OFFER INFORMATION STATEMENT DATED 4 DECEMBER 2017
(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 4 December 2017)

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. 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 Vallianz Holdings 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.**

A copy of this offer information statement (this "**Offer Information Statement**") has been lodged with the SGX-ST, acting as agent on behalf of the Authority. This offer is made in or accompanied by this Offer Information Statement, together with copies of the Provisional Allotment Letter (the "**PAL**"), the Application Form for Rights Shares with Warrants and Excess Rights Shares with Warrants (the "**ARE**") and the Application Form for Rights Shares with Warrants (the "**ARS**"), which have been lodged with the SGX-ST, acting as agent on behalf of the Authority. This Offer Information Statement has been prepared solely in relation to the Rights cum Warrants Issue (as defined herein) and shall not be relied upon by any other person or for any other purpose.

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, the PAL, the ARE and the ARS, including the correctness of any of the statements or opinions made or reports contained in this Offer Information Statement. The lodgement of this Offer Information Statement with the SGX-ST, acting as agent on behalf of the Authority 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. Neither the Authority nor the SGX-ST has, in any way, considered the merits of the securities being offered for investment.

An application has been made to the SGX-ST for permission for the Rights Shares (as defined herein), the Warrants (as defined herein) and the New Shares (as defined herein) to be listed for quotation on Catalist, and a listing and quotation notice has been obtained from the SGX-ST for the dealing in, listing of and quotation for the same on Catalist. The listing and quotation notice granted by the SGX-ST is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the New Shares, the Company, its subsidiaries and their securities.

The Rights Shares, the Warrants and the New Shares will be admitted to Catalist and official quotation is expected to commence after all conditions imposed by the SGX-ST have been satisfied, the certificates relating thereto have been issued and the allotment letters from The Central Depository (Pte) Limited ("**CDP**") have been despatched.

Acceptance of applications will be conditional upon issue and listing of the Rights Shares, the Warrants and the New Shares on Catalist. Monies paid in respect of any application accepted will be returned if the listing of the Rights Shares, the Warrants and the New Shares do not proceed.

IT SHOULD BE NOTED THAT THE WARRANTS MAY NOT BE LISTED AND QUOTED ON CATALIST IN THE EVENT OF AN INSUFFICIENT SPREAD OF HOLDINGS OF THE WARRANTS TO PROVIDE FOR AN ORDERLY MARKET IN THE TRADING OF THE WARRANTS. IN SUCH AN EVENT, HOLDERS OF THE WARRANTS WILL NOT BE ABLE TO TRADE THEIR WARRANTS ON CATALIST BUT THE COMPANY SHALL NEVERTHELESS PROCEED WITH AND COMPLETE THE RIGHTS CUM WARRANTS ISSUE. HOWEVER, IF HOLDERS OF WARRANTS EXERCISE THEIR RIGHTS, SUBJECT TO THE TERMS AND CONDITIONS OF THE WARRANTS, TO CONVERT THEIR WARRANTS INTO NEW SHARES, SUCH NEW SHARES WILL BE LISTED AND QUOTED ON CATALIST.

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 Company 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 paragraph 9 of Part V of this Offer Information Statement which you should review.**

This Offer Information Statement has been prepared by the Company and its contents have been reviewed by the Company's sponsor, Provenance Capital Pte. Ltd. (the "**Sponsor**") for compliance with the relevant rules in the SGX-ST Listing Manual Section B: Rules of Catalist. The Sponsor has not independently verified the contents of this Offer Information Statement. The contact person for the Sponsor is Ms. Wong Bee Eng (Telephone: (65) 6227 1580; Email address: wongbe@provenancecapital.com).

VALLIANZ HOLDINGS LIMITED

(Incorporated in the Republic of Singapore on 23 December 1992)
(Company Registration No: 199206945E)

RENOUNCEABLE NON-UNDERWRITTEN RIGHTS CUM WARRANTS ISSUE OF UP TO 4,483,061,385 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY ("RIGHTS SHARES") AT AN ISSUE PRICE OF S$0.016 FOR EACH RIGHTS SHARE, WITH FREE DETACHABLE WARRANTS ("WARRANTS"), EACH WARRANT CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) NEW ORDINARY SHARE IN THE CAPITAL OF THE COMPANY ("NEW SHARE") AT AN EXERCISE PRICE OF S$0.016 FOR EACH NEW SHARE, ON THE BASIS OF ONE (1) RIGHTS SHARE FOR EVERY ONE (1) EXISTING ORDINARY SHARE IN THE SHARE CAPITAL OF THE COMPANY HELD BY ENTITLED SHAREHOLDERS (AS DEFINED HEREIN) AS AT THE BOOKS CLOSURE DATE (AS DEFINED HEREIN), WITH TWO (2) FREE DETACHABLE WARRANTS FOR EVERY ONE (1) RIGHTS SHARE, FRACTIONAL ENTITLEMENTS TO BE DISREGARDED (THE "RIGHTS CUM WARRANTS ISSUE")

IMPORTANT DATES AND TIMES IN RELATION TO THE RIGHTS CUM WARRANTS ISSUE:

Last date and time for splitting	:	15 December 2017 at 5.00 p.m.
Last date and time for acceptance and payment	:	21 December 2017 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications (as defined herein))
Last date and time for renunciation and payment	:	21 December 2017 at 5.00 p.m.
Last date and time for excess application and payment	:	21 December 2017 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications)

IMPORTANT NOTICE

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

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.

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

CPFIS Members, SRS Members and investors who hold Shares through a finance company and/or Depository Agent should refer to the section entitled "Important Notice to CPFIS Members, SRS Members and Investors Who Hold Shares Through a Finance Company and/or Depository Agent" of this Offer Information Statement for important details relating to the offer procedure for them.

For renouncees of Entitled Shareholders or 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 renouncees 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, the Share Registrar, the Company and/or by way of Electronic Applications, 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 with Warrants. 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, legal adviser, 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, the Rights Shares, the Warrants and the New Shares, and if given or made, such information or representations must not be relied upon as having been authorised by the Company or the Sponsor. 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 Company and/or the Group. Neither the delivery of this Offer Information Statement nor the issue of the Rights Shares with Warrants 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 Company and/or 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 SGX-ST, acting as agent on behalf of the Authority. All Entitled Shareholders and their renouncees 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.

IMPORTANT NOTICE

Neither the Company nor 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 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 Shares with Warrants and/or the Shares.

The Sponsor makes no representation, warranty or recommendation whatsoever as to the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the New 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 and/or purchase the Rights Shares with Warrants, the Warrants, the New 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 its accompanying documents have been prepared 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 renounces and Purchasers) to whom it is despatched by the Company 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 to or solicitation by 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 (either absolutely or subject to various securities requirements, whether legal or administrative, being complied with) 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. 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.

Provenance Capital Pte. Ltd., as the Sponsor, has given and has not withdrawn 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 which it appears in this Offer Information Statement.

IMPORTANT NOTICE TO CPFIS MEMBERS, SRS MEMBERS AND INVESTORS WHO HOLD SHARES THROUGH A FINANCE COMPANY AND/OR DEPOSITORY AGENT

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

For investors who hold Shares under the SRS or through finance companies or Depository Agents, acceptances of the provisional allotments of Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants must be done through their relevant SRS Approved Banks, respective finance companies or Depository Agents and in the case of CPFIS Members, their respective CPF Agent Bank.

Such investors are advised to provide their relevant SRS Approved Banks, respective finance companies, Depository Agents or CPF Agent Bank, as the case may be, with the appropriate instructions as soon as possible in order for such intermediaries to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. Any acceptance and/or application made directly through CDP, the Share Registrar, the Company and/or Electronic Applications, will be rejected.

ANY APPLICATION MADE DIRECTLY BY THE ABOVE-MENTIONED INVESTORS THROUGH CDP OR THROUGH ATMS WILL BE REJECTED.

The above-mentioned investors, where applicable, will receive notification letter(s) from their respective SRS Approved Bank, finance company, Depository Agent and/or CPF Agent Bank, as the case may be, and they should refer to such notification letter(s) for details of the last date and time to submit acceptances of the provisional allotments of Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants to their respective SRS Approved Bank, , finance company, Depository Agent and/or CPF Agent Bank.

(a) Use of CPF Funds

CPFIS Members who wish to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants can only do so using their CPF Funds, subject to applicable CPF rules and regulations.

Such CPFIS Members will need to instruct their respective approved CPF Agent Bank to accept their provisional allotment of Rights Shares with Warrants and (if applicable) apply for the Excess Rights Shares with Warrants on their behalf in accordance with the terms and conditions of the Offer Information Statement.

In the case of insufficient CPF Funds or stock limit, CPFIS Members can top-up cash into their CPF Investment Accounts before instructing their respective CPF agent banks to accept their provisional allotment of Rights Shares with Warrants and (if applicable) apply for the Excess Rights Shares with Warrants. CPFIS Members are advised to provide their respective approved CPF agent banks with appropriate instructions early in order for their CPF agent banks to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. CPF Funds may not, however, be used for the purchase of provisional allotments of Rights Shares with Warrants directly from the market.

Any acceptance and/or application by CPFIS Members to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants made directly through CDP, the Share Registrar, the Company and/or by way of an Electronic Application will be rejected.

(b) Use of SRS Funds

SRS Members who wish to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants may only do so, subject to applicable SRS rules and regulations, using SRS Funds.

SRS Members who wish to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants using SRS monies, must instruct their respective SRS Approved Bank to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants on their behalf in accordance with this Offer Information Statement.

SRS Members who have insufficient funds in their SRS accounts may, subject to the SRS contribution cap, deposit cash into their SRS accounts with their SRS Approved Bank before instructing their respective SRS Approved Bank to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. SRS Members are advised to provide their respective SRS Approved Bank with the appropriate instructions no later than the deadlines set by their respective SRS Approved Bank in order for their respective SRS Approved Bank to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. SRS Funds may not, however, be used for the purchase of provisional allotments of the Rights Shares with Warrants directly from the market.

Any acceptance and/or application by SRS Members to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants made directly through CDP, the Share Registrar, the Company and/or by way of an Electronic Applications will be rejected.

(c) Holdings through Finance Company and/or Depository Agent

Investors who hold Shares through a finance company and/or Depository Agent must instruct the relevant finance company and/or Depository Agent to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants on their behalf in accordance with this Offer Information Statement. Such investors are advised to provide their respective finance company and/or Depository Agent with the appropriate instructions no later than the deadlines set by their respective finance company and/or Depository Agent in order for their respective finance company and/or Depository Agent to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date

Any acceptance and/or application by such investors to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants made directly through CDP, the Share Registrar, the Company and/or by way of an Electronic Applications will be rejected.

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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:

Companies, Organisations and Agencies

"**Authority**"	:	The Monetary Authority of Singapore
"**CDP**"	:	The Central Depository (Pte) Limited
"**Company**"	:	Vallianz Holdings Limited
"**Council**"	:	Securities Industry Council of Singapore
"**CPF Approved Bank**"	:	Any bank appointed by the CPF Board to be a bank for the purposes of the Central Provident Fund (Investment Schemes) Regulations as amended, modified or supplemented from time to time
"**CPF Board**"	:	The board of the CPF established pursuant to the Central Provident Fund Act (Chapter 36) of Singapore, as amended, modified or supplemented from time to time
"**Holmen**"	:	Holmen Heavylift Offshore Pte. Ltd., a subsidiary of the Company
"**Holmen Group**"	:	Holmen and its subsidiaries collectively
"**Participating Bank**"	:	DBS Bank Ltd (including POSB)
"**PTVOM**"	:	PT Vallianz Offshore Maritim, a 49% associate of the Company
"**Rawabi Offshore**"	:	Rawabi Vallianz Offshore Services Company Limited (formerly known as Rawabi Swiber Offshore Services Co. Ltd.)
"**RHCL**"	:	Rawabi Holding Company Limited
"**RHCL Group**"	:	RHCL and its Associates
"**RICH**"	:	RI Capital Holdings Pte. Ltd., an indirect subsidiary of the Company
"**SGX-ST**"	:	Singapore Exchange Securities Trading Limited
"**Share Registrar**" or "**Warrant Agent**"	:	Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.)
"**SHL**"	:	Swiber Holdings Limited (Judicial Managers Appointed)
"**SHL Group**"	:	SHL and its subsidiaries and associated companies collectively (excluding the Company and any other entities within the Group)
"**SOC**"	:	Swiber Offshore Construction Pte. Ltd. (Judicial Managers Appointed), a subsidiary of SHL
"**Sponsor**"	:	Provenance Capital Pte. Ltd.
"**SRS Approved Banks**"	:	Approved banks in which SRS Members hold their accounts under the SRS

"**Vallianz Capital**"	:	Vallianz Capital Ltd, a wholly-owned subsidiary of the Company
"**Vallianz International**"	:	Vallianz International Pte. Ltd., a wholly-owned subsidiary of the Company

General

"**HY2017/18**"	:	The Company's unaudited financial statements for the half year ended 30 September 2017 as announced on 6 November 2017
"**HY2016/17**"	:	The Company changed its financial year end from 31 December to 31 March during 2016. Hence, for the purpose of comparison, HY2016/17 refers to the Company's unaudited financial statements for the six months ended 30 September 2016 as announced on 14 November 2016
"**2016 Circular**"	:	The circular despatched by the Company to Shareholders dated 29 September 2016
"**2016 LQN**"	:	The listing and quotation notice received by the Company from the SGX-ST on 3 October 2016 for the listing and quotation of up to 3,596,211,385 Rights Shares, 7,192,422,770 Warrants and 7,192,422,770 New Shares on Catalist based on the terms of the Rights cum Warrants Issue as set out in the 2016 Circular. Please note that the LQN is not an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the New Shares, the Company, its subsidiaries and their securities
"**2017 LQN**"	:	The listing and quotation notice received by the Company from the SGX-ST dated 21 November 2017 for the listing and quotation of up to 4,483,061,385 Right Shares, 8,966,122,770 Warrants and 8,966,122,770 New Shares on Catalist, subject to certain conditions
"**6 July Announcement**"	:	The announcement dated 6 July 2017 released by the Company in relation to the update to the terms of the Rights cum Warrants Issue
"**6 September Announcement**"	:	The announcement released by the Company on 6 September 2016 in relation to the Rights cum Warrants Issue
"**6 November Announcement**"	:	The announcement dated 6 November 2017 released by the Company in relation to the update to the terms of the Rights cum Warrants Issue
"**Additional RHCL Shares**"	:	Has the meaning ascribed to it in paragraph 3 of the Section entitled "Part IV – Key Information" of this Offer Information Statement
"**Additional SHL Shares**"	:	Has the meaning ascribed to it in paragraph 3 of the Section entitled "Part IV – Key Information" of this Offer Information Statement
"**Associates**"	:	(a) in relation to any director, chief executive officer, substantial shareholder or controlling shareholder (being an individual) means: (i) his immediate family;

(ii) (the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and

(iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more; and

(b) in relation to a substantial shareholder or controlling shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or other companies taken together (directly or indirectly) have an interest of 30% or more

"**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
"**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 Catalist through the book-entry (scripless) settlement system
"**ATM**"	:	Automated teller machine of a Participating Bank
"**Awards**"	:	Share awards granted pursuant to the Vallianz PSP
"**Balance Advances**"	:	The RHCL Advances less the RHCL Actual Subscription Amount
"**Balance VHL Owings**"	:	The VHL Owings less the SHL Actual Subscription Amount
"**Board**" or "**Directors**"	:	The board of directors of the Company as at the date of this Offer Information Statement
"**Books Closure Date**"	:	5.00 p.m. on 4 December 2017, being the time and date at and on which the Register of Members and share transfer books of the Company will be closed to determine the provisional allotments of Rights Shares with Warrants of 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, the Share Registrar and the Warrant Agent are open for business in Singapore
"**Catalist**"	:	The Catalist board of the SGX-ST
"**Catalist Rules**"	:	The Listing Manual Section B: Rules of Catalist issued by the SGX-ST, as may be amended, varied or supplemented from time to time
"**Circular**"	:	The circular dated 8 November 2017 despatched to the Shareholders in connection with the Rights cum Warrants Issue and the Whitewash Resolution

"**Closing Date**"	:	(a) 5.00 p.m. on 21 December 2017, 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 21 December 2017, 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 by way of an Electronic Application
"**Code**"	:	The Singapore Code on Take-overs and Mergers, as amended or modified from time to time
"**Companies Act**"	:	The Companies Act (Chapter 50) of Singapore, as amended or modified from time to time
"**CPF**"	:	Central Provident Fund
"**CPF Funds**"	:	Monies standing to the credit of CPFIS Members' respective CPF Investment Account
"**CPF Agent Bank**"	:	The CPF agent bank, where CPFIS Members hold their CPF Investment Account
"**CPF Investment Account**"	:	An account opened by a member of CPF with a CPF approved bank from which money may be withdrawn for, amongst others, payment for the Rights Shares with Warrants pursuant to the Rights cum Warrants Issue
"**CPFIS**"	:	Central Provident Fund Investment Scheme
"**CPFIS Members**"	:	Shareholders who had bought Shares under the CPFIS–Ordinary Account
"**Deed Poll**"	:	The deed poll dated 9 November 2017 executed by the Company for the purpose of constituting the Warrants and containing, amongst others, provisions for the protection of the rights and interests of the Warrantholders
"**EBITDA**"	:	Earnings before interest, taxes, depreciation and amortization
"**EGM**"	:	The extraordinary general meeting of the Company held on 25 November 2017 in connection with the Rights cum Warrants Issue and the Whitewash Resolution
"**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 the Participating Banks in accordance with the terms and conditions of this Offer Information Statement and the relevant procedures for electronic application at the ATM as set out in this Offer Information Statement or on the ATM screens of the relevant Participating Banks, and the term "**Electronic Applications**" will be construed accordingly

"**Enlarged Share Capital**"	:	The issued and paid-up share capital of the Company immediately following the Rights cum Warrants Issue
"**Entitled Depositors**"	:	Shareholders whose Shares are registered in the name of CDP and whose securities accounts with CDP are credited with Shares as at the Books Closure Date 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 Scrip holders**"	:	Shareholders whose share certificates have not been deposited with CDP and who have tendered to the Share Registrar valid transfers of their Shares and the certificates relating thereto for registration up to the Books Closure Date and whose registered addresses with the Company 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 the Share Registrar with addresses in Singapore for the service of notices and documents
"**Entitled Shareholders**"	:	Entitled Depositors and Entitled Scripholders
"**EPS**"	:	Earnings per Share
"**ESOS Options**"	:	The 4,000,000 outstanding options which may be exercised under the Vallianz ESOS, each carrying the right to subscribe for one (1) new Share
"**Excess Rights Shares with Warrants**"	:	The additional Rights Shares with Warrants that Entitled Shareholders will be eligible to apply for in excess of their provisional allotments under the Rights cum Warrants Issue
"**Exchange Rate**"	:	The illustrative exchange rate of US$1: S$1.3878, being the agreed exchange rate as set out in the RHCL SOSA and the SHL SOSA
"**Exercise Period**"	:	The period during which the Warrants may be exercised, commencing on and including the date of issue of the Warrants and expiring at 5.00 p.m. on the day immediately preceding the second (2nd) 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 are/is closed or is not a Market Day, in which event the Warrants shall expire on the date prior to closure of the Register of Members and/or Register of Warrantholders or on the immediately preceding Market Day, as the case may be, (but excluding such period(s) during which the Register of Members and/or Register of Warrantholders may be closed), subject to the terms and conditions of the Warrants as set out in the Deed Poll. The right to exercise the Warrants will not be extended beyond the Exercise Period and any Warrants remaining unexercised at the expiry of the Exercise Period shall lapse and cease to be valid for any purpose
"**Exercise Price**"	:	The price payable for each New Share upon the exercise of a Warrant, being S$0.016, subject to certain adjustments in accordance with the terms and conditions of the Warrants as set out in the Deed Poll

"**Existing RHCL Shares**"	:	Has the meaning ascribed to it in paragraph (f) of the Section entitled "Part X – Additional Information Required For Offer Of Securities By Way Of Rights Issue" of this Offer Information Statement
"**Existing Share Capital**"	:	The existing issued and paid-up share capital of the Company of 4,479,061,385 Shares as at the Latest Practicable Date. The Company does not have any treasury shares
"**Expiry Date**"	:	The date on which the Exercise Period shall expire
"**First SHL Warrants Exercise**"	:	Subject to the fulfilment or waiver of the SHL WSA Conditions Precedent and the GSO Conditions Precedent, the exercise of Warrants issued to SHL by SHL, insofar as (i) the aggregate exercise price payable by SHL to the Company on such exercise is equivalent to or does not exceed the S$ equivalent of the Balance VHL Owing; and (ii) such exercise will not result in SHL and persons acting in concert with it holding Shares representing more than 29.9% of the voting rights of the Company immediately following such exercise
"**Foreign Purchasers**"	:	Persons purchasing the provisional allotments of Rights Shares with Warrants through the book-entry (scripless) settlement system and whose registered addresses with CDP are outside Singapore at the time of purchase
"**Foreign Shareholders**"	:	Shareholders whose registered addresses with the Share Registrar or CDP, as the case may be, are 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 the Share Registrar or CDP, as the case may be, addresses in Singapore for the service of notices and documents
"**FY2014**"	:	The financial year ended 31 December 2014
"**FY2015**"	:	The financial year ended 31 December 2015
"**FY2017**"	:	The financial period of 15 months ended 31 March 2017, as the Company changed its financial year end from 31 December to 31 March during 2016
"**Group**"	:	The Company and its subsidiaries collectively
"**GSO Conditions Precedent**"	:	The conditions precedent applicable to each Novation and Assignment and each Group Set-Off, details of which are set out in column C of the table in Appendix I to the Circular
"**Independent Shareholders**"	:	The Shareholders, who are independent of RHCL for the purpose of the Whitewash Resolution, and who are deemed to be independent for the purposes of the Whitewash Resolution
"**Issue Price**"	:	The issue price of S$0.016 for each Rights Share
"**Latest Practicable Date**"	:	1 December 2017, being the latest practicable date prior to the date of lodgement of this Offer Information Statement
"**Market Day**"	:	A day on which the SGX-ST is open for trading in securities

"**Maximum Scenario**"	:	In the event that all of the ESOS Options are exercised and converted into new Shares on or prior to the Books Closure Date, the issued and paid-up share capital of the Company for the purposes of the Rights cum Warrants Issue will consist of 4,483,061,385 Shares
"**Maximum Subscription Scenario 1**"	:	Assuming that (a) based on the Maximum Scenario; and (b) only RHCL subscribes for its *pro rata* entitlement of Rights Shares with Warrants and all Excess Rights Shares with Warrants under the Rights cum Warrants Issue in accordance with the RHCL SOSA Undertaking, up to 4,483,061,385 Rights Shares with 8,966,122,770 Warrants will be issued under the Rights cum Warrants issue.
"**Maximum Subscription Scenario 2**"	:	Assuming that (a) based on the Maximum Scenario; and (b) all the Entitled Shareholders (including RHCL and SHL) subscribe in full for their *pro rata* entitlements of Rights Shares with Warrants under the Rights cum Warrants Issue, up to 4,483,061,385 Rights Shares with 8,966,122,770 Warrants will be issued under the Rights cum Warrants issue
"**Maximum Subscription Scenarios**"	:	The Maximum Subscription Scenario 1 and Maximum Subscription Scenario 2 collectively
"**MDI Programme**"	:	S$500,000,000 Multicurrency Debt Issuance Programme established by the Company on 20 March 2014
"**Minimum Scenario**"	:	In the event that none of the ESOS Options are exercised and converted into new Shares on or prior to the Books Closure Date, the issued and paid-up share capital of the Company for the purposes of the Rights cum Warrants Issue will consist of 4,479,061,385 Shares
"**Minimum Subscription Scenario**"	:	Assuming that (a) based on the Minimum Scenario; and (b) only RHCL subscribes for its *pro rata* entitlement of Rights Shares with Warrants and all Excess Rights Shares with Warrants under the Rights cum Warrants Issue in accordance with the RHCL SOSA Undertaking, up to 4,479,061,385 Rights Shares with 8,958,122,770 Warrants will be issued under the Rights cum Warrants issue
"**NAV**"	:	Net asset value
"**Netting Off Practice**"	:	The practice, as described by the Company in its announcement dated 31 August 2016, of conducting business on an extended credit basis as well as a netting off basis which includes the netting off of owings as between the Group entities and SHL Group entities
"**New Shares**"	:	Up to 8,966,122,770 new Shares 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
"**NM**"	:	Not meaningful

"**Notes**"	:	S$60,000,000 in principal amount of 7.25% fixed rate notes due 22 November 2016 issued under the MDI Programme. Please refer to paragraph 7 of Part V of this Offer Information Statement for more information
"**Novations and Assignment**"	:	The novations and assignment arrangement as agreed upon in the SHL SOSA, the details of which are set out in clause 4.1.3 of the Circular.
"**Novated SHL Group Owings**"	:	The novated owings of the SHL Group entities to SHL, pursuant to the Novations and Assignment, the details of which are set out in clause 4.1.3 of the Circular
"**Novated Net VHL Owing**"	:	The excess of Novated VHL Group Owings over Novated SHL Group Owings
"**Novated VHL Group Owings"**	:	The novated owings of the VHL Group entities to the Company, pursuant to the Novations and Assignment, the details of which are set out in clause 4.1.3 of the Circular
"**Offer Information Statement**"	:	This offer information statement, together with the PAL, the ARE, the ARS and all accompanying documents including, where the context so admits, any supplementary or replacement document which may be issued by the Company and lodged with the SGX-ST, acting as agent on behalf of the Authority in connection with the Rights cum Warrants Issue
"**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
"**Purchasers**"	:	Purchasers of the provisional allotments of Rights Shares with Warrants traded on Catalist through the book entry (scripless) settlement system during the provisional allotment trading period prescribed by the SGX-ST
"**Record Date**"	:	In relation to any dividends, rights, allotments or other distributions that may be declared or paid, 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 that may be declared or paid
"**Register of Members**"	:	Register of members of the Company
"**Register of Warrantholders**"	:	Register of Warrantholders of the Company
"**RHCL Actual Exercise Amount**"	:	The actual aggregate exercise price payable by RHCL to the Company in respect of the RHCL Warrants Exercise
"**RHCL Actual Subscription Amount**"	:	The actual aggregate issue price payable by RHCL to the Company for the RHCL Subscription in the Maximum Subscription Scenario 2, which amounts to approximately S$10.8 million

"**RHCL Advances**"	:	The advances made by RHCL to the Company, under which the total outstanding amount owing as at the Latest Practicable Date is approximately US$102.1 million (equivalent to approximately S$141.7 million based on the Exchange Rate)
"**RHCL Set-Off and Settlement Arrangements**"	:	The RHCL Subscription Set-Off and Settlement Arrangement and RHCL Warrants Exercise Set-Off and Settlement Arrangement collectively
"**RHCL SOSA**"	:	The set-off and settlement agreement dated 24 May 2017 (as amended and supplemented by a supplemental agreement dated 6 November 2017) entered into between the Company and RHCL, pursuant to which parties agreed to, *inter alia*, the RHCL Set-Off and Settlement Arrangements
"**RHCL SOSA Undertaking**"	:	The undertaking given by RHCL to the Company pursuant to the RHCL SOSA, subject to the fulfilment or waiver of the RHCL SSA Conditions Precedent, to subscribe for its *pro rata* entitlement of Right Shares with Warrants and, subject to availability, the Excess Right Shares with Warrants which remains unsubscribed by other Shareholders
"**RHCL SSA Conditions Precedent**"	:	Has the meaning ascribed to it in paragraph (f) of the Section entitled "Part X – Additional Information Required For Offer Of Securities By Way Of Rights Issue" of this Offer Information Statement
"**RHCL Subscription Set-Off and Settlement Arrangement**"	:	The set-off and settlement of the RHCL Actual Subscription Amount against the RHCL Advances to the extent of the RHCL Actual Subscription Amount
"**RHCL Warrants Exercise**"	:	Subject to the fulfilment or waiver of the RHCL WSA Conditions Precedent, the exercise of the Warrants issued to RHCL by RHCL, insofar as the aggregate exercise price payable by RHCL to the Company on such exercise is equivalent to or does not exceed the S$ equivalent of the Balance Advances
"**RHCL Warrants Exercise Set-Off and Settlement Arrangement**"	:	The set-off and settlement of the RHCL Actual Exercise Amount against the Balance Advances to the extent of the RHCL Actual Exercise Amount, the terms of which are contained in the RHCL SOSA, and as detailed in Section 5.1.2 of the Circular
"**RHCL WSA Conditions Precedent**"	:	The conditions precedent applicable to any RHCL Warrants Exercise(s) and the RHCL Warrants Exercise Set-Off and Settlement Arrangement, details of which are set out in column B of the table in Appendix II to the Circular
"**Rights cum Warrants Issue**"	:	The renounceable non-underwritten rights cum warrants issue of up to 4,483,061,385 Rights Shares at the Issue Price of S$0.016 for each Rights Share, with free detachable Warrants, each Warrant carrying the right to subscribe for one (1) New Share at the Exercise Price of S$0.016 for each New Share, on the basis of one (1) Rights Share for every one (1) existing Share held by each Entitled Shareholder as at the Books Closure Date, with two (2) free detachable Warrants for every one (1) Rights Share, fractional entitlements to be disregarded
"**Rights Shares**"	:	Up to 4,483,061,385 new Shares to be allotted and issued by the Company pursuant to the Rights cum Warrants Issue

"**Securities Account**"	:	A securities account maintained by a Depositor with CDP but does not include a securities sub-account
"**SESDAQ**"	:	Stock Exchange of Singapore Dealing and Automated Quotation
"**SFA**"	:	Securities and Futures Act (Chapter 289) of Singapore, as amended or modified from time to time
"**SGXNET**"	:	A broadcast network utilised by companies listed on the SGX-ST for the purposes of sending information (including announcements) to the SGX-ST (or any other broadcast or system networks prescribed by the SGX-ST)
"**Shareholders**"	:	Registered holders of Shares except that where the registered holder is CDP, the term "**Shareholders**" shall, in relation to such Shares and where the context admits, mean the Depositors whose direct Securities Accounts maintained with CDP are credited with Shares
"**Share(s)**"	:	The issued ordinary share(s) in the capital of the Company
"**SHL SOSA**"	:	The set-off and settlement agreement dated 24 May 2017 (as amended and supplemented by a supplemental agreement dated 6 November 2017) entered into between the Company, SHL and SOC, pursuant to which parties agreed to, *inter alia*, the SHL Set-Off and Settlement Arrangements
"**SHL Group Owings**"	:	The outstanding amounts owing by various entities within the SHL Group to various entities within the Group
"**SHL Actual Subscription Amount**"	:	The actual aggregate issue price payable by SHL to the Company for the SHL Subscription in the Maximum Subscription Scenario 2, which amounts to approximately S$14.5 million
"**SHL Set-Off and Settlement Arrangements**"	:	The SHL Subscription Set-Off and Settlement Arrangement and SHL Warrants Exercise Set-Off and Settlement Arrangement collectively
"**SHL SSA Conditions Precedent**"	:	The conditions precedent applicable to the SHL Subscription and the SHL Subscription Set-Off and Settlement Arrangement, details of which are set out in column A of the table in Appendix I to the Circular
"**SHL Subscription**"	:	Subject to the fulfilment or waiver of the SHL SSA Conditions Precedent and GSO Conditions Precedent, the subscription by SHL in full for its pro rata entitlement (to the extent not subject of Renunciation) of the Rights Shares with Warrants in accordance with the terms and conditions of the Rights cum Warrants Issue
"**SHL Subscription Set-Off and Settlement Arrangement**"	:	The set-off and settlement of the SHL Actual Subscription Amount against the VHL Owings to the extent of the SHL Actual Subscription Amount
"**SHL Warrants Exercise Set-Off and Settlement Arrangement**"	:	The set-off and settlement arrangements in respect of the settlement of the exercise price payable by SHL to the Company on exercise of the Warrants, the terms of which are contained in the SHL SOSA and as detailed in Sections 4.1.2 and 4.1.4 of the Circular

"**SHL WSA Conditions Precedent**"	:	The conditions precedent applicable to any SHL Warrants Exercise(s) and the SHL Warrants Exercise Set-Off and Settlement Arrangement, details of which are set out in column B of the table in Appendix I of the Circular
"**SIC Conditions**"	:	The conditions imposed by the Council as stated in its letter dated 22 August 2016, to which the Whitewash Waiver is subject, and as detailed in Section 8.3 of the Circular
"**SRS**"	:	Supplementary Retirement Scheme
"**SRS Account**"	:	An account opened by a participant in the SRS with an SRS Operator from which money may be withdrawn for, amongst others, payment of the Rights Shares with Warrants and/or Excess Rights Shares with Warrants
"**SRS Funds**"	:	Monies standing to the credit of the SRS accounts of SRS Members under the SRS
"**SRS Members**"	:	Members under the SRS
"**subsidiaries**"	:	Has the meaning ascribed to it in Section 5 of the Companies Act and "**subsidiary**" shall be construed accordingly
"**Substantial Shareholder**"	:	A person (including a corporation) who has an interest or interests in one (1) or more voting shares in the Company and the total votes attached to that share or those shares is not less than 5.0% of the total votes attached to all voting shares of the Company
"**Subsequent SHL Warrants Exercise**"	:	The subsequent SHL Warrant exercise after the First SHL Warrants Exercise, the terms of which are contained in the SHL SOSA and as set out in Section 4.14 of the Circular
"**Theoretical Ex-Rights Price**"	:	For the purposes of the Rights cum Warrants Issue, the theoretical ex-rights price per Share is equal to the sum of the last traded price of the Shares of S$0.016 on 3 November 2017 prior to the trading halt on 6 November 2017 and the Issue Price, divided by two. For the avoidance of doubt, the theoretical ex-rights price computations do not include the New Shares to be issued from the exercise of the Warrants
"**Unit Share Market**"	:	The unit share market of the SGX-ST which allows trading of securities in single units
"**Vallianz ESOS**"	:	The Vallianz Employee Share Option Scheme implemented by the Company in the financial year ended 31 March 2009 in accordance with the scheme approved by the Shareholders on 11 April 2001
"**Vallianz PSP**"	:	The Vallianz Performance Share Plan implemented by the Company in 2010 in accordance with the plan approved by the Shareholders on 23 August 2010

"**VHL Owings**"	:	The amount owing by the Company to SHL, which amounted to approximately US$29.4 million (equivalent to approximately S$40.8 million based on the Exchange Rate) as at 31 December 2016, as set out in the SHL SOSA, and which remains unchanged as at the Latest Practicable Date
"**VHL Group Owings**"	:	The amount owing by the Company to SHL, which amounted to approximately US$36.6 million (equivalent to approximately S$50.8 million based on the Exchange Rate) as at 31 December 2016, as set out in the SHL SOSA, and which remains unchanged as at the Latest Practicable Date
"**Warrantholders**"	:	Registered holders of the Warrants in the Register of Warrantholders, except where the registered holder is CDP, the term "**Warrantholders**" shall, in relation to such Warrants and where the context admits, mean the Entitled Depositors whose Securities Accounts are credited with such Warrants
"**Warrants**"	:	Up to 8,966,122,770 free detachable warrants in registered form, to be allotted and 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 allotted and issued by the Company pursuant to the terms and conditions of the warrants to be set out in the Deed Poll (any such additional warrants to rank *pari passu* 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) New Share at the Exercise Price
"**Whitewash Resolution**"	:	The resolution passed by way of a poll by a majority of the Independent Shareholders present and voting at the EGM to waive their rights to receive a mandatory general offer from RHCL pursuant to Rule 14 of the Code arising from the Rights cum Warrants Issue and the RHCL SOSA Undertaking
"**Whitewash Waiver**"	:	The waiver granted by the Council on 22 August 2016, of the requirement on the part of RHCL to make a mandatory general offer for the Shares not already owned by it under Rule 14 of the Code arising from the Rights cum Warrants Issue. Please refer to Section 8 of the Circular for further details on the Whitewash Waiver

Currencies and Units of Measurements

"**SAR**" or "**Saudi Riyal**"	:	Saudi Arabian Riyal, the lawful currency of the Kingdom of Saudi Arabia
"**S$**" and "**S$ cents**"	:	Singapore dollars and cents respectively, the lawful currency of the Republic of Singapore
"**US$**" and "**US cents**"	:	United States of America dollars and cents respectively, the lawful currency of the United States of America
"**%**"	:	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.

