

**AUSGROUP LIMITED**  
(Incorporated in the Republic of Singapore)  
(Company Registration No. 200413014R)

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**ANNOUNCEMENT IN RELATION TO THE:**

- (I) **THE PROPOSED EXPANSION OF BUSINESS;**
  - (II) **THE PROPOSED PLACEMENT OF SHARES; AND**
  - (III) **THE PROPOSED GRANT OF OPTIONS TO EZION HOLDINGS LIMITED, LARRY GLENN JOHNSON AND ENG CHIAW KOON.**
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**1. INTRODUCTION TO THE TRANSACTIONS**

1.1. The Board of Directors (the “**Directors**”) of AusGroup Limited (the “**Company**”, together with its subsidiaries, the “**Group**”) wishes to announce that, subject to the approval of the shareholders of the Company (the “**Shareholders**”), the Company intends to expand its business into the provision of onshore and off-shore marine services, including but not limited to marine logistics and related support services in the Northern Territories and Western Australia (the “**Proposed Expansion**”).

1.2. The Directors also wishes to announce that the Company has, on 9 April 2014, entered into:

(a) a placement agreement (the “**Placement Agreement**”) with Maybank Kim Eng Securities Pte Ltd (the “**Placement Agent**”) pursuant to which the Company proposes to issue up to 70,000,000 new ordinary shares in the capital of the Company (the “**Placement Shares**”) at an issue price of S\$0.3675 per Placement Share (the “**Placement**”) for the purpose of funding a proposed collaboration between the Company and Ezion Holdings Limited (“**Ezion**”) as previously announced; and

(b) the option agreements (the “**Option Agreements**”) with each of Ezion, Larry Glenn Johnson (“**LGJ**”) and Eng Chiaw Koon (“**CK**”) (collectively, the “**Subscribers**”) pursuant to which the Company shall allot and issue an aggregate of 145,000,000 share options (the “**Options**”), consisting of 110,000,000 Options to Ezion, 15,000,000 Options to LGJ and 20,000,000 Options to CK, with each Option carrying the right to subscribe for one (1) new ordinary share in the capital of the Company (the “**Option Share**”) at the exercise price of S\$0.3675 per Option (collectively, the “**Grant of Options**”).

The Proposed Expansion, the Placement and the Grant of Options are collectively referred to as, the “**Transactions**”.

1.2. Shareholders’ Approval

The Company intends to convene an extraordinary general meeting (the “**EGM**”) to seek approval of the Shareholders for the Proposed Expansion, the Placement and the Grant of Options.

## 2. THE PROPOSED EXPANSION

### 2.1. Information on the Proposed Expansion

The Group is currently in the business of providing fabrication, construction and integrated services to build, maintain and upgrade oil and gas, mineral resource and infrastructure development projects.

As part of the Group's objective to deliver a satisfactory return to the Shareholders, the Company intends to undertake the Proposed Expansion to expand into the business of providing onshore and off-shore marine services, including but not limited to marine logistics services and related support services in the Northern Territories and Western Australia (the "**Expanded Business**").

The Company believes that the Expanded Business is complementary to the existing business and skillsets of the Group, and the Proposed Expansion will create synergy on which the Group can leverage to expand its recurring revenue base and improve its growth prospects by providing an even broader range of services to its existing and new customers. This will allow the Company to diversify its earnings stream.

### 2.2. Shareholders' Approval

Notwithstanding that the Proposed Expansion would be complementary to the existing business and skillset of the Group, the Company believes that it represents a change in the risk profile of the Group. As such, the Company intends to seek Shareholders' approval for the Proposed Expansion.

### 2.3. Management

The Group intends to employ experienced personnel to provide the expertise in its Expanded Business. Whenever necessary, the Group may engage *ad hoc* consultants and advisers to assist its existing management teams in the expansion, operation and administration of the new business.

## 3. PLACEMENT

### 3.1. Placement of Shares

Subject to the terms and conditions of the Placement Agreement, the Company agrees to allot and issue, and the Placement Agent agrees to procure subscriptions on a best efforts basis for up to 70,000,000 Placement Shares at the issue price of S\$0.3675 (the "**Placement Price**") for each Placement Share, amounting to the aggregate amount of S\$25,725,000.

The Placement Price of S\$0.3675 is equivalent to the VWAP of S\$0.3675 of the Shares for trades done on the SGX-ST on 3 April 2014, being the last full market day on which the Shares were traded prior to the date the Placement Agreement was signed.

