CIRCULAR DATED 27 MAY 2015

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

If you have sold or transferred all your issued and fully paid up ordinary shares in the capital of Blumont Group Ltd. (the "**Company**") represented by physical share certificate(s), you should immediately forward this Circular and the enclosed notice of Extraordinary General Meeting and Proxy Form to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.

Your attention is drawn to Section 10 of this Circular in respect of actions to be taken if you wish to attend and vote at the Extraordinary General Meeting.

The Singapore Exchange Securities Trading Limited ("**SGX-ST**") assumes no responsibility for the correctness of any of the statements or opinions made or reports contained in this Circular. Approval in principle has been obtained from the SGX-ST for the listing of and quotation for the Rights Shares (as defined herein), the Warrants (as defined herein) and the Warrant Shares (as defined herein) pursuant to the Rights cum Warrants Issue (as defined herein). The approval in-principle of the SGX-ST is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Warrants Shares, the Company and/or its subsidiaries.

Pursuant to the Listing Manual, the SGX-ST normally requires a sufficient spread of holdings to provide an orderly market in the securities and as a guide, the SGX-ST expects at least 100 warrantholders for a class of company warrants. Shareholders should note that in the event permission is not granted by the SGX-ST for the listing and quotation of the Warrants on the SGX-ST due to an inadequate spread of holdings to provide for an orderly market in the trading of the Warrants, Warrantholders will not be able to trade their Warrants on the SGX-ST but the Company shall, nevertheless, proceed with and complete the Rights cum Warrants Issue in such event.

BLUMONT

博诺有限公司

BLUMONT GROUP LTD.

(Company Registration Number: 199302554G)
(Incorporated in the Republic of Singapore)

CIRCULAR TO SHAREHOLDERS
IN RELATION TO

THE PROPOSED RENOUNCEABLE NON-UNDERWRITTEN RIGHTS ISSUE OF UP TO 2,866,149,999 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY (THE "RIGHTS SHARES") AT THE ISSUE PRICE OF S$0.01 FOR EACH RIGHTS SHARE, AND UP TO 2,866,149,999 FREE DETACHABLE WARRANTS (THE "WARRANTS"), WITH EACH WARRANT CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) NEW ORDINARY SHARE IN THE CAPITAL OF THE COMPANY (THE "WARRANT SHARE") AT THE EXERCISE PRICE OF S$0.012 FOR EACH WARRANT SHARE, ON THE BASIS OF ONE (1) RIGHTS SHARE FOR EVERY ONE (1) EXISTING ORDINARY SHARE HELD BY ENTITLED SHAREHOLDERS (AS DEFINED HEREIN) AS AT THE BOOKS CLOSURE DATE (AS DEFINED HEREIN), AND ONE (1) FREE DETACHABLE WARRANT FOR EVERY ONE (1) RIGHTS SHARE SUBSCRIBED, FRACTIONAL ENTITLEMENTS TO BE DISREGARDED (THE "RIGHTS CUM WARRANTS ISSUE")

IMPORTANT DATES AND TIMES

Last date and time for lodgement of Proxy Form	:	9 June 2015 at 10.00 a.m.
Date and time of Extraordinary General Meeting	:	11 June 2015 at 10.00 a.m.
Place of Extraordinary General Meeting	:	Level 2 Room Nautica III, Republic of Singapore Yacht Club, 52 West Coast Ferry Road, Singapore 126887.

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DEFINITIONS

In this Circular, the following definitions shall apply throughout unless the context otherwise requires or otherwise stated:

"ARE"	:	Application and acceptance form for Rights Shares and Warrants and excess Rights Shares and Warrants to be issued to Entitled Depositors in respect of the provisional allotments of Rights Shares and Warrants under the Rights cum Warrants Issue.
"ARS"	:	Application and acceptance form for Rights Shares and Warrants to be issued to purchasers in respect of the provisional allotments of Rights Shares and Warrants under the Rights cum Warrants Issue traded on the SGX-ST through the book-entry (scripless) settlement system.
"Board"	:	The board of directors of the Company as at the date of this Circular.
"Books Closure Date"	:	The time and date to be determined by the Directors at and on which the Register of Members and the share transfer books of the Company will be closed to determine the provisional allotments of the Entitled Shareholders under the Rights cum Warrants Issue.
"CDP"	:	The Central Depository (Pte) Limited.
"Circular"	:	This Circular to Shareholders dated 27 May 2015.
"Closing Date"	:	The time and date to be determined by the Directors, being the last time and date for acceptance and/or excess application and payment, and renunciation and payment of, the Rights Shares and Warrants under the Rights cum Warrants Issue.
"Code"	:	The Singapore Code of Takeovers and Mergers, as amended or modified from time to time.
"Companies Act"	:	The Companies Act, Chapter 50 of Singapore, as amended or modified from time to time.
"Company"	:	Blumont Group Ltd.
"CPF"	:	Central Provident Fund.
"Deed Poll"	:	The deed poll to be executed by the Company constituting the Warrants and containing, *inter alia*, provisions for the protection of the rights and interests of the Warrantholders.
"Directors"	:	The directors of the Company as at the date of this Circular.
"EGM"	:	The extraordinary general meeting of the Company to be held on 11 June 2015 at 10.00 a.m., notice of which is set out on pages 41 to 43 of this Circular.

"Entitled Depositors"	:	Shareholders with Shares standing to the credit of their Securities Accounts and whose registered addresses with the CDP 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 CDP with addresses in Singapore for the service of notices and documents.
"Entitled Scripholders"	:	Shareholders: (a) whose share certificates are not deposited with the CDP 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 Registrar with addresses in Singapore for the service of notices and documents or persons; or (b) who have, tendered to the Share Registrar of the Company in Singapore, valid transfers of their Shares and the certificates covering those Shares for registration by the Share Registrar by 5.00 p.m. on 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 Registrar with addresses in Singapore for the service of notices and documents or persons.
"Entitled Shareholders"	:	Entitled Depositors and Entitled Scripholders.
"EPS"	:	Earnings per Share.
"Exercise Period"	:	The period during which the Warrants may be exercised commencing on and including the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the third (3rd) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members is closed or is not a Market Day, in which event the Warrants shall expire on the date prior to the closure of the Register of Members or on the immediately preceding Market Day, as the case may be, (but excluding such period(s) during which the Register of Warrantholders may be closed), subject to the terms and conditions of the Warrants to be set out in the Deed Poll. The Warrants which have not been exercised after the date of expiry shall lapse and cease to be valid.
"Exercise Price"	:	The sum payable in respect of each Warrant Share for which the Warrantholder will be entitled to subscribe upon the exercise of a Warrant which shall be S$0.012, subject to certain adjustments in accordance with terms and conditions of the Warrants to be set out in the Deed Poll.
"Foreign Shareholders"	:	Shareholders with registered addresses outside Singapore as at the Books Closure Date and who have not, at least five (5) Market Days prior to the Books Closure Date, provided to CDP or the Company c/o the Share Registrar, as the case may be, addresses in Singapore for the service of notices and documents.