The headings in this Offer Information Statement are inserted for convenience only and shall be ignored in construing this Offer Information Statement.

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 be a reference to Singapore time and date unless otherwise stated and 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 Catalist Rules 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 Catalist Rules 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.

Shares trade ex-rights	:	30 November 2017 from 9.00 a.m.
Books Closure Date	:	4 December 2017 at 5:00 p.m.
Despatch of this Offer Information Statement (together with the ARE or PAL, as the case may be) to the Entitled Shareholders	:	7 December 2017
Commencement of trading of provisional allotments of Rights Shares with Warrants on a "nil-paid" basis	:	7 December 2017 from 9.00 a.m.
Last date and time for splitting of provisional allotments of Rights Shares with Warrants	:	15 December 2017 at 5.00 p.m.
Last date and time for trading of provisional allotments of Rights Shares with Warrants on a "nil-paid" basis	:	15 December 2017 at 5.00 p.m.
Last date and time for acceptance of and payment for Rights Shares with Warrants(1)	:	21 December 2017 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(1)	:	21 December 2017 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(1)	:	21 December 2017 at 5.00 p.m. (9.30 p.m. for Electronic Applications)
Expected date for issuance of Rights Shares with Warrants	:	29 December 2017
Expected date for crediting of Rights Shares and Warrants	:	2 January 2018
Expected date for refund of unsuccessful or invalid applications (if made through CDP)	:	2 January 2018
Expected date for the listing and commencement of trading of Rights Shares	:	2 January 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)	:	3 January 2018 from 9.00 a.m.

Note:

(1) This does not apply to CPFIS Members, SRS Members and investors who hold Shares through a finance company and/or Depository Agent. CPFIS Members, SRS Members and investors who hold Shares through a finance company and/or Depository Agent should refer to the section entitled "Important Notice to CPFIS Members, SRS Members and Investors who hold Shares through a Finance Company and/or Depository Agent" of this Offer Information Statement. Any application made by these investors directly through CDP, Electronic Applications, the Share Registrar and/or the Company will be rejected. Such investors, where applicable, will receive notification letter(s) from their respective CPF Agent Bank, SRS Approved Bank, finance company and/or Depository Agent, as the case may be, and should refer to such notification letter(s) for details of the last date and time to submit applications to their respective CPF Agent Bank, SRS Approved Bank, finance company and/or Depository Agent, as the case may be.

Pursuant to Rule 820(1) of the Catalist Rules, 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 30 November 2017 from 9.00 a.m.

The above timetable is indicative only and may be subject to change. As at the Latest Practicable Date, the Company does not expect the above timetable to be modified. However, the Company may, in consultation with its advisers and with the approval of the Sponsor, the SGX-ST and/or CDP, 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 to be posted on the SGX-ST's website at 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 from the date the Rights cum Warrants Issue commences 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 from the date the Rights cum Warrants Issue commences 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 or renounce their provisional allotments of the Rights Shares with Warrants and are eligible to apply for Excess Rights Shares with Warrants. Entitled Depositors will also be able to trade their provisional allotments of the Rights Shares with Warrants on Catalist during the provisional allotment trading period prescribed by the SGX-ST. For the avoidance of doubt, only Entitled Shareholders (and not the Purchasers or the renouncees) shall be entitled to apply for Excess Rights Shares with Warrants.

All dealings in, and transactions of, the provisional allotments of Rights Shares with Warrants through Catalist 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 Catalist.

Entitled Depositors should note that all correspondences and notices will be sent to their last registered addresses with CDP. Entitled Depositors are reminded that they must have registered addresses in Singapore with CDP as at the Books Closure Date or if they have registered addresses outside Singapore, they must provide CDP, at 9 North Buona Vista Drive, #01-19/20 The Metropolis Tower 2, Singapore 138588, with addresses in Singapore no later than 5.00 p.m. on the date being three (3) Market Days prior to the Books Closure Date, in order to receive their provisional allotments of Rights Shares with Warrants.

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 the Share Registrar, Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) at 80 Robinson Road, #11-02, Singapore 068898, not later than 5.00 p.m. on the date being three (3) Market Days prior to the Books Closure Date, in order to receive their provisional allotments of Rights Shares with Warrants.

Entitled Scripholders are encouraged to open Securities Accounts if they have not already done so and to deposit their share certificates with CDP at least 12 Market Days before the Books Closure Date so that their Securities Accounts may be credited by CDP with their Shares and the provisional allotments of Rights Shares with Warrants. Entitled Shareholders should note that their Securities Accounts will only be credited with the Shares on the 12th Market Day from the date of lodgement of the share certificates with CDP or such later date as CDP may determine.

Fractional entitlements to the Rights Shares with Warrants will be disregarded in arriving at the Entitled Shareholders' provisional allotments of Rights Shares with Warrants 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 applications for Excess Rights Shares with Warrants (subject to availability), or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interest of the Company subject to applicable laws, and the Catalist Rules.

In the allotment of Excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and 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 will rank last in priority for the rounding of odd lots and allotment of Excess Rights Shares with Warrants. The Company will not make any allotment and issue of any Excess Rights Shares with Warrants that will result in a transfer of controlling interest in the Company unless otherwise approved by Shareholders in a general meeting.

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** to 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 this 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, this 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.

This Offer Information Statement and its accompanying documents will also not be despatched to 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 renouncee 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 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. The Company further reserves the right to treat as invalid or to decline to register such application or purported application which (a) appears to the Company or its agent to have been executed in any jurisdiction outside Singapore which may violate the applicable legislation of such jurisdiction, (b) provides an address outside Singapore for the receipt of the share certificate(s) or which requires the Company to despatch the share certificate(s) for the Rights Shares with Warrants to an address in any jurisdiction outside Singapore, or (c) purports to exclude any deemed representation or warranty.

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 Catalist 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 as at the Books Closure Date and sent to them at their **OWN RISK BY ORDINARY POST**, where the amount of net proceeds to be distributed to any single Foreign Shareholder is not less than S$10.00. If the amount of net proceeds distributable to any single Foreign Shareholder is less than S$10.00, the Company shall be entitled to retain or deal with such net proceeds as the Directors may, in their absolute discretion, deem fit in the interests of the Company and no Foreign Shareholder or persons acting to the account or benefit of any such persons shall have any claim whatsoever against the Company, the Sponsor, the Share Registrar or CDP and their respective officers in connection therewith.

Where such provisional allotments of Rights Shares with Warrants are sold "nil-paid" on Catalist, they will be sold at such price or prices as the Company may, in its absolute discretion, decide and no Foreign Shareholder or persons acting to the account or benefit of any such persons shall have any claim whatsoever against the Company, the Sponsor, the Share Registrar or CDP and their respective officers in respect of such sales or proceeds thereof, of such provisional allotments of Rights Shares with Warrants or the Rights Shares with Warrants represented by such provisional allotments.

If such provisional allotments of Rights Shares with Warrants cannot be sold or are not sold on Catalist 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 or persons acting to the account or benefit of any such persons shall have any claim whatsoever against the Company, the Sponsor, the Share Registrar or CDP and their respective officers 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 keep themselves informed of and to observe any legal requirements applicable thereto at their own expense and without liability to the Company or any other person involved in the Rights cum Warrants Issue. No person in any territory outside Singapore receiving this Offer Information Statement and 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 violating any regulatory or legal requirements in such territory.

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

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

The Company had on 3 October 2016, announced the receipt of the listing and quotation notice from the SGX-ST for the listing and quotation of up to 3,596,211,385 Rights Shares, 7,192,422,770 Warrants and 7,192,422,770 New Shares on Catalist ("**2016 LQN**"), pursuant to the terms of the proposed Rights cum Warrants Issue based on the 2016 Circular, and subject to certain conditions as stated in the 2016 LQN.

However, subsequent to the 2016 LQN:

(a) the maximum number of new Shares to be issued pursuant to the Rights cum Warrants Issue had increased from 3,596,211,385 Rights Shares to 4,483,061,385 Rights Shares;

(b) the maximum number of free detachable warrants to be issued pursuant to the Rights cum Warrants Issue has increased from 7,192,422,770 Warrants to 8,966,122,770 Warrants;

(c) the maximum number of New Shares to be issued by the Company, credited as fully paid, upon the exercise of the Warrants has increased from 7,192,422,770 New Shares to 8,966,122,770 New Shares; and

(d) on the basis of one (1) Rights Share, the issue price of each Rights Share has been changed to S$0.016 instead of the previously announced issue price of S$0.02, for every one (1) Share held by each entitled Shareholder as at the Books Closure Date, with two (2) free detachable Warrants for every one (1) Rights Share, and each Warrant carrying the right to subscribe for one (1) New Share at the exercise price of S$0.016 for each New Share instead of the previously announced exercise price of S$0.02.

Further to the 2016 LQN and in view of the increase in size of the Rights cum Warrants Issue, the change in issue price of each Rights Share and the exercise price of each New Share upon the exercise of each Warrant, the Company, made a revised additional listing application to the SGX-ST, through its sponsor.

On 21 November 2017, the Company received a fresh listing and quotation notice from the SGX-ST for the listing and quotation of up to 4,483,061,385 Right Shares, 8,966,122,770 Warrants and 8,966,122,770 New Shares on Catalist ("**2017 LQN**"), pursuant to the terms of the proposed Rights cum Warrants Issue based on the Circular, and subject to certain conditions as stated in the 2017 LQN.

Please note that the 2016 LQN and the 2017 LQN granted by the SGX-ST for the listing and quotation of the Rights Shares, the Warrants and the New Shares on Catalist are not an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the New Shares, the Company, its subsidiaries and their securities.

Upon listing and quotation on Catalist, the Rights Shares, the Warrants and the New Shares 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 New Shares effected through Catalist 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.

SHAREHOLDERS SHOULD NOTE THAT THE WARRANTS MAY NOT BE LISTED AND QUOTED ON CATALIST IF THERE IS AN INSUFFICIENT SPREAD OF HOLDINGS OF THE WARRANTS TO PROVIDE FOR AN ORDERLY MARKET IN THE TRADING OF THE WARRANTS. AS A GUIDE, THE SGX-ST EXPECTS AT LEAST 100 WARRANTHOLDERS FOR A CLASS OF COMPANY WARRANTS.

SHAREHOLDERS SHOULD NOTE THAT IN THE EVENT THAT PERMISSION IS NOT GRANTED BY THE SGX-ST FOR THE LISTING AND QUOTATION OF THE WARRANTS ON CATALIST DUE TO AN INSUFFICIENT SPREAD OF HOLDINGS TO PROVIDE FOR AN ORDERLY MARKET IN THE TRADING OF THE WARRANTS, WARRANTHOLDERS WILL NOT BE ABLE TO TRADE THEIR WARRANTS ON CATALIST BUT THE COMPANY SHALL, NEVERTHELESS, PROCEED WITH AND COMPLETE THE RIGHTS CUM WARRANTS ISSUE. HOWEVER, IF WARRANTHOLDERS EXERCISE THEIR RIGHTS, SUBJECT TO THE TERMS AND CONDITIONS OF THE WARRANTS, TO CONVERT THEIR WARRANTS INTO NEW SHARES, SUCH NEW SHARES WILL BE LISTED AND QUOTED ON CATALIST.

2. Arrangements for Scripless Trading

To facilitate scripless trading, Entitled Scripholders and their renouncees who wish to accept the Rights Shares with Warrants provisionally allotted to them and/or (if applicable) apply for Excess Rights Shares with Warrants, and who wish to trade the Rights Shares with Warrants issued to them on Catalist under the book-entry (scripless) settlement system, should open and maintain 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, Excess Rights Shares and Warrants that may be allotted to them may be credited by CDP into their Securities Accounts.

Entitled Scripholders and their renouncees who wish to accept and/or (if applicable) apply for Excess Rights Shares with Warrants and have their Rights Shares with Warrants credited by CDP into their Securities Accounts must fill in their Securities Account numbers and/or National Registration Identity Card ("**NRIC**")/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL. Entitled Scripholders and their renouncees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers or registration numbers or who have provided incorrect or invalid Securities Account numbers and/or NRIC/passport numbers or registration numbers or whose particulars provided in the forms comprised in the PAL differ from those particulars in their Securities Accounts currently maintained with CDP, will be issued physical certificates in their own names for the Rights Shares with Warrants allotted to them and, if applicable, Excess Rights Shares with Warrants allotted to them. Such physical certificates, if issued, will be sent to them by ordinary post at their own risk, to their mailing addresses in Singapore as maintained with the Share Registrar within 10 Market Days after the Closing Date, but will not be valid for delivery pursuant to trades done on Catalist 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 an Entitled Scripholder who has not deposited his share certificate(s) with CDP but wishes to trade on Catalist, 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, the Warrants and/or existing Shares, as the case may be, before he can effect the desired trade.

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 Catalist Rules, 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 warrantholders for a class of company warrants. Accordingly, holders of Warrants will not be able to trade their Warrants on Catalist if there is an insufficient spread of holdings for the Warrants.

3. Trading of odd lots

Entitled Shareholders should note that the Rights cum Warrants Issue may result in them holding odd lots of Shares and/or odd lots of Warrants (that is, lots other than board lots of 100 Shares or 100 Warrants). The exercise of such Warrants would also result in an Entitled Shareholder holding odd lots of Shares.

Entitled Depositors should note that most counters on Catalist trade in lot sizes of 100 shares. Following the Rights cum Warrants Issue, Entitled Depositors who hold odd lots of Shares and/or Warrants (i.e. less than 100 Shares and/or Warrants) and who wish to trade in odd lots on Catalist should note that the Unit Share Market of the SGX-ST has been set up to allow trading of odd lots. The market for trading of such odd lots of Shares and/or Warrants may be illiquid.

4. Trading of Shares of Companies listed on Catalist

Companies listed on Catalist may carry higher investment risk compared to larger or more established companies listed on the Main Board of the SGX-ST. In particular, companies may list on Catalist without track record of profitability and there is no assurance that there will be a liquid market in the securities traded on Catalist. Entitled Shareholders should be aware of the risks of subscribing for the shares of such companies and make the decisions to subscribe for the Rights Shares with Warrants only after careful consideration and, if appropriate, consultation with an independent financial adviser.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in this Offer Information Statement, statements made in public announcements, press releases and oral statements that may be made by the Company or its Directors, officers or employees acting on the Company's 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 but not limited to statements as to the Group's revenue and profitability, 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 results, performance or achievements to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements. These risks, uncertainties and other factors are discussed in more detail in this Offer Information Statement, in particular, but not limited to, discussions set out in paragraph 9 of Part V of this Offer Information Statement.

Given the risks and uncertainties that may cause the Group's actual future results, performance or achievements to be materially different than expected, expressed or implied by the forward-looking statements in this Offer Information Statement, you are advised not to place undue reliance on those statements which apply only as at the date of this Offer Information Statement.

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

Further, the Company and the Sponsor disclaim 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, if required, may lodge a supplementary or replacement document with the SGX-ST, acting as agent on behalf of the Authority and make an announcement of the same on SGXNET, in the event, amongst others, it becomes aware of a new circumstance that has arisen after the lodgement of this Offer Information Statement with the SGX-ST, acting as agent on behalf of the Authority, that is material or is required to be disclosed by law and/or the SGX-ST. The Company is also subject to the provisions of the Catalist Rules regarding corporate disclosure.

The Code regulates the acquisition of ordinary shares of, amongst others, 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 30.0% 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 30.0% to 50.0% (both inclusive) of the voting rights in the Company, and acquires additional Shares representing more than 1.0% of the voting rights in the Company in any period of six (6) months, must extend a mandatory take-over offer for the remaining Shares in the Company in accordance with the provisions of the Code.

In general, the acquisition of instruments convertible into, rights to subscribe for and options in respect of new shares which carry voting rights does not give rise to an obligation to make a mandatory take-over offer under the Code. However, the exercise of any conversion or subscription rights or options will be considered to be an acquisition of voting rights for the purposes 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 the subscription of all or any of their respective entitlements of Rights Shares with Warrants under the Rights cum Warrants Issue and/or the acquisition of New Shares upon the exercise of all or any Warrants obtained pursuant to the Rights cum Warrants Issue should consult the Council and/or their professional advisers immediately.

As at the Latest Practicable Date, RHCL has an interest in 672,000,000 Shares, representing approximately 15.0% of the Existing Share Capital.

The Rights Shares with Warrants and Excess Rights Shares with Warrants (subject to availability) to be issued to RHCL pursuant to the RHCL SOSA Undertaking may result in RHCL acquiring 30.0% or more of the voting rights of the Company after the completion of the Rights cum Warrants Issue as well as the exercise of the Warrants. In such event, RHCL would incur an obligation to make a mandatory general offer for the Company under Rule 14 of the Code unless the aforesaid obligation is waived by the Council. As at the Latest Practicable Date, RHCL does not have any concert parties as defined under the Code that are holding Shares.

The Company has sought and obtained from the Council on 22 August 2016, a waiver of the obligation of RHCL to make a mandatory general offer under the Code for all the Shares not owned or controlled by RHCL as a result of the Rights cum Warrants Issue (the "**Whitewash Waiver**").

Following the Company's announcement on 6 July 2017, where the Company provided an update to the Shareholders on the increase in the size of the Rights cum Warrants Issue, the Company had, on 2 August 2017, obtained the Council's confirmation that, subject to compliance with the SIC Conditions, the Council has no objections to the changes to the Rights cum Warrants Issue, and that the Whitewash Waiver remains valid.

On 27 October 2017, the Company updated the Council on the further changes to the terms of the Rights cum Warrants Issue in relation to amongst others, the change in the Issue Price and Exercise Price to S$0.016 from S$0.020.

Assuming the Minimum Subscription Scenario where only RHCL subscribes for its pro rata entitlement of 672,000,000 Rights Shares with 1,344,000,000 Warrants under the Rights cum Warrants Issue and RHCL further subscribes for all 3,807,061,385 excess Rights Shares with 7,614,122,770 Warrants pursuant to the RHCL SOSA, the shareholding of RHCL will increase to approximately 57.5% of the Enlarged Share Capital before the exercise of all its Warrants and will increase further to 78.8% of the Enlarged Share Capital after RHCL exercises all of its Warrants (whether through the RHCL SOSA set-off and settlement arrangements or cash subscription of the Warrants), being the maximum percentage shareholding interest for RHCL. In the event that RHCL only exercise its Warrants up to the extent of setting-off in full the RHCL Advances, its shareholding interest will increase to 71.4% of the Enlarged Share Capital after the exercise of the Warrants.

On 25 November 2017, the Whitewash Resolution was approved by way of a poll by all of the Independent Shareholders present and voting at the EGM to waive their rights to receive a general offer from RHCL pursuant to Rule 14 of the Code.

As at the Latest Practicable Date, all the SIC Conditions have been satisfied.

DISCLOSURE REQUIREMENTS UNDER THE 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
Ling Yong Wah (Executive Director and Chief Executive Officer)	:	c/o 3A International Business Park, #01-13, Icon@IBP Singapore 609935
Yeo Chee Neng (Executive Vice Chairman)	:	c/o 3A International Business Park, #01-13, Icon@IBP Singapore 609935
Yeo Jeu Nam (Non-Executive Independent Director)	:	c/o 3A International Business Park, #01-13, Icon@IBP Singapore 609935
Bote de Vries (Non-Executive Independent Director)	:	c/o 3A International Business Park, #01-13, Icon@IBP Singapore 609935

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.

Issue Manager	:	Not applicable. No manger has been appointed for the Rights cum Warrants Issue.
Underwriter	:	Not applicable. The Rights cum Warrants Issue is not underwritten.
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

DISCLOSURE REQUIREMENTS UNDER THE 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.

Share Registrar and Warrant Agent	:	**Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.)** 80 Robinson Road #11-02 Singapore 068898
Transfer Agent	:	Not applicable
Receiving Banker	:	DBS Bank Ltd. 12 Marina Boulevard Level 46 Marina Bay Financial Centre Tower 3 Singapore 018982

DISCLOSURE REQUIREMENTS UNDER THE 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 non-underwritten issue of Rights Shares with free detachable Warrants.
Basis of Allotment	:	One (1) Rights Share for every one (1) existing Share held by each Entitled Shareholder as at the Books Closure Date, with two (2) free detachable Warrants for every one (1) Rights Share subscribed, fractional entitlements to be disregarded.
Number of Rights Shares with Warrants	:	Up to 4,483,061,385 Rights Shares (with up to 8,966,122,770 free detachable Warrants) to be issued.

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.

Please refer to paragraphs 3 to 7 of this Part III 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.

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 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.

The procedures for, and the terms and conditions applicable to, the acceptance, renunciation and/or sale of the provisional allotments of the Rights Shares with the 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** to this Offer Information Statement and in the PAL, the ARE and the ARS.

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.

The detailed procedures for, and the terms and conditions applicable to, acceptances, renunciation, splittings and/or sales of the provisional allotments of Rights Shares with Warrants and for 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** 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 6 December 2017 by crediting the provisional allotments of Rights Shares with Warrants into the Securities Accounts of Entitled Depositors or through the despatch of the 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 renouncees with valid acceptances for Rights Shares with Warrants and/or (if applicable) successful applications for Excess Rights Shares with Warrants and who have failed to furnish or furnished incorrect or invalid Securities Account numbers and/or NRIC/passport numbers or registration numbers or whose particulars provided in the forms comprised in the PAL differ from those particulars in their Securities Accounts currently maintained with CDP, will be issued physical certificates in their own names for the Rights Shares with Warrants allotted to them and, if applicable, Excess Rights Shares with Warrants allotted to them. Such physical certificates, if issued, will be sent to them by ordinary post at their own risk, to their mailing addresses in Singapore as maintained with the Share Registrar within 10 Market Days after the Closing Date.

In the case of Entitled Depositors, Purchasers, Entitled Scripholders and their renouncees (who have furnished valid Securities Account numbers in the relevant form comprised in the PAL) with valid acceptances for Rights Shares with Warrants and/or (if applicable) successful applications for Excess Rights Shares with Warrants, share certificates and warrant certificates representing such number of Rights Shares with Warrants will be sent to CDP within 10 Market Days after the Closing Date and CDP will thereafter credit such number of Rights Shares with Warrants to their relevant Securities Accounts. It is expected that CDP will then send to such subscribers, at their own risk, a notification letter stating the number of Rights Shares with Warrants credited to their respective Securities Accounts.

Please refer to **Appendices B, C and D** to this Offer Information Statement and the PAL, the ARE and the ARS, as the case may be, 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 as no pre-emptive rights have been offered.

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 SGX-ST's website at http://www.sgx.com.

Manner of Refund

Where any acceptance for the Rights Shares with Warrants and/or application for Excess Rights Shares with Warrants is invalid or unsuccessful, the amount paid on acceptance and/or application will be returned or refunded, in full or in part, to such applicants without interest or any share of revenue or other benefit arising therefrom within three (3) Business Days after the commencement of trading of the Rights Shares at their own risk or by any one or a combination of the following:

(i) where the acceptance and/or application had been made through CDP, 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 distribution;

(ii) where the acceptance and/or application had been made through the Share Registrar, 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 addresses as maintained in the records of the Share Registrar; and

(iii) where the acceptance and/or application had been made through Electronic Applications, by crediting their bank account with the relevant Participating Banks at their own risk, the receipt by such bank being a good discharge to the Company and CDP of their obligations, if any, thereunder.

Please refer to **Appendices B, C and D** to this Offer Information Statement and the PAL, the ARE and the ARS, as the case may be, for further details on refunding excess amounts paid by applicants.

DISCLOSURE REQUIREMENTS UNDER THE 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.

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.

The estimated amount of net proceeds raised pursuant to the Rights cum Warrants Issue have been detailed below based on the three (3) possible scenarios under the Rights cum Warrants Issue, namely, the "Minimum Subscription Scenario", the "Maximum Subscription Scenario 1" and the "Maximum Subscription Scenario 2".

For illustrative purposes only,

(a) Minimum Subscription Scenario

Based on the Minimum Scenario and assuming that only RHCL subscribes for its *pro rata* entitlement of Rights Shares with Warrants and all Excess Rights Shares with Warrants under the Rights cum Warrants Issue in accordance with the RHCL SOSA Undertaking, 4,479,061,385 Rights Shares with 8,958,122,770 Warrants will be issued under the Rights cum Warrants issue.

(b) Maximum Subscription Scenario 1

Based on the Maximum Scenario and assuming that only RHCL subscribes for its *pro rata* entitlement of Rights Shares with Warrants and all Excess Rights Shares with Warrants under the Rights cum Warrants Issue in accordance with the RHCL SOSA Undertaking, 4,483,061,385 Rights Shares with 8,966,122,770 Warrants will be issued under the Rights cum Warrants issue.

(c) Maximum Subscription Scenario 2

Based on the Maximum Scenario and assuming that all the Entitled Shareholders (including RHCL and SHL) subscribe in full for their *pro rata* entitlements of Rights Shares with Warrants under the Rights cum Warrants Issue, 4,483,061,385 Rights Shares with 8,966,122,770 Warrants will be issued under the Rights cum Warrants issue.

The following table illustrates (a) the gross proceeds arising from the Rights cum Warrants Issue before the Warrants are exercised, and (b) the gross proceeds arising from the exercise of all the Warrants, in relation to the Minimum Subscription Scenario and the Maximum Subscription Scenarios.

Scenario	Gross Proceeds from the Rights Shares (before the exercise of the Warrants) (S$ million)	Gross Proceeds from the exercise of all the Warrants (S$ million)
Minimum Subscription Scenario	71.1[(1)]	143.3[(2)]
Maximum Subscription Scenarios	71.7[(1)]	143.5[(2)]

Notes:

(1) The gross proceeds from the Rights Shares (before the exercise of the Warrants) pursuant to the Minimum Subscription Scenario and the Maximum Subscription Scenarios is S$71,664,982 and S$71,728,982 respectively; and

(2) The gross proceeds from the exercise of all warrants under the Minimum Subscription Scenario and Maximum Subscription Scenarios is S$143,329,964 and S$143,457,964 respectively.

For the avoidance of doubt, the subscription by each of RHCL and SHL of Rights Shares with Warrants, and each of its respective exercise of the Warrants (where permissible, and to the extent of the RHCL Advances or VHL Group Owings), would be through a set-off and settlement mechanism in accordance with the RHCL SOSA and SHL SOSA respectively. Under such a mechanism, there would be no cash subscription by RHCL and SHL as the proceeds from their respective subscriptions of Rights Shares with Warrants and the exercise of Warrants (where permissible, and to the extent of the RHCL Advances or the VHL Group Owings) would be used purely to set-off against the RHCL Advances and the VHL Group Owings in accordance with the RHCL SOSA and SHL SOSA respectively.

In the Minimum Subscription Scenario and the Maximum Subscription Scenario 1, where only RHCL subscribes for the Rights Shares with Warrants, the gross proceeds from the Rights cum Warrants Issue will be used purely to set-off against the RHCL Advances in accordance with the RHCL SOSA. Professional fees and expenses relating to the Rights cum Warrants Issue will be paid out of the Company's existing resources as no fresh funds will be raised from the Rights Shares.

In the Maximum Subscription Scenario 2, which assumes that all the Entitled Shareholders (including RHCL and SHL) subscribe for their Rights entitlements, each of RHCL and SHL will only be allocated its *pro rata* entitlement of Rights Shares with Warrants. Based on RHCL's shareholding of approximately 15.0% of the Existing Share Capital and SHL's shareholding of approximately 20.2% of the Existing Share Capital, the actual aggregate issue price payable by RHCL and SHL to the Company for each of its subscription of its *pro rata* entitlement of Rights Shares with Warrants in the Maximum Subscription Scenario 2 will be approximately S$10.8 million (the "**RHCL Actual Subscription Amount**") and S$14.5 million (the "**SHL Actual Subscription Amount**") respectively. Accordingly, in the Maximum Subscription Scenario 2, only the RHCL Actual Subscription Amount of S$10.8. million will be set-off and settled against the RHCL Advances to the extent of the RHCL Actual Subscription Amount and the SHL Actual Subscription Amount of S$14.5 million will be set-off and settled against the VHL Owings to the extent of the SHL Actual Subscription Amount, and the remaining net cash proceeds (after deduction of the fees and expenses payable in respect of the Rights cum Warrants Issue) will be S$45.9 million.