The Placement will be undertaken by way of a placement in accordance with Section 272B of the SFA. As such, no prospectus or offer information statement will be lodged with the Monetary Authority of Singapore in connection with the Placement.

### 3.2. Conditions Precedent

Completion of the Placement shall be conditional upon:

- (a) the approval of the Directors and Shareholders being obtained for the Placement;
- (b) the submission of the additional listing application and the receipt of the listing and quotation notice from the SGX-ST for the listing and quotation of the Placement Shares on the SGX-ST not having been revoked or amended and where such approval is subject to conditions, such conditions being reasonably acceptable to the Placement Agent, and to the extent that any conditions to such approval are required to be fulfilled on or before the date of completion of the Placement, they are so fulfilled to the satisfaction of the SGX-ST or waived by the SGX-ST;
- (c) the issue and subscription of the Placement Shares not being prohibited by any statute, order, rule or regulation promulgated after the date of the Placement Agreement and remaining in force as at the appointed date for the completion of the Placement by any legislative, executive or regulatory body or authority of Singapore which is applicable to the Company;
- (d) the Placement Agent being reasonably satisfied that the Placement Shares will be admitted to the Official List of the SGX-ST without undue delay after the date of completion of the Placement;
- (e) as of the date of completion of the Placement, the trading of the issued Shares on the SGX-ST not being suspended by the SGX-ST (other than a suspension on a temporary basis requested by the Company) and the issued Shares not having been delisted from the SGX-ST;
- (f) the representations, warranties and undertakings by the Company in the Placement Agreement remaining true and accurate in all material respects as at the date of completion of the Placement;
- (g) there having been, as at the date of completion of the Placement, no occurrence of any event nor the discovery of any fact rendering untrue or incorrect in any respect any of the representations, warranties and undertakings contained in the Placement Agreement if they were repeated on and as of the date of completion of the Placement;
- (h) the delivery to the Placement Agent on the date of the completion of the Placement of a certificate in the form set out in Schedule 1 of the Placement Agreement; and
- (i) where necessary, the Company having obtained specific approval from its Shareholders for the issue and allotment of the Placement Shares at an extraordinary general meeting to be convened.

If any of the conditions are not satisfied on or before 30 June 2014, the obligations of the Placement Agent and the Company under the Placement Agreement shall *ipso facto* cease and determine thereafter and in that event the Company and the Placement Agent shall be released and discharged from their respective obligations under the Placement Agreement without prejudice to antecedent breach of any of the obligations and liabilities hereunder.

### 3.3. Placement Shares

The Placement Shares shall be sold free from any and all mortgages, charges, claims, securities, pledges, liens, equities, encumbrances or any other interests whatsoever and shall rank in all respects *pari passu* with the Shares existing at the date of the issue of the Placement Shares, save that they shall not rank for any entitlements, distributions, dividends or rights (if any), the record date in respect of which falls prior to the date of issue of the Placement Shares.

The Placement Shares will not be placed to any of the persons set out as restricted persons under Rule 812(1) of the Listing Manual, save for exceptions under Rule 812(3).

The Company will be submitting the additional listing application to SGX-ST to obtain its approval-in-principle for the listing and quotation of the Placement Shares on the Mainboard of the SGX-ST.

3.4. Please refer to section 6.2 of this announcement for more information.

## 4. GRANT AND VESTING OF OPTIONS

### 4.1. Grant and vesting of Options

Subject to the terms and conditions of the Option Agreements, the Company shall grant, and Ezion, LGJ and CK shall, for the cash consideration of S\$1.00 each, acquire 110,000,000 Options, 15,000,000 Options and 20,000,000 Options respectively, with each Option carrying the right to subscribe for one (1) new Share at the exercise price of S\$0.3675 per Option (the "**Exercise Price**").

The Options will be offered by the Company to each of the Subscribers in reliance on Sections 272B of the Securities and Futures Act (Cap. 289) of Singapore ("**SFA**"). As such, no prospectus or offer information statement will be issued by the Company in connection therewith.

12,500,000 Options to be acquired by CK are held on behalf of individuals who have or will be contributing to the success of the Group (the "**New Individuals**"), provided that any such transferee shall confirm that he or she does not fall within the category of restricted persons as set out in Rule 812(1) of the Listing Manual and will not become a controlling shareholder of the Company in the event of the exercise/conversion of all the convertible securities held by the transferee, including any Options to be transferred to him or her.