"FRS"	:	Singapore Financial Reporting Standards
"FY2012"	:	The financial year ended 31 December 2012
"FY2013"	:	The financial year ended 31 December 2013
"FY2014"	:	The financial year ended 31 December 2014
"Group"	:	The Company and its subsidiaries.
"Issue Price"	:	The issue price of the Rights Shares, being S$0.01 for each Rights Share.
"Latest Practicable Date"	:	The latest practicable date prior to the printing of this Circular, being 18 May 2015.
"Listing Manual"	:	The listing manual of the SGX-ST, as may be amended, varied or supplemented from time to time.
"Market Day"	:	A day on which the SGX-ST is open for securities trading.
"MAS"	:	The Monetary Authority of Singapore.
"Maximum Subscription"	:	Has the meaning ascribed to it in Section 2.6 of this Circular.
"NTA"	:	Net tangible assets.
"Offer Information Statement"	:	The offer information statement referred to in Section 277 of the SFA, together with the PAL, the ARE, the ARS and all other accompanying documents, to be issued by the Company in connection with the Rights cum Warrants Issue.
"Proposed Participating Banks"	:	The Proposed Participating Banks include but are not limited to United Overseas Bank Limited and its subsidiary, Far Eastern Bank Limited, Oversea-Chinese Banking Corporation, and each of them a "**Proposed Participating Bank**", subject to a duly executed appointment letter entered into between the Company and each Proposed Participating Bank.
"PAL"	:	The provisional allotment letter to be issued to Entitled Scripholders, setting out the provisional allotment of Rights Shares and Warrants under the Rights Cum Warrants Issue.
"Proxy Form"	:	The proxy form in respect of the EGM enclosed in this Circular.
"Record Date"	:	In relation to any dividends, rights, allotments or other distributions, 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 Share Registrar of the Company or the CDP, as the case may be, in order to participate in such dividends, rights, allotments or other distributions.
"Register of Members"	:	The register of members of the Company.
"Register of Warrantholders"	:	The register of Warrantholders of the Company.

"Rights cum Warrants Issue"	:	The proposed renounceable non-underwritten rights issue by the Company of up to 2,866,149,999 Rights Shares at the Issue Price, and up to 2,866,149,999 free detachable Warrants, with each Warrant carrying the right to subscribe for one (1) Warrant Share at the Exercise Price for each Warrant Share, on the basis of one (1) Rights Share for every one (1) existing Share held by the Entitled Shareholders as at the Books Closure Date, and one (1) free detachable Warrant for every one (1) Rights Share subscribed, fractional entitlements to be disregarded.
"Rights Shares"	:	Up to 2,866,149,999 new Shares to be allotted and issued by the Company pursuant to the Rights cum Warrants Issue.
"Rights Shares and Warrants"	:	Up to 2,866,149,999 Rights Shares with up to 2,866,149,999 Warrants to be allotted and issued by the Company.
"Securities Account"	:	A securities account maintained by a Depositor with CDP but does not include a securities sub-account maintained with a Depository Agent.
"SFA"	:	The Securities and Futures Act, Chapter 289 of Singapore, as amended or modified from time to time.
"SGXNET"	:	The SGXNET Corporate Announcement System.
"SGX-ST"	:	Singapore Exchange Securities Trading Limited.
"Shares"	:	Ordinary shares in the capital of the Company.
"Shareholders"		Registered holders of Shares, except that where CDP is the registered holder, the term "Shareholders", shall in relation to such Shares and where the context admits, mean Depositors in the Depository Register maintained by CDP whose Securities Accounts are credited with Shares.
"Share Registrar"	:	Intertrust Singapore Corporate Services Pte. Ltd.
"Substantial Shareholder"	:	A person who has an interest (directly or indirectly) of 5% or more of the total issued voting shares of the Company.
"Warrantholders"	:	Registered holders of Warrants, except that where CDP is the registered holder, the term "Warrantholders", shall in relation to such Warrants, mean the Entitled Depositors whose Securities Accounts are credited with such Warrants.
"Warrant Agent"	:	B.A.C.S. Private Limited.
"Warrants"	:	Up to 2,866,149,999 free detachable warrants in registered form to be issued by the Company together with the Rights Shares pursuant to the Rights cum Warrants Issue, and (where the context so admits) such additional warrants as may be required or permitted to be issued by the Company pursuant to the terms and conditions of the warrants to be set out in the Deed Poll (any such additional warrants to rank *pari passu* with the warrants to be issued together with the Rights Shares and for all purposes to form part of the same series of warrants constituted by the Deed Poll), subject to the terms and conditions to be set out in the Deed Poll, each warrant entitling the holder thereof to subscribe for one (1) Warrant Share at the Exercise Price, subject to the terms and conditions to be set out in the Deed Poll.

"Warrant Shares"	:	Up to 2,866,149,999 new Shares to be allotted and issued by the Company upon the exercise of the Warrants subject to and in accordance with the terms and conditions of the Warrants to be set out in the Deed Poll.
"A$" and "A$ Cents"	:	Dollars and cents, respectively of the currency of Australia.
"S$" and "cents"	:	Dollars and cents, respectively of the currency of Singapore.
"US$" and "U$ Cents"	:	Dollars and cents, respectively of the currency of the United States of America.
"%" or "per cent."	:	Percentage or per centum.

The expressions "**Depositor**", "**Depository Agent**" and "**Depository Register**" shall have the meanings ascribed to them respectively in Section 130A of the Companies Act. The term "**subsidiary**" has the meaning ascribed to it in Section 5 of 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. References to persons shall include corporations.

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act, the SFA or any statutory modification thereof and used in this Circular shall, where applicable, have the meaning ascribed to it under the Companies Act, the SFA or any statutory modification as the case may be.

Any reference to a time of a day in this Circular is a reference to Singapore time.

Any discrepancies in the tables included herein between the amounts therein and the totals thereof are due to rounding. Accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

BLUMONT GROUP LTD.

(Company Registration Number: 199302554G)
(Incorporated in the Republic of Singapore)

LETTER TO SHAREHOLDERS

Board of Directors:

Ng Kim Huatt	Executive Director
Lim Huan Kim	Lead Independent Director
Farhash Wafa Salvador	Independent Non-Executive Director
Aris Muhammad Rizal	Independent Non-Executive Director
Tan Gim Kang	Independent Non-Executive Director

Registered Office:

298 Tiong Bahru Road
#11-03
Central Plaza
Singapore 168730

27 May 2015

To: The Shareholders of Blumont Group Ltd.

