

OFFER INFORMATION STATEMENT DATED 26 JANUARY 2015
(Lodged with the Monetary Authority of Singapore on 26 January 2015)

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 ADVISERS IMMEDIATELY.

A copy of this offer information statement (the "**Offer Information Statement**"), together with a copy of each of the PAL (as defined herein), the ARE (as defined herein), the ARS (as defined herein), the WEWAF (as defined herein) and the WAF (as defined herein) has been lodged with the Monetary Authority of Singapore (the "**Authority**"). The Authority assumes no responsibility for the contents of the aforesaid lodged documents. Lodgment of this Offer Information Statement with the Authority does not imply that the Securities and Futures Act, Chapter 289, of Singapore, or any other legal or regulatory requirements, have been complied with. The Authority has not, in any way, considered the merits of the Warrants (as defined herein), the New Shares (as defined herein), the Convertible Bonds (as defined herein) and the Conversion Shares (as defined herein) being offered or in respect of which an invitation is made, for investment.

Approval in-principle has been obtained from the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for the listing of and quotation for the Warrants, the New Shares, the Convertible Bonds and the Conversion Shares on the Main Board of the SGX-ST subject to certain conditions being fulfilled, including an adequate spread of holdings for the Warrants and the Convertible Bonds to provide for an orderly market in the trading of the Warrants and the Convertible Bonds. The Warrants, New Shares, Convertible Bonds and Conversion Shares will be admitted to the Official List of the SGX-ST and official quotation will commence after all conditions imposed by the SGX-ST are satisfied, including an adequate spread of holdings of the Warrants and Convertible Bonds to provide for an orderly market in the trading of the Warrants and Convertible Bonds, all certificates relating thereto having been issued and the notification letters from The Central Depository (Pte) Limited (the "**CDP**") having been despatched.

The SGX-ST assumes no responsibility for the accuracy of any of the statements made, reports contained and/or opinions expressed herein. Approval in-principle granted by the SGX-ST for admission to the Official List of the SGX-ST and the listing of and quotation for the Warrants, New Shares, Convertible Bonds and Conversion Shares are in no way reflective of and are not to be taken as an indication of the merits of the Warrants Issue (as defined herein), the Convertible Bonds Issue (as defined herein), the Warrants, the New Shares, the Convertible Bonds, the Conversion Shares, Joyas International Holdings Limited (the "**Company**") and/or its subsidiaries.

It should be noted that the Warrants and/or the Convertible Bonds may not be listed and quoted on the SGX-ST in the event of an inadequate spread of holdings for the Warrants and/or the Convertible Bonds to provide for an orderly market in the trading of the Warrants and of the Convertible Bonds. Accordingly, in such event, holders of Warrants and/or Convertible Bonds will not be able to trade their Warrants and/or Convertible Bonds on the SGX-ST. However, if holders of Warrants and/or Convertible Bonds were to exercise their rights, subject to the terms and conditions of the Warrants and/or Convertible Bonds (as the case may be), to convert their Warrants into New Shares and/or to convert their Convertible Bonds into Conversion Shares, such New Shares and/or Conversion Shares (as the case may be) will be listed and quoted on the Main Board of the SGX-ST.

This Offer Information Statement may not be sent to any person or any jurisdiction in which it would not be permissible to make an offer of the Warrants or the Convertible Bonds, and the Warrants and Convertible Bonds may not be offered, sold, resold, transferred or delivered, directly or indirectly, to any such person or in any such jurisdiction.

No Warrants and/or Convertible Bonds will be allotted or allocated on the basis of this Offer Information Statement later than six (6) months after the date of lodgment of this Offer Information Statement. Your attention is drawn to the section entitled "Risk Factors" of this Offer Information Statement which you should read carefully.



JOYAS INTERNATIONAL HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)
(Company Registration Number: 38991)

RENOUNCEABLE NON-UNDERWRITTEN RIGHTS ISSUE OF UP TO 354,670,733 WARRANTS BY THE COMPANY (THE "WARRANTS") AT AN ISSUE PRICE OF S\$0.01 FOR EACH WARRANT (THE "WARRANTS ISSUE PRICE") AND CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) NEW COMMON SHARE IN THE CAPITAL OF THE COMPANY (THE "NEW SHARE") AT THE EXERCISE PRICE OF S\$0.10 FOR EACH NEW SHARE, ON THE BASIS OF ONE (1) WARRANT FOR EVERY ONE (1) EXISTING COMMON SHARE IN THE CAPITAL OF THE COMPANY (THE "SHARE") HELD BY SHAREHOLDERS OF THE COMPANY (THE "SHAREHOLDERS") AS AT THE BOOKS CLOSURE DATE (AS DEFINED HEREIN) (THE "WARRANTS ISSUE"); AND

RENOUNCEABLE NON-UNDERWRITTEN RIGHTS ISSUE OF UP TO S\$5,320,060.99 IN AGGREGATE PRINCIPAL AMOUNT OF 7.0 PER CENT. CONVERTIBLE BONDS DUE 2020 (THE "CONVERTIBLE BONDS"), IN THE DENOMINATION OF S\$0.015 FOR EACH CONVERTIBLE BOND, ON THE BASIS OF ONE (1) CONVERTIBLE BOND FOR EVERY ONE (1) SHARE HELD BY SHAREHOLDERS AS AT THE BOOKS CLOSURE DATE (AS DEFINED HEREIN), FRACTIONAL ENTITLEMENTS TO BE DISREGARDED (THE "CONVERTIBLE BONDS ISSUE")

IMPORTANT DATES AND TIMES

Last date and time for splitting	:	5 February 2015 at 5.00 p.m.
Last date and time for acceptance and payment	:	11 February 2015 at 5.00 p.m. (9.30 p.m. for Electronic Applications via ATM of Participating Banks)
Last date and time for renunciation and payment	:	11 February 2015 at 5.00 p.m.
Last date and time for excess application and payment	:	11 February 2015 at 5.00 p.m. (9.30 p.m. for Electronic Applications via ATM of Participating Banks)

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 Depositors (as defined herein), acceptances of the Warrants, Convertible Bonds and/or (if applicable) applications for excess Warrants and/or Convertible Bonds may be made through the CDP or by way of Electronic Application.

For Entitled Scripholders (as defined herein), acceptances of the Warrants, Convertible Bonds and/or (if applicable) applications for excess Warrants and/or Convertible Bonds may be made through the Share Registrar of the Company, Boardroom Corporate & Advisory Services Pte. Ltd.

For investors who hold Shares through finance companies or Depository Agents, acceptances of the Warrants and/or Convertible Bonds and (if applicable) applications for excess Warrants and/or Convertible Bonds must be done through the respective finance companies or Depository Agents. Any application made directly through the CDP or through ATMs will be rejected.

As the Shares are not registered under the CPF Investment Scheme, CPF funds in CPF Investment Accounts cannot be used for the payment of the Warrants Issue Price (as defined herein) and/or the Bonds Issue Price to accept provisional allotments of Warrants and/or Convertible Bonds or to apply for excess Warrants and/or Convertible Bonds.

The existing Shares are quoted on the Official List of the SGX-ST.

Persons wishing to purchase any "nil-paid" Warrants and/or Convertible Bonds entitlements or to subscribe for the Warrants and/or Convertible Bonds offered by this Offer Information Statement should, before deciding whether to purchase or subscribe, carefully read this Offer Information Statement in its entirety in order to make an informed assessment of, *inter alia*, the assets and liabilities, risk factors, profits and losses, financial position and performance and prospects of the Company and the Group and the rights and liabilities attaching to the "nil-paid" Warrants and/or Convertible Bonds entitlements, the Warrants, the Convertible Bonds, the New Shares (when allotted and issued pursuant to the exercise of the Warrants) and the Conversion Shares (when allotted and issued pursuant to the conversion of the Convertible Bonds). They should also 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 the light of their personal circumstances (including financial and taxation affairs). No information in this Offer Information Statement should be considered to be business, financial, legal or tax advice. It is recommended that such persons seek professional advice from their legal, financial, tax or other professional advisers before deciding whether to purchase or subscribe for the "nil-paid" Warrants and/or Convertible Bonds entitlements, the Warrants, the Convertible Bonds, the New Shares, the Conversion Shares and/or the Shares.

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 Warrants Issue and the Convertible Bonds Issue or the allotment and issue of the "nil-paid" Warrants and/or Convertible Bonds entitlements, the Warrants, the Convertible Bonds, the New Shares and the Conversion Shares and, if given or made, such information or representations must not be relied upon as having been authorised by the Company. 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 or the Group. Neither the delivery of this Offer Information Statement nor the issue of the "nil-paid" Warrants and/or Convertible Bonds entitlements, the Warrants, the Convertible Bonds, the New Shares and the Conversion Shares shall, under any circumstances, constitute a continuing representation, or give rise to any implication, that there has been no material change in the affairs of the Company 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 document with the Authority. All Entitled Shareholders and their renounees should take note of any such announcement and, upon the release of such announcement or lodgment of such supplementary or replacement document, as the case may be, shall be deemed to have notice of such changes.

The Company is not making any representation to any person regarding the legality of an investment in the “nil-paid” Warrants or Convertible Bonds entitlements, the Warrants, the Convertible Bonds, the New Shares, the Conversion Shares and/or the Shares by such person under any investment or any other laws or regulations. No information in this Offer Information Statement should be considered to be business, financial, legal or tax advice. Each prospective investor should consult his own professional or other adviser for business, financial, legal or tax advice regarding an investment in the Warrants, the Convertible Bonds, the New Shares, the Conversion Shares and/or the Shares.

Nothing in this Offer Information Statement or the accompanying documents shall be construed as a recommendation to accept or purchase the Warrants, the Convertible Bonds, the New Shares, the Conversion Shares and/or the Shares. Prospective subscribers of the Warrants and/or the Convertible Bonds should rely on their own investigation of the financial condition and affairs, approval 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 solely for the purpose of the acceptance and subscription of the Warrants under the Warrants Issue and the Convertible Bonds under the Convertible Bonds Issue, and may not be relied upon by any persons (other than Entitled Shareholders to whom it is despatched by the Company, their renounees and Purchasers) or for any other purpose.

This Offer Information Statement, including the PAL, the ARE, the ARS, the WEWAF and the WAF, as defined herein, may not be used for the purpose of, and does not constitute, an offer, invitation to or solicitation by or on behalf of anyone in any jurisdiction or under any circumstances in which such an 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 and the purchase, exercise of or subscription for the “nil-paid” Warrants and/or Convertible Bond entitlements, the Warrants, the Convertible Bonds, the New Shares and the Conversion Shares may be prohibited or restricted by law (either absolutely or subject to various securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of these jurisdictions. Entitled Shareholders or any other persons having possession of this Offer Information Statement are advised by the Company to keep themselves informed of and observe such prohibitions and restrictions at their own expense and without liability to the Company.

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DEFINITIONS

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

“Announcement”	:	The announcement made by the Company on 16 December 2013 relating to, <i>inter alia</i> , the Warrants Issue and the Convertible Bonds Issue
“ARE”	:	The application and acceptance form for Convertible Bonds to be issued to Entitled Depositors in respect of their provisional allotments of Convertible Bonds under the Convertible Bonds Issue
“ARS”	:	The application and acceptance form for Convertible Bonds to be issued to Convertible Bond Purchasers
“ATM”	:	Automated teller machine of a Participating Bank
“Authority”	:	The Monetary Authority of Singapore
“Asiapac”	:	Asiapac Growth Holdings Limited, a wholly owned subsidiary of the Company incorporated in the BVI on 15 August 2013
“Bermuda Companies Act”	:	The Companies Act 1981 of Bermuda as amended, supplemented or otherwise modified from time to time
“Bermuda Laws”	:	The Bermuda Companies Act and every other act, order regulation or other instrument having statutory effect (as amended from time to time) for the time being in force in Bermuda applying to or affecting the Company, the Memorandum and/or the Bye-Laws
“Board”	:	The board of Directors of the Company, as at the Latest Practicable Date or from time to time, as the case may be
“Bondholders”	:	Registered holders of the Convertible Bonds, except that where CDP is the registered holder, the term “Bondholders” shall, in relation to such Convertible Bonds and where the context so admits, mean the Depositors whose Securities Accounts are credited with such Convertible Bonds
“Bonds Issue Price”	:	The issue price of the Convertible Bonds, being S\$0.015 for each Convertible Bond
“Books Closure Date”	:	5.00 p.m. on 23 January 2015, 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 Entitled Shareholders under the Convertible Bonds Issue and the Warrants Issue
“Business Day”	:	A day on which the banks in Singapore are open for business (excluding Saturdays, Sundays and gazetted public holidays)
“BVI”	:	British Virgin Islands

“Bye-Laws”	:	The bye-laws of the Company as amended, supplemented or modified from time to time
“CDP”	:	The Central Depository (Pte) Limited
“Circular”	:	The circular to Shareholders dated 2 December 2014 in relation to the Proposed Diversification, the Warrants Issue, the Convertible Bonds Issue and the Proposed Scheme Amendments
“Closing Date”	:	11 February 2015, being the last time and date for acceptance and/or excess application and payment, and renunciation and payment of, the Warrants under the Warrants Issue and the Convertible Bonds under the Convertible Bonds Issue
“Code”	:	The Singapore Code on Take-overs and Mergers, as amended, modified or supplemented from time to time
“Companies Act”	:	The Companies Act, Chapter 50, of Singapore, as amended or modified from time to time or re-enacted thereof for the time being in force
“Company”	:	Joyas International Holdings Limited
“Controlling Shareholder”	:	A person who (a) holds directly or indirectly 15.0% or more of the total number of issued Shares excluding treasury shares in the Company (the SGX-ST may determine that a person who satisfies the above is not a Controlling Shareholder), or (b) in fact exercises control over the Company
“Conversion Shares”	:	The new Shares to be issued by the Company, credited as fully paid, upon the conversion of the Convertible Bonds subject to the Terms and Conditions of the Convertible Bonds
“Convertible Bonds”	:	Up to S\$5,320,060.99 in aggregate principal amount of 7.0 per cent. convertible bonds due 2020, in the denomination of S\$0.015 for each Convertible Bond, to be issued by the Company pursuant to the Convertible Bonds Issue, the Convertible Bonds capable of being converted into Conversion Shares, subject to the Terms and Conditions of the Convertible Bonds
“Convertible Bonds Issue”	:	The proposed renounceable non-underwritten rights issue by the Company of up to S\$5,320,060.99 in aggregate principal amount of 7.0 per cent. convertible bonds due 2020, at the Bonds Issue Price, on the basis of one (1) Convertible Bond for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded, on the terms and conditions set out in this Offer Information Statement
“Convertible Bonds Purchasers”	:	Persons purchasing the provisional allotments of Convertible Bonds under the Convertible Bonds Issue traded on the Main Board of the SGX-ST through the book-entry (scripless) settlement system

“Deed Poll”	:	The deed poll executed by the Company, constituting the Warrants (as the same may be amended or supplemented from time to time) and containing, <i>inter alia</i> , provisions for the protection of the rights and interests of the Warrantholders
“Deed Poll Terms and Conditions”	:	The terms and conditions of the Warrants set out in the Deed Poll
“Directors”	:	The directors of the Company as at the Latest Practicable Date or from time to time, as the case may be
“Electronic Applications”	:	Acceptance of the Warrants and (if applicable) application for excess Warrants and/or acceptance of the Convertible Bonds and (if applicable) application for excess Convertible Bonds, made through an ATM of a Participating Bank in accordance with the terms and conditions of this Offer Information Statement and the relevant procedures for electronic application through an ATM as set out in this Offer Information Statement or on the ATM screens of the relevant Participating Banks
“Entitled Depositors”	:	Shareholders with Shares standing to the credit of their Securities Accounts as at the Books Closure Date and whose registered addresses with CDP are in Singapore as at the Books Closure Date or who have, at least five (5) Market Days prior to the Books Closure, provided CDP with addresses in Singapore for the service of notices and documents, in respect of the Warrants Issue and the Convertible Bonds Issue respectively
“Entitled Scripholders”	:	Shareholders whose share certificates have not been deposited with CDP and who have tendered to the Share Transfer Agent 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 have, at least five (5) Market Days prior to the Books Closure Date, provided the Share Transfer Agent with addresses in Singapore for the service of notices and documents, in respect of the Warrants Issue and the Convertible Bonds Issue respectively
“Entitled Shareholders”	:	Entitled Depositors and Entitled Scripholders
“EPS”	:	Earnings per share
“Excess Convertible Bonds”	:	The provisional allotments of Convertible Bonds which are not taken up as at the close of the Convertible Bonds Issue, and which may be applied and subscribed for by Entitled Shareholders which are in excess of the number of Convertible Bonds provisionally allotted to such Entitled Shareholders
“Excess Warrants”	:	The provisional allotments of Warrants which are not taken up as at the close of the Warrants Issue, and which may be applied and subscribed for by Entitled Shareholders which are in excess of the number of Warrants provisionally allotted to such Entitled Shareholders

“Exercise Period”	:	The period during which the Warrants may be exercised commencing on and including the first (1 st) anniversary of the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the sixth (6 th) anniversary of the date of issue of the Warrants, but excluding such period(s) during which the Register of Warrantholders may be closed pursuant to the terms and conditions of the Warrants as set out in the Deed Poll
“Exercise Price”	:	The sum payable in respect of each New Share to which a Warrantholder will be entitled to subscribe upon the exercise of a Warrant, subject to certain adjustments in accordance with the terms and conditions of the Warrants as set out in the Deed Poll, such exercise price being S\$0.10 at issuance of the Warrant
“Foreign Purchasers”	:	Purchasers of the provisional allotments of Warrants and/or Convertible Bonds whose registered addresses with CDP are outside Singapore at the time of purchase through the book-entry (scripless) settlement system
“Foreign Shareholders”	:	Shareholders with registered addresses outside Singapore as at the Books Closure Date and the Books Closure Date (as the case may be) and who have not, at least five (5) Market Days prior to the Books Closure Date, and the Books Closure Date (as the case may be) provided CDP or the Company, as the case may be, addresses in Singapore for service of notices and documents
“FY”	:	Financial year ended or ending on 31 December
“Group”	:	The Company and its subsidiaries collectively
“HK Silver”	:	Hong Kong Silver Basic Group Limited, a company incorporated in Hong Kong and principally engaged in the distribution and trading of nickel. The Group will acquire 70% equity interests in HK Silver pursuant to the Proposed Diversification
“Hong Kong”	:	Hong Kong Special Administrative Region of the PRC
“HY”	:	Financial period for the six (6) months ended 30 June
“Independent Adviser”	:	A reputable independent investment bank or an independent auditor (acting as an expert), selected by the Company and approved in writing by the Trustee in respect of the Convertible Bonds
“Latest Practicable Date”	:	21 January 2015, being the latest practicable date prior to the printing of this Offer Information Statement
“Listing Manual”	:	The listing manual of the SGX-ST, as amended or modified from time to time
“LPS”	:	Loss per Share
“Market Day”	:	A day on which the SGX-ST is open for trading in securities

“Memorandum”	:	The memorandum of association of the Company, as amended or modified from time to time
“New Shares”	:	The new Shares to be issued by the Company, credited as fully paid, upon the exercise of the Warrants in accordance with the Deed Poll, including where the context admits, such new Shares arising from the exercise of any further Warrants which may be issued pursuant to the terms and conditions of the Warrants as set out in the Deed Poll
“Nickel Distribution and Trading Business”	:	The business of buying of nickel from suppliers in South East Asia and selling of nickel to customers in Hong Kong and the PRC
“NRIC”	:	Has the meaning ascribed to it in paragraph 2 of the section entitled “Trading” of this Offer Information Statement
“NTA”	:	Net tangible assets value
“Offer Information Statement”	:	This document to be lodged with the Authority pursuant to Section 277 of the Securities and Futures Act, including (where the context admits) the PAL, the ARE, the ARS, the WEWAF, the WAF and all other accompanying documents, including, where the context so admits, and any supplementary or replacement documents which may be issued by the Company in connection with the Warrants Issue and the Convertible Bonds Issue
“Ordinary Resolutions”	:	The ordinary resolutions in relation to the Proposed Diversification, the Warrants Issue, the Convertible Bonds Issue, and the Proposed Scheme Amendments as set out in the Circular
“PAL”	:	The provisional allotment letters to be issued to Entitled Scripholders, setting out the provisional allotment of Warrants of such Entitled Scripholders under the Warrants Issue and the provisional allotment of Convertible Bonds of such Entitled Scripholders under the Convertible Bonds Issue
“Participating Banks”	:	The banks listed in Appendix E to this Offer Information Statement
“PRC”	:	The People’s Republic of China
“Proposed Acquisition”	:	The proposed acquisition of 70% equity interests in HK Silver pursuant to the Proposed Diversification
“Proposed Diversification”	:	The proposed diversification of the Company’s business to include the Nickel Distribution and Trading Business, for which Shareholders’ approval was obtained at the SGM
“Proposed Scheme Amendments”	:	The proposed amendments to the Scheme as set out in the Circular, for which Shareholders’ approval was obtained at the SGM
“Purchasers”	:	Warrants Purchasers and/or Convertible Bonds Purchasers (as the case may be)

“Record Date”	:	In relation to any dividend, right, allotment or other distribution, the date as at the close of business (or such other time as may have been notified by the Company) on which Shareholders must be registered with the Company or with CDP, as the case may be, in order to participate in such dividends, rights, allotments or other distributions
“Rights Mailing Address”	:	Mailing address of Entitled Depositors maintained with CDP for the purpose of receiving the Warrants Issue and Convertible Bonds Issue documents
“Scheme”	:	The Joyas Share Option Scheme adopted by the Company on 21 December 2007
“Securities Account(s)”	:	The securities account(s) maintained by a Depositor with CDP but not including the securities sub-accounts maintained with a Depository Agent
“Securities and Futures Act” or “SFA”	:	Securities and Futures Act, Chapter 289, of Singapore, as amended or modified from time to time or re-enacted thereof for the time being in force
“SGM”	:	The special general meeting of the Company held on 8 January 2015
“SGXNET”	:	The SGXNET Corporate Announcement System
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Share Registrar”, “Share Transfer Agent” or “Warrant Agent” or “Bond Registrar”	:	Boardroom Corporate & Advisory Services Pte. Ltd.
“Shareholders”	:	The registered holders of Shares in the Register of Members of the Company, except where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares and where the context so admits, mean the Depositors whose Securities Accounts are credited with those Shares
“Shares”	:	Common shares of par value HK\$0.01 each in the capital of the Company
“Shenniu Indonesia”	:	PT Shenniu Mining Indonesia, a company incorporated in Indonesia and principally engaged in the business of mining and distribution of natural resources
“Sinophil”	:	Sinophil Mining and Trading Corporation, a company incorporated in the Philippines and principally engaged in the business of mining and distribution of natural resources including nickel
“Subsidiaries”	:	The subsidiaries of the Company as at the date of this Offer Information Statement
“Substantial Shareholder”	:	A person who has an interest (directly or indirectly) in the voting shares in the Company representing not less than 5% of all voting shares.

“Terms and Conditions of the Convertible Bonds”	:	The terms and conditions of the Convertible Bonds set out in the Trust Deed
“Trust Deed”	:	The Trust Deed executed by the Company to constitute the Convertible Bonds and containing, <i>inter alia</i> , provisions for the protection of the rights and interests of Bondholders
“Transfer Form”	:	Has the meaning ascribed to it in paragraph 1(a) of Part X of this Offer Information Statement
“Transferor”	:	Has the meaning ascribed to it in paragraph 1(a) of Part X of this Offer Information Statement
“WAF”	:	The application and acceptance form for the Warrants to be issued to the Warrants Purchasers
“Warrant Agency Agreement”	:	The warrant agency agreement dated 15 January 2015 entered into between the Company and the Warrant Agent, for the purpose, <i>inter alia</i> , of appointing the Warrant Agent
“Warrantholders”	:	Registered holders of the Warrants, except where the registered holder is CDP, then the term “Warrantholders” shall, in relation to such Warrants, mean the Entitled Depositors whose Securities Accounts are credited with such Warrants
“Warrants”	:	The warrants in registered form to be issued at the Warrants Issue Price by the Company pursuant to the Warrants Issue, and where the context so admits, such additional warrants as may be required or permitted to be issued by the Company pursuant to the terms and conditions of the Deed Poll (any such additional warrants to rank <i>pari passu</i> with the warrants issued pursuant to the Warrants Issue and for all purposes to form part of the same series), each such warrant entitling its holder to subscribe for one (1) New Share at the Exercise Price, subject to the terms and conditions of the Deed Poll, being up to 354,670,733 warrants at issuance
“Warrants Issue”	:	The proposed renounceable non-underwritten rights issue of up to up to 354,670,733 Warrants at the Warrants Issue Price for each Warrant, each Warrant carrying the right to subscribe for one (1) New Share at the Exercise Price on the basis of one (1) Warrant for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, on the terms and conditions of this Offer Information Statement
“Warrants Issue Price”	:	The issue price of the Warrants, being S\$0.01 per Warrant
“Warrants Purchasers”	:	Persons purchasing the provisional allotments of Warrants under the Warrants Issue traded on the Main Board of the SGX-ST through the book-entry (scripless) settlement system
“Warrant Register”	:	The register maintained by the Warrant Agent containing the particulars of the Warrantholders (other than Warrantholders who are Depositors) and such other information relating to the Warrants as the Company may require

“WEWAF”	:	The application and acceptance form for Warrants to be issued to Entitled Depositors in respect of their provisional allotments of the Warrants under the Warrants Issue
“USA”	:	The United States of America
“HK\$” or “HK dollar” and “HK cents”	:	Hong Kong dollars and cents respectively, being the lawful currency of Hong Kong
“S\$” and “cents”	:	Singapore dollars and cents, respectively, the lawful currency of the Republic of Singapore
“%” or “per cent.”	:	Per centum or percentage

The terms “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the meanings ascribed to them respectively in Section 130A of the Companies Act.

The term “associate”, “associated company” and “subsidiary” shall have the meanings ascribed to them respectively in the Fourth Schedule of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 and the Companies Act.

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

Any reference to a time of day in this Offer Information Statement, the PAL, the ARE, the ARS, the WEWAF or the WAF shall be a reference to Singapore time unless otherwise stated. Any reference to a date and/or time in this Offer Information Statement, the PAL, the ARE, the ARS, the WEWAF or the WAF in relation to the Warrants Issue and the Convertible Bonds Issue (including but not limited to the Closing Date and the last dates and times for splitting, acceptance and payment, renunciation and payment, and excess application and payment) shall include such other date(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, the ARS, the WEWAF or the WAF to any enactment is a reference to that enactment for the time being amended or re-enacted. Any term defined under the Companies Act, the Bermuda Companies Act, the Securities and Futures Act or the Listing Manual or such statutory modification thereof and used in this Offer Information Statement shall, where applicable, have the same meaning as ascribed to it under the Companies Act, the Bermuda Companies Act, the Securities and Futures Act, the Listing Manual, the Code, or such modification thereof, as the case may be, unless otherwise provided.

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

Any discrepancies in figures included in this Offer Information Statement between the amounts listed and the 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.

INDICATIVE TIMETABLE OF KEY EVENTS

Shares trade ex-rights	:	21 January 2015 from 9.00 a.m.
Book Closure Date for Warrants Issue and Convertible Bonds Issue	:	23 January 2015 at 5.00 p.m.
Despatch of Offer Information Statement, ARE, ARS, WEWAF, WAF and PAL (as the case may be) to Entitled Shareholders	:	28 January 2015
Commencement of trading of “nil-paid” Warrants and Convertible Bonds entitlements	:	28 January 2015 from 9.00 a.m.
Last date and time for trading of “nil-paid” Warrants and Convertible Bonds entitlements	:	5 February 2015 at 5.00 p.m.
Last date and time for splitting Warrants and Convertible Bonds entitlements	:	5 February 2015 at 5.00 p.m.
Last date and time for acceptance and payment of Warrants and/or Convertible Bonds	:	11 February 2015 at 5.00 p.m. (9.30 p.m. for Electronic Applications via ATM of Participating Banks)
Last date and time for renunciation of and payment of Warrants and Convertible Bonds	:	11 February 2015 at 5.00 p.m.
Last date and time for application and payment of Excess Warrants and/or Excess Convertible Bonds	:	11 February 2015 at 5.00 p.m. (9.30 p.m. for Electronic Applications via ATM of Participating Banks)
Expected date for issuance of Warrants and Convertible Bonds	:	23 February 2015
Expected date for crediting of Warrants and Convertible Bonds	:	24 February 2015
Expected date for refund for unsuccessful applications (if made through CDP)	:	24 February 2015
Expected date for commencement of trading of the Warrants	:	25 February 2015
Expected date for commencement of trading of the Convertible Bonds	:	25 February 2015

The Warrants Issue and the Convertible Bonds Issue will not be withdrawn after the commencement of ex-rights trading.

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

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE WARRANTS ISSUE AND THE CONVERTIBLE BONDS ISSUE

1. Entitled Shareholders

Entitled Shareholders are entitled to participate in the Warrants Issue and the Convertible Bonds Issue and to receive this Offer Information Statement together with the ARE, WEWAF 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 or WEWAFs may obtain them from CDP or the Share Registrar during the period up to the Closing Date. Entitled Scripholders who do not receive this Offer Information Statement and the PALs may obtain them from the Share Registrar during the period up to the Closing Date.

Entitled Shareholders will be provisionally allotted the Warrants and the Convertible Bonds on the basis of their shareholdings in the Company as at the Books Closure Date, fractional entitlements being disregarded. Entitled Shareholders are at liberty to accept, decline, renounce or in the case of Entitled Depositors only, trade on the SGX-ST in part or in full (during the provisional allotment trading period prescribed by the SGX-ST), their provisional allotment of Warrants and/or Convertible Bonds, and are eligible to apply for additional Warrants and/or Convertible Bonds in excess of their provisional allotments under the Warrants Issue and the Convertible Bonds Issue.

Entitled Depositors should note that all notices and documents will be sent to their last registered address with CDP. Entitled Depositors who may wish to update or maintain a Mailing Address with CDP for the purpose of receiving the Warrants Issue and Convertible Bonds Issue documents should complete, sign and submit the relevant information update forms to the CDP, which can be downloaded from www.cdp.com.sg. Depositors are reminded that any request to CDP to register a Mailing Address or any request to CDP to update its records for a new Mailing Address or to effect any change in address must reach CDP at 9 North Buona Vista Drive, #01-19/20, The Metropolis, Singapore 138588, not later than five (5) Market Days prior to the Books Closure Date.

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

Entitled Scripholders are encouraged to open Securities Accounts if they have not already done so and to deposit their share certificates with CDP prior to the Books Closure Date so as to enable CDP to credit their Securities Accounts with their Shares and the provisional allotments of Warrants and Convertible Bonds. Entitled Scripholders should note that their Securities Accounts will only be credited with the Shares on the twelfth (12th) Market Day from the date of lodgment of the share certificates with CDP or such later date as CDP may determine.

The procedures for, and the terms and conditions applicable to, acceptances, renunciation and/or sales of the provisional allotments of Warrants and Convertible Bonds, and for the applications for Excess Warrants and/or Excess Convertible Bonds, including the different modes of acceptance or application and payment, are contained in Appendices B, C and D of this Offer Information Statement and in the PAL, the ARE, the ARS, the WEWAF and the WAF.

2. Foreign Shareholders

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

any violation of the securities legislation applicable in countries other than Singapore, the Offer Information Statement and its accompanying documents have not been and will not be despatched to Foreign Shareholders or into any jurisdiction outside Singapore.

Accordingly, Foreign Shareholders will not be entitled to participate in the Warrants Issue or the Convertible Bonds Issue. No provisional allotment of the Warrants and/or Convertible Bonds will be made to Foreign Shareholders and no purported acceptance thereof or application therefor by any Foreign Shareholder will be valid.

The Company reserves the right to treat as invalid any ARE, ARS, WEWAF, WAF or PAL which (a) appears to the Company or its agents 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 warrant certificate(s) for the Warrants or bond certificates for the Convertible Bonds or which requires the Company to despatch the share certificate(s), warrant certificate(s) and/or bond certificate(s) to an address in any jurisdiction outside Singapore or (c) purports to exclude any deemed representation or warranty required by the terms of the Offer Information Statement, ARE, ARS, WEWAF, WAF or PAL.

If it is practicable to do so, the Company may, at its absolute discretion, arrange for the provisional allotments of Warrants and Convertible Bonds which would otherwise have been provisionally allotted to Foreign Shareholders, to be sold “nil-paid” on the SGX-ST as soon as practicable after dealings in the provisional allotment of Warrants and Convertible Bonds 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 to Foreign Shareholders in proportion to their respective shareholdings or, as the case may be, the number of Shares standing to the credit of their respective Securities Accounts as at the Books Closure Date and sent to them by means of a crossed cheque drawn on a bank in Singapore via ordinary mail at their own risk by ordinary post to their mailing address as recorded with CDP, or in such other manner as they may have agreed with CDP for the payment of any cash distributions. If the amount of net proceeds distributable to any single Foreign Shareholder is less than \$10.00, such net proceeds will be retained for the sole benefit of the Company or dealt with as the Directors may, in their absolute discretion, deem fit in the interest of the Company and no Foreign Shareholder shall have any claim whatsoever against the Company the Share Registrar or CDP in connection therewith.

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

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

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

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

The Warrants and Convertible Bonds which are not otherwise taken up or allotted for any reason shall be used to satisfy Excess Warrants applications and Excess Convertible Bonds applications (if any) as the Directors may, in their absolute discretion, deem fit in the interest of the Company. All fractional entitlements to the Warrants and Convertible Bonds will be disregarded in arriving at the Entitled Shareholders' entitlements and will, together with provisional allotments which are not taken up or allotted for any reasons, be aggregated and used to satisfy Excess Warrants applications and Excess Convertible Bonds applications (if any) or otherwise disposed or dealt with in any manner as the Directors may, in their absolute discretion, deem fit in the interest of the Company. In the allotment of Excess Warrants and Excess Convertible Bonds, preference will, where appropriate, be given to the rounding of odd lots, and the Directors and Substantial Shareholders will rank last in priority.

TRADING

1. LISTING OF AND QUOTATION FOR THE WARRANTS, THE NEW SHARES, THE CONVERTIBLE BONDS AND THE CONVERSION SHARES

Approval in-principle has been obtained from the SGX-ST for the listing of and quotation for the Warrants, the New Shares, the Convertible Bonds and the Conversion Shares on the Main Board of the SGX-ST. The approval in-principle of the SGX-ST is not to be taken as an indication of the merits of the Company, its subsidiaries, the Warrants Issue, the Warrants, the New Shares, the Convertible Bonds Issue, the Convertible Bonds and the Conversion Shares.

Upon listing and quotation on the Official List of the SGX-ST, the Warrants, the Convertible Bonds, the New Shares (when allotted and issued) and the Conversion Shares (when allotted and issued) will be traded under the book-entry (scripless) settlement system. For the purposes of trading on the Official List of the SGX-ST, each board lot of Warrants and Convertible Bonds will comprise 100 Warrants and 100 Convertible Bonds respectively. All dealings in, and transactions (including transfers) of the Warrants, the New Shares, the Convertible Bonds and the Conversion Shares effected through the SGX-ST and/or CDP shall be made in accordance with CDP's "Terms and Conditions for Operation of Securities Accounts with CDP" and the "Terms and Conditions for CDP to act as Depository for the Warrants" and the master depository services agreement, as the same may be amended from time to time. Copies of the "Terms and Conditions for Operation of Securities Accounts with CDP" and the "Terms and Conditions for CDP to act as Depository for the Warrants" are available from CDP.

The listing of and quotation for the Warrants is subject to, *inter alia*, there being a sufficient spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants. Under Rule 826 of the Listing Manual, it is provided that as a guide, the SGX-ST expects at least 100 Warrantholders for a class of company warrants. Similarly, the listing and quotation of the Convertible Bonds is subject to, *inter alia*, there being sufficient spread of holdings for the Convertible Bonds to provide for an orderly market in the trading of the Convertible Bonds. **In the event that permission is not granted by the SGX-ST for the listing of and quotation for the Warrants and/or Convertible Bonds issued for any reason, Warrantholders and/or Bondholders will not be able to trade their Warrants and/or Bonds on the Main Board of the SGX-ST.** The Company shall nevertheless proceed and complete the Warrants Issue and the Convertible Bonds Issue notwithstanding that permission is not granted by the SGX-ST for the listing of and quotation for the Warrants and/or Convertible Bonds. However, if a Warrantholder or Bondholder were to exercise his rights, subject to the terms and conditions of the Warrants and Convertible Bonds respectively, to convert his Warrants into New Shares or Convertible Bonds into Conversion Shares, such New Shares or Conversion Shares will be listed and quoted on the Main Board of the SGX-ST.

2. ARRANGEMENTS FOR SCRIPLESS TRADING

To facilitate scripless trading, Entitled Scripholders and their renounees who wish to accept the Warrants and/or Convertible Bonds provisionally allotted to them and (if applicable) apply for Excess Warrants and/or Excess Convertible Bonds, and who wish to trade the Warrants and/or Convertible Bonds issued to them on the SGX-ST 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 Warrants and Convertible Bonds and if applicable, the Excess Warrants and Excess Convertible Bonds that may be allotted to them may be credited by CDP into their Securities Accounts. Entitled Scripholders and their renounees who wish to accept and/or apply for the Warrants, Excess Warrants, Convertible Bonds and/or Excess Convertible Bonds and have their Warrants and/or Convertible Bonds 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 renounees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or who have provided 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 the Securities Accounts currently maintained with CDP, will be issued physical warrant certificates for the Warrants allotted to them in their own names and if applicable, the excess Warrants allotted to them. Physical warrant certificates, if issued, will be forwarded to Entitled Scripholders by ordinary post at their own risk but will not be valid for delivery pursuant to trades done on the SGX-ST under the book-entry (scripless) settlement system, 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 the CDP.

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

3. TRADING OF ODD-LOTS

All fractional entitlements to the Warrants and Convertible Bonds will be disregarded in arriving at the entitlements of the Entitled Shareholders and will, together with entitlements not allotted or taken up for any reason, be aggregated and issued to satisfy applications, if any, for Excess Warrants and/or Excess Convertible Bonds or otherwise disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company.

Entitled Depositors who wish to trade all or part of their provisional allotments of Warrants and/or provisional allotments of Convertible Bonds on the SGX-ST during the provisional allotments trading period should note that the provisional allotments of Warrants and the provisional allotments of Convertible Bonds will be tradeable in board lots, each board lot comprising provisional allotments of 100 Warrants and 100 Convertible Bonds, as the case may be, or any other board lot size which the SGX-ST may require. Such Entitled Depositors may start trading in their provisional allotments of Warrants and their provisional allotments of Convertible Bonds as soon as dealings therein commence on the SGX-ST.

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 officers, Directors or employees acting on its behalf, that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by words that have a bias towards the future or, are forward-looking such as, without limitation, “anticipate”, “believe”, “could”, “estimate”, “expect”, “forecast”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “will” and “would” or similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the Group’s expected financial position, business strategy, plans and future prospects of the Group’s industry are forward looking statements. These forward-looking statements, including statements as to the Group’s revenue and profitability, prospects, future plans and other matters discussed in this Offer Information Statement regarding matters that are not historical facts, are only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Group’s actual, future results, performance or achievements to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements.

Given the risks, uncertainties and other factors that may cause the Group’s actual future results, performance or achievements to be materially different from that expected, expressed or implied by the forward-looking statements in this Offer Information Statement, undue reliance must not be placed on these statements. The Group’s actual results, performance or achievements may differ materially from those anticipated in these forward-looking statements. Neither the Company nor any other person represents or warrants that the Group’s actual future results, performance or achievements will be discussed or implied in those statements.

Further, the Company disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances for any reason, even if new information becomes available or other events occur in the future. However, the Company will make an announcement with SGX-ST and, if required, may lodge a supplementary or replacement document with the Authority, in the event, *inter alia*, it becomes aware of a new circumstance that has arisen since the lodgement of this Offer Information Statement with the Authority that is material, or are required to be disclosed by law and/or the SGX-ST.

The Company is also subject to the provisions of the Listing Manual regarding corporate disclosure.

TAKE-OVERS

The Code regulates the acquisition of ordinary shares of, *inter alia*, corporations with a primary listing on the SGX-ST, including the Company. Except with the consent of the Council, where:-

- (i) any person acquires whether by a series of transactions over a period of time or not, shares which (taken together with shares held or acquired by parties acting in concert with him) carry 30% or more of the voting rights of the Company; or
- (ii) any person who, together with parties acting in concert with him, holds not less than 30% but not more than 50% of the voting rights in the Company and such person, or any party acting in concert with him, acquires in any period of six (6) months additional shares carrying more than 1% of the voting rights,

such person must extend a mandatory take-over offer immediately to the Shareholders for the remaining Shares in the Company in accordance with the provisions of the Code. In addition to such person, each of the principal members of the group of parties acting in concert with him may, according to the circumstances of the case, have the obligation to extend an offer.