The Options proposed to be granted to Ezion shall vest upon the Company or its subsidiaries being successfully engaged in project(s) and/or investments relating to the provision of onshore and off-shore marine services, including but not limited to marine logistics and related support services in the Northern Territories and Western Australia which are valued at an aggregate of S\$50 million or more to the Company or its subsidiaries.

The Options proposed to be granted to LGJ and CK shall vest only in accordance with the following schedule over 4 years: (i) twenty-five percent (25%) of the Options shall vest 12 months after the date of issue of the Options; and (ii) an additional twenty-five percent (25%) of the Options shall vest on each anniversary of the date of issue of the Options thereafter.

#### 4.2. Information on the subscribers

(a) **Ezion Holdings Limited**

Ezion Holdings Limited is a substantial shareholder of the Company, and is a company incorporated in Singapore and listed on the Mainboard of the SGX-ST. It has two (2) main business divisions that specialise in the development, ownership and chartering of strategic offshore assets and the provision of offshore marine logistics and support services to the offshore oil and gas industries.

(b) **Larry Glenn Johnson**

LGJ has been an executive director cum chief operating officer of Ezion since 13 February 2008. He is responsible for the day to day operations of Ezion's business operations worldwide. LGJ is a seasoned Marine Professional with a valid United States Coast Guard Masters License and over 35 years of experience in the maritime industry including 14 years at sea, of which eight (8) years were as Master. He has 23 years of management experience, which include 15 years of profit and loss responsibilities. LGJ has a strong involvement in all aspects of marine operations, logistics, supply base operations, business development and sales.

(c) **Eng Chiaw Koon**

CK is a director of special projects of Ezion. CK has over 12 years of experience in the marine support industry, and was previously the managing director and Chief Executive Officer of Aqua-terra Supply Co. Ltd. (formerly listed on the Mainboard of SGX-ST), a subsidiary of KS Energy Services Limited, and the Chief Operating Officer of KS Distribution Pte Ltd at KS Energy Limited.

#### 4.3. Terms of Options

The principal terms and conditions of the Options granted to the Subscribers are set out below:

**Aggregate Number of Options** : 145,000,000 Options

**Transferability** : The Options are freely transferable. In the event of a transfer of Options, the transferor must lodge a duly executed transfer notice in the prescribed form to the Company and a confirmation from the transferee, confirming that the transferee (i) does not fall within the category of restricted persons as set out in Rule 812(1) of the Listing Manual; and (ii) will not become a controlling shareholder of the Company in the event of the exercise/conversion of all the convertible securities held by the transferee, including any Options to be transferred to him or her.

**Exercise Rights** : Each Option entitles the holder of the Option (the "**Optionholder**") to subscribe for one (1) new Share (the "**Option Share**") at the Exercise Price during the Exercise Period (as defined below).

**Vesting** : The Options proposed to be granted to Ezion shall vest upon the Company or its subsidiaries being successfully engaged in project(s) and/or investments relating to the provision of onshore

and off-shore marine services, including but not limited to marine logistics and related support services in the Northern Territories and Western Australia which are valued at an aggregate of S\$50 million or more to the Company or its subsidiaries. The Options proposed to be granted to LGJ and CK shall vest only in accordance with the following schedule over 4 years: (i) twenty-five percent (25%) of the Options shall vest 12 months after the date of issue of the Options; and (ii) an additional twenty-five percent (25%) of the Options shall vest on each anniversary of the date of issue of the Options thereafter.

**Exercise Price** : S\$0.3675 per Option, which is equivalent to the volume weighted average price of S\$0.3675 of the Shares for trades done on the SGX-ST on 3 April 2014 (being the last full market day on which Shares were traded prior to the date the Option Agreements were signed).

**Aggregate Gross Proceeds** : S\$53,287,500 (assuming the exercise of all Options and subscription of all Option Shares).

**Exercise Period** : The period commencing on and including the date of issue of the Options and expiring on the fifth (5<sup>th</sup>) anniversary of the date of issue of the Options (unless such date is a date on which the Register of Members of the Company is closed or is not a market day, in which event, such period shall end on the date prior to the closure of the Register of Members or immediate preceding market day) (the “**Exercise Period**”).