All proceeds from the Rights cum Warrants Issue will go to the Company and will be utilised as set out in paragraph 3 of this Part IV below.

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.

Use of proceeds from the Rights Shares

	Minimum Subscription Scenario		Maximum Subscription Scenario 1		Maximum Subscription Scenario 2	
Use of proceeds	**In S$ million**	**% allocation**	**In S$ million**	**% allocation**	**In S$ million**	**% allocation**
1. Partial repayment of RHCL Advances by way of set-off	71.7[(1)]	100.0	71.7[(2)]	100.0	10.8[(3)]	15.1
2. Partial repayment of VHL Owings by way of set-off	–	–	–	–	14.5[(4)]	20.2
3. Working capital and repayment of bank loans	–	–	–	–	45.9	64.0
4. Estimated expenses	–	–	–	–	0.5[(5)]	0.7
Gross proceeds	**71.7**	**100.0**	**71.7**	**100.0**	**71.7**	**100.0**

Notes:

(1) Minimum Subscription Scenario refers to the Minimum Scenario where only RHCL subscribes for its pro rata entitlement of Rights Shares with Warrants and all Excess Rights Shares with Warrants in accordance with the terms and subject to the conditions of the RHCL SOSA. The total outstanding RHCL Advances is approximately US$102.1 million as at 31 December 2016 (equivalent to approximately S$141.7 million based on the Exchange Rate) and the RHCL Actual Subscription Amount pursuant to the subscription of the Rights Shares is approximately S$71.7 million which will be used to set-off and settle against the RHCL Advances. The Balance Advances pursuant to such set-off under the Minimum Subscription Scenario of approximately S$70.0 million will be available for further set-off against the exercise of the Warrants held by RHCL as set out in Table 3 below;

(2) Maximum Subscription Scenario 1 refers to the Maximum Scenario where only RHCL subscribes for its pro rata entitlement of Rights Shares with Warrants and all Excess Rights Shares with Warrants in accordance with the terms and subject to the conditions of the RHCL SOSA. Similar to the Minimum Subscription Scenario, the RHCL Actual Subscription Amount of approximately S$71.7 million will be used to set-off and settle against the RHCL Advances of approximately US$102.1 million as at 31 December 2016 (equivalent to approximately S$141.7 million based on the Exchange Rate). The Balance Advances pursuant to such set-off under the Maximum Subscription Scenario 1 of approximately S$69.9 million (does not add up due to rounding) will be available for further set-off against the exercise of the Warrants held by RHCL as set out in Table 3 below;

(3) Maximum Subscription Scenario 2 refers to the Maximum Scenario where all the Entitled Shareholders (including RHCL and SHL) subscribe in full for their pro rata entitlements of Rights Shares with Warrants. Accordingly, the RHCL Actual Subscription Amount is approximately S$10.8 million based on RHCL's pro rata entitlement of the Rights Shares with Warrants which will be used to set-off and settle against the RHCL Advances of approximately US$102.1 million as at 31 December 2016 (equivalent to approximately S$141.7 million based on the Exchange Rate). The Balance Advances pursuant to such set-off under the Maximum Subscription Scenario 2 of approximately S$130.9 million will be available for further set-off against the exercise of the Warrants held by RHCL as set out in Table 3 below;

(4) Pursuant to the SHL SOSA, the total outstanding VHL Group Owings is approximately US$36.6 million as at 31 December 2016 (equivalent to approximately S$50.7 million based on the Exchange Rate). Upon SHL's subscription of its pro rata entitlement (to the extent not subject of Renunciation) of the Rights Shares with Warrants, the SHL Actual Subscription Amount of approximately S$14.5 million shall be set-off and settle against the VHL Group Owings. The balance of the VHL Group Owings from such set-off of approximately S$36.2 million will be available for further set-off against the SHL Actual Exercise Amount arising from SHL's exercise of the Warrants held by SHL as set out in Table 3 below; and

(5) In the Minimum Subscription Scenario and the Maximum Subscription Scenario 1, professional fees and expenses relating to the Rights cum Warrants Issue will be paid out of the Company's existing resources as there are no fresh funds raised from the Rights Shares. However, in the Maximum Subscription Scenario 2, professional fees and expenses relating to the Rights cum Warrants Issue will be deducted from the gross proceeds of the Rights cum Warrants Issue, to the extent of fresh funds being raised from Entitled Shareholders other than RHCL and SHL (whose subscription of the Rights Shares are set-off and settled pursuant to the RHCL SOSA and the SHL SOSA respectively), with any shortfall being paid out of the Company's existing resources.

Use of proceeds from the exercise of Warrants

	Minimum Subscription Scenario		Maximum Subscription Scenario 1		Maximum Subscription Scenario 2	
Use of proceeds	**In S$ million**	**% allocation**	**In S$ million**	**% allocation**	**In S$ million**	**% allocation**
1. Full/partial repayment of RHCL Advances by way of set-off	70.0[1]	100.0	69.9[2]	100.0	21.5[3]	15.0
2. Partial repayment of VHL Owings and VHL Group Owings by way of set-off	–	–	–	–	28.9[4]	20.1
3. Working capital and repayment of bank loans	–	–	–	–	93.0[1]	64.8
Gross proceeds	**70.0**	**100.0**	**69.9**	**100.0**	**143.5[1]**	**100.0**

Notes:

(1) Under the Minimum Subscription Scenario, it is assumed that RHCL will exercise such number of Warrants where the aggregate exercise price payable by RHCL to the Company in respect of the exercise of its Warrants shall be fully set-off and settle against the Balance Advances of approximately S$70.0 million. Hence, there will be no cash subscription by RHCL. If RHCL exercises all its Warrants in excess of the Balance Advances, RHCL will pay the exercise price in cash and the Company will raise cash proceeds of approximately S$73.3 million;

(2) Similarly, under the Maximum Subscription Scenario 1, it is assumed that RHCL will exercise such number of Warrants where the aggregate exercise price payable by RHCL to the Company in respect of the exercise of its Warrants shall be fully set-off and settle against the Balance Advances of approximately S$69.9 million (does not add up due to rounding). Hence, there will be no cash subscription by RHCL. If RHCL exercises all its Warrants in excess of the Balance Advances, RHCL will pay the exercise price in cash and the Company will raise cash proceeds of approximately S$73.6 million;

(3) Under Maximum Subscription Scenario 2, the aggregate exercise price of approximately S$21.5 million payable by RHCL to the Company in respect of the exercise of all its Warrants will be set-off and settle against the Balance Advances of approximately S$130.9 million. Hence, pursuant to RHCL's subscription of its pro rata entitlement of the Rights Shares with Warrants and the exercise of all its Warrants, the Balance Advances will be approximately S$109.4 million. The Company may issue further new shares ("Additional RHCL Shares") in the future to settle such Balance Advances. For the avoidance of doubt, such issuance of Additional RHCL Shares, if any, are subject to certain conditions and/or approvals to be obtained, including Shareholders' approval at a separate EGM at a later date after the completion of the Rights cum Warrants Issue; and

(4) The aggregate exercise price of approximately S$28.9 million payable by SHL to the Company in respect of the exercise of all its Warrants will be set-off and settle against the balance of the VHL Group Owings of approximately S$36.2 million. Hence, pursuant to SHL's subscription of its pro rata entitlement of the Rights Shares with Warrants and the exercise of all its Warrants, the balance of the VHL Group Owings will be approximately S$7.3 million. The Company may issue further new shares ("Additional SHL Shares") in the future to settle such outstanding amount. For the avoidance of doubt, such issuance of Additional SHL Shares, if any, are subject to certain conditions and/or approvals to be obtained, including Shareholders' approval at a separate EGM at a later date after the completion of the Rights cum Warrants Issue.

Subject to the SHL Warrants Exercise Set-Off and Settlement Arrangement and RHCL Warrants Exercise Set-Off and Settlement Arrangement, as and when the Warrants are exercised, any additional 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, working capital (including repayment of bank loans) and/or such other purposes as the Directors may deem fit.

Pending deployment, the gross/net proceeds (as the case may be) of the Rights cum Warrants Issue (if any) may be placed in deposits with financial institutions or invested in short-term money market instruments or used for any other purposes on a short-term basis as the Directors may in their absolute discretion deem fit in the interests of the Company.

In view of the RHCL SOSA Undertaking (subject to the terms of the RHCL SOSA (including the fulfillment or waiver of the RHCL SSA Conditions Precedent)), and after taking into consideration the cost of engaging an underwriter and having to pay commission in relation to such underwriting, the Company has decided to proceed with the Rights cum Warrants Issue on a non-underwritten basis. The Board is of the opinion that there is no minimum amount which must be raised from the Rights cum Warrants Issue taking into consideration the intended use of proceeds.

The Company will make periodic announcements on the use of proceeds (if any) from the Rights cum Warrants Issue as and when the funds are materially disbursed, as well as provide status reports on the use of proceeds (if any) from the Rights cum Warrants Issue in the Company's annual reports until such time 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 of this Part IV above, for each dollar of the gross proceeds from the Rights cum Warrants Issue, the estimated amount that will be allocated for the intended uses and the estimated amount that will be used to pay for expenses incurred in connection with the Rights cum Warrants Issue are as follows:

Table 1: Use of proceeds from the Rights Shares

	Minimum Subscription Scenario		Maximum Subscription Scenario 1		Maximum Subscription Scenario 2	
Use of proceeds	**In S$ million**	**Estimated amount allocated for each dollar of the proceeds raised (S$)**	**In S$ million**	**Estimated amount allocated for each dollar of the proceeds raised (S$)**	**In S$ million**	**Estimated amount allocated for each dollar of the proceeds raised (S$)**
1. Partial repayment of RHCL Advances by way of set-off[1]	71.7	1.00	71.1	1.00	10.8	0.151
2. Partial repayment of VHL Owings by way of set-off[1]	–	–	–	–	14.5	0.202
3. Working capital and repayment of bank loans	–	–	–	–	45.9	0.640
4. Estimated expenses[2]	–	–	–	–	0.5	0.007
Total gross proceeds	**71.7**	**1.00**	**71.7**	**1.00**	**71.7**	**1.00**

Notes:

(1) Please refer to paragraph 2 and 3 of this Part IV above for further details.

(2) In the Minimum Subscription Scenario and the Maximum Subscription Scenario 1, professional fees and expenses relating to the Rights cum Warrants Issue will be paid out of the Company's existing resources. However, in the Maximum Subscription Scenario 2, professional fees and expenses relating to the Rights cum Warrants Issue will be deducted from the gross proceeds of the Rights cum Warrants Issue, to the extent of fresh funds being raised from entitled Shareholders other than RHCL and SHL, with any shortfall being paid out of the Company's existing resources.

Table 2: Use of proceeds from the exercise of Warrants

Use of proceeds	Minimum Subscription Scenario		Maximum Subscription Scenario 1		Maximum Subscription Scenario 2	
	In S$ million	Estimated amount allocated for each dollar of the proceeds raised (S$)	In S$ million	Estimated amount allocated for each dollar of the proceeds raised (S$)	In S$ million	Estimated amount allocated for each dollar of the proceeds raised (S$)
1. Partial repayment of RHCL Advances by way of set-off	70.0	1.00	69.9	1.00	21.5	0.150
2. Partial repayment of VHL Owings and VHL Group Owings by way of set-off	–	–	–	–	28.9	0.201
3. Working capital and repayment of bank loans	–	–	–	–	93.0	0.649
Total gross proceeds	**70.0**	**1.00**	**69.9**	**1.00**	**143.5**	**1.00**

Please refer to paragraphs 2 and 3 of this Part IV.

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 paragraph 3 of this Part IV above, subject to the SHL Set-Off and Settlement Arrangement and RHCL Set-Off and Settlement Arrangement, any additional proceeds arising from the Rights cum Warrants Issue therefrom may, at the discretion of the Directors, be applied towards expanding the business of the Group, financing business ventures through acquisitions and/or strategic investments and working capital. However, as at the Latest Practicable Date, the Company has not entered into any definitive agreement in respect of the above.

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 above.

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.

Please refer to paragraphs 2 and 3 to this Part IV.

Use of proceeds from Rights Shares:

In the Minimum Subscription Scenario and the Maximum Subscription Scenario 1, S$71.7 million of the proceeds from the Rights cum Warrants Issue, will be used to set-off against the RHCL Advances in accordance with the RHCL SOSA. The RHCL Advances were incurred progressively since financial period ended 30 June 2016 and there is no maturity date by which the RHCL Advances would have to be repaid.

In the Maximum Subscription Scenario 2, the Company anticipates that only the RHCL Actual Subscription Amount of S$10.8 million will be set-off and settled against the RHCL Advances to the extent of the RHCL Actual Subscription Amount and the SHL Actual Subscription Amount of S$14.5 million will be set-off and settled against the VHL Owings to the extent of the SHL Actual Subscription Amount, and S$45.9 million will be used for working capital and the repayment of the Group's bank loans. There is no fixed maturity date by which the VHL Owings and VHL Group Owings would have to be repaid.

The Group also expects to repay S$15.0 million of bank borrowings with tenure of up to 2025.

Use of proceeds from the exercise of Warrants:

In the Minimum Subscription Scenario and the Maximum Subscription Scenario 1, S$70.7 million and S$69.9 million of the proceeds from the exercise of the Warrants respectively, will be used for the partial repament of RHCL Advances by way of set-off.

In the Maximum Subscription Scenario 2, the Company anticipates that S$21.5 million will be used for the partial repayment of RHCL Advances by way of set-off, S$28.9 million will be used for the partial repayment of VHL Owings and VHL Group Owings by way of set-off and S$93.0 million will be used for working capital and repayment of the Group's bank loans with tenure of up to 2025.

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.

Not applicable. The Rights cum Warrants Issue is not underwritten and no underwriter has been appointed in relation to the Rights cum Warrants Issue.

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 and principal place of business	:	3A International Business Park, #01-13, Icon@IBP Singapore 609935
Telephone	:	(65) 6911 6200
Facsimile	:	(65) 6659 1292

(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 on 23 December 1992 under the name "Enzer Corporation Limited" and was listed on the SESDAQ (the predecessor board of Catalist) on 18 May 2001. Following the Group's change of business direction in August 2010 from consumer electronic products to offshore marine related assets, the Company changed its name to Vallianz Holdings Limited with effect from 24 August 2010.

Since the Group's change of business direction, the principal activity of the Company and its subsidiaries has been that of providing marine support services, primarily vessel ownership, chartering and fleet management and related businesses within the offshore oil and gas sector.

The Group owns offshore support vessels, which include anchor handling tugs with supply capabilities, platform supply vessels, offshore floating storage and supply vessel, flat top cargo barges, crane barge, towing tugs, utility vessel and crew boat. The Group's shipyards in Singapore and Indonesia (Batam) serve as marine bases for vessel docking, repair and maintenance works, and possess strong in-house fabrication and engineering capabilities. In addition, the Group's in-house crewing division is well equipped with crew personnel provision services as well as procurement, logistics and professional catering services.

With a young and modern fleet of 76 offshore support vessels as at the Latest Practicable Date, the Group has been actively expanding its presence and building its network in the major and emerging offshore markets in Asia Pacific, the Middle East, Latin America and West Africa.

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

Name of subsidiary	Country of incorporation / Principal place of business	Principal activities	Effective interest held by the Group (%)
Held by the Company			
Resolute Pte. Ltd.	Singapore	Investment holding	51.00
Vallianz Corporate Services Pte. Ltd.	Singapore	Provision of corporate services	100.00
Vallianz International Pte. Ltd.	Singapore	Investment holding	100.00
Vallianz Capital Ltd	Labuan, Malaysia	Investment holding	100.00
Vallianz Marine Mexico, SA. DE C.V. SOFOM, E.N.R	Mexico	Provision of leasing services	49.00
Vallianz Investment Capital Pte. Ltd.	Singapore	Investment holding	100.00
Held by Vallianz International Pte. Ltd.			
Samson Marine Pte. Ltd.	Singapore	Vessel ownership and chartering	100.00
Vallianz Marine Pte. Ltd.	Singapore	Vessel ownership and chartering	100.00
Vallianz Offshore Marine Pte. Ltd.	Singapore	Vessel management and chartering	100.00

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

Name of subsidiary	Country of incorporation / Principal place of business	Principal activities	Effective interest held by the Group (%)
Vallianz Shipbuilding & Engineering Pte. Ltd.	Singapore	Provision of shipyard and engineering services	100.00
Newcruz International Pte. Ltd.	Singapore	Investment holding	100.00
PTSB Holdings Pte. Ltd.	Singapore	Investment holding	100.00
Hamilton Offshore Services Pte. Ltd.	Singapore	Owning and operating of specialised offshore support vessels	100.00
OER Holdings Pte. Ltd.	Singapore	Investment holding	100.00
Samson Engineering Limited	Labuan, Malaysia	Provision of shipbuilding and engineering services	100.00
RI Capital Holdings Pte. Ltd.	Singapore	Investment holding	100.00
Holmen Heavylift Offshore Pte. Ltd.	Singapore	Investment holding	75.00
Vallianz Offshore Capital Mexico, A.DE C.V SOFOM, E.N.R.	Mexico	Provision of leasing activities	100.00
Rawabi Vallianz Offshore Services Company Limited	Kingdom of Saudi Arabia	Provision of offshore marine support	50.00
Held by Vallianz Shipbuilding & Engineering Pte. Ltd.			
Jetlee Shipbuilding & Engineering Pte. Ltd.	Singapore	Provision of shipyard and engineering services	100.00
Held by OER Holdings Pte. Ltd.			
Offshore Engineering Resources Pte. Ltd.	Singapore	Crewing management	100.00
OER Services Pte. Ltd.	Singapore	Crewing management	100.00
Jubilee Travel Pte. Ltd.	Singapore	Provision of air-ticketing and tour services	100.00
OER Services Ltd	Labuan	Provision of near-shore excavation, offshore trenching and all ancillary works	100.00
Held by Newcruz International Pte. Ltd.			
Newcruz Shipbuilding & Engineering Pte. Ltd.	Singapore	Manufacture, assembly and repair of ships and vessels	100.00
Held by Jetlee Shipbuilding & Engineering Pte. Ltd.			
PT United Sindo Perkasa	Indonesia	Repair of ships, tankers and other ocean-going vessels	99.00
Held by Offshore Engineering Resources Pte. Ltd.			
Offshore Supply Resources Mexico S.A. DE C.V	Mexico	Provision of offshore payroll service	100.00
Offshore Engineering Resources Mexico S.A. DE C.V	Mexico	Provision of onshore payroll service	100.00

Name of subsidiary	Country of incorporation / Principal place of business	Principal activities	Effective interest held by the Group (%)
Held by Holmen Heavylift Offshore Pte. Ltd.			
Holmen Arctic Pte. Ltd.	Singapore	Provision of ship management services	75.00
Holmen Atlantic Pte. Ltd.	Singapore	Provision of ship management services	75.00
Holmen Pacific LLC	Marshall Islands	Provision of ship management services	75.00

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

Name of associated company	Country of incorporation / Principal place of business	Principal activities	Effective interest held by the Group (%)
Held by the Company			
Rawabi Vallianz International Company Limited	Kingdom of Saudi Arabia	Provision of offshore marine services	50.00
Held by PTSB Holdings Pte. Ltd.			
PT Vallianz Offshore Maritim	Indonesia	Provision of offshore marine support services	49.00

Name of joint venture company	Country of incorporation / Principal place of business	Principal activities	Effective interest held by the Group (%)
Held by Vallianz International Pte. Ltd.			
Deepsea Leader Venture (L) Inc	Malaysia	Investment holding	49.00
Held by Deepsea Leader Venture (L) Inc			
MDSV 1 (L) INC	Labuan	Ship owner and provision of ship operation services and chartering	49.00
OLV Offshore Services (M) Sdn Bhd	Malaysia	Provision of ship management services	49.00

(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

The general development of the business of the Group in the three (3) most recent completed FYs up to the Latest Practicable Date is set out below in chronological order. The information included in this section has been extracted from announcements released by the Company via SGXNET and is correct as at the date of the relevant announcement. Shareholders are advised to refer to the related announcements for further details.

FY2014

Incorporation of Vallianz Marine Mexico, S.A. DE C.V

On 13 February 2014, the Company announced that it had subscribed for 49 ordinary shares representing 49.0% of the equity interest in Vallianz Marine Mexico, S.A. DE C.V, a newly incorporated company in Mexico, for a total consideration of 49,000 Mexican Pesos. The principal activity of Vallianz Marine Mexico, S.A. DE C.V is the ownership, operation and chartering of vessels.

Establishment of US$500,000,000 Multicurrency Debt Issuance Programme

On 20 March 2014, the Company announced that it had established a S$500,000,000 Multicurrency Debt Issuance Programme (the "**MDI Programme**") and that in connection therewith, the Company had appointed DBS Bank Ltd. to act as the sole arranger and the dealer of the MDI Programme.

On 1 April 2014, the Company announced that it had issued S$100,000,000 in principal amount of 7.20% fixed rate notes due 1 April 2016 under the MDI Programme. This amount was subsequently repaid on 1 April 2016.

On 22 May 2014, the Company announced that it had issued S$60,000,000 in principal amount of 7.25% fixed rate notes due 22 November 2016 under the MDI Programme (the "**Notes**"). Please refer to paragraph 7 of Part V of this Offer Information Statement for more information on the redemption, or refinancing, of the Notes.

Participation in bids worth US$1.2 billion and planned fleet expansion of 24 vessels

On 23 April 2014, the Company announced that the Group was participating in bids worth over US$1.2 billion, and in connection therewith, the Company had made the strategic decision to immediately enhance its fleet and product offering with 24 new vessels. The Company further announced on the same day that it had signed a collaboration agreement with one of China's first class shipyard. With respect to the collaboration, the Company would provide market intelligence, including future trends and engineering specifications and requirements for up to 200 new vessels ranging from Anchor Handling Tugs with Supply capability vessels ("**AHTS**"), Platform Supply Vessels ("**PSVs**"), Multi-Purpose Vessels ("**MPVs**") and Accommodation Work Vessels, with no upfront financial obligations or liabilities on the Company's part and the Company would have the right of first refusal to the vessels constructed by the shipyard in China.

Incorporation of Vallianz International Pte. Ltd. ("**VIPL**")

On 7 May 2014, the Company announced that it had subscribed for two (2) ordinary shares representing 100.0% of the equity interest in VIPL, a newly incorporated company in Singapore, for the total consideration of US$2.00. VIPL is an investment holding company.

Award of US$82.0 million charter and ship management contracts in the Middle East

On 15 May 2014, the Company announced that its subsidiary had received a Letter of Award ("**LOA**") for the provision of charter and ship management services worth US$82.0 million to a major offshore construction company. The vessels under the LOA included Submersible Vessels, Pipe Carriers, PSVs, AHTS and cargo barges to be deployed in Latin America from the third quarter of FY2014 to FY2015.

Acquisition of Ulstein P128 and PX128 platform supply vessels

On 23 May 2014, the Company announced that it was boosting its fleet capabilities with the acquisition of two (2) platform supply vessels of Ulstein P128 and PX128 designs ("**New PSVs**"), with the aim to modernise and diversify the Group's fleet of 28 vessels. The acquisition of the New PSVs was part of the planned fleet expansion programme of 24 vessels announced by the Company in April 2014.

Placement of up to 230,000,000 Shares and subscription of 170,000,000 Shares

On 17 June 2014, the Company announced that it had entered into a placement agreement dated 16 June 2014 with UOB Kay Hian Private Limited, Tata Capital Markets Pte Ltd and Religare Capital Markets (Singapore) Pte. Limited (collectively the "**Placement Agents**"), pursuant to which the Company agreed to allot and issue up to 230,000,000 Shares (the "**Placement Shares**") at an issue price of S$0.13545 for each Placement Share, and the Placement Agents agreed to procure subscribers for the Placement Shares at the issue price of S$0.13545 for each Placement Share (the "**Placement**").

On 17 June 2014, the Company further announced that it had entered into separate subscription agreements dated 16 June 2014 with each of (a) Legend Financial Limited, (b) Golden Summit International Limited, (c) Zymmetry Investments Ltd, (d) ICH Partners Limited, and (e) ICH Invest & Trade Ltd (collectively the "**Subscribers**"), in relation to the subscription for an aggregate of 170,000,000 Shares (the "**Subscription Shares**") by the Subscribers at the issue price of S$0.13545 for each Subscription Share (the "**Subscription**").

On 25 June 2014, the Company announced the completion of the Placement and the Subscription following the allotment and issuance of 230,000,000 Placement Shares at the issue price of S$0.13545 for each Placement Share and the allotment and issuance of 170,000,000 Subscription Shares at the issue price of S$0.13545 per Subscription Share to the Subscribers. The Company raised net proceeds of S$52.2 million after deducting expenses of S$2.0 million incurred by the Company in connection with the Placement and the Subscription. The net proceeds were utilised for fleet expansion of the Group and its general working capital.

Acquisition of 49.0% interest in Vallianz Marine Pte. Ltd.

On 30 June 2014, the Company announced that it had entered into a conditional sale and purchase agreement dated 30 June 2014 with Swiber Engineering Ltd. to acquire 24,500 ordinary shares in the capital of Vallianz Marine Pte. Ltd. ("**VMPL**"), representing 49.0% of the issued and paid-up share capital of VMPL, for a cash consideration of US$2,270,000, which took into account, amongst others, the net tangible asset value of VMPL as at 30 April 2014.

The acquisition was to further strengthen the Group's position as an integrated offshore marine services provider as VMPL then owned a fleet of four (4) vessels, namely two (2) towing tugs, a utility vessel and an Anchor Handling Tug. Following the acquisition, VMPL became a wholly-owned subsidiary of the Company.

Collaboration with Offshore Oil Engineering Co., Ltd. in China

On 3 July 2014, the Company announced that it had signed a three (3)-year collaboration agreement with Offshore Oil Engineering Co., Ltd. ("**COOEC**"), the largest offshore engineering and construction company in China, for the provision of certain offshore support vessels, including submersible launch vessels, to support COOEC's offshore construction activities and operations.

Resignation of Chief Operating Officer, Mr. Roy Yap Chin Kheong

On 18 July 2014, the Company announced that Mr. Roy Yap Chin Kheong would be resigning from his position as Chief Operating Officer of the Company on 18 July 2014 to pursue other career opportunities. Mr. Roy Yap Chin Kheong had joined the Company as Chief Operating Officer in March 2013.

Incorporation of Vallianz Offshore Capital S.A. de C.V. SOFOM, E.N.R.

On 19 August 2014, the Company announced that Vallianz International together with Vallianz Offshore Marine Pte. Ltd., both of which are wholly-owned subsidiaries of the Company, have subscribed for 99 ordinary shares and 1 ordinary share respectively, collectively representing 100.0% of the equity interest of Vallianz Offshore Capital S.A. de C.V. SOFOM, E.N.R. ("**VOC**"), a newly incorporated Mexican company, at a total consideration of MYP50,000. VOC is principally engaged in leasing activities.

Acquisition of 100.0% interest in Jetlee Shipbuilding & Engineering Pte Ltd

On 22 September 2014, the Company announced that it had entered into a conditional sale and purchase agreement dated 19 September 2014 with its wholly-owned subsidiary, Vallianz Shipbuilding & Engineering Pte. Ltd., and (a) Ng & Sons Investment Pte Ltd, (b) Xu Yuan Holdings Pte. Ltd., (c) Chan Kwan Bian, (d) Huang Hongtu, (e) Ng Chee Keong, (f) Ng Beng Keong, (g) Teo Guo Ping, and (h) Kwee Lay Hui (collectively the "**Vendors**"), in relation to the acquisition of all the issued and paid-up shares of Jetlee Shipbuilding & Engineering Pte Ltd ("**Jetlee**") by Vallianz Shipbuilding & Engineering Pte. Ltd. for the aggregate consideration of S$19.78 million, which took into account various factors such as the existing assets of the Jetlee and its 99.0%-subsidiary, PT United Sindo Perkasa ("**PTUSP**") (the "**Target Group**"), the valuation of a shipyard located at Sub-District of Kabil, District of Nongsa Batam City, Kepulauan Riau Province, Indonesia owned by PTUSP and certain equipment and the financial position of the Target Group.

On 29 September 2014, the Company announced the receipt of the listing and quotation notice from the SGX-ST for the listing and quotation of the consideration Shares to be issued pursuant to the acquisition. On 30 September 2014, the Company announced that the acquisition of Jetlee had been completed and following which, Jetlee became a wholly-owned subsidiary of the Company. The consideration for the acquisition was satisfied by the allotment and issuance of 143,333,333 Shares by the Company to the Vendors.

Acquisition of 100.0% interest in OER Holdings Pte. Ltd.

On 30 September 2014, the Company announced that it had entered into a conditional sale and purchase agreement dated 30 September 2014 with (a) Vallianz International, and (b) ST Holmen Ltd and Subgiant Tandio (collectively, the "**OER Vendors**"), in relation to the acquisition of all the issued and paid-up shares of OER Holdings Pte. Ltd. ("**OER**" and together with its subsidiaries, the "**OER Group**") by Vallianz International for the aggregate consideration of US$27.7 million (based on approximately five (5) times the EBITDA of the OER Group), to be satisfied by the allotment and issuance of 250,000,000 Shares (the "**Consideration Shares**") by the Company to ST Holmen Ltd (or its designated nominee).

On 20 October 2014, the Company announced that the Company had entered into a supplemental deed dated 17 October 2014 with the OER Vendors, pursuant to which the Company and the OER Vendors mutually agreed, amongst others, that the allotment and issuance of the Consideration Shares would be undertaken in two (2) tranches of 125,000,000 Consideration Shares each tranche, and that the second tranche of the Consideration Shares would be, subject to any anti-dilution adjustments, only be issued to the OER Vendors provided that the EBITDA of OER was not less than US$7.0 million for the 14 month period from 1 November 2014 to 31 December 2015.

On 31 October 2014, the Company announced the completion of the acquisition of OER and the issue of the first tranche of 125,000,000 Consideration Shares.

On 6 April 2016, the Company announced the issue of the second tranche of 125,000,000 Consideration Shares.

Award of letters of award and new charter contracts worth US$64.0 million

On 20 October 2014, the Company announced that it had clinched letters of award and new charter contracts with total value of US$64.0 million in Mexico, West Africa and the Asia Pacific region, under which the Group will be supplying vessels ranging from AHTS, PSVs and barges for periods of up to three (3) years. The letters of award and new charter contracts marked the Group's entry into Mexico and West Africa and further entrenched the Group's position in the Asia Pacific region.

Acquisition of 100.0% Newcruz International Pte. Ltd. and PTSB Holdings Pte. Ltd.

On 10 November 2014, the Company announced that it had entered into a conditional sale and purchase agreement dated 10 November 2014 with Vallianz International and SHL, in relation to the acquisition of all the issued and paid-up shares of Newcruz International Pte. Ltd. ("**NIPL**") and PTSB Holdings Pte. Ltd. ("**PTSB Holdings**") by Vallianz International for the aggregate consideration of US$36.09 million, which took into account factors such as, amongst others, the existing assets of NIPL, Newcruz Shipbuilding & Engineering Pte. Ltd., a wholly-owned subsidiary of NIPL, PTSB Holdings and PT Swiber Berjaya, a 49.0%-associated company of PTSB Holdings. The consideration was to be satisfied in part by the issuance of approximately US$22.5 million 4.0 per cent senior perpetual securities by the Company to SHL (the "**Perpetual Securities**") and by the allotment and issuance of 160,000,000 Shares at an issue price of approximately S$0.11 per Share by the Company to SHL credited as fully paid, for an aggregate consideration of approximately US$13.6 million (the "**NIPL and PTSB Holdings Acquisition Consideration**").