Dear Sir/Madam

THE PROPOSED RENOUNCEABLE NON-UNDERWRITTEN RIGHTS ISSUE OF UP TO 2,866,149,999 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY (THE "RIGHTS SHARES") AT THE ISSUE PRICE OF S$0.01 FOR EACH RIGHTS SHARE, AND UP TO 2,866,149,999 FREE DETACHABLE WARRANTS (THE "WARRANTS"), WITH EACH WARRANT CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) NEW ORDINARY SHARE IN THE CAPITAL OF THE COMPANY (THE "WARRANT SHARE") AT THE EXERCISE PRICE OF S$0.012 FOR EACH WARRANT SHARE, ON THE BASIS OF ONE (1) RIGHTS SHARE FOR EVERY ONE (1) EXISTING ORDINARY SHARE HELD BY ENTITLED SHAREHOLDERS (AS DEFINED HEREIN) AS AT THE BOOKS CLOSURE DATE (AS DEFINED HEREIN), AND ONE (1) FREE DETACHABLE WARRANT FOR EVERY ONE (1) RIGHTS SHARE SUBSCRIBED, FRACTIONAL ENTITLEMENTS TO BE DISREGARDED (THE "RIGHTS CUM WARRANTS ISSUE")

1. INTRODUCTION

On 18 March 2015, the Company announced the Rights cum Warrants Issue, subject to, *inter alia*:

(a) the receipt of an approval in-principle of the SGX-ST for the listing of and quotation for the Rights Shares, the Warrants, the Warrant Shares on the Mainboard of the SGX-ST;

(b) the approval of the Shareholders for the Rights cum Warrants Issue at the EGM to be convened; and

(c) the lodgment of the Offer Information Statement, together with all other accompanying documents (if applicable), with the MAS.

Subsequently, on 31 March 2015, the Company updated the Shareholders on the issue size of the Rights cum Warrants Issue.

On 15 May 2015, the SGX-ST granted approval in-principle for the listing and quotation for the Rights Shares, the Warrants, the Warrant Shares on the Mainboard of the SGX-ST, subject to the conditions set out in Section 2.4 of this Circular.

Shareholders should note that the in-principle approval by the SGX-ST is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Warrant Shares, the Company and/or its subsidiaries. The SGX-ST assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Circular.

The purpose of this Circular is to provide Shareholders with information relating to the Rights cum Shares Issue and to seek Shareholders' approval for the proposed ordinary resolution set out in the notice of EGM on pages 41 to 43 of this Circular.

2. THE RIGHTS CUM WARRANTS ISSUE

2.1 Basis of the Rights cum Warrants Issue

The Rights cum Warrants Issue is proposed to be made on a renounceable non-underwritten basis, with up to 2,866,149,999 Rights Shares being issued at the Issue Price for each Rights Share, and up to 2,866,149,999 free detachable Warrants, with each Warrant carrying the right to subscribe for one (1) Warrant Share at the Exercise Price, on the basis of one (1) Rights Share for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, and one (1) free detachable Warrant for every one (1) Rights Share subscribed being allotted, fractional entitlements to be disregarded.

The Rights Shares are payable in full upon acceptance and/or application. The Rights Shares, when allotted and issued, will rank *pari passu* in all respects with the then existing Shares for any dividends, rights, allotments or other distributions, the Record Date for which precedes the date of issue of the Rights Shares.

Based on the existing issued share capital of the Company of 2,866,149,999 Shares as at the Latest Practicable Date and assuming that the Rights cum Warrants Issue is fully subscribed, up to 2,866,149,999 Rights Shares and 2,866,149,999 Warrants may be issued. Upon the allotment and issuance of the Rights Shares, the Company will have an issued share capital comprising 5,732,299,998 Shares. If all Warrants issued are exercised into Warrant Shares, the Company will have an issued share capital comprising 8,598,449,997 Shares.

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

Fractional entitlements to any Rights Shares and Warrants will be disregarded and will, together with the provisional allotments which are not taken up or allotted for any reason, be aggregated and used to satisfy excess applications (if any), or disposed of or otherwise dealt with in such a manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company.

In the allotment of excess Rights Shares and Warrants, preference will be given to the rounding of odd lots, and Directors and substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue or have representation (direct or indirect through a nominee) on the Board will rank last in priority.

Provisional allotments of the Rights Shares and Warrants which would otherwise have been made to Foreign Shareholders will be dealt with in the manner set out in Section 2.5.2 of this Circular.

Depending on the level of subscription for the Rights Shares and Warrants, the Company will, if necessary, scale down the subscription for the Rights Shares and Warrants and/or application for excess Rights Shares and Warrants by any Shareholder to avoid placing the relevant Shareholder in the position of incurring a mandatory general offer obligation under the Code as a result of other Shareholders not taking up their Rights Shares and Warrants entitlement fully.

2.2 Principal Terms of the Rights Shares

The principal terms of the Rights Shares are as follows:

Number of Rights Shares	:	Up to 2,866,149,999 Rights Shares (with up to 2,866,149,999 Warrants) to be allotted and issued.
Basis of Provisional Allotment	:	One (1) Rights Share for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, and one (1) free detachable Warrant for every one (1) Rights Shares subscribed, fractional entitlements to be disregarded.
Issue Price	:	S$0.01
Status of the Rights Shares	:	The Rights Shares, when allotted and issued, will rank *pari passu* in all respects with the then existing Shares for any dividends, rights, allotments or other distributions, the Record Date for which precedes the date of issue of the Rights Shares.
Listing of the Rights Shares	:	The approval in-principle for the listing of and quotation for up to 2,866,149,999 Rights Shares on the Mainboard of the SGX-ST has been granted by the SGX-ST on 15 May 2015 subject to conditions set out in Section 2.4 of this Circular. The in-principle approval by the SGX-ST is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Warrant Shares, the Company and/or its subsidiaries.
Trading of the Rights Shares	:	Upon the listing of and quotation for the Rights Shares on the Mainboard of the SGX-ST, the Rights Shares will be traded on the Mainboard of the SGX-ST under the book-entry (scripless) settlement system. For the purposes of trading on the Mainboard of the SGX-ST, each board lot of Shares will comprise a hundred (100) Shares.
Option to Scale Down	:	Depending on the level of subscription for the Rights Shares and Warrants, the Company will, if necessary, scale down the subscription and/or application for excess Rights Shares and Warrants by any Shareholder to avoid placing the relevant Shareholder in the position of incurring a mandatory general offer obligation under the Code as a result of other Shareholders not taking up their Rights Shares entitlement fully.
Acceptance, Excess Application and Payment Procedures	:	Entitled Shareholders will be at liberty to accept (in full or in part), decline or otherwise renounce or trade their provisional allotments of Rights Shares and Warrants in excess of their provisional allotments under the Rights cum Warrants Issue. Provisional allotments of Rights Shares and Warrants which are not taken up or allotted for any reason shall be aggregated and used to satisfy excess applications (if any), or disposed of or otherwise dealt with in such a manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company.

In the allotment of excess Rights Shares and Warrants, preference will be given to the rounding of odd lots, and Directors and substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue or have representation (direct or indirect through a nominee) on the Board will rank last in priority.

The procedures for acceptance, excess application and payment by Entitled Shareholders will be set out in the Offer Information Statement, together with all other accompanying documents (if applicable).

Use of CPF Funds : Members under the CPF Investment Scheme – Ordinary Account may use their CPF Ordinary Account savings (subject to the availability of investible savings) ("**CPF Funds**") for the payment of the Issue Price to subscribe for their provisional allotments of Rights Shares and Warrants and/or apply for excess Rights Shares and Warrants.

Such members who wish to accept the provisional allotments of Rights Shares and Warrants (if applicable) apply for excess Rights Shares and Warrants using CPF Funds will need to instruct their respective approved banks, where they hold their CPF Investment Accounts, to accept and (if applicable) apply for the Rights Shares and Warrants on their behalf in accordance with the terms and conditions of the Offer Information Statement. CPF Funds may not, however, be used for the purchase of the provisional allotments of the Rights Shares and Warrants directly from the market.