**Adjustment Events** : The Exercise Price and the number of Options held by each Optionholder shall from time to time be adjusted by the Directors in consultation with an approved bank or financial adviser in Singapore selected by the Directors (which adjustment shall be certified by the Company’s auditors), in any of the following events:

- (i) 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) to its Shareholders (other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend);
- (ii) a capital distribution 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);
- (iii) an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights;
- (iv) an issue (otherwise than pursuant to a rights issue which is available to all Shareholders, requiring an adjustment under condition (iii) above, and other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or

other dividends) by the Company of Shares if the total effective consideration for each Share is less than 90% of the last dealt price for each Share; and

(v) any consolidation, subdivision or conversion of the Shares.

**Take-over, Winding  
Up and Liquidation**

(i) Notwithstanding the vesting provisions above but subject to (v) below, in the event of a take-over being made for the Shares, each Optionholder shall be entitled to exercise any Option held by him and as yet unexercised, in the period commencing on the date on which such offer is made or, if such offer is conditional, the date on which such offer becomes or is declared unconditional, as the case may be, and ending on the earlier of:

- a. the expiry of six months thereafter, unless prior to the expiry of such six-month period, such expiry date is extended to a later date (in either case, being a date falling not later than the expiry of the Exercise Period relating thereto); or
- b. the date of expiry of the Exercise Period relating thereto,

whereupon the Option then remaining unexercised shall lapse.

Provided that if during such period, the offeror becomes entitled or bound to exercise rights of compulsory acquisition under the provisions of the Companies Act and, being entitled to do so, gives notice to each Optionholder that it intends to exercise such rights on a specified date, the Option shall remain exercisable by each Optionholder until the expiry of such specified date or the expiry of the Exercise Period relating thereto, whichever is earlier. Any Option not so exercised shall lapse provided that the rights of acquisition or obligations to acquire shall have been exercised or performed, as the case may be. If such rights or obligations have not been exercised or performed, the Option shall, notwithstanding the vesting provisions above, remain exercisable until the expiry of the Exercise Period relating thereto.

(ii) If under any applicable laws, the court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies, each Optionholder shall be entitled, notwithstanding the vesting provisions above but subject to (v) below, to exercise any Option then held by him, during the period commencing on the date upon which the compromise or arrangement is sanctioned by the court and ending either on the expiry of 60 days thereafter or the date upon which the compromise or arrangement becomes

effective, whichever is later (but not after the expiry of the Exercise Period relating thereto), whereupon the Option shall lapse and become null and void.

- (iii) If an order is made for the winding-up of the Company on the basis of its insolvency, all Options, to the extent unexercised, shall lapse and become null and void.
- (iv) In the event a notice is given by the Company to its members to convene a general meeting for the purposes of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it dispatches such notice to each member of the Company give notice thereof to each Optionholder (together with a notice of the existence of the provision of this condition) and thereupon, each Optionholder shall be entitled to exercise all or any of his Options at any time not later than two business days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the total amount payable for Shares which may be acquired on the exercise of an Option, whereupon the Company shall as soon as possible and in any event, no later than the business day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the Optionholder credited as fully paid.
- (v) If in connection with the making of a general offer referred to in (i) or the scheme referred to in (ii) or the winding-up referred to in (vi), arrangements are made (which are confirmed in writing by the Auditors, acting only as experts and not as arbitrators, to be fair and reasonable) for the compensation of each Optionholder, whether by the continuation of their Options or the payment of cash or the grant of other options or otherwise, an Optionholder holding an Option, as yet not exercised, may not, be permitted to exercise that Option as provided for in this condition.
- (vi) To the extent that an Option is not exercised within the periods referred to in this condition, it shall lapse and become null and void.

**Further Issues** : The Company shall be at liberty to issue Shares to the 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 each Optionholder shall not have any participating rights in such issue unless otherwise resolved by the Company in general meeting.

The terms and conditions of the Options do not provide an Optionholder with any right to participate in any distributions and/or offers of further securities made by the Company unless the Options are converted into Shares.



- Notice of Expiry** : The Company shall, not later than one (1) month before the last day of the Exercise Period (the “**Expiry Date**”), announce the expiry of the Exercise Period on SGXNET. In addition, the Company shall not later than one (1) month before the Expiry Date, take reasonable steps to notify the Optionholders in writing of the Expiry Date, and such notice shall be delivered by post to the address of the Optionholder.
- Transmission** : The executors and administrators of a deceased Optionholder 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 person recognised by the Company as having any title to the Options and shall be entitled to be registered as a holder of the Options upon the production by such persons to the Company of such evidence as may be reasonably required by the Company to prove their title.
- Alteration to Terms** : No material alteration to the terms of the Options after the issue thereof to the advantage of the Optionholder shall be made, unless the alterations are made pursuant to the terms and conditions of the Options or the prior approval of the Shareholders in general meeting has been sought.
- Governing Law** : Laws of the Republic of Singapore.