On 29 December 2014, the Company announced the receipt of the listing and quotation notice from the SGX-ST for the 160,000,000 Shares. On 30 December 2014, the Company announced that it had received the in-principal approval of the SGX-ST for the listing and quotation of the Perpetual Securities

On 5 January 2015, the Company announced the completion of the acquisition of NIPL and PTSB Holdings and the satisfaction of the NIPL and PTSB Holdings Acquisition Consideration. The Perpetual Securities were listed and quoted on the SGX-ST on 6 January 2015 and the 160,000,000 Shares were listed and quoted on the SGX-ST on 8 January 2015

Award of five (5) year time charter contract worth US$97.0 million

On 15 December 2014, the Company announced that it had secured a time charter award worth US$97.0 million with one of the world's largest national oil companies in the Middle East, under which the Company would supply a specialised vessel for up to five (5) years from the third quarter of 2015 to support the customer's oil and gas production activities in the Middle East.

Incorporation of Pemimpin Offshore Inc.

On 17 December 2014, the Company announced that VIPL had subscribed for 10,000 ordinary shares representing 100.0% of the equity interest of Pemimpin Offshore Inc., a newly incorporated company in the Republic of Panama, at a total consideration of US$10,000. The principal activity of Pemimpin Offshore Inc. is vessel owning and chartering.

Acquisition of 49.0% equity interest in Holmen Heavylift Offshore Pte. Ltd. ("Holmen")

On 30 December 2014, the Company announced that VIPL had entered into a sale and purchase agreement on 30 December 2014 to acquire 45 ordinary shares representing 45.0% of the issued and paid-up capital of Holmen, an investment-holding company incorporated in Singapore, for a total cash consideration of US$2,853,000. The cash consideration took into account, amongst others, the consolidated net tangible asset value of Holmen as at 30 November 2014. This acquisition was subsequently cancelled at mutual consent by the parties to the sale and purchase agreement.

At the point of the acquisition of interest in Holmen, Holmen owned three (3) submersible launch barges which are primarily used for the transportation and installation of jackets during the field development phase of the oilfield life cycle. The acquisition was intended to diversify the Group's product offering to include construction support vessels.

FY2015

Establishment of joint venture with Alam Maritim Investment Holdings (L) Inc

On 5 January 2015, the Company announced that VIPL had entered into a shareholders' agreement with Alam Maritim Investment Holdings (L) Inc to set up a joint venture company known as Deepsea Leader Venture (L) Inc ("**Deepsea**") in Labuan, Malaysia. VIPL invested US$49.00 in Deepsea representing 49.0% of the equity interest in Deepsea. The principal activities of Deepsea are ship management and operation, ship owning, ship maintenance and marine consultancy.

Resignation of Mr. Yeo Chee Neng as Chief Executive Officer and appointment of Mr. Ling Yong Wah

On 13 January 2015, the Company announced that Mr. Yeo Chee Neng would be resigning from his position as Chief Executive Officer of the Company on 13 January 2015 to be re-designated as Non-Executive Director and Vice Chairman of the Company. On 13 January 2015, the Company further announced that Mr. Ling Yong Wah had been appointed as Chief Executive Officer of the Company with effect from 13 January 2015, responsible for the business, management and operation of the Company and its subsidiaries.

Incorporation of Holmen Offshore Marine Pte. Ltd.

On 28 January 2015, the Company announced that VIPL had subscribed for two (2) ordinary shares representing 100.0% of the equity interest of Holmen Offshore Marine Pte. Ltd., a newly incorporated company in Singapore, at a total consideration of US$2.00. The principal activity of Holmen Offshore Marine Pte. Ltd. is that of the provision of offshore marine services.

On 28 May 2015, the Company announced that the name of Holmen Offshore Marine Pte. Ltd. had been changed to RI Capital Holdings Pte. Ltd..

Incorporation of Jubilee Travel Pte. Ltd.

On 2 February 2015, the Company announced that OER Holdings Pte. Ltd., a wholly-owned subsidiary of the Company, had subscribed for 100,000 ordinary shares representing 100.0% of the equity interest of Jubilee Travel Pte. Ltd., a newly incorporated company in Singapore, at a total consideration of S$100,000.00. The principal activity of Jubilee Travel Pte. Ltd. is that of the provision of air-ticketing and tour services.

Incorporation of Hamilton Offshore Services Pte. Ltd.

On 3 March 2015, the Company announced that VIPL had subscribed for two (2) ordinary shares representing 100.0% of the equity interest of Hamilton Offshore Services Pte. Ltd., a newly incorporated company in Singapore, at a total consideration of US$2.00. The principal activity of Hamilton Offshore Services Pte. Ltd. are the owning and operating of specialised offshore support vessels.

Subscription of convertible preference shares of RI Capital Holdings Pte Ltd convertible into Shares

On 4 June 2015, the Company announced that it had entered into a subscription deed dated 3 June 2015 with RI Capital Holdings Pte Ltd ("**RICH**"), its indirect wholly-owned subsidiary, and United Orient Capital Pte Ltd ("**Orient**") pursuant to which RICH shall issue (a) one (1) ordinary share of RICH ("**RICH Share**") at the issue price of US$1.00 per RICH Share to Orient, and (b) 10,000,000 convertible preference shares of RICH ("**CPS**") at the issue price of US$1.00 per CPS

for an aggregate principal amount of US$10,000,000.00 to Orient (or its nominee), with such CPS convertible into conversion Shares ("**Conversion Shares**") at the option of Orient or RICH. On 30 June 2015, the Company announced the receipt of the listing and quotation notice from the SGX-ST for the Conversion Shares.

The CPS of US$10,000,000 were fully redeemed in the financial period ended 31 March 2016.

Change of continuing sponsor

On 15 June 2015, the Company announced that it had appointed Provenance Capital Pte. Ltd. to act as its new Continuing Sponsor, in place of its then continuing sponsor, Stamford Corporate Services Pte. Ltd., with effect from 16 June 2015.

Award of a time charter contract valued at US$300.0 million

On 13 July 2015, the Company announced that it had been awarded a time charter valued at US$300.0 million by an existing customer in the Middle East, one of the world's largest national oil companies, to supply two (2) self-elevating platforms to perform well servicing for the customer's offshore platforms and well structures in the Arabian Gulf. The vessels were deployed for a period of five (5) years, with the customer having the option to extend the charter for another two (2) years until 2022.

Finalisation of contracts worth up to US$458.0 million

On 20 July 2015, the Company announced that it had signed new contracts valued up to US$458.0 million that had lengthened the charter duration for 19 of its offshore support vessels then deployed to an existing customer in the Middle East, which is one of the world's largest national oil companies. Further to such contracts, the vessels will continue to be deployed to the customer until June 2018, with an option to extend for two (2) more years until June 2020.

Dissolution of Pemimpin Offshore Inc.

On 21 September 2015, the Company announced that its indirect wholly-owned subsidiary, Pemimpin Offshore Inc., had been de-registered as it had been dormant since the date of incorporation.

Award of a time charter contract valued at up to US$98.0 million

On 7 December 2015, the Company announced that it had been awarded a time charter contract valued at up to US$98.0 million by an existing state-owned customer in the Middle East, one of the world's largest national oil companies, to supply four (4) offshore support vessels from the first quarter of 2016 for a period of up to five (5) years.

Incorporation of Vallianz Capital Holdings Pte. Ltd.

On 9 December 2015, the Company announced that the Company had subscribed for 1,000 ordinary shares representing 100.0% of the equity interest of Vallianz Capital Holdings Pte. Ltd., a newly incorporated company in Singapore, at a total consideration of US$1,000.00. Vallianz Capital Holdings Pte. Ltd. is an investment holding company.

Establishment of joint venture with RHCL

On 11 December 2015, the Company announced that the Company and RHCL had invested in a newly incorporated joint venture company, Rawabi Vallianz International Company Limited ("**RVIC**") in the Kingdom of Saudi Arabia. The Company had invested SAR250,000 for 250 ordinary shares of RVIC, representing 50.0% equity interest in RVIC, with the remaining 50.0% held by RHCL. The issued and paid-up capital of RVIC is SAR500,000 comprising 500 ordinary shares having a par value of SAR1,000 each. The principal activity of RVIC is that of the provision of offshore marine services.

Refinancing exercise involving Rawabi Offshore

On 15 December 2015, the Company announced that Rawabi Offshore intended to enter into a refinancing exercise (the "**Refinancing**") which will, amongst others, involve the refinancing of bulk of Rawabi Offshore's bank loans (the "**Loans**") amounting up to SAR1.1 billion (equivalent to approximately US$293.3 million at the then exchange rate of US$1: SAR3.75) which were then secured on Rawabi Offshore's fleet of 20 vessels comprising mainly anchor handlings tugs and platform support vessels with an aggregate net book value of approximately SAR1.52 billion (equivalent to approximately US$405.0 million at the then exchange rate of US$1: SAR3.75).

FY2017

Acquisition of two (2) new built vessels

On 7 January 2016, the Company announced that its wholly-owned subsidiary, Vallianz Engineering Limited, had on 6 January 2016 entered into two (2) Memoranda of Agreement with an independent third party to purchase two (2) new built vessels for a total consideration of US$21,800,000 (equivalent to approximately S$31,245,940 at the then exchange rate of S$1: US$0.70). The consideration was to be satisfied (a) in part by the issuance of 70,532,596 new Shares at an issue price of S$0.0443 per Share, and (b) the balance of US$19,620,000 in cash. The acquisition was undertaken in the ordinary course of business as part of the Group's strategy to support its on-going business.

On 15 January 2016, the Company announced the receipt of the listing and quotation notice from the SGX-ST for the 70,532,596 new Shares. On 22 January 2016, the Company announced that the Company had issued and allotted the 70,532,596 new Shares as part consideration for the acquisition of the vessels. The remaining consideration was satisfied by way of a cash payment in 2016.

Proposed placement of 550,000,000 new Shares

On 25 January 2016, the Company announced that it had entered into a subscription agreement dated 24 January 2016 (the "**Subscription Agreement**") with CSR Zhuzhou Electric Locomotive Research Institute (Hong Kong) Co., Limited (the "**CRRC Investor**") and CRRC (Hong Kong) Co. Limited, both of which are subsidiaries of CRRC Corporation Limited ("**CRRC**"), pursuant to which the two (2) subsidiaries of CRRC shall subscribe for an aggregate of 550 million new Shares at S$0.043 per Share for the aggregate investment sum of S$23.65 million.

On 6 June 2016, the Company announced the termination of the Subscription Agreement with mutual consent as the parties failed to reach an agreement with regards to the terms of the commercial cooperation arrangement to be entered into between the Company and/or its related corporations and CRRC Investor and/or its nominee.

Completion of Refinancing and Issuance of Saudi Riyal denominated Sukuk of SAR1.0 billion

On 18 February 2016, the Company announced the completion of the Refinancing which involved the following:

(a) the transfer by Rawabi Offshore of ownership of 16 vessels (the "**Vessels**") to RVIC for an aggregate consideration of approximately SAR1.5 billion (equivalent to US$398.0 million at the then exchange rate of US$1: SAR3.75) which was based mainly on the net book values of the Vessels and after taking into consideration the market valuation of the Vessels;

(b) a lease back of the Vessels by RVIC to Rawabi Offshore for a term of five (5) years; and

(c) a transfer of the Loans, which were then secured on the Vessels, from Rawabi Offshore to RVIC that will be refinanced with a Saudi Riyal-denominated Sukuk of up to SAR1.0 billion (equivalent to approximately US$266.7 million at the then exchange rate of US$1: SAR3.75) ("**Sukuk**").

On 18 February 2016, the Company further announced that it had successfully entered the Sukuk market in the Middle East with the issuance of the Sukuk through Rawabi Offshore. The Sukuk has a fixed term of five (5) years, with certain amortised principal repayments during the term and a bullet repayment of the remaining principal amount at the end of the tenure.

Acquisition of 75.0% equity interest in Holmen

On 1 April 2016, the Company announced that VIPL had acquired 75,000 ordinary shares of Holmen, representing 75.0% of its issued and paid-up share capital, for the total cash consideration of US$6.0 million, which was arrived at on a willing-buyer, willing-seller basis. Based on the unaudited financial statements of Holmen for the year ended 31 December 2015, the net tangible asset value of the shares of Holmen being acquired was US$6.4 million. Following the acquisition, Holmen became an indirect subsidiary of the Company.

Award of a time charter contract valued at up to US$63.0 million

On 9 May 2016, the Company announced that it had been awarded a time charter contract valued at up to US$63.0 million for the supply of two (2) Anchor Handling Tug, Supply and Safety Standby ("**AHTSS**") vessels to a national oil company in the Middle East. The first AHTSS vessel is expected to be deployed to the customer's oil fields in the Arabian Gulf during the third quarter of 2016 while the second vessel is scheduled for deployment in the first quarter of 2017. The new contract lifted the Group's chartering services order book to US$950.0 million, which comprises mainly of long term charters stretching up to 2024.

Award of new long term charter contracts worth up to US$210.0 million

On 16 May 2016, the Company announced that it had secured new long term charter contracts worth up to US$210.0 million in total for the supply of 13 offshore support vessels to a national oil company in the Middle East for up to seven (7) years. The Group expects the vessels to be deployed progressively to the customer's oil field from the second half of 2016. These contracts boost the Group's chartering services order book to US$1.2 billion, which comprises mainly long term charters that stretch up to 2025.

Internal restructuring exercise within the Group

On 11 July 2016, the Company announced an internal restructuring exercise within the Group, pursuant to which the Company transferred its entire equity interest in the capital of (a) Samson Marine Pte. Ltd., (b) Vallianz Engineering Limited, (c) Vallianz Marine Pte. Ltd., (d) Vallianz Offshore Marine Pte. Ltd., and (e) Vallianz Shipbuilding & Engineering Pte. Ltd. to Vallianz International (collectively, the "**Entities**"). Following the restructuring exercise, the Entities remain indirect wholly-owned subsidiaries of the Company.

Impact from developments at SHL

On 28 July 2016, SHL announced that it had on the afternoon of 27 July 2007 made an application pursuant to section 254(1)(e) of the Companies Act to wind up SHL. On 29 July 2016, SHL further announced that the provisional liquidators of the Company and the Company's major financial creditor have indicated support for an application for the Company to place itself into judicial management instead of liquidation and that the Company had applied to discharge the provisional liquidation order and to withdraw the winding up application made on 27 July 2016.

On 29 July 2016, the Company announced that its controlling shareholder RHCL, remains confident in the Company's prospects and has reaffirmed its strong commitment to the Company and confidence in the Group's business prospect following the recent announcement on 28 July 2016.

On 1 August 2016, the Company made an announcement in response to the announcements released by Swiber on 28 and 29 July 2016, to provide Shareholders with updates on the Group's long-term charter contracts to third parties in the Middle East, the reduction in the Group's dependence on Swiber and its subsidiaries, associates and joint ventures (the "**Swiber entities**") as a key source of revenue, the Group's trade receivables and other receivables owing from and to the Swiber entities and the business operations of the Group.

Receipt of letters of request for payment and statement of accounts

On 31 August 2016, the Company announced that certain entities within the Group (the "**Relevant Vallianz Entities**") had recently received letters (the "**Request Letters**") from the interim judicial managers ("**IJMs**") of Swiber, and of Swiber's subsidiary, Swiber Offshore, requesting for:

(a) payments totalling approximately US$63.5 million which the IJMs claim to be owing to Swiber or Swiber Offshore as based on the records, and

(b) statements of accounts from the Relevant Vallianz Entities to Swiber and/or Swiber Offshore.

In the Request Letters, the IJMs have also requested reasons for non-payment should the Relevant Vallianz Entities decline payment of the amounts which the IJMs claimed to be outstanding.

The Relevant Vallianz Entities have declined payment of such amounts and furnished the following explanation to the IJMs on 25 August 2016:

(a) that there has been substantial commercial dealings between the Group and the Swiber Group - such dealings broadly involving various entities within the Group providing services to various Swiber Group entities on a regular basis and generally as a result of these activities, the Group would more often than not have receivables due from the Swiber Group;

(b) that the Group and the Swiber Group have conducted business between themselves on an extended credit basis as well as a netting off basis which included the netting off of receivables and payables between the Relevant Vallianz Entities and Swiber Group entities and this was an established course of dealings in transactions between the Group and the Swiber Group with such squaring up of positions reflected in year-end reports of the Group and the Swiber Group;

(c) that this Netting Off Practice allowed the Group and the Swiber Group to conduct business easily and efficiently, with the assurance that credit would be granted to each other with no fixed term of repayment, and on the expectation that if sums are to be paid, it would be with the ability to net off all that is owed between the two (2) groups leaving only the net amount payable to the relevant entity/group; and

(d) that consequently, receivables due to the Group that are owed by the Swiber Group must be taken into account when payment(s) for the above amounts are requested by the Swiber Group of the Relevant Vallianz Entities.

As announced by the Company on 14 November 2016, as at 30 September 2016, the Group had:

(i) trade receivables and other receivables owing from SHL Group entities amounting to approximately US$97.5 million; and

(ii) trade payables and other payables owing to SHL Group entities amounting to approximately US$87.4 million.

As announced by the Company in the 24 May Announcement, the Company had entered into the SHL SOSA with SHL and SOC to govern, amongst others, the set-off and settlement of amounts owing as between the Group and the SHL Group.

Subject to and on the conditions of the SHL SOSA, it is expected that, following the relevant Novations and Assignments and SHL Set-Off and Settlement Arrangements, the VHL Group Owings will be fully set-off and settled against the aggregate SHL Actual Subscription Amount and the SHL Actual Exercise Amounts payable by SHL to the Company, based on the following assumptions:

(i) SHL subscribes for its full pro rata entitlements of Rights Shares with Warrants under the Rights cum Warrants Issue at the SHL Actual Subscription Amount of approximately S$14.5 million, and the SHL Actual Subscription Amount is fully set-off and settled against the VHL Owing (resulting in a Balance VHL Owing of approximately US$19 million (equivalent to approximately S$26.4 million at the Exchange Rate));

(ii) SHL undertakes the First SHL Warrants Exercise by exercising such number of its Warrants (to the extent possible, insofar as such exercise will not result in SHL and persons acting in concert with it holding Shares representing more than 29.9% of the voting rights of the Company immediately following such exercise) at an aggregate exercise price equivalent to approximately US$19 million (equivalent to approximately S$26.4 million at the Exchange Rate), and such aggregate exercise price is fully set-off and settled against the Balance VHL Owing of approximately US$19 million (equivalent to approximately S$26.4 million at the Exchange Rate), such that the entire VHL Owing of approximately US$29.4 million (equivalent to approximately S$40.8 million at the Exchange Rate) is fully set-off and settled pursuant to the SHL Subscription and the First SHL Warrants Exercise;

(iii) the entire VHL Group Owings and the entire SHL Group Owings are fully novated pursuant to the Novations and Assignments and the Novated SHL Group Owings are to be set-off and settled against Novated VHL Group Owings to the extent of Novated SHL Group Owings, resulting in an aggregate amount of Novated Net VHL Owings of approximately US$7.2 million (equivalent to approximately S$10.0 million at the Exchange Rate); and

(iv) SHL undertakes Subsequent SHL Warrants Exercise(s) by exercising such number of SHL Warrants (to the extent possible, insofar as such exercise will not result in SHL and persons acting in concert with it holding Shares representing more than 29.9% of the voting rights of the Company immediately following such exercise) at an aggregate exercise price equivalent to approximately US$ 7.2 million (equivalent to approximately S$ 10.0 million at the Exchange Rate), and such aggregate exercise price is fully set-off and settled against the aggregate Novated Net VHL Owings, such that the entire balance VHL Group Owings is fully set-off and settled pursuant to the Subsequent SHL Warrants Exercise(s).

Notwithstanding the execution of the SHL SOSA, the SHL SOSA expressly provides that the SHL Group makes no admission to the existence or the extent of the Netting Off Practice, and each of the parties to the SHL SOSA has expressly reserved its respective legal position in respect of, amongst others, the Netting Off Practice (if any), in the event the SHL SOSA is held to be illegal, invalid or unenforceable under any law or jurisdiction and/or cannot be performed or is not effected for whatsoever reason. Accordingly, to the extent that the set-off and settlement of the VHL Owing, the VHL Group Owings and SHL Group Owings are not affected by the SHL SOSA, there is no assurance that the SHL Group will not pursue any of the abovementioned claims and to the extent that the SHL Group should succeed on such claims, notwithstanding contest by the Group thereof, such claims would materially and adversely affect the financial position of the Group.

Rights cum Warrants Issue

On 6 September 2016, the Company announced that it was proposing to undertake the Rights cum Warrants Issue. On 13 October 2016, the Company announced that it intends to postpone the extraordinary general meeting of the Company originally scheduled to be held on 17 October 2016 to seek, among others, approval of the Shareholders for the Rights cum Warrants Issue.

On 23 January 2017, the Company announced that the Company has entered into a supplemental agreement with RHCL to extend the long stop date of RHCL's irrevocable undertaking given pursuant to the Rights cum Warrants Issue till 30 June 2017. On 24 May, the Company announced the Company had, *inter alia*, entered into the RHCL SOSA with RHCL. The RHCL SOSA will supercede the set-off and settlement agreement and the irrevocable undertaking previously issued by RHCL to the Company.

Change of Financial Year End

On 6 September 2016, the Company announced the change of the Company's financial year end from 31 December to 31 March to improve the management of the Company's internal processes and for smoother flow of its operations which will result in better administrative and operational efficiencies.

Share Pledging Arrangement

On 7 September 2016, the Company announced that it had on 6 September 2016 received a notification from SHL that SHL had on 1 July 2016, entered into a sale and purchase agreement with its wholly-owned subsidiary, Swiber Assets Pte. Ltd. ("**SAPL**"), for the sale of 903,534,986 Shares, representing its 25.15% shareholding interest in the Company, held by SHL to SAPL. SAPL had entered into a Charge over Securities Agreement dated 5 July 2016 under which SAPL granted in favour of DBS Bank Ltd a charge over the Shares owned by SAPL at that time or thereafter.

Grant of Awards pursuant to the Vallianz PSP

On 14 November 2016, the Company announced that it had on 14 November 2016 granted 75,000,000 Awards under the Vallianz PSP which will vest on 13 November 2017.

Redemption of the Notes

The Company announced on 23 November 2016 that it has redeemed in full the Notes on 22 November 2016, being the maturity date of the Notes.

Legal Proceedings involving the Company

(a) Litigation in Bombay, India

On 2 December 2016, the Company announced that the Company had been notified of a suit commenced against Swiber Offshore (India) Pte Ltd ("**SOI**"), Oil and Natural Gas Corporation ("**ONGC**"), and two of the Company's wholly-owned subsidiaries, OER and VOM, in the Bombay High Court, claiming, amongst others:

(i) payment of unpaid invoices from SOI, VOM and OER, totalling approximately US$1.6 million;

(ii) an injunction against SOI, VOM and OER to prevent the repatriation of their respective income and monies out of India pending resolution of the suit;

(iii) an anti-suit injunction against SOI, VOM and OER to prevent them from filing a claim against the Plaintiffs in any other jurisdiction pending resolution of the suit; and

(iv) for ONGC to pay into the Bombay High Court monies that it is contractually obliged to pay to SOI.

VOM and OER are of the view that these claims should be made against SOI and not against VOM and OER as none of the unpaid invoices upon which the claims arise are addressed to VOM or OER. VOM and OER and are working closely with their lawyers to take all necessary action to defend the suit and to safeguard the interests of the Group.

(b) Litigation in Batam, Indonesia

On 2 December 2016, the Company further announced that it had been notified that VOM and Holmen Arctic Pte. Ltd. ("**Holmen Arctic**") have been named as defendants alongside SOC and Newcruz Offshore Marine Pte Ltd ("**NOM**") to a suit commenced by PT. ASL Shipyard Indonesia (the "**Claimant**"), claiming for, amongst others, (i) payment of unpaid invoices issued pursuant to certain purchase orders totalling a sum of approximately S$1.9 million; and (ii) other interests, fees and damages totalling a sum of approximately S$6.8 million.

VOM and Holmen Arctic are of the opinion that the aforementioned claims should be made against SOC and/or NOM only and not to VOM and Holmen Arctic as the purchase orders under which the unpaid invoices arose were issued by SOC. VOM and Holmen Arctic are working closely with their lawyers to take all necessary action to defend this suit as well as safeguard the interests of the Group.

Streamlining of the Company's Operations

On 6 January 2017, the Company announced that the Group has been implementing a cohesive strategy to streamline its business operations. Its latest initiatives include the closure of certain non-core business units that will allow the Group to focus its energies and resources on its core vessel chartering business.

At the end of 2016, the Group has ceased operations at its shipyard in Singapore due to the industry slowdown and discontinuation of business with a key local customer. In view of the current weak market conditions, the Group has decided to consolidate its yard operations at its marine base in Batam, Indonesia. This marine base will continue to service the Group's fleet of vessels and support activities required to fulfil its chartering contracts.

The decision to cease the shipyard operations in Singapore follows the closure of the Group's businesses in the provision of crew management services to external parties and travel services to the offshore oil and gas industry.

The closure of these non-core business units is part of a rightsizing exercise that is expected to reap cost savings for the Group. In addition, these initiatives will enable the Group to concentrate its resources on core business units, particularly its profitable vessel chartering operations which are based primarily in the Middle East.

With a leaner operating structure and its continual efforts to maximise operational efficiency, the Group will be better positioned to withstand the challenging industry conditions and to sustain its competitiveness in key operating markets.

Subscription of 350,000,000 new Shares by Greatwill Asset Global Limited

On 16 January 2017, the Company announced that it had on 16 January 2017 entered into a subscription agreement with Greatwill Asset Global Limited ("**Greatwill**") for the subscription by Greatwill of 350,000,000 new Shares at the issue price of S$0.02 for each new Share, for the aggregate consideration of S$7.0 million (the "**Greatwill Subscription**").

On 26 January 2017, the Company announced the receipt of the listing and quotation notice from the SGX-ST for the 350,000,000 new Shares to be issued pursuant to the Greatwill Subscription. On 3 February 2017, the Company announced the completion of the Greatwill Subscription following the allotment and issuance of 350,000,000 new Shares at the issue price of S$0.02 for each new Share. The Company raised net proceeds of S$6.80 million from the Greatwill Subscription, which were fully utilised for strengthening of strategic alliance and/or joint ventures and for general working capital purposes.

Subscription of 380,589,000 new Shares by trade creditors of the Company's subsidiaries

The Company announced on 22 February 2017 (the "**22 February Announcement**") that the Company, certain subsidiaries of the Company named in Appendix 1 to the 22 February Announcement, and certain trade creditors of such subsidiaries named in Appendix 1 to the 22 February Announcement, had on 21 February 2017 entered into letters of agreement for the subscription of 380,589,000 new Shares at the issue price of S$0.02 for each new Share, to set-off trade payables owing by the Company's subsidiaries to such trade creditors of S$7,611,780, with the balance of the outstanding amount owing by the Company's subsidiaries to such trade creditors being settled by the Group in cash.

On 1 March 2017, the Company announced the receipt of the listing and quotation notice from the SGX-ST for the 380,589,000 new Shares. On 7 March 2017, the Company announced the completion of the subscription following the allotment and issuance of 380,589,000 new Shares at the issue price of S$0.02 for each new Share to such trade creditors.

Transfer of one (1) ordinary share in Holmen Heavylift Offshore Pte. Ltd.

On 9 March 2017, the Company announced that pursuant to an internal restructuring exercise within the Group, VIPL, a wholly-owned subsidiary of the Company, has transferred one (1) ordinary share in its subsidiary, Holmen, to the Company for a consideration of US$80 (collectively, the "**Transfer**"). Following the Transfer, VIPL and the Company will collectively hold 75,000 ordinary shares in the capital of Holmen, representing 75% of the entire issued share capital of Holmen.

Completion of Debt Restructuring

On 10 March 2017, the Company announced that the Company and several of its subsidiaries had on 10 March 2017 entered into a framework agreement (the "**Framework Agreement**") with their lenders to refinance some of the Group's existing borrowings totalling US163.2 million. The Framework Agreement sets out the terms of the intended debt restructuring exercise to be undertaken by the Group.

Pursuant to the Framework Agreement, the profile of the borrowings with the lenders have been restructured to a repayment term of approximately 8.2 years from an average of approximately 5.8 years previously, the maturity of these borrowings have been extended to December 2022, and the Group shall grant the lenders, *inter alia*, a shared security package over the shares of certain subsidiaries of the Company and certain fixed assets of the Group.

The completion of the debt restructuring exercise will result in a deferment of the repayment of the principal amount of borrowings owing from the Group, accordingly relieving the Group's cash flow by US$103.5 million in the next two (2) years, which will enhance the Group's short to medium term liquidity position and cash flows.

1 April 2017 to the Latest Practicable Date

Award of charter contracts worth up to US$115 million

On 23 May 2017, the Company announced that it had secured long-term charter contracts valued at up to US$115 million in total for four (4) vessels. These contracts were awarded by a national oil company in the Middle East, as well as two offshore marine services companies based in Egypt and Turkmenistan respectively.

Entry into Set-Off and Settlement Agreements

On 24 May 2017, the Company announced that the Company had entered into two (2) separate set-off and settlement agreements dated 24 May 2017, one with SHL and Swiber Offshore Construction Pte. Ltd. (Judicial Managers Appointed), a subsidiary of SHL (the "**SHL SOSA**") and another one with RHCL (the "**RHCL SOSA**"), to govern the participation of SHL and RHCL in the Rights cum Warrants Issue respectively, as well as the set-off and settlement of amounts owing as between the SHL Group and the Group, and amounts owing by the Company to RHCL, on and subject to the terms and conditions of the SHL SOSA and the RHCL SOSA respectively. The RHCL SOSA will supercede the irrevocable undertaking given by RHCL.

Following the signing of the SHL SOSA and the RHCL SOSA, the Company announced on 6 July 2017 that the Board wishes to convene the EGM, in order to seek the approvals of Shareholders for the Rights cum Warrants Issue and the issue and allotment of the Rights Shares, the Warrants and the New Shares, and the Independent Shareholders for the Whitewash Resolution.

Appointment of new Chief Operating Officer

On 5 June 2017, the Company announced the appointment of Elisa Woodward as the Company's new Chief Operating Officer.

Subscription of 156,261,000 new Shares by trade creditors of the Company's subsidiaries

The Company announced on 19 June 2017 (the "**19 June Announcement**") that the Company, certain subsidiaries of the Company named in Appendix 1 to the 19 June Announcement, and certain trade creditors of such subsidiaries named in Appendix 1 to the 19 June Announcement, had on 19 June 2017 entered into letters of agreement for the subscription of 156,261,000 new Shares at the issue price of S$0.02 for each new Share, to set-off trade payables owing by the Company's subsidiaries to such trade creditors of S$3,125,220, with the balance of the outstanding amount owing by the Company's subsidiaries to such trade creditors being settled by the Group in cash.

On 29 June 2017, the Company announced the receipt of the listing and quotation notice from the SGX-ST for the 156,261,000 new Shares. On 5 July 2017, the Company announced the completion of the subscription following the allotment and issuance of 156,261,000 new Shares at the issue price of S$0.02 for each new Share to such trade creditors.

Proposed Adoption of the Shareholders mandate for additional interested person transactions with RHCL Group

On 21 June 2017, the Company announced the notice of extraordinary general meeting of the Company to be held on 7 July 2017, together with a circular to Shareholders for the proposed adoption of the Shareholders' mandate for additional interested persons' transactions ("**IPTs**") with RHCL Group. The Company was proposing to extend the scope and the types of recurrent IPTs covered by the Existing RHCL IPT Mandate (as defined below). At the extraordinary general meeting of the Company held on 31 December 2014, Shareholders first approved the IPT mandate for the Group to enter certain recurring IPTs with the RHCL Group ("**Existing RHCL IPT**

Mandate"). The Existing RHCL IPT Mandate was to expire at the annual general meeting of the Company to be held on 7 April 2016 and was subject to renewal at the forthcoming annual general meeting of the Company. The details of the Existing RHCL IPT Mandate to be renewed were set out in the Company's letter to Shareholders dated 22 June 2017.

