PLATO CAPITAL LIMITED
(Company Registration No. 199907443M)
(Incorporated in Singapore)

## COMPLETION OF SUBSCRIPTION AND ISSUE OF 0.5% REDEEMABLE CONVERTIBLE UNSECURED LOAN STOCKS DUE 2021, EACH WITH A PRINCIPAL AMOUNT OF S$100,000 AND AMOUNTING IN AGGREGATE TO A PRINCIPAL AMOUNT OF S$10,000,000

Reference is made to the Company's announcements of:

(a) 25 February 2016 and 19 April 2016 in relation to, *inter alia*, the proposed issue by Plato Capital Limited (the "**Company**") to Mr Lim Kian Onn ("**Mr LKO**") of 0.5% redeemable convertible unsecured loan stocks due 2021 ("**RCULS**"), each with a principal amount of S$100,000 and amounting in aggregate to a principal amount of S$10,000,000 in accordance with the terms and conditions of the RCULS subscription agreement dated 19 April 2016 between the Company and Mr LKO ("**RCULS Subscription Agreement**");

(b) 4 May 2016 in relation to the despatch of the circular to the Shareholders dated 5 May 2016 in relation to, *inter alia*, the proposed issue of the RCULS ("**Circular**");

(c) 9 May 2016 in relation to, *inter alia*, the receipt of the listing and quotation notice ("**LQN**") for the listing and quotation of up to 78,846,152 new Shares arising from the conversion of (i) the RCULS and (ii) the Interest accrued in connection with the RCULS ("**Conversion Shares**"); and

(d) 20 May 2016 in relation to, *inter alia*, the approval obtained from Shareholders at the extraordinary general meeting of the Company held on 20 May 2016 for the Company to issue the RCULS to Mr LKO.

Unless otherwise defined, all capitalised terms used herein shall have the meanings ascribed in the aforesaid Circular.

Following the fulfilment of the conditions precedent under the RCULS Subscription Agreement, Mr LKO has today completed his subscription of, and the Company has accordingly issued, the RCULS.

Shareholders should note that the LQN is not to be taken as an indication of the merits of, *inter alia*, the Conversion Shares, the Company, its subsidiaries and their securities.

BY ORDER OF THE BOARD
PLATO CAPITAL LIMITED

Oh Teik Khim
Executive Director
27 May 2016

*This Announcement has been prepared by the Company and its contents have been reviewed by the Company's sponsor, PrimePartners Corporate Finance Pte. Ltd. (the "Sponsor") for compliance with*

*the Singapore Exchange Securities Trading Limited (the "SGX-ST") Listing Manual Section B: Rules of Catalist. The Sponsor has not verified the contents of this Announcement.*

*This Announcement has not been examined or approved by the SGX-ST. The Sponsor and the SGX-ST assume no responsibility for the contents of this Announcement, including the accuracy, completeness or correctness of any of the information, statements or opinions made or reports contained in this Announcement.*

*The contact person for the Sponsor is Ms Keng Yeng Pheng, Associate Director, Continuing Sponsorship, at 16 Collyer Quay, #10-00 Income at Raffles, Singapore 049318, telephone (65) 6229 8088.*

## DISCLOSURE NOTICE

**Disclosure pursuant to Compliance with Note 2 on Section 2 of Appendix 1 of the Singapore Code on Take-overs and Mergers**

1. On 27 May 2016, Plato Capital Limited ("**Company**") had issued to Mr Lim Kian Onn, a director and controlling shareholder of the Company ("**Mr LKO**") 0.5% redeemable convertible unsecured loan stocks due 2021 ("**RCULS**"), each with a principal amount of S$100,000 and amounting in aggregate to a principal amount of S$10,000,000 in accordance with the terms and conditions of the RCULS Subscription Agreement dated 19 April 2016 between the Company and Mr LKO ("**RCULS Subscription Agreement**").