#### 4.4. Conditions Precedent

Completion of the Option Agreements is conditional upon, *inter alia*:

- (a) the approval of the Directors and Shareholders being obtained for the Grant of Options;
- (b) the submission of the additional listing application and the receipt of the listing and quotation notice from the SGX-ST for the listing and quotation of the Option Shares on the Mainboard of the SGX-ST;
- (c) the receipt of all necessary approvals, consents or waivers from any governmental body, regulatory authority or other third party for the Grant of Options (where applicable), and if such approvals, consents or waivers are granted subject to conditions, such conditions being acceptable to the relevant party, and if any conditions are required to be satisfied by completion, such conditions being so satisfied;
- (d) the representations and warranties set out in Clause 5 of the Option Agreements being true and accurate in all material respects as at the date of the signing of the Option Agreements and the completion date for the Options; and
- (e) there being no occurrence of any event or circumstances which has or is likely to have a material adverse effect on the condition (financial or otherwise), results of operations, assets and liabilities, prospects or business of the Company or the Group.

If any of the conditions are not satisfied or waived by 30 June 2014, the Option Agreements shall terminate and the provisions thereunder shall cease and be of no further effect (save for certain clauses) and no party shall have claim against the other for any costs, damages,

losses or compensation, other than in respect of any antecedent breach of the Option Agreements.

#### 4.5. Option Shares

The Option Shares, when allotted and issued upon exercise of the Options, shall be fully paid and shall rank *pari passu* in all respects with the existing Shares, save that they shall not rank for any dividends, rights, allotments, distributions or entitlements, the record date of which falls on or prior to the date of allotment of the Option Shares.

The Company will be submitting the additional listing application to SGX-ST to obtain its approval-in-principle for the listing and quotation of the Option Shares on the Mainboard of the SGX-ST.

4.6. Please refer to section 6.2 of this announcement for more information.

### 5. **RATIONALE AND USE OF PROCEEDS**

The rationale for the Proposed Expansion, the Placement and the Grant of Options is as follows:

- (a) Ezion's business includes the provision of onshore and offshore marine logistics and support services to the oil and gas industries and the Company intends to undertake the Proposed Expansion;
- (b) the strategic investment by Ezion as a substantial shareholder and the proposed strategic collaboration between the Company and Ezion can create synergies that would enable the Company and Ezion to value add and offer a larger range of services across the spectrum of their customers since each currently serve different segments of the supply chain to the oil and gas industries;
- (c) the alignment of interests of the Company and Ezion's interests in the Company going forward; and
- (d) the cash proceeds raised from the Placement and the Grant of Options (when the Options are exercised) will be primarily used to fund the Company for the Proposed Expansion.

The net cash proceeds from the Placement (after deducting expenses relating to the Transactions) will be approximately S\$25,000,000. The Company will receive additional cash proceeds of S\$53,287,500 assuming all the Options are exercised. The net cash proceeds from the Placement and the exercise of the Options (collectively, the "**Proceeds**") will be used by the Company in the following estimated proportions:

<b>Use of Proceeds</b>	<b>Percentage Allocation (%)</b>
Proposed Expansion	Approximately 70% - 80%
General working capital of the Group	Approximately 20% - 30%

Pending the deployment for the uses identified above, the Proceeds may be deposited with banks and/or financial institutions or invested in money market instruments and/or marketable

securities, or used for any other purpose on a short-term basis, as the Directors may in their absolute discretion deem fit.

The Company will make periodic announcements on the use of the Proceeds as and when the Proceeds are materially disbursed, and provide a status report on the use of the Proceeds in the Company's annual report. The Company will disclose a breakdown with specific details on the use of Proceeds for working capital in such announcements and annual reports.

## 6. OTHER INFORMATION

### 6.1. Shareholders' Approval

The Company intends to convene the EGM to seek approval of the Shareholders for the Proposed Expansion, the Placement and the Grant of Options.

The Placement and the Grant of Options will be undertaken, and the Placement Shares and Option Shares allotted and issued, pursuant to the specific Shareholders' approval to be obtained at the EGM to be convened. In addition, Ezion is a restricted person under Rule 812(1) of the Listing Manual.