On 7 July 2017, the Company announced the successful adoption of the Shareholders' mandate for additional IPTs with the RHCL Group.

Update on the Rights cum Warrants Issue

On 6 July 2017, the Company announced that following the signing of the SHL SOSA and the RHCL SOSA, the Company will be convening an extraordinary general meeting of the Company to seek Shareholders' approval for the Rights cum Warrants Issue and the allotment of the Right Shares, the Warrants and the New Shares, as well as seek Independent Shareholders approval for the Whitewash Resolution. A fresh circular setting out among others, the time, date and venue of the extraordinary general meeting as well as the details of and other relevant information pertaining to the Rights cum Warrant Issue and the Whitewash resolution, will be despatched to Shareholders in due course. The Company also provided an update to Shareholders on the change on the size of the Rights cum Warrants Issue and the change to the use of proceeds from the Rights cum Warrants Issue.

Grant of Share Awards pursuant to the Vallianz PSP

On 28 August 2017, the Company announced that it granted 110,000,000 Awards under the Vallianz PSP. One third of the Awards shall be vested on 1 January 2018, 30 June 2018 and 31 December 2018 respectively.

Change in Registered Office Address

On 22 September 2017, the Company announced the change of its registered office address to 3A International Business Park, #01-13 Icon@IBP, Singapore 609935

Update on the Proposed Renounceable Non-Underwritten Rights cum Warrants Issue

On 6 November 2017, the Company announced, amongst others, the following changes to the terms of the Rights cum Warrants Issue: (i) the increase in the Company's share capital to 4,479,061,385 shares since the receipt of the 2016 LQN, (ii) the change in the Issue Price of each Rights Share and Exercise Price of each New Share upon the exercise of each Warrant from S$0.02 to S$0.016, (iii) the consequent changes to the gross proceeds raised pursuant to the Rights cum Warrants Issue and the use of proceeds, and (iv) the appointment of RHT Capital Pte. Ltd in place of Provenance Capital Pte. Ltd., as the Independent financial advisor to the independent conflicted Directors for the purposes of making recommendations to the Independent Shareholders on the Whitewash Resolution in relation to the Rights cum Warrants Issue.

Receipt of Listing and Quotation Notice in relation to the Rights cum Warrants Issue

On 21 November 2017, the Company announced that it has received the listing and quotation notice from the SGX-ST for the listing and quotation of up to 4,483,061,385 Rights Shares, up to 8,966,122,770 Warrants and up to 8,966, 122,770 New Shares subject to (i) compliance with the SGX-ST's listing requirements and in particular, with reference to Rules 803 and 812 of the Catalist Rules; (ii) submission of a confirmation by the Company confirming that a sufficient spread in the Warrants as required under Rule 826 of the Catalist Rules is complied with; (iii) submission of paragraph 2 of Appendix 8B Part I upon lodgment of the Offer Information Statement; and (iv) approval of Shareholders being obtained for the Rights cum Warrants Issue at the extraordinary general meeting of the Company on 25 November 2017.

Notice of Books Closure Date in relation to the Rights cum Warrants Issue

On 25 November 2017, the Company announced that the register of members and the share transfer books of the Company will be closed at 5.00 p.m. (Singapore time) on 4 December 2017 for the purposes of determining the provisional allotments of Rights Shares with Warrants entitlements of the Entitled Shareholders (comprising Entitled Depositors and Entitled Scripholders) under the Rights cum Warrants Issue.

Subscription of Shares in a New Subsidiary in Singapore

On 28 November 2017, the Company announced that it subscribed for 50,000 ordinary shares, representing 100% of the equity interest of Vallianz Investment Capital Pte. Ltd. ("**VIC**"), a newly incorporated Singapore company, at a total consideration of US$50,000, representing the issued and paid up share capital of VIC. VIC is an investment holding company.

Re-designation of Mr Yeo Chee Neng and Changes to the Composition of the Board and Board Committees

On 30 November 2017, the Company announced that Mr Yeo Chee Neng has been re-designated as Executive Vice Chairman with immediate effect. Following the re-designation, the Board consists of Mr Yeo Chee Neng (Executive Vice Chairman), Mr Ling Yong Wah (Executive Director and Chief Executive Officer), Mr Yeo Jeu Nam (Non-Executive Independent Director) and Mr Bote de Vries (Non-Executive Independent Director). The Audit Committee consists of Mr Bote de Vries and Mr Yeo Jeu Nam; the Remuneration Committee consists of Mr Yeo Jeu Nam, Mr Bote de Vries and Mr Yeo Chee Neng; and the Nominating Committee consists of Mr Yeo Jeu Nam, Mr Bote de Vries and Mr Yeo Chee Neng.

(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 issued share capital of the Company is approximately US$206,176,000 divided into 4,479,061,385 Shares. The Company has 4,000,000 outstanding ESOS Options and does not have any treasury shares.

As at the Latest Practicable Date, the loan capital of the Company is as follows:

Securities	Amount issued	Amount outstanding	Coupon per annum
Perpetual capital securities	US$22.5 million	US$22.5 million	4.0%(1)

Note:

(1) This coupon rate is subject to a step-up rate of 7% from 30 December 2017.

(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, the number of Shares owned by the Substantial Shareholders are as follows:

	Direct Interest		Deemed Interest	
Substantial Shareholder	**No. of Shares**	**%[1]**	**No. of Shares**	**%[1]**
RHCL	672,000,000[2]	15.0	–	–
Swiber (under judicial management)	903,534,986	20.2	–	–
Sheikh Abdul Aziz Ali Alturki	–	–	672,000,000[3]	15.0
Greatwill Asset Global Limited	350,000,000	7.8	–	–
Excel Ace Limited	–	–	350,000,000[4]	7.8
Lim Oon Cheng	–	–	350,000,000[4]	7.8

Notes:

(1) Based on the Existing Share Capital of 4,479,061,385 Shares.

(2) RHCL has a direct interest in 672,000,000 Shares which are registered in the name of its nominee, DBS Nominees Pte Ltd.

(3) By virtue of Section 4 of the Securities and Futures Act, Sheikh Abdul Aziz Ali Alturki is deemed to be interested in the 672,000,000 Shares in which RHCL has a direct interest.

(4) By virtue of Section 4 of the Securities and Futures Act, Excel Ace Limited and Lim Oon Cheng are deemed to be interested in the 350,000,000 Shares held by Greatwill Asset Global Limited.

(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

As at the date of this Offer Information Statement, save as disclosed in paragraph 9(c) of Part IV of this Offer Information Statement under (a) "Receipt of letters of request for payment and statement of accounts", (b) "Litigation in Bombay, India" and (c) "Litigation in Batam, Indonesia", 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 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.

(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

In the 12 months immediately preceding the Latest Practicable Date, the following Shares have been issued by the Company for cash:

(a) 350,000,000 new Shares on 3 February 2017 at an issue price of S$0.02 per Share to Greatwill Asset Global Limited;

(b) 380,589,000 new Shares on 7 March 2017 at the issue price of S$0.02 for each new Share to certain trade creditors of the Company's subsidiaries named in Appendix 1 to the 22 February Announcement, to set-off aggregate trade payables owing by the Company's subsidiaries to such trade creditors of S$7,611,780; and

(c) 156,261,000 new Shares on 5 July 2017 at the issue price of S$0.02 for each new Share to certain trade creditors of the Company's subsidiaries named in Appendix 1 to the 19 June Announcement, to set-off aggregate trade payables owing by the Company's subsidiaries to such trade creditors of S$3,125,220.

In addition, the Company had on 25 August 2017, issued the following share awards ("**Awards**") pursuant to the Vallianz PSP:

Date of the Awards	:	25 August 2017
Number of Shares which are subject to the Awards	:	110,000,000
Market price of shares (last done price) on 24 August 2017 (there were no trades done on the shares on 25 August 2017)	:	S$0.012
Number of the Awards granted to directors and controlling shareholders (and their associates)	:	35,000,000 granted to directors of the Company.
Vesting schedule	:	One third of the Awards shall be vested on 1 January 2018, 30 June 2018 and 31 December 2018 respectively.

Save as disclosed above, the Company has not issued any securities or equity interests for cash or for services within 12 months immediately preceding the Latest Practicable Date.

(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.

Save as disclosed below, neither the Company nor any of its subsidiaries has entered into any material contract, other than a contract entered into in 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 subscription agreement dated 24 January 2016 entered into between the Company and CSR Zhuzhou Electric Locomotive Research Institute (Hong Kong) Co., Limited and CRRC (Hong Kong) Co. Limited, both of which are subsidiaries of CRRC Corporation Limited ("**CRRC**"), pursuant to which the two (2) subsidiaries of CRRC shall subscribe for an aggregate of 550 million new Shares at S$0.043 per Share for the aggregate investment sum of S$23.65 million. The termination of the subscription agreement was announced on 6 June 2016;

(b) the sale and purchase agreement dated 1 April 2016 entered into between VIPL and a third party for the acquisition of 75,000 ordinary shares of Holmen Heavylift Offshore Pte. Ltd. representing 75.0% of its issued and paid-up share capital, for the cash consideration of US$6.0 million;

(c) The set-off and settlement agreement dated 5 September 2016 (the terms of which has now been superceded by the RHCL SOSA) entered into between the Company and RHCL to set-off the RHCL Advances against and to the extent of the subscription monies payable by RHCL for subscribing for the Rights Shares and Excess Rights Shares (if any) pursuant to the Rights cum Warrants Issue.

(d) the subscription agreement dated 16 January 2017 entered into between the Company and Greatwill Asset Global Limited for the subscription by Greatwill Asset Global Limited of 350,000,000 new Shares for the consideration of S$7.0 million;

(e) the letters of agreement dated 21 February 2017 entered into between the Company, the subsidiaries of the Company named in Appendix 1 to the Company's announcement dated 22 February 2017 and the trade creditors of the Company's subsidiaries named in Appendix 1 to the Company's announcement dated 22 February 2017, for the subscription of 380,589,000 new Shares at the issue price of S$0.02 for each new Share, to set-off trade payables owing by the Company's subsidiaries to such trade creditors of S$7,611,780, with the balance of the outstanding amount owing by the Company's subsidiaries to such trade creditors being settled by the Group in cash. Further details of which are set out in the Company's announcement dated 22 February 2017;

(f) the framework agreement dated 10 March 2017 entered into between the Company and several of its subsidiaries and their lenders to refinance some of the Group's existing borrowings totaling US$163.2 million, details of which are set out in the Company's announcement dated 10 March 2017;

(g) the SHL SOSA, details of which are set out in Section 4 of the Circular;

(h) the RHCL SOSA, details of which are set out in Section 5 of the Circular;

(i) the letters of agreement dated 19 June 2017 entered into between the Company, the subsidiaries of the Company named in Appendix 1 to the Company's announcement dated 19 June 2017 and the trade creditors of the Company's subsidiaries named in Appendix 1 to the Company's announcement dated 19 June 2017, for the subscription of 156,261,000 new Shares at the issue price of S$0.02 for each new Share, to set-off trade payables owing by the Company's subsidiaries to such trade creditors of S$3,125,220, with the balance of the outstanding amount owing by the Company's subsidiaries to such trade creditors being settled by the Group in cash. Further details of which are set out in the Company's announcement dated 19 June 2017;

(j) the Warrant agent agreement dated 1 December 2017; and

(k) the Deed Poll.

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 FY2014, FY2015 and FY2017, and the unaudited consolidated income statements of the Group for HY2016/17 and HY2017/18 are set out below:

	FY2014 US$'000 Audited	FY2015 US$'000 Audited	FY2017 US$'000 Audited	HY2016/17 US$'000 Unaudited	HY2017/18 US$'000 Unaudited
Revenue	153,680	232,554	247,828	118,454	82,447
Cost of sales	(98,498)	(167,601)	(185,369)	(90,675)	(61,624)
Gross profit	55,182	64,953	62,459	27,779	20,823
Other income	7,117	9,920	2,969	966	2,540
Administrative expenses	(16,785)	(23,144)	(19,237)	(8,473)	(6,374)
Other operating expenses	(1,653)	–	–	(436)	(224)
Exceptional items	–	–	(214,554)	(1,617)	–
Finance costs	(22,258)	(26,859)	(23,093)	(10,689)	(6,606)
Share of results of associate and joint ventures	–	638	(3,390)	49	127
Profit before tax	**21,603**	**25,508**	**(194,846)**	**7,579**	**10,286**
Income tax expense	(1,173)	(5,396)	2,313	(541)	(286)
Profit for the year/period	**20,430**	**20,112**	**(192,533)**	**7,038**	**10,000**
Profit for the year/period attributable to:					
Owners of the Company	18,577	18,554	(158,247)	4,713	9,523
Non-controlling interests	1,853	1,558	(34,386)	2,325	477
Total	**20,430**	**20,112**	**(192,533)**	**7,038**	**10,000**

	FY2014 US$'000 Audited	FY2015 US$'000 Audited	FY2017 US$'000 Audited	HY2016/17 US$'000 Unaudited	HY2017/18 US$'000 Unaudited
Other comprehensive income for the year/ period, net of tax					
Exchange differences on translation of foreign operations	(268)	(1,172)	395	(146)	137
Cash flow hedges	(2,141)	196	1,945	788	–
Actuarial loss on post-employment benefit obligation	–	(14)	–	–	–
Share of actuarial gain on post-employment benefit obligation of an associate of the Group	–	32	–	–	–
	(2,409)	(958)	2,340	642	137
Total comprehensive income for the year/ period	**18,021**	**19,154**	**(190,193)**	**7,680**	**10,137**
Total comprehensive income attributable to:					
Owners of the Company	16,168	17,596	(155,907)	5,355	9,660
Non-controlling interests	1,853	1,558	(34,286)	2,325	477
	18,021	**19,154**	**(190,193)**	**7,680**	**10,137**
Earnings per Share (US cents)					
Basic	0.79	0.55	(4.38)	0.12	0.22
Diluted	0.79	0.50	(4.38)	0.12	0.08
Dividend declared per Share					
Dividend declared per Share (US cents)	0.05	0.05	–	–	–
Dividend declared per Share (S$ cents)[(1)]	0.07	0.07	–	–	–

Source: Annual Reports of the Group for FY2014, FY2015 and FY2017, and the Company's HY2017/18 results announcement for the financial period ended 30 September 2017 dated 6 November 2017.

Note:

(1) Based on an exchange rate of US$1.00 to S$1.322 for FY2014 and US$1.00 to S$1.414 for FY2015.

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.

For illustrative purposes only, the effect of the Rights cum Warrants Issue on the loss per Share of the Group based on the audited consolidated income statement for FY2017 and the unaudited consolidated income statement for HY2017/18 is as follows:

	Minimum Subscription Scenario	Maximum Subscription Scenario 1	Maximum Subscription Scenario 2
FY2017			
Loss attributable to Shareholders (US$'000)	(158,247)	(158,247)	(158,247)
Number of Shares before the Rights cum Warrants Issue[(1)]	4,479,061,385	4,483,061,385	4,483,061,385
Number of Shares after the issue of the Rights Shares with Warrants, and the exercise of all the Warrants	13,333,873,053	13,337,873,053	17,932,245,540
Loss per Share before the Rights cum Warrants Issue (US cents)	(0.04)	(0.04)	(0.04)
Loss per Share after the issue of the Rights Shares with Warrants, and the exercise of all the Warrants (US cents)	(0.01)	(0.01)	(0.01)

	Minimum Subscription Scenario	Maximum Subscription Scenario 1	Maximum Subscription Scenario 2
HY2017/18			
Annualised earnings attributable to Shareholders (US$'000)	19,046	19,046	19,046
Number of Shares before the Rights cum Warrants Issue	4,479,061,385	4,483,061,385	4,483,061,385
Number of Shares after the issue of the Rights Shares with Warrants, and the exercise of all the Warrants	13,333,873,053	13,337,873,053	17,932,245,540
Annualised EPS before the Rights cum Warrants Issue (US cents)	0.43	0.42	0.42
Annualised EPS after the issue of the Rights Shares with Warrants, and the exercise of all the Warrants (US cents)	0.14	0.14	0.11

Note:

(1) Assumes number of shares in issue as at 30 September 2017 for ease of comparison.

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:

FY2015 vs FY2014

Revenue

The Group registered approximately US$232.6 million of revenue for FY2015, representing an increase of 51.3% or approximately US$78.9 million compared to approximately US$153.7 million in FY2014. The growth in topline was partly driven by higher chartering & brokerage revenue in tandem with the growth of the Group's fleet size. The Group also derived higher revenue from ship management and shipyard services which was attributed mainly to contributions from the Jetlee Group, the OER Group and Newcruz International Pte. Ltd., which were acquired in the last quarter of FY2014. As a result, ship management and shipyard services accounted for a larger share of Group revenue of 34.0% for FY2015. Chartering & brokerage services made up 63.9% of total revenue in FY2015, compared to 77.5% in FY2014.

Cost of sales and gross profit

Cost of sales increased by 70.2% or US$69.1 million to approximately US$167.6 million in FY2015 from approximately US$98.5 million in FY2014. This 70.2% increase was in line with the expanded scale of operations in FY2015 following the acquisition of businesses in late 2014.

The Group's gross profit increased by 17.7% or approximately US$9.8 million to approximately US$65.0 million in FY2015 from approximately US$55.2 million in FY2014 as a result of higher gross profit from the vessel chartering business and full-year contributions by subsidiaries acquired in last quarter of 2014. Gross profit margin in FY2015 was 27.9% as compared to 35.9% in FY2014. This fluctuation was due to the change in revenue mix and expansion of owned fleet.

Other Income

Other income of approximately US$9.9 million in FY2015 mainly consisted of change in fair value of contingent consideration of approximately US$4.2 million, gain from disposal of property, plant and equipment of approximately US$1.8 million, gain from sale of previously held for sale asset of US$0.5 million and fair value gain on derivative financial instrument of US$0.3 million.

Administrative expenses

Administrative expenses, which comprise largely staff and travel related expenses, increased by approximately US$4.7 million to approximately US$23.1 million in FY2015 from approximately US$18.4 million in FY2014. This was attributed largely to the consolidation of expenses of subsidiaries acquired in the last quarter of 2014. The impact of consolidation was partially offset by the effective measures implemented by the Group to optimise its cost structure.

Finance costs

Finance costs for the Group increased to approximately US$26.9 million in FY2015 from approximately US$22.3 million in FY2014. The increase was due mainly to the issuance of notes under the MDI Programme in second quarter of 2014 and finance costs for loans on vessels acquisition in FY2015.

Share of profit of associate

The Group recorded share of results from an associate of US$638,000 in FY2015. This was contributed by the Group's 49.0%-owned associate PT Vallianz Offshore Maritim ("**PTVOM**") in Indonesia. PTVOM was acquired by the Group on 31 December 2014.

Net profit

The Group recorded a profit of approximately US$20.1 million for FY2015, representing a decrease of 1.6% or approximately US$0.3 million compared to approximately US$20.4 million for FY2014.

FY2017 vs FY2015

Revenue, cost of sales and gross profit

The Group registered revenue of approximately US$247.8 million for FY2017, representing an increase of 6.6% or approximately US$15.3 million when compared to FY2015. Chartering & brokerage services made up 84.71% of total revenue in FY2017, compared to 63.9% in FY2015.

Gross profit for FY2017 declined to approximately US$62.5 million, a 3.8% decrease from approximately US$65.0 million for FY2015.

Other Income

Other income of approximately US$9.9 million in FY2015 mainly consisted of change in fair value of contingent consideration of approximately US$4.2 million, gain from disposal of property, plant and equipment of approximately US$1.8 million, gain from sale of previously held for sale asset of approximately US$0.5 million and fair value gain on derivative financial instrument of approximately US$0.3 million. For FY2017, the balance largely comprises debt forgiveness by certain third parties and reversal of share based expenses previously recognised as a result of forfeiture of share options.

Administrative expenses

Administrative expenses, which comprise largely staff and travel related expenses, decreased by approximately US$3.9 million to approximately US$19.2 million for FY2017 from approximately US$23.1 million for FY2015.

Finance costs

Finance costs for the Group decreased to approximately US$23.1 million for FY2017 as compared to approximately US$26.9 million for FY2015. The decrease was a result of the completion of a refinancing exercise in Middle East in February 2016.

Share of results of associate and joint ventures

The Group recorded share of losses from an associate of approximately US$3.4 million for FY2017. This was attributed to PTVOM in Indonesia. The remaining amount mainly relates to share of results from the joint venture in the Middle East for FY2017.

Exceptional expenses

The Group had, as at 31 March 2017, completed an in-depth evaluation of the carrying value of certain of its assets that comprise goodwill, fixed assets and investments, in light of the current slowdown in the offshore and marine market and the rightsizing initiatives that it had undertaken. Therefore, further to the impairment expense of approximately US$1.6 million on the carrying value of its intangible assets recognized in the second quarter of FY2017, the Group further recognized write-downs amounting to approximately US$212.9 million resulting in the total writedown of approximately US$214.6 million in FY2017, of which approximately US$22.3 million is attributable to the non-controlling interest.

Net loss

The Group recorded a net loss after tax of approximately US$192.5 million for FY2017. The significant net loss resulted mainly from the recognition of exceptional expenses of approximately US$214.6 million for FY2017. This is in addition to the lower operational profitability that the Group is experiencing in the current challenging market conditions.

The fluctuation in taxation amount is due to the reversal of deferred tax liabilities previously recognised by the Group for FY2017.

HY2017/18 compared to HY2016/17

Revenue, cost of sales and gross profit

The Group's revenue declined by 30.4% or approximately US$36.01 million to US$82.45 million for the half year ended 30 September 2017 ("**HY2017/18**") as compared to revenue of US$118.45 million recorded for the half year ended 30 September 2016 ("**HY2016/17**"). These changes were due mainly to the completion of various one-time vessel management projects in in the second half of 2016 which were partially offset by the commencement of new contracts with a key customer since 1Q2017/18.

For HY2017/18, the Group's core chartering and brokerage services contributed 92% to the Group versus 76% in HY2016. While the Group experienced lower utilisation for certain vessels, this was mitigated by the ongoing long-term charters in the Middle East as well as the commencement of new contracts with a key customer in the Middle East since 1Q2017/18.

Cost of sales for HY2017/18 declined 32.0% to US$61.62 million when compared HY2016/17. For HY2017/18, gross profit margin also improved to 25.3% from 23.5% in HY2016/17. The expansion in gross profit margin was attributed mainly to lower depreciation expenses, as well as the Group's strategy to focus on its chartering and brokerage services business and reduce the revenue contribution from vessel management services which have historically commanded lower gross profit margin.

Administrative and other operating expenses

For HY2017/18, administrative expenses also decreased 24.8% or US$2.10 million to US$6.37 million in HY2017/18 from US$8.47 million in HY2016/17. These reductions were the result of the on-going measures implemented by the Group to optimise its cost structure.

Finance costs

For HY2017/18, the Group incurred finance costs of US$6.61 million, a decrease of 38.2% compared to US$10.69 million in HY2016/17. The decline in finance costs was due mainly to the full redemption of Notes Payables – Series 1 of S$100.0 million on 1 April 2016 and Series 2 of S$60.0 million on 22 November 2016. This was partially offset by higher interest expenses arising from new term loans that were taken up for the acquisition of vessels during the second half of the last financial year.

Operating profit from ordinary activities before share of results of associate and joint ventures

For HY2017/18, operating profit amounted to U$10.16 million, an increase of 11.1% from US$9.15 million recorded for HY2016/17.

Net profit

The Group's net profit for HY2017/18 increased by 42.1% to US$10.00 million, compared to US$7.04 million in HY2016/17. This was driven by higher operating profits as well as the absence of an impairment charge of US$1.62 million that was recorded in 1Q2016/17. Based on the weighted average number of shares, the Group recorded earnings per share of 0.22 US cents for HY2017/18.

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 31 March 2017 and the unaudited consolidated balance sheet of the Group as at 30 September 2017 are set out below:

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

	As at 31 March 2017 US$'000 Audited	As at 30 September 2017 US$'000 Unaudited
ASSETS		
Current assets		
Cash and cash equivalents	45,568	10,486
Trade receivables	91,890	91,850
Other receivables	124,915	171,346
Inventories	1,669	1,575
Construction work-in-progress	1,506	902
Available-for-sale investments	31,729	31,729
Total current assets	**297,277**	**307,888**
Non-current assets		
Deposits pledged with banks	699	699
Property, plant and equipment	372,233	367,900
Joint ventures	54,026	54,153
Associate	–	–
Derivative financial instruments	1,295	1,295
Total non-current assets	**428,253**	**424,047**
Total assets	**725,530**	**731,935**
LIABILITIES AND EQUITY		
Current liabilities		
Term loans	64,903	62,193
Trade payables	62,487	69,719
Other payables	136,922	127,623
Finance lease	186	63
Income tax payable	2,613	3,041
Total current liabilities	**267,111**	**262,639**
Non-current liabilities		
Term loans	275,726	273,729
Retirement benefit obligation	1,077	1,211
Finance lease payables	–	8
Deferred tax liabilities	4,010	3,750
Total non-current liabilities	**280,813**	**278,698**

	As at 31 March 2017 US$'000 Audited	As at 30 September 2017 US$'000 Unaudited
Capital and reserves		
Share capital	203,918	206,176
Perpetual capital securities	22,500	22,500
Foreign currency translation reserve	(1,045)	(908)
Share options reserve	447	1,044
Shareholder's advances	102,087	102,087
Other reserve	(27)	(27)
Accumulated losses	(147,638)	(138,115)
Equity attributable to owners of the Company and capital securities holders	180,242	192,757
Non-controlling interests	(2,636)	(2,159)
Total equity	**177,606**	**190,598**
Total liabilities and equity	**725,530**	**731,935**

Source: Annual Report of the Group for FY2017, and the Company's HY2017/18 results announcement for financial period ended 30 September 2017 dated 6 November 2017.

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.

For illustrative purposes only, the following is an analysis of the financial effects of the Rights cum Warrants Issue and the exercise of the Warrants on the NAV per Share based on the audited consolidated balance sheet of the Group as at 31 March 2017 and the unaudited consolidated balance sheet of the Group as at 30 September 2017:

	Minimum Subscription Scenario	Maximum Subscription Scenario 1	Maximum Subscription Scenario 2
As at 31 March 2017[1]			
Before the Rights cum Warrants Issue			
NAV as at 31 March 2017 (before the Rights cum Warrants Issue) (US$'000)	180,242	180,242	180,242
Add: Proceeds from the exercise of all the ESOS Options (US$'000)	–	153	153
NAV as at 31 March 2017(before the Rights cum Warrants Issue) (US$'000)	180,242	180,395	180,395
Number of Shares in issue as at 31 March 2017 (before the Rights cum Warrants Issue)[2]	4,479,061,385	4,483,061,385	4,483,061,385
NAV per Share as at 31 March 2017(before the Rights cum Warrants Issue) (US cents)	4.024	4.024	4.04
After the issue of the Rights Shares with Warrants			
Add: Proceeds from the issue of the Rights Shares (US$'000)	–	–	33,521
Add: Debt to equity settlement of VHL owing via subscription of pro-rata entitlement of Rights Shares by SHL	–	–	10,417
NAV after the issue of the Rights Shares (US$'000)	180,242	180,395	227,832
Number of Shares after the issue of the Rights Shares	8,958,122,770	8,966,122,770	8,966,122,770
NAV per Share as at 31 March 2017(after the issue of the Rights Shares) (US cents)	2.012	2.012	2.541
After the issue of the Rights Shares with Warrants, and the exercise of all the Warrants			
Add: Proceeds from the exercise of Warrants by Shareholders other than RHCL and SHL (US$'000)	–	–	67,042
Add: Debt to equity settlement of VHL Group Owing via Warrants exercise by SHL (US$'000)	–	–	20,834
NAV after the issue of the Rights Shares with Warrants, and the exercise of all the Warrants (US$'000)	180,242	180,395	315,708
Number of Shares after the issue of the Rights Shares with Warrants, and the exercise of all the Warrants	13,333,873,053	13,337,873,053	17,932,245,540
NAV per Share after the issue of the Rights Shares with Warrants, and the exercise of all the Warrants (US cents)	1.352	1.352	1.761

	Minimum Subscription Scenario	Maximum Subscription Scenario 1	Maximum Subscription Scenario 2
As at 30 September 2017[1]			
Before the Rights cum Warrants Issue			
NAV as at 30 September 2017 (before the Rights cum Warrants Issue) (US$'000)	190,598	190,598	190,598
Add: Proceeds from the exercise of all the ESOS options (US$'000)	–	153	153
NAV as at 30 September 2017 (before the Rights cum Warrants Issue)	190,598	190,751	190,751
Number of Shares in issue as at 30 September 2017 (before the Rights cum Warrants Issue)	4,479,061,385	4,483,061,385	4,483,061,385
NAV per Share as at 30 September 2017 (before the Rights cum Warrants Issue) (US cents)	4.255	4.255	4.255
After the issue of the Rights Shares with Warrants			
Add: Proceeds from issue of the Rights Shares to Shareholders other than RHCL and SHL (US$'000)	–	–	33,521
Add: Debt to equity settlement of VHL Owing via subscription to pro-rata entitlement of Rights Shares by SHL	–	–	10,417
NAV after the issue of the Rights Shares (US$'000)	190,598	190,751	234,689
Number of Shares after the issue of the Rights Shares	8,958,122,770	8,966,122,770	8,966,122,770
NAV per Share as at 30 September 2017 (after the issue of the Rights Shares) (US cents)	2.127	2.127	2.617
After the issue of the Rights Shares with Warrants, and the exercise of all the Warrants			
Add: Proceeds from the exercise of all the Warrants by Shareholders other than RHCL and SHL (US$'000)	–	–	67,042
Add: Debt to equity settlement of VHL Group Owing via Warrants exercise by SHL	–	–	20,834
NAV after the issue of the Rights Shares with Warrants, and the exercise of all the Warrants (US$'000)	190,598	190,751	322,564
Number of Shares after the issue of the Rights Shares with Warrants, and the exercise of all the Warrants	13,333,873,053	13,337,873,053	17,932,245,540
NAV per Share after the issue of the Rights Shares with Warrants, and the exercise of all the Warrants (US cents)	1.429	1.430	1.799

Notes:

(1) All S$ figures have been converted from S$ to US$ at the Exchange Rate.

(2) Assumes number of shares in issue as at 30 September 2017 for ease of comparison.

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 cash flow statement of the Group for FY2017 and the unaudited consolidated cash flow statement of the Group for HY2017/18 are set out below:

	FY2017 US$'000 Audited	HY2017/18 US$'000 Unaudited
Operating activities		
(Loss) Profit before tax	(194,846)	10,286
Adjustments for:		
Allowances for impairment of receivables	7,604	–
Depreciation of property, plant and equipment	26,220	7,526
Amortisation of intangible assets	538	–
Dividend income from available-for-sale investments	(3,206)	–
Provision for employee benefits	217	134
Finance costs	23,093	6,606
Loss (Gain) on disposal of property, plant and equipment	1,768	(630)
Unrealised exchange (gain) loss	404	137
Share-based payment expense	1,303	653
Share of results of associate and joint ventures	3,390	(127)
impairment of available-for-sale investments	45,559	–
Fair value gain of derivative financial instrument	(1,000)	–
Forfeiture of performance shares awarded	(1,496)	(56)
Impairment of property, plant and equipment	131,334	–
Impairment of goodwill	9,171	–
Impairment of intangible assets	1,617	–
Impairment of investments in associate and joint ventures	19,269	–
Operating cash flows before working capital changes	**70,939**	**24,529**

	FY2017 US$'000 Audited	HY2017/18 US$'000 Unaudited
Trade and other receivables	26,664	(15,427)
Trade and other payables	(77,348)	(2,873)
Inventories	(600)	94
Construction contracts work-in-progress	(1,042)	604
Cash from (used in) operations	**18,613**	**(6,927)**
Income tax paid	(1,812)	(7)
Net cash from operating activities	**16,801**	**6,920**
Investing activities		
Dividends received	1,182	–
Purchase of property, plant and equipment	(27,129)	(3,255)
Proceeds on disposal of plant and equipment	5,275	1,110
Proceeds from redemption of preference shares	13,000	–
Proceeds from disposal of asset previously held-for-sale	16,759	–
Acquisition of subsidiary corporations and associate	7,274	–
Net cash from (used in) investing activities	**16,361**	**(2,145)**
Financing activities		
Interest paid	(19,115)	(6,606)
Pledged deposit	3,263	–
Dividends paid	(1,800)	–
Advance to joint venture	–	(28,421)
Distribution paid	(1,124)	–
Proceeds from new bank loans raised	99,238	–
Proceeds from new shares issue	4,929	–
Repayment of term loans	(129,072)	(4,707)
Repayment of obligation under finance lease	(1,464)	(123)
Repayment of notes payable	(122,329)	–
Redemption of preference shares issued by a subsidiary corporation	(10,000)	–
Net cash used in financing activities	**(29,494)**	**(39,857)**
Net increase (decrease) in cash and cash equivalents	3,668	(35,082)
Effect of foreign exchange rate changes on the cash balance	(1)	–
Cash and cash equivalents at beginning of financial year/period	41,901	45,568
Cash and cash equivalents at end of financial year/period	**45,568**	**10,486**

Source: Annual Report of the Group for FY2017, and the Company's HY2017/18 results announcement for the financial period ended 30 September 2017 dated 6 November 2017.