RCULS

2. The RCULS may be converted into, validly allotted and issued, fully-paid and unencumbered ordinary shares in the share capital of the Company ("**Shares**"), at the option of Mr LKO, at any time, from and including the respective dates on which they are issued and registered in accordance with the RCULS Subscription Agreement up to the close of business on the day falling one month prior to the Maturity Date ("**Conversion Period**"). "**Maturity Date**" means 60 months from the date of issue of the RCULS.

3. The RCULS will bear interest at the rate of 0.5% per annum on the principal amount of the RCULS ("**Interest**"). Interest shall accrue on a daily basis (without compounding) and is payable on the Maturity Date. Each RCULS shall cease to bear Interest (a) on conversion into Shares (without prejudice to Interest accrued prior to the conversion date), or (b) from the due date for redemption hereof.

4. The Interest may, at the discretion of Mr LKO, be satisfied fully either in (i) cash or (ii) through the issue and allotment of Shares ("**Interest Shares**") by the Company at the discretion of Mr LKO.

5. If Mr LKO elects to receive cash in satisfaction of the Interest, the Interest (including interest on converted and unconverted RCULS) shall only be payable on the Maturity Date.

6. If Mr LKO elects to receive Shares in lieu of cash in satisfaction of the Interest accrued on any RCULS (i) in the case of any RCULS which is to be converted prior to the Maturity Date, such election must be notified to the Company in a conversion notice and (ii) in all other cases, such election shall be notified to the Company by no later than the expiry of the Conversion Period.

7. The price at which each Share shall be issued upon conversion of the RCULS or the Interest is S$0.13 ("**Conversion Price**"). The Conversion Price will be subject to adjustments under certain circumstances in accordance with the terms and conditions of the RCULS.

8. The number of Shares to which Mr LKO is entitled on conversion of any RCULS ("**Conversion Shares**") or Interest shall be determined by dividing the aggregate principal amount of the RCULS or Interest (as the case may be) to be converted by the Conversion Price.

Details of the Whitewash Waiver

9. The Securities Industry Council ("**SIC**") had ruled that Mr LKO will incur an obligation to make a general offer under Rule 14 of the Singapore Code on Take-overs and Mergers ("**Code**") by reason of the acquisition of the Conversion Shares and/or the Interest Shares and waived the obligation for Mr LKO to make a mandatory general offer under Rule 14 of the Code as a result of acquisition of the Conversion Shares and/or the Interest Shares pursuant to the terms of the RCULS ("**Whitewash Waiver**"), subject to *inter alia*, (a) a majority of holders of voting rights of the Company approve at a general meeting, before the issue of the RCULS to Mr LKO, the whitewash resolution by way of poll to waive their rights to receive a general offer from Mr LKO ("**Whitewash Resolution**") and (b) Mr LKO, Ms Quek Siow Leng ("**Ms QSL**"), Ms Lim Kian Fah ("**Ms LKF**") and Mr Lim Khiang Wee and parties acting in concert with them ("**Relevant Parties**") and parties not independent of them abstain from voting on the Whitewash Resolution.

10. The Whitewash Waiver may be invalidated if there are any purchases of voting rights by the Relevant Parties prior to the acquisition of the Conversion Shares and/or Interest Shares pursuant to the terms of the RCULS ("**Condition**"), save that:

    (a) (i) notwithstanding the Condition, the Relevant Parties (including without limitation Mr LKO, Mr Gareth Lim and Ms LKF) may acquire Shares pursuant to the Plato Employee Share Option Scheme 2016 ("**Plato ESOS 2016**") and/or the Plato Performance Share Plan 2016 ("**Plato PSP 2016**") after the Whitewash Resolution is approved, provided that only new Shares are acquired while the Whitewash Waiver remains valid; and (ii) the Whitewash Waiver will only apply to the conversion of such number of Conversion Shares and/or Interest Shares that, when added to the acquisition of new Shares pursuant to the Plato ESOS 2016 and/or the Plato PSP 2016, do not exceed the total number of Conversion Shares and/or Interest Shares originally approved by the Shareholders in respect of the Whitewash Resolution; and