Governing law : Laws of the Republic of Singapore.

2.3 Principal Terms of the Warrants

The principal terms of the Warrants are as follows:

Number of Warrants : Up to 2,866,149,999 Warrants will be issued free together with the Rights Shares subscribed.

Basis of Provisional Allotment : One (1) free detachable Warrant for every one (1) Rights Share subscribed, fractional entitlements to be disregarded.

Detachability and Trading : The Warrants are immediately detachable from the Rights Shares on issue and will be issued in registered form and will be listed and traded separately on the SGX-ST under the book-entry (scripless) settlement system upon the listing of and quotation for the Warrants on the Mainboard of the SGX-ST, subject to, *inter alia*, there being an adequate spreading holdings of the Warrants to provide for an orderly market for the trading of the Warrants.

Listing of the Warrants	:	The approval in-principle for the listing of and quotation for up to 2,866,149,999 Warrants on the Mainboard of the SGX-ST has been granted by the SGX-ST on 15 May 2015 subject to conditions set out in Section 2.4 of this Circular. The in-principle approval by the SGX-ST is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Warrant Shares, the Company and/or its subsidiaries.
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 to be set out in the Deed Poll, each Warrant shall entitle the Warrantholder, at any time during the Exercise Period, to subscribe for one (1) Warrant Share at the Exercise Price in force on the relevant exercise date.
Exercise Price	:	S$0.012 for each Warrant Share, subject to certain adjustments in accordance with the terms and conditions of the Warrants to be set out in the Deed Poll.
Exercise Period	:	The period during which the Warrants may be exercised commencing on and including the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the third (3rd) anniversary of the date of the issue of the Warrants, unless such date is a date on which the Register of Members is closed or is not a Market Day, in which event the Warrants shall expire on the date prior to the closure of the Register of Members or on the immediately preceding Market Day, as the case may be (but excluding such period(s) during which the Register of Warrantholders may be closed), subject to the terms and conditions of the Warrants to be set out in the Deed Poll. The Warrants which have not been exercised after the date of expiry shall lapse and cease to be valid.
End of Exercise Period Notification	:	The Company shall, not later than one (1) month before the expiry of the Exercise Period, give notice to the Warrantholders in accordance with the conditions set out in the Deed Poll and an announcement will be made. In particular, the Company shall take reasonable steps to notify the Warrantholders in writing of the expiry of the Exercise Period and such notice shall be delivered by post to the addresses of the Warrantholders as recorded in the register to be maintained by the Warrant Agent or in the case of Warrantholders whose Warrants are registered in the name of the Central Depository (Pte) Limited, their addresses as shown in the records of the same.
Mode of Payment for Exercise of Warrants	:	Warrantholders who exercise their Warrants must pay the Exercise Price by way of: (a) a remittance in Singapore currency by banker's draft or cashier's order drawn on a bank operating in Singapore in favour of the Company; or

(b) subject to the Warrants being listed on the Mainboard of the SGX-ST, by debiting the relevant Warrantholder's CPF Investment Account (as defined in the Deed Poll) with the specified CPF Approved Bank (as defined in the Deed Poll) for the credit of the Designated Account (as defined in the Deed Poll); or

(c) subject to the Warrants being listed on the Mainboard of the SGX-ST, partly in the form of remittance and/or partly by debiting such Warrantholder's CPF Investment Account with the CPF Approved Bank for the credit of the Designated Account.

Adjustments : The Exercise Price and/or the number of Warrants to be held by each Warrantholder will, after their issue, be subject to adjustments under certain circumstances which will be set forth in the Deed Poll. Such circumstances relate to the (i) consolidation, subdivision, or conversion of Shares; (ii) issue by the Company of Shares credited as fully paid-up by way of capitalisation of profits or reserves; (iii) a capital distribution made by the Company to Shareholders whether on a reduction of capital or otherwise; (iv) an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights or bonus issue of company warrants; or (v) an issue of Shares by the Company, if the total effective consideration for each Share is less than ninety percent of the current market price for each Share. Please refer to the Appendix for the provisions which the Company will use to determine adjustments of the Exercise Price and/or number of Warrants.

Any additional Warrants issued pursuant to such adjustments shall rank *pari passu* with the Warrants issued under the Rights cum Warrants Issue and will for all purposes form part of the same series. Any such adjustments shall (unless otherwise provided for under the rules of the SGX-ST from time to time) be announced by the Company on SGXNET.

Number of Warrant Shares : In the event all the 2,866,149,999 Warrants are exercised and assuming that there are no adjustments to the number of Warrants, 2,866,149,999 Warrant Shares will be allotted and issued by the Company subject to and in accordance with the terms and conditions of the Warrants to be set out in the Deed Poll.

Status of Warrant Shares : The Warrant Shares arising from the exercise of the Warrants will, upon their 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 date of issue of the Warrant Shares.

Modification of Rights of Warrantholders	:	The Company may, without the consent of the Warrantholders but in accordance with the terms and conditions of the Deed Poll, effect any modification to the terms and conditions 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 Warrant Shares arising from the exercise thereof or meetings of Warrantholders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the Mainboard of the SGX-ST. Any such modification shall be binding on the Warrantholders 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 Warranholders in accordance with the terms and conditions of the Warrants as set out in the Deed Poll as soon as practicable thereafter. Without prejudice to any provision of the Deed Poll, any material alteration to the terms and conditions of the Warrants after the issue thereof to the advantage of the Warrantholders and/or prejudicial to Shareholders must be approved by Shareholders in general meeting, except where the alterations are made pursuant to the terms and conditions of the Warrants as set out in the Deed Poll. Other than changes permitted as set out above, the Company may not change the Exercise Price of an existing Warrant or change the exercise ratio of an existing Warrant. For the avoidance of doubt, the Company may not extend the Exercise Period of an existing Warrant or issue a new Warrant to replace an existing Warrant.
Transfer and Transmission	:	The Warrants shall be transferable in lots entitling the Warrantholders to subscribe for whole numbers of Warrant Shares. A Warrant may only be transferred in the manner prescribed in the terms and conditions of the Warrants to be set out in the Deed Poll, including, *inter alia*, the following: (a) Warrants not registered in the name of CDP – a Warrantholder whose Warrants are registered otherwise than in the name of CDP (the "**Transferor**") shall lodge, during normal business hours on any Market Day at the specified office of the Warrant Agent, the Transferor's Warrant certificate(s)

together with a transfer form (the "**Transfer Form**"), duly completed and signed by and 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 Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to CDP. A Transferor shall be deemed to remain a Warrantholder of the Warrants until the name of the transferee is entered in the Register of Warrantholdes by the Warrant Agent;

(b) Deceased Warrantholders – the executors or administrators of a deceased Warrantholder whose Warrants are registered otherwise than in the name of CDP (not being one of several joint holders) or, if the registered holder of the Warrants is CDP, of a deceased Depositor and, in the case of the death of one or more of several joint Warrantholders, the survivor or survivors of such joint holders shall be the only persons recognised by the Company as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall be entitled to be registered as Warrantholders and/or to make such transfer(s) as the deceased Warrantholder is entitled to make, upon the production by such persons to the Company and the Warrant Agent of such evidence as may be reasonably required by the Company to prove their title and on payment of the fees and expenses set out in the Deed Poll; and

(c) Warrants registered in the name of CDP – where the Warrants are registered in the name of CDP and the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by CDP by way of book-entry. 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 : Where there is a members' voluntary winding-up of the Company (other than a winding-up for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement), the Warrantholders may elect to be treated as if they had immediately prior to the commencement of such winding-up exercised the Warrants and had on such date been the holders of the Warrant Shares to which they would have become entitled to pursuant to such exercise. The Company shall give notice to the Warrantholders in accordance with the terms and conditions to be set out in the Deed Poll of the passing of any such resolution seven (7) days after the passing thereof.

