are allotted or if the number of excess Rights Shares with Warrants allotted is less than that applied for, the amount paid on application or the surplus application monies, as the case may be, will be refunded to such Entitled Depositors, without interest or any share of revenue or other benefit arising therefrom, within 14 days after the Closing Date, by crediting their bank accounts with the relevant Participating Bank **AT THEIR OWN RISK** (if they had applied for excess Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank), the receipt by such banks being a good discharge to the Company and CDP of their obligations, if any, thereunder, or by means of a crossed cheque in Singapore currency drawn on a bank in Singapore and sent **BY ORDINARY POST AT THEIR OWN RISK** to their mailing address as maintained in the records of CDP or in such other manner as they may have agreed with CDP for the payment of any cash distributions (if they had applied for excess Rights Shares with Warrants through CDP).

5.4 Deadlines

It should be particularly noted that unless:

- (a) acceptance of the provisional allotment of Rights Shares with Warrants is made by the Entitled Depositors or the Purchasers (as the case may be) by way of an Electronic Application through an ATM of a Participating Bank and payment of the full amount payable for such Rights Shares with Warrants is effected by **9.30 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or
- (b) the duly completed and original signed ARE or ARS accompanied by a single remittance for the full amount payable for the relevant number of Rights Shares with Warrants accepted and (if applicable) excess Rights Shares with Warrants applied for at the Issue Price, made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP — APAC STRATEGIC RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the names and

APPENDIX B – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

Securities Account numbers of the Entitled Depositors or the Purchasers (as the case may be) clearly written in block letters on the reverse side of the Cashier's order or Banker's Draft is submitted by hand to **ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED**, at **9 NORTH BUONA VISTA DRIVE #01-19/20, THE METROPOLIS, SINGAPORE 138588** or by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK**, to **ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** by **5.00 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or

- (c) acceptance is made by a Depository Agent via the SGX-SSH Service and payment in Singapore currency by way of telegraphic transfer by the Depository Agent(s) for the Rights Shares with Warrants is effected by **5.00 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company),

the provisional allotment of Rights Shares with Warrants will be deemed to have been declined and shall forthwith lapse and become void and cease to be capable of acceptance.

All monies received in connection therewith will be returned to the Entitled Depositors or the Purchasers (as the case may be) without interest or any share of revenue or other benefit arising therefrom **BY ORDINARY POST** and at the **ENTITLED DEPOSITOR'S OR PURCHASERS' OWN RISK (AS THE CASE MAY BE)** to their mailing addresses as maintained in the records of CDP.

ACCEPTANCES AND/OR APPLICATIONS ACCOMPANIED BY ANY OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL NOT BE ACCEPTED.

5.5 Certificates

The certificates for the Rights Shares with Warrants and excess Rights Shares with Warrants will be registered in the name of CDP or its nominee. Upon the crediting of the Rights Shares with Warrants and excess Rights Shares with Warrants, CDP will send to you, **BY ORDINARY POST AND AT YOUR OWN RISK**, a notification letter showing the number of Rights Shares with Warrants and excess Rights Shares with Warrants credited to your Securities Account.

5.6 General

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Rights Shares with Warrants provisionally allotted and credited to your Securities Account. You can verify the number of Rights Shares with Warrants provisionally allotted and credited to your Securities Account online if you have registered for CDP Internet Access or through the CDP Automated Phone Services Hotline number (65) 6535-7511 using your telephone pin (T-Pin). Alternatively, you may proceed personally to CDP with your identity card or passport to verify the number of Rights Shares with Warrants provisionally allotted and credited to your Securities Account.

It is your responsibility to ensure that the ARE and/or ARS is accurately completed in all respects and signed in its originality. The Company and/or CDP will be authorised and entitled to reject any acceptance and/or application which does not comply with the terms and instructions contained herein and in the ARE and/or ARS, or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. Any decision to reject the ARE and/or ARS on the grounds that it has been signed but not in its originality, incompletely, incorrectly or invalidly signed, completed or submitted will be final and binding, and neither CDP nor the Company accepts any responsibility or liability for the consequences of such a decision.