Shareholders, Warrantholders or Bondholders who are in doubt as to their obligations, if any, to make a mandatory take-over offer under the Code as a result of any acquisition of Warrants or the exercise of the Warrants pursuant to the Warrants Issue or any acquisition of Convertible Bonds pursuant to the Convertible Bonds Issue should consult the Council and/or their professional advisers immediately.

If and where necessary or required by law or regulations, the Company may scale down any Shareholder's application to subscribe for any Warrants and/or Convertible Bonds to avoid placing such Shareholder in the position of incurring an obligation to make a mandatory general offer for the Shares under the Code as a result of other Shareholders not taking up their entitlements of the Warrants and/or Convertible Bonds.

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.
-

Name of Directors	Address
LAU Chor Beng, Peter	House 37, Wong Chuk Wan Sai Kung New Territories Hong Kong
CHEUNG Wai Hung, Danny	18G, Tower 1, La Grove, 83 Shap Pat Hueng Road, Yuen Long Hong Kong
KWOK Chin Phang	92 Jalan Seaview, Singapore 438405
ONG Chor Wei	3A Greenview Gardens 125 Robinson Road Hong Kong
CHEUNG King Kwok	261 Arcadia Road #10-01 Singapore 289853
LIM Siang Kai	26A Jalan Haji Alias Singapore 268527

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.
-

- (a) There is no issue manager to the Warrants Issue and Convertible Bonds Issue.
- (b) There is no underwriter for the Warrants Issue and Convertible Bonds Issue as these are not underwritten.

(c) Legal Adviser:

Legal advisor for or in relation to the
Warrants Issue and Convertible
Bonds Issue

Shook Lin & Bok LLP
1 Robinson Road
#18-00 AIA Tower
Singapore 048542

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, Share Transfer Office, Warrant Agent and Bond Registrar in respect of the Convertible Bonds	:	Boardroom Corporate & Advisory Services Pte. Ltd. 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623
Trustee and Paying Agent in respect of the Convertible Bonds	:	Lion Trust (Singapore) Limited 20 Cross Street #02-18 China Court @ China Square Central Singapore 048422
Receiving Banker	:	CIMB Bank Berhad 50 Raffles Place #01-02 Singapore Land Tower Singapore 048623

PART III – OFFER STATISTICS AND TIMETABLE

Offer Statistics

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

The Warrants Issue will be made on a renounceable non-underwritten rights issue basis. Based on the issued and paid up share capital of the Company comprising 354,670,733 Shares as at the Latest Practicable Date, up to 354,670,733 Warrants will be offered to the Entitled Shareholders on the basis of one (1) Warrant for every one (1) existing Share held by the Entitled Shareholders as at the Books Closure Date at the issue price of S\$0.01 for each Warrant carrying the right to subscribe for one (1) New Share at the Exercise Price of S\$0.10 for each New Share, fractional entitlements to be disregarded.

The Convertible Bonds Issue will be made on a renounceable non-underwritten rights issue basis. Based on the issued and paid up share capital of the Company comprising 354,670,733 Shares as at the Latest Practicable Date, up to S\$5,320,060.99 in aggregate principal amount (or 354,670,733 Convertible Bonds in numerical quantity) of Convertible Bonds due in 2020 will be offered to the Entitled Shareholders on the basis of one (1) Convertible Bond for every one (1) existing Share held by the Entitled Shareholders as at the Books Closure Date at the issue price of S\$0.015 for each Convertible Bond carrying the right to be converted into Conversion Shares at the Conversion Price of S\$0.10 for each Conversion Share, fractional entitlements to be disregarded.

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.**
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Please see paragraphs 3 to 7 of Part III of this Offer Information Statement 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 lodgment 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.**
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Please refer to the Section entitled “Indicative Timetable of Key Events” of this Offer Information Statement for the full indicative timetable relating to the Warrants Issue and the Convertible Bonds Issue.

The key dates and times in respect of the Warrants Issue and the Convertible Bonds Issue are set out below.

IMPORTANT DATES AND TIMES

Last date and time for splitting Warrants and Convertible Bonds entitlements	5 February 2015 at 5.00 p.m.
Last date and time for acceptance and payment of Warrants and/or Convertible Bonds	11 February 2015 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications via ATM of Participating Banks)
Last date and time for renunciation and payment	11 February 2015 at 5.00 p.m.
Last date and time for excess application and payment	11 February 2015 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications via ATM of Participating Banks)

The above-mentioned timetable is indicative only and may be subject to such modifications as the Company may with the approval of the SGX-ST decide, subject to any limitation under any applicable laws. As at the Latest Practicable Date, the Company does not expect the timetable to be modified. The Company will publicly announce any modification to the Closing Date through a SGXNET announcement to be posted on the SGX-ST website at <http://www.sgx.com>.

Acceptances should be made in the manner set out in this Offer Information Statement as well as the applicable PAL, the ARE, the ARS, the WEWAF or the WAF to the persons named therein to the following addresses:

- (a) in the case of Entitled Depositors, to **JOYAS INTERNATIONAL HOLDINGS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED**, by hand to **9 NORTH BUONA VISTA DRIVE, #01-19/20, THE METROPOLIS, SINGAPORE 138588**, or by post, at the Shareholder's own risk, in the enclosed self-addressed envelope to **JOYAS INTERNATIONAL HOLDINGS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE P.O. BOX 1597, SINGAPORE 903147**; or
- (b) in the case of Entitled Scripholders, to **JOYAS INTERNATIONAL HOLDINGS LIMITED C/O THE SHARE REGISTRAR, Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623**.

It is not anticipated that the period for which the Warrants Issue and the Convertible Bonds Issue will be kept open will be extended or shortened. An announcement will be made via SGXNET if there are any such changes.

Please refer to Appendices B, C, and D of this Offer Information Statement, the PAL, the ARE, the ARS, the WEWAF and the WAF for details of the procedures for acceptance, application, renunciation and/or payment of the Warrants and the Convertible Bonds.

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.

Method for Paying up

The Warrants and Convertible Bonds are payable in full upon acceptance and application in the manner set out below.

- (a) For Entitled Depositors:
 - (i) payment may be made in cash by authorising the relevant Participating Bank to deduct the relevant amount from the Entitled Depositor's bank account (if the application is made through an ATM); or

- (ii) in respect of the Warrants Issue, payment be attached to the WEWAF or WAF in the form of a Cashier's Order or Banker's Draft made in Singapore currency and drawn on a bank in Singapore for the full amount payable to "CDP – JOYAS WARRANTS ISSUE ACCOUNT" and crossed "NOT NEGOTIABLE, ACCOUNT PAYEE ONLY". The Entitled Depositor's name and securities account number must be clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft (if the application is made through CDP; and/or
 - (iii) in respect of the Convertible Bonds Issue, payment be attached to the ARE or ARS in the form of a Cashier's Order or Banker's Draft made in Singapore currency and drawn on a bank in Singapore for the full amount payable to "CDP – JOYAS CONVERTIBLE BONDS ISSUE ACCOUNT" and crossed "NOT NEGOTIABLE, ACCOUNT PAYEE ONLY". The Entitled Depositor's name and securities account number must be clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft (if the application is made through CDP).
- (b) For Entitled Scripholders, payment be attached to the PAL in the form of a Cashier's Order or Banker's Draft made in Singapore currency and drawn on a bank in Singapore for the full amount payable to "JOYAS - WARRANTS ISSUE ACCOUNT" (in respect of payments for Warrants) and to "JOYAS - CONVERTIBLE BONDS ISSUE ACCOUNT" (in respect of payments for Convertible Bonds) and crossed "NOT NEGOTIABLE, ACCOUNT PAYEE ONLY". The Entitled Scripholder's name and address must be clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

Time for Payment

The last date and time for acceptances, application for excess Warrants and excess Convertible Bonds and payment for excess Warrants and excess Convertible Bonds is on **11 February 2015 at 5.00 p.m.** or, in the case of acceptance and/or excess application and payment through an ATM of a Participating Bank, on **11 February 2015 at 9.30 p.m.**

Applicable Procedures for making Payment

The detailed procedures for, and the terms and conditions applicable to, acceptances, renunciation and/or sales of the provisional allotments of the Warrants, the provisional allotments of Convertible Bonds, the application for Excess Warrants and the application for Excess Convertible Bonds, including the different modes of acceptances or application and payment are contained in Appendices B, C and D of this Offer Information Statement and in the PAL, the ARE, the ARS, the WEWAF and the WAF.

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 Warrants and Convertible Bonds will be provisionally allotted to Entitled Shareholders:

- (i) on or about 28 January 2015 by crediting the provisional allotments to Entitled Depositors; and
- (ii) on or about 28 January 2015 in the case of Entitled Scripholders, by despatching of the PALs to Entitled Scripholders.

In the case of Entitled Scripholders who apply for the Warrants and Excess Warrants, physical warrant certificates will be despatched to such subscribers within ten (10) Market Days from the Closing Date, at their own risk, by ordinary post.

In the case of the Entitled Depositors who apply for Warrants and Excess Warrants, the warrant certificates for the Warrants and Excess Warrants are expected to be despatched within ten (10) Market Days from the Closing Date directly to CDP. It is expected that CDP will send to Depositors, at their own risk, within fourteen (14) Market Days after the Closing Date, a statement showing the number of Warrants credited to the relevant securities account of such Depositors.

After the receipt of valid acceptances, excess applications and payments for the Convertible Bonds before the Closing Date, the Convertible Bonds are expected to be issued on or about 23 February 2015 and will on issue be represented by a Global Bond Certificate registered in the name of, and deposited with, CDP. Except in the limited circumstances described in the provisions of the Global Bond Certificate, owners of interests in the Convertible Bonds represented by the Global Bond Certificate will not be entitled to receive definitive bond certificates in respect of their individual holdings of Convertible Bonds. The Convertible Bonds are not issuable in bearer form. Upon crediting of the Convertible Bonds, CDP will send to the relevant subscriber a notification letter stating the number of Convertible Bonds credited to the relevant subscriber's Securities Account.

Please refer to Appendices B, C and D of this Offer Information Statement, the PAL, the ARE, the ARS, the WEWAF and the WAF for further information.

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

Not applicable. None of the Shareholders has pre-emptive rights to subscribe for Warrants or Convertible Bonds.

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 Issue

The Company will announce the results of the Warrants Issue and the Convertible Bonds Issue through an SGXNET announcement to be posted on the internet at the SGX-ST's website, <http://www.sgx.com>.

Manner of Refund

When any acceptance of and/or excess application for Warrants and/or Convertible Bonds is invalid or unsuccessful, in full or in part, the amount paid on acceptance and/or application will be returned or refunded to such applicants without interest or any share of revenue or other benefit arising therefrom within fourteen (14) days after the Closing Date by any one or a combination of the following:

- (a) by crediting the relevant applicant's bank account with the relevant Participating Bank, at the applicant's own risk, the receipt by such bank being a good discharge by the Company and CDP of their obligations, if any, thereunder (if acceptance and/or excess application is made through an ATM);
- (b) by means of a crossed cheque drawn on a bank in Singapore and sent by ordinary post at the relevant applicant's own risk to the mailing address maintained with CDP or in such other manner as the applicant may have agreed with CDP for the payment of any cash distributions (if acceptance and/or excess applications is made through CDP); and/or

- (c) by means of a crossed cheque drawn on a bank in Singapore and sent by ordinary post at the relevant applicant's own risk to the applicant's mailing address as maintained with the Share Registrar (in the case of acceptances and/or applications made through the Share Registrar).

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

PART IV – KEY INFORMATION

Use of Proceeds from Warrants Issue and Convertible Bonds Issue and Expenses Incurred

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

Please see information set out in paragraphs 2 to 7 of 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.**

Proceeds under the Warrants Issue

Assuming that the Warrants Issue is fully subscribed, and the Warrants are fully exercised, the gross proceeds will amount to approximately S\$39 million (comprising of approximately S\$3.5 million from the subscription of Warrants and S\$35.5 million from the exercise of Warrants), and the estimated net proceeds from the Warrants Issue will be approximately S\$37.1 million, after deducting professional fees as well as related expenses amounting to an aggregate of approximately S\$1.9 million (comprising legal fees, administrative expenses and other professional expenses) incurred in connection with the Warrants Issue.

Proceeds under the Convertible Bonds Issue

Assuming that the Convertible Bonds Issue is fully subscribed, the estimated net proceeds of the Convertible Bonds Issue will be approximately S\$5.06 million, after deducting professional fees as well as related expenses amounting to an aggregate of approximately S\$0.26 million incurred in connection with the Convertible Bonds Issue.

3. **Disclose how the net proceeds raised by the relevant entity from the offer will be allocated to each principal intended use. If the anticipated proceeds will not be sufficient to fund all of the intended uses, disclose the order of priority of such uses, as well as the amount and sources of other funds needed. Disclose also how the proceeds will be used pending their eventual utilisation for the proposed uses. Where specific uses are not known for any portion of the proceeds, disclose the general uses for which the proceeds are proposed to be applied. Where the offer is not fully underwritten on a firm commitment basis, state the minimum amount which, in the reasonable opinion of the directors or equivalent persons of the relevant entity, must be raised by the offer of securities.**

The Company intends to use the net proceeds from the subscription of the Warrants Issue (the “**Warrants Proceeds**”) and the Convertible Bonds Issue (the “**Bonds Proceeds**”) in the manner as follows:

	Intended Use of Net Proceeds	Percentage allocation
(a)	Exploration of and investment in business opportunities in the Nickel Distribution and Trading Business	80%
(b)	General working capital purposes, including the general purchase of inventories and payment of operating expenses	20%

The details of the Nickel Distribution and Trading Business have been set out in the Circular and the proposed diversification by the Group into the Nickel Distribution and Trading Business has been approved by the Shareholders pursuant to a special general meeting of the Company held on 8 January 2015.

In the event that the full amount of the estimated net proceeds from the Warrants Issue and the Convertible Bonds Issue is not realised, the Company intends to utilise such actual amount of net proceeds received *pro rata* to the intended uses of the net proceeds as described above.

Pending deployment of the net proceeds for the purposes mentioned above, the net proceeds may be deposited with banks and/or financial institutions, or invested in short-term money market instruments and/or debt instruments, or used for any other purposes which the Directors may, in their discretion, deem appropriate in the interests of the Group.

The Company will make an announcement via SGXNET on the specific use of proceeds from the Warrants Issue and the Convertible Bonds Issue as and when such proceeds are materially disbursed, and to further provide status report(s) on the use of the proceeds from the Warrants Issue and the Convertible Bonds in its annual report(s).

As and when the Warrants are exercised, the net proceeds arising therefrom may be used by the Company for exploration of and investment in business opportunities in the Nickel Distribution and Trading Business for general working capital purposes, including the general purchase of inventories and payment of operating expenses, and/or such other purposes as the Directors may in their absolute discretion deem fit.

In the reasonable opinion of the Directors, there is no minimum amount which must be raised from the Warrants Issue or the Convertible Bonds Issue.

The Directors are also of the opinion that:-

- (i) after taking into consideration the Group's present banking facilities, the working capital available to the Group is sufficient to meet its present requirements;
- (ii) after taking into consideration the Group's present banking facilities, and the net proceeds from the Warrants Issue, the working capital available to the Group is sufficient to meet its present requirements; and
- (iii) after taking into consideration the Group's present banking facilities, and the net proceeds from the Convertible Bonds Issue, the working capital available to the Group is sufficient to meet its present requirements.

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.

The table below sets out the breakdown of the allocations for each dollar of gross proceeds from the Warrants Issue (based on the assumption that the Warrants Issue is fully subscribed and all the Warrants are exercised) and the Convertible Bonds Issue (based on the assumption that the Convertible Bonds Issue is fully subscribed).

For each dollar of gross proceeds raised	Under the Warrants Issue (\$\$)	Under the Convertible Bonds Issue (\$\$)
Exploration of and investment in business opportunities in the Nickel Distribution and Trading Business	S\$0.762	S\$0.761
General working capital purposes, including the general purchase of inventories and payment of operating expenses	S\$0.190	S\$0.190
Estimated Expenses	S\$0.048	S\$0.049
Total	S\$1.00	S\$1.00

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.**

Not applicable. The Warrants Proceeds and the Bonds Proceeds will be used primarily for the purposes as described in paragraph 4 of Part IV above of this Offer Information Statement.

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.**

Not applicable. The Warrants Proceeds and the Bonds Proceeds will be used primarily for the purposes as described in paragraph 4 of Part IV above of this Offer Information Statement.

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

Not applicable. The Warrants Proceeds and the Bonds Proceeds will be used primarily for the purposes as described in paragraph 4 of Part IV above of this Offer Information Statement.

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.

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	Canon's Court 22 Victoria Street Hamilton HM12 Bermuda
Principal place of business	Unit 217, 2/F, Phase 6, Hong Kong Spinners Industrial Building, 481 Castle Peak Road, Cheung Sha Wan, Kowloon Hong Kong
Telephone	(852) 2742 7667
Facsimile	(852) 2742 7666

-
- (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 Shares were listed on the Official List of the SGX-ST on 13 March 2008.

The Company and its subsidiaries are principally engaged in the design, manufacture, packaging and sale of metal gift products, jewellery products (of which the Company subcontracts the manufacturing to independent third parties) as well as packaging and other items ("**Metal Gift and Jewellery Business**").

The Group designs premium metal gift products for its customers who are international, established brands and designer labels, as well as other corporations to be used as corporate gifts. The Group is engaged in the co-development of new product designs with its customers, thereby increasing its product range to meet the requirements and changing preferences of its sophisticated and brand conscious customer base. The Group also sells its own metal gift products under its proprietary brand name "Argent" through the Group's franchisees. The Group's metal gift products are exported mainly to Europe, the United States of America and Asia and also sold through its franchisees' retail outlets in the PRC and Hong Kong.

The Group is engaged in the design of jewellery products and subcontracts the manufacture of these jewellery products to independent third party subcontractors. The Group sells its jewellery products (in limited quantity not exceeding 12 pieces for each design) to jewellery agents and retailers overseas and in Hong Kong.

The Group is also involved in the design, manufacture and sale of packaging products for the Group's metal gift products and jewellery products as well as for other independent third party customers.

The Group's principal place of business is in Hong Kong while its production facilities are located in Shenzhen, the PRC.

Following the special general meeting held by the Company on 8 January 2015 and the obtaining of Shareholder approval for the Proposed Diversification, the Group is now engaged in the Nickel Distribution and Trading Business.

As at the Latest Practicable Date, the Group has eight (8) subsidiaries, brief particulars of the principal activities of these subsidiaries are described below

Particulars of subsidiaries as at the Latest Practicable Date are as follows:

No.	Name of Subsidiary activities	Principal incorporation	Country of Company	Effective equity held by the (%)
1.	Joyas Group Limited	Investment holding	The British Virgin Islands	100
2.	Asia Pac Growth Holdings Limited	Investment holding	The British Virgin Islands	100
3.	Happy Time Industries Limited	Holding trademarks and licensing	Hong Kong	100
4.	J & J Design Limited	Manufacturing and trading of jewellery in Hong Kong	Hong Kong	100
5.	Royce Gifts & Accessories Limited	Metalware manufacturing and exporter in Hong Kong	Hong Kong	100
6.	Joyas (Qingyuan) Limited	Manufacturing and trading of mini metallic products	The British Virgin Islands	100
7.	Billion Fun Limited	Investment holding	The British Virgin Islands	100
8.	Allied Famous Limited	Investment holding	The British Virgin Islands	100

(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.**

General development of the Group's business

FY2011

On 24 January 2011, the Company allotted and issued 215,007,092 Shares and 107,503,543 warrants pursuant to a rights cum warrants issue (the "2011 Rights cum Warrants Issue") for which Shareholder approval had been obtained at a special general meeting held on 30 December

2010. The rights shares and warrants under the 2011 Rights cum Warrants Issue were listed and quoted on the SGX-ST on 26 January 2011 and 27 January 2011 respectively.

On 31 January 2011, the Company announced that the Company's wholly-owned subsidiary, Joyas Group Limited ("**JGL**"), had entered into an Equity Transfer Agreement with Ho Chun Group Co., Ltd (豪骏集团有限公司) ("**HCGC**"), for the sale of JGL's entire stake in the shares of its wholly-owned subsidiary, Caishi (Qingyuan) Products Co., Ltd. (彩仕(清远)制品有限公司) ("**CSQP**") for a consideration of RMB32 million. Shareholder approval for the sale of CSQP was obtained pursuant to a special general meeting held on 19 April 2011. The sale of CSQP was completed on 31 December 2011.

On 12 October 2011, the Company announced that its wholly-owned subsidiary at the time, Joyas Manufacturing Limited, proposed to dispose of properties, comprising a house located at No. 37 Wong Chuk Wan (also known as Lot No. 219 in D.D. 258), Sai Kung, New Territories, Hong Kong, and Flat D on 19th Floor and Car Parking Space No. 509 on Lower Ground Floor, Harrison Court V, No. 8 Man Wan Road, Homantin, Kowloon, Hong Kong (the "**Lot 219 and Flat D Properties**"). The Company sought a mandate from its Shareholders for the proposed disposal of the Lot 219 and Flat D Properties, with the aim that upon obtaining the Shareholder mandate for the proposed disposal of the Lot 219 and Flat D Properties, Joyas Manufacturing Limited will proceed to dispose the Lot 219 and Flat D Properties on the open market or through private agreement at a price at or above the current market value and on an arms' length basis. Such Shareholder approval for the disposal mandate was obtained pursuant to a special general meeting held on 2 December 2011. The Company did not manage to complete the proposed disposal of the Lot 219 and Flat D Properties prior to the expiry of the disposal mandate due to weak property demand in Hong Kong.

FY2012

On 3 January 2012, the Company announced that its wholly-owned subsidiary, Joyas Group Limited, had on 30 December 2011 entered into a sale and purchase agreement with a third party for the disposal of Joyas Group Limited's entire stake of 1,200,000 shares representing 100% of the entire issued and paid up capital held in Pro-Pack Limited for a consideration of HK\$1,595,940.67.

On 29 May 2012, the Company announced that it had set up four new subsidiaries namely, Billion Fun Limited ("**Billion Fun**"), Allied Famous Limited ("**Allied Famous**"), J & J Design Limited ("**J & J Design**") and Royce Gifts & Accessories Limited ("**Royce Gifts**"). Billion Fun and Allied Famous were companies incorporated in the British Virgin Islands with an authorised share capital of US\$50,000 and a paid-up capital of US\$1,000 each. J & J Design and Royce Gifts were companies incorporated in Hong Kong with an authorised and paid-up share capital of HK\$10,000 each. J & J Design is principally engaged in the business of manufacturing and trading of jewellery and Royce Gifts is principally engaged in the business of manufacturing and exporting metalware. Billion Fun and Allied Famous are investment holding companies. Billion Fun holds 100% shareholding in the capital of J & J Design and Allied Famous holds 100% shareholding in the capital of Royce Gifts. Billion Fun and Allied Famous are in turn the wholly-owned subsidiaries of Joyas Group Limited, which is a wholly-owned subsidiary of the Company.

FY2013

On 26 June 2013, the Company announced that Joyas Group Limited, a wholly-owned subsidiary of the Company, had on 26 June 2013, entered into a sale and purchase agreement with Giant Win Trading Limited for the disposal of Master Creations Limited ("**MCL**") for the cash consideration of HK\$1,000 (equivalent to approximately S\$164 based on an exchange rate of S\$1:00:HK\$6.11 at the time) (the "**MCL Disposal**"). MCL was a wholly-owned subsidiary of the Company and carried on the business of manufacturing and trading of jewelry.

On 16 August 2013, the Company announced that it had incorporated a new wholly owned subsidiary, Asiapac on 15 August 2013. Asiapac is a company incorporated in the British Virgin Islands and as at the date of incorporation, had an issued and paid-up share capital of US\$1,000 and will principally act as an investment holding company.

On 16 August 2013, the Company announced the proposed diversification of the Group into two new business areas, namely:

- (A) the education business which would comprise of (i) the management of education establishments; (ii) the provision of expansion capital/financing to companies in the business of management and operation of education establishments including technical colleges; and (iii) the provision of educational services and related services (the **“Education Business”**), and
- (B) the resources business which would comprise of (i) providing resource and logistics, management and services relating to the mining and natural resources industry; (ii) providing financing for resource and logistics, management and services relating to the mining and natural resource industry; (iii) mining of natural resources; (iv) processing of natural resources; and (v) sale of natural resources (the **“Resources Business”**).

In furtherance of the above proposed diversification into the Education Business, Asiapac had on 16 August 2013 entered into an investment agreement and an option agreement with Leung Wai Ling (the **“First Investment Agreement”** and the **“First Option Agreement”** respectively) whereby Leung Wai Ling agreed to sell and Asiapac agreed to acquire 80% of the issued and paid up share capital of China Technical Institution Holdings Limited (**“CTI”**), a company incorporated in the British Virgin Islands, for a consideration which comprises a monetary sum of HK\$800,000 in cash and a grant of options to subscribe for ordinary shares in the capital of the Company, subject to the terms and conditions contained in the First Investment Agreement and First Option Agreement (the **“Proposed CTI Acquisition”**).

In furtherance of the above proposed diversification into the Resources Business, Asiapac had on 16 August 2013 entered into an investment agreement and an option agreement with Chan Ka Leung (the **“Second Investment Agreement”** and the **“Second Option Agreement”** respectively) whereby Chan Ka Leung agreed to sell and Asiapac agreed to acquire 80% of the issued and paid up share capital of Pac Resources Holdings Limited (**“PRH”**), a company incorporated in the British Virgin Islands, for a consideration which comprises a monetary sum of HK\$1,000,000 in cash and a grant of Share Options, subject to the terms and conditions contained in the Second Investment Agreement and Second Option Agreement (the **“Proposed PRH Acquisition”**).

On 20 August 2013, the Company announced that it had entered into a placement agreement dated 20 August 2013 (the **“2013 Placement Agreement”**) with AmFraser Securities Pte. Ltd. (the **“Placement Agent”**), pursuant to which the Company had agreed to offer, by way of placement, and the Placement Agent had agreed to, on a best effort basis, procure subscribers for up to 32,000,000 new ordinary shares in the capital of the Company (the **“2013 Placement Shares”**) pursuant to an exemption granted under Section 272B of the Securities and Futures Act, Chapter 289 of Singapore (the **“2013 Placement”**). In connection with the 2013 Placement and to expedite the delivery of the 2013 Placement Shares to potential subscribers, the Company had entered into a share lending agreement (the **“2013 Share Lending Agreement”**) with Joyas Investments Group Limited, a controlling shareholder of the Company, on 20 August 2013. The 2013 Placement Shares were to be issued pursuant to the general share issue mandate granted by Shareholders of the Company to the Directors at its annual general meeting on 25 April 2013. The 2013 Placement was completed on 5 September 2013.

On 3 December 2013, the Company announced that it had entered into a sale and purchase agreement with Glory Long Limited for the disposal of Joyas Manufacturing Limited and its wholly-owned subsidiary 彩仕五金制品(深圳)有限公司 (**“Caishi”**) (collectively, the **“JML Group”**) (the **“JML Disposal”**). The consideration for the JML Disposal was HK\$1.1 million (equivalent to approximately S\$177,994 based on an exchange rate of S\$1:00:HK\$6.18 at the time) and would be satisfied by Glory Long Limited in cash.

On 16 December 2013, the Company announced that it proposed to undertake two rights issue exercises, namely the Warrants Issue and the Convertible Bonds Issue.

January 2014 to Latest Practicable Date

On 15 May 2014, the Company announced that announce that its wholly owned subsidiary, Joyas Group Limited had on 2 May 2014 entered into a provisional agreement for the sale and purchase with Wong Chau Mui for the disposal of the Company's property located at 19th Floor and Car Parking Space No. 509 on Lower Ground Floor, Harrison Court V, No. 8 Man Wan Road, Homantin, Kowloon, Hong Kong (the "**Harrison Court Flat**") for a consideration of HK\$12,000,000. In addition, the Company despatched a circular to Shareholders dated 18 July 2014 in respect of seeking Shareholder approval for the proposed disposal of Workshop A on 11th Floor and Car Parking Space No. 28 on Ground Floor, Hop Hing Industrial Building, No. 704 Castle Peak Road, Lai Chi Kok, Kowloon, Hong Kong (the "**Hop Hing Workshop**"). The proposed disposal of the Harrison Court Flat and the Hop Hing Workshop collectively constituted a major transaction as defined in Chapter 10 of the Listing Manual. Shareholder approval for the disposal of the Harrison Court Flat and the Hop Hing Workshop was obtained at a special general meeting held on 4 August 2014.

On 3 November 2014, the Company announced, amongst others, that the Company had on 31 October 2014, received clearance letter from the SGX-ST regarding the circular for the Proposed Diversification, the Warrants Issue, the Convertible Bonds Issue and the Proposed Scheme Amendments. In addition, the Company clarified that in relation to its previous diversification announcement that it intended to diversify its business to include the Education Business and the Resources Business, the Company will not be proceeding with the proposed diversification into the Education Business and the Resources Business. Further, all agreements entered into by the Company in relation to the proposed diversification into the Education Business and the Resources Business had lapsed because of non-fulfillment of certain conditions precedents in those agreements. In place of the earlier-proposed diversification into the Education Business and the Resources Business, the Company announced that it intended to diversify its business into the Nickel Distribution and Trading Business.

On 2 December 2014, the Company despatched the shareholder circular in relation to the Proposed Diversification, the Warrants Issue, the Convertible Bonds Issue and the Proposed Scheme Amendments.

On 8 January 2015, the Company obtained Shareholder approval for the Proposed Diversification, the Warrants Issue, the Convertible Bonds Issue and the Proposed Scheme Amendments.

Save as disclosed herein, or as otherwise previously disclosed publicly by the Company, there has been no material change in the affairs of the Group since 1 January 2014 to the Latest Practicable Date. Please refer to Part V for further details of the financial review in respect of the Group.

(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 share and loan capital of the Company comprise the following:

- | | | |
|-----|----------------------------------|--|
| (a) | Issued and paid-up share capital | HK\$3,546,706 comprising
354,670,733 Shares |
| (b) | Loan capital | Not applicable. |

(e) where:

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

(i) Substantial Shareholders and their shareholdings as at the Latest Practicable Date are as follows:

Name of Substantial Shareholder	← Number of Shares →			
	Direct Interest	(%)	Deemed Interest	(%)
Substantial Shareholders				
Joyas Investments Group Limited ⁽¹⁾	212,421,638	59.9	–	–
LAU Chor Beng, Peter ^{(1) (2) (3) (5)}	–	–	212,421,638 ⁽¹⁾	59.9

Notes:

(1) The shareholders of Joyas Investments Group Limited are as follows :

	Number of shares in Joyas Investments Group Limited	%
LAU Chor Beng, Peter ^{(2) (3) (5)}	591	59.1
CHEUNG Wai Hung, Danny ^{(2) (3)}	154	15.4
Uprich Holdings Limited ⁽⁴⁾	154	15.4
CHAN Shui Ki ⁽²⁾	45	4.5
LAU Chor Wing ⁽⁵⁾	36	3.6
LAU Chor Ming, Johnny ⁽⁵⁾	20	2.0
Total	1,000	100.00

(2) LAU Chor Beng, Peter, holds 59.10% interest in Joyas Investments Group Limited, is deemed to have an interest in the Shares held by Joyas Investments Group Limited.

(3) LAU Chor Beng, Peter and CHEUNG Wai Hung, Danny are Directors of the Company. Chan Shui Ki was a director of the Company. He resigned on 13 May 2011.

(4) CHEUNG Wai Hung, Danny is the brother-in-law of LAU Chor Beng, Peter.

(5) Mr ONG Chor Wei, a Director of the Company, holds 50% interest in Uprich Holdings Limited, a BVI investment holding company. The other 50% interest in Uprich Holdings Limited is held by Mr WONG Wai Shan. Both Mr ONG and Mr WONG are also directors of Uprich Holdings Limited. Mr ONG and Mr WONG are not related to each other or other Directors of the Company. Uprich Holdings Limited became a shareholder of Joyas Investments Group Limited on 30 March 2007.

(6) LAU Chor Wing and LAU Chor Ming, Johnny are brothers of LAU Chor Beng, Peter.

(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 lodgment 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, the Directors are not aware of any legal or arbitration proceedings, including those which are pending or known to be contemplated, which in the opinion of the Directors may have, or which have had in the twelve (12) months immediately preceding the date of lodgment of this Offer Information Statement a material effect on the financial position or profitability of the Group taken as a whole.

The Company wishes to disclose that its former subsidiaries are involved in an ongoing dispute with the Inland Revenue Department of Hong Kong (the “**IRD**”) in relation to protective profits tax assessments and estimate profits tax assessments issued by the IRD against its former subsidiaries.

Protective Profits Tax Assessments

In May and August 2012, the IRD issued protective profits tax assessments for additional Hong Kong profits tax for approximately HK\$23,727,000 in aggregate to its wholly owned subsidiaries, Joyas Manufacturing Limited (“**JML**”) and Master Creations Ltd. (“**MCL**”) relating to the years of assessment of 2003/2004 to 2010/2011. In September 2012, JML and MCL lodged objections to the IRD against these protective profits tax assessments. As JML and MCL did not make the tax payments for these protective profits tax assessments before the payment date in October 2012 as set by the IRD, in November 2012, the IRD issued final payment notice for an amount of HK\$24,678,000, which includes 5% surcharge of approximately HK\$951,000, to JML and MCL.

In December 2012, JML submitted a settlement proposal to the IRD such that the outstanding protective profits tax assessments and the surcharge are to be paid by 7 instalments in 2013 and this settlement proposal was accepted by the IRD. However, in January 2013, the IRD replied to JML that the objections as lodged by JML in September 2012 will not be considered by the IRD until the tax liabilities imposed by the IRD are repaid in full. In the opinion of the Directors, there is over-estimation of the tax liabilities for the Group, therefore the Directors continued to dispute with IRD for the amount of tax liabilities.

On 26 June 2013, the Group entered into a sale and purchase agreement to divest the entire issued share capital of MCL (HK\$1,000,000), together with its net tangible liabilities of approximately HK\$8.2 million, to Giant Win Trading Limited for an aggregate consideration of HK\$1,000. Giant Win Trading Limited is an investment holding company, wholly owned by Liu Jianjun. Neither Giant Win Trading Limited nor Liu Jianjun has any relationship with or acts as nominee or trustee to the Directors and controlling shareholders of the Company and their respective nominees or associates. For further details, please refer to the announcement of the Company dated 26 June 2013.

On 3 December 2013, the Group entered into a sale and purchase agreement to divest the entire issued share capital of JML (HK\$5,000,000), together with its liabilities and debts (including past taxes accrued or unaccrued of JML and its subsidiary), which will be borne by the purchaser of JML (Glory Long Limited, a company wholly owned by Poon Pak Ho) for a total consideration of HK\$1,100,000. For further details, please refer to the announcement of the Company dated 3 December 2013.

Under the terms of the divestment of MCL and JML, the Group need not compensate the purchasers for any losses arising from tax claims against both companies.

Estimate Profits Tax Assessments

In addition to the above, in August 2012, the IRD also issued estimate profits tax assessments to JML and MCL in aggregate of approximately HK\$21,800,000 for the years of assessment 2003/04 to 2010/11. In this case, IRD deemed JML and MCL as the agents of two former subsidiaries, namely Joyas Manufacturing International Limited and Master Creations International Limited (the “**Former Subsidiaries**”). The IRD claimed that JML and MCL carried on businesses with the Former Subsidiaries. These businesses done by the Former Subsidiaries shall be deemed to be carried on in Hong Kong and the Former Subsidiaries shall be assessable and chargeable with tax in respect of their profits from these businesses in name of JML and MCL as if JML and MCL were their agents. In September 2012, objections were also lodged by the Group to IRD for the tax assessments charged to the Group. In October 2012, holdover of partial estimate assessments

was granted by the IRD. In January 2013, the IRD replied to JML that the objections will not proceed unless further information is provided by the Group to the IRD. The sale agreement of the Former Subsidiaries, entered into between the relevant parties and the Group in November 2010, provides that the purchaser of the Former Subsidiaries is liable for the tax liabilities of the Former Subsidiaries, no provision has been made in respect of the tax liabilities of HK\$21,800,000. Based on legal advice obtained by the Company, the Directors believe that the tax liabilities are not likely to be ultimately borne by the Group. The estimated profits tax assessments was treated as a contingent liability as at 31 December 2012.

As stated above, the Group has since disposed of MCL and JML.

(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; and**
- (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.**

No securities or equity interests of the Company have been issued within the 12 months immediately preceding the latest practicable date. By way of additional disclosure, the Company had completed a placement of shares in 2013, as described below.

On 5 September 2013, the Company completed the placement of 32,000,000 Shares at a placement price of S\$0.032 per Share. The placement price represented a discount of approximately 8.6% to the volume weighted average price of S\$0.035 for trades done on the Shares on the SGX-ST on 16 August 2013, being the last market day preceding the date on which the placement agreement was signed.

(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 lodgment 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 may be disclosed by the Company in this Offer Information Statement, for the period of two (2) years immediately preceding the date of lodgment of this Offer Information Statement, there are no material contracts, other than a contract entered into in the ordinary course of business, to which the Group has entered into, except for the following:

- (a) sale and purchase agreement dated 26 June 2013 entered into between Joyas Group Limited, a wholly owned Subsidiary, and Giant Win Trading Limited for the disposal of the entire equity in the Company's wholly owned subsidiary, Master Creations Ltd., for a total consideration of HK\$1,000;
- (b) investment agreement dated 16 August 2013 entered into between Asiapac, a wholly owned Subsidiary, and Leung Wai Ling for the acquisition of 80% of the issued and paid up share capital of China Technical Institution Holdings Limited, for the consideration of HK\$800,000 and the grant of options to subscribe for 7,500,000 Shares (pursuant to an option agreement dated 16 August 2013 entered into between the Company and Leung Wai Ling). These agreements had been terminated by the parties on 30 April 2014;

- (c) investment agreement dated 16 August 2013 entered into between Asiapac, a wholly owned Subsidiary, and Chan Ka Leung for the acquisition of 80% of the issued and paid up share capital of Pac Resources Holdings Limited, for the consideration of HK\$1,000,000 and the grant of options to subscribe for 7,500,000 Shares (pursuant to an option agreement dated 16 August 2013 entered into between the Company and Chan Ka Leung). These agreements had been terminated by the parties on 30 April 2014;
- (d) placement agreement dated 20 August 2013 entered into between the Company and AmFraser Securities Pte. Ltd. (the “**Placement Agent**”), pursuant to which the Company agreed to issue and allot by way of placement, and the Placement Agent agreed to, on a best effort basis, procure subscribers for, 32,000,000 Shares in the Company (the “**Placement**”);
- (e) share lending agreement dated 20 August 2013 entered into between the Company and Joyas Investments Group Limited (the “**Lender**”), a controlling shareholder of the Company, pursuant to which the Lender agreed to lend to the Company an aggregate of 20,000,000 Shares for delivery to potential subscribers to the Placement procured by the Placement Agent in order to facilitate the Placement;
- (f) sale and purchase agreement dated 3 December 2013 entered into between the Company and Glory Long Limited for the disposal of the entire equity in the Company’s wholly owned subsidiary, Joyas Manufacturing Limited, for a total consideration of HK\$1,100,000. Joyas Manufacturing Limited also held 100% of the entire equity in 彩仕五金制品(深圳)有限公司 as at the date of the aforementioned sale and purchase agreement;
- (g) sale and purchase agreement dated 16 May 2014 entered into between Company’s wholly-owned subsidiary, Joyas Group Limited and Wong Chau Mui for the disposal of the Harrison Court Flat on 19th Floor and Car Parking Space No. 509 on Lower Ground Floor, Harrison Court V, No. 8 Man Wan Road, Homantin, Kowloon, Hong Kong; and
- (h) provisional sale and purchase agreement dated 4 June 2014 entered into between Company’s wholly-owned subsidiary, Joyas Group Limited and Chan Chi Wai and Koo Sui Fei for the disposal of Hop Hing Workshop on 11th Floor and Car Parking Space No. 28 on Ground Floor, Hop Hing Industrial Building, No. 704 Castle Peak Road, Lai Chi Kok, Kowloon, Hong Kong.

