

BLUMONT GROUP LTD.

(Company Registration No.: 199302554G)

(Incorporated in the Republic of Singapore)

US\$30,000,000 LOAN FACILITY FROM WINTERCREST ADVISORS LLC - SUPPLEMENTAL AGREEMENT

1. INTRODUCTION

The board of directors of Blumont Group Ltd. (博诺有限公司) (the “**Company**”) (the “**Board of Blumont**”) refers to its previous announcement dated 24 December 2013 in relation to the Company’s entry into a facility agreement (the “**Facility Agreement**”) with Wintercrest Advisors LLC (“**Wintercrest**”) under which Wintercrest shall make available a loan facility of up to US\$30,000,000 in principal amount (the “**Facility**”) to the Company on the terms and conditions of the Facility Agreement (the “**Previous Announcement**”). Unless otherwise defined, all capitalised terms used in this announcement have the same meanings as ascribed to them in the Previous Announcement.

The Board wishes to announce that the Company has, on 29 May 2014, entered into a supplemental agreement (the “**Supplemental Agreement**”) with Wintercrest to amend and supplement the Facility Agreement.

2. PRINCIPAL AMENDMENTS TO THE FACILITY PURSUANT TO THE SUPPLEMENTAL AGREEMENT

The principal amendments to the Facility pursuant to the Supplemental Agreement are set out below.

(a) Principal Amount and Permitted Drawing

The total principal amount of the Facility has been reduced from US\$30,000,000 to US\$23,500,000. The Company had previously drawn down an aggregate amount of US\$13,500,000 under the original terms of the Facility, leaving a balance amount of US\$10,000,000 (the “**Permitted Drawing**”) permitted to be drawn upon under the Facility (as amended pursuant to the Supplemental Agreement).

(b) Proceeds

The proceeds of the Permitted Drawing are to be applied towards the following:

- (i) for payment to Azarga Resources Limited, Celsius Coal Limited (ASX:CLA), and Merlin Diamonds Limited (ASX: MED) in respect of various investments made by the Company in them (please refer to the Company’s previous announcements for more details on these investments);
- (ii) for funding other investments by the Company in the mineral, oil and gas sector; and
- (iii) for general working capital purposes.

(c) Extension of Maturity Date

The Maturity Date has been extended from the date falling six (6) months from the date of the

first drawdown under the Facility to 15 March 2015 or such other later date as Wintercrest, in its sole discretion, may agree to.

(d) Interest

The interest rate has been changed to 12% per annum from 10% per annum, such increased interest rate to be applied to the loan outstanding as and from the first drawdown date under the Supplemental Agreement. Interest accrued under the Facility will now be paid on the Maturity Date instead of on a monthly basis.

(e) Security

As security for the Company's obligations under the Facility Agreement (as amended by the Supplemental Agreement), the Company has charged or will be charging in favour of Wintercrest, in addition to the securities charged under the initial security arrangement pursuant to the Facility Agreement:

- (i) all investments owned by the Company in any company whose principal activities consist of exploration for or extraction of minerals, oil or gas (which shall exclude any company that purely provides services or equipment to other companies engaged in such activities) (including the Company's shares in Merlin Diamonds Limited and Genesis Resources Limited (ASX: GES) after the conclusion of the respective takeover bid periods);
- (ii) the Company's shares in Blumont Copper Pte. Ltd.;
- (iii) the Company's bank accounts; and
- (iv) all monetary claims owing to the Company by Blumont Copper Pte. Ltd., Powerlite Ventures Limited, Celsius Coal Limited, and Cokal Limited.

(f) Fees

The Company shall pay Wintercrest: (i) an extension fee of 5% of the amount drawn down under the drawdown notice, (ii) an administration fee of 1.0% of the aggregate principal amount outstanding under the Facility for each calendar month, commencing as of the month of the first drawdown date under the Supplemental Agreement, in replacement of the administration fee of 0.5% of the aggregate principal amount outstanding under the Facility for each calendar month, as required under the Facility Agreement, and (iii) a cancellation fee of 5% of the amount cancelled under the original Facility (as described in Section 2(a) above of this announcement) and a cancellation fee of 5% of any amount not drawn down under the Permitted Drawing. The Company shall also continue to pay to the Arranger an arranger fee of 4% of each drawing.

As the total facility amount has been reduced to US\$23,500,000, the drawdown fee of 5% of the total facility amount that has previously paid by the Company to Wintercrest shall accordingly be reduced and the excess of US\$325,000 applied to set-off the fees payable under the Supplemental Agreement.

By Order of the Board
Blumont Group Ltd.

James Hong Gee Ho
Director
30 May 2014