APPENDIX B – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS OFFER INFORMATION STATEMENT, ACCEPTANCE OF THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES WITH WARRANTS AND (IF APPLICABLE) YOUR APPLICATION FOR EXCESS RIGHTS SHARES WITH WARRANTS IS IRREVOCABLE.

No acknowledgement will be given for any submissions sent by post, deposited into boxes located at CDP's premises or submitted by hand at CDP's counters. You can check the status of your acceptance of the provisional allotment of Rights Shares with Warrants and (if applicable) your application for excess Rights Shares with Warrants through the CDP Automated Phone Services Hotline number (65) 6535-7511 using your T-Pin.

CDP Phone User Guide

1. Dial (65) 6535-7511
2. Press '1' for English; Press '2' Mandarin
3. Press '3' for 'Corporate Actions Announcement and Transactions'
4. Press '2' for your rights application status
5. Enter your 12 digit CDP securities account number
6. Enter your 6 digit telephone pin

All communications, notices, documents and remittances to be delivered or sent to you will be sent by **ORDINARY POST** to your mailing address as maintained in the records of CDP, and **AT YOUR OWN RISK**.

5.7 Personal Data Privacy

By completing and delivering an ARE or an ARS and in the case of an Electronic Application, by pressing the "Enter" or "OK" or "Confirm" or "Yes" key, an Entitled Depositor or a Purchaser (i) consents to the collection, use and disclosure of his personal data by the Participating Banks, Securities Clearing and Computer Services (Pte) Ltd, CDP, CPF Board, the SGX-ST and the Company (the "**Relevant Persons**") for the purpose of facilitating his application for the Rights Shares, and in order for the Relevant Persons to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable law, and (iii) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

APPENDIX B – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

6. Procedure to complete the ARE/ARS

6.1 Know your holdings and entitlement

<u>A. KNOW YOUR HOLDINGS & ENTITLEMENT</u>	
Number of Shares currently held by you	XX,XXX
Number of Rights Shares provisionally allotted*	XX,XXX
Issue Price	S\$0.0X per Rights Share

Shares as at XX January 2015 (Record Date)

This is your shareholdings as at Record Date.

This is the date to determine your Rights entitlements.

This is your number of Rights entitlement.

This is the price that you need to pay when you subscribe for one Rights Share.

6.2 Select your application options

<u>B. SELECT YOUR APPLICATION OPTIONS</u>	
<p>1. ATM Follow the procedures set out on the ATM screen and submit your application through an ATM of a Participating Bank by XX September 2015 at 9.30 p.m. Participating Banks are XXX, XXX and XXX.</p>	<p style="text-align: right;">This is the last date and time to subscribe for the Rights Shares through ATM and CDP.</p>
<p>2. MAIL Complete section below and submit this form to CDP by XX September at 5.00 p.m.</p> <p>(i) Only BANKER'S DRAFT/CASHIER'S ORDER payable to "CDP-XXXXX RIGHTS ISSUE ACCOUNT" will be accepted</p> <p>(ii) Applications using a PERSONAL CHEQUE, POSTAL ORDER or MONEY ORDER will be rejected</p> <p>(iii) Write your name and securities account number on the back of the Banker's Draft/Cashier's Order</p>	<p style="text-align: right;">You can apply your Rights Shares through ATMs of these Participating Banks.</p> <p style="text-align: right;">This is the payee name to be issued on your Cashier's Order where XXXXX is the name of the issuer.</p>

Note: Please refer to the ARE/ARS for the actual holdings, entitlements, Books Closure Date, Issue Price, Closing Date for subscription, list of Participating Banks and payee name on the Cashier's Order.

APPENDIX B – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

Declaration

C. DECLARATION

Please read the instructions overleaf and fill in the blanks below accordingly.

i. Total Number of Rights Shares Applied:
(Provisionally Allotted + Excess Rights Shares)

, , ,

ii. Cashier's Order/Banker's Draft Details:
(Input last 6 digits of CO/BD)

Signature of Shareholder(s)

Date

Fill in the total number of the Rights Shares and excess Rights shares (for ARE)/ number of rights Shares (for ARS) that you wish to subscribe within the boxes.