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 consolidated comprehensive income statements of the Group for FY2011, FY2012, FY2013 and six months ended 30 June 2014 (“HY2014”) are set out below:

	FY2011 HK\$'000 (Audited)	FY2012 HK\$'000 (Audited)	FY2013 HK\$'000 (Audited)	HY2014 HK\$'000 (Unaudited)
Turnover	127,344	110,444	91,618	46,857
Cost of sales	(93,475)	(100,828)	(72,346)	(35,753)
Gross profit	33,869	9,616	19,272	11,104
Other revenues and other income	3,549	4,375	9,283	830
Selling and distribution costs	(7,243)	(7,823)	(4,449)	(2,282)
Administrative costs	(25,518)	(19,746)	(19,598)	(7,986)
Other operating expenses	(264)	(17,527)	(475)	–
Profit/(loss) from operations	4,393	(31,195)	4,033	1,666
Finance costs	(1,491)	(606)	(1,086)	(649)
Profit/(loss) before income tax	2,902	(31,711)	2,947	1,017
Income tax expenses	–	(19,090)	(1,828)	–
Profit/(loss) for the year/period from continuing operations	2,902	(50,801)	1,119	1,017
Profit for the year/period from discontinued operations	657	–	–	–
Profit/(loss) for the year/period	3,559	(50,801)	1,119	1,017
Other comprehensive income/(loss):				
Exchange gains on translation of financial statements of foreign operations	1,429	472	349	–
Reclassification adjustment for translation reserve upon disposal of a subsidiary	(3,976)	–	(6,810)	–
Total comprehensive income/(loss) for the year/period	1,012	(50,329)	(5,342)	1,017
Profit/(loss) attributable to:				
Equity holders of the Company	3,559	(50,801)	1,119	1,017
Total comprehensive income/(loss) attributable to:				
Equity holders of the Company	1,012	(50,329)	(5,342)	1,017

	FY2011 HK\$'000 (Audited)	FY2012 HK\$'000 (Audited)	FY2013 HK\$'000 (Audited)	HY2014 HK\$'000 (Unaudited)
Earnings/(loss) per share for profit/(loss) attributable to the equity holders of the Company during the year/period				
– Basic and diluted (HK cents)	1.16	(15.75)	0.33	0.29
Basic and diluted (adjusted for the Warrants Issue and the Convertible Bonds Issue and assuming none of the Warrants are exercised and none of the Convertible Bonds are converted)(HK cents) ⁽¹⁾	1.16	(15.75)	0.33	0.29
Basic and diluted (adjusted for the Warrants Issue and the Convertible Bonds Issue and assuming all of the Warrants are exercised and all of the Convertible Bonds are converted)(HK cents) ⁽¹⁾	0.50	(6.96)	0.15	0.13
Gross dividend per Share (HK cents)	N.A	N.A	N.A	N.A

Source: Annual reports of the Company for FY2012 and FY2013 and half yearly results announcement for HY2014.

Note:

- (1) The basic and diluted earnings/(loss) per Share as adjusted for the Warrants and the Convertible Bonds are computed based on the weighted average number of Shares in issue during the respective financial years and assuming that (i) the maximum of 354,670,733 Warrants are issued pursuant to the Warrants Issue and the maximum of \$5,320,060.99 in aggregate principal amount of Convertible Bonds are issued pursuant to the Convertible Bonds Issue; (ii) the Warrants Issue and Convertible Bonds Issue was completed at the beginning of each of the respective financial year and do not take into account the effects of the use of the Warrants Proceeds and Bonds Proceeds (if any) on the earnings of the Group; and (iii) on the basis that no adjustment has been made for any change in the weighted average number of Shares in issue during the respective financial year.

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

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**

FY2012 compared to FY2011

Revenue

The Group's revenue decreased by approximately HK\$16.9 million or 13.3% from approximately HK\$127.3 million in FY2011 to approximately HK\$110.4 million in FY2012. The lower sales were attributable to lower orders for the Group's metal gift products and jewellery products as a result of the weak global economy.

Cost of sales and gross profit

Cost of sales increased by approximately HK\$7.3 million or 7.9% from approximately HK\$93.5 million in FY2011 to approximately HK\$100.8 million in FY2012. The higher cost of sales was due to the effect of higher provision for inventories. Write-down of inventories to net realisable value increased from HK\$6.2 million in FY2011 to HK\$20.3 million in FY2012, an increase of 226.3% compared to previous corresponding year, due to the increase in slow moving stocks in FY2012 mainly as a result of the weaker demands from customers for existing models.

The Group registered a decrease of 120.7% (FY2011: increase of 4.9%) and increase of 38.7% (FY2011: 4.3%) respectively in gross profit margin for metal gift products and jewellery products in FY2012. Overall gross profit margin decreased from 26.6% in FY2011 to 8.7% in FY2012. The overall gross profit decreased by HK\$24.3 million or 71.6% from HK\$33.9 million in FY2011 to HK\$9.6 million in FY2012. The decrease was mainly attributable to the write-down of inventories of approximately HK\$20.3 million in FY2012 and the increase in subcontracting fee by approximately HK\$8.4 million in FY2012 as compared to FY2011 as (1) the Group reducing its capital investment in machinery and outsourcing more manufacturing processes to subcontractors; (2) the Group found some new customers who require the Group to meet tight schedules. Accordingly, the Group needed to find more subcontractors to assist in manufacturing procedures such as polishing and electroplating, and the new subcontractors charge 20% to 30% above the normal subcontracting fee; and (3) the Group ceased to work with one of the major subcontractors in FY2011 who normally offered a 20% to 30% discount to the normal subcontracting fee.

Other income

Other income increased by approximately HK\$0.9 million or 23.3% from approximately HK\$3.5 million in FY2011 to approximately HK\$4.4 million in FY2012. This was due mainly to a recovery of bad debts on trade receivables of approximately HK\$3.4 million (FY2011: HK\$1.4 million).

Selling and distribution costs

Selling and distribution costs increased by approximately HK\$580,000 or 8.0% to approximately HK\$7.8 million in FY2012. The increase was mainly attributed to higher salaries due to increases in wages and overseas travelling expenses.

Administrative expenses

Administrative costs decreased by approximately HK\$5.8 million or 22.6% to approximately HK\$19.7 million in FY2012. The decrease was mainly attributed to the following:-

- (a) a decrease in depreciation by approximately HK\$1.6 million or 60.1% as some of the property, plant and equipment had been fully depreciated and impaired;
- (b) a decrease in staff salaries by approximately HK\$3.9 million or 41.1% due to decrease in number of employees;
- (c) a decrease in electricity and water charges by approximately HK\$221,000 or 84.3% due to disposal of subsidiaries in FY2011; and
- (d) a decrease in motor vehicle expenses by approximately HK\$346,000 or 33.6% due to implementation of stringent cost control measures.

Other operating expenses

Other operating expenses increased by approximately HK\$17.2 million or 6,539% to approximately HK\$17.5 million in FY2012. The increase was mainly attributed to the increase in provision for impairment losses on trade and other receivables of approximately HK\$4.7 million and the provision for impairment loss on property, plant and equipment of approximately HK\$12.8 million in FY2012 as the Group expects the future economic benefits associated with some of the property, plant and equipment to be smaller compared to its net book value. The decrease in expected economic value of these impaired property, plant and equipment is in view of the expected reduction in future sales orders arising from the uncertain economic outlook of the Group's principal markets.

Finance costs

Finance costs decreased by approximately HK\$885,000 or 59.4% to approximately HK\$606,000 in FY2012 due to repayment of bank borrowings.

(Loss)/Profit before income tax

The Group reported a loss before income tax of approximately HK\$31.7 million in FY2012, as compared to a profit before income tax of approximately HK\$2.9 million in FY2011. The huge loss in FY2012 was due mainly to higher provision for impairment losses on trade and other receivables, property, plant and equipment and inventories.

Income tax expenses

Income tax expenses of HK\$128,000 were provided for a Hong Kong subsidiary in FY2012 (FY2011: Nil) and there was a write-back of over-provision of income tax for a subsidiary in the People's Republic of China of HK\$826,000 in FY2012 (FY2011: Nil). The Group provided Hong Kong profits tax of HK\$19.8 million in respect of additional estimated tax assessment for offshore claims on manufacturing operations and assessable profits in prior years of two subsidiaries. For further details please refer to the Company's announcement published on the website of the Singapore Exchange Securities Trading Limited on 30 November 2012.

FY2013 compared to FY2012

Revenue

The Group's revenue decreased by approximately HK\$18.8 million or 17.0% from approximately HK\$110.4 million in FY2012 to approximately HK\$91.6 million in FY2013. The lower sales in both metal gift products and jewellery products was due to loss of certain major customers and lower orders from customers due to weak markets in particular Europe.

Cost of sales and gross profit

Cost of sales decreased by approximately HK\$28.5 million or 28.2% from approximately HK\$100.8 million in FY2012 to approximately HK\$72.3 million in FY2013. The lower cost of sales was mainly due to (a) decrease in direct labour costs by HK\$1.8 million in FY2013 as a result of decrease in sales in FY2013; (b) decrease in subcontracting charges by approximately HK\$10.2 million as a result of decrease in sales in FY2013 and higher proportion of processes handled in-house; (c) decrease in depreciation by approximately HK\$2.2 million due to assets which had been fully depreciated and impaired; (d) reversal of write-down of the opening inventories to net realisable value by approximately HK\$14.6 million as a result of sale of inventories previously written down; (e) decrease in China tax by HK\$684,000 in FY2013 as a result of decrease in sales in FY2013; (f) decrease in consumable store by HK\$758,000 in FY2013 as a result of decrease in sales in FY2013; (g) decrease in package charges by HK\$675,000 in FY2013 as a result of decrease in sales in FY2013; and (h) decrease in electricity and water by HK\$640,000 in FY2013 as a result of decrease in sales in FY2013.

Overall gross profit margin increased from 8.7% in FY2012 to 21.0% in FY2013. The overall gross profit increased by HK\$9.7 million or 100.4% from HK\$9.6 million in FY2012 to HK\$19.3 million in FY2013. The improvement in gross profit margin was mainly due to higher rate of decrease in the cost of sales and higher rate of increase in reversal of write-down of inventories to net realisable value of approximately HK\$12.2 million.

Other income

Other income increased by approximately HK\$4.9 million or 112.2% from approximately HK\$4.4 million in FY2012 to approximately HK\$9.3 million in FY2013. The increase was mainly attributed to gain on disposals of subsidiaries. (FY2012: Nil).

Selling and distribution costs

Selling and distribution costs decreased by approximately HK\$3.4 million or 43.1% from approximately HK\$7.8 million in FY2012 to approximately HK\$4.4 million in FY2013. The decrease was mainly attributed to downsizing of staff and less promotional activities.

Administrative expenses

Administrative costs decreased by approximately HK\$0.1 million or 0.7% from approximately HK\$19.7 million in FY2012 to approximately HK\$19.6 million in FY2013.

Other operating expenses

Other operating expenses decreased by approximately HK\$17.0 million or 97.3% from approximately HK\$17.5 million in FY2012 to approximately HK\$0.5 million in FY2013. The decrease was mainly attributed to the decrease in provision for impairment losses on trade and other receivables (approximately HK\$4.7 million in FY2012) and the provision for impairment losses on property, plant and equipment (approximately HK\$12.8 million in FY2012) in FY2013.

Finance costs

Finance costs increased by approximately HK\$0.5 million or 79.2% from approximately HK\$0.6 million in FY2012 to approximately HK\$1.1 million in FY2013 due to addition of bank borrowings.

Profit/(Loss) before income tax

The Group reported a profit before income tax of approximately HK\$2.9 million in FY2013, as compared to a loss before income tax of approximately HK\$31.7 million in FY2012. The improvement in operating results is due mainly to (i) huge provisions for impairment losses on trade and other receivables, property, plant and equipment and inventories in FY2012 and (ii) gain on disposal of subsidiaries in FY2013.

Income tax expense

Income tax expenses of HK\$226,000 were provided for the Hong Kong subsidiaries in FY2013 (FY2012: HK\$128,000).

The Group provided Hong Kong profits tax of HK\$1.6 million (FY2012: HK\$19.8 million) in respect of additional estimated tax assessment for offshore claims on manufacturing operations and assessable profits in prior years for two former subsidiaries. Please refer to the Company's announcement dated 30 November 2012 for more details.

There was a reversal of over-provision of income tax for a subsidiary in the PRC of HK\$826,000 in FY2012 and none in FY2013.

HY2014 compared to HY2013

Revenue

The Group's revenue increased by approximately HK\$532,000 or 1.1% from approximately HK\$46.3 million for the six months ended 30 June 2013 ("1H13") to approximately HK\$46.8 million for the six months ended 30 June 2014 ("1H14"). The increase in sales was attributable to increase in sales of metal gift products by approximately HK\$1.5 million from approximately HK\$34.5 million in 1H13 to approximately HK\$36.0 million in 1H14. This was mainly due to increase in sales in the People's Republic of China (including HK) ("the PRC (including HK)") by approximately HK\$3.9 million. The increase was partially offset by a decrease in sales to customers in Middle East, South America, Australia and Asia (other than the PRC (including HK)) ("Others") by approximately HK\$1.4 million. During the period under review, sales of jewellery product decreased by approximately HK\$935,000 from approximately HK\$11.8 million in 1H13 to approximately HK\$10.9 million in 1H14 due mainly due to decrease in sales in the PRC (including HK) by approximately HK\$3.2 million attributable to weaker demand. The decrease in sales to the PRC (including HK) market was partially offset by an increase in sales in the USA by approximately HK\$2.1 million as the Group expanded its customer base between 1H13 and 1H14.

Cost of sales and gross profits

Cost of sales decreased by approximately HK\$2.8 million or 7.2% from approximately HK\$38.5 million in 1H13 to approximately HK\$35.7 million in 1H14. The decrease in cost of sales was mainly due to lower fixed overheads following the disposal of its wholly owned subsidiary, namely 彩仕五金制品(深圳)有限公司 ("Disposal of Subsidiary") and the reversal of inventories previously written down to net realisable value.

As a result of higher sales and lower cost of sales, overall gross profit margin increased by 6.9% from 16.8% in 1H13 to 23.7% in 1H14 and overall gross profit increased by HK\$3.3 million or 42.7% from HK\$7.8 million in 1H13 to HK\$11.1 million in 1H14.

Other income

Other income decreased by approximately HK\$4.9 million or 85.6% from approximately HK\$5.7 million in 1H13 to approximately HK\$830,000 in 1H14. The decrease was mainly attributed to a gain on disposal of a subsidiary of approximately HK\$5.4 million in 1H13.

Selling and distribution costs

Selling and distribution costs decreased by approximately HK\$624,000 or 21.5% from approximately HK\$2.9 million in 1H13 to approximately HK\$2.3 million in 1H14.

The decrease was mainly attributed to: (a) lower overseas travelling cost of approximately HK\$246,000 due to less overseas trips; and (b) staff cost decreased by approximately HK\$278,000 as a result of downsizing through sales by distributors in Hong Kong to overseas markets.

Administrative expenses

Administrative expenses decreased by approximately HK\$1.0 million or 11.5% from approximately HK\$9.0 million in 1H13 to approximately HK\$8.0 million in 1H14.

The decrease was mainly due to: (a) lower director emoluments of approximately HK\$316,000 due to decrease in number of directors at subsidiary level; (b) insurance expenses decreased by approximately HK\$474,000 due to Disposal of Subsidiary and (c) exchange loss in currency decreased by approximately HK\$223,000 due to less depreciation in the exchange rate between Renminbi and Hong Kong Dollars in 1H14 compared with 1H13.

Finance costs

Finance costs increased by approximately HK\$150,000 or 30.1% from approximately HK\$499,000 in 1H13 to approximately HK\$649,000 in 1H14 due mainly to increase in utilisation of bank borrowings during 1H14.

Profit before income tax

The Group had recorded a profit before income tax of HK\$1.0 million (2003: HK\$1.1 million).

Income tax expenses

No income tax expenses were provided in 1H13 and 1H14 as the Group had losses carried forward.

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 consolidated balance sheets of the Group as at 31 December 2013 and 30 June 2014 are set out below:

	As at 31 December 2013 HK\$'000 (Audited)	As at 30 June 2014 HK\$'000 (Unaudited)
Non-current assets		
Property, plant and equipment	17,547	13,474
Leasehold land and land use rights	–	–
Investment Properties	3,924	–
Club membership	–	–
	21,471	13,474
Current assets		
Inventories	26,717	18,550
Trade receivables	17,630	19,537
Deposits, prepayments and other receivables	3,551	4,074
Tax prepaid	–	–
Pledged time deposits	2,241	–
Cash and bank balances	15,799	13,306
	65,938	55,467
Non-current assets held for sales	–	7,042
Total current assets	65,938	62,509

	As at 31 December 2013 HK\$'000 (Audited)	As at 30 June 2014 HK\$'000 (Unaudited)
Current liabilities		
Trade payables	7,125	6,976
Other payables and accruals	35,353	24,886
Bank borrowings	24,937	23,110
Obligations under finance leases	–	–
Tax payables	176	176
	67,591	55,148
Net current (liabilities) / assets	(1,653)	7,361
Total assets less current liabilities	19,818	20,835
Non-current liabilities		
Obligations under finance leases	–	–
Deferred tax liabilities	–	–
	–	–
Net assets	19,818	20,835
Equity attributable to the owners of the Company		
Share capital	3,547	3,547
Reserves	16,271	17,288
Total equity	19,818	20,835
Capital and reserves attributable to Company's equity holders		
Share capital	3,547	3,547
Reserves	16,271	17,288
	<u>19,818</u>	<u>20,835</u>
Number of Shares	354,670,733	354,670,733
NAV per Share (HK cents)	5.59	5.87
Number of Shares (adjusted for the Warrants Issue and Convertible Bonds Issue and assuming none of the Warrants and Convertible Bonds are exercised) ⁽¹⁾	354,670,733	354,670,733
NAV per Share (adjusted for the Warrants Issue and Convertible Bonds Issue and assuming none of the Warrants are exercised and none of the Convertible Bonds are converted) (HK cents) ⁽¹⁾	11.54	11.82
Number of Shares (adjusted for the Warrants Issue and Convertible Bonds Issue and assuming all the Warrants are exercised and all the Convertible Bonds are converted) ⁽¹⁾	762,542,076	762,542,076
NAV per Share (adjusted for the Warrants Issue and Convertible Bonds Issue and assuming all the Warrants are exercised and all the Convertible Bonds are converted) (HK cents) ⁽¹⁾	35.60	35.73

Source: Annual report of the Company for FY2013 and half yearly results announcement for HY2014.

Note:

- (1) The NAV per Share as adjusted for the Warrants Issue and the Convertible Bonds Issue is computed based on the number of Shares in issue as at 31 December 2013 and 30 June 2014 and assuming that (i) the maximum of 354,670,733 Warrants are issued pursuant to the Warrants Issue and the maximum of \$5,320,060.99 in aggregate principal amount of Convertible Bonds are issued pursuant to the Convertible Bonds Issue and (ii) the Warrants Issue and Convertible Bonds Issue were completed as at 31 December 2013 and 30 June 2014 and without taking into account the effects of the use of the Warrants Proceeds and Bonds Proceeds(if any) on the earnings of the Group; (iii) no adjustment has been made for any change in the number of Shares in issue as at 31 December 2013 and 30 June 2014; and (iv) assuming proceeds are included in calculations.

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.

Please refer to paragraph 4 of this Part.

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.

A summary of the consolidated cash flow statements of the Group for FY2013 and HY2014 is set out below:

	FY2013 HK\$'000 (Audited)	HY2014 HK\$'000 (Unaudited)
Net cash used in operating activities	(10,091)	(2,726)
Net cash (used in)/generated from investing activities	(740)	2,060
Net cash generated from/(used in) financing activities	14,442	(726)
Net increase/(decrease) in cash and cash equivalents	3,611	(1,392)
Cash and cash equivalents at beginning of the financial year/period	11,082	14,698
Effects of exchange rate changes	5	–
Cash and cash equivalents at end of the financial year/period	14,698	13,306

Source: Annual report of the Company for FY2013 and half yearly results announcement for HY2014.

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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 lodgment 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**
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As at the date of lodgment of this Offer Information Statement, the Directors confirm that, in their reasonable opinion, after taking into account the Company's internal sources of funds and resources available to the Group, including the present bank facilities and the net proceeds of the issue, 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)**
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To the best knowledge of the Directors as at the Latest Practicable Date, the Directors are not aware of any breach by any entity in the Group of any of the 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**
-

Save as disclosed below and in this Offer Information Statement, the Directors are not aware of any 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 this Offer Information Statement to be not necessarily indicative of the future operating results or financial condition.

The performance of the Group may be affected by a number of factors relating to the industries and countries in which the Group operates arising from, *inter alia*, economic, business, market and political developments.

Please refer to the following section on "Risk Factors" for more information on factors which may affect the Group's revenue and financial performance.

Risk Factors

To the best of the Directors' knowledge and belief (save for those which have already been disclosed to the general public), the risk factors that are material to prospective investors in making an informed judgment on the Warrants Issue and the Convertible Bonds Issue are set out below. Prospective investors should carefully consider and evaluate each of the following considerations and all other information contained in this Offer Information Statement before deciding to invest in the Warrants and/or the Convertible Bonds.

The Group could be affected by a number of risks that may relate to the industry and countries in which the Group operates as well as those that may generally arise from, *inter alia*, economic, business, market and political factors, including the risks set out herein. The risks described below are not intended to be exhaustive. There may be additional risks not presently known to the Group, or that the Group may currently deem immaterial, which could affect its operations. If any of the following considerations and uncertainties develops into actual events, the business, results of operations, financial condition and prospects of the Group could be materially and adversely affected. In that event, the trading price of the Warrants, the Convertible Bonds, the New Shares and/or the Conversion Shares could decline and investors may lose all or part of their investment in the Warrants, the Convertible Bonds, the New Shares and/or the Conversion Shares.

Risks relating to the Group's Metal Gift and Jewellery Business

We do not have long-term contracts with our customers

We do not have long-term contracts with our customers. Generally, we receive orders from our customers approximately one to two months in advance and our customers generally do not provide us with preliminary indications of the orders placed. We depend largely on the loyalty of our customers to continue their purchases of our products. There is no guarantee that our current customers will continue to purchase our products in future. In the event these customers cease to purchase our products, our business and profitability may be adversely affected.

We are vulnerable to fluctuations in raw material prices

Metals such as zinc alloy, brass and steel are the main raw materials used in our metal gift products while diamonds, coloured stones, South Sea pearls and gold are the main raw materials in our jewellery products. Our raw materials constitute a large proportion of our total cost of sales. As prices of these materials are driven by world market conditions and are subject to speculation, we are vulnerable to the risk of rising raw material prices.

Our customers are generally resistant to price increases for products which are already in production, as prices for such products are determined in advance of and quoted to them before production. However, demand for our new products which are priced higher due to increases in raw material prices may be adversely affected, as our customers may be less inclined to purchase these higher priced products.

Our suppliers of raw materials are vulnerable to an increase in prices of metals and precious stones. They may in turn pass on the price increase to us. This may affect our gross profit margin if we are unable to pass on such price increase to our customers on a timely basis.

As we currently do not have any long-term contracts or any price-fixing arrangements with any of our suppliers, we may run the risk of not being able to purchase sufficient supplies of raw materials to meet our production requirements and having to pay higher prices for additional supplies.

In the event of any significant increases in the prices of raw materials and should we be unable to pass on such increases in costs to our customers, or should we be unable to sell our new products at higher prices to offset the increases in raw material prices, our business and profitability may be adversely affected.

We are heavily dependent on the economic conditions of our export markets and discretionary consumer spending.

Demand for our products is largely dependent on the economic performance of the countries in which our products are exported to. In the event that the economies of these countries suffer from a downturn, demand for our products may be adversely affected. As our business is heavily reliant on selling non-essential items, it is possible that the sales of non-essential items may be more severely affected than that of normal everyday items in the event of an economic downturn. Similarly, any change in market and economic conditions affecting consumers' disposable income and hence discretionary spending may have a negative impact on our turnover and our financial performance may be affected.

We may encounter disruptions at our production facilities

Disruptions in or operations and delays may occur in the event of machine breakdowns or disruptions at our production facilities. This would result in longer lead-time for production and delayed delivery to our customers. Failure to meet our customers' expectations or failure to make deliveries as required by our contracts with our customers may damage our reputation and/or expose us to legal claims and may as a result, lead to loss of business and affect our ability to attract new business. If this were to occur, our business and profitability may be adversely affected.

We rely on intellectual property rights which are essential to the development of our business

We have registered our trademarks for our proprietary brands and design patents for some of our products in Australia, Germany, the PRC, Hong Kong and the USA. Our products are also protected under the relevant copyright legislation and international treaties which recognize our intellectual property rights over our designs. Effective enforcement of intellectual property rights is important for the protection of our interests as we consider the recognition of these trademarks to be vital in our business. Unauthorised use of our trademarks, brand names and copyrights of our designs may damage the brand recognition as well as the reputation of our Group. Although we have registered our trademarks, it may be possible for third parties to unlawfully pass off their products as ours or to infringe our copyright in the design of our products. Our registered design patents may also be infringed by our competitors who may produce products similar to ours. In the event that we are unable to effectively protect our trademarks, registered design patents or copyrights, our market share for the infringed products may be affected, and our business and profitability may be reduced.

In certain jurisdictions which do not have developed intellectual property laws or a record of protecting intellectual property rights, we may face considerable difficulties and costly litigation in order to protect and enforce such rights. In the event that we are not able to protect our intellectual property rights, our brand reputation and sales volume may be adversely affected.

Further, there is no assurance that our products do not and will not infringe other registered trademarks or intellectual property rights belonging to third parties. Accordingly, we may be subject to legal proceedings and claims relating to such infringement. In the event of any claims or litigation, involving infringement of the intellectual property rights of third parties, whether with or without merit, it could result in a diversion of our management time and resources and our Group's business and/or profitability will be adversely affected. In addition, any successful claim against us arising out of such proceedings may result in substantial monetary liability and may materially affect the continued sales of the affected products and our profitability.

Our subsidiaries' abilities to pay out dividends to us is subject to various restrictions

Our Company's significant assets are our equity interest in our subsidiaries. The ability of our subsidiaries to pay dividends or make other distributions to us may be restricted by, among other things, the availability of funds, the availability of profits, as well as statutory and other legal restrictions. In addition, the official currency of the PRC, RMB, is not freely convertible into foreign currencies. With effect from 1 January 1994, conversion of RMB into foreign currencies is regulated by a unified floating exchange rate system that is based largely on supply and demand. We may encounter difficulties in obtaining foreign exchange required to remit foreign currency dividends from our subsidiaries which are based in the PRC to our Shareholders. There is no

assurance that relevant regulations will not change and/or that the ability of our subsidiaries to distribute dividends to us will not be restricted in the future. In such events, there may be an adverse impact on our ability to pay out dividends to Shareholders.

Risks relating to the Group's Nickel Distribution and Trading Business

The Group may experience short term cash flow shortfall while the nickel supplies are in transit

HK Silver will generally receive payment from its customers (by drawing upon the letter of credit issued when such customers placed their orders) when nickel supplies arrive in the port of destination (i.e. Hong Kong or China). However, HK Silver may be required to pay for deposits to its suppliers in advance when placing purchase orders and to pay for the remaining balance immediately after the nickel supplies are being shipped by its suppliers in the port of origin (i.e. Indonesia or the Philippines). In the event that HK Silver is unable to secure appropriate financing in the intervening period (approximately 30 days while the nickel supplies are in transit) in order to meet its working capital requirements, the Group's business, results of operations, financial position and prospects could be materially and adversely affected.

The Group does not have any proven track record and operating history in the Nickel Distribution and Trading Business

The Group does not have a proven track record in carrying out the Nickel Distribution and Trading Business. There is no assurance that the Nickel Distribution and Trading Business will be commercially successful and that the Group will be able to derive sufficient revenue to offset the initial costs of capital investment as well as operating costs arising from the Nickel Distribution and Trading Business. The Nickel Distribution and Trading Business is a capital intensive business (in the sense that it will involve significant amount of working capital to grow the operation of the Nickel Distribution and Trading Business and the working capital will be used for the purpose of payment to the suppliers for the purchase of nickel supplies and payment of operational expenses such as the shipping costs and inland distribution costs) and may expose the Group to unforeseen liabilities or risks associated with its entry into new markets or new businesses. If the Group does not derive sufficient revenue from or does not manage the costs of the Nickel Distribution and Trading Business effectively, the overall financial position and profitability of the Group may be adversely affected.

The Group may not have the ability nor sufficient expertise to execute the proposed diversification into the Nickel Distribution and Trading Business

The Group's ability to successfully diversify into the Nickel Distribution and Trading Business is dependent upon its ability to adapt its existing knowledge and expertise and harness the experience and knowledge of its Directors to understand and navigate the Nickel Distribution and Trading Business, as well as to efficiently leverage on the experience and expertise of Wang De Zhou, Wang De Wei and Ma Yat Chuen (please refer to the Circular for the profile of Wang De Zhou, Wang De Wei and Ma Yat Chuen). There is no assurance that the Group's existing experience and expertise will be sufficient for the Nickel Distribution and Trading Business, or that the Group will be able to hire employees with the relevant experience and knowledge when necessary. The Group may not be able to successfully implement the Nickel Distribution and Trading Business and this may adversely affect the Group's financial performance and profitability.

The Group will be affected by the demand for stainless steel products

As nickel is one of the main components for making stainless steel, the Group will be affected by the demand for stainless steel products in general. Stainless steel products are often used in the oil and gas and petrochemical, marine, construction, food processing and other industries.

From time to time, different industries experience slowdowns due to cyclical fluctuations or decline in general economic conditions. A downturn in these industries will lead to a decrease in the demand for stainless steel products in general, which may in turn lead to a decrease in the demand of nickel which may affect the Group's revenue and financial performance.

The Group will be exposed to commodity price fluctuations

The current and expected future price of commodities such as nickel and other resources can change rapidly and significantly and this may have a substantial effect on the Group's business, financial performance, financial condition and results of operations. The pricing of such commodities are affected by numerous factors beyond the Group's control. These factors include but are not limited to market fluctuations, world demand, forward selling by producers, production cost levels in major mining regions, processing equipment and government regulations such as those relating to taxation, royalties, allowable production, importing and exporting and environmental protection. Prices may also be affected by macro-economic factors such as expectations regarding inflation, interest rates and global and regional demand and supply as well as general global economic conditions.

The demand for, and price of, commodities (including nickel) are highly dependent on a variety of factors including but not limited to international supply and demand, the level of consumer product demand, weather conditions, distribution problems, labour disputes, the price and availability of alternatives, actions taken by governments and international cartels, and global economic and political developments.

Fluctuations and, in particular, a decline in the prices of nickel may adversely affect the Group's business, financial performance, financial condition and results of operations due to a direct impact on the Group's revenue derived from the Nickel Distribution and Trading Business.

The Group does not have long term contracts with its customers and the Group's customers may source directly from other distributors

HK Silver does not have long term contracts with its customers. In the event that its customers decide to scale down their operations, not to purchase from HK Silver, or terminate a product line that utilises nickel, the Group's business and financial performance may be adversely affected.

HK Silver currently has a diversified customer base of over 10 active customers from various industries, many of whom are repeat customers. In the event a significant portion of the HK Silver's customers decide to source their stainless steel products directly from other distributors, the Group's revenue and financial performance may be adversely affected.

The Group may be exposed to credit risks of its suppliers

In line with industry practices, the Group is required to pay deposits to its suppliers when orders are placed. Any deterioration in the financial position or disputes with the Group's suppliers may materially and adversely affect the Group's profits and cash flows as these suppliers may experience difficulties in the delivering the nickel supplies in time. This impact may be greater in an economic downturn, as more suppliers may experience cash flow difficulties. As a result of the Group's suppliers defaulting on their performance, we would have to make provisions for doubtful debts or debt write-offs, which may adversely affect our financial performance. There was no bad debt incurred by HK Silver due to default of its suppliers for FY2011, FY2012 and FY2013.

HK Silver will enter into exclusive distribution agreements with Shenniu Indonesia and Sinophil upon completion of the Proposed Acquisition. Since HK Silver has sourced and will continue to source majority of its supply (at least for the duration of the Distribution Agreements) from Shenniu Indonesia and/or Sinophil, the Group may be exposed to any deterioration in the financial position of Shenniu Indonesia and/or Sinophil or dispute with Shenniu Indonesia and/or Sinophil.

The Group may be exposed to customer claims for rejected shipments

For each shipment, HK Silver commissions a testing by an independent third party to ensure the quality of the nickel supplies being shipped from the port of origin (for example, in Indonesia or in the Philippines). However, there might be occasions where the testing result conducted in the port of origin differs from the testing result of the nickel supplies actually received by the customer and/or HK Silver.

If HK Silver and/or the customers found the nickel supplies shipments to be sub-standard, the Group may be required to compensate its customers. Claims may also be made against the Group by its customers. For FY2011, FY2012 and FY2013, such claims were not significant.

In the event that any complaint is received for sub-standard shipments which results in legal proceedings against the Group, there may be an adverse effect on the Group's financial performance and market reputation.

The Group will be reliant on the exclusive distribution agreements with Shenniu Indonesia and Sinophil

The Group will be reliant on the exclusive distribution agreements with Shenniu Indonesia and Sinophil. A change in policy in Indonesia and the Philippines (the "Exporting Countries") such as export restrictions and increase in duties and taxation, occurrences of natural disasters or other catastrophic events in the Exporting Countries, unforeseen problems or delay in the mining operations and unexpected losses of Shenniu Indonesia and/or Sinophil may affect the viability of nickel supply from Shenniu Indonesia and/or Sinophil. Further, the Group may be exposed to any deterioration in the financial position of Shenniu Indonesia and/or Sinophil or dispute with Shenniu Indonesia and/or Sinophil. In the event that Shenniu Indonesia and/or Sinophil is unable to cater to the Group's demand for nickel and the Group is not able to secure alternative sources of supply to fulfill its sales orders, the Group's revenue and financial performance may be adversely affected.

The Group is largely dependent on Hong Kong and PRC as its major market

HK Silver's major markets to which it distributes its products are Hong Kong and the PRC. Hong Kong and the PRC accounted for of the entire revenue of HK Silver for FY2011, FY2012 and FY2013 respectively.

There is no assurance that the Group will be able to increase its sales to other countries or successfully expand into other new markets. Accordingly, should there be a reduction in demand for nickel in Hong Kong and the PRC and the Group is unable to increase its sales in other countries or successfully expand into new markets, the Group's revenue and financial performance may be adversely affected.

The Group may be affected by political, social, economic and regulatory conditions in the countries in which the Group does business

HK Silver currently distributes nickel in Hong Kong and the PRC. Demand for nickel depends on the political, economic, regulatory and social conditions in these countries. A change in policy in these countries such as import restrictions and increase in duties and taxation, and any slowdown in the respective economies may affect the Group's sales in these countries. This may then adversely affect the Group's business and financial performance.

Financing for future needs of the Nickel Distribution and Trading Business may be difficult to raise or have to be raised under unfavourable terms

Should the Group require more funds than anticipated to finance the Nickel Distribution and Trading Business, the Group may have to seek additional equity or debt financing to obtain the necessary funds to complete its future development activities. Uncertainty in the credit market could materially affect the Group's ability to obtain financing on favourable terms. The failure to obtain such financing may result in the Group forfeiting its interest in certain properties, missing certain acquisition opportunities or reducing or terminating operations. If the Group faces difficulty in raising sufficient capital or raise capital under unfavourable terms in order to meet its working capital requirements, the Group's business, results of operations, financial position and prospects could be materially and adversely affected.

The Nickel Distribution and Trading Business will be subject to risks in relation to interest rate movements

Risks arising from interest rate movements, particularly as a result of the debts that may be undertaken to finance the Nickel Distribution and Trading Business, such as to provide expansion capital and financing for resource and logistics, management and services relating to the natural

resource industry, may affect the Group's Nickel Distribution and Trading Business. Changes in interest rates could have a material and adverse effect on the Group's ability to service loans and its ability to raise and service long term debt.

The Group is dependent on certain key personnel for the success of the Nickel Distribution and Trading Business

The Group's success and growth in the Nickel Distribution and Trading Business will depend, to a large extent, on its ability to retain the services of Wang De Zhou, Wang De Wei and Ma Yat Chuen. The loss of services of Wang De Zhou, Wang De Wei and Ma Yat Chuen without suitable and timely replacement, or the inability to attract and retain other qualified personnel, would have an adverse impact on the Group's prospects, operations and financial performance.

Further, the Group is also reliant upon the ability of Mr Wang De Zhou to honour his undertaking to procure the payment of Minimum Cost of Funding (as defined in the Circular) to the Group and to satisfy the Minimum Profit Margin Requirement (as defined in the Circular) from the operation of HK Silver post-completion of the Proposed Acquisition.

The Group will be exposed to the risk of loss and/or disruption to its operations from unexpected events

The Group properties and inventory are exposed to the risks arising from unexpected events, such as, fire and flooding which may cause damage to its properties and inventory, and theft of the Group's inventory which may adversely affect its financial performance and position. In addition, any of these events may cause disruptions to the Group's nickel distribution operations which may be interrupted, delayed or curtailed. This may result in delayed delivery or failure to deliver to our customers, which may result in the loss of business or claims against us and may adversely affect our business and financial performance. The Group does not maintain any insurance against business interruption.

Risks relating to ownership of the Shares, Warrants and Convertible Bonds

The market price of our Shares may be volatile, which could result in substantial losses for investors who subscribe for and/or purchase Warrants and/or Convertible Bonds pursuant to the Warrants Issue and the Convertible Bonds Issue

There is no assurance that the market price for the Shares will not fluctuate significantly and rapidly as a result of certain factors, some of which are beyond the Company's control.

Examples of such factors include, *inter alia*, (i) variation(s) of its operating results; (ii) changes in securities analysts' estimates of the Group's financial performance; (iii) additions or departures of key personnel; (iv) fluctuations in stock market prices and volume; (v) involvement in litigation; and (vi) general economic and stock market conditions.

The Warrants Issue and the Convertible Bonds Issue may result in odd lots of Warrants and/or Convertible Bonds

The basis of the Warrants Issue of one (1) Warrant for every one (1) existing Share and the basis of the Convertible Bonds Issue of one (1) Convertible Bond for every one (1) existing Share is likely to, depending on the number of Shares held by each Shareholder, create odd lots of Warrants and/or Convertible Bonds. Such odd lots of Warrants and/or Convertible Bonds are likely to be less liquid than whole board lots of Warrants and/or Convertible Bonds comprising 100 Warrants or 100 Convertible Bonds (as the case may be) as, *inter alia*, it may be more difficult for holders of such odd lots of Warrants and/or Convertible Bonds who wish to sell them to find a ready buyer on the market. Furthermore, there may be other minimum fees and expenses involved in the trading of odd-lots of Warrants and/or Convertible Bonds which may make trading of the odd lots of Warrants and/or Convertible Bonds more costly on a per Warrant or per Convertible Bond basis as compared to trading in board lots of Warrants and/or Convertible Bonds.

Warrants issued pursuant to the Warrants Issue will expire and be worthless to the Warrantholders

The Warrants issued pursuant to the Warrants Issue have an Exercise Period of five (5) years. In the event that the Warrants are not exercised by the end of the Exercise Period, they will expire and be worthless to the holders thereof.

The Entitled Shareholder's interest in the Company may be diluted or varied

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

Shareholders, Warrantholders and/or Bondholders may not be able to trade their Warrants, Convertible Bonds, additional New Shares and/or Conversion Shares on the SGX-ST in the event approval-in-principle and/or permission is not granted by the SGX-ST

The dealing in, listing of and quotation for the additional Warrants and/or Convertible Bonds to be issued pursuant to any adjustments under the terms and conditions of the Deed Poll and/or of the Trust Deed and the additional New Shares arising from the exercise of such additional Warrants and the additional Conversion Shares arising from the exercise of such additional Convertible Bonds on the Official List of the SGX-ST is conditional upon the approval in-principle being granted by the SGX-ST for such additional Warrants and additional New Shares. In the event that no such approval in-principle is granted by the SGX-ST, Warrantholders and/or Bondholders will not be able to trade such additional Warrants, additional Convertible Bonds, additional New Shares and/or additional Conversion Shares respectively on the SGX-ST.

Pursuant to Rule 826 of the Listing Manual, the SGX-ST will normally require a sufficient spread of holdings to provide for an orderly market in the securities. As a guide, SGX-ST expects at least 100 warrantholders for a class of company warrants, and at least 100 bondholders for a class of bonds.

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

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- 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**
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Not applicable, as no profit forecast or profit estimate has been made.

- 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**
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Not applicable, as no profit forecast or profit estimate has been made.

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- 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**
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Not applicable, as no profit forecast or profit estimate has been made.