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 for the winding-up of the Company shall lapse and cease to be valid for any purpose.

Further Issues	:	Subject to the terms and conditions of the Warrants to be set out in the Deed Poll, the Company shall be at liberty to allot and issue Shares to Shareholders either for cash or as a bonus distribution and further subscription rights upon such terms and conditions as the Company sees fit. Such terms and conditions relate to adjustments to be made to the Exercise Price and the number of Warrants held by each Warrantholder in the event such further issues result in such an adjustment. Please refer to the section on "**Adjustment**" above for the circumstances under which the Exercise Price and the number of Warrants will be adjusted owing to a further issue of Shares by the Company. However, the Warrantholders shall not have any participation rights in any such issues of Shares by the Company unless otherwise resolved by the Company in general meeting.
Warrant Agent	:	B.A.C.S. Private Limited.
Governing Law	:	Laws of the Republic of Singapore.

The above terms and conditions of the Rights cum Warrants Issue are subject to such changes as the Directors may deem fit. The final terms and conditions of the Rights cum Warrants Shares will be set out in the Offer Information Statement to be despatched to Entitled Shareholders in due course, subject to, *inter alia*, the approval of the Shareholders for the Rights cum Warrants Issue at the EGM.

2.4 Conditions for the Rights Cum Warrants Issue

The Rights cum Warrants Issue is subject to, *inter alia*, the following:

(a) the approval of the Shareholders for the Rights cum Warrants Issue at the EGM to be convened;

(b) the receipt of an approval-in-principle from the SGX-ST for the listing of and quotation of the Rights Shares, Warrants and the Warrants Shares upon their issue on the Official List of the SGX-ST; and

(c) the lodgment by the Company of the Offer Information Statement, together with all other accompanying documents (if applicable), with the MAS.

On 15 May 2015, the SGX-ST granted approval in-principle for the listing and quotation for the Rights Shares, the Warrants, the Warrant Shares on the Mainboard of the SGX-ST, subject to, *inter alia*, the following conditions:

(a) Compliance with SGX-ST's listing requirements;

(b) Shareholders' approval for the Rights cum Warrants Issue;

(c) A written undertaking from the Company that it will comply with Listing Rules 704(30), 815 and 1207(20) in relation to the use of the proceeds from the Rights cum Warrants Issue and from the exercise of the Warrants and where proceeds are to be used for working capital purposes, the Company will disclose a breakdown with specific details on the use of proceeds for working capital in the Company's announcements on use of proceeds and in the annual report;

(d) A written undertaking from the Company that it will comply with the confirmation given under Listing Rule 877(10) with regards to the allotment of any excess Rights Shares;

(e) A written confirmation from the Company that there is a satisfactory spread of warrant holders to provide an orderly market for the warrants in compliance with Listing Rule 826;

(f) A written confirmation from the Company that the terms of the warrant issue do not permit revision of the exercise price/ratio in any form, other than in compliance with Listing Rule 829(1); and

(g) A written undertaking from the Company that Listing Rules 820, 830 and 831 will be complied with.

The in-principle approval by the SGX-ST is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Warrant Shares, the Company and/or its subsidiaries. The SGX-ST assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Circular.

2.5 Eligibility of Shareholders to participate in the Rights cum Warrants Issue

2.5.1 Entitled Shareholders

Entitled Shareholders will be entitled to participate in the Rights cum Warrants Issue and to receive the Offer Information together with the AREs or PALs, as the case may be, and the accompanying documents at their respective Singapore addresses. Entitled Depositors who do not receive the Offer Information Statement and the AREs may obtain them from the CDP during the period up to the Closing Date. Entitled Scripholders who do not receive the 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 Rights Shares and Warrants on the basis of their shareholdings as at the Books Closure Date. They are at liberty to accept (in full or in part), decline or otherwise renounce or trade on the Mainboard of the SGX-ST, during the provisional allotment trading period prescribed by the SGX-ST and are eligible to apply for additional Rights Shares and Warrants in excess of their provisional allotments under the Rights cum Warrants Issue.

Entitled Depositors, who wish to accept their provisional allotments of Rights Shares and Warrants and (if applicable) apply for excess Rights Shares and Warrants, may only do so through CDP. Full details of the Rights cum Warrants Issue, including an indicative timetable of the key events, will be set out in the Offer Information Statement to be despatched to the Entitled Shareholders in due course.

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

(a) Entitled Depositors

Entitled Depositors should note that all correspondences and notices will be sent to their last registered addresses with CDP. Entitled Depositors are reminded that any request to effect any change in address must reach CDP not later than five (5) Market Days before the Books Closure Date.

(b) Entitled Scripholders

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

2.5.2 Foreign Shareholders

The Offer Information Statement and its accompanying documents have not been and will not be registered or filed in any jurisdiction other than Singapore. The distribution of the Offer Information Statement and its accompanying documents may be prohibited or restricted (either absolutely or subject to various relevant securities requirements, whether legal or administrative, being 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 will not be despatched to Foreign Shareholders.

Foreign Shareholders will not be entitled to participate in Rights cum Warrants Issue. Accordingly, no provisional allotment of the Rights Shares and Warrants will be made to Foreign Shareholders and no purported acceptance thereof or application therefor by Foreign Shareholders will be valid.

The Offer Information Statement and its accompanying documents will also not be despatched to persons purchasing the provisional allotments of Rights Shares and Warrants through the book-entry (scripless) settlement system if their registered addresses with CDP are outside Singapore ("**Foreign Purchasers**"). Foreign Purchasers who wish to accept the provisional allotments of Rights Shares and Warrants credited to their Securities Account should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore.

The Company reserves the right to reject any acceptances of the Rights Shares and Warrants and/or applications for excess Rights Shares and Warrants where it believes, or has reason to believe, that such acceptances and/or applications may violate the applicable legislation of any jurisdiction. The Company further reserves the right to treat as invalid or to decline to register such application or purported application which (a) appears to the Company or its agent to have been executed in any jurisdiction outside Singapore which may violate the applicable legislation of such jurisdiction, (b) provides an address outside Singapore for the receipt of the share certificate(s) or which requires the Company to despatch the share certificate(s) for the Rights Shares and Warrants to an address in any jurisdiction outside Singapore or (c) purports to exclude any deemed representation or warranty.