Fill in the 6 digits of the CO / BD number (eg.001764) within the boxes.

Sign within the box.

Notes:

- (i) If the total number of Rights Shares applied exceeds the provisional allotted holdings in your Securities Account as at Closing Date, the remaining application will be put under excess and subjected to the excess allocation basis.
- (ii) The total number of Rights Shares applied will be based on cash amount stated in your Cashier's Order/Banker's Draft. The total number of Rights Shares will be appropriated accordingly if the applied quantity exceeds this amount.
- (iii) Please note to submit one Cashier's Order per application form.

6.3 Sample of a Cashier's Order

CASHIER'S ORDER

DATE

DD / MM / YY

PAY CDP - RIGHTS ISSUE ACCOUNT

SINGAPORE DOLLARS ****SEVEN THOUSAND SIX HUNDRED ONLY****

OR ORDER

S\$ 7,600.00

BANK REF. : 01050B5000052 \$1

VALID FOR SIX MONTHS ONLY FROM DATE OF ISSUE

⑈ 001764 ⑈ 7171 ⑈ 1051 ⑈ 1050999997 ⑈

APPENDIX C – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

Entitled Scripholders are entitled to receive this Offer Information Statement together with the following documents which are enclosed herewith, and form part of this Offer Information Statement:-

Renounceable PAL incorporating:-

Form of Acceptance	FORM A
Request for Splitting	FORM B
Form of Renunciation	FORM C
Form of Nomination	FORM D
Excess Rights Shares with Warrants Application Form	FORM E

The provisional allotments of the Rights Shares with Warrants and application for excess Rights Shares with Warrants are governed by the terms and conditions of this Offer Information Statement, (if applicable) the Constitution and the enclosed PAL. The number of Rights Shares with Warrants provisionally allotted to Entitled Scripholders is indicated in the PAL (fractional entitlement(s), if any, having been disregarded). Entitled Scripholders may accept their provisional allotments in full or in part and are eligible to apply for Rights Shares with Warrants in excess of their entitlements under the Rights cum Warrants Issue. Full instructions for the acceptance of and payment for the Rights Shares with Warrants provisionally allotted to Entitled Scripholders and the procedures to be adopted should they wish to renounce, transfer or split all or part of their provisional allotments are set out in the PAL.

THE FULL AMOUNT PAYABLE FOR THE RELEVANT NUMBER OF RIGHTS SHARES WITH WARRANTS ACCEPTED/APPLIED FOR WILL BE ROUNDED UP TO THE NEAREST WHOLE CENT, IF APPLICABLE.

Entitled Scripholders should note that all dealings in and transactions of the provisional allotments of Rights Shares with Warrants through the SGX-ST will be effected under the book entry (scripless) settlement system. Accordingly, the PALs will not be valid for delivery pursuant to trades done on the SGX-ST.

Unless expressly provided to the contrary in this Offer Information Statement or the PAL with respect to enforcement against Entitled Scripholders or their renounees, a person who is not a party to any contract made pursuant to this Offer Information Statement or the PAL has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of such contracts.

Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

Entitled Scripholders who wish to accept their entire provisional allotments of Rights Shares with Warrants or to accept any part of it and decline the balance, should complete Form A of the PAL for the number of Rights Shares with Warrants which they wish to accept and forward the PAL, in its entirety, together with payment in the manner hereinafter prescribed to **ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 8 ROBINSON ROAD, #03-00 ASO BUILDING, SINGAPORE 048544** so as to arrive not later than **5.00 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

Entitled Scripholders who wish to accept a portion of their provisional allotments of Rights Shares with Warrants and renounce the balance of their provisional allotments of Rights Shares with Warrants, or who wish to renounce all or part of their provisional allotments in favour of more than one person, should first, using Form B, request to have their provisional allotments under the PAL split into separate PALs (the “**Split Letters**”) according to their requirements. The duly completed Form B together with the PAL, in its entirety, should be returned to **ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED C/O THE SHARE**