- 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**
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Not applicable, as no profit forecast or profit estimate has been made.

- 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**
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Not applicable, as no profit forecast or profit estimate has been made.

Significant Changes

15. Disclose any event that has occurred from the end of:

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

to the latest practicable date which may have a material effect on the financial position and results of the relevant entity or, if it is the holding company or holding entity of a group, the group, or, if there is no such event, provide an appropriate negative statement

Save as disclosed in this Offer Information Statement and in announcements made by the Company, the Directors are not aware of any event which has occurred since 1 July 2014 up to the Latest Practicable Date which may have a material effect on the financial position and results of the Company or the Group provided in its unaudited financial statements for HY2014 published by the Company on 14 August 2014.

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

Noted.

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 lodgment of the offer information statement, the method by which the offer price is to be determined must be explained.**
-

The Issue Price for each Warrant is S\$0.01, payable in full on acceptance and/or application. The Exercise Price of each Warrant is S\$0.10.

The Issue Price for each Convertible Bond is S\$0.015, payable in full on acceptance and/or application. The Conversion Price of the Convertible Bonds is S\$0.10.

The expenses incurred for the Warrants Issue and the Convertible Bonds Issue will not be specifically charged to subscribers or purchasers of the Warrants Issue and Convertible Bonds Issue. An administrative fee will be incurred for each Electronic 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.**
-

Not applicable. The Shares are traded on the Main Board of the SGX-ST.

3. **If:**
 - (a) **any of the relevant entity's shareholders or equity interest-holders have preemptive 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. None of the Shareholders has pre-emptive rights to subscribe for the Warrants and the Convertible Bonds.

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) There no Warrants or Convertible Bonds (being securities of the same series as the Warrants and Convertible Bonds being offered pursuant to the Warrants Issue and the Convertible Bonds Issue) listed or quoted on any other securities exchange. For informational purposes, in light of the possible exercise of Warrants into New Shares and the possible conversion of Convertible Bonds into Conversion Shares, the price range and volume of the Shares traded on the Main Board of the SGX-ST over the last 12 months immediately preceding the Latest Practicable Date are as follows:

Month	Price Range in S\$		Volume Traded per Month ⁽³⁾
	High Price ⁽¹⁾	Low Price ⁽²⁾	
January 2014	0.033	0.030	2,805,000
February 2014	0.030	0.028	987,000
March 2014	0.032	0.025	928,000
April 2014	0.029	0.027	251,000
May 2014	0.032	0.30	2,068,000
June 2014	0.034	0.028	3,599,000
July 2014	0.032	0.030	2,023,000
August 2014	0.028	0.025	760,000
September 2014	0.030	0.023	1,104,000
October 2014	0.028	0.019	4,082,000
November 2014	0.047	0.027	514,000
December 2014	0.045	0.025	59,755,000
1 January 2015 to the Latest Practicable Date	0.028	0.017	11,697,100

Source: Bloomberg L.P.⁽⁴⁾

Notes:

- (1) High Price was based on the highest closing price in a particular month.
 - (2) Low Price was based on the lowest closing price in a particular month.
 - (3) Volume was based on the total volume of Shares traded in a particular month.
 - (4) Bloomberg L.P. has not consented to the inclusion of the prices quoted under this section and is thereby not liable for such information under Sections 253 and 254 of the Securities and Future Act. The Company has included the above information in their proper form and context in this Offer Information Statement and has not verified the accuracy of these statements.
- (b) Not applicable, because the Shares were listed on the SGX-ST on 13 March 2008.
- (c) There has been no significant trading suspension of the Shares on the SGX-ST during the three (3) years immediately preceding the Latest Practicable Date.
- (d) Please refer to the table above 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 January 2014 to the Latest Practicable Date.

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.**

Warrants

Please refer to section 1(a) of Part X of this Offer Information Statement, Appendix A-1 of this Offer Information Statement and the Deed Poll for the terms and conditions of the Warrants.

The New Shares arising from the exercise of the Warrants which will, upon allotment and issue, rank *pari passu* in all respects with the then issued Shares and with each other, save that the New Shares will not be entitled to any dividends, rights, allotments or other distributions, the Record Date for which falls before the exercise date of the Warrants, save as may be otherwise provided in the Deed Poll.

Convertible Bonds

Please refer to section 1(a) of Part X of this Offer Information Statement, Appendix A-2 of this Offer Information Statement and the Trust Deed for the terms and conditions of the Convertible Bonds.

The Conversion Shares arising from the conversion of the Convertible Bonds which will, upon allotment and issue, rank *pari passu* in all respects with the then issued Shares and with each other, save that the Conversion Shares will not be entitled to any dividends, rights, allotments or other distributions, the Record Date for which falls before the exercise date of the Warrants, save as may be otherwise provided in the Trust Deed.

On 31 October 2014, the SGX-ST granted approval in-principle for the listing of and quotation for up to 354,670,733 Warrants and up to 354,670,733 New Shares on the Main Board of the SGX-ST, and up to S\$5,320,060.99 in aggregate principal amount of Convertible Bonds, subject to certain conditions. The Warrants, Convertible Bonds and the New Shares and Conversion Shares are to be issued pursuant to authority granted by the Shareholders to the Directors which was obtained at the SGM on 8 January 2015.

Subject to applicable law, the Listing Manual and the Company's Bye-Laws, the Company shall be at liberty to issue further Shares and/or subscription rights to Shareholders and/or third parties, either for cash or otherwise, upon such terms and conditions as the Company sees fit under the authority of an ordinary resolution of the Shareholders at a general meeting. The Warrantholders and Bondholders shall not have any participating rights in further issues of Shares or subscription rights unless otherwise resolved by the Company in general meeting.

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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.**
-

Plan of Distribution

The Warrants Issue : The Warrants Issue is proposed to be made on a renounceable and non-underwritten basis to Entitled Shareholders, on the basis of one (1) Warrant to be offered for every one (1) Share held by an Entitled Shareholder as at the Books Closure Date, fractional entitlements to be disregarded. Up to 354,760,733 Warrants will be issued.

Each Warrant carries the right to subscribe for one (1) New Share at the Exercise Price of S\$0.10.

The Convertible Bonds Issue : The Convertible Bonds is proposed to be made on a renounceable and non-underwritten basis to Entitled Shareholders, on the basis of one (1) Convertible Bond to be offered for every one (1) Share held by an Entitled Shareholder as at the Books Closure Date, fractional entitlements to be disregarded. Up to 354,760,733 Convertible Bonds will be issued.

The Bonds Issue price is S\$0.015 for each Convertible Bond. The nominal value for each Convertible Bond is S\$0.015. The Conversion Price (as defined in the Trust Deed) will be S\$0.10 (subject to Adjustments (as defined in the Trust Deed) to Conversion Price).

Bondholders have the right to convert any Convertible Bond into validly issued, fully paid and unencumbered Conversion Shares, at any time on or after one (1) year after the date of issue of the Convertible Bonds up to the date falling seven (7) days prior to the Maturity Date.

The number of Conversion Shares to be issued on the conversion of each Convertible Bond will be determined by dividing the principal amount of each Convertible Bond by the Conversion Price. If more than one Convertible Bond held by the same holder is converted at any one time by the same holder, the number of Conversion Shares to be issued upon such conversion will be calculated on the basis of the aggregate principal amount of the Convertible Bonds to be converted.

		Fractions of a common share will not be issued on conversion and no adjustment or cash payment will be made in respect of such fractions of shares.
No broker or dealer	:	The Warrants and Convertible Bonds are not offered through any broker or dealer. The Warrants Issue and the Convertible Bonds Issue will not be underwritten.
Foreign Shareholders	:	For practical reasons and in order to avoid any violation of relevant legislation applicable in countries other than Singapore, the Warrants and Convertible Bonds will not be offered to Foreign Shareholders. If it is practicable to do so, arrangements may, at the discretion of the Company, be made for the provisional allotment of Warrants and Convertible Bonds which would otherwise have been provisionally allotted to Foreign Shareholders to be sold "nil paid" on the SGX-ST as soon as practicable after dealings in the provisional allotments of Warrants and Convertible Bonds commence and the net proceeds arising therefrom will be dealt with in accordance with the terms set out in the Circular and this Offer Information Statement to be issued by the Company in connection with the Warrants Issue and the Convertible Bonds Issue.
Other Terms and Conditions	:	The allotment and issue of the Warrants and Convertible Bonds pursuant to the Warrants Issue and the Convertible Bonds Issue is governed by the terms and conditions as set out in this Offer Information Statement, including Appendices B, C and D, the PAL, the ARE, the ARS, the WEWAF and the WAF.

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 Warrants Issue and Convertible Bonds Issue are not underwritten by any financial institution.

PART VII – ADDITIONAL INFORMATION

Statement 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.**
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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.**
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Not applicable.

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.**
-

Noted.

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 as there is not issue manager or underwriter to the Warrants Issue and the Convertible Bonds Issue.

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.**
-

Saved as disclosed in this Offer Information Statement, the Directors are not aware of any other particulars or any other matters not disclosed under any other paragraph of this Offer Information Statement which could materially affect, directly or indirectly, the Company's or the Group's business operations or financial position or results or investments by the Shareholders, Warrantholders and Bondholders.

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

Guarantor Entity, Advisers and Agents

1. Provide the names and addresses of

- (a) the arranger of the offer, if any; and**
 - (b) the paying agent of the relevant entity.**
-

(a) Not applicable as there is no arranger for the Convertible Bonds Issue.

(b) the paying agent for the Convertible Bonds is Lion Trust (Singapore) Limited, of 20 Cross Street, #02-18 China Court @ China Square Central, Singapore 048422.

2. In the case of a guaranteed debenture issue, provide

- (a) the name and address of the guarantor entity; and**
 - (b) the names and addresses of each of the directors or equivalent persons of the guarantor entity.**
-

Not applicable.

3. Provide the name and address of the trustee, fiscal agent or any other representative for the debenture holders, and the main terms of the document governing such trusteeship or representation, including provisions concerning the functions, rights and obligations of the trustee, fiscal agent or representative.

The names and addresses of the Trustee, the Principal Paying Agent and the Bond Registrar are set out in Part II “Identity of Directors, Advisers and Agents” of this Offer Information Statement.

Trust Deed

The Convertible Bonds will be constituted by the Trust Deed entered into between the Company and Lion Trust (Singapore) Limited as trustee of the Convertible Bonds. The Trustee is duly registered as a trust company under the Trust Companies Act, Chapter 336 of Singapore and has agreed to act as trustee of the Trust Deed for the benefit of the Bondholders on the terms and subject to the conditions contained in the Trust Deed. The rights and interests of Bondholders will be contained in the Trust Deed. The Trust Deed will provide for the Trustee to take action on behalf of the Bondholders in certain circumstances, but only if the Trustee is indemnified to its satisfaction. It may not be possible for the Trustee to take certain actions and accordingly, in such circumstances, the Trustee will be unable to take such actions, notwithstanding the provision of an indemnity to it, and it will be for the Bondholders to take such actions directly. Further, the Trustee will be entitled under the Trust Deed to act on the opinion, certificate or advice of, or information obtained from, any lawyer, valuer, banker, broker, accountant or other expert in Singapore or elsewhere whether appointed by the Trustee, the Company or any other person and it shall not be responsible for any loss occasioned by so acting. The other functions, rights and obligations of the Trustee will be set out in the Trust Deed.

Bond Agency Agreement

Lion Trust (Singapore) Limited will be appointed as the Principal Paying Agent for the payment of the principal of and interest in the Convertible Bonds. Boardroom Corporate & Advisory Services Pte. Ltd. will be appointed as the Bond Registrar for the conversion of the Convertible Bonds into Conversion Shares and the transfer of the Convertible Bonds, respectively.

The Principal Paying Agent, the Registrar and the Conversion and Transfer Agent will be appointed in respect of the Convertible Bonds in accordance with the terms and conditions of the Bond Agency Agreement. The other functions, rights and obligations of these agents will be set out in the Bond Agency Agreement.

Offer Statistics

4. State

- (a) the amount of subscriptions that are being sought and, where applicable, the fact that the subscriptions may be reduced;**
- (b) the nature, denomination and, where applicable, number of the debentures or units of debentures, as the case may be, being offered;**
- (c) where the debentures or units of debentures, as the case may be, are offered at a discount or premium, the face value of the debentures or units of debentures being offered and the discount or premium; and**
- (d) the currency of the issue and, if the issue is payable in any currency other than the currency of the issue, this fact.**

Please refer to the section entitled “Principal terms of the Convertible Bonds and the Conversion Shares”, paragraphs 2 and 3 of Part IV “Use of Proceeds from Warrants Issue and Convertible Bonds Issue and Expenses Incurred” and paragraph 1 of Part VI “The Offer and Listing”, of this Offer Information Statement. The Issue Price for each Convertible Bond is payable in Singapore dollars.

Principal Terms and Conditions

5. Provide the following information on the debentures or units of debentures, as the case may be, being offered:

- (a) the yield, a summary of the method by which that yield is calculated, the issue and redemption prices, the nominal interest rate and —**
 - (i) if the nominal interest rate is a floating rate, how the rate is calculated; or**
 - (ii) if several or variable interest rates are provided for, the conditions for changes in the rate;**
- (b) the date from which interest accrues and the interest payment dates;**
- (c) the procedures for, and validity period of, claims to payment of interest and repayment of the principal sum;**
- (d) the final repayment date and any early repayment dates, specifying whether exercisable at the option of the relevant entity or of the holder of the debentures or units of debentures;**

- (e) details of the arrangements for the amortisation or early redemption of the debentures or units of debentures, as the case may be including procedures to be adopted;
- (f) a description of any subordination or seniority of the issue to other debts of the relevant entity already incurred or to be incurred;
- (g) the rights conferred upon the holders of the debentures or units of debentures, as the case may be, including rights in respect of interest and redemption;
- (h) the particulars of any security;
- (i) the particulars of any significant covenant, including those concerning subsequent issues of other forms or series of debentures or units of debentures;
- (j) where applicable, a statement as to whether or not the relevant entity has any right to create additional charges over any of the assets subject to a charge to secure the repayment of the debentures or units of debentures, as the case may be, which will rank in priority to or *pari passu* with the second-mentioned charge and, if there is such a right, particulars of its nature and extent;
- (k) the nature and scope of any guarantee, surety or commitment intended to ensure that the issue will be duly serviced with regard to both the principal sum of and the interest on the debentures or units of debentures, as the case may be;
- (l) any legislation under which the debentures or units of debentures, as the case may be, have been created, and the governing law and the competent courts in the event of litigation;
- (m) definition of events constituting defaults and effect upon acceleration of maturity of the debentures or units of debentures, as the case may be; and
- (n) provisions for modifications of terms and conditions of the debentures or units of debentures, as the case may be.

Please refer to the section entitled “Principal terms of the Convertible Bonds and the Conversion Shares” of this Offer Information Statement and the Terms and Conditions of the Convertible Bonds set out in Appendix A-2 to this Offer Information Statement.

Credit Rating

6. If the relevant entity, its guarantor entity or the debentures or units of debentures being offered have been given a credit rating by a credit rating agency, disclose the name of the credit rating agency, the credit rating (including whether it is a short-term or long-term credit rating), whether or not the relevant entity, its guarantor entity or any of their related parties had paid any fee or benefit of any kind to the credit rating agency in consideration for the credit rating, and the date on which the credit rating was given.

Not applicable.

Secured Debentures

7. Provide, in relation to an offer of secured debentures or certificates of debenture stock, a summary by the auditors of the relevant entity showing, in tabular form
- (a) the aggregate value of the tangible assets owned by the relevant entity;
 - (b) the aggregate value of the tangible assets owned by each, or jointly owned by two or more, of its guarantor entities; and

- (c) the aggregate value of the tangible assets jointly owned by the relevant entity and one or more of its guarantor entities, which have been charged to secure the repayment of all or any moneys payable in respect of the secured debentures or certificates of debenture stock, including an explanation of any adjustment made for the purpose of providing a true and fair view of those assets.
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Not applicable.

8. Show also, in the summary

- (a) the amounts outstanding of the aggregate amounts borrowed by the relevant entity and by each of its guarantor entities, distinguishing between those amounts outstanding which will rank for repayment in priority to the amount under the proposed issue and those amounts outstanding which will rank for repayment *pari passu* with the amount under the proposed issue;
- (b) where any charge is for a liability the amount of which may vary from time to time, the actual amount of the liability as at the date on which the summary is made and any further amount which may be advanced under that charge; and
- (c) the aggregate amount of advances by the relevant entity to related corporations or related entities of the relevant entity, distinguishing between advances which are secured and advances which are unsecured.
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Not applicable.

9. The auditors of the relevant entity may explain or qualify, by way of notes or otherwise, any of the matters set out in the summary.

Not applicable.

10. Where the tangible assets referred to in paragraph 7 of this Part are in the form of property, provide information on a report of the valuation of the interest of the relevant entity and each of its guarantor entities in each property charged, showing the nature and extent of the interest of the relevant entity and of each of its guarantor entities, such report to be made not more than 6 months before the date of lodgement of the offer information statement by an independent qualified valuer.

Not applicable.

PART IX – ADDITIONAL INFORMATION REQUIRED CONVERTIBLE SECURITIES

Information on Convertible Debentures

1. **Provide information concerning the nature of the securities, equity interests or property offered by way of conversion, exchange, subscription or purchase and the rights attached thereto including, in particular, the voting rights, entitlement to share in profits and, in the event of liquidation, any surplus and any other special rights.**
-

Please refer to the section entitled “Principal terms of the Convertible Bonds and the Conversion Shares”, paragraph 1 of Part VI “The Offer and Listing” and the Terms and Conditions of the Convertible Bonds set out in Appendix A-2, of this Offer Information Statement.

2. **Provide information on the terms, conditions and procedures for conversion, exchange, subscription or purchase and details of the circumstances under which they may be amended, including the following information:**
 - (a) **the total number or value of securities, equity interests or property which is the subject of the conversion, exchange, subscription or purchase;**
 - (b) **the period during which the conversion, exchange, subscription or purchase right may be exercised and the date on which this right commences;**
 - (c) **the amount payable on the exercise of the conversion, exchange, subscription or purchase right;**
 - (d) **any arrangement for the transfer or transmission of the conversion, exchange, subscription or purchase right;**
 - (e) **the rights of the holders of the debentures or units of debentures in respect of the conversion, exchange, subscription or purchase right on the liquidation of the entity the securities, equity interests or property of which is the subject of the conversion, exchange, subscription or purchase;**
 - (f) **any arrangement for the variation in the subscription price of the securities, equity interests or property which is the subject of the conversion, exchange, subscription or purchase, or in the exercise price of the convertible debentures, or in the number or value of securities, equity interests or property which is the subject of the conversion, exchange, subscription or purchase, in the event of any alteration in the capital of the entity the securities, equity interests or property of which is the subject of the conversion, exchange, subscription or purchase; and**
 - (g) **if there is no established market for the securities, equity interests or property which is the subject of the conversion, exchange, subscription or purchase, the manner of determining the subscription or exercise or conversion price, including 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**
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Please refer to the section entitled “Principal terms of the Convertible Bonds and the Conversion Shares”, paragraph 1 of Part VI “The Offer and Listing”, and the Terms and Conditions of the Convertible Bonds set out in Appendix A-2, of this Offer Information Statement.

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

1. Provide -

(a) the particulars of the Warrants Issue and Convertible Bonds Issue;

Principal terms of the Warrants and the New Shares

Basis of provisional allotment	:	One (1) Warrant for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date.
Number of Warrants	:	Based on the issued share capital of the Company of 354,670,733 Shares as at the Latest Practicable Date and assuming the Warrants Issue is fully subscribed, up to 354,670,733 Warrants will be issued.
Warrants Issue Price	:	S\$0.01 for each Warrant, payable in full on acceptance and/or application.
Exercise Price	:	The amount payable for each New Share on the exercise of a Warrant, being S\$0.10 at issuance of the Warrant.
Exercise Period	:	The period during which the Warrants may be exercised commencing on and including the date of the first (1 st) anniversary of the date of issue of the Warrants and expiring at 5.00 p.m. (Singapore time) on the date immediately preceding the sixth (6 th) anniversary of the date of issue of the Warrants, but excluding such period(s) during which the Register of Members of the Company is closed pursuant to the terms and conditions of the Warrants set out in the Deed Poll. Unexercised Warrants 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 Warranholders at least 1 month before the expiration date, and the Company shall announce the same on the SGX-ST.
Listing of the Warrants and the New Shares	:	<p>On 31 October 2014, the Company received the approval in-principle from the SGX-ST for the listing and quotation of the Warrants and the New Shares on the Main Board of the SGX-ST, subject to certain conditions.</p> <p>The approval in-principle granted by the SGX-ST for the listing and quotation of the Warrants and the New Shares on the Main Board of the SGX-ST is not to be taken as an indication of the merits of the Warrants Issue, the Warrants, the New Shares, the Company and/or its subsidiaries.</p> <p>In the event permission is not granted by the SGX-ST for the listing of and quotation for the Warrants on the Main Board of the SGX-ST due to an inadequate spread of holdings of the Warrants</p>

to provide for an orderly market in the trading of the Warrants, Warrantheolders will not be able to trade their Warrants on the SGX-ST.

- Trading of the Warrants and the New Shares** : The Warrants will trade separately on the Main Board of the SGX-ST, under the book-entry (scripless) settlement system upon the listing of and quotation for the Warrants on the Main Board of the SGX-ST, subject to, *inter alia*, an adequate spread of holdings of the Warrants to provide for an orderly market in the Warrants. For the purpose of trading on the Main Board of the SGX-ST, each board lot of Warrants or New Shares (as the case may be) will consist of 100 Warrants or New Shares (as the case may be) or such other board lot size which the SGX-ST may require.
- 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 will entitle the Warrantheolder, at any time during the Exercise Period, to subscribe for one (1) New Share at the Exercise Price in force on the relevant exercise date. Warrants remaining unexercised at the expiry of the Exercise Period shall lapse and cease to be valid for any purpose.
- Mode and payment for exercise of Warrants** : Payment of the Exercise Price shall be made to the specified office of the Warrant Agent by way of a remittance in Singapore currency by banker's draft or cashier's order drawn on a bank operating in Singapore for the full amount of the Exercise Price payable in respect of the Warrants exercised.
- Number of New Shares** : Based on the issued share capital of the Company of 354,670,733 Shares as at the Latest Practicable Date and assuming that the Warrants Issue is fully subscribed and all the Warrants are exercised, up to 354,670,733 New Shares will be issued.
- Status of New Shares** : The New Shares will, upon allotment and issue, rank *pari passu* in all respects with the then existing Shares, save for any dividends, rights, allotments or other distributions, the Record Date for which is on or prior to the relevant exercise date of the Warrants.
- Adjustments** : The Exercise Price and/or the number of Warrants to be held by each Warrantheolder will, after the issue of the Warrants, be subject to adjustments under certain circumstances set out in the Deed Poll, including without limitation:
- (a) any consolidation, subdivision (including a subdivision by way of a bonus issue by the Company of Shares credited as fully paid without capitalisation of profits or reserves), or conversion of Shares; or

- (b) an issue by the Company of Shares credited as fully paid-up by way of capitalisation of profits or reserves (whether of a capital or income nature and other than an issue of Shares to its Shareholders who had an option to take cash or other dividend in lieu of the relevant Shares); or
- (c) a Capital Distribution (as defined in the Deed Poll Terms and Conditions) 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); or
- (d) an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights; or
- (e) an issue (otherwise than pursuant to a rights issue available to all Shareholders, requiring an adjustment under paragraph (d) above and other than an issue of Shares to Shareholders who had an option to take cash or other dividend in lieu of the relevant Shares) by the Company of Shares, if the Total Effective Consideration (as defined in the Deed Poll Terms and Conditions) for each Share is less than ninety per cent. (90.0%) of the Current Market Price (as defined in the Deed Poll Terms and Conditions) for each Share (calculated as provided in the Deed Poll Terms and Conditions).

Any additional Warrants issued shall rank *pari passu* with the Warrants issued under the 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 SGXNET.

Modifications of rights of Warrantholders

: The Company may, without the consent of the Warrantholders but in accordance with the terms of the Deed Poll and subject to the approval of the SGX-ST, effect any modification to the terms of the Deed Poll including the terms and conditions of the Warrants which, in the opinion of the Company is:

- (a) not materially prejudicial to the interests of the Warrantholders; or
- (b) of a formal, technical or minor nature; or
- (c) to correct a manifest error or to comply with mandatory provisions of Singapore law; or
- (d) 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 the Warrantheolders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the Main Board of the SGX-ST.

Any such modification shall be binding on all Warrantheolders and all persons having an interest in the Warrants. Upon any modification of the terms of the Deed Poll and/or the terms and conditions of the Warrants, notice shall be given to the Warrantheolders in accordance with the terms and conditions of the Warrants as set out in the Deed Poll as soon as practicable thereafter. Unless made pursuant to subparagraphs (a) to (d) above, any alteration to the terms of the Warrants to the advantage of the Warrantheolders is subject to the approval of the Shareholders and the SGX-ST (if necessary).

Except where the modifications are made pursuant to the Deed Poll, the Company must not:

- (a) extend the exercise period of a Warrant;
- (b) issue a new Company warrant to replace a Warrant;
- (c) change the exercise price of a Warrant; and
- (d) change the exercise ratio of a Warrant.

Any material modifications to the terms of the Warrants to the advantage of the Warrantheolders shall be approved by the Shareholders.

Transfer and transmission

: For as long as the Shares and the Warrants are listed on SGX-ST, a Warrant may only be transferred in the manner prescribed in the terms and conditions of the Warrants as set out in the Deed Poll including, *inter alia*, the following:

- (a) Warrants not registered in the name of CDP

A Warrantheolder whose Warrants are registered in the name of the Warrantheolder ("**Transferor**") shall lodge, during normal business hours at the specified office of the Warrant Agent (as defined in the Deed Poll), the Transferor's warrant certificate(s) together with an instrument of transfer, in the form approved by the Company (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, provided that the Company and the Warrant Agent may dispense with requiring the Depository to sign as transferee any Transfer Form for the transfer of

Warrants to it. A Transferor shall remain a holder of the Warrants until the name of the transferee is entered in the Register of Warrantholders by the Warrant Agent or the Depository Register by the Depository, as the case may be;

(b) Deceased Warrantholder

The executors or administrators (or trustees) of the estate of a deceased registered Warrantholder (not being one of several joint holders) 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(s) recognised by the Company as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall, on producing to the Warrant Agent such evidence as may be required by the Warrant Agent to prove their title, and on the completion of a Transfer Form and payment of such fees and expenses required by the conditions of the Warrants 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; and

(c) Warrants registered in the name of CDP

Where the Warrants are registered in the name of the Depository and the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by the Depository 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.

Winding-up

: Subject to the Bermuda Laws and the Bye-Laws, where there is a member's voluntary winding-up of the Company for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the Warrantholders, or some person designated by them, shall have approved by way of a resolution passed at a meeting of the Warrantholders duly convened and held in accordance with the provisions contained in the Deed Poll, the terms of such scheme of arrangement shall be binding on all the Warrantholders.

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, no later than two (2) business days, being days (other than a Saturday, a Sunday or a gazetted public holiday) on which commercial banks in Singapore, the SGX-ST, the CDP and the Warrant Agent are open for business, prior to the proposed general meeting, by

irrevocable surrender of his Warrant certificate(s) to the Company with the notice for the exercise of the Warrants duly completed, together with all relevant payments payable, to elect to be treated as if he had exercised the Warrants to the extent of the number of Warrants exercised and had on such date been the holder of the New Shares. The New Shares will be allotted to such Warrantholder as soon as possible and in any event no later than the day immediately prior to the date of the proposed general meeting.

Subject to the foregoing, if the Company is wound up for any other reason, all Warrants which are not exercised shall lapse and cease to be valid for any purpose.

Further issues	:	Subject to the terms and conditions of the Warrants set out in the Deed Poll, Warrantholders shall not have any participation rights in such further issues of securities by the Company unless otherwise resolved by the Company in general meeting or in the event of a takeover offer to acquire Shares.
Non-underwritten	:	The Warrants Issue will not be underwritten.
Warrant Agent	:	Boardroom Corporate & Advisory Services Pte. Ltd.
Governing law	:	Laws of the Republic of Singapore.

Please refer to Appendix A-1 of this Offer Information Statement for further details in relation to the terms and conditions of the Warrants set out in the Deed Poll.

Principal terms of the Convertible Bonds and the Conversion Shares

Issue Size	:	Up to S\$5,320,060.99 in aggregate principal amount of Convertible Bonds due in 2020.
Bonds Issue Price	:	S\$0.015 for each Convertible Bond. The nominal value for each Convertible Bond is S\$0.015.
Maturity Date	:	The fifth anniversary of the date of issue of the Convertible Bonds (the "Maturity Date").
Interest	:	The Convertible Bonds will bear interest from the date of issue of the Convertible Bonds up to the Maturity Date at the rate of seven (7) per cent per annum payable annually in arrears on the interest payment date (the "Interest Payment Date"). Subject to the Terms and Conditions of the Convertible Bonds, each Convertible Bond will cease to bear interest (i) from and including the Interest Payment Date last preceding the date of conversion of the Convertible Bond; or (ii) from the due date of redemption thereof unless upon surrender, payment of the full amount due is improperly withheld or refused or default is otherwise made in respect of any such payment.

Form and Denomination : The Convertible Bonds will be issued in registered form and in the denomination of S\$0.015 each and will be represented by a global bond certificate registered in the name of CDP, and deposited with CDP. Except in the limited circumstances described in the provisions of the global bond certificate, owners of interests in Convertible Bonds represented by the global bond certificate will not be entitled to receive definitive bond certificates in respect of their individual holdings of Convertible Bonds. Convertible Bonds which are represented by the global bond certificate will be transferable only in accordance with the rules and procedures for the time being of CDP.

Conversion Terms : Bondholders have the right to convert any Convertible Bond into validly issued, fully paid and unencumbered Conversion Shares, at any time on or after one (1) year after the date of issue of the Convertible Bonds up to the date falling seven (7) days prior to the Maturity Date.

The number of Conversion Shares to be issued on the conversion of each Convertible Bond will be determined by dividing the principal amount of each Convertible Bond by the Conversion Price. If more than one Bond held by the same holder is converted at any one time by the same holder, the number of Shares to be issued upon such conversion will be calculated on the basis of the aggregate principal amount of the Bonds to be converted.

Fractions of a common share will not be issued on conversion and no adjustment or cash payment will be made in respect of such fractions of shares.

Conversion Price : The Conversion Price will be S\$0.10 (subject to Adjustments to Conversion Price). Bondholders may convert any Convertible Bonds that he holds into Conversion Shares. For example:

- (i) If the Bondholder has 20 Convertible Bonds, he will be able to convert these Convertible Bonds into 3 Conversion Shares.
- (ii) If the Bondholder has 10 Convertible Bond, he will only be able to convert these Convertible Bond into 1 Conversion Share only.
- (iii) If the Bondholder has 1 Convertible Bond, he will not be able to convert this Convertible Bond into any Conversion Shares.

In practice, an existing shareholder who owns 100 Shares will be entitled to buy S\$1.5 Convertible Bonds ($100 * S\0.015). The shareholder / the bondholder will have the right to convert the S\$1.5 Convertible Bonds into 15 Conversion Shares.

- Adjustments to Conversion Price** : The Conversion Price will be subject to adjustments under certain circumstances, including the following:
- (a) any alteration to the number of issued Shares as a result of consolidation, subdivision or reclassification;
 - (b) the issue of Shares by the Company credited as fully paid to Shareholders, by way of capitalisation of profits or reserves (including any share premium account, distributable profits or reserves and/or capital redemption reserve fund), including a free distribution or bonus issue of Shares, other than an issue of Shares paid-up out of profits or reserves and issued in lieu of the whole or part of a specifically declared cash dividend (the “Relevant Cash Dividend”), being a dividend which the Shareholders concerned would or could otherwise have received (a “Scrip Dividend”) and which would not have constituted a Capital Distribution (as defined in the Terms and Conditions of the Convertible Bonds);
 - (c) the issue of Shares by way of a Scrip Dividend where the Current Market Price (as defined in the Terms and Conditions of the Convertible Bonds) of such Shares exceeds the amount of the Relevant Cash Dividend or the relevant part thereof and which would not have constituted a Capital Distribution;
 - (d) the payment or making of any Capital Distribution by the Company to the Shareholders;
 - (e) the issue of Shares to all or substantially all Shareholders as a class by the Company by way of rights, or issue or grant to all or substantially all Shareholders as a class, by way of rights of options, warrants or other rights to subscribe for or purchase any Shares, in each case at less than the Current Market Price;
 - (f) the issue of any securities (other than Shares or options, warrants or other rights to subscribe or purchase Shares) to all or substantially all Shareholders as a class by the Company by way of rights, or the grant to all or substantially all Shareholders as a class by way of rights of any options, warrants or other rights to subscribe for or purchase, any securities (other than Shares or options, warrants or other rights to subscribe or purchase Shares);

- (g) otherwise than as mentioned in sub-paragraph (e) above, the issue wholly for cash by the Company of any Shares or the issue or grant of options, warrants or other rights to subscribe or purchase Shares in each case at a price per Share which is less than the Current Market Price;
- (h) the issue wholly for cash by the Company or any Subsidiary (as defined in the Terms and Conditions of the Convertible Bonds) or (at the direction or request of or pursuant to any arrangements with the Company or any Subsidiary) any other company, person or entity of any securities (other than the Convertible Bonds) which by their terms of issue carry rights of conversion into, or exchange or subscription for, Shares to be issued by the Company upon conversion, exchange or subscription at a consideration per Share which is less than the Current Market Price;
- (i) any modification of the rights of conversion, exchange or subscription attaching to any such securities as are mentioned in the preceding sub-paragraph (other than in accordance with the terms applicable to such securities) so that the consideration per Share (for the number of Shares available on conversion, exchange or subscription following the modification) is less than the Current Market Price;
- (j) the issue, sale or distribution by or on behalf of the Company or any Subsidiary or (at the direction or request of or pursuant to any arrangements with the Company or any Subsidiary) any other company, person or entity of any securities in connection with an offer by or on behalf of the Company or any Subsidiary or such other company, person or entity pursuant to which offer the Shareholders generally are entitled to participate in arrangements whereby such securities may be acquired by them; and
- (k) if the Company determines that an adjustment should be made to the Conversion Price as a result of one or more events or circumstances not specified above, the Company shall at its own expense request an Independent Adviser (acting as an expert) to determine as soon as practicable what adjustment to the Conversion Price is fair and reasonable to take account thereof, if the adjustment would result in a reduction in the Conversion Price, and the date on which such adjustment should take effect and upon such determination such adjustment (if any) shall be made and shall take effect in accordance with such determination.

No adjustment will be made to the Conversion Price when Shares or other securities (including rights or options) are issued, offered or granted pursuant to any employee share scheme or pursuant to the conversion of the Convertible Bonds.

- Conversion Shares** : Based on the issue size of S\$5,320,060.99 in aggregate principal amount of Convertible Bonds, the number of Conversion Shares to be allotted and issued by the Company pursuant to the full conversion of the Convertible Bonds, will be 53,200,610 Conversion Shares. This represents fifteen per cent. (15%) of the Company's existing share capital (on a fully diluted basis) as at the Latest Practicable Date.
- Conversion Period** : Subject to and upon compliance with the Terms and Conditions of the Convertible Bonds, the Convertible Bonds may be converted at the Conversion Price into validly issued, fully paid and unencumbered Conversion Shares, at the option of the Bondholder, at any time on or after one (1) year after the date of issue of the Convertible Bonds up to the date falling seven (7) days prior to the Maturity Date.
- Status of the Convertible Bonds** : The Convertible Bonds constitute direct, unsubordinated, unconditional and unsecured obligations of the Company and shall at all time rank pari passu and without any preference or priority among themselves. The payment obligations of the Company under the Convertible Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable law, at all times rank at least equally with all of its other present and future direct, unsubordinated, unconditional and unsecured obligations.
- Status of the Conversion Shares** : The Conversion Shares will, upon allotment and issue, rank pari passu in all respects with the then existing Shares, save for any dividends, rights, allotments or other distributions, the record date for which precedes the registration date in respect of the Conversion Shares.
- Redemption at Maturity** : Unless previously redeemed, converted or purchased and cancelled as provided in the Terms and Conditions of the Convertible Bonds, the Company will redeem each Convertible Bond at 100% of its principal amount on the Maturity Date.
- Redemption at the Option of the Company or for Taxation Reasons** : If at any time the aggregate principal amount of the Convertible Bonds outstanding is less than 10.0 per cent. of the aggregate principal amount originally issued, the Company shall have the option to redeem such outstanding Convertible Bonds in whole but not in part at their principal amount together with accrued interest.

The Company also has the option to redeem the Convertible Bonds at any time after three (3) years of the date of issue of the Convertible Bonds before the Maturity Date. Any such early redemption of the Convertible Bonds by the Company shall be made at 103% of the principal amount of the Convertible Bonds, together with any accrued interest.

Also, at any time, the Company may redeem the Convertible Bonds, subject to and in accordance with the Terms and Conditions of the Convertible Bonds, for taxation reasons.

Delisting Put Right : In the event the Shares cease to be listed or admitted to trading on the SGX-ST (a “Delisting”), each Bondholder shall have the right (the “Delisting Put Right”), at such Bondholder’s option, to require the Company to redeem all (but not less than all) of such Bondholder’s Convertible Bonds on the 20th Business Day (as defined in the Terms and Conditions of the Convertible Bonds) after notice has been given to Bondholders regarding the Delisting at 100% of its principal amount together with accrued interest.

Purchases : The Company or any Subsidiary may at any time purchase Convertible Bonds at any price in the open market or otherwise. Such Convertible Bonds may, at the option of the Company or the relevant Subsidiary, be held, resold or cancelled. The Convertible Bonds so acquired, while held by or on behalf of the Company or any Subsidiary, shall not entitle the holders thereof to convert the Convertible Bonds in accordance with the Terms and Conditions of the Convertible Bonds nor exercise any voting rights with respect to such Convertible Bonds.

Clearing and Settlement : The Convertible Bonds will be cleared through CDP and are to be kept with CDP as authorised depository.

Listing : On 31 October 2014, the SGX-ST granted its in-principle approval for the listing and quotation of the Convertible Bonds and the Conversion Shares on the Main Board of the SGX-ST, subject to certain conditions.

Approval in-principle granted by the SGX-ST is not to be taken as an indication of the merits of the Convertible Bonds, the Conversion Shares, the Company and/or its subsidiaries. The SGX-ST assumes no responsibility for the accuracy of any of the statements made, reports contained and opinions expressed in this Offer Information Statement.

It should be noted that the Convertible Bonds may not be listed and quoted on the SGX-ST in the event of an insufficient spread of holdings of the Convertible Bonds to provide for an orderly market in the trading of the Convertible Bonds. Accordingly, in such event, holders of Convertible Bonds will not be able to trade their Convertible Bonds on the SGX-ST. However, if a

Bondholder was to exercise his right, subject to the Terms and Conditions of the Convertible Bonds, to convert the Convertible Bonds into Conversion Shares, such Conversion Shares will be listed and quoted on the Main Board of the SGX-ST.

- Trading** : Upon the listing of and quotation for the Convertible Bonds and Conversion Shares on the SGX-ST, the Convertible Bonds and Conversion Shares, when issued, will be traded on the SGX-ST under the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) of the Convertible Bonds and Conversion Shares effected through the SGX-ST and/or CDP shall be made in accordance with the “Terms and Conditions for Operation of Securities Accounts with CDP” and the master depository services agreement, as the same may be amended from time to time.
- Taxation** : All payments of principal and/or interest made by the Company will be made free from any restriction or condition and be made without deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Singapore or any authority thereof or therein having power to tax, unless deduction or withholding of such taxes, duties, assessments or governmental charges is compelled by law. In such event, the Company will pay such additional amounts as will result in the receipt by the Bondholders of the net amounts after such deduction or withholding equal to the amounts which would otherwise have been receivable by them had no such deduction or withholding been required except that no such additional amount shall be payable in respect of any Convertible Bond in certain circumstances as set out in the Terms and Conditions of the Convertible Bonds.
- Events of Default** : Subject to the Terms and Conditions of the Convertible Bonds, upon the occurrence of any event of default, including the liquidation of the Company, the Convertible Bonds may be declared immediately due and repayable at their principal amount together with accrued interest. Please refer to Condition 11 of the Terms and Conditions of the Convertible Bonds (Schedule 2 Part B) under the Trust Deed. The Trust Deed is available for inspection at the address of the Company’s Share Transfer Agent, Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623 during normal business hours.
- Trustee** : Lion Trust (Singapore) Limited.
- Principal Paying Agent** : Lion Trust (Singapore) Limited.