If practicable to do so, arrangements may, at the discretion of the Company, be made for the provisional allotments of Rights Shares and Warrants which would otherwise have been provisionally allotted to Foreign Shareholders to be sold "nil-paid" on the Mainboard of the SGX-ST as soon as practicable, after dealings in the provisional allotments of Rights Shares and Warrants commence. Such sales may, however, only be effected if the Company, in its absolute discretion, determines that a premium can be obtained from such sales, after taking into account expenses to be incurred in relation thereto.

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 entered against their names in the Depository Register as at the Books Closure Date and sent to them by means of crossed cheque drawn on a bank in Singapore sent 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 at their own risk, provided that where the amount of new proceeds to be distributed to a single Foreign Shareholder is less than S$10.00, the Company will be entitled to deal with such net proceeds as the Directors may, in their absolute discretion, deem fit in the interests of the Company and no Foreign Shareholder shall have any claim whatsoever against the Company or CDP in connection therewith.

Where such provisional allotments of Rights Shares and Warrants 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 or CDP in respect of such sales or proceeds thereof, the provisional allotment of Rights Shares and Warrants or the Rights Shares and Warrants represented by such provisional allotment.

If such provisional allotments cannot be 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 Rights Shares and Warrants, the Rights Shares and Warrants represented by such provisional allotments will be allotted and issued to satisfy excess applications 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 or CDP in connection therewith.

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

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

The procedures for, and terms and conditions applicable to, acceptance, renunciation and/or sale of the provisional allotment of the Rights Shares and Warrants and for excess application for the Rights Shares and Warrants pursuant to the Rights cum Warrants Issue will be set out in the Offer Information Statement and its accompanying documents to be despatched by the Company to the Entitled Shareholders in due course.

2.6 Rationale for the Rights cum Warrants Issue

The Company is undertaking the Rights cum Warrants Issue to strengthen its balance sheet and financial position. The Rights Cum Warrants Issue will also provide Shareholders with an opportunity to further participate in the equity of the Company. The net proceeds received from the issuance of the Rights Shares (without taking into account the proceeds from the exercise of the Warrants) will be used (as announced on 18 March 2015) partially repay its creditor, Wintercrest Advisors LLC, in respect of loans granted to the Company.

The Company believes that the Issue Price of S$0.01 and the Exercise Price of S$0.012 are attractive and in the opinion of the Directors, there is no minimum amount that must be raised from the Rights cum Warrants Issue, taking into account the intended use of proceeds as set out below.

Assuming that all the Rights Shares and Warrants are fully subscribed ("**Maximum Subscription**"), the estimated net proceeds from the Rights cum Warrants Issue, after deducting the estimated professional fees and related expenses of the Rights cum Warrants Issue, will amount to approximately S$28.56 million.

In the Maximum Subscription scenario, an amount equal to approximately S$0.10 million of the gross proceeds received will be applied towards the professional fees and related expenses.

As stated above, the Company intends to use the net proceeds from the Proposed Rights cum Warrants Issue in the following proportion:

(a) 70% of the net proceeds to be used to make partial repayment in respect of the Wintercrest Facility, of which the total amount owed by the Company in respect of the same as at the Latest Practicable Date was S$35.12 million; and

(b) 30% of the net proceeds to be used for working capital purposes.

Pending the deployment of the new proceeds from the Rights cum Warrants Issue for the purposes stated, the net proceeds will be held on deposit or used for other purposes on a short-term basis as the Directors may, in their absolute discretion, deem fit in the interests of the Company.

The Company will make periodic announcements on the utilisation of such proceeds of the Rights cum Warrants Issue as and when they are materially disbursed and provide a status report on the use of such proceeds in the Company's annual report.

In view of the savings in costs by the Company in respect of no underwriting fees, the Company has decided to proceed with the Rights cum Warrants Issue on a non-underwritten basis.

2.7 Books Closure Date

Subject to the Shareholders' approval of the Rights cum Warrants Issue at the EGM, the Books Closure Date for the purpose of determining the Entitled Shareholders' entitlements under the Rights cum Warrants Issue will be announced at a later date.

3. FINANCIAL INFORMATION OF THE GROUP

3.1 Income Statement

The audited consolidated income statements of the Group for FY2012, FY2013 and FY2014 are set out below:

	Audited FY2012 S$'000	**Audited FY2013 S$'000**	**Audited FY2014 S$'000**
Profit/(Loss) for the year attributable to:			
Equity holders of the Company	27,717	(70,815)	(66,856)
Non-controlling interests	470	(553)	619
	28,187	**(71,368)**	**(66,236)**
Total comprehensive income/(loss) for the year attributable to:			
Equity holders of the Company	27,185	(69,879)	(69,420)
Non-controlling interests	247	(929)	598
	27,432	**(70,808)**	**(68,822)**
Dividends per share	-	-	-
Earnings/(Loss) per Share			
– Basic (cents)	1.93	(2.32)	(2.58)
Weighted average number of Shares ('000)	1,434,117	3,046,192	2,592,331
Earnings/(Loss) per Share after the Proposed Genesis Acquisition			
– Basic (cents)	1.74	(2.21)	(2.43)
Weighted average number of Shares ('000)	1,590,879	3,202,954	2,749,093

A review of the operations, business and financial performance of the Group is set out below:

FY2014 versus FY2013

The Group's revenue for FY2014 was S$3.60 million, was S$7,000 or 0.01% lower than that for FY2013 of S$3.60 million. Sterilisation segment remained the largest contributor to the Group's revenue with 94% (S$3.40 million) and followed by property segment with 6% (S$0.20 million) in FY2014 (FY2013: 71% (S$2.55 million) and 29% (S$1.06 million), respectively).

The net other losses was S$6.93 million for FY2014 (FY2013: S$63.39 million), mainly comprise: (a) net unrealised fair value losses on financial assets, at fair value through profit or loss of S$4.65 million for FY2014 as compared to a net unrealised fair value losses S$64.09 million for FY2013. The reported unrealised fair value (losses)/gains arose from the mark-to-market adjustment of the value of the quoted financial assets, at fair value through profit or loss generating the revaluation (losses)/gains based on market bid prices on the securities held. The quoted financial assets, at fair value through profit or loss comprised of a portfolio of equity investments in companies listed on the Singapore Exchange and Bursa Malaysia; (b) net losses on disposal of financial assets, at fair value through profit or loss of S$4.26 million for FY2014 as compared to FY2013 was net losses of S$0.70 million; and (c) interest income of S$1.75 million for FY2014 (FY2013: S$0.65

million), mainly derived from (i) interest on convertible notes and loan facility of S$1.67 million for FY2014 (FY2013: S$0.54 million); and (ii) bank balances of S$0.08 million for FY2014 (FY2013: S$0.03 million).

Total expenses increased by S$40.99 million, from S$21.42 million in FY2013 to S$62.41 million in FY2014. This was primarily due to: (a) impairment losses on financial assets, available-for-sale of S$18.65 million in FY2014 (FY2013: S$10.02 million) pertains to impairment losses recognised due to "significant" and "prolonged" decline in the fair value in FY2014 of the equity investments, classified as financial assets, available-for-sale, (b) Re-measurement loss on acquisition of associate of S$21.01 million (FY2013: Nil); (c) share of loss on investment in associate of S$1.46 million (FY2013: Nil) and (d) impairment loss on investment in associate of S$4.35 million (FY2013: Nil).