APPENDIX C – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

REGISTRAR, B.A.C.S. PRIVATE LIMITED, 8 ROBINSON ROAD, #03-00 ASO BUILDING, SINGAPORE 048544 so as to arrive not later than **5.00 p.m. on 18 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Split Letters will then be issued to Entitled Scripholders in accordance with their request. No Split Letters will be issued to Entitled Scripholders if Form B is received after **5.00 p.m. on 18 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The Split Letters representing the number of Rights Shares with Warrants which Entitled Scripholders intend to renounce, may be renounced by completing Form C before delivery to the renounee. Entitled Scripholders should complete Form A of the Split Letter(s) representing that part of their provisional allotments they intend to accept, if any, and forward the said Split Letter(s) together with payment in the prescribed manner to **ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 8 ROBINSON ROAD, #03-00 ASO BUILDING, SINGAPORE 048544** so as to arrive not later than **5.00 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

An Entitled Scripholder who wishes to renounce his entire provisional allotment of Rights Shares with Warrants in favour of one person, or renounce any part of it in favour of one person and decline the balance, should complete Form C for the number of provisional allotment of Rights Shares with Warrants which he wishes to renounce and deliver the PAL in its entirety to the renounee(s).

The renounee(s) should complete and sign Form D and send Form D together with the PAL in its entirety, duly completed and signed, together with payment in the prescribed manner, to reach **ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 8 ROBINSON ROAD, #03-00 ASO BUILDING, SINGAPORE 048544** not later than **5.00 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

Unless acceptance and payment for the full amount due on acceptance in relation to PALs made in Singapore currency is in the form of a Banker's Draft or Cashier's Order drawn on a bank in Singapore and made payable to "**ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the name and address of the Entitled Scripholder or accepting party clearly written on the reverse side of the remittance is received by **ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 8 ROBINSON ROAD, #03-00 ASO BUILDING, SINGAPORE 048544** by **5.00 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), the provisional allotments of Rights Shares with Warrants shall be deemed to have been declined and shall forthwith lapse and become void. Such provisional allotments of Rights Shares with Warrants not so accepted will be used to satisfy excess applications, if any, 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. The Company will return all unsuccessful application monies received in connection therewith **by ORDINARY POST** and at the risk of the Entitled Scripholders or their renounee(s), as the case may be, without interest or share of revenue or benefit arising therefrom within 14 days after the Closing Date. **ACCEPTANCES ACCOMPANIED BY ANY OTHER FORM OF PAYMENT (INCLUDING THE USE OF A POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE REJECTED.**

Entitled Scripholders who wish to apply for excess Rights Shares with Warrants in addition to those which have been provisionally allotted to them may do so by completing the Form E of the PAL and forwarding it with a **SEPARATE REMITTANCE** for the full amount payable in respect of the excess Warrants applied for in the form and manner set out above to **ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 8 ROBINSON ROAD, #03-00 ASO BUILDING, SINGAPORE 048544** so as to arrive not later than **5.00 p.m. on 24 January 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). **NO OTHER FORM OF PAYMENT (INCLUDING THE USE OF A POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

APPENDIX C – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

Applications for excess Rights Shares with Warrants are subject to the terms and conditions contained in the PAL, Form E and this Offer Information Statement and (if applicable) the Constitution of the Company. Applications for excess Rights Shares with Warrants will, at the Directors' discretion, be satisfied from such Rights Shares with Warrants as are not validly taken up, the unsold "nil-paid" provisional allotments (if any) of Foreign Shareholders, the aggregated fractional entitlements and any Rights Shares with Warrants that are otherwise not allotted for any reason. In the event that applications are received by the Company for more excess Rights Shares with Warrants than are available, the excess Rights Shares with Warrants available will be allotted in such manner as the Directors, in their absolute discretion, deem fit in the interests of the Company. The Company reserves the right to allot the excess Rights Shares with Warrants applied for under Form E in any manner as the Directors may deem fit and to reject or refuse, in whole or in part, any application for excess Rights Shares with Warrants without assigning any reason therefor.