### 6.2. Shareholding Interests

Please refer to Appendix A of this announcement for a table illustrating the shareholdings in the Company after completion of the Transactions.

## 7. FINANCIAL EFFECTS

The *pro forma* financial effects of the Transactions, based on the audited consolidated financial statements of the Company and the Group for the financial year ended 30 June 2013, are set out below. The *pro forma* financial effects are only presented for illustration purposes, and are not intended to reflect the actual future financial situation of the Company or the Group after completion of the Transactions.

### 7.1. Net Tangible Assets

Assuming that on 30 June 2013: (i) the Transactions have been completed; (ii) the Options have been fully exercised; and (iii) all 70,000,000 Placement Shares are placed out by the Placement Agent, the effect on the net tangible assets ("**NTA**") per share of the Group as at 30 June 2013 will be as follows:

	Before the Transactions	After the Transactions
Consolidated NTA (A\$'000)	147,487	225,737
Number of Shares ('000)	480,856,136	695,856,136
Consolidated NTA per share (cents)	0.31	0.32

**8. LISTING OF THE NEW SHARES**

The Company will make the necessary announcements once the approval-in-principle for the dealing in, listing and quotation of the Placement Shares and the Option Shares on Mainboard of the SGX-ST has been obtained from the SGX-ST.

**9. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the Placement Agreement and the Option Agreements are available for inspection during normal business hours at the Company's registered office at 36 Tuas Road, Singapore 638505 for a period of three (3) months from the date of this announcement.

**10. FURTHER INFORMATION AND ACTION BY SHAREHOLDERS**

A circular containing information in connection with, *inter alia*, the Proposed Expansion, the Placement and the Grant of Options will be despatched to the Shareholders in due course. The Company will make further announcements relating to the Transactions as and when necessary. As there is no assurance that the aforementioned transactions will be completed, Shareholders are advised to refrain from taking any action which may be prejudicial to their interests before seeking advice from their stockbrokers, bank managers, solicitors, accountants or other professional advisers (as appropriate).

This announcement does not constitute an offer to sell, or the solicitation of an offer to buy, any security and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale would be unlawful.

**11. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS**

Save for Ezion as described above, none of the Directors or substantial shareholders of the Company has any interest, directly or indirectly, in the Transactions, other than in their respective capacity as Directors or Shareholders of the Company.

BY ORDER OF THE BOARD

Stuart Maxwell Kenny  
CEO and Managing Director

9 April 2014

## APPENDIX A

### TABLE OF FIGURES ILLUSTRATING CHANGES TO SHAREHOLDING BEFORE AND AFTER THE TRANSACTIONS

	Existing Share Capital <sup>(1)</sup>		After all Placement and Grant of Options Completed			
			Minimum Exercise Scenario <sup>(1)(2)(4)</sup>		Maximum Exercise Scenario <sup>(1)(3)(5)</sup>	
	No. of Shares	%	No. of Shares	%	No. of Shares	%
Existing Shareholders(excluding Ezion)	538,376,475	93.1	538,376,475	83.0	538,376,475	67.9
Ezion	39,900,000	6.9	39,900,000	6.2	149,900,000	18.9
LGJ	-	-	-	-	15,000,000	1.9
CK	-	-	-	-	7,500,000	0.9
New Individuals	-	-	-	-	12,500,000	1.6
Places from the Placement	-	-	70,000,000	10.8	70,000,000	8.8
<b>Total number of issued Shares<sup>(1)</sup></b>	<b>578,276,475</b>	<b>100.00</b>	<b>648,276,475</b>	<b>100.00*</b>	<b>793,276,475</b>	<b>100.00*</b>
Total number of new Shares			70,000,000	10.8	215,000,000	27.1

\* Any discrepancies in the totals thereof are due to rounding.

#### Notes:

- (1) Excluding treasury shares.
- (2) The proportion of the new Shares compared against the issued share capital of the Company after the completion of the Transactions assuming no Options are exercised.
- (3) The proportion of the new Shares compared against the issued share capital of the Company after the completion of the Transactions assuming all the Options are exercised.
- (4) Assuming all of the 70,000,000 Placement Shares are placed out, and none of the 12,500,000 Options acquired by CK are transferred to the New Individuals.
- (5) Assuming all of the 70,000,000 Placement Shares are placed out, and all of the 12,500,000 Options acquired by CK are transferred to the New Individuals.