Bond Registrar : Boardroom Corporate & Advisory Services Pte. Ltd.

Governing Law : Laws of Singapore.

Please refer to Appendix A-2 of this Offer Information Statement for further details in relation to the terms and conditions of the Convertible Bonds set out in the Trust Deed.

(b) the last day and time for splitting of the provisional allotment of the securities to be issued pursuant to the Warrants Issue and Convertible Bonds Issue;

The last day and time for splitting of the provisional allotment of the Warrants and Convertible Bonds to be issued pursuant to the Warrants Issue and Convertible Bonds Issue is 5 February 2015 at 5.00 p.m.

(c) the last day and time for acceptance of and payment for the securities to be issued pursuant to the Warrants Issue and Convertible Bonds Issue;

The last day and time for acceptance of and payment for the Warrants and Convertible Bonds to be issued pursuant to the Warrants Issue and Convertible Bonds Issue is 11 February 2015 at 5.00 p.m. (and 9.30 p.m. for Electronic Applications).

(d) the last day and time for renunciation of and payment by the renounee for the securities to be issued pursuant to the Warrants Issue and Convertible Bonds Issue;

The last day and time for renunciation of and payment by the renounee for the Warrants and Convertible Bonds to be issued pursuant to the Warrants Issue and Convertible Bonds Issue is 11 February 2015 at 5.00 p.m.

(e) the terms and conditions of the offer of securities to be issued pursuant to the Warrants Issue and Convertible Bonds Issue;

The Warrants Issue and Convertible Bonds Issue is subject, *inter alia*, to the terms and conditions set out in this Offer Information Statement, and the following:

- (i) the approval in-principle of the SGX-ST for the dealing in, listing of and quotation for the Warrants, the Convertible Bonds, the New Shares and the Conversion shares on the Official List of the SGX-ST being obtained;
- (ii) the Warrants Issue and Convertible Bonds Issue being approved by Shareholders at the SGM; and
- (iii) the lodgment of this Offer Information Statement pursuant to the Securities and Futures Act with the Authority.

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

Not applicable. There are no undertakings from the substantial shareholders.

(g) if the Warrants Issue and Convertible Bonds Issue is or will not be underwritten, the reason for not underwriting the issue.

In view of the savings in costs in respect of underwriting fees, the Company has decided to proceed with the Warrants Issue and Convertible Bonds Issue on a non-underwritten basis. Accordingly, the Warrants Issue and Convertible Bonds Issue will not be underwritten by any financial institution.

ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS ISSUES UNDER APPENDIX 8.2 OF THE LISTING MANUAL

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 as at 31 December 2011, 31 December 2012 and 31 December 2013 are set out below:

	← As at 31 December →		
	2011	2012	2013
	HK\$'000	HK\$'000	HK\$'000
	(Audited)	(Audited)	(Audited)
Total current assets	90,903	55,162	65,938
Total current liabilities	55,817	63,717	67,591
Working capital	35,086	(8,555)	(1,653)

Source: Annual reports of the Company for FY2012 and FY2013.

FY2012 compared to FY2011

Current assets decreased by approximately HK\$35.7 million from approximately HK\$90.9 million as at 31 December 2011 to approximately HK\$55.2 million as at 31 December 2012 due mainly to the decrease in deposits, prepayments and other receivables of approximately HK\$16.4 million, trade receivables of approximately HK\$1.3 million and inventories of approximately HK\$10.8 million and the reclassification of the non-current assets held for sale of approximately HK\$8.1 million back to non-current assets. The decrease in deposits, prepayments and other receivables was due to the receipt of remaining balance of proceeds from the disposal of Caishi (Qingyuan) Products Co., Ltd. of approximately HK\$9.1 million and settlement of certain other receivables. The decrease in trade receivables and inventories was due to increase in provision for impairment loss in FY2012.

Current liabilities increased by approximately HK\$7.9 million from approximately HK\$55.8 million as at 31 December 2011 to approximately HK\$63.7 million as at 31 December 2012. The increase was mainly due to the increase in bank borrowings and tax payables, offset by the decrease in trade payables of approximately HK\$2.6 million due to shorter credit period granted by the suppliers and decrease in other payables and accruals of approximately HK\$8.1 million due to settlement of other payables.

FY2013 compared to FY2012

Current assets increased by approximately HK\$10.7 million from approximately HK\$55.2 million as at 31 December 2012 to approximately HK\$65.9 million as at 31 December 2013 due mainly to (a) increase in trade receivables of approximately HK\$3.6 million attributable to an increase in customers with longer credit periods and (b) increase in inventories of approximately HK\$5.4 million mainly due to reversal of write-down of inventories to net realisable value.

Current liabilities increased by approximately HK\$3.9 million from approximately HK\$63.7 million as at 31 December 2012 to approximately HK\$67.6 million as at 31 December 2013. The increase was mainly due to (a) increase in bank borrowings to support the working capital and (b) increase in other payables which comprised mainly of balances due to former subsidiaries, offset by the decrease in tax payables of former subsidiaries disposed during FY2013.

HY2014 compared to FY2013

Current assets decreased by approximately HK\$3.4 million from approximately HK\$65.9 million as at 31 December 2013 to approximately HK\$62.5 million as at 30 June 2014, mainly attributed to decrease in inventories by approximately HK\$8.2 million due to higher quantity of stocks sold subsequent to the financial year ended 31 December 2013 and the decrease in cash and bank balances by approximately HK\$2.5 million. Current liabilities decreased by approximately HK\$12.5 million from approximately HK\$67.6 million as at 31 December 2013 to approximately HK\$55.1 million as at 30 June 2014, mainly due to decrease in other payables and accruals by approximately HK\$10.5 million to HK\$24.9 million as at 30 June 2014. This was due to repayment of other payables during 1H14.

2. Convertible Securities

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

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- (i) Please refer to Parts IV, V, VIII, IX and X and Appendix A of this Offer Information Statement.
 - (ii) Not applicable. The Warrants Issue and Convertible Bonds Issue are not underwritten by any financial institution.

3. Manager's Responsibility Statement

Not applicable.

APPENDIX A-1: TERMS AND CONDITIONS OF THE WARRANTS

The warrants to subscribe for new ordinary shares in the capital of Joyas International Holdings Limited (the “**Company**” and such warrants, the “**Warrants**”), are issued subject to the benefit of a deed poll dated 15 January 2015 executed by the Company (the “**Deed Poll**”). The issue of the Warrants was authorised by resolutions of the board of directors of the Company and by a shareholder resolution of the shareholders of the Company passed on 8 January 2015. Approval in-principle has been obtained from the SGX-ST (as defined below) for the listing of and quotation for the Warrants and the new Shares (as defined below) arising from the exercise of the Warrants **subject to, *inter alia*, a sufficient spread of holdings for the Warrants**. The statements in the Conditions include summaries 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 (as defined below) and the Warrantholders (as defined below) are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of the Deed Poll.

1. Definitions

For the purposes of these Conditions and subject as otherwise provided herein:

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

“**Approved Bank**” means any bank or merchant bank in Singapore of international repute and selected by the Directors;

“**Auditors**” means the auditors for the time being of the Company or, if there shall be joint auditors, any one or more of such auditors or, in the event of them being unable or unwilling to carry out any action requested of them pursuant to the provisions of the Deed Poll or the Conditions, such other auditors as may be nominated by the Company;

“**Bermuda Companies Act**” means the Companies Act 1981 of Bermuda as amended from time to time;

“**Bermuda Laws**” means the Bermuda Companies Act and every other act, order regulation or other instrument having statutory effect (as amended from time to time) for the time being in force in Bermuda applying to or affecting the Company, the Memorandum and/or the Bye-Laws;

“**Board**” means the board of directors of the Company as constituted from time to time or (as the context may require) the majority of Directors present and voting at a meeting of Directors at which a quorum is present;

“**Business Day**” means a day (other than a Saturday, a Sunday or a gazetted public holiday) on which commercial banks in Singapore, the SGX-ST, the Depository and the Warrant Agent are open for business;

“**Bye-Laws**” means the bye-laws of the Company as amended, supplemented or modified from time to time;

“**Depositor**” and “**Depository**” shall have the respective meanings ascribed to them in Section 130A of the Act;

“**Depository Register**” means the register maintained by the Depository pursuant to Division 7A of Part IV of the Act in respect of the Warrants registered in the name of the Depository;

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

“Exercise Date” means, in relation to the exercise of a Warrant, the Business Day on which the applicable conditions referred to in Condition 4(A) are fulfilled, or (if fulfilled on different days) on which the last of such conditions is fulfilled, provided that if any such day falls during a period when the Register of Members of the Company is closed, then the **“Exercise Date”** shall be earlier of the next Business Day on which the Register of Members of the Company is open and the Expiration Date;

“Exercise Notice” means a notice (for the time being current) for the exercise of the Warrants, copies of which may be obtained from the Warrant Agent;

“Exercise Period” means the period commencing on (and including) the first (1st) anniversary of the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the sixth (6th) anniversary of the date of issue of the Warrants, but excluding such period(s) during which the Register may be closed pursuant to Condition 4(F) below;

“Exercise Price” means, in respect of each Warrant, S\$0.10 at issuance of the Warrant, fractional entitlements to be disregarded, subject to adjustment in accordance with Condition 5 below;

“Expiration Date” means the last date of the Exercise Period;

“Extraordinary Resolution” shall have the meaning set out in paragraph 20 of Schedule 2;

“Market Day” shall have the meaning ascribed to it in the Listing Manual;

“Memorandum” means the memorandum of association of the Company as amended, supplemented or modified from time to time;

“Register” means the Register of Warrantheolders to be maintained by the Warrant Agent pursuant to Condition 4(F) below;

“Securities Account” means a securities account maintained by a Depositor with the Depository;

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

“SGX-ST Listing Manual” or **“Listing Manual”** means the listing manual of the SGX-ST, as amended, supplemented or modified from time to time;

“Shares” means common shares of par value HK\$0.01 each 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 moneys paid by exercising Warrantheolders in satisfaction of the Exercise Price in relation to the Warrants exercised by such exercising Warrantheolders;

“S\$” means the lawful currency of Singapore;

“unexercised” means, in relation to the Warrants, all the Warrants which have been issued pursuant to the shareholders’ resolution passed at a special general meeting of the Company held on 8 January 2015 and all the Warrants which are issued pursuant to Condition 5 for so long as the Warrants shall not have lapsed in accordance with Condition 3 other than (a) those which have been exercised in accordance with their terms, (b) those mutilated or defaced Warrants in respect of which replacement Warrants have been duly issued pursuant to Condition 10, and (c) 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 10; Provided that for the purposes of (i) the right to attend and vote at any meeting of Warrantheolders and (ii) the determination of how many and which Warrants for the time being remain unexercised for the purposes of Condition 12 and paragraphs 1, 3, 4 and 8 of Schedule 2, 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 lodgment, be deemed not to remain unexercised

“Warrant Agency Agreement” means the warrant agency agreement dated 15 January 2015 appointing, *inter alia*, the Warrant Agent, as the same may be modified from time to time by the parties thereto, 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 Agent” means Boardroom Corporate & Advisory Services Pte. Ltd. or such other person as may be appointed as such from time to time by the Company pursuant to the Warrant Agency Agreement;

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

“Warrantholders” means the registered holders of the Warrants, except that where the registered holder is the Depository, the term **“Warrantholders”** shall, in relation to Warrants registered in the name of the Depository, include, where the context requires, the Depositors whose Securities Account(s) with the Depository are credited with Warrants, Provided that for the purposes of Schedule 2 of the Deed Poll relating to meetings of Warrantholders, such Warrantholders shall mean those Depositors having Warrants credited to their Securities Account(s) as shown in the records of the Depository as at a time not earlier than 48 hours prior to the time of a meeting of Warrantholders supplied by the Depository to the Company. The word **“holder”** or **“holders”** in relation to Warrants shall (where appropriate) be construed accordingly.

2. Form and Title

(A) The Warrants are issued in registered form. Title to the Warrants shall be transferable in accordance with Condition 9. The Warrant Agent shall maintain the Register on behalf of the Company and except as required or provided by law:

- (i) the registered holder of the Warrants (other than the Depository); and
- (ii) (where the registered holder of the Warrants is the Depository) each Depositor for the time being appearing in the Depository Register maintained by the Depository as having Warrants credited to its Securities Account(s),

will be deemed to be and be treated as the absolute owner thereof and as the holder of all the rights and interests in the number of Warrants so entered (whether or not the Company shall be in default in respect of the Warrants or its covenants contained in the Deed Poll and notwithstanding any notice of ownership or writing hereon or notice of any previous loss or theft of the relevant Warrant Certificate or any irregularity or error in the records of the Depository or any express notice to the Company or the 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.

(B) If two or more persons are entered in the Register or the Depository Register (as the case may be) 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:

- (i) the Company shall not be bound to register more than three persons as the registered joint holders of any Warrant but this provision shall not apply in the case of executors or administrators (or trustees) of the estate of a deceased Warrantholder;
- (ii) joint holders of any Warrant whose names are entered in the Register shall be treated as one Warrantholder;
- (iii) the Company shall not be bound to issue more than one 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 Register shall be sufficient delivery to all; and

- (iv) the joint holders of any Warrant whose names are entered in the Register or the Depository Register, as the case may be, shall be, jointly and severally, liable severally in respect of all payments which ought to be made in respect of such Warrants.

3. Exercise Rights

- (A) For as long as the Shares and the Warrants are listed on SGX-ST, each Warrantholder shall have the right, by way of exercise of each Warrant, at any time during normal business hours on any Business Day during the Exercise Period in the manner set out in Condition 4 and otherwise on the terms of and subject to the Conditions set out below and the Company having sufficient authorised but unissued share capital, to subscribe for one (1) Share at the Exercise Price, subject to adjustments in accordance with Condition 5, on the Exercise Date applicable to such Warrant. The Exercise Price shall, on the Exercise Date, be applied towards payment for the Share to be issued on the exercise of the relevant Warrant. Each Warrant shall, following its exercise in accordance with these Conditions, be cancelled by the Company. No payments shall be refunded and no fraction of a Share shall be allotted.
- (B) At the expiry of the Exercise Period, any Warrant which has not been exercised in accordance with Condition 4 will lapse and cease to be valid for any purpose.
- (C) 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.

4. Procedure for Exercise of Warrants

- (A) Lodgment Conditions

In order to exercise one or more Warrants, a Warrantholder must fulfill the following conditions:

- (i) lodgment during the normal business hours on any Business Day during the Exercise Period, of the relevant Warrant Certificate registered in the name of the exercising Warrantholder for exercise at the specified office of the Warrant Agent together with the Exercise Notice in respect of the Warrants represented thereby in the form (for the time being current) obtainable from the Warrant Agent and which are in the form or substantially in the form prescribed by the Deed Poll, 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 that the Warrant Agent may dispense with the production of the relevant Warrant Certificate where such Warrant Certificate is registered in the name of the Depository;
- (ii) the furnishing of such evidence (if any, including evidence of nationality) as the Warrant Agent may require to determine the due execution of the Exercise Notice by or on behalf of the exercising Warrantholder (including every joint Warrantholder, if any) or otherwise ensure the due exercise of the Warrants and such other evidence as the Company may require to verify due compliance for the purposes of administering and implementing the provisions set out in these Conditions;
- (iii) the payment or satisfaction of the Exercise Price in accordance with the provisions of Condition 4(B) below;
- (iv) the payment of deposit or other fees for the time being chargeable by, and payable to, the Depository (if any) or any stamp, issue, registration or other similar taxes or duties arising on the exercise of the relevant Warrants as the Warrant Agent may require; and
- (v) the payment of the expenses for, and the submission of any necessary documents required in order to effect, the registration of the new Shares in the name of the exercising Warrantholder or the Depository, as the case may be, and the delivery of the certificates for such new Shares and any property or other securities to be delivered upon the exercise of the relevant Warrants to the place specified by the exercising Warrantholder in the Exercise Notice or to the Depository, as the case may be.

Any exercise by a Warrantholder in respect of Warrants registered in the name of the Depository shall be further conditional on:

- (i) the number of Warrants so exercised being available in the "Free" balance of the Securities Account of the exercising Warrantholder with the Depository and remain so credited until the relevant Exercise Date; and
- (ii) the relevant Exercise Notice specifying that the new Shares arising on exercise of the Warrants are to be credited to the Securities Account of the exercising Warrantholder, 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 the Depository irrevocably authorise the Company and the Warrant Agent to obtain from the Depository 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 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 the Depository (including steps set out in the Depository's procedures for the exercise of warrants as set out in its website <http://www.cdp.com.sg> or such other website, 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 any Warrantholder as a result of or in connection with reliance by the Company, the Warrant Agent or any other persons upon the Depository Register or the records of and information supplied by or statements or certificates of the Depository.

Once all the abovementioned conditions (where applicable) have been fulfilled, the relevant Warrant Certificate(s) (if any), the Exercise Notice and any moneys tendered in or towards payment of the Exercise Price in accordance with Condition 4(B) below may not be withdrawn without the consent in writing of the Company.

(B) Payment of Exercise Price

Payment of the Exercise Price shall be made to the specified office of the Warrant Agent:

- (i) by way of a remittance in Singapore currency by banker's draft or cashier's order drawn on a bank operating in Singapore for the credit of the Special Account for the full amount of the Exercise Price payable in respect of the Warrants exercised.

Each such payment shall be made free of any foreign exchange commissions, remittance charges or other deductions and any banker's drafts or cashier's orders shall be endorsed on the reverse side with (i) the number of Warrants exercised, (ii) the name of the exercising Warrantholder and (iii) the certificate numbers of the relevant Warrant Certificates or, if the relevant Warrant Certificates are registered in the name of the Depository, the Securities Account(s) of the exercising Warrantholder which is to be debited with the Warrants being exercised and in each case compliance must also be made with any exchange control or other statutory requirements for the time being applicable.

If the payment advice 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 accordingly be delayed or 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 payment of the Exercise Price relating to all the relevant Warrants lodged with the Warrant Agent is less than the full amount of such Exercise Price, the Warrant Agent shall not treat the relevant payment so received or any part thereof as payment of the Exercise Price or any part thereof and,

accordingly, the whole of such relevant payment shall remain in the Special Account (subject to Condition 4(D) below) unless and until a further payment is made in accordance with the requirements set out above in this Condition 4(B) in an amount sufficient to cover the deficiency provided that the Company will not be held responsible for any loss arising from any retention of such payment by the Warrant Agent.

(C) Exercise Date

A Warrant shall (provided the provisions of this Condition 4 have been satisfied) be treated as exercised on the Exercise Date which shall be the Business Day (falling within the Exercise Period) on which all the conditions for and provisions relating to the exercise of the Warrant have been fulfilled or, if fulfilled on different dates, the last of such dates provided that if any Warrant is exercised on a date when the Register is closed, the Exercise Date shall be the earlier of the next Business Day on which such Register is open and the Expiration Date.

The relevant Warrants and Warrant Certificates shall be cancelled on the Exercise Date except that, in relation to Warrant Certificates in the name of the Depository, such Warrant Certificates shall be cancelled as soon as possible after receipt by the Warrant Agent from the Depository of instructions as to the cancellation of the Warrants and the said Warrant Certificates.

(D) Special Account

Payment of the Exercise Price received by the Warrant Agent for credit to the Special Account will be available for release to the Company on the Business Day after the Exercise Date relating to the relevant Warrants in payment for the Shares to be delivered in consequence of the exercise of such Warrants. The relevant Warrants and Warrants Certificates shall be cancelled on the Exercise Date except that, in relation to Warrant Certificates in the name of the Depository, such Warrant Certificates shall be cancelled as soon as possible after receipt by the Warrant Agent from the Depository of instructions as to the cancellation of the Warrants and the said Warrant Certificates.

If such payment 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 of the Exercise Price or the conditions set out in Condition 4(A) above have not then all been fulfilled in relation to the exercise of such Warrants, such payment will remain in the Special Account pending recognition of such payment or full payment or fulfilment of the lodgment conditions set out in Condition 4(A), as the case may be, but on whichever is the earlier of:

- (i) the 14th day after receipt of such Exercise Notice by the Warrant Agent; and
- (ii) the Expiration Date,

such payment will (if the Exercise Date in respect of such Warrant(s) has not by then occurred) be returned, without interest, to the person who remitted such payment.

The Warrant Agent will, if it is possible to relate the payment so received 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 to the exercising Warrantholder at the risk and expense of such Warrantholder. The Company and the Warrant Agent will be entitled to deduct or otherwise recover from the exercising Warrantholder any applicable handling charges and out-of-pocket expenses of the Warrant Agent. So long as any particular payment remains credited to the Special Account and the relevant Exercise Date has not occurred, it (but excluding any interest accrued thereon) will continue to belong to the exercising Warrantholder but it may only be withdrawn within the abovementioned 14 day period with the consent in writing of the Company.

(E) Allotment of New Shares and Issue of Balancing Warrant Certificates

A Warranthead exercising Warrants which are registered in the name of the Depository must elect in the Exercise Notice to have the delivery of new Shares arising from the exercise of such Warrants to be effected by crediting such Shares to the Securities Account of such Warranthead or, as the case may be, the Securities Account of the nominee company of the Approved Bank as specified in the Exercise Notice within five (5) Market Days of the date on which the Warrant Agent confirms with the Depository that the Warrants which have been tendered for exercise are available for exercise in the relevant Securities Account of the exercising Warranthead.

A Warranthead exercising Warrants which are 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 with the Depository.

The Company shall allot and issue the new Shares arising from the exercise of the relevant Warrants by a Warranthead and deliver such new Shares in accordance with the instructions of such Warranthead as set out in the Exercise Notice and:

- (i) where such Warranthead has elected in the Exercise Notice to receive physical share certificates in respect of the new Shares arising from the exercise of the relevant Warrants, the Company shall despatch, as soon as practicable but in any event not later than five (5) Business Days after the relevant Exercise Date, by ordinary post to the address specified in the Exercise Notice and at the risk of such Warranthead, the certificates relating to such new Shares registered in the name of such Warranthead; or
- (ii) where such Warranthead has elected in the Exercise Notice to have the delivery of new Shares arising from the exercise of the relevant Warrants to be effected by the crediting of the Securities Account of such Warranthead as specified in the Exercise Notice, the Company shall as soon as practicable but not later than five (5) Business Days after the relevant Exercise Date despatch the certificates relating to such new Shares in the name of, and to, the Depository for the credit of the Securities Account of such Warranthead as specified in the Exercise Notice (in which case, such Warranthead shall also duly complete and deliver to the Warrant Agent such forms as may be required by the Depository, failing which such exercising Warranthead shall be deemed to have elected to receive physical share certificates in respect of such new Shares at his address specified in the Register).

Where a Warranthead exercises part only (and not all) of the subscription rights represented by Warrants which are registered in the name of the Depository, the number of Warrants represented by the Warrant Certificate registered in the name of the Depository shall be deemed to have been reduced for all purposes by the number of Warrants so exercised. Where a Warranthead exercises part only (but not all) of the subscription rights represented by Warrants which are registered in his name, the Company shall despatch a balancing Warrant Certificate in the name of the exercising Warranthead in respect of any Warrants remaining unexercised (as defined in the Deed Poll) in accordance with the Bye-Laws by ordinary post to the address specified in the relevant Exercise Notice and at the risk of that Warranthead at the same time as it delivers in accordance with the relevant Exercise Notice the certificate(s) relating to the new Shares arising upon exercise of such Warrants.

(F) Register of Warrantheads

The Warrant Agent shall maintain a register (the “**Register**”) containing particulars of the Warrantheads (other than Warrantheads who are Depositors) and if the Depository holds any Warrants, the Depository and such other information relating to the Warrants as the Company may require. The Register shall be closed during such periods as the Register of Transfers of the Company may be closed and during such periods as may be required to determine the adjustments to the Exercise Price and/or the number of Warrants under Condition 5 or during such other period as the Company may determine. Notice of the closure of the Register will be given to the Warrantheads in accordance with Condition 13.

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 Register (where the registered holder of a Warrant is a person other than the Depository) or the Depository Register (where the Depository is the registered holder of a Warrant) or any statement or certificate issued by the Depository 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).

(G) Warrant Agent

The name of the initial Warrant Agent and its specified office is set out below. The Company reserves the right at any time to vary or terminate the appointment of the Warrant Agent and to appoint an additional or another Warrant Agent, Provided that it shall at all times maintain a Warrant Agent having a specified office in Singapore so long as the Warrants are outstanding. Notice of any such termination or appointment and of any changes in the specified offices of the Warrant Agent shall be given to the Warrantholders in accordance with Condition 13.

Warrant Agent:

Boardroom Corporate & Advisory Services Pte. Ltd.

50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623

5. Adjustments of Exercise Price and Number of Warrants

- (A) 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 and/or the Auditors as the Directors may deem fit. The Exercise Price and/or the number of Warrants held by each Warrantholder shall from time to time be adjusted as provided in these Conditions and the Deed Poll in all or any of the following cases:
- (i) any consolidation, subdivision (including a subdivision by way of a bonus issue by the Company of Shares credited as fully paid without capitalisation of profits or reserves), or conversion of Shares; or
 - (ii) an issue by the Company of Shares credited as fully paid-up by way of capitalisation of profits or reserves (whether of a capital or income nature and other than an issue of Shares to its members (“**Members**”) who had an option to take cash or other dividend in lieu of the relevant Shares); or
 - (iii) a Capital Distribution (as defined below) made by the Company to its Members whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or
 - (iv) an offer or invitation made by the Company to its Members whereunder they may acquire or subscribe for Shares by way of rights; or
 - (v) an issue (otherwise than pursuant to a rights issue available to all Members, requiring an adjustment under Condition 5(A)(iv) above and other than an issue of Shares to Members who had an option to take cash or other dividend in lieu of the relevant Shares) by the Company of Shares, if the Total Effective Consideration (as defined below) for each Share is less than ninety per cent. (90.0%) of the Current Market Price (as defined below) for each Share (calculated as provided below).

(B) Subject to these Conditions 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(A)(i) to (v) above or if such event is capable of giving rise to more than one adjustment, the adjustment shall be made in such manner as the Approved Bank and/or Auditors shall determine):

(i) Consolidation or Subdivision or Conversion of Shares

If, and whenever, consolidation or subdivision or conversion of the Shares occurs (including a subdivision by way of a bonus issue by the Company of Shares credited as fully paid without capitalisation of profits or reserves), the Exercise Price shall be adjusted in the following manner:

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

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

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

where:

A = the aggregate number of issued and fully paid-up Shares immediately before such consolidation or subdivision or conversion;

B = the aggregate number of issued and fully paid-up Shares immediately after such consolidation or subdivision or conversion;

X = the existing Exercise Price; and

W = the 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 or subdivision or conversion becomes effective.

(ii) Capitalisation Issues

If and whenever the Company shall make any issue of Shares to its Members credited as fully paid-up by way of capitalisation of profits or reserves (whether of a capital or income nature and other than an issue of Shares to Members who had an option to take cash or other dividend in lieu of the relevant Shares), the Exercise Price and/or the number of Warrants shall be adjusted in the following manner:

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

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

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 Members credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature and other than an issue of Shares to Members who had an option to take cash or other dividend in lieu of the relevant Shares);

X = as in X above; and

W = as in W above.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the 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 (or such other time as may be notified by the Company) on which Members must be registered as such to participate therein.

(iii) Capital Distribution or Rights Issues

If and whenever the Company shall make:

- (a) a Capital Distribution (as defined below) to its Members whether on a reduction of capital or otherwise; or
- (b) any offer or invitation to Members by way of rights whereunder they may acquire or subscribe for Shares;

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

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

and, in the case of Condition 5(B)(iii)(b), 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 Current Market Price on the Market Day immediately preceding the date on which the Capital Distribution is publicly announced to the SGX-ST or (failing any such announcement), immediately preceding the date of the Capital Distribution;

- D = (1) in the case of a transaction falling within Condition 5(B)(iii)(a), the fair market value, as determined by an Approved Bank and/or Auditors, of that portion of the Capital Distribution attributable to one Share; and
- (2) in the case of a transaction falling within Condition 5(B)(iii)(b), the value of rights attributable to one (1) Share (as defined below);

X = as in X above; and

W = as in W above.

For the purpose of sub-paragraph (2) of D above, the “value of the rights attributable to one (1) Share” shall be calculated in accordance with the following formula:

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

Where:

C = as in C above;

E = the subscription price of one (1) additional Share under the offer or invitation to acquire or subscribe for Shares under the terms of such offer or invitation; and

F = the number of Share(s) which is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) Share.

For the purposes of Conditions 5(A)(iii) and 5(B)(iii), “**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(B)(ii) above) or other securities credited as fully or partly paid-up by way of capitalisation of profits or reserves (but excluding any issue of Shares made where the Members had an option to take cash or other dividend in lieu of the relevant Shares). Any distribution out of profits or reserves shall not be deemed to be a Capital Distribution unless the profits or reserves are attributable to profits or gains arising from the sale of assets owned by the Company or any of its subsidiaries on or before the date of such distribution and any cancellation of capital which is lost or unrepresented by available assets shall not be deemed to be a Capital Distribution.

For the purpose of this Condition 5, the “**Current Market Price**” in relation to each Share for any relevant Market Day shall be the average of the last dealt prices (rounded down to the nearest S\$0.01 per Share) of Shares quoted on the Main Board of the SGX-ST for the five (5) consecutive Market Days (on each of which trading of the Shares on the Main Board of the SGX-ST has been transacted) immediately preceding that Market Day.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such Capital Distribution or such offer or invitation, as the case may be.

(iv) Concurrent Capitalisation Issue and Rights Issue

If and whenever the Company makes any allotment to its Members as provided in Condition 5(B)(ii) above and also makes any offer or invitation to its Members as provided in Condition 5(B)(iii)(b) 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/or the number of Warrants shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{(I \times C) + (J \times E)}{(I + J + B) \times C} \times X$$

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

where:

B = as in B above;

C = as in C above;

- E = as in E above;
- I = the aggregate number of issued and fully paid-up Shares on the record date;
- J = the aggregate number of new Shares to be issued under an offer or invitation to acquire or subscribe for Shares by way of rights;
- W = as in W above; and
- X = as in X above.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the date next following the closing date for such offer or invitation.

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

(v) Issues at Discount other than by way of Rights

If and whenever (otherwise than pursuant to a rights issue available to all Members alike and requiring an adjustment under Conditions 5(B)(iii)(b) or 5(B)(iv) above and other than an issue of Shares to Members who had an option to take cash or other dividend in lieu of the relevant Shares) the Company shall issue any Shares and the Total Effective Consideration for each Share (as defined below) is less than ninety per cent. (90.0%) of the Current Market Price for each Share on the SGX-ST on 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 the SGX-ST for that day or on a day which is not a Market Day, on the immediately preceding Market Day, the Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{K + L}{K + M} \times X$$

where:

- K = the number of Shares in issue at the close of business on the SGX-ST on the day immediately preceding the date on which the relevant adjustment becomes effective;
- L = the number of Shares which the Total Effective Consideration (as defined below) would have purchased at such Current Market Price (exclusive of expenses);
- M = the aggregate number of Shares so issued; and
- X = as in X above.

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

For the purposes of Conditions 5(A)(v) and 5(B)(v), the “**Total Effective Consideration**” shall be determined by the Directors with the concurrence of an Approved Bank and/or Auditors 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.

- (C) Notwithstanding any of the provisions contained in Condition 5(A) and (B), no adjustment to the Exercise Price and the number of Warrants will be required in respect of:
- (i) an issue by the Company of Shares to officers, including directors or employees of the Company or any of its subsidiaries, related corporations and/or associated companies pursuant to any scheme approved by the Members in any general meeting; or
 - (ii) an issue by the Company of Shares or other securities convertible into or right to acquire or subscribe for Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business; or
 - (iii) any issue by the Company of Shares pursuant to the exercise of any of the Warrants; or
 - (iv) 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; or
 - (v) any purchase by the Company of Shares.
- (D) Any adjustment to the Exercise Price will be rounded upwards to the nearest one cent and in no event shall any adjustment involve an increase in the Exercise Price (other than upon the consolidation of Shares). No adjustments to the Exercise Price shall be made unless it is certified to be in accordance with Condition 5(B) above. No adjustment will be made to the Exercise Price in any case in which the amount by which the same would be adjusted would be less than one cent but any such adjustment which would otherwise then be required will be carried forward and taken into account appropriately in any subsequent adjustment.
- (E) 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 shall be made unless (i) it is certified to be in accordance with Condition 5(B) above and (ii) on the Market Day immediately before such adjustment, approval in-principle has been granted by the SGX-ST for the listing of and quotation for such additional Shares as may be issued on the exercise of any of such Warrants.
- (F) Notwithstanding the provisions referred to in this Condition 5, in any circumstance where the Directors consider that any adjustments to the Exercise Price and/or the number of Warrants 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 should be made notwithstanding that no such adjustment is required under the said provisions, the Company may appoint an Approved Bank and/or the Auditors 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 and/or the Auditors shall consider the adjustment to be inappropriate, the adjustment shall be modified or nullified, or if such Approved Bank and/or Auditors shall consider an adjustment to be appropriate, an adjustment shall be made instead of no adjustment in such manner as shall be considered by such Approved Bank and/or Auditors to be in its opinion appropriate. Any adjustment made pursuant to this Condition 5 (unless otherwise provided under the rules of the SGX-ST from time to time) shall be announced as soon as practicable by the Company.
- (G) Whenever there is an adjustment as herein provided, the Company shall give notice to Warrantholders in accordance with Condition 13 below that the Exercise Price and/or the number of Warrants 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 adjusted 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 its registered office a signed copy of the certificate of the Auditors certifying the adjustment to the Exercise Price and/or the number of Warrants and a certificate signed by a

Director setting forth brief particulars of the event giving rise to the adjustment, the Exercise Price and/or number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or number of Warrants and the effective date of such adjustment and shall, on request, send a copy thereof to any Warrantholder. Whenever there is an adjustment to the number of Warrants, the Company will, as soon as practicable but not later than five (5) Market Days after the effective date of such adjustment, 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 Register or, in respect of Warrants registered in the name of the Depository, to the Depository.

- (H) If the Directors, the Approved Bank and/or the Auditors are unable to agree upon any adjustment required under these provisions, the Directors shall refer the adjustment to the decision of another Approved Bank and/or auditors 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.
- (I) 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, or attach thereto any rights to acquire or subscribe for Shares, the Company shall appoint an Approved Bank and/or Auditors to consider whether any adjustment is appropriate and if such Approved Bank and/or Auditors and the Directors shall determine that any adjustment is appropriate, the Exercise Price and/or the number of Warrants shall be adjusted accordingly.
- (J) Nothing shall prevent or restrict the buy-back of any classes of shares pursuant to applicable law and the requirements of the SGX-ST and no approval or consent of the Warrantholders shall be required for such buy-back of any class of shares. There shall be no adjustments to the Exercise Price and number of Warrants by reason of such buy-back of any classes of shares.
- (K) 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 on such terms and conditions as the Directors may from time to time think fit including but not limited to the terms and conditions as set out herein for the Warrants.
- (L) In giving any certificate or making any adjustment hereunder, the Approved Bank and/or Auditors shall be deemed to be acting as experts and not as arbitrators and in the absence of manifest error, their decision shall be conclusive and binding on all persons having an interest in the Warrants.
- (M) Notwithstanding anything herein contained, any adjustment to the Exercise Price and/or the number of Warrants other than in accordance with the provisions of this Condition 5 shall be subject to the approval of the SGX-ST (if required) and agreed to by the Company, the Approved Bank and/or the Auditors.
- (N) Any adjustments made pursuant to this Condition 5 shall (unless otherwise provided under the rules of the SGX-ST from time to time) be announced by the Company on SGXNET.

6. Status of Allotted Shares

Shares allotted and issued upon the exercise of the Warrants shall be fully paid and shall rank *pari passu* in all respects with the then existing Shares save for any dividends, rights, allotments and other distributions the Record Date for which is before the relevant Exercise Date of the Warrants. For the purpose of this Condition 6, "**Record Date**" means, in relation to any dividends, rights, allotments or other distributions, the date at the close of business on which Members must be registered in order to participate in such dividends, rights, allotments or other distributions.

7. Winding-Up of the Company

Subject to the Bermuda Laws and the Bye-Laws, if an Extraordinary Resolution is passed for a members' voluntary winding-up of the Company, then:

- (i) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the Warranholders, or some person designated by them for such purpose by Extraordinary Resolution, shall be a party, the terms of such scheme of arrangement shall be binding on all the Warranholders and all persons having an interest in the Warrants; and
- (ii) if notice is given by the Company to its Members to convene a general meeting for the purposes of considering a members' voluntary winding-up of the Company, every Warranholder shall be entitled, no later than two (2) Business Days prior to the proposed general meeting, by irrevocable surrender of his Warrant Certificate(s) to the Company with the Exercise Notice(s) duly completed, together with all relevant payments payable, to elect to be treated as if he had exercised the Warrants to the extent of the number of Warrants exercised and had on such date been the holder of the New Shares. The New Shares will be allotted to such Warranholder as soon as possible and in any event no later than the day immediately prior to the date of the proposed general meeting.

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 the Warrants shall cease to be valid for any purpose.

8. Further Issues

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

9. Transfer of Warrants

- (A) For as long as the Shares and the Warrants are listed on SGX-ST, in order to transfer Warrants, the Warranholder must fulfil the following conditions:
 - (i) lodgment during normal business hours of the relevant Warrant Certificate(s) registered in the name of the Warranholder at the specified office of the Warrant Agent together with an instrument of transfer in respect thereof (the "**Transfer Form**"), in the form approved by the Company, duly completed and signed by or on behalf of the Warranholder and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty provided that the Company and the Warrant Agent may dispense with requiring the Depository to sign as transferee any Transfer Form for the transfer of Warrants to it;
 - (ii) the furnishing of 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 Warranholder;
 - (iii) the payment of the registration fee of S\$2.00 (or such other amount as may be determined by the Directors) for every Warrant Certificate issued together with any stamp duty (if any) specified by the Warrant Agent to the Warranholder; and
 - (iv) the payment of the expenses of, and the submission of 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.
- (B) The Warranholder specified in the Register shall remain the registered holder of the Warrants until the name of the transferee is entered in the Register maintained by the Warrant Agent.

- (C) If the Transfer Form has not been fully or correctly completed by the transferring Warrantholder 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 transferring Warrantholder accompanied by written notice of the omission(s) and/or error(s) and requesting the transferring Warrantholder to complete and/or amend the Transfer Form and/or to make the requisite payment.
- (D) If the Transfer Form has been fully and correctly completed the Warrant Agent shall, as agent for and on behalf of the Company:
 - (i) register the person's name in the Transfer Form as transferee in the Register as the registered holder of the Warrant in place of the transferring Warrantholder;
 - (ii) cancel the Warrant Certificate(s) in the name of the transferring Warrantholder; and
 - (iii) issue new Warrant Certificate(s) in respect of the Warrants in the name of the transferee.
- (E) The executors or administrators (or trustees) of the estate of a deceased registered Warrantholder (not being one of several joint holders) 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(s) recognised by the Company as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall, on producing to the Warrant Agent such evidence as may be required by the Warrant Agent to prove their title, and on the completion of a Transfer Form and payment of the fees and expenses referred to in sub-paragraphs 9(A)(iii) and (iv) above be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased Warrantholder could have made.
- (F) Where the Warrants are registered in the name of the Depository and the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by the Depository by way of book-entry.
- (G) A transferor or Depositor, as the case may be, shall be deemed to remain a holder of the Warrant until the name of the transferee is entered in the Register by the Warrant Agent or the Depository Register by the Depository, as the case may be.

10. Replacement of Warrant Certificates

Under Bye-law 4 of the Bye-Laws of the Company, where warrants are issued to bearer, no certificate thereof shall be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original certificate thereof has been destroyed and the Company has received an indemnity in such form as the Board shall think fit with regard to the issue of any such replacement certificate. Upon satisfaction of Bye-law 4, the Warrant Certificate may be replaced at the specified office of the Warrant Agent, upon payment by the claimant of the expenses incurred in connection therewith and the replacement fee of S\$2.00 (or such other sum being the replacement fee for the time being, which replacement fee shall not exceed the maximum sum for the time being prescribed by any applicable law or requirement of the SGX-ST) for every Warrant Certificate issued and on such terms as to evidence and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Warrant Certificate(s) 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) as the Company and/or the Warrant Agent may reasonably require, subject to the Bye-Laws. Mutilated or defaced Warrant Certificates must be surrendered before replacements will be issued. The replacement Warrant Certificate(s) will be issued in the name of the registered holder of the Warrant Certificate(s) being replaced.