If no excess Rights Shares with Warrants are allotted to Entitled Scripholders or if the number of excess Rights Shares with Warrants allotted to them is less than that applied for, it is expected that the amount paid on application for excess Rights Shares with Warrants or the surplus application monies, as the case may be, will be refunded to them by the Company without interest or any share of revenue or other benefit arising therefrom within 14 days after the Closing Date, **by ORDINARY POST** and at their **own risk**.

No acknowledgements or receipts will be issued in respect of any acceptances, remittances or applications.

Entitled Scripholders who are in any doubt as to the action they should take should consult their stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

THE FINAL TIME AND DATE FOR ACCEPTANCES AND/OR APPLICATIONS AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS UNDER THE RIGHTS CUM WARRANTS ISSUE IS 5.00 P.M. ON 24 JANUARY 2018 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY).

APPENDIX D – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH ATMS OF PARTICIPATING BANKS

The procedures for Electronic Applications at ATMs of the Participating Banks are set out on the ATM screens of the relevant Participating Banks (the “**Steps**”).

Please read carefully the terms of this Offer Information Statement, the Steps, and the terms and conditions for Electronic Applications set out below before making an Electronic Application. An ATM card issued by one (1) Participating Bank cannot be used in respect of the acceptance and (if applicable) excess application for Warrants at an ATM belonging to other Participating Banks. Any Electronic Application which does not strictly conform to the instructions set out on the screens of the ATM through which the Electronic Application is made will be rejected.

Any reference to the “**Applicant**” in the terms and conditions for Electronic Applications and the Steps shall mean the Shareholder or the purchaser of the provisional allotment of Rights Shares with Warrants who accepts or (as the case may be) applies for the Rights Shares with Warrants through an ATM of the Participating Banks. An Applicant must have an existing bank account with, and be an ATM cardholder of, one (1) of the Participating Banks before he can make an Electronic Application at the ATMs of that Participating Bank. The actions that the Applicant must take at ATMs of the other Participating Banks are set out on the ATM screens of the relevant Participating Banks. Upon the completion of his Electronic Application transaction, the Applicant will receive an ATM transaction slip (the “**Transaction Record**”), confirming the details of his Electronic Application. The Transaction Record is to be retained by the Applicant and should not be submitted with any ARE/ARS.

An Applicant, including one who has a joint bank account with a Participating Bank, must ensure that he enters his own Securities Account number when using the ATM card issued to him in his own name. Using his own Securities Account number with an ATM card which is not issued to him in his own name will render his acceptance/application liable to be rejected.

The Electronic Application shall be made on, and subject to, the terms and conditions of this Offer Information Statement, including but not limited to the terms and conditions appearing below.

- (1) In connection with his Electronic Application for the Rights Shares with Warrants, the Applicant is required to confirm statements to the following effect in the course of activating the ATM for his Electronic Application:
 - (a) **that he has received a copy of this Offer Information Statement and has read, understood and agreed to all the terms and conditions of acceptance and application for the Rights Shares with Warrants and this Offer Information Statement prior to effecting the Electronic Application and agrees to be bound by the same; and**
 - (b) **that he consents to the disclosure of his name, NRIC/passport number, address, nationality, Securities Account number, CPF Investment Account number and application details (the “Relevant Particulars”) from his account with that Participating Bank to the Share Registrar, Warrant Agent, Securities Clearing & Computer Services (Pte) Ltd (SCCS), CDP, CPF, the SGX-ST, and the Company (the “Relevant Parties”).**

His application will not be successfully completed and cannot be recorded as a completed transaction in the ATM unless he presses the “**Enter**” or “**OK**” or “**Confirm**” or “**Yes**” key. By doing so, the Applicant shall be treated as signifying his confirmation of each of the 2 statements. In respect of statement 1(b) above, his confirmation, by pressing the “**Enter**” or “**OK**” or “**Confirm**” or “**Yes**” key, shall signify and shall be treated as his written permission, given in accordance with the relevant laws of Singapore including Section 47(4) of the Banking Act (Chapter 19), to the disclosure by that Participating Bank of the Relevant Particulars of his account with that Participating Bank to the Relevant Parties.