A review of the cash flow position for the Group for FY2017 and HY2017/18 is set out below:

FY2017

The Group generated net cash from operating activities of approximately US$16.8 million in FY2017.

Net cash from investing activities amounted to approximately US$16.4 million for FY2017. This arose mainly from the sale of vessels which generated approximately US$16.8 million of cash inflow in FY2017 and the redemption of preference shares of US$13.0 million.

Net cash used in financing activities in FY2017 amounted to approximately US$29.5 million. This was mainly due to the repayment of loans on a fleet of vessels and redemption of notes payable which was partially cushioned by proceeds from new bank loans and shareholder's advances.

As a result of the above, there was a net increase of US$3.7 million in the Group's cash and cash equivalents in FY2017, resulting in a cash and cash equivalents of US$45.6 million as at 31 March 2017.

HY2017/18

The Group generated net cash from operating activities of US$6.92 million in HY2017/18.

Net cash used in investing activities of US$2.15 million in HY2017/18 arose mainly from purchases of property, plant and equipment.

Net cash used in financing activities in HY2017/18 amounted to US$39.86 million due mainly to an advance to a joint venture of US$28.42 million and the repayment of loan principal and interest of approximately US$6.61 million.

As a result of the above, there was a net decrease of US$35.08 million in the Group's cash and cash equivalents in HY2017/18, resulting in a cash and cash equivalents of US$10.49 million as at 30 September 2017.

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 opinion that, barring unforeseen circumstances, and after taking into consideration, (i) the Group's present bank facilities, (ii) the SHL Set-Off and Settlement Arrangements in relation to the Rights cum Warrants Issue, (iii) the issue of the Additional SHL Shares and the set-off and settlement arrangement in relation thereto, (iv) the RHCL Set-Off and Settlement Arrangements in relation to the Rights cum Warrants Issue, (v) the issue of the Additional RHCL Shares and the set-off and settlement arrangement in relation thereto, (vi) any net cash proceeds arising from the subscription of the Rights cum Warrants Issue, and (vii) the continuous support from the Company's controlling Shareholder, RHCL, 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).

In the unaudited financial statement and dividend announcement for the second quarter and half year ended 30 June 2016 dated 14 August 2016, the Company disclosed that it and certain of its subsidiaries had 3 outstanding bank loans which have corporate guarantees from Swiber. In addition, 1 of these bank loans requires the Company to continue to be an associate of Swiber as a loan covenant. In this regard, following the announcement by Swiber on 28 July 2016, the Company has been in discussions with the relevant banks to amend these terms.

As at the Latest Practicable Date, the Company and its 3 subsidiaries have not been served with any notices of any event of default for any of its loans and have successfully obtained waivers for event of default to be called for 2 of the 3 bank loans. The Company remains in active discussion with the third bank.

As at the Latest Practicable Date, and save as publicly disclosed in this Offer Information Statement and the Company's SGXNET announcements, to the best of the Directors' knowledge and belief, the Group is not in breach of any terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect the Group's financial position and results or business operations, or the investments by holders of securities in the Company.

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 in all public announcements made by the Company via SGXNET, 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 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.

Business and Financial Prospects of the Group for the Current Financial Year

The market environment for the global offshore support vessel ("**OSV**") sector is expected to remain challenging over the near term. While the global oil market has shown encouraging signs of stability and recovery in recent months, the OSV industry is still facing a situation of excess supply against a backdrop of slower demand. The resultant intense competitive industry conditions will continue to exert pressure on vessel utilisation rates and charter rates.

The Group's core vessel chartering business is driven mainly by its long-term charter contracts secured in the Middle East region where it has a superior market position. The resilience of its business model has enabled the Group to endure the prolonged downturn in the oil and gas industry and continue delivering operating profits. After undertaking a series of cost rationalisation, operations streamlining and restructuring activities, as well as an asset write-down exercise during the last financial year, the Group believes it is better positioned to overcome current market challenges, seize new business opportunities and execute its growth strategy.

In partnership with its strategic shareholder and partner Rawabi Holding, the Group will continue building on its strengths to solidify existing customer relationships and increase penetration in target markets in the Middle East and other regions. As part of its ongoing strategies, the Group will also continue to raise its operational capabilities and service quality, expand and differentiate its fleet as appropriate to meet customers' requirements, as well as focus on ensuring cost and operational efficiencies.

Trends, Uncertainties, Demands, Commitments or Events

As at the Latest Practicable Date, to the best of the Directors' knowledge and belief, the business factors or 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. These are uncertainties, demands, commitments or events that may have a material and adverse impact on the business, results of operations, financial condition and prospects of the Group, should they occur. In such event, the trading price of the Shares, the Rights Shares, the Warrants, the New Shares and/or the Shares could decline, and Shareholders and investors may lose all or part of their investment in the securities of the Company.

Shareholders and prospective investors should carefully consider and evaluate each of the following business factors or risk factors and all other information contained in this Offer Information Statement before deciding to invest in the Rights Shares, the Warrants and/or the New Shares. The business factors or risks described below are only a summary, and are not intended to be an exhaustive description, of all uncertainties, demands, commitments or events. There may be additional uncertainties, demands, commitments or events not presently known to the Group, or that the Group may currently deem immaterial, which could affect its business, results of operations, financial condition and prospects.

RISK FACTORS RELATING TO THE GROUP AND THE INDUSTRY IN WHICH THE GROUP OPERATES

The Group is dependent on one (1) major customer

The primary business segment of the Group is that of chartering and brokerage. Since FY2013, the Group has increasing risk of dependency on a national oil company in the Middle East which has contributed significantly to the growth of the Group with respect to the chartering and brokerage segment. In FY2017, the national oil company contributed significantly to the Group's revenue. The revenue contribution from the national oil company for charter hire and brokerage and vessel management was approximately US$154.6 million for FY2017, compared to US$102.3 million for FY2015 and US$99.1 million for FY2014. In addition, the revenue contribution from related companies of the major shareholder of the national oil company was approximately US$47.8 million for FY2017, compared to US$75.5 million for FY2015 and US$24.5 million for FY2014.

As at 30 September 2017, the Group has outstanding chartering services order book which comprises fixed term long term charters and options to extend, worth approximately US$950 million in aggregate for periods stretching up to 2025. The US$950 million order book is mainly for the national oil company in the Middle East.

There is no assurance that the Group will be able to retain its major customer or that its customers will maintain their current level of business or pricing with the Group. Any material cancellation, reduction in orders and/or claims for whatever reasons by the Group's major customer will materially and adversely affect its financial performance and financial conditions.

The Group's business is dependent on the offshore marine industry

There are a number of factors that affect the supply of and demand for vessels and equipment in the offshore marine industry. Demand is affected by the level of activity in the offshore marine sector, in terms of current production and field development and exploration. Such activities are affected by factors such as fluctuations in oil and gas prices and by other global and regional economic factors, as well as by the expectations of the Group's customers in respect of changes in oil and gas prices and the related changes in their capital expenditure. In the event that there is a decline in the offshore marine sector, the financial performance of the Group's business, financial performance and financial condition might be adversely affected.

The Group's business is therefore dependent on, amongst others, capital expenditure by its customers on the offshore exploration, development and production of oil and gas. Such capital expenditure tends to be affected by factors such as the numbers and locations of oil and gas fields, the ability to economically justify placing discoveries of oil and gas reserves in production, the need to clear all structures from the production site once the oil and gas reserves have been depleted as well as weather conditions. Oil and gas prices are also subject to substantial fluctuation. Lower oil and gas prices tend to reduce the amount of oil and gas that can be produced economically. When this occurs, major oil and gas companies generally reduce their spending budgets for offshore exploration, development and production.

These are factors beyond the control of the Group. As a result, the timing, nature and degree of changes in industry conditions are unpredictable. In addition, there can be no assurance that oil and gas companies will be able to obtain the financing necessary to develop new projects in the Group's primary operating regions, which would also result in reduced demand and/or reduced rates for the Group's vessels and services. There can be no assurance that the activity levels of offshore exploration, development and production activity will remain at their current levels or continue to increase. Any prolonged period of low exploration, development and production activity would likely have an adverse effect on the Group's business, results of operations and financial condition.

In addition, the supply of offshore support vessels in the industry is determined by the independent assessment of demand for, and supply of, vessels by offshore support operators. Any over-estimation of demand for offshore support vessels by offshore support operators may result in an excess supply of vessels. This will result in lower charter rates and depress the market value of the Group's offshore support vessels, which would in turn adversely affect the Group's business, financial performance and financial condition. Competitors may also engage in aggressive pricing which will necessitate a corresponding lowering of the Group's charter rates, whether significantly or otherwise, in order for the Group to remain price competitive and secure contracts. This in turn would lower the Group's gross profit margins and cash flow and would adversely affect the Group's operations and financial position.

The Group's charter contracts may be terminated upon the occurrence of certain events and the Group may not be able to re-deploy the vessels under the terminated charter contracts promptly, if at all, and/or on terms which are as attractive as previous charter contracts

The Group's charter contracts are for varying periods of time and may extend up to five (5) years with extension options. Such charter contracts may however be terminated upon the occurrence of certain events, such as non-performance by the Group, events of force majeure, loss or seizure of the vessel, unavailability of the vessel due to various reasons such as confiscation or requisition by the government of the state under which the vessel is registered, cessation or abandonment of drilling operations by the charterer or upon notice of termination being given by the charterer in accordance with the relevant charter contract. Further, the charter rates payable under the charter contracts may be reduced or suspended due to various reasons such as work stoppage by the officers or crew members of the vessel, breakdown of machinery, breakdown of hull or other accidents to the vessel or any other reasons which render the vessel unavailable for deployment for specified periods of time.

The termination of existing charter contracts or reduction/suspension of contracted charter rates will reduce the Group's revenue and have an adverse impact on the Group's financial performance and financial condition. The Group's financial performance and financial condition would also be adversely affected if it is not able to re-deploy its vessels for a period of time, if at all, upon termination of existing charter contracts, if there are protracted negotiations over the terms of the charter contracts, or if the charter contracts are renewed on less favourable terms.

In addition, the Group may have to make appropriate impairments in the abovementioned circumstances.

The Group may experience limited availability of funds

The Group may require additional financing to fund working capital requirements, to support the future growth of its business and/or to refinance existing debt obligations. There can be no assurance that additional financing, either on a short-term or a long-term basis, will be made available or, if available, that such financing will be obtained on terms favourable to the Group.

Factors that could affect the Group's ability to procure financing include market disruption risks which could adversely affect the liquidity, interest rates and the availability of funding sources.

The Group's business may be affected by disputes with its joint venture partners

In the course of the Group's business, the Group has collaborated and intends to continue to collaborate with joint venture partners for various projects (whether on an ad hoc or recurring basis), such collaborations being entered into and formalised by way of written contracts. From time to time, disputes may arise between the Group and its joint venture partners for various reasons, including disputes over project, material and/or contract specifications. In the event disputes between the Group and any of its joint venture partners arise and such disputes cannot be satisfactorily and amicably resolved, the Group may be the subject of legal or arbitration proceedings and the Group would be required to incur costs in defending such actions. The Group would also be unable to continue its collaborations with such joint venture partner which in turn may affect the Group's business, financial performance and financial condition.

The Group is affected by competition in the offshore chartering industry

The process of obtaining long-term charters is competitive and involves an intensive bidding and selection process. Competition for charters is based on a variety of factors, which may include:

- charter hire or contract rates;
- relationships with charterers;

- willingness to accept operational risks pursuant to the charter, such as allowing termination for force majeure events; and

- vessel availability and the size, age and condition of the vessel.

Any of these factors could limit the Group's ability to retain existing customers and attract new customers for its vessels, which could in turn adversely affect the Group's business, financial performance and financial condition.

From time to time, the Group may bid for charter contracts without securing and/or acquiring the requisite vessels prior to bidding. Notwithstanding that the Group may be successful in its bid, should the Group be unable to enter into committed charter contracts due to its inability to secure the requisite vessels when required, or inability to acquire such vessels at competitive prices, this would adversely affect the Group's business, financial performance and financial condition.

The Group faces competition from a variety of parties, including regional and global offshore oil and gas support companies, many of which are larger and may have greater financial resources than the Group. The Group cannot give assurance that it will be able to continue competing successfully with existing competitors and/or new entrants into the market. These competitors may be able to operate larger fleets, have longer operating histories, offer better charter rates and devote greater resources to the development, promotion and employment of their vessels than the Group. In addition, the entry of new competitors may result in increased competition and higher pressure on margins, which could in turn adversely affect the Group's business, financial performance and financial condition.

Further, the Group's ability to compete in international markets may also be adversely affected by regulations in the countries where it operates which require, among other things, the awarding of contracts to local contractors, the employment of local citizens and/or the purchase of supplies from local vendors that favour or require local ownership.

If the Group fails to compete successfully with existing competitors and new entrants into the market, the business, financial condition and results of operations of the Group may be adversely affected.

The Group's business is subject to fluctuations in charter rates for vessels

The Group's vessels may be subject to long-term fixed-rate bareboat charters. Due to the volatility of charter hire rates, the Group cannot be certain that it will be able to re-charter its vessels at the same or higher rates, or at all, when its existing charters expire. Further, due to the long-term nature of the Group's charters, the Group may be faced with having to re-charter its vessels at the bottom of the pricing cycle. Correspondingly, the Group may not be able to take advantage of charter rates at the peak of the pricing cycle.

Charter rates may also be affected by conditions such as trade, environmental and weather conditions as well as political situations in the countries where the operations of the Group's customers are located. In such an event, the Group's financial performance and position could be adversely affected. In addition, as vessels become older, they are expected to decline in value. In the event that the Group sources for a vessel at a high value but supplies the vessel to its customer at a low value due to unfavourable industry conditions, the financial performance of the Group may be adversely affected.

In addition, the Group may have to make appropriate impairments in the abovementioned circumstances whereby the Group has to re-charter its vessels at the bottom of the pricing cycle or where the Group supplies its vessel to its customer at a low value due to unfavourable industry conditions.

The Group's business is affected by unanticipated delays in the delivery of new vessels and/or completion of maintenance and repair works for existing vessels

The Group's fleet expansion programme is part of its growth strategy that involves new orders for vessels. The Group has developed its business strategies on the assumption that the vessels will be delivered on time and that the vessels will perform in the manner indicated by their design specifications. A significant delay in the delivery of the vessels or a significant performance deficiency of the new vessels could have a material adverse effect on the Group's business, results of operations and financial condition. Delivery delays can occur as a result of problems with the Group's shipbuilders, insolvency or force majeure events that are beyond the Group's control or that of its shipbuilders, or for other reasons. These events and the losses associated therewith, to the extent that they are not adequately covered by contractual remedies or insurance, could adversely affect the Group's financial results.

The Group's existing vessels are taken out of service at regular intervals so that routine inspections and maintenance can be conducted. The Group outsources the maintenance and repair works for its existing vessels. In the event of a delay in completion of the maintenance and repair works for its existing vessels, the Group's receipt of revenue from charter contracts in respect of that vessel may be delayed. Further, the Group may not be able to fulfil charter commitments which it has entered into in respect of that vessel, which would expose the Group to penalty payments to the vessel charterer. These would adversely affect the Group's business, financial performance, financial condition and operating cashflow.

The Group's future growth may be limited by the capabilities of its vessels

The Group's future growth may be limited by the capacity of its vessels in terms of engine horsepower, physical dimensions of barges, type of equipment on board the vessels and ability of the vessels to perform certain tasks. In the event that the capabilities of the Group's vessels are not able to meet the requirements of its existing and potential offshore marine support customers, some of them may charter vessels from the Group's competitors. For the Group's offshore business, the lack of capabilities of its vessels may result in the Group not being able to secure certain contracts for offshore projects. These events may cause the Group to lose some customers, which would have an adverse effect on its future growth.

Any adverse changes in the political, economic, regulatory or social conditions in the countries that the Group operates in may have a material and adverse effect on its operations, financial performance and future growth

The Group is subject to the laws, regulations and policies in the jurisdictions in which its vessels are deployed, mostly the Middle East, Latin America and Asia Pacific regions. The Group's business and future growth are also dependent on the political, economic, regulatory and social conditions in each of the countries that it operates in. Any economic downtown or changes in policies implemented by the governments in these countries, currency and interest rate fluctuations, capital controls or capital restrictions, labour laws, changes in duties and taxation and limitations on imports and exports may materially and adversely affect the Group's business, results of operations and financial condition.

Wars, unsettled political conditions, social unrest, riots, terrorist attacks and government actions such as possible seizure and import/export restrictions in countries where the Group operate could potentially affect the ability of the Group's offshore support vessels to call on the ports of such countries. Such developments may also affect the ability of the Group's customers to meet their payment obligations to the Group and increase the insurance premium for its operations. This would adversely affect the Group's business, results of operations and financial condition.

In addition, the Group's customers are also affected by the laws, regulations, policies and directives relating to energy, investment, taxation and such other laws promulgated by the governments of countries from which they will need to obtain licences to engage in the exploration, development and production of oil and gas. The demand for the Group's services and the potential for growth of its business will be affected if its customers cannot obtain the necessary licences to engage in exploration, development and production activities in the relevant areas.

The Group's business is subject to general risks associated with operating businesses overseas

There are risks inherent in operating businesses overseas, which include unexpected changes in regulatory requirements, difficulties in staffing and managing foreign operations, social and political instability, fluctuations in currency exchange rates, potentially adverse tax consequences, legal uncertainties regarding the Group's liability and enforcement, and changes in local laws and controls on the repatriation of capital or profits. Any of these risks could adversely affect the Group's overseas operations and consequently, its financial performance and financial condition.

The Group may be subject to increases in input costs and operating expenses

The Group's profitability is affected by a variety of input costs including diesel, transportation costs and wages to crew and workers. These input costs may represent a significant portion of the total cost of the services the Group provides to its customers. Any increases in these input costs could result in an increase in the Group's cost of sales and adversely affect the Group's business, results of operations and financial condition.

In addition, the Group's operating expenses may increase due to various factors, including the following:

- changes in statutory laws, regulations or government policies which increase the cost of compliance with such laws, regulations or policies in any countries in which it operates or may operate in the future;
- increases in insurance premiums;
- increases in the rate of inflation;
- increase in labour costs;
- increase in repair and maintenance costs; and
- increases in advertising and promotion expenses and other management costs and increases in utility charges.

There can be no assurance that the Group will be able to maintain its current level of operating expenses, or that it would be able to pass on such increases to its customers. There can also be no assurance that the Group's profitability will increase significantly or that it will not incur losses after its capital investment due to a potential increase in its operating and financing costs incurred to finance the Group's growth and expansion or lower than expected increase in turnover. Any increase in operating and financing costs without a corresponding increase in turnover will have a negative impact on the Group's results of operations.

Due to the capital intensive nature of the Group's business, the Group may incur substantial capital expenditures in order to expand its fleet and maintain its vessels, and the Group may experience limited availability of funds and/or face difficulties financing these capital expenditures

The Group's business is capital intensive in nature and the Group may require additional financing for the funding of working capital requirements, the refinancing of existing debt obligations or for the expansion and development of the Group's business. The growth strategy of the Group includes the continued expansion of its fleet through the acquisition of new or used vessels which will require significant additional capital expenditures. Capital expenditures are also required in order to maintain the operational quality of the Group's vessels. These expenditures increase with the age of the vessels and include costs of repairs, surveys, drydocking vessels and modifying vessels in order to maintain or increase the operating capacity of the fleet of the Group.

The Group's vessels are drydocked periodically for repairs and maintenance. Vessels may also need to be drydocked in the event of accidents or other unforeseen damage. The capital expenditures of the Group for repairs and maintenance may increase as a result of a variety of factors, including:

- increases in the cost of labour, materials and spare parts;
- changes in customer requirements;
- increases in the size of the fleet of the Group;
- cost of replacement vessels;
- changes in technical developments for chartered vessels;
- defects and deficiencies of the Group's vessels;
- changes in governmental regulations and maritime self-regulatory organisation standards relating to safety, security or the environment; and
- changes in the quality of competitor vessels.

Such increases in capital expenditures for repairs and maintenance may reduce the repairs and maintenance work which the Group can afford to carry out on the vessel which may, in turn, restrict the types of operations which the Group's vessels may carry out. There can be no assurance that the Group's vessels will not require extensive repairs, which would result in significant expense and extended periods of downtime, or that the Group would have sufficient funds or working capital to finance the necessary repairs. In addition, given such capital expenditures, the Group cannot guarantee that, as its vessels age, the Group will be able to operate its vessels profitably during the remainder of their useful lives. Should the Group choose to sell certain vessels, the Group cannot be certain that the price at which such vessels are sold will not be less than their book value.

There is no assurance that the Group would be able to procure such future financing as may be required, either on a short-term or long-term basis, or that the Group would be able to obtain subsequent financing on terms that are as attractive as its previous financing, or at all. In addition, the terms of any other indebtedness incurred by the Group may restrict its ability to incur additional debt. Additional debt financing, if obtained, may expose the Group to the covenants imposed by financial institutions or lenders. These covenants may include, amongst others, restrictions to pay dividends or requirements to dedicate a substantial portion of its cash flow from operations to the payment of its debt. All these restrictions will reduce the availability of the Group's cash flow to fund capital expenditures, working capital and other general corporate purposes and limit its flexibility in planning for, or reacting to, changes in its business and industry. The Group may also face difficulty in obtaining funding for capital expenditures through banks or capital markets.

Factors that could affect the Group's ability to procure financing include market disruption, interest rates and availability of funding sources. Failure to obtain financing on a timely basis, or at all, may cause the Group to forfeit or forgo various business opportunities, which in turn will limit its expansion and growth and consequently affect the Group's ability to compete in its industry, hence adversely affecting the Group's financial performance and financial condition. Failure to obtain financing on attractive terms may result in increased financing costs and may adversely affect the Group's financial performance and financial condition.

The Group is exposed to variation in interest rates

The Group finances its fleet of vessels partly by bank borrowings at floating interest rates. As at 30 September 2017, the Group has total bank borrowings amounting to approximately US$336.0 million. The Group is exposed to interest rate risk since its bank borrowings are unhedged by interest rate swaps. Consequently, interest rate increases could have an adverse impact on the Group's business, results of operations and financial condition.

The Group's business will be dependent on key personnel for its operations and profitability

The success of the business will be dependent on the commitment of its key management and key executives and the Group's ability to identify, recruit, train and retain qualified employees for technical, marketing and managerial positions. The competition for such employees is likely to be intense, and the loss of the services of one (1) or more of these individuals without adequate replacements or the inability to attract new qualified personnel at a reasonable cost would have a material adverse effect on the Group. The loss of the Group's key management and key executives without suitable and timely replacements will have an adverse impact on the Group's operations and future performance.

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 in the bank or 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. For example, following the referendum held on 23 June 2016 where the United Kingdom voted to leave the European Union, it is expected that there will be a period of economic uncertainty.

Terrorist attacks, armed conflicts, increased hostilities and other acts of violence or war around the world may adversely affect the regional and global financial markets. The occurrence of any of these events may result in a loss of business confidence, which could potentially lead to an economic recession and have an adverse effect on the Group's business, results of operations and financial condition.

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 the future for these or other reasons, the Group's business, financial condition, results of operations and prospects may be adversely affected.

The Group's vessels are subject to natural disasters

The Group's vessels are subject to weather and environmental conditions. Adverse changes in weather and environmental conditions, such as the occurrence of typhoons, tsunami and earthquakes in the areas where the Group operates may cause damage to its vessels.

Damage to the Group's vessels caused by natural disasters will result in downtime of its vessels as its vessels will have to be sent for extensive servicing or repairs instead of being utilised for its operations. The Group's operations may experience disruption if there is a significant downtime in any of its vessels when it is operating at or close to maximum capacity. This may have an adverse impact on its revenue and profits and its financial position.

The Group's vessels may be arrested or detained under certain circumstances

The Group's vessels are chartered by customers operating in various countries and are governed by the applicable laws of these jurisdictions. Crew members, suppliers of goods and services to a vessel, shippers of cargo and other parties may be entitled to maritime liens against that vessel (and, in some jurisdictions, any associated vessel owned or controlled by the same owner) for unsatisfied debts, claims or damages. In many jurisdictions, a maritime lienholder may enforce its lien by arresting a vessel and commencing foreclosure proceedings. This would apply even if vessels in the Group's fleet of vessels are chartered out (whether on a bareboat charter basis or otherwise).

In addition, the vessels that has been sourced but not yet supplied to the Group's customers may be arrested or detained upon certain events such as where the vessels collide with and cause damage to other vessels or properties, or where a claim for loss of life or personal injury involving the vessels arise.

In the event that one (1) or more of the vessels of the Group's vessels is arrested or detained, it could result in the Group paying a substantial sum of money to have the arrest lifted. In this respect, unless the Group takes timely actions to intervene in these proceedings, the Group's business, financial performance and financial condition may be adversely affected.

The Group is exposed to credit risks and risks arising from credit terms extended to its customers

The Group's business will be exposed to payment delays and/or defaults by customers who are granted credit terms. Generally, the Group extends a credit term of 30 days to its customers. The Group's business is exposed to credit risks due to the inherent uncertainties in the customers' business environment. Such risks include political, social, legal, economic and foreign exchange risks, as well as those arising from unforeseen events or circumstances. There is hence no guarantee on the timeliness of the customers' payments or whether they will be able to fulfill their payment obligations. Any inability on the part of the Group's customers to meet their payment obligations to the Group in a timely fashion or at all may have an adverse effect on the Group's operating cash flow and financial condition.

RISKS RELATING TO LAWS AND REGULATIONS

The Group may be adversely affected if it is unable to maintain its existing licences, permits or approvals

The Group is required to have certain licences, permits and approvals to conduct its operations. In future, the Group may be required to renew such permits or obtain new permits and approvals. There is no assurance that the Group will be able to renew or obtain such licences, permits or approvals in the timeframe anticipated by the Group, or at all. Any failure to renew, maintain or obtain the required licences, permits or approvals, or the revocation or suspension of the licences, permits or approvals of any of the companies in the Group or the imposition of any penalties, whether as a result of any infringement of any regulatory requirements or otherwise, may result in the interruption of, or delay to, the operations of the Group and may have an adverse impact on the Group's business and results of operations.

The Group is subject to various international conventions governing the shipping industry

The Group is subject to various conventions under the International Maritime Organisation (the "**IMO**"). Compliance with such conventions adds to the cost of operations. From time to time, the IMO may adopt new conventions which the Group's vessels need to comply with. If such conventions become more stringent in the future and/or additional compliance procedures are introduced, the Group's cost of operations may increase. If it is unable to comply with such conventions, its vessels may not be allowed to operate. This will have an adverse effect on its business, results of operations and financial condition.

The Group is subject to appraisal and certification standards issued by independent certification authorities

Pursuant to the International Safety Management Code (the "**ISM Code**"), companies which have complied with the requirements of the ISM Code are issued with a Document of Compliance (by the relevant government authority of the jurisdictions in which their vessels are registered) in respect of each vessel that has complied with the requirements of the ISM Code. The Group's vessels are also subject to assessment by independent certification organisations for compliance with the requirements of international conventions for the prevention of pollution from ships.

The relevant authorities and certification organisations have the right to conduct inspections of the Group's vessels to ensure that the Group continues to comply with the relevant standards. Any material failure to comply with the standards or any changes in the standards which are implemented from time to time may cause the Group's certifications to be withdrawn. The Group's customers in the offshore oil and gas industry typically require the vessels which the Group provides to bear certain certifications. If the certifications are withdrawn, the Group would not be able to meet the requirements of its customers. This will adversely affect the Group's business, results of operations and financial condition.

The Group is affected by changes in the tax law in Singapore which is applicable to income from the Group's vessels registered under the Singapore flag

As at the Latest Practicable Date, 17 of the Group's vessels are registered in Singapore. Pursuant to Section 13A of the Income Tax Act (Chapter 134) of Singapore, income derived from the operation of the Group's Singapore-flagged vessels in international waters is exempted from income tax in Singapore. Any changes in the current tax law in Singapore applicable to the taxation of shipping income may adversely affect the amount of income tax payable by the Group and may have an adverse impact on its financial results.

The Group is subject to changes in the tax rules or interpretations by the local tax authorities in the jurisdictions that the Group operates in

The Group's operations outside of Singapore are subject to the laws, regulations and policies of the various jurisdictions, including routine and special audits by the local tax authorities. Changes in the tax rules or interpretations by the local tax authorities in relation to the Group's operations (which may or may not have retrospective effect) may have a significant impact on the Group's tax exposure. While the Group may seek tax advice opinions from time to time in relation to its operations, there is no assurance that a tax position adopted (with or without a tax opinion) will not be successfully challenged by the tax authorities in those jurisdictions in which the Group may operate in. In such an event, the Group may be exposed to tax liabilities such as underpaid tax as well as penalties, which may adversely affect the Group's business, results of operations and financial position.

Some of these laws and regulations may expose the Group to liability for the conduct of or conditions caused by others, or for the Group's acts, even if such acts had complied with all applicable laws at the time of performance, and the Group may be required to pay significant fines and penalties in the event of non-compliance. In the event of a tightening of the regulatory regime (whether through the introduction of new laws or regulations, amendments to existing laws or regulations, an increase in enforcement actions or otherwise), the Group's business activities may be curtailed or restricted, thereby affecting its business, results of operations and financial condition.

In addition, changes to laws or regulations in the jurisdictions in which the Group operates may require the Group to modify its facilities or operations or incur capital expenditure and other expenses that could have an effect on the Group's operating results. In the event that the relevant laws or regulations in any of the jurisdictions in which the Group operates are changed, no assurance can be given that the ensuing steps taken by the Group to comply with such new laws or regulations will not have a material adverse effect on its business, results of operations and financial condition.

The Group is subject to various international and local environmental protection laws and regulations

The Group is required to ensure that its operations are in compliance with the relevant environmental legislation governing its activities in each of the jurisdictions in which the Group operates. The Group's business relies on charter income for its revenue. In certain cases, for example where changes in governmental safety or environmental laws or regulations require alterations and/or additions to the Group's vessels to ensure that such vessels are compliant with these regulations, or where such vessels are required to undergo heavier than expected maintenance, modification and/or retrofitting or special survey, the Group's vessels may be out of service for long periods of time, which may result in the revenue and profits of the Group being materially and adversely affected.

The Group's operations are also subject to laws and regulations that relate directly or indirectly to the oil and gas and offshore marine industries, including those relating to the discharge of oil or other contaminants into the environment and protection of the environment. The Group is required by its customers, governments and regulatory agencies to maintain health, safety and environmental standards in the course of providing its services. In the event of any changes in these standards, the Group may have to incur additional expenses to comply with the new standards. Any failure to maintain standards may result in the cancellation of the Group's present contracts, the Group not being awarded new contracts or regulatory authorities imposing fines, penalties and sanctions on the Group, revoking its licences and permits or prohibiting the Group from continuing its operations, each of which could have an adverse effect on the Group.