11. Warrant Agent not Acting for the Warrantholders

In acting under the Warrant Agency Agreement, the Warrant Agent is, subject to the terms and conditions therein, acting solely as agent for the Company for certain specified purposes and does not assume any obligation or duty to or any relationship of agency or trust for the Warrantholders.

12. Meetings of Warranholders and Modification

- (A) The Deed Poll contains provisions for convening meetings of the Warranholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Warrants or the Deed Poll. Such a meeting may be convened by the Company or by Warranholders holding not less than ten per cent. (10.0%) of the Warrants for the time being remaining unexercised. The quorum at any such meeting for passing an Extraordinary Resolution shall be two (2) or more persons holding or representing over fifty per cent. (50.0%) of the Warrants for the time being unexercised, or at any adjourned meeting two (2) or more persons being or representing Warranholders whatever the number of Warrants so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Warrants or of the Deed Poll affecting the rights of the Warranholders (including cancelling the subscription rights constituted by the Warrants or changing the Exercise Period), the necessary quorum for passing an Extraordinary Resolution shall be two (2) or more persons holding or representing not less than seventy-five per cent. (75.0%), or at any adjournment of such meeting, over fifty per cent. (50.0%), of the Warrants for the time being remaining unexercised. An Extraordinary Resolution duly passed at any meeting of Warranholders shall be binding on all Warranholders, whether or not they are 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 lodgment, confer the right to attend or vote at, or join in convening, or be counted in the quorum for any meeting of Warranholders.
- (B) The Company may, without the consent of the Warranholders but in accordance with the terms and conditions of the Deed Poll, effect any modification to the Warrants, the Warrant Agency Agreement or the Deed Poll which, in the opinion of the Company:
- (i) is not materially prejudicial to the interests of the Warranholders;
 - (ii) is of a formal, technical or minor nature;
 - (iii) is to correct a manifest error or to comply with mandatory provisions of Singapore law; or
 - (iv) 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 thereof or meetings of the Warranholders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the Main Board of the SGX-ST.

Any such modification shall be binding on the Warranholders and shall be notified to them in accordance with Condition 13 as soon as practicable thereafter. Unless made pursuant to subparagraphs (i) to (iv) above, any alteration to the terms of the Warrants to the advantage of the Warranholders is subject to the approval of the Members.

13. Notices

- (A) All notices to Warranholders shall be valid if published in any leading daily English language newspaper for general circulation in Singapore. If at any time publication in such newspaper is not practicable, notices shall be valid if published in such other manner as the Company, with the approval of the Warrant Agent, shall determine. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made.
- (B) All notices required to be given pursuant to these Conditions shall also be announced by the Company on the internet website of the SGX-ST on the same day as such notice is first published in any leading English language newspaper in circulation in Singapore.

14. Notice of Exercise Price and the Notice of Expiration Date

- (A) The Company shall, not later than one (1) month before the Expiration Date, give notice to the Warranholders in accordance with Condition 13, of the Expiration Date.

- (B) Additionally, the Company shall take reasonable steps to notify the Warrantheolders in writing of the above and such notice shall be delivered by post to the addresses of the Warrantheolders as recorded in the Register or in the case of Warrantheolders whose Warrants are registered in the name of the Depository, their addresses as shown in the records of the Depository. Proof of posting or despatch of any notice shall be deemed to be proof of receipt on the next Business Day after posting.

15. Governing Law and Jurisdiction

- (A) The Warrants and the Deed Poll are governed by, and shall be construed in accordance with, the laws of Singapore.
- (B) The courts of Singapore are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Warrants and the Deed Poll and accordingly any legal action or proceedings arising out of or in connection with the Warrants and the Deed Poll (the “**Proceedings**”) may be brought in such courts. The Company irrevocably submits to the exclusive jurisdiction of such courts and waives any objections to the Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

Notes:

- (1) The attention of Warrantheolders is drawn to Rule 14 of The Singapore Code on Take-Overs and Mergers and Sections 139 and 140 of the Securities and Futures Act, Chapter 289 of Singapore, as amended from time to time. In particular, a Warrantheolder should note that he may be under an obligation to extend a take-over offer of the Company if:
- (a) he intends to acquire, by the exercise of the Warrants, 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. (30.0%) 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. (30.0%) but not more than fifty per cent. (50.0%) 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. (1.0%).
- (2) The attention of Warrantheolders is drawn to Condition 3(B) and 3(C) of the Warrants relating to restrictions on the exercise of the Warrants.
- (3) A Warrantheolder who holds not less than five per cent. (5.0%) of the aggregate of the nominal amount of the issued share capital of the Company (assuming all the Warrants he holds are fully exercised), is under an obligation to notify the Company of his interest in the manner set out in Sections 82, 83 and 84 of the Act, and Sections 135, 136, 137, 137A and 137B of the Securities and Futures Act, Chapter 289 of Singapore.

APPENDIX A-2: TERMS AND CONDITIONS OF THE CONVERTIBLE BONDS

The terms and conditions of the Convertible Bonds are set out below.

1 Form and Denomination

The Bonds are issued in registered form in the denomination of S\$0.015 each. A bond certificate (each a “**Certificate**”) will be issued to each Bondholder in respect of its registered holding of Bonds. Each Bond and each Certificate will be numbered serially with an identifying number which will be recorded on the relevant Certificate and in the register of Bondholders which the Company will procure to be kept by the Bond Registrar.

2 Title

- (a) Title to the Bonds passes only by transfer and registration in the register of Bondholders as described in **Condition 3**. The holder of any Bond will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or any writing on, or the theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the holder. In these Conditions, “**Bondholder**” and “**holder**” mean the person in whose name a relevant Bond is registered.
- (b) For so long as any of the Bonds is represented by the Global Certificate and the Global Certificate is registered in the name of the Depository (as defined in the Companies Act, Chapter 50 of Singapore), each person who is for the time being shown in the records of the Depository as the holder of a particular principal amount of such Bonds (in which regard any certificate or other document issued by the Depository as to the principal amount of such Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Company, the Principal Paying Agent, all other agents of the Company and the Trustee as the holder of such principal amount of Bonds other than with respect to the payment of principal, interest and any other amounts in respect of the Bonds, for which purpose the bearer of the Global Certificate shall be treated by the Company, the Principal Paying Agent, all other agents of the Company and the Trustee as the holder of such Bonds in accordance with and subject to the terms of the Global Certificate (and the expression “**Bondholder**” and related expressions shall be construed accordingly). Bonds which are represented by the Global Certificate will be transferable only in accordance with the rules and procedures for the time being of the Depository.
- (c) In these Conditions, “**Global Certificate**” means the permanent global Certificate representing the Bonds, or some of them, substantially in the form set out in Schedule 1 of the Trust Deed and “**Bondholder**” and (in relation to a Bond) “**holder**” means the person in whose name a Bond is registered.

3 Transfers of Bonds; Issue of Certificates

(a) Register

The Company will cause to be kept at the specified office of the Bond Registrar and in accordance with the terms of the Bond Agency Agreement, a register on which shall be entered the names and addresses of the holders of the Bonds and the particulars of the Bonds held by them and of all transfers of the Bonds (the “**Register**”). Each Bondholder shall be entitled to receive only one Certificate in respect of its entire holding of Bonds.

(b) Transfers

Subject to **Condition 3(e)** and the terms of the Bond Agency Agreement, a Bond may be transferred by delivery of the Certificate issued in respect of that Bond, with the form of transfer on the back duly completed and signed by the holder or his attorney duly authorised in writing, to the specified office of the Bond Registrar. No transfer of title to a Bond will be valid unless and until entered into the Register.

(c) Delivery of New Certificates

- (i) Each new Certificate to be issued upon a transfer of Bonds will, within seven (7) Business Days of receipt by the Bond Registrar of the form of transfer duly completed and signed, be made available for collection at the specified office of the Bond Registrar or, if so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder entitled to the Bonds (but free of charge to the holder) to the address specified in the form of transfer.

Except in limited circumstances described herein, owners of interests in the Bonds will not be entitled to receive physical delivery of Certificates.

- (ii) Where only part of a principal amount of the Bonds (being that of one or more Bonds) in respect of which a Certificate is issued is to be transferred or converted, a new Certificate in respect of the Bonds not so transferred or converted will, within seven (7) Business Days of delivery of the original Certificate to the Bond Registrar or other relevant Agent, be made available for collection at the specified office of the Bond Registrar or such other relevant Agent or, if so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder of the Bonds not so transferred or converted (but free of charge to the holder) to the address of such holder appearing on the Register.
- (iii) For the purposes of these Conditions (except as stated otherwise), “**Business Day**” shall mean a day other than a Saturday or Sunday or a public holiday on which banks are open for business in the city in which the specified office of the Bond Registrar (if a Certificate is deposited with it in connection with a transfer or conversion) or the Agent with whom a Certificate is deposited in connection with a transfer or conversion, is located.

(d) Formalities Free of Charge

Registration of a transfer of Bonds will be effected without charge by or on behalf of the Company or any of the Agents, but upon (i) payment (or the giving of such indemnity as the Company or any of the Agents may require) in respect of any tax or other governmental charges which may be imposed in relation to such transfer, and (ii) the Company or the relevant Bond Registrar being satisfied that the regulations concerning the transfer of Bonds have been complied with.

(E) Closed Periods

No Bondholder may require the transfer of a Bond to be registered (i) during the period of seven days ending on (and including) the dates for redemption pursuant to **Condition 8(b)**, (ii) after a Conversion Notice (as defined in **Condition 7(b)**) has been delivered with respect thereto or (iii) during the period of ten days ending on (and including) any Interest Payment Date (as defined in **Condition 6(a)**), each such period being a “Closed Period”.

(F) Regulations

All transfers of Bonds and entries on the Register will be made subject to the detailed regulations concerning the transfer of Bonds scheduled to the Bond Agency Agreement. The regulations may be changed by the Company, with the prior written approval of the Trustee and the Bond Registrar. A copy of the current regulations will be mailed (free of charge) by the Bond Registrar to any Bondholder upon request.

4 Status

The Bonds constitute direct, unsubordinated, unconditional and unsecured obligations of the Company and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Company under the Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable law, at all times rank at least equally with all of its other present and future direct, unsubordinated, unconditional and unsecured obligations.

5 Negative Pledge

The Company and its Subsidiaries will not be precluded from creating or permitting to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any Investment Securities (as defined below) or to secure any guarantee of or indemnity in respect of, any Investment Securities.

For the purposes of this Condition 5, “**Investment Securities**” means any present or future indebtedness in the form of, or represented by, bonds, debentures, notes or other debt securities which are for the time being, or are intended to be, quoted, listed, ordinarily dealt in or traded on any stock exchange or over the counter or other securities market.

6 Interest

- (a) The Bonds bear interest from the date of initial issue of the Bonds (the “**Issue Date**”) at the rate of **seven per cent. (7%) per annum** on the principal amount of the Bonds. Interest is payable annually in arrear on the date falling on the annual anniversary of the Issue Date (each an “**Interest Payment Date**”) commencing from such date in 2015. Each Bond will cease to bear interest (i) (subject to **Condition 7(b)(iv)**) from and including the Interest Payment Date last preceding its Conversion Date (as defined below) subject to conversion of the relevant Bond in accordance with the provisions of **Condition 7(b)**, or (ii) from the due date for redemption thereof, payment of the full amount due is improperly withheld or refused or default is otherwise made in respect of any such payment. In such event, interest will continue to accrue at the rate aforesaid (after as well as before any judgment) up to but excluding the date on which all sums due in respect of any Bond are received by or on behalf of the relevant holder. If interest is required to be calculated for a period which is equal to or shorter than an Interest Period (as defined below), it will be calculated on the basis of a 365-day year and the actual number of days elapsed. The period beginning on the Issue Date and ending on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next successive Interest Payment Date is called an “**Interest Period**”. Interest payable under this Condition will be paid in accordance with **Condition 9(a)**.
- (b) Save as provided in **Condition 7(b)(iv)**, no payment or adjustment will be made on conversion for any interest accrued on converted Bonds since the Interest Payment Date last preceding the relevant Conversion Date.
- (c) If on or after the due date for payment of any sum in respect of the Bonds, payment of all or any part of such sum shall not be made against due presentation of the Bonds, the Company shall pay interest on the amount so unpaid from such due date up to the day of actual receipt by the relevant Bondholders (after as well as before judgment) at a rate of 10% per annum. The Company shall pay any unpaid interest accrued on the amount so unpaid on the last business day of the calendar month in which such interest accrued and any interest payable under this **Condition 6** which is not paid on the last Business Day of the calendar month in which it accrued shall be added to the overdue sum and itself bear interest accordingly. Interest at the rate(s) determined in accordance with this **Condition 6** shall be calculated on the basis of a 365-day year and the actual number of days elapsed.

7 Conversion

(a) Conversion Right

(i) Conversion Period

Subject as hereinafter provided, and that the issued Shares remain listed on the SGX-ST and the Issuer having authorised but unissued share capital for the allotment and issuance of Shares pursuant to the conversion of the Bonds, Bondholders have the right to convert their Bonds into new Shares at any time during the Conversion Period (as defined below).

- (1) The right of a Bondholder to convert any Bond into Shares is called the “**Conversion Right**”. Subject to and upon compliance with the provisions of this **Condition 7**, the Conversion Right attaching to any Bond may be exercised, at the option of the holder thereof, at any time on and after the first-year anniversary of the Issue Date up to the close of business (at the place where the Certificate evidencing such Bond is deposited for conversion) on the date falling seven (7) days prior to the Maturity Date (the “**Expiration Date**”) (but, subject to **Condition 7(a)(iv)**, in no event thereafter) or, if such Bond shall have been called for redemption prior to the Expiration Date, then up to the close of business (at the place aforesaid) on a date no later than 7 Business Days (in the place aforesaid) prior to the date fixed for redemption thereof (the “**Conversion Period**”), provided that the Conversion Right during any Closed Period shall be suspended and the Conversion Period shall not include any such Closed Period. If the final date on which the Conversion Right may be exercised is not a Business Day at the place aforesaid, then the period for the exercise of the Conversion Right by Bondholders shall end on the immediately following Business Day at the place aforesaid.
- (2) Notwithstanding the foregoing, if the Conversion Date in respect of a Bond would otherwise fall during a period in which the register of members of the Company is closed generally or for the purpose of establishing entitlement to any dividend or other rights attaching to the Shares (a “**Book Closure Period**”), such Conversion Date shall be postponed to the first Stock Exchange Business Day (as defined below) after the expiry of such Book Closure Period. Any exercise of a Conversion Right shall be deemed to be ineffective and, subject to **Condition 7(a)(iv)**, shall be deemed to have expired if, as a result of any postponement pursuant to this **Condition 7**, the Conversion Date would fall on a day after expiry of the Conversion Period or, in the case of the exercise of such rights as aforesaid, after the relevant redemption date. The Company undertakes to ensure that the Book Closure Period is as short a period as is reasonably practicable, having regard to applicable Singapore laws.
- (3) The number of Shares to be issued on conversion of a Bond will be determined by dividing the principal amount of the Bond to be converted by the Conversion Price in effect at the Conversion Date (both as hereinafter defined). Following conversion in accordance with these Conditions, the right of the converting Bondholder to repayment of the principal amount of the Bond (and accrued interest thereon) shall be extinguished and released, and in consideration and in exchange therefor, the Company shall allot and issue Shares credited as paid-up in full as provided in this **Condition 7**. A Conversion Right may only be exercised in respect of one or more Bonds. If more than one Bond held by the same holder is converted at any one time by the same holder, the number of Shares to be issued upon such conversion will be calculated on the basis of the aggregate principal amount of the Bonds to be converted.
 - (ii) **Fractions of Shares**

Fractions of Shares will not be issued on conversion and no cash adjustments will be made in respect thereof.
 - (iii) **Conversion Price**

The price at which Shares will be issued upon conversion (the “**Conversion Price**”) will initially be S\$0.10 (subject to adjustment in the manner provided in **Condition 7(c)**).

(iv) Revival and/or survival after Default

Notwithstanding the provisions of **Condition 7(a)(i)**, if (aa) the Company shall default in making payment in full any payment due in respect of any Bond which shall have been called for redemption on the date fixed for redemption thereof, (bb) any Bond has become due and payable prior to the Maturity Date by reason of the occurrence of any of the events under **Condition 11** or (cc) any Bond is not redeemed on the Maturity Date in accordance with **Condition 8(a)**, the Conversion Right attaching to such Bond will revive and/or will continue to be exercisable up to, and including, the close of business (at the place where the Certificate evidencing such Bond is deposited for conversion) on the date upon which the full amount of the moneys payable in respect of such Bond has been duly received by the Principal Paying Agent or the Trustee and notice of such receipt has been duly given to the Bondholders and, notwithstanding the provisions of **Condition 7(a)(i)**, any Bond in respect of which the Certificate and Conversion Notice are deposited for conversion prior to such date shall be converted on the relevant Conversion Date (as defined below) notwithstanding that the full amount of the moneys payable in respect of such Bond shall have been received by the Principal Paying Agent or Trustee before such Conversion Date or that the Conversion Period may have expired before such Conversion Date.

(v) Meaning of "Shares"

As used in these Conditions, the expression "**Shares**" means common shares of the Company or shares of any class or classes resulting from any subdivision, consolidation or re-classification of those shares, which as between themselves have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Company and the expression "**Stock Units**" means stock units in the capital of the Company into which issued and fully paid Shares are converted (if applicable).

(b) Conversion Procedure

(i) Conversion Notice

(1) To exercise the Conversion Right attaching to any Bond, the holder thereof must complete, execute and deposit at his own expense between 9.00 am and 3.00 pm on a Business Day in Singapore at the specified office of the Bond Registrar a duly completed notice of conversion (a "**Conversion Notice**") in duplicate in the form (for the time being current) obtainable from the specified office of each Agent, together with the relevant Certificate and any amounts required to be paid by the Bondholder under **Condition 7(b)(ii)**.

(2) The conversion date in respect of a Bond (the "**Conversion Date**") must fall at a time when the Conversion Right attaching to that Bond is expressed in these Conditions to be exercisable (subject to the provisions of **Condition 7(a)(iv)**) and will be deemed to be the Stock Exchange Business Day immediately following the date of the surrender of the Certificate in respect of such Bond and receipt of such Conversion Notice and, if applicable, any payment to be made or indemnity given under these Conditions in connection with the exercise of such Conversion Right. A Conversion Notice once received shall be irrevocable. The Company, or the Bond Registrar on its behalf, may reject any Conversion Notice which is, in its opinion, incorrect or incomplete in any material respect. All costs and expenses incurred or caused by a Conversion Notice which is, in the opinion of the Company or the Bond Registrar, incorrect or incomplete in any material respect shall be for the account of the relevant Bondholder.

"Stock Exchange Business Day" means any day (other than a Saturday or Sunday or a public holiday) on which the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") or the Alternative Stock Exchange (as defined below), as the case may be, is open for securities trading.

Upon exercise of a Conversion Right, a Bondholder converting a Bond shall be required to represent and agree, in the Conversion Notice, certain matters with respect to the beneficial ownership of the Bonds and the Shares.

Subject to the requirements of the Depository, the Conversion Right attaching to a Bond represented by the Global Certificate may be exercised by the presentation to or to the order of the Bond Registrar of one or more Conversion Notices duly completed by or on behalf of each person who is for the time being shown in the records of the Depository as the holder of a particular principal amount of Bonds (each an “**Accountholder**”). Deposit of the Global Certificate with the Bond Registrar together with the relevant Conversion Notice shall not be required. In such a case, the delivery of the Conversion Notice in respect of the Bonds to be converted will constitute or be deemed to constitute confirmation by the relevant Accountholder that the information and representations in the Conversion Notice are true and accurate on the date of delivery. The exercise of the Conversion Right shall be notified by the Bond Registrar to the holder of the Global Certificate.

Any exercise of the Conversion Right attaching to a Bond represented by the Global Certificate shall be further conditional on that principal amount of Bonds so exercised being available in the “Free Balance” of the securities account(s) of the exercising Bondholder with the Depository until the relevant Conversion Date and on the exercising Bondholder electing in the Conversion Notice to have the delivery of the Shares allotted and issued on conversion of the relevant Bonds to be effected by crediting such Shares to the securities account(s) of the exercising Bondholder, failing which the Conversion Notice shall be void and all rights of the exercising Bondholder and of any other person thereunder shall cease.

(ii) Stamp Duty etc.

A Bondholder delivering a Certificate in respect of a Bond for conversion must pay any taxes and capital, stamp, issue and registration duties arising on conversion (other than any taxes or capital or stamp duties payable in Singapore and, if relevant, in the place of the Alternative Stock Exchange, by the Company in respect of the allotment and issue of Shares and listing of the Shares on the SGX-ST or Alternative Stock Exchange on conversion) and such Bondholder must pay all, if any, taxes arising by reference to any disposal or deemed disposal of a Bond in connection with such conversion. The Company will pay all other expenses arising from the issue of Shares on conversion of Bonds.

(iii) Registration:

(1) As soon as practicable, and in any event not later than 21 days after the Conversion Date (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), the Company will, in the case of Bonds converted on exercise of the Conversion Right and in respect of which a duly completed Conversion Notice has been delivered and the relevant Certificate and amounts payable by the relevant Bondholder deposited and paid as required by **Conditions 7(b)(i) and 7(b)(ii)**, procure that the relevant number of Shares are allotted to and registered in the name of the Depository for credit to the securities account designated for the purpose in the Conversion Notice for so long as the Shares are listed on the SGX-ST; or register the person or persons designated for the purpose in the Conversion Notice as holder(s) of the relevant number of Shares in the Company’s share register and make such certificate or certificates available for collection at the office of the Company’s share transfer agent in Singapore notified to the Bondholders in accordance with **Condition 18** or, if so requested in the relevant Conversion Notice, cause its share transfer agent to mail (at the risk, and, if sent at the request of such person otherwise than by ordinary mail, at the expense, of the person to whom such certificate or certificates are sent) such certificate or

certificates to the person and at the place specified in the Conversion Notice, together (in either case) with any other securities, property or cash required to be delivered upon conversion and such assignments and other documents (if any) as may be required by law to effect the transfer thereof.

If a Bondholder has requested in the Conversion Notice to take delivery of Shares to be issued upon conversion by way of crediting such Shares to a securities account designated for the purpose in the Conversion Notice, the Company shall not be required to register such Bondholder as holder(s) of the relevant number of Shares in the Company's share register and will take all necessary action to enable the Shares to be delivered and registered in the name of the Depository for credit to the securities account designated.

- (2) If the Conversion Date in relation to any Bond shall be on or after a date with effect from which an adjustment to the Conversion Price takes retroactive effect pursuant to any of the provisions referred to in **Condition 7(c)** and the relevant Registration Date (as defined below) falls on a date when the relevant adjustment has not yet been reflected in the then current Conversion Price, the provisions of this **Condition 7(b)(iii)** shall be applied mutatis mutandis to such number of Shares as is equal to the excess of the number of Shares which would have been required to be issued on conversion of such Bond if the relevant retroactive adjustment had been effected as at the said Registration Date over the number of Shares previously issued (or which the Company was previously bound to issue) pursuant to such conversion.
- (3) The person or persons designated in the Conversion Notice will become the holder of record of the number of Shares issuable upon conversion with effect from the date he is or they are registered as such in the Company's register of members or the Depository Register (as defined in the Companies Act, Chapter 50 of Singapore), as the case may be (the "**Registration Date**"). The Shares issued upon conversion of the Bonds will in all respects rank pari passu with the Shares in issue on the relevant Registration Date. Save as set out in these Conditions, a holder of Shares issued on conversion of the Bonds shall not be entitled to any rights the Record Date for which precedes the relevant Registration Date. Bonds which are duly converted will be cancelled on the relevant Registration Date.
- (4) To the extent and as provided for in this **Condition 7(b)(iii)(4)**, Shares allotted and issued on conversion will, with effect from the relevant Conversion Date, rank for any dividends, rights, allotments or other distributions, the Record Date for which is on or after the relevant Conversion Date and (subject as aforesaid) will rank pari passu in all respects with the then existing Shares of the Company. For the purpose of these Conditions, "**Record Date**" means in relation to any dividends, rights, allotments or other distributions, the date on which holders of Shares of the Company must be registered in order to participate in such dividends, rights, allotments, or other distributions. If the Record Date for the payment of any dividend or other distribution in respect of the Shares is on or after the Conversion Date in respect of any Bond, but before the Registration Date (disregarding any retroactive adjustment of the Conversion Price referred to in this **Condition 7(b)(iii)** prior to the time such retroactive adjustment shall have become effective), the Company will pay to the converting Bondholder or his designee an amount (the "**Equivalent Amount**") equal to any such dividend or other distribution to which he would have been entitled had he on that Record Date been such a holder of Shares of record and will make the payment at the same time as it makes payment of the dividend or other distribution, or as soon as practicable thereafter, but, in any event, not later than seven days thereafter. The Equivalent Amount shall be paid by means of Singapore dollar cheque drawn on a bank in Singapore and sent to the address specified in the relevant Conversion Notice.

(iv) Interest Accrual

If any notice requiring the redemption of any Bonds is given pursuant to **Condition 8(b)** during the period beginning on the fifteenth day prior to the Record Date in respect of any dividend payable in respect of the Shares and ending on the Interest Payment Date next following such Record Date, where such notice specifies a date for redemption falling on or prior to the date which is 14 days after such next following Interest Payment Date, interest shall (subject as hereinafter provided) accrue on Bonds the Certificates for which shall have been delivered for conversion and in respect of which the Conversion Date falls after such Record Date and on or prior to the Interest Payment Date next following such Record Date, in each case from the preceding Interest Payment Date to, but excluding, the relevant Conversion Date; provided that no such interest shall accrue on any Bond in the event that the Shares issued on conversion thereof shall carry an entitlement to receive such dividend or in the event the Bond carries an entitlement to receive an Equivalent Amount. Any such interest shall be paid not later than 14 days after the relevant Conversion Date by Singapore dollar cheque drawn on, or by transfer to a Singapore dollar account maintained by the payee with, a bank in Singapore, in accordance with instructions given by the relevant Bondholder.

(c) Adjustments to Conversion Price

The Conversion Price will be subject to adjustment in certain events set out in the Trust Deed, including the following events:

- (i) Any alteration to the number of issued Shares as a result of consolidation, subdivision or reclassification.

If and whenever there shall be an alteration to the number of issued Shares as a result of consolidation, subdivision or reclassification, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such alteration by the following fraction:

$$\frac{A}{B}$$

where:

A is the aggregate number of issued Shares immediately before such alteration; and

B is the aggregate number of issued Shares immediately after such alteration.

Such adjustment shall become effective on the date the alteration takes effect.

- (ii) The issue of Shares by the Company credited as fully paid to any persons in whose name Shares are registered (the “**Shareholders**”), by way of capitalisation of profits or reserves (including any share premium account, distributable profits or reserves and/or capital redemption reserve fund), including a free distribution or bonus issue of Shares, other than an issue of Shares paid-up out of profits or reserves and issued in lieu of the whole or part of a specifically declared cash dividend, being a dividend which the Shareholders concerned would or could otherwise have received (a “**Scrip Dividend**”) and which would not have constituted a Capital Distribution (as defined herein), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A}{B}$$

where:

A is the aggregate number of issued Shares immediately before such issue; and

B is the aggregate number of issued Shares immediately after such issue.

Such adjustment shall become effective from the date of issue of the Shares.

In the case of an issue of Shares by way of a Scrip Dividend where the Current Market Price of such Shares exceeds the amount of the Relevant Cash Dividend or the relevant part thereof and which would not have constituted a Capital Distribution, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before the issue of such Shares by the following fraction:

$$\frac{A + B}{A + C}$$

where:

A is the aggregate number of issued Shares immediately before such issue;

B is the aggregate number of Shares issued by way of such Scrip Dividend multiplied by a fraction of which (i) the numerator is the amount of the whole, or the relevant part, of the Relevant Cash Dividend and (ii) the denominator is the Current Market Price of the Shares issued by way of Scrip Dividend in respect of each existing Share in lieu of the whole, or the relevant part, of the Relevant Cash Dividend; and

C is the aggregate number of Shares issued by way of such Scrip Dividend;

OR by making such other adjustment as a reputable independent investment bank (acting as expert), selected by the Company and notified in writing to the Trustee, shall certify to the Trustee is fair and reasonable.

Such adjustment shall become effective on the date of issue of such Shares or if a record date is fixed therefor, immediately after such record date.

- (iii) The payment or making of any Capital Distribution (as defined below) by the Company to the Shareholders (except where the Conversion Price falls to be adjusted under **Condition 7(c)(ii)**).

If and whenever the Company shall pay or make any Capital Distribution to the Shareholders (except where the Conversion Price falls to be adjusted under **Condition 7(c)(ii)**), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such Capital Distribution by the following fraction:

$$\frac{A - B}{A}$$

where:

A is the Current Market Price (as defined below) on the last Trading Day preceding the date on which the Capital Distribution is publicly announced; and

B is the Fair Market Value on the date of such announcement, as determined in good faith by an Independent Adviser (as defined below), of the portion of the Capital Distribution attributable to one Share.

Such adjustment shall become effective on the date that such Capital Distribution is made.

- (iv) The issue of Shares to all or substantially all Shareholders as a class by the Company by way of rights, or issue or grant to all or substantially all Shareholders as a class, by way of rights of options, warrants or other rights to subscribe for or purchase any Shares, in each case at less than the Current Market Price on the last Trading Day preceding the date of the announcement of the terms of such issue or grant.

In such an event, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue or grant by the following fraction:

$$\frac{A + B}{A + C}$$

where:

A is the number of Shares in issue immediately before such announcement;

B is the number of Shares which the aggregate amount (if any) payable for the Shares issued by way of rights or for the options or warrants or other rights issued by way of rights and for the total number of Shares comprised therein would purchase at such Current Market Price; and

C is the aggregate number of Shares issued or, as the case may be, comprised in the issue or grant.

Such adjustment shall become effective on the date of issue of such Shares or issue or grant of such options, warrants or other rights (as the case may be).

- (v) The issue of any securities (other than Shares or options, warrants or other rights to subscribe for or purchase Shares) to all or substantially all Shareholders as a class by the Company by way of rights, or the grant to all or substantially all Shareholders as a class by way of rights of any options, warrants or other rights to subscribe for or purchase, any securities (other than Shares or options, warrants or other rights to subscribe for or purchase Shares).

In such an event, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue or grant by the following fraction:

$$\frac{A - B}{A}$$

where:

A is the Current Market Price on the last Trading Day preceding the date on which such issue or grant is publicly announced; and

B is the Fair Market Value on the date of such announcement, as determined in good faith by an Independent Adviser, of the portion of the rights attributable to one Share.

Such adjustment shall become effective on the date of issue of the securities or grant of such rights, options or warrants (as the case may be).

- (vi) The issue (otherwise than as mentioned in **Condition 7(c)(iv)**) by the Company wholly for cash of any Shares (other than Shares issued on the exercise of Conversion Rights or on the exercise of any other rights of conversion into, or exchange or subscription for, Shares) or the issue or grant of (otherwise as mentioned in **Condition 7(c)(iv)**) options, warrants or other rights to subscribe or purchase Shares in each case at a price per Share which is less than the Current Market Price on the last Trading Day preceding the date of announcement of the terms of such issue.

In such an event, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A + B}{C}$$

where:

A is the number of Shares in issue immediately before the issue of such additional Shares or the grant of such options, warrants or other rights to subscribe for or purchase any Shares;

B is the number of Shares which the aggregate consideration receivable for the issue of such additional Shares would purchase at such Current Market Price; and

C is the number of Shares in issue immediately after the issue of such additional Shares.

References to additional Shares in the above formula shall, in the case of an issue by the Company of options, warrants or other rights to subscribe or purchase Shares, mean such Shares to be issued assuming that such options, warrants or other rights are exercised in full at the initial exercise price on the date of issue of such options, warrants or other rights.

Such adjustment shall become effective on the date of issue of such additional Shares or, as the case may be, the issue of such options, warrants or other rights.

- (vii) Save in the case of an issue of securities arising from a conversion or exchange of other securities in accordance with the terms applicable to such securities themselves falling within the provisions of this Condition 7(c)(vii), the issue wholly for cash by the Company or any Subsidiary (otherwise than as mentioned in Conditions 7(c)(iv), 7(c)(v) or 7(c)(vi)) or (at the direction or request of or pursuant to any arrangements with the Company or any Subsidiary) any other company, person or entity of any securities (other than the Bonds) which by their terms of issue carry rights of conversion into, or exchange or subscription for, Shares to be issued by the Company upon conversion, exchange or subscription at a consideration per Share which is less than the Current Market Price on the last Trading Day preceding the date of announcement of the terms of issue of such securities.

In such an event, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A + B}{A + C}$$

where:

A is the number of Shares in issue immediately before such issue;

B is the number of Shares which the aggregate consideration receivable by the Company for the Shares to be issued on conversion or exchange or on exercise of the right of subscription attached to such securities would purchase at such Current Market Price per Share; and

C is the maximum number of Shares to be issued on conversion or exchange of such securities or on the exercise of such rights of subscription attached thereto at the initial conversion, exchange or subscription price or rate.

Such adjustment shall become effective on the date of issue of such securities.

- (viii) Any modification of the rights of conversion, exchange or subscription attaching to any such securities as are mentioned in Condition 6(c)(vii) (other than in accordance with the terms applicable to such securities) so that the consideration per Share (for the number of Shares available on conversion, exchange or subscription following the modification) is less than the Current Market Price on the last Trading Day preceding the date of announcement of the proposals for such modification.

In such an event, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such modification by the following fraction:

$$\frac{A + B}{A + C}$$

where:

A is the number of Shares in issue immediately before such modification;

B is the number of Shares which the aggregate consideration receivable by the Company for the Shares to be issued on conversion or exchange or on exercise of the right of subscription attached to the securities, in each case so modified, would purchase at such Current Market Price or, if lower, the existing conversion, exchange or subscription price of such securities; and

C is the maximum number of Shares to be issued on conversion or exchange of such securities or on the exercise of such rights of subscription attached thereto at the modified conversion, exchange or subscription price or rate but giving credit in such manner as an Independent Adviser considers appropriate (if at all) for any previous adjustment under this Condition 7(c)(viii) or Condition 7(c)(vii).

Such adjustment shall become effective on the date of modification of the rights of conversion, exchange or subscription attaching to such securities.

- (ix) The issue, sale or distribution by or on behalf of the Company or any Subsidiary or (at the direction or request of or pursuant to any arrangements with the Company or any Subsidiary) any other company, person or entity of any securities in connection with an offer by or on behalf of the Company or any Subsidiary or such other company, person or entity pursuant to which offer the Stockholders generally (meaning for these purposes the holders of at least 60 per cent. of the Shares outstanding at the time such offer is made) are entitled to participate in arrangements whereby such securities may be acquired by them (except where the Conversion Price falls to be adjusted under Conditions 7(c)(iv), 7(c)(v), 7(c)(vi) and 7(c)(vii)).

In such an event, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A - B}{A}$$

where:

A is the Current Market Price on the last Trading Day preceding the date on which such issue is publicly announced; and

B is the Fair Market Value on the date of such announcement, as determined in good faith by an Independent Adviser, of the portion of the rights attributable to one Share.

Such adjustment shall become effective on the date of issue of the securities.

- (x) If the Company determines that an adjustment should be made to the Conversion Price as a result of one or more events or circumstances not referred to in this **Condition 7(c)**, the Company shall at its own expense request a reputable independent investment bank or independent auditors (acting as an expert), selected by the Company and approved in writing by the Trustee (an “**Independent Adviser**”) to determine as soon as practicable what adjustment to the Conversion Price is fair and reasonable to take account thereof, if the adjustment would result in a reduction in the Conversion Price, and the date on which such adjustment should take effect and upon such determination such adjustment (if any) shall be made and shall take effect in accordance with such determination, provided that where the circumstances giving rise to any adjustment pursuant to this **Condition 7(c)** have already resulted or will result in an adjustment to the Conversion Price or where the circumstances giving rise to any adjustment arise by virtue of circumstances which have already given rise or will give rise to an adjustment to the Conversion Price, such modification (if any) shall be made to the operation of the provisions of this **Condition 7(c)** as may be advised by an Independent Adviser to be in its opinion appropriate to give the intended result.
- (d) In these Conditions:
- (i) “**Alternative Stock Exchange**” means at any time, in the case of the Shares, if they are not at that time listed and traded on the SGX-ST, the principal stock exchange or securities market on which the Shares are then listed or quoted or dealt in;
 - (ii) “**Capital Distribution**” means (a) any distribution of assets in specie by the Company for any financial period (whenever paid or made and however described) but excluding a distribution of assets in specie in lieu of, and to a value not exceeding, a cash Dividend during that financial period where the Fair Market Value of such assets (when taken together with any other Dividends previously made or paid in respect of that financial period) would not have constituted a Capital Distribution under (b) below (and for these purposes a distribution of assets in specie includes without limitation an issue of Shares or other securities credited as fully or partly paid (other than Shares credited as fully paid) by way of capitalisation of reserves) and (b) any cash dividend or distribution of any kind by the Company for any financial period (whenever paid and however described), excluding any dividend or distribution for that financial period to the extent that it does not (when taken together with any other Dividends previously made or paid in respect of that financial period) exceed 20% of the Market Capitalisation of the Company at the time of announcement of such cash Dividend, for each such financial period;
 - (iii) “**closing price**” for the Shares for any Trading Day shall be the average closing market price quoted on the SGX-ST or, as the case may be, as quoted by an Alternative Stock Exchange for the last five Trading Days before such Trading Day;

- (iv) “**Current Market Price**” means, in respect of a Share at a particular time on a particular date, the average of the closing prices quoted on the SGX-ST or an Alternative Stock Exchange for one Share for the 20 consecutive Trading Days ending on the Trading Day immediately preceding such date;

PROVIDED THAT if at any time during the said 20 Trading Day period, the Shares shall have been quoted ex-dividend and during some other part of that period, the Shares shall have been quoted cum-dividend then:

- (1) if the Shares to be issued in such circumstances do not rank for the dividend in question, the quotations on the dates on which the Shares shall have been quoted cum-dividend shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the amount of that dividend per Share; or
- (2) if the Share to be issued in such circumstances rank for the dividend in question, the quotations on the dates on which the Share shall have been quoted ex-dividend shall for the purpose of this definition be deemed to be the amount thereof increased by such similar amount,

and provided further that if the Share on each of the said 20 Trading Days have been quoted cum-dividend in respect of a dividend which has been declared or announced but the Shares to be issued do not rank for that dividend, the quotations on each of such dates shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the amount of that dividend per Share;

- (v) “**Dividend**” means any dividend or distribution, whether of cash, assets or other property (including a distribution of assets in specie), and whenever paid or made and however described (and for these purposes a distribution of assets includes, without limitation, an issue of Shares or other securities credited as fully or partly paid up) provided that:

- (1) where a cash Dividend is announced which is to be, or may at the election of a holder or holders of Shares be, satisfied by the issue or delivery of Shares or other property or assets, then, the Dividend in question shall be treated as a Dividend of (a) the cash Dividend so announced or (b) the Current Market Price on the date of announcement of such Dividend, of such Shares or the Fair Market Value of other property or assets to be issued or delivered in satisfaction of such Dividend (or which would be issued if all holders of Share elected therefor, regardless of whether any such election is made) if the Current Market Price of such Shares or the Fair Market Value of other property or assets is greater than the cash Dividend so announced; and

- (2) any issue of Shares falling within **Condition 7(c)(ii)** shall be disregarded;

- (vi) “**Fair Market Value**” means, with respect to any assets, security, option, warrants or other right on any date, the fair market value of that asset, security, option, warrant or other right as determined by an Independent Adviser acting as an expert; provided that (a) the fair market value of a cash Dividend paid or to be paid per Share shall be the amount of such cash Dividend per Share determined as at the date of announcement of such Dividend and (b) where options, warrants or other rights are publicly traded in a market of adequate liquidity (as determined by such Independent Adviser) the fair market value of such options, warrants or other rights shall equal the arithmetic mean of the daily closing prices of such options, warrants or other rights during the period of five Trading Days on the relevant market commencing on the first such Trading Day on which such options, warrants or other rights are publicly traded;

- (vii) “**Market Capitalisation**” on any date means the product of (a) the Current Market Price and (b) the total number of Shares issued and outstanding on such date; and

- (viii) “**Trading Day**” means a day when the SGX-ST or, as the case may be, an Alternative Stock Exchange is open for dealing business, provided that if no closing price is reported in respect of the relevant Shares on the SGX-ST or, as the case may be, the Alternative Stock Exchange for one or more consecutive dealing days, such day or days will be disregarded in any relevant calculation and shall be deemed not have existed when ascertaining any period of dealing days.
- (e) For the purposes of these Conditions:
- (i) On any adjustment, the relevant Conversion Price shall be rounded down to the nearest S\$0.001. No adjustment shall be made to the Conversion Price where such adjustment (rounded down if applicable) would be less than 1% of the Conversion Price unless the Company deems it necessary. Any adjustment not made, and any amount by which the Conversion Price has not been rounded down, shall be carried forward and taken into account in any subsequent adjustment.
 - (ii) In making any calculation for the purposes of **Conditions 7(c) and 7(e)**, such adjustments (if any) shall be made as an Independent Adviser may consider appropriate to reflect (aa) any consolidation or subdivision of the Shares, (bb) issues of Shares by way of capitalisation of profits or reserves, or any like or similar event or (cc) the modification of any rights to Dividends of Shares.
 - (iii) Where more than one event which gives or may give rise to an adjustment to the Conversion Price occurs within such a short period of time that in the opinion of the Independent Adviser the foregoing provisions would need to be operated subject to some modification in order to give the intended result, such modification shall be made to the operation of the foregoing provisions as may be advised by the Independent Adviser to be in its opinion appropriate in order to give such intended result.
 - (iv) No adjustment will be made to the Conversion Price when Shares or other securities (including rights or options) are issued, offered or granted pursuant to any Employee Option Scheme (as defined in the Trust Deed) (and which Employee Option Scheme is in compliance with the listing rules of the SGX-ST or, if applicable, those of an Alternative Stock Exchange) or pursuant to the conversion of the Bonds.
 - (v) No adjustment involving an increase in the Conversion Price will be made, except in the case of a consolidation of the Shares as referred to in **Condition 7(c)(i)** above or to correct a manifest error.
 - (vi) If the Company fails to select an Independent Adviser when required for the purposes of **Conditions 7(c) and 7(e)**, the Trustee may select such an adviser and shall have no liability to any person in respect of such selection.
- (f) **Notice of Change in Conversion Price**
- The Company shall inform the Trustee and give notice to the Bondholders in accordance with **Condition 18** of any change in the Conversion Price as soon as practicable but in any event no later than five Business Days following such change. Any such notice relating to a change in the Conversion Price shall set forth the event giving rise to the adjustment, the Conversion Price prior to such adjustment, the adjusted Conversion Price and the effective date of such adjustment.