Income tax expense was S$0.50 million for FY2014 (FY2013: income tax credit of S$9.84 million). Income tax credit of S$9.84 million recorded in FY2013 was mainly due to reversal of deferred tax liabilities of S$10.00 million in FY2013 on the effect of deferred tax liabilities recognised in the investment holding segment on the fair value gains associated with quoted financial assets. No additional provision of current income tax payable and deferred tax liability on the effect of deferred tax liabilities recognised on the fair value gains associated with financial assets, at fair value through profit or loss accounted for in accordance with FRS 12 Income Taxes in FY2014 respectively.

FY2013 versus FY2012

The Group's revenue for FY2013 decreased by S$0.79 million or 18% to S$3.60 million from S$4.40 million in FY2012. Property business and sterilisation business fell by 31% to $1.05 million and 11% to S$2.55 million respectively. Sterilisation business segment remained the largest contributor to revenue with 71% and followed by property segment with 29% in FY2013 (FY2012: 65% and 35%).

The other net losses was S$63.39 million in FY2013 as compared to other net gains of S$35.48 million in FY2012, respectively. In FY2013, other net losses mainly comprise of non-recurring: (i) unrealised net losses of S$64.09 million in FY2013 (2012: net gains of S$33.81 million) for financial assets designated as fair value through profit or loss at initial recognition in investment holding segment. The reported unrealised fair value (losses)/gains arose from the mark-to-market adjustment of the value of the quoted financial assets, at fair value through profit or loss generating the revaluation (losses)/gains based on market bid prices on the securities held. The quoted financial assets, at fair value through profit or loss comprised of a portfolio of equities investments in companies listed on the Singapore Exchange and Bursa Malaysia; and (ii) non-recurring net losses on the realised disposal of financial assets, at fair value through profit or loss amounted to S$0.70 million in FY2013 (FY2012: S$1.24 million net gains).

Total expenses increased by S$15.50 million, from S$5.92 million in FY2012 to S$21.42 million in FY2013. This increase was primarily due to impairment losses on financial assets, available-for-sale of S$10.02 million in FY2013 (FY2012: S$Nil) in the mineral and energy resources segment was recognised due to significant decline in fair value of the financial assets, available-for-sale of more than 20% or prolonged decline in the fair value of the financial assets, available-for-sale between 6 to 12 months from acquisition date, the impairment losses recognised as an expense are not reversed through profit or loss and any increase in fair value is recognised in other comprehensive income which is accounted for in accordance with FRS39 *Financial Instruments: Recognition and Measurement*.

Income tax credit of S$9.84 million recorded in FY2013 (FY2012: Income tax expense of S$5.77 million) was mainly due to the effect of reversal of deferred tax liabilities recognised in the investment holding segment of S$9.99 million on the unrealised fair value gains on financial assets, at fair value through profit or loss.

3.2 Balance Sheet

The audited balance sheets of the Group as at 31 December 2012, 31 December 2013 and 31 December 2014 are set out below:

	Audited 31 December 2012 S$'000	Audited 31 December 2013 S$'000	Audited 31 December 2014 S$'000
ASSETS			
Current assets			
Cash and bank balances	1,581	2,534	3,959
Financial assets, at fair value through profit or loss	100,386	18,389	7,880
Trade and other receivables	6,078	1,645	1,479
Other current assets	123	225	400
Development properties	6,712	5,630	5,425
Assets held for sale	460	2,003	-
	115,339	**30,427**	**19,143**
Non-current assets			
Investment in associate	-	-	7,607
Investment properties	4,377	1,658	2,305
Financial assets, available-for-sale	-	52,441	13,150
Derivative financial assets	-	533	6
Property and equipment	3,327	2,613	2,636
Other non-current assets	3	2	2
Deferred tax assets	103	87	119
	7,810	**57,333**	**25,825**
Total Assets	**123,149**	**87,760**	**44,968**
LIABILITIES			
Current liabilities			
Trade and other payables	6,935	6,389	7,151
Borrowings	593	3,740	28,192
Current income tax liabilities	429	93	265
	7,957	**10,222**	**35,608**
Non-current liabilities			
Employee compensation	610	391	502
Borrowings	264	208	133
Deferred tax liabilities	10,017	28	28
	10,891	**628**	**663**
Total Liabilities	**18,848**	**10,850**	**36,271**
Net Assets	**104,301**	**76,910**	**8,698**
EQUITY			
Capital and reserves attributable to owners of the Company			
Share capital	55,509	99,042	100,174
Reserves	(1,589)	(832)	(4,856)
Retained earnings/(accumulated losses)	46,831	(23,922)	(90,802)
	100,750	**74,288**	**4,515**
Non-controlling interests	3,551	2,622	4,183
Total Equity	**104,301**	**76,910**	**8,698**

A review of the financial positions of the Group for the relevant periods is set out below:

FY2014 versus FY2013

The cash and bank balances increased by S$1.43 million from S$2.53 million as at 31 December 2013 to S$3.96 million as at 31 December 2014. The cash and bank balances was mainly attributed to the balance on utilisation of the net proceeds from the disposal of financial assets, at fair value through profit or loss of the investment holding segment, disposal of the investment property from the property segment and cash inflow generated from sterilisation segment.

Financial assets, at fair value through profit or loss decreased by S$10.51 million or 57% from S$18.39 million as at 31 December 2013 to S$7.88 million as at 31 December 2014, mainly due to mark-to-market adjustment of quoted equity shares held with an additional net losses of S$4.65 million in FY2014. Financial assets, at fair value through profit or loss were stated at their fair value based on their quoted bid prices at the respective dates. During FY2014, the net disposal of financial assets, at fair value through profit or loss was S$5.86 million.

Trade and other receivables decreased by S$0.17 million from S$1.65 million as at 31 December 2013 to S$1.48 million as at 31 December 2014 was mainly due to decrease in interest receivables of S$0.30 million from S$0.55 million as at 31 December 2013 to S$0.25 million as at 31 December 2014 due to conversion of interest receivables on convertible notes into Azarga Resources Limited's ("**Azarga**") shares during the year. This was offset by increase in third party trade receivables of S$0.09 million (31 December 2014: S$0.40 million; 31 December 2013: S$0.31 million) and increase in other receivables of S$0.04 million (31 December 2014: S$0.83 million; 31 December 2013: S$0.79 million).

Other current assets increased by S$0.17 million from S$0.23 million as at 31 December 2013 to S$0.40 million as at 31 December 2014. The increase arose mainly from increase in deposit of legal fees of S$0.05 million, rental and electricity deposit for new office of S$0.07 million, one month advance rental for new office of S$0.02 million, prepaid directors and officers liability insurance of S$0.02 million.

Assets held for sale decreased by 100% or S$2.00 million from S$2.00 million as at 31 December 2013 to S$nil as at 31 December 2014. As at 31 December 2014, the remaining unsold assets held for sale was reclassed to investment properties in accordance with FRS105 *Non-current Assets Held for Sales and Discontinued Operation*.