A failure to maintain health, safety and environmental standards could also result in injuries, death, damage to property and to the environment, and liability and damage to the Group's reputation, which may adversely affect the Group's business, results of operations and financial condition. Environmental protection laws and regulations may also have the effect of curtailing offshore exploration, development and production activities by the Group's customers. This would reduce the demand for the Group's services, which would have an adverse impact on the Group's business, results of operations and financial condition. In addition, some environmental laws impose joint and several "strict liability" for cleaning up spills and releases of oil and hazardous substances, regardless of whether the Group was negligent or at fault.

In the event of a tightening of the environmental regulatory regime (whether through the introduction of new laws or regulations, amendments to existing laws or regulations, an increase in enforcement actions or otherwise), the Group's business activities may be curtailed or restricted, thereby affecting its results of operations.

The Group may be affected by cabotage laws and regulations imposed by governmental authorities in international markets and may not be able to enter or continue to operate in affected markets

The Group's ability to operate in and/or enter into certain markets may also be adversely affected by cabotage regulations in the countries where its vessels operate. Cabotage regulations for vessels may require, amongst others, the awarding of contracts to local contractors, the employment of local citizens, the purchase of supplies from local vendors that favour or require local ownership and the flagging of vessels to the country in which it operates.

The Group may be involved in legal and other proceedings from time to time

The Group is exposed to legal claims from regulators, customers or third parties. Across its operations, it may be involved in various legal disputes. These disputes may lead to legal and other proceedings and may cause it to suffer additional costs and operational delays. In the event that such proceedings are resolved in favour of other parties against the Group, there may be an adverse impact on its business, result of operations, financial condition and its level of distributable income.

RISKS RELATING TO THE SHARES, THE RIGHTS SHARES, THE WARRANTS AND THE NEW SHARES

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, amongst others:

- quarterly variations in the Group's operating results;
- changes in financial estimates and recommendations by securities analysts;
- the operating and stock price performance of other companies in the offshore industry;
- additions or departures of key personnel;
- fluctuations in stock market prices and volume;
- involvement in litigation;
- general economic, political and regulatory environment in the markets that the Group operates in; and
- Other events or factors described in this Offer Information Statement.

This volatility may adversely affect the price of the Shares, including the Rights Shares, regardless of the Group's operating performance.

Shareholders who do not or are not able to accept their provisional allotments 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 an Entitled Shareholder sells his Rights Shares with Warrants, or such Rights Shares with Warrants 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.

Foreign Shareholders should note that if it is practicable to do so, the Company may, at its absolute discretion, arrange for provisional allotments of Rights Shares with Warrants which would otherwise have been provisionally allotted to Foreign Shareholders, to be sold "nil-paid" on Catalist as soon as practicable after dealings in the provisional allotments 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 expenses to be incurred in relation thereto. In addition, where the amount of net proceeds to be distributed 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 or persons acting to the account or benefit of any such persons shall have any claim whatsoever against the Company, the Sponsor, the Share Registrar or CDP and their respective officers in connection therewith.

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.

No assurance that an active market for the Shares will develop after the Rights cum Warrants Issue

There is also no assurance that the market price for the Rights Shares with Warrants will not decline below the Issue Price after the Rights cum Warrants Issue. Volatility in the trading price of the Shares may be caused by factors outside the Company's control and may be unrelated to its operating results. Shareholders should note that the Shares trade in board lots of 100 Shares. Following the Rights cum Warrants Issue, Shareholders who hold odd lots of the Rights Shares with Warrants and who wish to trade in odd lots on Catalist should note that there is no assurance that they will be able to acquire such number of Rights Shares with Warrants issued pursuant to the Rights cum Warrants Issue, to make up one (1) board lot of 100 Rights Shares with Warrants or to dispose of their odd lots (whether in part or whole) on Catalist. Further, Entitled Shareholders who hold odd lots of less than 100 Rights Shares with Warrants may experience difficulty and/or have to bear disproportionate transaction costs in disposing of odd lots of their Rights Shares with Warrants.

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.

The Warrants may not be listed on SGX-ST

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

If the Warrants are not sufficiently subscribed, it may not meet the spread of holdings of at least 100 warrantholders. 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 Catalist but the Company shall nevertheless proceed with and complete the Rights cum Warrants Issue.

An active trading market for the Warrants may not develop

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 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.

Warrants may expire and become worthless

The Warrants issued pursuant to the Rights cum Warrants Issue are limited by their Exercise Period. In the event that the Warrants are not exercised by the end of the Exercise Period, they will expire and be worthless to the holder thereof.

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. 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. 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. There is no profit forecast disclosed.

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. 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. 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 or as may have been publicly announced by the Company via SGXNET, the Directors are not aware of any event which has occurred since 30 September 2017 up to the Latest Practicable Date which may have a material effect on the financial position and results of the Group.

Meaning of "published"

16. In this Part, "published" includes publication in a prospectus, in an annual report or on the SGXNET.

Noted.

DISCLOSURE REQUIREMENTS UNDER THE 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 is S$0.016 for each Rights Share, payable in full upon acceptance and application, with one (1) Rights Share for every one (1) existing Share held by each Entitled Shareholder as at the Books Closure Date, with two (2) free detachable Warrants for every one (1) Rights Share subscribed, fractional entitlements to be disregarded.

Each Warrant will, subject to the terms thereof, carry the right to subscribe for one (1) New Share at the Exercise Price during the Exercise Period. The Exercise Price is S$0.016 for each New Share, payable in full upon exercise of the Warrants (subject to adjustments under certain circumstances as provided in the Deed Poll).

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.

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 currently, and the Rights Shares and New Shares will be, traded on Catalist.

There is no established market for the Warrants. The Exercise Price of S$0.016 for each New Share was determined by the Company, after taking into consideration, amongst others, the market price of the Shares and the Exercise Period of the Warrants.

The Exercise Price of S$0.016 for each New Share represents:

(a) a discount of 23.8%, 40.7%, 54.3% and 61.0% to the VWAP of the Shares for the 1-month, 3-month, 6-month and 1-year periods prior to the 6 September Announcement respectively;

(b) a discount of 20.0% to the VWAP of the Shares of approximately S$0.020 for the period after the release of the 6 September Announcement and up to the date of the 6 July Announcement; and

(c) a premium of 14.3% over the VWAP of the Shares of approximately S$0.014 for the period after the release of the 6 July Announcement and up to the date of the 6 November Announcement;

The Exercise Price is equivalent to the last transacted price of the Shares of S$0.016 for Shares traded on Catalist on 3 November 2017, being the last traded price prior to the 6 November Announcement and a premium of 23.1% over the last transacted price of S$0.013 on the Catalist on the Latest Practicable Date.

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.

Not applicable as none of the Shareholders has pre-emptive rights to subscribe for or purchase 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 section entitled "**Eligibility of Shareholders to Participate in the Rights cum Warrants Issue**" 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.

(a) The price range and volume of the Shares traded on the SGX-ST over the last 12 months immediately preceding the Latest Practicable Date and for the period from 1 November 2017 to the Latest Practicable Date are as follows:

	Price range		Volume
	Low (S$)	High (S$)	('000)
November 2016	0.016	0.020	121,426
December 2016	0.017	0.021	148,007
January 2017	0.018	0.020	127,117
February 2017	0.018	0.025	711,721
March 2017	0.019	0.022	191,170
April 2017	0.019	0.022	77,622
May 2017	0.016	0.020	132,875
June 2017	0.014	0.019	94,995
July 2017	0.014	0.016	168,408
August 2017	0.011	0.015	102,672
September 2017	0.011	0.013	75,340
October 2017	0.013	0.017	181,945
1 November 2017 to the Latest Practicable Date	0.012	0.019	350,665

Source: Bloomberg L.P.(1)

Note:

(1) Bloomberg L.P. has not consented to the inclusion of the price range of Shares quoted under this paragraph for the purposes of Section 249 and Section 277 of the SFA and is therefore not liable for such information under Sections 253 and 254 of the SFA. The Company has included the above price range in its proper form and context in this Offer Information Statement and has not verified the accuracy of such information. The Company is not aware of any disclaimers made by Bloomberg L.P. in relation to the above information.

(b) Not applicable. The Shares have been listed for quotation on Catalist for more than 12 months immediately preceding the Latest Practicable Date.

(c) There has been no significant trading suspension of the Shares on Catalist during the three (3) years immediately preceding the Latest Practicable Date.

(d) Please refer to paragraph 4(a) of this Part VI for the volume of Shares traded during each of the last 12 calendar months immediately preceding the Latest Practicable Date and for the period from 1 November 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.

The Rights Shares and the New Shares (when issued on the exercise of the Warrants), will rank *pari passu* in all respects with the then existing Shares, save for any dividends, rights, allotments or other distributions that may be declared or paid, the Record Date for which falls before the date of issue of the Rights Shares or before the date of exercise of the Warrants (as the case may be).

The Warrants to be issued under the Rights cum Warrants Issue are not identical to any securities already issued by the Company. Each Warrant entitles the Warrantholder thereof to subscribe for one (1) New Share at the Exercise Price, subject to the terms and conditions set out in the Deed Poll. Please refer to paragraph 1 of Part X of this Offer Information Statement and Appendix A to this Offer Information Statement for information on the rights, preferences and restrictions attached to the Warrants. The Rights Shares, the Warrants and the New Shares will be issued pursuant to the specific approval given by Shareholders at the EGM held on 25 November 2017 and the resolutions of the Board dated 9 November 2017.

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.

Basis of Provisional Allotment

The Rights Shares with Warrants will be provisionally allotted to Entitled Shareholders on the basis of one (1) Rights Share for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, with two (2) free detachable Warrants for every one (1) Rights Share subscribed, fractional entitlements to be disregarded.

Entitled Shareholders will be at liberty to accept (in full or in part), decline, or renounce or trade their provisional allotments of the Rights Shares with Warrants and will be eligible to apply for Excess Rights Shares with Warrants.

Fractional entitlements to the Rights Shares with Warrants will be disregarded in arriving at the Entitled Shareholders' provisional allotments of Rights Shares with Warrants 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.

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 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, the Company will, if necessary, scale down the subscription for the Rights Shares by any of the Shareholders and/or Warrantholders to avoid placing the relevant Shareholder and/or Warrantholders 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.

Foreign Shareholders

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 section entitled "**Eligibility of Shareholders to Participate in the Rights cum Warrants Issue**" of this Offer Information Statement for further details.

The Rights Shares with Warrants are not offered through any broker or dealer.

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

Not applicable. The Rights cum Warrants Issue is not underwritten.

DISCLOSURE REQUIREMENTS UNDER THE 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. No statement or report made by 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. No statement or report made by an expert is included 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. No statement or report made by an expert is included 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.

Not applicable. There is no issue manager or underwriter to the offer.

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.

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

Save as disclosed in this Offer Information Statement and in the public announcements made by the Company via SGXNET, and to the best of their knowledge, 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.

DISCLOSURE REQUIREMENTS UNDER THE 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 renouncee 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 4,483,061,385 Rights Shares (with up to 8,966,122,770 free detachable Warrants) to be issued.
Basis of Provisional Allotment	:	One (1) Rights Share for every one (1) existing Share held by each Entitled Shareholder as at the Books Closure Date, with two (2) free detachable Warrants for every one (1) Rights Share subscribed, fractional entitlements to be disregarded.
Issue Price	:	S$0.016 for each Rights Share, payable in full on acceptance and/or application.
Status of Rights Shares	:	The Rights Shares are payable in full upon acceptance and/or application and will, upon allotment and issue, rank *pari passu* in all respects with the then existing Shares, save for any dividends, rights, allotments or other distributions that may be declared or paid, the Record Date for which falls before the date of issue of the Rights Shares.
Eligibility to participate in the Rights cum Warrants Issue	:	Please refer to the section entitled "**Eligibility of Shareholders to Participate in the Rights cum Warrants Issue**" of this Offer Information Statement.
Listing of the Rights Shares	:	The Company had, on 3 October 2016, announced its receipt of the 2016 LQN, subject to certain conditions as set out in the 2016 LQN. In view of the increase in size of the Rights cum Warrants Issue and the change in the issue price of each Rights Share and the exercise price of each New Share upon the exercise of each Warrant, the Company had made a fresh application to the SGX-ST, through its Sponsor, for the permission to deal in and for the listing and quotation of 4,483,061,385 Rights Shares, 8,966,122,770 Warrants and 8,966,122,770 New Shares on Catalist.

On 21 November 2017, the Company received the 2017 LQN from the SGX-ST for the listing and quotation of 4,483,061,385 Rights Shares, 8,966,122,770 Warrants and 8,966,122,770 New Shares on Catalist, subject to certain conditions as set out in the 2017 LQN.

Please note that the 2016 LQN and the 2017 LQN granted by the SGX-ST for the listing and quotation of the Rights Shares, the Warrants and the New Shares on Catalist are not an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the New Shares, the Company, its subsidiaries and their securities.

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

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 the Rights Shares with Warrants on the SGX-ST during the provisional allotment trading period prescribed by SGX-ST and will be eligible to apply for the Excess Rights Shares with Warrants.

Provisional allotments of Rights Shares with Warrants, which are not taken up or allotted for any reason, shall be aggregated and allotted to satisfy applications for Excess Rights Shares with Warrants (subject to availability), or disposed or otherwise dealt with in such manner 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 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, will rank last in priority. The Company will also not make any allotment and issuance 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.

The procedures for acceptance, payment and excess application by Entitled Depositors and the procedures for acceptance, payment, splitting, renunciation and excess application by Entitled Scripholders are set out in this Offer Information Statement.

Scaling Down	:	Depending on the level of subscription for the Rights Shares with Warrants, 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 entitlement of Rights Shares with Warrants and/or apply for Excess Rights Shares with Warrants) 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 entitlements fully.
Use of CPF Funds/SRS Funds	:	CPFIS Members who wish to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants can only do so using their CPF Funds, subject to applicable CPF rules and regulations. Such CPFIS Members will need to instruct their respective approved CPF Agent Bank, to accept their provisional allotment of Rights Shares with Warrants and (if applicable) apply for the Excess Rights Shares with Warrants on their behalf in accordance with the terms and conditions of this Offer Information Statement. In the case of insufficient CPF Funds or stock limit, CPFIS Members can top-up cash into their CPF Investment Accounts before instructing their respective CPF Agent Bank to accept their provisional allotment of Rights Shares with Warrants and (if applicable) apply for the Excess Rights Shares with Warrants. CPFIS Members are advised to provide their respective approved CPF Agent Bank with appropriate instructions early in order for their CPF Agent Bank to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. Any applications made directly through CDP, the Share Registrar, the Company and/or by way of Electronic Applications will be rejected. For the avoidance of doubt, CPF Funds may not be used for the purchase of Rights Shares with Warrants directly from the market. SRS Members who wish to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants can only do so, subject to applicable SRS rules and regulations, using their SRS Funds. SRS Members who wish to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares using SRS Funds, must instruct the relevant SRS Approved Banks to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants on their behalf. Any acceptance and/or application made directly through CDP, the Share Registrar, the Company and/or by way of Electronic Applications will be rejected. For the avoidance of doubt, SRS Funds may not be used for the purchase of Rights Shares directly from the market.

ANY APPLICATIONS MADE BY THE ABOVEMENTIONED ENTITLED SHAREHOLDERS DIRECTLY TO CDP, THE SHARE REGISTRAR, THE COMPANY AND/OR THROUGH ELECTRONIC APPLICATIONS WILL BE REJECTED.

Underwriting	:	The Rights cum Warrants Issue will not be underwritten.
Governing law	:	Laws of the Republic of Singapore.

Principal Terms of the Warrants

Number of Warrants	:	Up to 8,966,122,770 Warrants to be issued free together with the Rights Shares.
Basis of Allotment	:	Two (2) free detachable Warrants for 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 Catalist under the book-entry (scripless) settlement system, upon the listing and quotation of the Warrants on Catalist, subject to, amongst others, 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 New Shares	:	The Company had, on 3 October 2016, announced its receipt of the 2016 LQN, subject to certain conditions as set out in the 2016 LQN. In view of the increase in size of the Rights cum Warrants Issue and the change in the issue price of each Rights Share and the exercise price of each New Share upon the exercise of each Warrant, the Company had made a fresh application to the SGXST, through its Sponsor, for the permission to deal in and for the listing and quotation of 4,483,061,385 Rights Shares, 8,966,122,770 Warrants and 8,966,122,770 New Shares on Catalist. On 21 November 2017, the Company received the 2017 LQN from the SGX-ST for the listing and quotation of 4,483,061,385 Rights Shares, 8,966,122,770 Warrants and 8,966,122,770 New Shares on Catalist, subject to certain conditions as set out in the 2017 LQN. Please note that the 2016 LQN and the 2017 LQN granted by the SGX-ST for the listing and quotation of the Rights Shares, the Warrants and the New Shares on Catalist are not an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the New Shares, the Company, its subsidiaries and their securities.

Shareholders should note that the Warrants may not be listed and quoted on Catalist in the event that there is an insufficient spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants. As a guide, the SGX-ST expects at least 100 warrantholders for a class of company warrants. In the event that permission is not granted by the SGX-ST for the listing and quotation of the Warrants on Catalist due to an insufficient spread of holdings to provide for an orderly market in the trading of the Warrants, Warrantholders will not be able to trade their Warrants on Catalist but the Company shall, nevertheless, proceed with and complete the Rights cum Warrants Issue. However, if the warrantholders exercise their rights, subject to the terms and conditions of the Warrants, to convert their Warrants into New Shares, such New Shares will be listed and quoted on Catalist.

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 Warrantholder, at any time during the Exercise Period, to subscribe for one (1) New Share at the Exercise Price in force on the relevant date of exercise of the Warrants.
Exercise Price	:	S$0.016 for each New Share.
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 second (2nd) 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 are/is closed or is not a Market Day, in which event the Exercise Period shall expire on the date prior to the closure of the Register of Members and/or Register of Warrantholders or on the immediately preceding Market Day, as the case may be (but excluding such period(s) during which the Register of Members and/or Register of Warrantholders may be closed), subject 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. Such notice shall be delivered by post to the address of the relevant Warrantholders.

Mode of payment for exercise of Warrants : Warrantholders who exercise their Warrants must pay the Exercise Price by way of:

(a) 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

(b) by debiting the relevant Warrantholder's CPF Investment Account with the specified CPF Approved Bank, for the credit of the Company, for the full amount of the Exercise Price payable in respect of the Warrants exercised,

for the full amount of the Exercise Price payable in respect of the Warrants exercised.

For the avoidance of doubt, in the event that RHCL exercises any of the Warrants that are issued to RHCL arising from the Rights cum Warrants Issue, it is the understanding between the Company and RHCL that RHCL may set-off the Exercise Price of the Warrants against the RHCL Advances as settlement of the RHCL Advances, instead of payment in cash in accordance with the terms set out above. The election of the above set-off is subject to the mutual consent of the Company and RHCL and valid to the extent of any RHCL Advances subsisting as at the time of the exercise of the Warrants by RHCL and shall be carried out in accordance with the RHCL SOSA.

For the avoidance of doubt, in the event that SHL exercises any of the Warrants that are issued to SHL arising from the Rights cum Warrants Issue, such exercise shall be in accordance with the SHL SOSA.

Adjustments : The Exercise Price and/or the number of Warrants to be held by each Warrantholder will, after their issue, be subject to adjustments under certain circumstances provided for in the terms and conditions of the Warrants as set out in the Deed Poll. 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 issued under the Rights cum Warrants Issue 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.

The terms and conditions of the Warrants (which include the provisions in connection with the adjustments to the Exercise Price and number of Warrants) are set out as Appendix A to this Offer Information Statement.

Status of New Shares : The New 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 for 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.

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 is:

(a) is not materially prejudicial to the interests of the Warrantholders;

(b) 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 the SGX-ST; or

(c) to vary or replace provisions relating to the transfer or exercise of the Warrants, including the issue of New 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 Catalist.

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.

For the avoidance of doubt, the Company may not extend the Exercise Period of an existing Warrant or issue a new Warrant to replace an existing Warrant.

Transfer and Transmission : The Warrants shall be transferable in lots entitling Warrantholders to subscribe for whole numbers of New 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, amongst others, the following:

(i) Warrants not registered in the name of CDP – a Warrantholder whose Warrants are registered otherwise than in the name of 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 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 Company and 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 the death of one (1) or more of several such joint Warrantholders, 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 the Warrants registered in the name of a deceased Warrantholder. Such persons shall, on producing to the Company and the Warrant Agent such evidence as may be reasonably required by the Company and 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 Warrantholder 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 Warrantholder 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 a special resolution), the Warrantholders may 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 terms and conditions of the Deed Poll of the passing of any such resolution within seven (7) 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.
Warrant Agent	:	Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.).
Governing Law	:	Laws of the Republic of Singapore.

(b) The last date and time for the splitting of the provisional allotment of the Rights Shares with Warrants is on 15 December 2017 at 5.00 p.m.

(c) The last date and time for acceptance of and payment for the Rights Shares with Warrants through CDP or the Share Registrar is on 21 December 2017 at 5.00 p.m. (9.30 p.m. for Electronic Applications). Please refer to the section entitled "**Expected Timetable of Key Events**" of this Offer Information Statement for more information.

(d) The last date and time for acceptance of and payment by the renouncees for the Rights Shares with Warrants is on 21 December 2017 at 5.00 p.m.. Please refer to the section entitled "**Expected Timetable of Key Events**" of this Offer Information Statement for more information.

Entitled Depositors who wish to renounce their provisional allotments of Rights Shares with Warrants in favour of a third party should note that CDP requires at least three (3) Market Days to effect such renunciation. As such, Entitled Depositors who wish to renounce are advised to do so early to allow sufficient time for the renouncee to accept his provisional allotment of Rights Shares with Warrants.

(e) The terms and conditions of the Rights cum Warrants Issue are set out in this Offer Information Statement, including **Appendices A to D** to this Offer Information Statement, 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

As at the Latest Practicable Date, RHCL has a direct interest in 672,000,000 Shares (the "**Existing RHCL Shares**"), representing approximately 15.0% of the Existing Share Capital, which is registered in the name of its nominee, DBS Nominees Pte Ltd.

On 24 May 2017, the Company and RHCL entered into the RHCL SOSA to govern the participation of RHCL in the Rights cum Warrants Issue and the set-off and settlement of amounts owing by the Company to RHCL. Under the terms of the RHCL SOSA, RHCL has undertaken that it will, subject to the fulfillment or waiver of the RHCL SSA Conditions Precedent, subscribe in full for its *pro rata entitlement* of Right Shares with Warrants, and subject to availability, Excess Rights Shares with Warrants, in excess of RHCL's provisional allotment under the Rights cum Warrants Issue.

In addition to the above, RHCL has also undertaken, amongst others,

(a) and subject to the terms of the RHCL SOSA (including the fulfilment or waiver of the RHCL SSA Conditions Precedent), it will undertake the RHCL Warrants Exercise within 10 Business days after the commencement of the Exercise Period, insofar as the RHCL Actual Exercise Amount payable on such exercise is equivalent to or does not exceed the S$ equivalent of the RHCL Balance Advances (as defined in the RHCL SOSA); and

(b) RHCL will not, commencing from the date of the RHCL SOSA, sell, transfer or otherwise dispose of, any interest in the Existing RHCL Shares, such that RHCL's direct and/or indirect interest in the Company as at the Books Closure Date shall not be less than the Existing RHCL Shares.

The RHCL SOSA Undertaking is subject to and conditional upon the following:

(a) to the extent required by the constitutional documents of RHCL and such laws as may be applicable to RHCL, the approval of the shareholders of RHCL for such RHCL SOSA Undertaking being obtained at an extraordinary general meeting to be convened by RHCL, and such shareholders' approval remaining in full force and effect and not having been revoked or varied;

(b) the RHCL SOSA Undertaking not being prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any statute, law, order, rule, regulation, ruling, directive, decision or request promulgated or made, whether or not having the force of law, by any court or legislative, executive or regulatory body or authority (including without limitation the SGX-ST);

(c) the Rights cum Warrants Issue being undertaken by the Company on the same terms as those set out in the Circular, as amended by the terms set out in the SHL SOSA and RHCL SOSA;

(d) the approval by the SGX-ST for the listing and quotation of the Rights Shares, the Warrants and the New Shares to be issued upon the exercise of the Warrants, on the Catalist board of the SGX-ST, being granted and remaining in full force and effect;

(e) in the event that trading in the Shares shall at any time prior to the closing date of the Rights cum Warrants Issue, or such other date as the Company and RHCL may mutually agree in writing (the "**Long Stop Date**"), be suspended for any reason whatsoever, such suspension being lifted on or before the Long Stop Date or in the event the lifting of such suspension is subject to conditions prescribed by the SGX-ST, such conditions being fulfilled before the Long Stop Date;

(f) the Whitewash Waiver granted by the Council remaining valid and in full force and effect; and

(g) the approval of the Independent Shareholders being obtained for the Whitewash Resolution at the EGM.

(collectively, the "**RHCL SSA Conditions Precedent**")

As at the Latest Practicable Date, all the RHCL SSA Conditions Precedent have been satisfied.

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

No underwriting commitment has been arranged with any financial institution for the Rights cum Warrants Issue. In view of the RHCL SOSA Undertaking (subject to the terms of the RHCL SOSA (including the fulfillment or waiver of the RHCL SSA Conditions Precedent)), and after taking into consideration the cost of engaging an underwriter and having to pay commission in relation to such underwriting, the Company has decided to proceed with the Rights cum Warrants Issue on a non-underwritten basis. The Board is of the opinion that there is no minimum amount which must be raised from the Rights Cum Warrants Issue taking into consideration the intended use of proceeds.

1. Provide a review of the working capital for the last three financial years and the latest half year, if applicable.

The working capital of the Group for FY2014, FY2015, FY2017 and HY2017/18 are set out below:

	FY2014 (US$'000) (Audited)	FY2015 (US$'000) (Audited)	FY2017 (US$'000) (Audited)	HY2017/18 (US$'000) (Unaudited)
Total Current Assets	178,838	465,287	297,277	307,888
Total Current Liabilities	206,908	372,691	267,111	262,639
Net Working Capital	(28,070)	92,596	30,166	45,249

A review of the working capital of the Group as at 31 December 2014, 31 December 2015, 31 March 2017 and 30 September 2017 is set out below:

FY2015 compared to FY2014

The Group registered a positive working capital position of approximately US$92.6 million as at 31 December 2015, representing an increase of approximately US$120.7 million from the negative working capital position of approximately US$28.1 million as at 31 December 2014. This was mainly due to an increase in current assets of approximately US$286.4 million.

Total current assets increased by approximately US$286.4 million from approximately US$178.8 million as at 31 December 2014 to approximately US$465.3 million as at 31 December 2015 due mainly to the transfer of vessels pursuant to the Group's refinancing exercise. Total current liabilities increased by approximately US$165.8 million from approximately US$206.9 million as at 31 December 2014 to approximately US$372.7 million as at 31 December 2015 due mainly to the reclassification of the notes payable that are due in April and November 2016 respectively.

FY2017 compared to FY2015

The Group registered a positive working capital position of approximately US$30.2 million as at 31 March 2017, representing a decrease of approximately US$62.4 million from the positive working capital position of approximately US$92.6 million as at 31 December 2015. This was mainly due to a decrease in current assets of approximately US$168.0 million.

Total current assets decreased by approximately US$168.0 million from approximately US$465.3 million as at 31 December 2015 to approximately US$297.3 million as at 31 March 2017 due mainly to the recognition of non-recurring asset held for sale of approximately US$115.3 million as at 31 December 2015 coupled with the Group's concerted efforts in the collection of outstanding receivables in FY2017. Total current liabilities decreased by approximately US$105.6 million from approximately US$372.7 million as at 31 December 2015 to approximately US$267.1 million as at 31 March 2017 due mainly to the repayment of approximately US$122.3 million of notes payable in the current year and restructuring of certain term loans of approximately US$163.2 million that resulted in reclassification of certain balance of these loans from current liabilities to non-current liabilities in FY2017. This decrease was however negated by an increase in liabilities from the acquisition of Holmen Group on 1 April 2016.

HY2017/18 compared to FY2017

The Group continued to achieve a positive working capital position of US$45.2 million as at 30 September 2017, an improvement of US$15.1 million as compared to the positive working capital of US$30.2 million as at 31 March 2017.

This improvement is largely driven by the profit contribution for the half year ended 30 September 2017.

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 Catalist Rules.

(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.

(i) For information required under Rule 832(1) to Rule 832(8) of the Catalist Rules, please refer to (i) paragraph 1 of the Section entitled "Part X - Additional Information Required For Offer Of Securities By Way Of Rights Issue" of this Offer Information Statement; and (ii) Appendix A to this Offer Information Statement.

For information required under Rule 832(9) of the Catalist Rules, please refer to paragraph 3 of the Section entitled "Part IV – The Offer and Listing" of this Offer Information Statement.

For information required under Rule 829(10) of the Catalist Rules, please refer to paragraphs 2 and 5 of the Section entitled "Part V - Operating And Financial Review And Prospects" of this Offer Information Statement.

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

3. Responsibility Statement

Not applicable.

As provided in Appendix 8A of the Catalist Rules, this requirement is not applicable if the issuer has to comply with the offer information statement requirements in the SFA.

TERMS AND CONDITIONS OF THE WARRANTS

Up to 8,966,122,770 Warrants (as defined below) to subscribe for up to 8,966,122,770 New Shares (as defined below) in the capital of Vallianz Holdings Limited (the "**Company**") are issued subject to and with the benefit of a deed poll (the "**Deed Poll**") dated 1 December 2017 and executed by the Company. The issue of the Warrants was authorised by resolutions in writing of the Board of Directors of the Company passed on 9 November 2017 and a specific approval of shareholders of the Company (the "**Shareholders**") at the extraordinary general meeting held on 25 November 2017.

The statements in these terms and conditions of the Warrants (the "**Conditions**") include extracts of, and are subject to, the detailed provisions of the Deed Poll. 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.

1. DEFINITIONS

1.1 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) New 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 Vallianz Holdings 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;

"**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;

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

"**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 second (2nd) 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$0.016, being the sum payable in respect of each New Share for which a Warrantholder 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;

"**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 Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) 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 does not include a securities sub-account maintained with a Depository Agent;

"**SFA**" means the Securities and Futures Act, Chapter 289 of Singapore, as amended, modified or supplemented from time to time;

"**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 Warrantholders in satisfaction of the Exercise Price in relation to the Warrants exercised by exercising Warrantholders;

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

"**S$**" mean the lawful currency of Singapore;

"**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 Warrantholders and (b) the determination of how many and which Warrants for the time being remain unexercised for the purposes of Condition 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 Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) 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.

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

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;

(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 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.

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 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 Warrantholder, 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 Warrantholder 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, as specified in the Exercise Notice.

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 Warrantholder, (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 Warrantholder 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 Warrantholder in any manner whatsoever. If the relevant payment received by the Warrant Agent in respect of an exercising Warrantholder'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.

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 Warrantholder on (i) the 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 Warrantholder but may only be withdrawn within the abovementioned 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 Warrantholder by ordinary post at the risk and expense of such Warrantholder. 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 Warrantholder.

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

4.5.1 A Warrantholder 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 Warrantholder or, as the case may be, the nominee company of the CPF Approved Bank as specified in the Exercise Notice. A Warrantholder 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 Warrantholder 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 Warrantholder 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 Warrantholder in accordance with the instructions of such Warrantholder as set out in the Exercise Notice and:

(a) where such Warrantholder 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 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 Warrantholder; 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 Warrantholder 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 Warrantholder as specified in the Exercise Notice.

4.5.3 Where a Warrantholder 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 Warrantholder 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 Warrantholder and where such Warrantholder 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 Warrantholders in accordance with Condition 11.

Warrant Agent	:	Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.)
Specified office	:	80 Robinson Road #11-02 Singapore 068898

4.7 Warrant Register

4.7.1 The Warrant Agent will maintain a register containing particulars of the Warrantholders (other than Warrantholders 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 Warrantholder 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 Warrantholders in accordance with Condition 11.