- (g) Undertakings
- (i) The Company has undertaken in the Trust Deed, inter alia, that so long as any Bond remains outstanding, save with the approval of an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders or with the approval of the Trustee where, in the opinion of the Trustee, it is not materially prejudicial to the interests of Bondholders to give such approval:
 - (1) it will use all reasonable endeavours (1) to maintain a listing for all the issued Shares on the SGX-ST, (2) to obtain and maintain a listing for all the Shares issued on the exercise of the Conversion Rights attaching to the Bonds on the SGX-ST and (3) if the Company is unable to obtain or maintain such listing, to obtain and maintain a listing for all the Shares issued on the exercise of the Conversion Rights on an Alternative Stock Exchange as the Company may from time to time (with the written consent of the Trustee) determine and will forthwith give notice to the Bondholders in accordance with **Condition 18** of the listing or delisting of the Shares (as a class) by any of such stock exchanges; and
 - (2) it will pay the expenses of the issue of, and all expenses of obtaining listing for, the Shares arising on conversion of the Bonds; and
 - (ii) In the Trust Deed, the Company has undertaken with the Trustee that so long as any Bond remains outstanding, it will ensure that all Shares liable to be issued on conversion of the Bonds will be duly and validly issued as fully paid, provided always that the Company shall not be prohibited from purchasing its Shares to the extent permitted by law.
 - (iii) The Company has also given certain other undertakings in the Trust Deed for the protection of the Conversion Rights.

8 Redemption or Purchase

(a) Maturity

Unless previously redeemed, converted or purchased and cancelled as provided herein, the Company will redeem each Bond at 100% of its principal amount on the date falling five years from the Issue Date (the "**Maturity Date**"). The Company may redeem the Bonds at its option prior to that date as provided in **Condition 8(b) or Condition 8(c)** below (but without prejudice to **Condition 11**).

(b) Redemption at the Option of the Company

- (i) If at any time the aggregate principal amount of the Bonds outstanding is less than 10% of the aggregate principal amount originally issued, the Company shall have the option to redeem such outstanding Bonds in whole but not in part at their principal amount together with accrued interest. The Company will give at least 30 days' but not more than 60 days' prior notice to the holders for such redemption.
- (ii) Upon the expiry of any such notice, the Company will be bound to redeem the Bonds at the principal amount plus accrued interest.
- (iii) At any time after the third anniversary of the date of issue of the Bonds, the Company shall have the option to redeem all (and not only some) of the outstanding Bonds at 103% of their principal amount together with accrued interest. The Company will give at least 30 days' but not more than 60 days' prior notice to the holders for such redemption.

(c) Redemption for Taxation Reasons

- (i) At any time the Company may, having given not less than 30 nor more than 60 days' notice to the Bondholders (which notice shall be irrevocable) redeem all, but not some, of the Bonds at the principal amount together with accrued interest, if (aa) the Company satisfies the Trustee immediately prior to the giving of such notice that the Company has or will become obliged to pay additional amounts as referred to in **Condition 10** as a result of any change in, or amendment to, the laws or regulations of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date, and (bb) such obligation cannot be avoided by the Company taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Company would be obliged to pay such additional amounts in respect of the Bonds then due. Prior to the publication of any notice of redemption pursuant to this **Condition 8(c)**, the Company shall deliver to the Trustee (1) a certificate signed by two directors of the Company stating that the obligation referred to in (aa) above cannot be avoided by the Company (taking reasonable measures available to it) and (2) an opinion of independent legal or tax advisers of recognised standing to the effect that such change or amendment has occurred (irrespective of whether such amendment or change is then effective) and the Trustee shall be entitled to accept such certificate and opinion as sufficient evidence thereof in which event it shall be conclusive and binding on the Bondholders.
- (ii) Upon the expiry of any such notice, the Company will be bound to redeem the Bonds at the principal amount plus accrued interest.

(d) Delisting Put Right

- (i) In the event the Shares cease to be listed or admitted to trading on the SGX-ST (a "**Delisting**"), subject to necessary approval of the Bermuda Monetary Authority, if any, each Bondholder shall have the right (the "**Delisting Put Right**"), at such Bondholder's option, to require the Company to redeem all (but not less than all) of such Bondholder's Bonds on the twentieth Business Day after notice has been given to Bondholders regarding the Delisting referred to under this Condition (the "**Delisting Put Date**") at 100% of its principal amount together with accrued interest (the "**Delisting Put Price**").
- (ii) Promptly after becoming aware of a Delisting, the Company shall procure that notice regarding the Delisting Put Right shall be given to Bondholders (in accordance with **Condition 18**) and the SGX-ST stating:
- (1) the Delisting Put Date;
 - (2) the date of such Delisting and, briefly, the events causing such Delisting;
 - (3) the date by which the Purchase Notice (as defined below) must be given;
 - (4) the Delisting Put Price and the method by which such amount will be paid;
 - (5) the names and addresses of all Paying Agents;
 - (6) briefly, the Conversion Right and the then current Conversion Price;
 - (7) the procedures that Bondholders must follow and the requirements that Bondholders must satisfy in order to exercise the Delisting Put Right or Conversion Right; and
 - (8) that a Purchase Notice, once validly given, may not be withdrawn.

- (iii) To exercise its rights to require the Company to purchase its Bonds, the Bondholder must deliver a written irrevocable notice of the exercise of such right (a “**Purchase Notice**”), in the then current form obtainable from the specified office of any Agent or the Bond Registrar, to any Paying Agent on any Business Day prior to the close of business at the location of such Paying Agent on such day and which day is not less than 10 Business Days prior to the Delisting Put Date.
 - (iv) For the purposes of this Condition, “**Business Day**” shall mean a day on which commercial banks are open for business in Singapore.
 - (v) Upon the exercise of the Delisting Put Right specified in this Condition 8(d), payment of the applicable redemption amount shall be conditional upon delivery of the Bondholder’s Certificate (together with any necessary endorsements) to any Paying Agent on any Business Day together with the delivery of any other document(s) required by these Conditions, and will be made promptly following the later of the date set for redemption and the time of delivery of such Certificate. If the Paying Agent holds on the Delisting Put Date money sufficient to pay the applicable redemption monies of Bonds for which notices have been delivered in accordance with the provisions hereof upon exercise of such right, then, whether or not such Certificate is delivered to the Paying Agent, on and after such Delisting Put Date, (i) such Bond will cease to be outstanding; (ii) such Bond will be deemed paid; and (iii) all other rights of the Bondholder shall terminate (other than the right to receive the applicable redemption monies).
- (e) Purchases

The Company or any Subsidiary may at any time purchase Bonds at any price in the open market or otherwise. Such Bonds may, at the option of the Company or the relevant Subsidiary, be held, resold or cancelled. The Bonds so acquired, while held by or on behalf of the Company or any Subsidiary, shall not entitle the holders thereof to convert the Bonds in accordance with these Conditions nor exercise any voting rights with respect to such Bonds.
- (f) Cancellation

All Bonds which are redeemed by the Company will be cancelled and may not be reissued or resold. Bonds purchased by the Company or any Subsidiary may be held, reissued or resold or may, at the option of the Company or any Subsidiary, as the case may be, be surrendered to any Paying Agent for cancellation. Certificates in respect of all Bonds cancelled will be forwarded to or to the order of the Bond Registrar and such Bonds may not be reissued or resold.
- (g) Trustee Not Obligated to Monitor

The Trustee shall not be under any duty to monitor whether any event or circumstance has happened or exists within this **Condition 8** and will not be responsible to the Bondholders for any loss arising from any failure by it to do so. Unless and until the Trustee has actual knowledge of the occurrence of any event or circumstance within this **Condition 8**, it shall be entitled to assume that no such event or circumstance exists.
- (h) Redemption Notices

All notices to Bondholders given by or on behalf of the Company pursuant to this Condition will specify the Conversion Price as at the date of the relevant notice, the closing price of the Shares as at the latest practicable date prior to the publication of the notice, the date for redemption, the manner in which redemption will be effected and the aggregate principal amount of the Bonds outstanding as at the latest practicable date prior to the publication of the notice.

9 Payments

(a) Principal and interest

- (i) Payment of principal and interest due other than on an Interest Payment Date, will be made by transfer to the registered account of the Bondholder or by Singapore dollar cheque drawn on a bank in Singapore mailed to the registered address of the Bondholder if it does not have a registered account. Payment of principal will be made on the Maturity date, prior to surrender of the relevant Certificate at the specified office of any of the Agents or the Bond Registrar.
- (ii) Interest on the Bonds due on an Interest Payment Date will be paid on the due date for the payment of interest to the holder shown on the Register at the close of business on the tenth day before the due date for the payment of interest (the “**Interest Record Date**”). Payments of interest on each Bond will be made by transfer to the registered account of the Bondholder or by Singapore dollar cheque drawn on a bank in Singapore mailed to the registered address of the Bondholder if it does not have a registered account.

(b) Registered Accounts

For the purposes of this Condition, a Bondholder’s registered account means the Singapore dollar account maintained by or on behalf of it with a bank in Singapore, details of which appear on the Register at the close of business on the second Business Day (as defined below) before the due date for payment, and a Bondholder’s registered address means its address appearing on the Register at that time.

(c) Fiscal Laws

All payments are subject in all cases to any applicable laws and regulations, but without prejudice to the provisions of **Condition 10**. No commissions or expenses shall be charged to the Bondholders in respect of such payments.

(d) Payment Initiation

Where payment is to be made by transfer to a registered account, payment instructions (for value on the due date or, if that is not a Business Day, for value on the first following day which is a Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (at the risk and, if mailed at the request of the holder otherwise than by ordinary mail, expense of the holder) on the due date for payment (or, if it is not a Business Day, the immediately following Business Day) or, in the case of a payment of principal, on the Maturity Date (or, if it is not a Business Day, the immediately following Business Day).

(e) Delay in Payment

Bondholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due if the due date is not a Business Day or if a cheque mailed in accordance with this Condition arrives after the due date for payment.

(f) Business Day

In this Condition, “**Business Day**” means a day other than a Saturday or Sunday or a public holiday on which commercial banks are open for business in Singapore and, in the case of the surrender of a Certificate, in the place where the Certificate is surrendered. If an amount which is due on the Bonds is not paid in full, the Bond Registrar will annotate the Register with a record of the amount (if any) in fact paid.

10 Taxation

- (a) All payments of principal and/or interest made by the Company will be made free from any restriction or condition and be made without deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Singapore or any authority thereof or therein having power to tax, unless deduction or withholding of such taxes, duties, assessments or governmental charges is compelled by law. In such event, the Company will pay such additional amounts as will result in the receipt by the Bondholders of the net amounts after such deduction or withholding equal to the amounts which would otherwise have been receivable by them had no such deduction or withholding been required except that no such additional amount shall be payable in respect of any Bond:
- (i) to a holder (or to a third party on behalf of a holder) who is subject to such taxes, duties, assessments or governmental charges in respect of such Bond by reason of his having some connection with Singapore otherwise than merely by holding the Bond or by the receipt of amounts in respect of the Bond or where the withholding or deduction could be avoided by the holder making a declaration of non-residence or other similar claim for exemption to the appropriate authority which such holder is legally capable and competent of making but fails to do so; or
 - (ii) (in the case of a payment of principal) if the Certificate in respect of such Bond is surrendered more than 30 days after the relevant date except to the extent that the holder would have been entitled to such additional amount on surrendering the relevant Certificate for payment on the last day of such period of 30 days.
- (b) For the purposes of these Conditions, “**relevant date**” means the date on which such payment first becomes due except that if the full amount payable has not been received by the Trustee or the Principal Paying Agent on or prior to such due date, the date on which, the full amount having been so received, notice to that effect shall have been given to the Bondholders and cheques despatched or payment made.
- (c) References in these Conditions to principal shall be deemed also to refer to any additional amounts which may be payable under this Condition or any undertaking or covenant given in addition thereto or in substitution therefor pursuant to the Trust Deed.

11 Events of Default

- (a) The Trustee at its absolute discretion may, and if so requested in writing by the holders of not less than 25% in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution shall (subject to its rights under the Trust Deed to be indemnified to its satisfaction), give notice to the Company that the Bonds are, and they shall accordingly thereby become, immediately due and repayable at their principal amount plus accrued interest (subject as provided below and without prejudice to the right of Bondholders to exercise the Conversion Right in respect of their Bonds in accordance with **Condition 7**) if any of the following events has occurred and is continuing:
- (i) a default in the payment of any principal or interest due in respect of the Bonds is subsisting for a period of more than seven Business Days;
 - (ii) a default by the Company to deliver Shares as and when such Shares are required to be delivered following conversion of any Bond;
 - (iii) the Company does not perform or comply with one or more of its other obligations in the Bonds or the Trust Deed which default is incapable of remedy or, if in the opinion of the Trustee, is capable of remedy and is not, in the opinion of the Trustee, remedied within 30 days after written notice of such default shall have been given to the Company by the Trustee;

- (iv) the Company or any Principal Subsidiary is (or is deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend (only by reason of its insolvency or bankruptcy) payment of all or a material part of (or of a particular type of) its debts, proposes or makes any agreement for the deferral, rescheduling or other readjustment of all of (or of a particular type of) its debts (or of any part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any part of such debts or a moratorium is agreed or declared in respect of or affecting all or any part of (or of a particular type of) the debts of the Company or any of its Principal Subsidiaries;
- (v) (aa) any other present or future indebtedness of the Company or any of its Subsidiaries (except any subsidiary which is listed on any stock exchange or securities market) for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), (bb) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or (cc) the Company or any of its Subsidiaries (except any subsidiary which is listed on any stock exchange or securities market) fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised, provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this **Condition 11(a)(v)** have occurred equals or exceeds S\$50,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the Singapore dollar as quoted by any leading bank selected by the Trustee on the day on which such indebtedness becomes due and payable or is not paid or any such amount becomes due and payable or is not paid under any such guarantees or indemnity);
- (vi) a distress, attachment, execution or other legal process is levied, enforced or sued on or against any material part of the property, assets or revenues of the Company or any of its Principal Subsidiaries and is not discharged or stayed within 30 days;
- (vii) an order is made or an effective resolution passed for the winding-up or dissolution, judicial management or administration of the Company or any of its Principal Subsidiaries, or the Company or any of its Principal Subsidiaries ceases or threatens to cease to carry on all or substantially all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (aa) on terms approved by an Extraordinary Resolution of the Bondholders, or (bb) in the case of a Principal Subsidiary, whereby the undertaking and assets of such Principal Subsidiary are transferred to or otherwise vested in the Company or any of its Subsidiaries, provided that, in the case of a transfer of undertaking and assets to any of the Company's Subsidiaries, such transfer shall result in such Subsidiary becoming a Principal Subsidiary of the Company;
- (viii) an encumbrancer takes possession or an administrative or other receiver or an administrator or similar officer is appointed with respect to the whole or any substantial part of the property, assets or revenues of the Company or any of its Principal Subsidiaries (as the case may be) and is not discharged within 30 days;
- (ix) any step is taken by any person with a view to the seizure (by way of legal process), compulsory acquisition or expropriation of all or a material part of the assets of the Company and its Subsidiaries, taken as a whole;
- (x) it is or will become unlawful for the Company to perform or comply with any one or more of its obligations under any of the Bonds or the Trust Deed;

- (xi) any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done by the Company in order (a) to enable the Company lawfully to enter into, exercise its rights and perform and comply with its obligations under the Bonds or the Trust Deed, (b) to ensure that those obligations are legally binding and enforceable, and (c) to make the Bonds or the Trust Deed admissible in evidence in the courts of Singapore is not taken, fulfilled or done; or
 - (xii) any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in this **Condition 11**.
- (b) For the purpose of these Conditions, “**Principal Subsidiary**” means:
- (i) any Subsidiary of the Company whose latest profit before tax (excluding minority interests relating to the Subsidiary) as shown by its latest audited income statement are at least 20% of the consolidated profit before tax (excluding minority interests relating to the Subsidiary) as shown by the latest published audited consolidated profit and loss account of the Company and its Subsidiaries.

PROVIDED THAT, in relation to **Condition 11(b)(i)** above:

- (a) in the case of a corporation or other business entity becoming a Subsidiary after the end of the financial period to which the latest audited consolidated accounts of the Company relate, the reference to the then latest published consolidated accounts of the Company for the purposes of the calculation above shall be deemed to be a reference to the then latest audited consolidated accounts of the Company compared against the net tangible assets and the profit after tax and minority interests of such new Subsidiary;
 - (b) if, at any relevant time in relation to the Company, no audited consolidated accounts are prepared, net tangible assets and profit after tax and minority interests of the Company shall be determined by reference to its unaudited accounts or on the basis of pro forma consolidated accounts prepared for this purpose by the Company and reviewed by the Auditors for the purposes of preparing a certificate thereon to the Trustee;
 - (c) if, at any relevant time in relation to any Subsidiary, no accounts are audited or reviewed, then the determination of whether or not such Subsidiary is a Principal Subsidiary shall be determined by reference to its unaudited accounts or on the basis of pro forma accounts of the relevant Subsidiary prepared for this purpose by the Company and reviewed by the Auditors for the purposes of preparing a certificate thereon to the Trustee; and
 - (d) if, the accounts of any subsidiary (not being a Subsidiary referred to in proviso (a) above) are not consolidated with those of the Company, then the determination of whether or not such subsidiary is a Principal Subsidiary shall be based on a pro forma consolidation of its accounts with the consolidated accounts (determined on the basis of the foregoing) of the Company, prepared for this purpose by the Company and reviewed by the Auditors for the purposes of preparing a certificate thereon to the Trustee; or
- (ii) any Subsidiary of the Company to which is transferred the whole or substantially the whole of the assets of a Subsidiary which immediately prior to such transfer was a Principal Subsidiary will be deemed to be a Principal Subsidiary, provided that the Principal Subsidiary which so transfers its assets shall forthwith upon such transfer cease to be a Principal Subsidiary and the Subsidiary to which the assets are so transferred shall become a Principal Subsidiary at the date on which the first published accounts (consolidated, if appropriate) of the Company (whether audited or

unaudited) prepared as of a date later than such transfer are issued unless such Subsidiary would continue to be a Principal Subsidiary on the basis of such accounts by virtue of the provisions of **Condition 11(b)(i)**; and

- (iii) **“Subsidiary”** or **“subsidiary”** has the meaning ascribed to **“subsidiary”** in Section 5 of the Companies Act, Chapter 50 of Singapore.

12 Consolidation, Amalgamation or Merger

The Company will not consolidate with, merge or amalgamate into or transfer its assets substantially as an entirety to any corporation or convey or transfer its properties and assets substantially as an entirety to any person (the consummation of any such event, a **“Merger”**), unless:

- (a) the corporation or person formed by such Merger or the person that acquired such properties and assets shall expressly assume, by a supplemental trust deed, all obligations of the Company, under the Trust Deed and the performance of every covenant and agreement applicable to it contained therein;
- (b) immediately after giving effect to any such Merger, no event of default shall have occurred or be continuing or would result therefrom; and
- (c) the corporation or person formed by such Merger, or the person that acquired such properties and assets, shall expressly agree, among other things, to indemnify each Bondholder against any tax, assessment or governmental charge payable by withholding or deduction thereafter imposed on such holder solely as a consequence of such Merger with respect to the payment of principal and interest on the Bonds.

13 Prescription

Claims in respect of amounts due in respect of the Bonds will become prescribed unless made within 10 years (in the case of principal) and five years (in the case of interest and default interest) from the relevant date in respect thereof.

14 Enforcement

At any time after the Bonds have become due and repayable, the Trustee may, at its discretion and without further notice, take such proceedings against the Company as it may think fit to enforce repayment of the Bonds and to enforce the provisions of the Trust Deed, but it will not be bound to take any such proceedings unless (i) it shall have been so requested in writing by the holders of not less than 25% in principal amount of the Bonds then outstanding or shall have been so directed by an Extraordinary Resolution of the Bondholders, (ii) it shall have been adequately pre-funded as to such amounts as may be required, and notified to the Issuer, to take any such proceedings, and (iii) it shall have been indemnified to its satisfaction. No Bondholder will be entitled to proceed directly against the Company unless the Trustee, having become bound to do so, fails to do so within a reasonable period and such failure shall be continuing.

15 Meetings of Bondholders, Modification, Waiver and Substitution

- (a) Meetings

The Trust Deed contains provisions for convening meetings of Bondholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Bonds or the provisions of the Trust Deed. The quorum at any such meeting for passing an Extraordinary Resolution will be two or more persons holding or representing over 50% in principal amount of the Bonds for the time being outstanding or, at any adjourned such meeting, two or more persons being or representing Bondholders whatever the principal amount of the Bonds so held or represented unless the business of such meeting includes consideration of proposals, inter alia, (i) to modify the due date for any payment in respect of the Bonds, (ii) to reduce or cancel the amount of principal or Equivalent Amount or the rate of interest payable in respect of the Bonds, (iii) to change the currency of payment of the Bonds, (iv) to modify or cancel the Conversion Rights or (v) to

modify the provisions concerning the quorum required at any meeting of the Bondholders or the majority required to pass an Extraordinary Resolution, in which case the necessary quorum for passing an Extraordinary Resolution will be two or more persons holding or representing not less than 75%, or at any adjourned such meeting not less than 25% in principal amount of the Bonds for the time being outstanding. An Extraordinary Resolution passed at any meeting of Bondholders will be binding on all Bondholders, whether or not they are present at the meeting. The Trust Deed provides that a written resolution signed by or on behalf of the holders of not less than 75% of the aggregate principal amount of Bonds outstanding shall be as valid and effective as a duly passed Extraordinary Resolution.

(b) **Modification and Waiver**

The Trustee may agree (but shall not in any event be obliged to), without the consent of the Bondholders, to (i) any modification (except as mentioned in **Condition 15(a)**) to, or the waiver or authorisation of any breach or proposed breach of, the Bonds, the Bond Agency Agreement or the Trust Deed which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Bondholders or (ii) any modification to the Bonds, the Bond Agency Agreement or the Trust Deed which, in the Trustee's opinion, is of a formal, minor or technical nature or to correct a manifest error or to comply with mandatory provisions of law. Any such modification, waiver or authorisation will be binding on the Bondholders and, unless the Trustee agrees otherwise, any such modifications will be notified by the Company to the Bondholders as soon as practicable thereafter.

Any material modification to the terms of the Bonds which is for the benefit of the Bondholders but is materially prejudicial to the interests of the Stockholders of the Company shall not be effected without the prior approval of the Stockholders of the Company at a general meeting of the Stockholders, unless such modification is made pursuant to the terms of the Bonds.

(c) **Interests of Bondholders**

In connection with the exercise of its rights, powers, trusts, authorities or discretions (including but not limited to those in relation to any proposed modification, authorisation, waiver or authorisation of any breach or proposed breach of any of the Conditions or any provisions of the Trust Deed), the Trustee shall have regard to the general interests of the Bondholders as a class and shall not have regard to any interest arising from circumstances particular to individual Bondholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of such exercise for individual Bondholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or otherwise to the tax consequences thereof and no Bondholder shall be entitled to claim from the Company or the Trustee any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders except to the extent provided for in **Condition 11** and/or in any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

16 Replacement of Certificates

If any Certificate is mutilated, defaced, destroyed, stolen or lost, it may be replaced at the specified office of the Bond Registrar or any Agent upon payment by the claimant of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Company and Bond Registrar or such Agent may reasonably require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

17 The Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking any action unless indemnified and/or secured to its satisfaction. The Trustee is entitled to enter into business transactions with the Company or any Subsidiary without accounting for any profit resulting therefrom.

18 Notices

- (a) All notices to the Bondholders will be validly given if mailed to them at their respective addresses in the register of Bondholders maintained by the Bond Registrar or published in a leading English language daily newspaper with general circulation in Singapore as the Company may decide. It is expected that publication will normally be made in The Business Times. The Company shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange on which the Bonds are for the time being listed. Any such notice will be deemed to have been given on the date of such publication. Until such time as any definitive Bonds are issued, there may, so long as a Global Certificate is held in its entirety on behalf of the Depository, be substituted for such publication in such newspapers the delivery of the relevant notice to the Depository for communication by it to the Bondholders. Any such notice shall be deemed to have been given to the Bondholders on the seventh day after the date on which the said notice was given to the Depository.
- (b) The Company shall, not later than one month before the Expiration Date, give notice to the Bondholders in accordance with this **Condition 18**, of the Expiration Date and make an announcement of the same to the SGX-ST. The Company shall also, not later than one month before the Expiration Date, take reasonable steps to notify the Bondholders in writing of the Expiration Date and such notice shall be delivered by post to the addresses of the Bondholders as recorded in the Register or, in the case of Bondholders whose Bonds are registered in the name of the Depository, their addresses as shown in the records of the Depository. Proof of posting or despatch of any notice shall be deemed to be proof of receipt on the next Business Day after posting

19 Agents and Bond Registrar

The names of the initial Agents and the Bond Registrar and their initial specified offices are set out below. The Company reserves the right, subject to the approval of the Trustee, at any time to vary or terminate the appointment of any Agent or the Bond Registrar and to appoint additional or other Agents or a replacement Bond Registrar, provided that it will at all times maintain (a) a Principal Paying Agent having a specified office in Singapore, (b) a conversion agent having a specified office in Singapore; (c) a transfer agent having a specified office in Singapore; and (d) a bond registrar which will maintain the bond register. Notice of any such termination or appointment and of any change in the specified offices of any Agent or the Bond Registrar will be given to the Bondholders in accordance with **Condition 18**. All calculations and determinations made by any Agent in relation to the Bonds shall (save in the case of manifest error) be final and binding on the Company, the Trustee, the Agents and the Bondholders.

20 Governing Law

- (a) The Trust Deed and the Bonds are governed by, and shall be construed in accordance with, the laws of Singapore.
- (b) The courts of Singapore are to have jurisdiction to settle any disputes which may arise out of or in connection with the Bonds and accordingly any legal action or proceedings arising out of or in connection with the Bonds may be brought in such courts.

21 Contracts (Rights of Third Parties) Act, Chapter 53B

No person shall have any right to enforce or enjoy the benefit of any term or condition of the Bonds under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

APPENDIX B: PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

1. INTRODUCTION

- 1.1 Entitled Depositors are entitled to receive this Offer Information Statement and the WEWAF and the ARE which form 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. For avoidance of doubt, the WEWAF and WAF as referred to herein pertain to the Warrants Issue and the ARE and ARA as referred to herein pertain to the Convertible Bonds Issue.
- 1.2 The provisional allotments of Warrants and Convertible Bonds are governed by the terms and conditions of this Offer Information Statement, (if applicable) the Memorandum and Bye-Laws of the Company and the instructions in the WEWAF and the ARE for the Warrants Issue and the Convertible Bonds Issue respectively.

The number of Warrants and Convertible Bonds provisionally allotted to each Entitled Depositor is indicated in the WEWAF and 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 Warrants and Convertible Bonds as indicated in the WEWAF and ARE for the Warrants Issue and the Convertible Bonds Issue respectively. Entitled Depositors may accept their provisional allotments of Warrants and/or Convertible Bonds in full or in part and are eligible to apply for Warrants and/or Convertible Bonds in excess of their provisional allotments under the Warrants Issue and the Convertible Bonds Issue. Full instructions for the acceptance of and payment for the provisional allotments of Warrants and Convertible Bonds and payment for Excess Warrants and Excess Convertible Bonds are set out in the Offer Information Statement as well as the WEWAF and the ARE for the Warrants Issue and the Convertible Bonds Issue respectively.

- 1.3 If an Entitled Depositor wishes to accept his provisional allotment of Warrants and/or Convertible Bonds specified in the WEWAF and the ARE respectively, in full or in part, and (if applicable) apply for Excess Warrants and/or Excess Convertible Bonds, he may do so by way of an Electronic Application or by completing and signing the relevant sections of the WEWAF and/or ARE. An Entitled Depositor should ensure that the WEWAF and/or the ARE is/are accurately completed and signed, failing which the acceptance of the provisional allotment of Warrants and/or Convertible Bonds and (if applicable) application for Excess Warrants and/or Excess Convertible Bonds 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 WEWAF and/or ARE is/are not accurately completed and signed or if the "Free Balance" of your Securities Account is not credited with, or is credited with less than the relevant number of Warrants and/or Convertible Bonds accepted as at the last time and date for acceptance, application and payment or for any other reason(s) whatsoever the acceptance and (if applicable) the excess application is in breach of the terms of the WEWAF (for the Warrants Issue) and the ARE (for the Convertible Bonds Issue) or the Offer Information Statement, at CDP's absolute discretion, and to return all monies received to the person(s) entitled thereto **BY CREDITING HIS/THEIR BANK ACCOUNT(S) WITH THE RELEVANT PARTICIPATING BANK** (if he/they accept and (if applicable) apply through an ATM of a Participating Bank) or **BY MEANS OF A CROSSED CHEQUE SENT BY ORDINARY POST**, as the case may be, (in each case) **AT HIS/THEIR OWN RISK** or in such other manner as he/they may have agreed with CDP for the payment of any cash distributions without interest or any share of revenue or other benefit arising therefrom (if he/they accept and (if applicable) apply through CDP).

AN ENTITLED DEPOSITOR MAY ACCEPT HIS PROVISIONAL ALLOTMENT OF WARRANTS AND/OR CONVERTIBLE BONDS SPECIFIED IN HIS WEWAF AND ARE AND (IF APPLICABLE) APPLY FOR EXCESS WARRANTS AND/OR EXCESS CONVERTIBLE BONDS 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 WEWAF, the WAF (if and where applicable), the PAL, the ARE, the ARS (if and where applicable) and/or any other application form for the Warrants, the Convertible Bonds and/or Excess Warrants and/or Excess Convertible Bonds in relation to the Warrants Issue and the Convertible Bonds Issue or which does not comply with the instructions for an Electronic Application, or in the case of an application by the WEWAF, the WAF, the PAL, the ARE, the ARS and/or any other application form for the Warrants and/or the Convertible Bonds and/or excess Warrants and/or excess Convertible Bonds in relation to the Warrants Issue and the Convertible Bonds Issues 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 entitled to process each application submitted for the acceptance of the provisional allotment of Warrants and/or Convertible Bonds, and where applicable, application for Excess Warrants and/or Excess Convertible Bonds in relation to the Warrants Issue and the Convertible Bonds 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 Warrants and/or Excess Convertible Bonds.

- 1.4 Unless expressly provided to the contrary in this Offer Information Statement, the WEWAF, the WAF, the ARE and/or the ARS with respect to enforcement against Entitled Depositors or their renounees, a person who is not a party to any contracts made pursuant to this Offer Information Statement, the WEWAF, or the WAF, the ARE or the ARS has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B, of Singapore to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

2. MODE OF ACCEPTANCE AND APPLICATION

2.1 Acceptance/Application by way of Electronic Application through an ATM of a Participating Bank

Instructions for Electronic Applications through ATMs to accept the Warrants and/or the Convertible Bonds provisionally allotted or (if applicable) to apply for Excess Warrants and/or Excess Convertible Bonds will appear on the ATM screens of the respective Participating Banks. Please refer to Appendix E of this Offer Information Statement for the additional terms and conditions for Electronic Applications through an ATM of a Participating Bank.

IF AN ENTITLED DEPOSITOR MAKES AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK, HE WOULD HAVE IRREVOCABLY AUTHORISED THE PARTICIPATING BANK TO DEDUCT THE FULL AMOUNT PAYABLE FROM HIS BANK ACCOUNT WITH SUCH PARTICIPATING BANK IN RESPECT OF SUCH APPLICATION. IN THE CASE OF AN ENTITLED DEPOSITOR WHO HAS ACCEPTED THE WARRANTS AND/OR THE CONVERTIBLE BONDS PROVISIONALLY ALLOTTED TO HIM BY WAY OF THE WEWAF, THE

WAF, THE ARE, AND/OR THE ARS AND/OR HAS APPLIED FOR EXCESS WARRANTS AND/OR EXCESS CONVERTIBLE BONDS BY WAY OF THE WEWAF AND/OR 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 Warrants and/or Convertible Bonds and (if applicable) apply for Excess Warrants and/or Excess Convertible Bonds through CDP, he must:

- (a) complete and sign the WEWAF for the Warrants Issue. In particular, he must state in Part A of Section (II) of the WEWAF the number of Warrants provisionally allotted to him which he wishes to accept, in Part (B) of Section (II) of the WEWAF the number of Excess Warrants applied for and in Section (II) of the WEWAF the respective and total amounts to be made payable to **“CDP — JOYAS WARRANTS ISSUE ACCOUNT”**;
- (b) complete and sign the ARE for the Convertible Bonds Issue. In particular, he must state in Part A of Section (II) of the ARE the number of Convertible Bonds provisionally allotted to him which he wishes to accept, in Part (B) of Section (II) of the ARE the number of Excess Convertible Bonds applied for and in Section (II) of the ARE the respective and total amounts to be made payable to **“CDP — JOYAS CONVERTIBLE BONDS ISSUE ACCOUNT”**;
- (c) deliver the duly completed and original signed WEWAF and ARE accompanied by **A SINGLE REMITTANCE for each of the WEWAF and the ARE** for the full amount payable for the relevant number of Warrants and/or Convertible Bonds accepted and (if applicable) Excess Warrants and/or Excess Convertible Bonds applied for:
 - (i) by hand to **JOYAS INTERNATIONAL 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 **JOYAS INTERNATIONAL 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 11 FEBRUARY 2015** (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 Warrants and/or Convertible Bonds accepted and (if applicable) Excess Warrants and/or Excess Convertible Bonds applied for at the Warrants Issue Price and/or at the Convertible Bonds 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 — JOYAS WARRANTS ISSUE ACCOUNT”** (for the Warrants) and **“CDP — JOYAS CONVERTIBLE BONDS ISSUE ACCOUNT”** (for the Convertible Bonds); 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 Warrants and/or Convertible Bonds and (if applicable) apply for Excess Warrants and/or Excess Convertible Bonds 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 WEWAF and the ARE and the Offer Information Statement as if the WEWAF and the ARE had been completed 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 Warrants and/or Convertible Bonds accepted by the Entitled Depositor and (if applicable) the Excess Warrants and/or Excess Convertible Bonds 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 WEWAF, the ARE or any other application form for Warrants and/or Convertible Bonds in relation to the Warrants Issue and/or Convertible Bonds Issue.

2.5 Acceptance of Part of Provisional Allotments of Warrants and/or Convertible Bonds and Trading of Provisional Allotments of Warrants and/or Convertible Bonds

An Entitled Depositor may choose to accept his provisional allotment of Warrants and/or Convertible Bonds specified in the WEWAF and the ARE in full or in part. If an Entitled Depositor wishes to accept part of his provisional allotment of Warrants and/or Convertible Bonds and trade the balance of his provisional allotment of Warrants and/or Convertible Bonds on the SGX-ST, he should:

- (a) complete and sign the WEWAF for the number of Warrants provisionally allotted which he wishes to accept and submit the duly completed and original signed WEWAF together with payment in the prescribed manner as described in paragraph 2.2 above to CDP;
- (b) complete and sign the ARE for the number of Convertible Bonds 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
- (c) accept and subscribe for that part of his provisional allotment of Warrants and/or Convertible Bonds by way of Electronic Application(s) in the prescribed manner as described in paragraph 2.1 or 2.3 above.

The balance of his provisional allotment of Warrants and/or Convertible Bonds 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 Warrants and/or Convertible Bonds on the SGX-ST during the provisional allotment trading period should note that the provisional allotments of Warrants and/or Convertible Bonds will be tradable in board lots, each board lot comprising provisional allotments of 100 Warrants and 100 Convertible Bonds, or any other board lot size which the SGX-ST may require. Such Entitled Depositors may start trading in their provisional allotments of Warrants and/or Convertible Bonds as soon as dealings therein commence on the SGX-ST.

2.6 Sale of Provisional Allotments of Warrants and/or Convertible Bonds

The WEWAF and the ARE need not be forwarded to the purchasers of the provisional allotments of Warrants and Convertible Bonds (i.e. Purchasers) as arrangements will be made by CDP for separate WAF and ARS to be issued to the Purchasers. Purchasers should note that CDP will, for and on behalf of the Company, send the WAF and 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 WAFs and/or ARSs are accurately completed and

signed, failing which their acceptances of the provisional allotments of Warrants and/or Convertible Bonds may be rejected. Purchasers who do not receive the WAF and 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 11 FEBRUARY 2015** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

This Offer Information Statement and its accompanying documents will not be despatched to Purchasers whose registered addresses with CDP are not in Singapore (i.e. Foreign Purchasers). Foreign Purchasers who wish to accept the provisional allotments of Warrants and Convertible Bonds 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 WARRANTS AND/OR CONVERTIBLE BONDS ARE SETTLED THROUGH THESE INTERMEDIARIES. IN SUCH INSTANCES, IF THE PURCHASERS WISH TO ACCEPT THE WARRANTS AND/OR CONVERTIBLE BONDS REPRESENTED BY THE PROVISIONAL ALLOTMENTS OF WARRANTS AND/OR CONVERTIBLE BONDS PURCHASED, THEY WILL NEED TO GO THROUGH THESE INTERMEDIARIES, WHO WILL THEN ACCEPT THE PROVISIONAL ALLOTMENTS OF WARRANTS AND/OR CONVERTIBLE BONDS ON THEIR BEHALF.

2.7 Renunciation of Provisional Allotments of Warrants and/or Convertible Bonds

Entitled Depositors who wish to renounce in full or in part their provisional allotments of Warrants and/or Convertible Bonds 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 Warrants and/or Convertible Bonds 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 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 WAF and the ARS and other accompanying documents, for and on behalf of the Company, to the renounee by ordinary post and **AT HIS OWN RISK**, to his Singapore address as maintained in the records of CDP and for the renounee to accept his provisional allotments of Warrants and/or Convertible Bonds. The last time and date for acceptance of the provisional allotments of Warrants and/or Convertible Bonds and payment for the Warrants and/or Convertible Bonds by the renounee is **5.00 p.m. on 11 FEBRUARY 2015** (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 Warrants and/or Convertible Bonds by way of the WEWAF and/or , the WAF, the ARE, the ARS and/or has applied for excess Warrants and/or excess Convertible Bonds by way of the WEWAF and/or the ARE and also by way of Electronic Application(s), the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor or the Purchaser shall be regarded as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the WEWAF, the WAF, the ARE, the ARS and (if applicable) any other acceptance of Warrants and/or Convertible Bonds provisionally allotted to him and/or application for excess Warrants and/or excess Convertible Bonds (including an Electronic Application(s)) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

4. ILLUSTRATIVE EXAMPLES (ASSUMPTION: ON THE BASIS OF ONE (1) WARRANT FOR EVERY ONE (1) EXISTING ORDINARY SHARE AT AN ISSUE PRICE OF S\$0.01)

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 Warrants as set out in his WEWAF. The Entitled Depositor's alternative courses of action, and the necessary procedures to be taken under each course of action, are summarised below. Similar guidance may be taken from the illustrations below in respect of the Convertible Bonds.