    (b) notwithstanding the Condition, Mr LKO is free to purchase any number of existing Shares after he holds over 49% of the voting rights of the Company as a result of the acquisition of Conversion Shares and/or Interest Shares on the terms of the RCULS and the acquisition of new Shares pursuant to the Plato ESOS 2016 and/or the Plato PSP 2016. However, if Mr LKO's interest in the Company subsequently falls below 49% for any reason following such purchase, he will not be able to rely on the Whitewash Waiver for any further acquisition of Shares that triggers an obligation to make a general offer under Rule 14 of the Code; and

11. Prior to the issue of the RCULS, Shareholders independent of Relevant Parties had, at an extraordinary general meeting of the Company held on 20 May 2016, passed an Ordinary Resolution waiving their rights to receive a mandatory general offer from Mr LKO, in the event an obligation to extend such an offer is incurred pursuant to Rule 14 of the Code, as a result of the acquisition of the Conversion Shares and/or the Interest Shares pursuant to the terms of the RCULS ("**Whitewash Resolution**").

12. The acquisition of the Conversion Shares and/or the Interest Shares pursuant to the terms of the RCULS must be completed within five (5) years of the date of issue of the RCULS. Accordingly, the Whitewash Waiver is valid from 27 May 2016 to 26 May 2021. Further details of the RCULS and the Whitewash Waiver are set out in the Company's circular dated 5 May 2016.

Holdings and Interests of the Relevant Parties

13. As at 27 May 2016 ("**LPD**") (being the latest practicable date prior to the disclosure), the Relevant Parties collectively hold or are interested in the following:

    (a) 83,270,535 Shares, representing approximately 50.33 per cent. of all the Shares in issue as at the LPD; and

    (b) convertibles comprising 85,050,578 Shares (including the RCULS, share options and share awards granted by the Company).

14. Save as disclosed above, none of the Relevant Parties holds any voting rights in the Company or instruments convertible into, rights to subscribe for and options in respect of the Shares as at the LPD.

Maximum Potential Interests of the Relevant Parties

15. The Relevant Parties would have a maximum potential interest of 66.36 per cent. in the Company's issued enlarged share capital of 244,297,496 Shares assuming that: (a) Mr LKO exercises and converts all the RCULS and the entire Interest (at the prevailing Conversion Price and assuming no adjustments thereto); and (b) no other holders of either (i) instruments convertible into Shares, (ii) rights to subscribe for Shares or (iii) options in respect of Shares, exercise, subscribe or convert such instruments, rights or options, if any or as the case may be.

16. The Relevant Parties would have a maximum potential interest of 67.19 per cent. in the Company's issued enlarged share capital of 250,501,922 Shares assuming that: (a) Mr LKO exercises and converts

all the RCULS and the entire Interest (at the prevailing Conversion Price and assuming no adjustments thereto); (b) all the Shares comprised under the options and share awards granted under the Plato ESOS 2016 and Plato PSP 2016 (assuming no adjustments thereto) are allotted and issued to the Relevant Parties; (c) no other holders of either (i) instruments convertible into Shares, (ii) rights to subscribe for Shares or (iii) options in respect of Shares, exercise, subscribe or convert such instruments, rights or options, if any or as the case may be.

CAUTIONARY STATEMENT

SHAREHOLDERS SHOULD NOTE THAT, HAVING APPROVED THE WHITEWASH RESOLUTION, SHAREHOLDERS HAVE WAIVED THEIR RIGHTS TO RECEIVE A GENERAL OFFER FROM MR LKO AT THE HIGHEST PRICE PAID BY THE RELEVANT PARTIES FOR SHARES IN THE PAST SIX MONTHS PRECEDING THE COMMENCEMENT OF THE OFFER.

SHAREHOLDERS SHOULD ALSO NOTE THAT, HAVING APPROVED THE WHITEWASH RESOLUTION, SHAREHOLDERS COULD BE FORGOING THE OPPORTUNITY TO RECEIVE A GENERAL OFFER FROM ANOTHER PERSON WHO MAY BE DISCOURAGED FROM MAKING A GENERAL OFFER IN VIEW OF THE POTENTIAL DILUTION EFFECT OF THE RCULS.