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 Warrantholder (as made available to the Company and/or the Warrant Agent) to ascertain the identity of the Warrantholders, the number of Warrants to which any such Warrantholders 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 Warrantholder 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 Warrantholder 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.

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 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,

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 = existing Exercise Price; and

W = existing number of Warrants held.

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 = 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;

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).

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 = 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);

C = the average of the Last Dealt Prices on the five (5) Market Days immediately before the date on which the Capital Distribution, 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 or, as the case may be, of the offer or invitation;

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

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 = 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 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 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;

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 = existing Exercise Price.

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

B_1 = the aggregate number of issued and fully paid up shares immediately after such consolidation or sub-division or conversion;

P = existing Exercise Price; and

W = existing number of Warrants held,

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;

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 Warrantholders 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 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 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 Warrantholder will be rounded downwards to the nearest whole Warrant. No adjustment to the number of Warrants held by each Warrantholder 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 Warrantholder pursuant to these Conditions is cancelled, revoked or not completed, the Exercise Price or the number of Warrants held by each Warrantholder 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 Warrantholder 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 Warrantholder 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 Warrantholders in accordance with Condition 11 that the Exercise Price and/or the number of Warrants held by each Warrantholder 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 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 Warrantholder, send a copy thereof to any Warrantholder. Whenever there is an adjustment to the number of Warrants held by each Warrantholder, 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 Warrantholder, at the risk and expense of that Warrantholder, 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 Warrantholder as a result of an adjustment which is cancelled, revoked or not completed and the number of Warrants held by each Warrantholder 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 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 Warrantholder 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 Warrantholders 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 Warrantholder 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 on SGXNET.

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 Warrantholders 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.

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 Warrantholders by way of a Special Resolution, the terms of such scheme of arrangement shall be binding on all the Warrantholders 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 Warrantholder 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 Warrantholders 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 Warrantholders 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 Warrantholders 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 Warrantholders 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 Warrantholders present in person or by proxy duly appointed by Warrantholders 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 Warrantholders 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 Warrantholders shall be binding on all Warrantholders, 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 Warrantholders.

8.3 The Company may, without the consent of the Warrantholders 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 Warrantholders;

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 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 SGX-ST.

Any such modification shall be binding on the Warrantholders 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 Warrantholders 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 Warrantholder 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 Warrantholder 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.

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 Warrant Register 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 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.

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 Warrantholder 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 Warrantholders is drawn to Rule 14 of the Singapore Code on Take-overs and Mergers and sections 139 and 140 of the SFA. In general terms, these provisions regulate the acquisition of effective control of public companies. Warrantholders should consider the implications of these provisions before they exercise their respective Warrants. In particular, a Warrantholder 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 Warrantholders 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 Warrantholder who, after exercise of this Warrant, has an interest or interests in one or more voting shares (excluding treasury shares) in the Company and the total votes attached to that share, or those shares, is not less than five per cent. (5%) of the total votes attached to all voting shares (excluding treasury shares) in 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 SFA.

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 the ARE is not accurately completed and signed or if the "Free Balance" of the relevant Securities Account is not credited with, or is credited with less than the relevant number of Rights Shares with Warrants accepted as at the Closing Date, 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 this 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 Constitution of the Company and/or any other application form for the Right Shares with Warrants 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 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 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 renouncees, 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 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.

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 total 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

(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 **VALLIANZ HOLDINGS 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 **VALLIANZ HOLDINGS 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 21 December 2017** (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 — VALLIANZ 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.

2.5 Acceptance of Part of Provisional Allotments of Rights Shares with Warrants and Trading of Provisional Allotments of Rights Shares with Warrants

An Entitled Depositor may choose to accept his provisional allotment of Rights Shares with Warrants 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 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 Catalist 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 21 December 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Purchasers should also note that if they make any purchase on or around the last trading day of the "nil-paid" rights, this Offer Information Statement and its accompanying documents might not be despatched in time for the subscription of the Rights Shares with Warrants. Purchasers may obtain a copy of this Offer Information Statement and its accompanying documents from CDP, or alternatively, accept and subscribe by way of Electronic Applications in the prescribed manner as described in paragraph 2.1 above.

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.

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 renouncee by ordinary post and **AT HIS OWN RISK**, to his Singapore address as maintained in the records of CDP and for the renouncee 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 renouncee is **5.00 p.m. on 21 December 2017** (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, 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) 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 ONE (1) RIGHTS SHARE FOR EVERY ONE (1) EXISTING ORDINARY SHARE AT AN ISSUE PRICE OF S$0.016)

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 10,000 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 10,000 Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants	(1) Accept his entire provisional allotment of 10,000 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 21 December 2017** (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

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 10,000 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$160.00 (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 — VALLIANZ 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 **VALLIANZ HOLDINGS 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 **VALLIANZ HOLDINGS 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 21 December 2017** (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.**

Alternatives	Procedures to be taken
(b) Accept a portion of his provisional allotment of Rights Shares with Warrants, for example 1,000 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 1,000 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 21 December 2017** (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 therein for the acceptance of his provisional allotment of 1,000 Rights Shares with Warrants, and forward the original signed ARE, together with a single remittance for S$16.00, in the prescribed manner described in alternative (a)(2) above, to CDP, so as to arrive not later than **5.00 p.m. on 21 December 2017** (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 9,000 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 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 1,000 provisionally allotted Rights Shares with Warrants, and reject the balance	(1) Accept his provisional allotment of 1,000 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 21 December 2017** (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 1,000 Rights Shares with Warrants and forward the original signed ARE, together with a single remittance for S$16.00, in the prescribed manner described in alternative (a)(2) above to CDP so as to arrive not later than **5.00 p.m. on 21 December 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

Alternatives	Procedures to be taken
	The balance of the provisional allotment of 9,000 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 21 December 2017** (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 if an acceptance is not made through CDP by **5.00 p.m. on 21 December 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

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 21 DECEMBER 2017 (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; AND

(B) 5.00 P.M. ON 21 DECEMBER 2017 (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.

If acceptance of and (if applicable) excess application and payment for the Rights Shares with Warrants in the prescribed manner as set out in the ARE and/or the ARS (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 21 December 2017** (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 21 December 2017** (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 cease to be capable of acceptance, 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 or refunded 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 with Warrants, 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, 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 application for Excess Rights Shares with Warrants (including Electronic Application) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

5.3 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 renouncee(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, the Constitution of the Company (if applicable) and the instructions contained in the ARE, ARS and/or any other application form for the Rights Shares with Warrants. 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 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, 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 three (3) Business Days after the commencement of the trading of the Rights Shares, 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 21 December 2017** (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 — VALLIANZ RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the names and 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 **VALLIANZ HOLDINGS 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 **VALLIANZ HOLDINGS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** by **5.00 p.m. on 21 December 2017** (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 of the provisional allotment of Rights Shares with Warrants, and application for Excess Rights Shares with Warrants (if applicable) 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 21 December 2017** (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 the mailing address of each of the Entitled Depositors or the Purchasers (as the case may be) as maintained in the records of CDP, **BY ORDINARY POST AND AT THE ENTITLED DEPOSITOR'S OR THE PURCHASER'S (AS THE CASE MAY BE) OWN RISK**, a notification letter showing the number of Rights Shares with Warrants and Excess Rights Shares with Warrants credited to the Securities Account of the Entitled Depositor or the Purchaser (as the case may be).

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 the Securities Account of the Entitled Depositors or the Purchasers (as the case may be). The Entitled Depositors or the Purchasers (as the case may be) can verify the number of Rights Shares with Warrants provisionally allotted and credited to their respective Securities Accounts online if they have registered for CDP Internet Access Service or through the CDP Automated Phone Services Hotline number (65) 6535-7511 using their telephone pin (T-Pin). Alternatively, they may proceed personally to CDP with their identity card or passport to verify the number of Rights Shares with Warrants provisionally allotted and credited to their respective Securities Accounts.

It is the responsibility of the Entitled Depositors or the Purchasers (as the case may be) 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.

EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS OFFER INFORMATION STATEMENT, ACCEPTANCE OF THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES WITH WARRANTS AND (IF APPLICABLE) 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. The Entitled Depositors or the Purchasers (as the case may be) can check the status of their acceptance of the provisional allotment of Rights Shares with Warrants and (if applicable) their application for Excess Rights Shares with Warrants through the CDP Automated Phone Services Hotline number (65) 6535-7511 using their 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 six (6) digit telephone pin

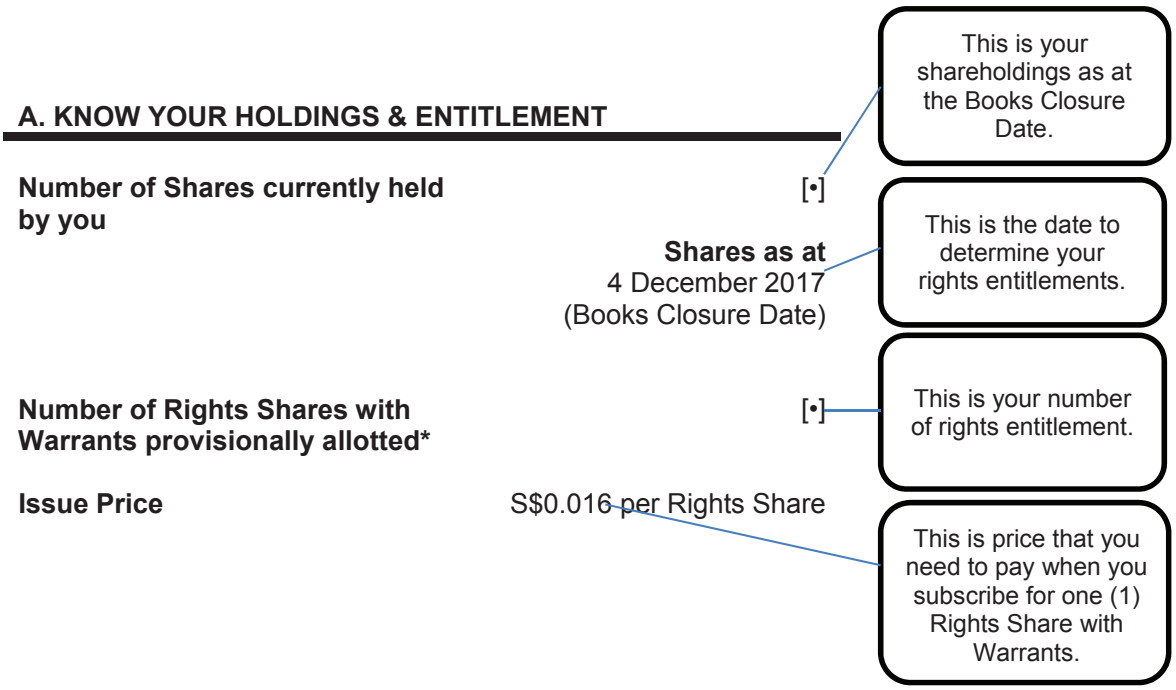
All communications, notices, documents and remittances to be delivered or sent to the Entitled Depositors or the Purchasers (as the case may be) will be sent **BY ORDINARY POST** to their respective mailing addresses as maintained in the records of CDP, and **AT THEIR OWN RISK**.

5.6 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 (a) consents to the collection, use and disclosure of his personal data by the Participating Banks, the Share Registrar, Securities Clearing and Computer Services (Pte) Limited, CDP, CPF Board, the SGX-ST and the Company (the "**Relevant Persons**") for the purpose of facilitating his application for the Rights Shares with Warrants, and in order for the Relevant Persons to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (b) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable law, and (c) 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.

6. PROCEDURE TO COMPLETE THE ARE/ARS

6.1 Know your holdings and entitlement



6.2 Select your application options

B. SELECT YOUR APPLICATION OPTIONS

1. ATM Follow the procedures set out on the ATM screen and submit your application through an ATM of a Participating Bank by 21 December 2017 at 9:30 p.m.
Participating Bank is DBS Bank Ltd (including POSB)

2. MAIL Complete section below and submit this form to CDP by 21 December 2017 at 5:00 p.m.

(i) Only BANKER'S DRAFT/CASHIER'S ORDER payable to **"CDP - VALLIANZ RIGHTS ISSUE ACCOUNT"** will be accepted
(ii) Applications using a **PERSONAL CHEQUE, POSTAL ORDER or MONEY ORDER** will be **REJECTED**
(iii) Write your name and securities account number on the back of the Banker's Draft/Cashier's Order

This is the last date and time to subscribe for the Rights Shares with Warrants through ATMs and CDP.

You can apply your Rights Shares with Warrants through ATMs of these Participating Banks.

This is the payee name to be issued on your Cashier's Order where [•] is the name of the Company.

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.

6.3 Declaration

C. DECLARATION

Please read the instructions overleaf and fill in the blanks below accordingly.

i. Total Number of Rights Shares with Warrants Applied:
(Provisionally Allotted + Excess Rights Shares with Warrants)

ii. Cashier's Order/Banker's Draft Details:
(Input 6 digits of CO/ BD)

Signature of Shareholder(s)

Date

Fill in the total number of the Rights Shares with Warrants and Excess Rights Shares with Warrants (for ARE) / number of Rights Shares with Warrants (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.

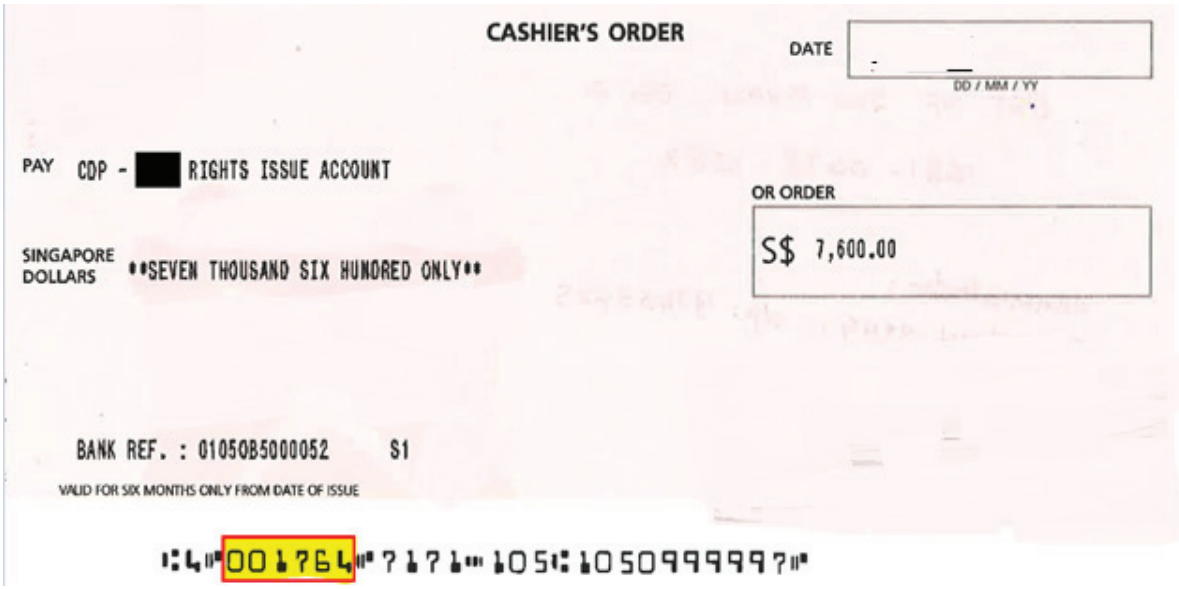
Notes:

(i) If the total number Rights Shares with Warrants applied exceeds the provisional allotted holdings in your CDP 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 with Warrants applied will be based on cash amount stated in your Cashier's Order/Banker's Draft. The total number of Rights Shares with Warrants will be appropriated accordingly if the applied quantity exceeds this amount.

(iii) Please note to submit one (1) Cashier's Order per application form.

6.4 Sample of a Cashier's Order



CASHIER'S ORDER

DATE

DD / MM / YY

PAY CDP - [redacted] RIGHTS ISSUE ACCOUNT

OR ORDER

SINGAPORE DOLLARS **SEVEN THOUSAND SIX HUNDRED ONLY**

S$ 7,600.00

BANK REF. : 01050B5000052 S1

VALID FOR SIX MONTHS ONLY FROM DATE OF ISSUE

:4"001764" ?1?1= 105: 1050999997?"

APPENDIX C – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

1. INTRODUCTION

Acceptances of the provisional allotment of and any excess application for the Rights Shares with Warrants must be made on the appropriate form(s) accompanying and forming part of this Offer Information Statement.

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 of the Company 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.

With regard to any application which does not conform strictly to the instructions set out under this Offer Information Statement, the ARE, the ARS, the PAL and/or any other application form for the Rights Shares with Warrants in relation to the Rights cum Warrants Issue or with the terms and conditions of this Offer Information Statement, or in the case of any application by the ARE, the ARS, the PAL, and/or other application form for the Rights Shares with Warrants in relation to the Rights cum Warrants Issue which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly or insufficiently drawn remittance, the Company may, at its absolute discretion, reject or treat as invalid any such application or present for payment or other processes all remittances at any time after receipt in such manner as it may deem fit.

The Company and the Share Registrar shall be entitled to process each application submitted for the acceptance 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 Scripholder or a renouncee, on its own, without regard to any other application and payment that may be submitted by the same Entitled Scripholder or renouncee. 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 of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants.

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 Catalist will be effected under the book entry (scripless) settlement system. Accordingly, the PALs will not be valid for delivery pursuant to trades done on Catalist.

Unless expressly provided to the contrary in this Offer Information Statement or the PAL with respect to enforcement against Entitled Scripholders or their renouncees, 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.

2. FORM OF ACCEPTANCE (FORM A)

2.1 Acceptance

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 and sign Form A of the PAL for the number of Rights Shares with Warrants which they wish to accept and forward the PAL at their own risk, in its entirety, together with payment in the prescribed manner to **VALLIANZ HOLDINGS LIMITED C/O THE SHARE REGISTRAR, TRICOR BARBINDER SHARE REGISTRATION SERVICES (A DIVISION OF TRICOR SINGAPORE PTE. LTD.) at 80 ROBINSON ROAD, #11-02, SINGAPORE 068898** so as to arrive not later than **5.00 p.m. on 21 December 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

2.2 Insufficient Payment

The attention of the Entitled Scripholder is also drawn to paragraph 2.3 of this Appendix C entitled "Appropriation" which sets out the circumstances and manner in which the Company and the Share Registrar shall be entitled to determine the number of Rights Shares with Warrants which the Entitled Scripholder has given instructions to accept.

2.3 Appropriation

An Entitled Scripholder should note that by accepting his provisional allotment of Rights Shares with Warrants, he acknowledges that, the Company and the Share Registrar, in determining the number of Rights Shares with Warrants which the Entitled Scripholder has given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of Rights Shares with Warrants, whether by way of Cashier's Order or Banker's Draft drawn on a bank in Singapore.

3. REQUEST FOR SPLITTING (FORM B) AND RENUNCIATION (FORM C)

3.1 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 of Rights Shares with Warrants in favour of more than one (1) person, should first, using Form B, request to have their provisional allotments of Rights Shares with Warrants under the PAL split into separate PALs (the "**Split Letters**") according to their requirements. The duly completed and signed Form B together with the PAL in its entirety should be returned, by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK**, to **VALLIANZ HOLDINGS LIMITED C/O THE SHARE REGISTRAR, TRICOR BARBINDER SHARE REGISTRATION SERVICES (A DIVISION OF TRICOR SINGAPORE PTE. LTD.) at 80 ROBINSON ROAD, #11-02, SINGAPORE 068898** so as

to arrive not later than **5.00 p.m. on 15 December 2017** (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 together with the PAL in its entirety is received after **5.00 p.m. on 15 December 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

3.2 The Split Letters representing the number of Rights Shares with Warrants which Entitled Scripholders intend to renounce may be renounced by completing and signing Form C before delivery to the renouncee. Entitled Scripholders should complete and sign Form A of the Split Letter(s) representing that part of their provisional allotments of Rights Shares with Warrants they intend to accept, if any, and forward the said Split Letter(s) together with the remittance for the payment (if required) in the prescribed manner to **VALLIANZ HOLDINGS LIMITED C/O THE SHARE REGISTRAR, TRICOR BARBINDER SHARE REGISTRATION SERVICES (A DIVISION OF TRICOR SINGAPORE PTE. LTD.) at 80 ROBINSON ROAD, #11-02, SINGAPORE 068898** so as to arrive not later than **5.00 p.m. on 15 December 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

3.3 Entitled Scripholders who wish to renounce their entire provisional allotments of Rights Shares with Warrants in favour of one (1) person, or renounce any part of it in favour of one (1) person and decline the balance, should complete Form C for the number of provisional allotments of Rights Shares with Warrants which they wish to renounce and deliver the PAL in its entirety to the renouncee(s).

4. FORM OF NOMINATION (FORM D)

The renouncee(s) should complete and sign Form D and send Form D together with the PAL in its entirety, duly completed and signed, and a single remittance for the full amount due and payable in the prescribed manner by post **AT HIS/THEIR OWN RISK,** in the self-addressed envelope provided, to **VALLIANZ HOLDINGS LIMITED C/O THE SHARE REGISTRAR, TRICOR BARBINDER SHARE REGISTRATION SERVICES (A DIVISION OF TRICOR SINGAPORE PTE. LTD.) at 80 ROBINSON ROAD, #11-02, SINGAPORE 068898** so as to arrive not later than **5.00 p.m. on 21 December 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

5. CONSOLIDATION OF RIGHTS SHARES WITH WARRANTS

Each Entitled Scripholder may consolidate the Rights Shares with Warrants provisionally allotted in the PAL together with those comprised in any PALs and/or Split Letters renounced in his favour by completing and signing FORM A of the PAL and the Consolidated Listing Form in FORM D of the PAL and attaching thereto all the said renounced PALs and/or Split Letters, each duly complete and signed and with the serial number of the Principal PAL (as hereinafter defined) stated on each of them. A renouncee who is not an Entitled Scripholder and who wishes to consolidate the provisional allotments of Rights Shares with Warrants comprised in several renounced PALs and/or Split Letters in one (1) name only or in the name of a joint Securities Account should complete the Consolidated Listing Form in FORM D of only one (1) PAL or Split Letter (the "**Principal PAL**") by entering therein details of the renounced PALs and/or Split Letters and attaching thereto all the said renounced PALs and/or Split Letters, each duly completed and signed, and with the serial number of the Principal PAL stated on each of them.

ALL THE RENOUNCED PALS AND SPLIT LETTERS, EACH DULY COMPLETED AND SIGNED, MUST BE ATTACHED TO FORM A OR FORM D (AS THE CASE MAY BE).

6. PAYMENT

6.1 Payment in relation to PALs must be made in Singapore currency in the form of a Banker's Draft or Cashier's Order drawn on a bank in Singapore and made payable to "**VALLIANZ RIGHTS ISSUE ACCOUNT**" and crossed **"NOT NEGOTIABLE, A/C PAYEE ONLY"** with the name and address of the Entitled Scripholder or accepting party clearly written in block letters on the reverse side of the Banker's Draft or Cashier's Order. The completed PAL and remittance should be addressed and forwarded, by post in the self-addressed envelope provided and **AT THE SENDER'S OWN RISK**, to **VALLIANZ HOLDINGS LIMITED C/O THE SHARE REGISTRAR, TRICOR BARBINDER SHARE REGISTRATION SERVICES (A DIVISION OF TRICOR SINGAPORE PTE. LTD.) at 80 ROBINSON ROAD, #11-02, SINGAPORE 068898** so as to arrive not later than **5.00 p.m. on 21 December 2017** (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 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.**

6.2 If acceptance and (if applicable) excess application and payment in the prescribed manner as set out in this Offer Information Statement and the PAL is not received by **5.00 p.m. on 21 December 2017** (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 and cease to be capable of acceptance and such provisional allotments 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 RENOUNCEE(S), AS THE CASE MAY BE**, without interest or share of revenue or benefit arising therefrom within three (3) Business Days after the commencement of trading of the Rights Shares.

7. APPLICATION FOR EXCESS RIGHTS SHARES (FORM E)

7.1 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 Rights Shares with Warrants applied for in the form and manner set out in paragraph 6 above, by post in the self-addressed envelope provided **AT THEIR OWN RISK**, to **VALLIANZ HOLDINGS LIMITED C/O THE SHARE REGISTRAR, TRICOR BARBINDER SHARE REGISTRATION SERVICES (A DIVISION OF TRICOR SINGAPORE PTE. LTD.) at 80 ROBINSON ROAD, #11-02, SINGAPORE 068898** so as to arrive not later than **5.00 p.m. on 21 December 2017** (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 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**.

7.2 Applications for Excess Rights Shares with Warrants by Entitled Scripholders are subject to the terms and conditions contained in the PAL, Form E, 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 of Rights Shares with Warrants (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.

7.3 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 three (3) Business Days after the commencement of trading of the Rights Shares, **BY ORDINARY POST** to their mailing addresses as maintained with the Company **AT THEIR OWN RISK**.

8. GENERAL

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

8.2 To facilitate scripless trading, Entitled Scripholders and their renouncees who wish to accept the Rights Shares with Warrants provisionally allotted to them and (if applicable) apply for Excess Rights Shares with Warrants, and who wish to trade the Rights Shares with Warrants issued to them on Catalist under the book entry (scripless) settlement system, should open and maintain Securities Accounts with CDP in their own names (if they do not already maintain such Securities Account) in order that the number of Rights Shares with Warrants and, if applicable, the Excess Rights Shares with Warrants that may be allotted to them may be credited by CDP into their Securities Accounts. Entitled Scripholders and their renouncees who wish to accept the Rights Shares with Warrants and/or apply for Excess Rights Shares with Warrants and have their Rights Shares with Warrants credited into their Securities Accounts must fill in their Securities Account numbers and/or National Registration Identity Card ("NRIC")/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL. Entitled Scripholders and their renounces who fail to fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or who provide incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or whose particulars provided in the forms comprised in the PAL differ from those particulars in their Securities Accounts currently maintained with CDP, will be issued physical certificates in their names for the Rights Shares with Warrants allotted to them and if applicable, the Excess Rights Shares with Warrants allotted to them. Such physical certificates, if issued, will be forwarded to them by ordinary post at their own risk, to their mailing addresses in Singapore as maintained with the Share Registrar within 10 Market Days after the Closing Date, but will not be valid for delivery pursuant to trades done on Catalist under the book-entry (scripless) settlement system, although they will continue to be prima facie evidence of legal title.

8.3 If an Entitled Scripholder's address stated in the PAL is different from his 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.

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

8.5 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 21 DECEMBER 2017 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY).

8.6 Personal Data Privacy

By completing and delivering the PAL, an Entitled Scripholder or a renouncee (a) consents to the collection, use and disclosure of his personal data by the Relevant Persons for the Purposes, (b) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable law, and (c) 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 D – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH ATMS OF PARTICIPATING BANKS

The procedures for Electronic Applications 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 Rights Shares with 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.

For investors who hold Shares through finance companies or Depository Agents or CPFIS Members who had bought Shares under the CPFISOA, acceptances of the Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants must be done through the respective finance companies, Depository Agents or CPF Agent Bank. Such investors and CPFIS Members are advised to provide their respective finance companies, Depository Agents or CPF Agent Bank, as the case may be, with the appropriate instructions no later than the deadlines set by them in order for such intermediaries to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date of the Rights cum Warrants Issue. Any acceptance and/or application made directly through CDP, Electronic Applications, the Share Registrar and/or the Company will be rejected.

For SRS Members and investors who hold Shares through finance companies or Depository Agents, acceptances of the Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants must be done through the relevant SRS Approved Banks and the respective finance companies or Depository Agents, respectively. Such investors are advised to provide their respective approved banks in which they hold their SRS Accounts, finance companies or Depository Agents, as the case may be, with the appropriate instructions no later than the deadlines set by them in order for such intermediaries to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date of the Rights cum Warrants Issue. Any acceptance and/or application by such investors made directly through CDP, Electronic Applications, the Share Registrar and/or the Company will be rejected.

For renouncees of Entitled Shareholders or Purchasers whose provisional allotments of Rights Shares with Warrants are settled through finance companies or Depository Agents, acceptances of the Rights Shares with Warrants represented by the provisional allotments of Rights Shares with Warrants must be done through the respective finance companies or Depository Agents. Such renouncees and Purchasers are advised to provide their respective finance companies or Depository Agents, as the case may be, with the appropriate instructions no later than the deadlines set by them in order for such intermediaries to make the relevant acceptances on their behalf by the Closing Date of the Rights cum Warrants Issue. Any acceptances of the Rights Shares with Warrants by such renouncees or Purchasers made directly through CDP, Electronic Applications, the Share Registrar and/or the Company will be rejected.

APPENDIX D – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH ATMS OF PARTICIPATING BANKS

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 two (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) of Singapore, 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.

(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 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 his Securities Account as at the Closing Date, and the Company and/or 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 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 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. The Company and/or 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 and (if applicable) the Excess Rights Shares with Warrants allotted to the Applicant in the name of CDP for deposit into his Securities Account;

(b) return or refund (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 (if applicable) 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 three (3) Business Days after the commencement of trading of the Rights Shares; and

(c) return or refund (without interest or any share of revenue or other benefit arising there from) the balance of the application monies, should his Electronic Application for (if applicable) 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 three (3) Business Days after the commencement of trading of the Rights Shares.

(8) **BY MAKING AN ELECTRONIC APPLICATION, THE APPLICANT CONFIRMS THAT HE IS NOT ACCEPTING/APPLYING FOR THE RIGHTS SHARES WITH 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, the Share Registrar and/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, the Share Registrar and/or the Participating Banks do not record or receive the Applicant's Electronic Application by **9.30 p.m. on 21 December 2017 (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 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, the Share Registrar and/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 21 December 2017** or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company.

(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 Singapore dollars (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 three (3) Business Days after the commencement of trading of the Rights Shares. 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 21 December 2017 (**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 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 SGX-ST acting as agent on behalf of 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, the Share Registrar 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;

(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 contract made pursuant to this Offer Information Statement or the Electronic Application has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore 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 an Applicant 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 and/or CDP may, in their/its 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 three (3) Business Days after the commencement of trading of the Rights Shares by any one or a combination of the following:

(a) by means of a crossed cheque drawn on a bank in Singapore 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 distribution 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 of a Participating Bank, the receipt by such bank being a good discharge to the Company and CDP of their obligations, if any, thereunder.

(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 CDP and the Company 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) and/or ARS(s) or any other form of application (including Electronic Application through an ATM) for the Rights Shares with Warrants;

(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 Applicant'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 Applicant.

(20) The Applicant acknowledges that CDP's the Company's determination shall be conclusive and binding on him.

(21) 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.

(22) Where an acceptance, application and/or payment does not conform strictly to the instructions set out in this Offer Information Statement, the ARE, the ARS and/or any other application form for Rights Shares with Warrants and/or Excess Rights Shares with Warrants, or is illegible, incomplete or incorrectly completed or is accompanied by an improperly or insufficiently drawn remittance or does not comply with the instructions for Electronic Application, or where the "Free Balance" of the Applicant's Securities Account is not credited with or is credited with less than the relevant number of Rights Shares with Warrants accepted and (if applicable) Excess Rights Shares with Warrants applied for as at the Closing Date, 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 remittance at any time after receipt in such manner as they/it may deem fit.

(23) The Company and/or CDP shall be entitled to process each application submitted for the acceptance of Rights Shares with Warrants and (if applicable) application of Excess Rights Shares with Warrants and the payment received in relation thereto, pursuant to such application, by an Applicant, on its own, without regard to any other application and payment that may be submitted by the same Applicant. For the avoidance of doubt, insufficient payment for an application may render the application invalid and evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application submitted for the acceptance of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants.

This Offer Information Statement is dated this 4 day of December 2017.

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 this 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 this Offer Information Statement in its proper form and context.

For and on behalf of **VALLIANZ HOLDINGS LIMITED**

Ling Yong Wah
Executive Director and Chief Executive Officer

Yeo Chee Neng
Executive Vice Chairman

Yeo Jeu Nam
Non-Executive Independent Director

Bote de Vries
Non-Executive Independent Director