Alternatives

Procedures to be taken

(a) Accept his entire provisional allotment of 10,000 Warrants and (if applicable) apply for Excess Warrants.

(1) Accept his entire provisional allotment of 10,000 Warrants and (if applicable) apply for Excess 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 11 FEBRUARY 2015** (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 WEWAF in accordance with the instructions contained herein for the acceptance in full of his provisional allotment of 10,000 Warrants and (if applicable) the number of Excess Warrants applied for and forward the original signed WEWAF together with a single remittance for S\$100.00 (or, if applicable, such higher amount in respect of the total number of Warrants accepted and Excess 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 — JOYAS WARRANTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" for the full amount due on acceptance and (if applicable) application, by hand to **JOYAS INTERNATIONAL 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 **JOYAS INTERNATIONAL 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 11 FEBRUARY 2015** (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

- (b) Accept a portion of his provisional allotment of Warrants, for example 1,000 provisionally allotted Warrants, not apply for Excess Warrants and trade the balance on the SGX-ST.

- (c) Accept a portion of his provisional allotment of Warrants, for example 1,000 provisionally allotted Warrants, and reject the balance.

Procedures to be taken

- (1) Accept his provisional allotment of 1,000 Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than 9.30p.m. on **11 FEBRUARY 2015**; or
- (2) Complete and sign the WEWAF in accordance with the instructions contained therein for the acceptance of his provisional allotment of 1,000 Warrants, and forward the original signed WEWAF, together with a single remittance for S\$10.00, in the prescribed manner described in alternative (a)(2) above, to CDP, so as to arrive not later than **5.00 p.m. on 11 FEBRUARY 2015** (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 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 Warrants would be tradable in the ready market, each board lot comprising provisional allotments size of 100 Warrants or any other board lot size which the SGX-ST may require.

- (1) Accept his provisional allotment of 1,000 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 11 FEBRUARY 2015** (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 WEWAF in accordance with the instructions contained herein for the acceptance of his provisional allotment of 1,000 Warrants and forward the original signed WEWAF, together with a single remittance for S\$10.00, in the prescribed manner described in alternative (a)(2) above to CDP so as to arrive not later than **5.00 p.m. on 11 FEBRUARY 2015** (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 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 11 FEBRUARY 2015** or if an acceptance is not made through CDP by **5.00 p.m. on 11 FEBRUARY 2015**

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 WARRANTS AND/OR THE CONVERTIBLE BONDS IN RELATION TO THE WARRANTS ISSUE AND THE CONVERTIBLE BOND ISSUE IS:

- (A) 9.30 P.M. ON 11 FEBRUARY 2015 (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 WARRANTS AND/OR THE CONVERTIBLE BONDS IS MADE THROUGH AN ATM OF A PARTICIPATING BANK.**
- (B) 5.00 P.M. ON 11 FEBRUARY 2015 (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 WARRANTS AND/OR THE CONVERTIBLE BONDS IS MADE THROUGH CDP OR SGX-SSH SERVICE; AND**

If acceptance and payment for the Warrants and/or the Convertible Bonds in the prescribed manner as set out in the WEWAF, the WAF, the ARE, the ARS or the PAL (as the case may be) and this Offer Information Statement is not received through an ATM of a Participating Bank by **9.30 p.m. on 11 FEBRUARY 2015** (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 11 FEBRUARY 2015** (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 Warrants and/or Convertible Bonds shall be deemed to have been declined and shall forthwith lapse and become void, and such provisional allotments not so accepted will be used to satisfy excess applications, if any, or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit. All moneys received in connection therewith will be returned by CDP for and on behalf of the Company to the Entitled Depositors or the Purchasers, as the case may be, without interest or any share of revenue or other benefit arising therefrom, by ordinary post **AT THE ENTITLED DEPOSITOR'S OR PURCHASER'S OWN RISK (AS THE CASE MAY BE)** to their mailing address as maintained in the records of CDP.

IF AN ENTITLED DEPOSITOR OR PURCHASER (AS THE CASE MAY BE) IS IN ANY DOUBT AS TO THE ACTION HE SHOULD TAKE, HE SHOULD CONSULT HIS STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

5.2 Appropriation

Without prejudice to paragraph 1.3 of this Appendix B, an Entitled Depositor should note that:

- (a) by accepting his provisional allotment of Warrants and/or Convertible Bonds and/or applying for Excess Warrants and/or Excess Convertible Bonds, he acknowledges that, in the case where:
 - (i) the amount of remittance payable to the Company in respect of his acceptance of the Warrants and/or the Convertible Bonds provisionally allotted to him and (if applicable) in respect of his application for Excess Warrants and/or Excess Convertible Bonds as per the instructions received by CDP whether under the WEWAF, the WAF, the ARE, the ARS and/or in any other application form for Warrants and/or Convertible Bonds in relation to the Warrants Issue and/or the Convertible Bonds Issue differs from the amount actually received by CDP, or
 - (ii) the amounts as stated in Parts (A) and (B) of Section (II) in the WEWAF, the WAF, the ARE, the ARS and/or in any other application form for Warrants and/or Convertible Bonds in relation to the Warrants Issue and/or the Convertible Bonds Issue differs from the amount received by CDP, or otherwise payable by him in respect of his

acceptance of the Warrants and/or the Convertible Bonds provisionally allotted to him and (if applicable) in respect of his application for the excess Warrants and/or excess Convertible Bonds,

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 WEWAF, the WAF, the ARE, the ARS and/or any other application form for Warrants and/or Convertible Bonds in relation to the Warrants Issue and/or the Convertible Bonds Issue as follows: firstly, towards payment of all amounts payable in respect of his acceptance of the Warrants and/or the Convertible Bonds provisionally allotted to him; and secondly, (if applicable) towards payment of all amounts payable in respect of his application for Excess Warrants and/or Excess Convertible Bonds. 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 WEWAF, the WAF, the ARE, the ARS and/or any other application form for Warrants and/or Convertible Bonds in relation to the Warrants Issue and/or the Convertible Bonds Issue made through CDP, he would have irrevocably authorised the Company and CDP, in applying the amounts payable for his acceptance of the Warrants and/or the Convertible Bonds and (if applicable) his application for Excess Warrants and/or Excess Convertible Bonds, to apply the amount of the remittance which is attached to the WEWAF, the WAF, the ARE, the ARS and/or any other application form for Warrants and/or Convertible Bonds in relation to the Warrants Issue and/or the Convertible Bonds Issue made through CDP; and
- (c) in the event that the Entitled Depositor accepts the Warrants and/or the Convertible Bonds provisionally allotted to him by way of the WEWAF, and/or the WAF, the ARE, the ARS and/or has applied for Excess Warrants and/or Excess Convertible Bonds by way of the WEWAF and/or ARE and also by way of Electronic Application(s), the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor shall be deemed as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the WEWAF, the WAF, the ARE, the ARS and/or any other acceptance and/or application for Excess Warrants and/or Excess Convertible Bonds (including Electronic Application(s)) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

5.3 Availability of Excess Warrants and/or Excess Convertible Bonds

The Excess Warrants and/or Excess Convertible Bonds available for application are subject to the terms and conditions contained in the WEWAF, the ARE and, this Offer Information Statement and (if applicable) the Memorandum and Bye-Laws of the Company. Applications for Excess Warrants and/or Excess Convertible Bonds will, at the Directors' absolute discretion, be satisfied from such Warrants and/or Convertible Bonds as are not validly taken up by the Entitled Shareholders, the original allottee(s) or their respective renounee(s) or the Purchaser(s) of the provisional allotments of Warrants and/or Convertible Bonds together with the aggregated fractional entitlements to the Warrants and/or Convertible Bonds, any unsold "nil-paid" provisional allotment of Warrants and/or Convertible Bonds (if any) of Foreign Shareholders and any Warrants and/or Convertible Bonds that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the WEWAF, the ARE and this Offer Information Statement. In the event that applications are received by the Company for more Excess Warrants and/or Excess Convertible Bonds than are available, the Excess Warrants and/or Excess Convertible Bonds 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 Warrants and/or Excess Convertible Bonds, preference will be given to the rounding of odd lots, and Substantial Shareholders and Directors will rank last in priority. The Company reserves the right to refuse any application for Excess Warrants and/or Excess Convertible Bonds, in whole or in part, without assigning any reason whatsoever. In the event that the number of Excess Warrants and/or Excess Convertible

Bonds allotted to an Entitled Depositor is less than the number of Excess Warrants and/or Excess Convertible Bonds applied for, the Entitled Depositor shall be deemed to have accepted the number of Excess Warrants and/or Excess Convertible Bonds actually allotted to him.

If no Excess Warrants and/or Excess Convertible Bonds are allotted or if the number of Excess Warrants and/or Excess Convertible Bonds allotted is less than that applied for, the amount paid on application or the surplus application moneys, as the case may be, will be refunded to such Entitled Depositors, without interest or any share of revenue or other benefit arising therefrom, within 14 days after the Closing Date, by crediting their bank accounts with the relevant Participating Bank **AT THEIR OWN RISK** (if they had applied for Excess Warrants and/or Excess Convertible Bonds 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 Warrants and/or Excess Convertible Bonds through CDP).

5.4 Deadlines

It should be particularly noted that unless:

- (a) acceptance of the provisional allotment of Warrants and/or Convertible Bonds 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 Warrants and/or Convertible Bonds is effected by **9.30 p.m. on 11 FEBRUARY 2015** (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 WEWAF, or WAF, ARE or ARS (as the case may be) accompanied by a single remittance for the full amount payable for each of the relevant number of Warrants and/or Convertible Bonds accepted and (if applicable) Excess Warrants and/or Excess Convertible Bonds applied for at the Warrants Issue Price and/or the Convertible Bonds 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 — JOYAS WARRANTS ISSUE ACCOUNT**" (for the Warrants); and "**CDP — JOYAS CONVERTIBLE BONDS ISSUE ACCOUNT**" (for the Convertible Bonds); 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 **JOYAS INTERNATIONAL 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 **JOYAS INTERNATIONAL 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 11 FEBRUARY 2015** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or
- (c) acceptance is made by a Depository Agent via the SGX-SSH Service and payment in Singapore currency by way of telegraphic transfer by the Depository Agent/(s) for the Warrants is effected by **5.00 p.m. on 11 FEBRUARY 2015** (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 Warrants and/or Convertible Bonds will be deemed to have been declined and shall forthwith lapse and become void and cease to be capable of acceptance

All moneys 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 Warrants and the Excess Warrants will be registered in the name of CDP or its nominee. The global certificate for the Convertible Bonds and excess Convertible Bonds will be registered in the name of CDP or its nominee. Upon the crediting of the Warrants, Convertible Bonds, Excess Warrants and/or Excess Convertible Bonds, CDP will send to you, **BY ORDINARY POST AND AT YOUR OWN RISK**, a notification letter showing the number of Warrants, Excess Warrants, Convertible Bonds and/or Excess Convertible Bonds credited to your Securities Account.

5.6 General

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Warrants or Convertible Bonds provisionally allotted and credited to your Securities Account. You can verify the number of Warrants and/or Convertible Bonds provisionally allotted and credited to your Securities Account online if you have registered for CDP Internet Access or through the CDP Automated Phone Services Hotline number (65) 6535-7511 using your telephone pin (T-Pin). Alternatively, you may proceed personally to CDP with your identity card or passport to verify the number of Warrants and/or Convertible Bonds provisionally allotted and credited to your Securities Account.

It is your responsibility to ensure that the WEWAF and ARE are accurately completed in all respects and signed. 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 WEWAF and/or ARE, or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. Any decision to reject the WEWAF and/or the ARE 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 WARRANTS AND (IF APPLICABLE) YOUR APPLICATION FOR EXCESS WARRANTS IS IRREVOCABLE. EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS OFFER INFORMATION STATEMENT, ACCEPTANCE OF THE PROVISIONAL ALLOTMENT OF CONVERTIBLE BONDS AND (IF APPLICABLE) YOUR APPLICATION FOR EXCESS CONVERTIBLE BONDS IS IRREVOCABLE.

No acknowledgement will be given for any submissions sent by post, deposited into boxes located at CDP's premises or submitted by hand at CDP's counters. You can check the status of your acceptance of the provisional allotment of Warrants and Convertible Bonds and (if applicable) your application for Excess Warrants and/or Excess Convertible Bonds through the CDP Automated Phone Services Hotline number (65) 6535-7511 using your T-Pin.

CDP Phone User Guide

1. Dial (65) 6535-7511
2. Press '1' for English; Press '2' Mandarin
3. Press '3' for 'Corporate Actions Announcement and Transactions'
4. Press '2' for your rights application status
5. Enter your 12 digit CDP securities account number
6. Enter your 6 digit telephone pin

All communications, notices, documents and remittances to be delivered or sent to you will be sent by **ORDINARY POST** to your mailing address as maintained in the records of CDP, and **AT YOUR OWN RISK**.

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

1. INTRODUCTION

Entitled Scripholders are entitled to receive this Offer Information Statement together with the following documents which are enclosed herewith, and are deemed to constitute a part of, this Offer Information Statement:

Renounceable PAL for the Warrants Issue and the Convertible Bonds Issue incorporating:

Form of Acceptance	Form A
Request for Splitting	Form B
Form of Renunciation	Form C
Form of Nomination	Form D
Application of Excess Warrants and Excess Convertible Bonds	Form E

The provisional allotments of the Warrants and Convertible Bonds and application for Excess Warrants and Excess Convertible Bonds are governed by the terms and conditions of this Offer Information Statement and the enclosed PAL and (if applicable) the Memorandum and Bye-Laws of the Company. The number of Warrants and Convertible Bonds provisionally allotted to Entitled Scripholders is indicated in the PAL. Entitled Scripholders may accept their provisional allotments of Warrants and/or Convertible Bonds, in full or in part, and are eligible to apply for Warrants and Convertible Bonds in excess of their entitlements under the Warrants Issue and the Convertible Bonds Issue respectively.

Full instructions for the acceptance of and payment for the Warrants and Convertible Bonds 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 for the Warrants and Convertible Bonds.

With regard to any application which does not conform strictly to the instructions set out under this Offer Information Statement, the PAL, the ARE, the ARS, the WEWAF, the WAF and/or any other application form for the Warrants and Convertible Bonds in relation to the Warrants Issue and the Convertible Bonds Issue or with the terms and conditions of this Offer Information Statement, or in the case of any application by the PAL, the ARE and the ARS, the WEWAF, the WAF, and/or any other application form for the Rights 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 and 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 Warrants and Convertible Bonds, and where applicable, application of Excess Warrants and Excess Convertible Bonds in relation to the Warrants Issue and the Convertible Bonds Issue respectively and the payment received in relation thereto, pursuant to such application, by an Entitled Scripholder or a renounee, on its own, without regard to any other application and payment that may be submitted by the same Entitled Scripholder or renounee. 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 Warrants and/or Convertible Bonds and (if applicable) application for Excess Warrants and/or Excess Convertible Bonds.

The full amount payable for the relevant number of Warrants and Convertible Bonds accepted/applied for will be rounded up to the nearest whole cent, if applicable.

Entitled Scripholders who intend to trade any part of their provisional allotments of Warrants and Convertible Bonds should note that all dealings in and transactions of the provisional allotments of Warrants and Convertible Bonds through SGX-ST will be effected under the book-entry (scripless) settlement system. Accordingly, the PALs will not be valid for delivery pursuant to trades done on the Official List of SGX-ST.

Unless expressly provided to the contrary in this Offer Information Statement and/or the PAL, a person who is not a party to any contracts made pursuant to this PAL and/or this Offer Information Statement has no right 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

An Entitled Scripholder who wishes to accept his entire provisional allotment of Warrants and Convertible Bonds or to accept any part of these and decline the balance should:

- (a) complete and sign the Form A of the PAL for the number of Warrants and/or Convertible Bonds which he wishes to accept; and
- (b) forward the PAL at his own risk, in its entirety, duly completed and signed, together with payment in the prescribed manner to **JOYAS INTERNATIONAL HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., 50 RAFFLES PLACE #32-01 SINGAPORE LAND TOWER SINGAPORE 048623** so as to arrive not later than **5.00 p.m. on 11 FEBRUARY 2015** (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

If:

- (a) no remittance is attached for the full amount that is payable for the provisional allotment of Warrants and/or Convertible Bonds accepted by the Entitled Scripholder and (if applicable) the Excess Warrants and/or Excess Convertible Bonds applied for by the Entitled Scripholder; or
- (b) the remittance submitted together with the PAL, is less than the full amount that is payable for the provisional allotment of Warrants and/or Convertible Bonds accepted by the Entitled Scripholder and (if applicable) the Excess Warrants and/or Convertible Bonds applied for by the Entitled Scripholder,

in each case, the attention of the Entitled Scripholder is 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 Warrants and Convertible Bonds which the Entitled Scripholder has given instructions to accept.

2.3 Appropriation

An Entitled Scripholder should note that by accepting his provisional allotment of Warrants and Convertible Bonds, he acknowledges that, the Company and the Share Registrar, in determining the number of Warrants and Convertible Bonds 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 Warrants and/or Convertible Bonds, whether by way of Cashier's Order or Banker's Draft drawn on a bank in Singapore to be applied towards the payment of his acceptance of Warrants and/or Convertible Bonds.

3. REQUEST FOR SPLITTING (FORM B), RENUNCIATION (FORM C) AND FORM OF NOMINATION (FORM D)

Entitled Scripholders who wish to accept a portion of their provisional allotment of Warrants and/or Convertible Bonds and renounce the balance of their provisional allotment of Warrants and/or Convertible Bonds, or who wish to renounce all or part of their provisional allotments in favour of more than one person, should first, using Form B, request to have their provisional allotments under the PAL split into separate PALs (the “**Split Letters**”) according to their requirements.

The duly completed Form B together with the PAL, in its entirety, should be returned to **JOYAS INTERNATIONAL HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE #32-01 SINGAPORE LAND TOWER SINGAPORE 048623** so as to arrive not later than **5.00 p.m. on 5 FEBRUARY 2015** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Split Letters will then be issued to Entitled Scripholders in accordance with their request. No Split Letters will be issued to Entitled Scripholders if Form B is received after **5.00 p.m. on 5 FEBRUARY 2015** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The Split Letters, representing the number of Warrants and/or Convertible Bonds which Entitled Scripholders intend to renounce, may be renounced by completing and signing Form C before delivery to the renounee(s). Entitled Scripholders should complete and sign Form A of the Split Letter(s) representing that part of their provisional allotments they intend to accept, if any, and forward the said Split Letter(s) together with payment in the prescribed manner to **JOYAS INTERNATIONAL HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE #32-01 SINGAPORE LAND TOWER SINGAPORE 048623** so as to arrive not later than **5.00 p.m. on 5 FEBRUARY 2015** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

An Entitled Scripholder who wishes to renounce his entire provisional allotment of Warrants and/or Convertible Bonds in favour of one person, or renounce any part of it in favour of one person and decline the balance, should complete Form C for the number of provisional allotment of Warrants and/or Convertible Bonds which he wishes to renounce and deliver the PAL in its entirety to the renounee(s) as soon as possible.

The renounee(s) should complete and sign Form D and send Form D together with the PAL in its entirety, duly completed and signed, together with payment in the prescribed manner, to reach **JOYAS INTERNATIONAL HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE #32-01 SINGAPORE LAND TOWER SINGAPORE 048623** so as to arrive not later than **5.00 p.m. on 11 FEBRUARY 2015** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). **NO OTHER FORM OF PAYMENT (INCLUDING THE USE OF A POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

Each Entitled Scripholder may consolidate the Warrants and Convertible Bonds 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 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 completed and signed and with the serial number of the Principal PAL (as hereinafter defined) stated on each of them. A renounee who is not an Entitled Scripholder and who wishes to consolidate the provisional allotments of Warrants and Convertible Bonds comprised in several renounced PALs and/or Split Letters in one name only or in the name of a joint Securities Account should complete the Consolidated Listing Form in Form D of only one 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).**

4. PAYMENT

Payment for the full amount due on acceptance and/or application in relation to PALs in respect of Warrants and Excess Warrants (if any) 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 "**JOYAS WARRANTS ISSUE ACCOUNT**", such banker's draft or cashier's order to be crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the name and address of the Entitled Scripholder or accepting party clearly written on the reverse side of the remittance.

Payment for the full amount due on acceptance and/or application in relation to PALs in respect of Convertible Bonds and Excess Convertible Bonds (if any) 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 "**JOYAS CONVERTIBLE BONDS ISSUE ACCOUNT**", such banker's draft or cashier's order to be crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the name and address of the Entitled Scripholder or accepting party clearly written on the reverse side of the remittance.

The completed and signed PAL and remittances should be addressed to and forwarded at the sender's own risk to **JOYAS INTERNATIONAL HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE #32-01 SINGAPORE LAND TOWER SINGAPORE 048623 by 5.00 p.m. on 11 FEBRUARY 2015** (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 the aforementioned deadline is not met, the provisional allotment of Warrants and Convertible Bonds shall be deemed to have been declined and shall forthwith lapse and become void. Such provisional allotment of Warrants and Convertible Bonds not so accepted will be used to satisfy excess applications, if any, or disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. The Company will return all unsuccessful application monies received in connection therewith by ORDINARY POST and at the risk of the Entitled Scripholders or their renounee(s), as the case may be, without interest or share of revenue or benefit arising therefrom within fourteen (14) days after the Closing Date.

5. APPLICATION FOR EXCESS WARRANTS AND EXCESS CONVERTIBLE BONDS (FORM E)

Form E contains full instructions with regard to excess applications for Excess Warrants and Excess Convertible Bonds, and payment and the procedures to be followed if you wish to apply for Warrants and/or Convertible Bonds in excess of your provisional allotment of Warrants and Convertible Bonds. Entitled Scripholders who wish to apply for Excess Warrants and/or Excess Convertible Bonds in addition to those which have been provisionally allotted to them may do so by completing, signing the Form E of the PAL and forwarding it with **SEPARATE REMITTANCES** for the full amounts payable in respect of the Excess Warrants and the Excess Convertible Bonds applied for (i.e. a separate remittance for the full amount payable in respect of Excess Warrants applied for, and a separate remittance for the full amount payable in respect of Excess Convertible Bonds applied for) in the form and manner set out above to **JOYAS INTERNATIONAL HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE #32-01 SINGAPORE LAND TOWER SINGAPORE 048623** so as to arrive not later than **5.00 p.m. on 11 FEBRUARY 2015** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). **NO OTHER FORM OF PAYMENT (INCLUDING THE USE OF A POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

Applications for Excess Warrants and Excess Convertible Bonds are subject to the terms and conditions contained in the PAL, Form E and this Offer Information Statement and (if applicable) the Memorandum and Bye-Laws of the Company. Applications for Excess Warrants and Excess Convertible Bonds will, at the Directors' discretion, be satisfied from such Warrants and Convertible Bonds as are not validly taken up, the unsold "**nil-paid**" provisional allotments (if any) of Foreign Shareholders, the aggregated fractional entitlements and any Warrants and Convertible Bonds that are otherwise not allotted for any reason. In the event that applications are received by the Company for more Excess Warrants and/or Excess Convertible Bonds than are available, the Excess Warrants and Excess Convertible Bonds available will be allotted in such manner as the Directors, in their absolute discretion, deem fit in the interests of the Company. In the allotment of Excess Warrants and Excess Convertible Bonds, preference will be given to the rounding of odd

lots. 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 Warrants Issue and the Convertible Bonds Issue, or have representation on the Board (whether direct or through a nominee) will rank last in priority for the rounding of odd lots and allotment of Excess Warrants and Excess Convertible Bonds. The Company reserves the right to allot the Excess Warrants and Excess Convertible Bonds 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 Warrants and Excess Convertible Bonds without assigning any reason. CDP takes no responsibility for any decision that the Directors may make.

In the event that the number of the Excess Warrants and/or Excess Convertible Bonds allotted to Entitled Scripholders is less than the number of Excess Warrants and Excess Convertible Bonds applied for, Entitled Scripholders shall be deemed to have accepted the number of Excess Warrants and/or Excess Convertible Bonds actually allotted to them. If no Excess Warrants and/or Excess Convertible Bonds are allotted to Entitled Scripholders or if the number of Excess Warrants and/or Excess Convertible Bonds allotted to them is less than that applied for, it is expected that the amount paid on application or the surplus of the application monies for Excess Warrants and/or Excess Convertible Bonds received by the Company, as the case may be, will be refunded to them by the Company without interest or any share of revenue or other benefit arising therefrom within 14 days after the Closing Date, **BY ORDINARY POST** to their mailing addresses as maintained with the Share Registrar at their **OWN RISK**. In determining the amount of surplus application monies to be refunded, the aggregate amount payable for the Excess Warrants and Excess Convertible Bonds allotted to an Entitled Scripholder will be rounded upwards to the nearest whole cent, if and where applicable.

6. GENERAL

No acknowledgement or receipt will be issued in respect of any acceptance, remittance or application.

Entitled Scripholders who are in any doubt as to the action they should take should consult their stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

Upon listing and quotation on the SGX-ST, the Warrants and Convertible Bonds, when issued will be traded under the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) of the Warrants and Convertible Bonds effected through the SGX-ST and/or CDP shall be made in accordance with CDP's "**Terms and Conditions for Operation of Securities Accounts with CDP**" 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.

To facilitate scripless trading, Entitled Scripholders and their renounees who wish to accept the Warrants and/or Convertible Bonds provisionally allotted to them and (if applicable) apply for Excess Warrants and/or Excess Convertible Bonds and who wish to trade the Warrants and/or Convertible Bonds issued to them on the SGX-ST 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 Warrants and Convertible Bonds and, if applicable, the Excess Warrants and Excess Convertible Bonds that may be allotted to them may be credited by CDP into their Securities Accounts. Entitled Scripholders and their renounees who wish to accept and/or apply for the Excess Warrants and/or Excess Convertible Bonds and have their Warrants and/or Convertible Bonds credited into their Securities Accounts must fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL. Entitled Scripholders and their renounees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers (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 share certificates in their own names for the Warrants and/or Convertible Bonds

allotted to them and if applicable, the Excess Warrants and/or Convertible Bonds allotted to them. Such physical share certificates, if issued, will not be valid for delivery pursuant to trades done on the SGX-ST under the book-entry (scripless) settlement system, although they will continue to be *prima facie* evidence of legal title. These physical share certificates will be sent BY **ORDINARY POST** to person(s) entitled thereto to their mailing addresses as recorded with CDP at his/their **OWN RISK**.

If the Entitled Scripholders' addresses stated in the PALs are different from their addresses registered with CDP, they must inform CDP of their updated addresses promptly, failing which the notification letters on successful allotments will be sent to their addresses 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 who wishes to trade on the SGX-ST, must deposit with CDP his existing share certificate(s), together with the duly executed instrument(s) of transfer in favour of CDP, and have his Securities Account credited with the number of Warrants and Convertible Bonds and/or existing Shares, as the case may be, before he can effect the desired trade.

THE FINAL TIME AND DATE FOR ACCEPTANCES AND/OR APPLICATIONS AND PAYMENT FOR THE WARRANTS AND CONVERTIBLE BONDS UNDER THE WARRANTS ISSUE AND THE CONVERTIBLE BONDS ISSUE IS 5.00 P.M. ON 11 FEBRUARY 2015 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY).

APPENDIX D: ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION

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 of provisional allotments of and (if applicable) excess application for Warrants and/or Convertible Bonds 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 Entitled Depositor or his renounee or the Purchaser who accepts the provisional allotments of Warrants and/or Convertible Bonds or (as the case may be) who applies for the Warrants and/or Convertible Bonds 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. 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 WEWAF/WAF/ARE/ARS.

For investors who hold Shares through finance companies or Depository Agents, acceptances of the Warrants and/or Convertible Bonds applications for excess Warrants and/or Convertible Bonds must be done through the respective finance companies, Depository Agents or approved banks. Such investors are advised to provide their finance companies, Depository Agents or approved banks, as the case may be, with the appropriate instructions early in order for such intermediaries to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. Any acceptance and (if applicable) application made directly through CDP, Electronic Application, the Share Registrar and/or the Company will be rejected.

For renounees of Entitled Shareholders or Purchasers whose purchases are settled through finance companies or Depository Agents, acceptances of the Warrants and/or Convertible Bonds represented by the provisional allotment of Warrants and/or Convertible Bonds must be done through the respective finance companies or Depository Agents. Such renounees or 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 and (if applicable) application made directly through CDP, Electronic Applications, the Share Registrar and/or the Company will be rejected.

An Applicant, including one who has a joint bank account with a Participating Bank, must ensure that he enters his own Securities Account number when using the ATM card issued to him in his own name. Using his own Securities Account number with an ATM card which is not issued to him in his own name will render his acceptance/application liable to be rejected.

The Electronic Application shall be made on, and subject to, the terms and conditions of this Offer Information Statement, including but not limited to the terms and conditions appearing below.

- (1) In connection with his Electronic Application for the Warrants and/or Convertible Bonds, 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 Warrants and the Convertible Bonds 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 and application details (the “Relevant Particulars”) from his account with that Participating Bank to the Share Registrar, Warrant Agent, Bond Registrar, Securities Clearing & Computer Services (Pte) Ltd (SCCS), CDP, 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, as the case may be. By doing so, the Applicant shall be treated as signifying his confirmation of each of the 2 statements. In respect of statement 1(b) above, his confirmation, by pressing the “**Enter**” or “**OK**” or “**Confirm**” or “**Yes**” key, as the case may be, shall signify and shall be treated as his written permission, given in accordance with the relevant laws of Singapore including Section 47(2) 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 for the Warrants and/or Convertible Bonds using cash only by authorising such Participating Bank to deduct the full amount payable from his account with such Participating Banks.
- (3) The Applicant irrevocably agrees and undertakes to subscribe for and to accept up to the aggregate of the number of the Warrants and/or Convertible Bonds provisionally allotted and excess Warrants and/or Convertible Bonds applied for as stated on the Transaction Record or the number of Warrants and/or Convertible Bonds represented by the provisional allotment of the Warrants and/or Convertible Bonds as may be standing to the credit of the “Free Balance” of his Securities Account as at the Closing Date. In the event that the Company decides to allot any lesser number of such excess Warrants and/or Convertible Bonds or not to allot any number of excess Warrants and/or Convertible Bonds to the Applicant, the Applicant agrees to accept the decision as conclusive and binding.
- (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, as the case may be, on the ATM) of the number of Warrants and/or Convertible Bonds accepted or excess Warrants and/or excess Convertible Bonds applied for shall signify and shall be treated as his acceptance of the number of Warrants or Convertible Bonds accepted or excess Warrants or excess Convertible Bonds applied that may be allotted to him.
- (5) In the event that the Applicant accepts the Warrants and/or Convertible Bonds by way of a WEWAF, WAF, ARE and/or a ARS (as the case may be) and/or by way of acceptance through the Electronic Application, the Company and/or CDP shall be authorised and entitled to accept the Applicant’s instructions in whichever mode or a combination thereof as the Company and/or the CDP may, in its absolute discretion, deem fit. In determining the number of Warrants and/or Convertible Bonds that the Applicant has validly given instructions to accept, the Applicant shall be deemed to have irrevocably given instructions to accept such number of Warrants and/or Convertible Bonds not exceeding the number of provisionally allotted Warrants and/or Convertible Bonds that are standing to the credit of the “Free Balance” of his Securities Account as at the Closing Date, and the Company and/or CDP, in determining the number of Warrants and/or Convertible Bonds 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 of Warrants and/or Convertible Bonds, whether by way of banker’s draft or cashier’s order drawn on a bank in Singapore accompanying the WEWAF, WAF, ARE and/or ARS by way of acceptance through the Electronic Application through an ATM of the Participating Banks, which the Applicant has authorised or is deemed to be authorised to be applied towards the payment in respect of his acceptance.
- (6) If applicable, in the event that the Applicant applies for excess Warrants and or excess Convertible Bonds by way of a WEWAF or ARE (as the case may be) and by way of application through the Electronic Application through the ATM, the Company and/or CDP shall be authorized and entitled to accept the Applicant’s instructions in whichever mode or a combination thereof as it may, in its absolute discretion, deem fit. In determining the number of excess Warrants and/or Convertible Bonds 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 Warrants and/or excess Convertible Bonds not exceeding the aggregate number of excess Warrants and/or excess Convertible Bonds for which he has applied by way of application through Electronic Application through the ATM and by way of WEWAF, WAF, ARE and/or ARS. The Company and/or CDP, in determining the number of excess Warrants and/or excess Convertible Bonds 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 Warrants and/or Convertible Bonds, whether by way of banker's draft or cashier's order accompanying the WEWAF, ARE and/or by way of application through Electronic Application through an ATM of the Participating Banks, which the Applicant has authorised or is deemed to be authorised to be applied towards the payment in respect of his application.

- (7) The Applicant irrevocably requests and authorises the Company to:
 - (a) register or procure the registration of the Warrants and/or Convertible Bonds 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 acceptance/application monies, should his Electronic Application for Warrants, Convertible Bonds or excess Warrants or excess Convertible Bonds not be accepted, by automatically crediting the Applicant's bank account with his Participating Bank with the relevant amount within 14 days after the Closing Date; and
 - (c) return 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 excess Warrants and/or excess Convertible Bonds be accepted in part only, by automatically crediting the Applicant's bank account with his Participating Bank with the relevant amount within 14 days after the Closing Date.
- (8) **BY MAKING AN ELECTRONIC APPLICATION, THE APPLICANT CONFIRMS THAT HE IS NOT ACCEPTING/APPLYING FOR THE WARRANTS AS NOMINEE OF ANY OTHER PERSON.**
- (9) The Applicant irrevocably agrees and acknowledges that his Electronic Application is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, fires, acts of God, mistakes, losses and theft (in each case whether or not within the control of the Company, CDP or the Participating Banks), and any other events beyond the control of the Company, CDP or the Participating Banks and if, in any such event, our Company, CDP or the Participating Banks do not record or receive the Applicant's Electronic Application, or data relating to the Applicant's Electronic Application or the tape containing such data is lost, corrupted, destroyed or not otherwise accessible, whether wholly or partially for whatever reason, the Applicant shall be deemed **not** to have made an Electronic Application and the Applicant shall have no claim whatsoever against the Company, CDP or the Participating Banks for the purported acceptance of the Warrants and/or Convertible Bonds accepted and (if applicable) excess Warrants and/or excess Convertible Bonds 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 11 February 2015** or such other time as the Directors may, in their absolute discretion, decide (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 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 acceptance/application monies will be refunded in S\$ (without interest or any share of revenue or other benefit arising there from) to the Applicant by being automatically credited to the Applicant's bank account with the relevant Participating Bank within 14 days after the Closing Date. An Electronic Application may also be accepted in part, in which case the balance amount of application monies will be refunded.
- (15) In consideration of the Company arranging for the Electronic Application facility and agreeing to close the Warrants Issue and Convertible Bonds Issue at **9.30 p.m. on 11 February 2015** (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 Authority);
 - (b) his Electronic Application, the acceptance by the Company and the contract resulting there from shall be governed by and construed in accordance with the laws of Singapore and he irrevocably submits to the exclusive jurisdiction of the Singapore courts;
 - (c) none of the Company, CDP or the Participating Banks shall be liable for any delay, failure or inaccuracy 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 Warrants and/or Convertible Bonds or acceptance of his application for excess Warrants and/or excess Convertible Bonds;
 - (e) in respect of the Warrants and/or Convertible Bonds 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 right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such contracts. Notwithstanding any term contained in this Offer Information Statement or the Electronic Application, the consent of any third party is not required for any subsequent agreement by the relevant parties to amend or vary (including any release or compromise of liability) or terminate such contracts. Where the third parties are conferred rights under such contracts, those rights are not assignable or transferable.
- (16) The Applicant should ensure that his personal particulars as recorded by both CDP and the relevant Participating Banks are correct and identical. Otherwise, his Electronic Application may be liable to be rejected. The Applicant should promptly inform CDP of any change in his address, failing which the notification letter on successful allotment and/or other correspondence will be sent to his address last registered with CDP.
- (17) The existence of a trust will not be recognised. Any Electronic Application by a trustee must be made in his own name and without qualification. The Company will reject any application by any person acting as nominee.
- (18) In the event that the Applicant accepts or subscribes for the provisionally allotted Warrants and/or Convertible Bonds or (if applicable) applies for excess Warrants and/or excess Convertible Bonds, as the case may be, by way of WEWAF, WAF, ARE or ARS or by way of Electronic Application through the ATMs, the provisionally allotted Warrants, Convertible Bonds, excess Warrants and/or

excess Convertible Bonds will be allotted in such manner as the Company or CDP may, in their absolute discretion, deem fit and the amount paid on acceptance and (if applicable) application or the surplus application monies, as the case may be, will be refunded without interest or any share of revenue or other benefit arising there from within 14 days after the Closing Date by any one (1) or a combination of the following:

- (a) by means of a crossed cheque sent by ordinary post at his own risk to his mailing address as maintained with CDP or in such other manner as he may have agreed with CDP for the payment of any cash distributions if he accepts and (if applicable) applies through CDP; and/or
 - (b) crediting the Applicant's bank account with the Participating Bank at his own risk if he accepts and (if applicable) applies through an ATM.
- (19) The Applicant acknowledges that, in determining the total number of Warrants and/or Convertible Bonds represented by the provisional allotment of Warrants and/or Convertible Bonds which he can validly accept, CDP and the Company are entitled and the Applicant authorises the Company and CDP to take into consideration:
- (a) the total number of Warrants and/or Convertible Bonds represented by the provisional allotment of Warrants and/or Convertible Bonds that the Applicant has validly accepted, whether under the WEWAF(s), WAF(s), ARE(s) and/or ARS(s) or any other form of application (including Electronic Application) for the Warrants and Convertible Bonds;
 - (b) the total number of Warrants and/or Convertible Bonds represented by the provisional allotment of Warrants and/or Convertible Bonds 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 Warrants and/or Convertible Bonds represented by the provisional allotment of Warrants and/or Convertible Bonds which has been disposed of by the Applicant.

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

- (20) The Applicant irrevocably requests and authorises the Company and/or CDP to accept instructions from the Participating Bank through whom the Electronic Application is made in respect of the provisional allotment of Warrants and/or Convertible Bonds accepted by the Applicant and (if applicable) the excess Warrants and/or excess Convertible Bonds which the Applicant has applied for.
- (21) With regard to any application which does not conform strictly to the instructions set out under this Offer Information Statement, the PAL, the WEWAF, the WAF, the ARE, the ARS and/or other application form for the Warrants and/or Convertible Bonds in relation to the Warrants Issue and the Convertible Bonds Issue or which does not comply with the instructions for Electronic Application or with the terms and conditions of this Offer Information Statement, or in the case of an application by the PAL, the WEWAF, the WAF, the ARE, the ARS and/or any other application form for the Warrants and/or Convertible Bonds in relation to the Warrants Issue and the Convertible Bonds Issue which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly or insufficiently drawn remittance, or where the "Free Balance of the Applicant's securities account is not credited with or is credited with less than the number of Warrants and/or Convertible Bonds subscribed as at the last date and time for acceptance, excess application and payment for the Warrants and/or Convertible Bonds, the Company and/or CDP 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
- (22) The Company and CDP shall be entitled to process each application submitted for the acceptance of Warrants and/or Convertible Bonds, and where applicable, application of excess Warrants and/or excess Convertible Bonds in relation to the Warrants Issue and/or the Convertible Bonds 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 Warrants and/or excess Convertible Bonds.

APPENDIX E: LIST OF PARTICIPATING BANKS

Participating Banks for Electronic Applications through an ATM:

- DBS Bank Ltd. (including POSB)
- Oversea-Chinese Banking Corporation Limited
- United Overseas Bank Limited and its subsidiary, Far Eastern Bank Limited

This Offer Information Statement is dated this 26th day of January 2015.

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 Warrants Issue, the Convertible Bonds 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 such sources and/or reproduced in this Offer Information Statement in its proper form and context.

For and on behalf of **JOYAS INTERNATIONAL HOLDINGS LIMITED**

LAU CHOR BENG, PETER

CHEUNG WAI HUNG, DANNY

KWOK CHIN PHANG

ONG CHOR WEI

CHEUNG KING KWOK

LIM SIANG KAI