- (2) An Applicant may make an Electronic Application at an ATM of any Participating Bank for the Rights Shares with Warrants using cash only by authorising such Participating Bank to deduct the full amount payable from his account with such Participating Bank.

APPENDIX D – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH ATMS OF PARTICIPATING BANKS

- (3) The Applicant irrevocably agrees and undertakes to subscribe for and to accept the lesser of the number of Rights Shares with Warrants provisionally allotted and excess Rights Shares with Warrants applied for as stated on the Transaction Record or the number of provisionally allotted Rights Shares with Warrants standing to the credit of the “Free Balance” of his Securities Account as at the Closing Date. In the event that the Company decides to allot any lesser number of such excess Rights Shares with Warrants or not to allot any excess Rights Shares with Warrants to the Applicant, the Applicant agrees to accept the decision as final.
- (4) If the Applicant’s Electronic Application is successful, his confirmation (by his action of pressing the “Enter” or “OK” or “Confirm” or “Yes” key on the ATM) of the number of Rights Shares with Warrants accepted or excess Rights Shares with Warrants applied for shall signify and shall be treated as his acceptance of the number of Rights Shares with Warrants accepted or excess Rights Shares with Warrants applied that may be allotted to him.
- (5) In the event that the Applicant accepts the Rights Shares with Warrants by way of a ARE and/or a ARS (as the case may be) and/or by way of acceptance through the Electronic Application through the ATM, CDP shall be authorised and entitled to accept the Applicant’s instructions in whichever mode or a combination thereof as it may, in its absolute discretion, deem fit. In determining the number of Rights Shares with Warrants that the Applicant has validly given instructions to accept, the Applicant shall be deemed to have irrevocably given instructions to accept such number of Rights Shares with Warrants not exceeding the number of provisionally allotted Rights Shares with Warrants that are standing to the credit of the “Free Balance” of his Securities Account as at the Closing Date, and CDP, in determining the number of Rights Shares with Warrants that the Applicant has validly given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptances, whether by way of banker’s draft or cashier’s order accompanying the ARE and/or ARS by way of acceptance through the Electronic Application through the ATM.
- (6) If applicable, in the event that the Applicant applies for excess Rights Shares with Warrants by way of a ARE and by way of application through the Electronic Application through the ATM, CDP shall be authorized and entitled to accept the Applicant’s instructions in whichever mode or a combination thereof as it may, in its absolute discretion, deem fit. In determining the number of excess Rights Shares with Warrants which the Applicant has validly given instructions for the application of, the Applicant shall be deemed to have irrevocably given instructions to apply for and agreed to accept such number of excess Rights Shares with Warrants not exceeding the aggregate number of excess Rights Shares with Warrants for which he has applied by way of application through Electronic Application through the ATM and by way of ARE. CDP, in determining the number of excess Rights Shares with Warrants which the Applicant has given valid instructions for application, shall be authorised and entitled to have regard to the aggregate amount of payment received for the application of the excess Rights Shares with Warrants, whether by way of banker’s draft or cashier’s order accompanying the ARE by way of application through Electronic Application through the ATM.
- (7) The Applicant irrevocably requests and authorises the Company to:
 - (a) register or procure the registration of the Rights Shares with Warrants allotted to the Applicant in the name of CDP for deposit into his Securities Account;
 - (b) return (without interest or any share of revenue or other benefit arising there from) the application monies, should his Electronic Application for Rights Shares with Warrants or excess Rights Shares with Warrants not be accepted, by automatically crediting the Applicant’s bank account with his Participating Bank with the relevant amount within 14 days after the Closing Date; and
 - (c) return (without interest or any share of revenue or other benefit arising there from) the balance of the application monies, should his Electronic Application for excess Rights Shares with Warrants be accepted in part only, by automatically crediting the Applicant’s bank account with his Participating Bank with the relevant amount within 14 days after the Closing Date.

APPENDIX D – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH ATMS OF PARTICIPATING BANKS

- (8) **BY MAKING AN ELECTRONIC APPLICATION, THE APPLICANT CONFIRMS THAT HE IS NOT ACCEPTING/APPLYING FOR THE WARRANTS AS NOMINEE OF ANY OTHER PERSON.**
- (9) The Applicant irrevocably agrees and acknowledges that his Electronic Application is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, fires, acts of God, mistakes, losses and theft (in each case whether or not within the control of the Company, CDP, or the Participating Banks), and any other events beyond the control of the Company, CDP, or the Participating Banks and if, in any such event, our Company, CDP, or the Participating Banks do not record or receive the Applicant's Electronic Application, or data relating to the Applicant's Electronic Application or the tape containing such data is lost, corrupted, destroyed or not otherwise accessible, whether wholly or partially for whatever reason, the Applicant shall be deemed **not** to have made an Electronic Application and the Applicant shall have no claim whatsoever against the Company, CDP, or the Participating Banks for the purported acceptance of the Rights Shares with Warrants accepted and (if applicable) excess Rights Shares with Warrants applied for or for any compensation, loss or damage in connection therewith or in relation thereto.
- (10) **Electronic Applications may only be made at the ATMs of the Participating Banks from Mondays to Saturdays (excluding public holidays) between 7.00 a.m. to 9.30 p.m.**
- (11) Electronic Applications shall close at **9.30 p.m. on 24 January 2018** or such other time as the Directors may, in their absolute discretion, decide.
- (12) All particulars of the Applicant in the records of his Participating Bank at the time he makes his Electronic Application shall be deemed to be true and correct and the relevant Participating Bank and the Relevant Parties shall be entitled to rely on the accuracy of such particulars. If there has been any change in the particulars of the Applicant after the time of the making of his Electronic Application, the Applicant shall promptly notify his Participating Bank.
- (13) The Applicant must have sufficient funds in his bank account(s) with his Participating Bank at the time he makes his Electronic Application, failing which his Electronic Application will not be completed. Any Electronic Application made at the ATMs of the other Participating Banks that does not strictly conform to the instructions set out on the ATM screens of such Participating Banks will be rejected.
- (14) Where an Electronic Application is not accepted, it is expected that the full amount of the application monies will be refunded in S\$ (without interest or any share of revenue or other benefit arising there from) to the Applicant by being automatically credited to the Applicant's account with the relevant Participating Bank within 14 days after the Closing Date. An Electronic Application may also be accepted in part, in which case the balance amount of application monies will be refunded.
- (15) In consideration of the Company arranging for the Electronic Application facility through the ATMs of the Participating Banks and agreeing to close the Rights cum Warrants Issue at **9.30 p.m. on 24 January 2018** or such later time or date as the Directors may, in their absolute discretion, decide, and by making and completing an Electronic Application, the Applicant agrees that:
- (a) his Electronic Application is irrevocable (whether or not, to the extent permitted by law, any amendment to this Offer Information Statement or replacement or supplemental document is lodged with the Authority);
 - (b) his Electronic Application, the acceptance by the Company and the contract resulting there from shall be governed by and construed in accordance with the laws of Singapore and he irrevocably submits to the exclusive jurisdiction of the Singapore courts;
 - (c) none of the Company, CDP, or the Participating Banks shall be liable for any delays, failures or inaccuracies in the recording, storage or in the transmission or delivery of data relating to his Electronic Application to the Company, CDP, or the Participating Banks due to a breakdown or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 9 above or to any cause beyond their respective controls;

APPENDIX D – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH ATMS OF PARTICIPATING BANKS

- (d) he will not be entitled to exercise any remedy of rescission or misrepresentation at any time after acceptance of the provisionally allotted Rights Shares with Warrants or acceptance of his application for excess Rights Shares with Warrants;
 - (e) in respect of the Rights Shares with Warrants for which his Electronic Application has been successfully completed and not rejected, acceptance of the Applicant's Electronic Application shall be constituted by written notification by or on behalf of the Company and not otherwise, notwithstanding any payment received by or on behalf of the Company; and
 - (f) unless expressly provided to the contrary in this Offer Information Statement or the Electronic Application with respect to enforcement against the Applicant, a person who is not a party to any contracts made pursuant to this Offer Information Statement or the Electronic Application has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such contracts. Notwithstanding any term contained in this Offer Information Statement or the Electronic Application, the consent of any third party is not required for any subsequent agreement by the relevant parties to amend or vary (including any release or compromise of liability) or terminate such contracts. Where the third parties are conferred rights under such contracts, those rights are not assignable or transferable.
- (16) The Applicant should ensure that his personal particulars as recorded by both CDP and the relevant Participating Banks are correct and identical. Otherwise, his Electronic Application may be liable to be rejected. The Applicant should promptly inform CDP of any change in his address, failing which the notification letter on successful allotment and/or other correspondence will be sent to his address last registered with CDP.
- (17) The existence of a trust will not be recognised. Any Electronic Application by a trustee must be made in his own name and without qualification. The Company will reject any application by any person acting as nominee.
- (18) In the event that the Applicant accepts or subscribes for the provisionally allotted Rights Shares with Warrants or (if applicable) applies for excess Rights Shares with Warrants, as the case may be, by way of ARE or ARS or by way of Electronic Application through the ATMs, the provisionally allotted Rights Shares with Warrants and/or excess Rights Shares with Warrants will be allotted in such manner as the Company or CDP may, in their absolute discretion, deem fit and the amount paid on acceptance and (if applicable) application or the surplus application monies, as the case may be, will be refunded without interest or any share of revenue or other benefit arising there from within 14 days after the Closing Date by any one (1) or a combination of the following:
- (a) by means of a crossed cheque sent by ordinary post at his own risk to his mailing address as maintained with CDP or in such other manner as he may have agreed with CDP for the payment of any cash distributions if he accepts and (if applicable) applies through CDP; and
 - (b) crediting the Applicant's bank account with the Participating Bank at his own risk if he accepts and (if applicable) applies through an ATM.
- (19) The Applicant acknowledges that, in determining the total number of Rights Shares with Warrants represented by the provisional allotments of Rights Shares with Warrants which he can validly accept, CDP and the Company are entitled and the Applicant authorises the Company and CDP to take into consideration:
- (a) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants that the Applicant has validly accepted, whether under the ARE(s) or any other form of application (including Electronic Application through an ATM) for the Rights Shares with Warrants;

**APPENDIX D – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC
APPLICATION THROUGH ATMS OF PARTICIPATING BANKS**

(b) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants standing to the credit of the “Free Balance” of the Entitled Depositor’s Securities Account which is available for acceptance; and

(c) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants which has been disposed of by the Entitled Depositor.

The Applicant acknowledges that CDP’s, the Company’s determination shall be conclusive and binding on him.

(20) The Applicant irrevocably requests and authorises CDP to accept instructions from the Participating Bank through whom the Electronic Application is made in respect of the provisional allotment of Rights Shares with Warrants accepted by the Applicant and (if applicable) the excess Rights Shares with Warrants which the Applicant has applied for.

This Offer Information Statement is dated this 5th day of January 2018

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Offer Information Statement and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Offer Information Statement constitutes full and true disclosure of all material facts about the Rights cum Warrants Issue, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Offer Information Statement misleading. Where information in the Offer Information Statement 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 the Offer Information Statement in its proper form and context.

For and on behalf of **ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED**

Dato' Dr. Choo Yeow Ming
Director

Lee Keng Mun
Director

Hano Maeloa
Director

Dr Lam Lee G.
Director

Chew Soo Lin
Director

Yap Siean Sin
Director