Investment in associate pertains to newly acquired associate during the financial year ended 31 December 2014. As at 31 December 2014, the Group has investment in associate with a net carrying amount of S$7.61 million (31 December 2013: S$Nil).

The increase in investment property of 39% or S$0.65 million from S$1.66 million as at 31 December 2013 to S$2.31 million as at 31 December 2014 was mainly attributed to the reclassification of the remaining unsold asset held-for sale amounting to S$0.52 million and fair value gain of S$0.16 million.

Financial assets, available-for-sale includes quoted equity investments listed on Australian Securities Exchange, other unquoted equity investments, convertible notes and convertible loan facility. The decrease of S$39.29 million in financial assets, available-for-sale from S$52.44 million as at 31 December 2013 to S$13.15 million as at 31 December 2014 was mainly attributed to: (a) additional investment of S$2.86 million; (b) advancement of convertible notes of S$9.15 million and convertible loan facility of S$1.14 million; (d) conversion of convertible notes result in reclassification from interest payable of S$1.38 million and derivative assets of S$0.59 million to financial assets, available-for-sale; (e) net fair value losses of S$13.35 million; and (f) impairment losses of S$18.65 million recognised in statement of profit or loss.

Derivative financial assets of S$6,000 as at 31 December 2014 (31 December 2013: S$0.53 million) pertained to fair value of the equity component of the convertible notes issued by Celsius Coal Limited ("**Celsius**"). The decrease was mainly due to full conversion of convertible notes issued by Azarga during the year. Derivative financial assets were presented as non-current assets as the remaining maturity of the instruments are more than 12 months.

The increase in deferred tax assets of 37% or S$0.03 million from S$0.09 million as at 31 December 2013 to S$0.12 million as at 31 December 2014 was mainly pertaining to additional deferred tax assets provided for provision of S$0.03 million.

Trade and other payables of S$7.15 million as at 31 December 2014 (31 December 2013: S$6.39 million) mainly comprise of: (a) interest payable of S$2.66 million (31 December 2013: S$0.16 million), arose from interest expense incurred for Wintercrest Loan which first drawdown of loan was made in November 2013; (b) other payables of S$1.28 million (31 December 2013: S$0.37 million), the increase of S$0.91 million was mainly from payable to a third party for acquisition of quoted investment amounting to S$0.71 million from the investment holding segment and unbilled invoices amounting to S$0.20 million from the mineral and energy resources segment; and (c) accrued operating expenses of S$3.21 million (31 December 2013: S$0.86 million). During the year, shareholder loan had been fully repaid (31 December 2013: S$5.00 million).

Borrowings increased by S$24.38 million from S$3.95 million as at 31 December 2013 to S$28.33 million as at 31 December 2014 was mainly contributed by (a) additional Wintercrest Loan of S$21.31 million (US$17.00 million) drawn; and (b) amortisation of cost on draw down of Wintercrest Loan amounting to S$2.02 million to profit and loss and offset by additional S$0.30 million net capitalisation of cost on draw down in FY2014.

The increase in current income tax liabilities of 100% or S$0.17 million from S$0.09 million as at 31 December 2013 to S$0.27 million as at 31 December 2014 was mainly attributed to income tax provision during the year.

Employee compensation is provisions made for unfunded defined benefit plan covering substantially all of their eligible permanent employees in accordance with the Labour Law No. 13 Year 2004 of Indonesia. The increased by 28% or S$0.11 million from S$0.39 million as at 31 December 2013 to S$0.50 million as at 31 December 2014.

FY2013 versus FY2012

The increased in cash and cash equivalents by S$0.95 million or 60% from S$1.58 million as at 31 December 2012 to S$2.53 million as at 31 December 2013 was attributed to the unutilised balances from the net proceeds from Wintercrest Loan as at 31 December 2013. In FY2013, the Company received net proceeds from the rights issue of S$42.67 million completed in October 2013, which S$40.87 million was utilised for business expansion for the Group relating to mineral and energy resources segment and S$1.80 million was utilised for the Group's general working capital purposes. In addition, the Group also received net proceeds from Wintercrest Loan of S$3.67 million (or US$2.9 million) for the mineral and energy resources segment, whereby S$2.84 million (or A$2.50 million) was utilised for advance payment for investment in Resource Generation Limited and the balance of S$0.83 million was utilised for the Group's general working capital purposes.

Financial assets, at fair value through profit or loss was S$18.39 million as at 31 December 2013 (2012: S$100.39 million). The decrease in financial assets, at fair value through profit or loss mainly due to mark-to-market adjustment of quoted equity shares held with a net loss of S$64.09 million (2012: net gain of S$33.82 million). Financial assets, at fair value through profit or loss were stated at their fair values based on their quoted bid prices at the respective dates. In FY2013, the net disposal of financial assets, at value through profit or loss was S$17.82 million.

Trade and other receivables of S$1.65 million as at 31 December 2013 was S$4.43 million or 73% lower as compared to S$6.08 million as at 31 December 2012. Trade and other receivables as at 31 December 2013 mainly comprise of third party trade receivables of S$0.31 million (31 December 2012: S$1.84 million), interest receivable on convertible notes and loan facility of

S$0.55 million (31 December 2012: S$Nil) and other receivables of S$0.79 million (31 December 2012: S$4.24 million). Included as at 31 December 2012 was a deposit paid to three third parties in other receivables, which amounted to S$4.20 million for the purchase of marketable securities and was completed in February 2013.

Development properties decreased by S$1.08 million or 16% from S$6.71 million as at 31 December 2012 to S$5.63 million as at 31 December 2013 mainly due to the disposal of land at Falling Water, Pierce County. Assets held for sale as at 31 December 2013 of S$2.00 million (31 December 2012: S$0.46 million), comprised of 4 units (31 December 2012: 1 unit) of property at Clear Water Residence, Malaysia whereby subsequent to FY2013, two separate sale and purchase agreements signed for disposal for 2 units, deposit received for 1 unit and remaining 1 unit intended for sale.

Investment properties decreased by S$2.72 million or 62% from S$4.38 million as at 31 December 2012 to S$1.66 million as at 31 December 2013 due to disposal and transfer of 4 units of property at Clear Water Residence, Malaysia, as assets held for sale.

Financial assets, available-for-sale of S$52.44 million as at 31 December 2013 (31 December 2012: S$Nil) was mainly attributed to: (i) the long term investment in quoted securities listed on Australian Securities Exchange and other unquoted securities which were acquired by the Group in 2013 of S$32.13 million (31 December 2012: S$Nil), which net of impairment losses of S$10.02 million recognised in the profit or loss and mark-to-market fair value gains of S$1.66 million of these quoted financial assets which was classified under other comprehensive (loss)/income; (ii) The fair value of convertible notes: (a) to Celsius of S$2.71 million, convertible with a maturity period of 10 years at an interest rate of 12.5% per annum; and (b) to Azarga of S$14.75 million, convertible with a maturity period of 10 years at an interest rate of 10% per annum; and (iii) loan facility to Cokal Limited of S$3.16 million (or A$2.5 million) at an interest rate of 5% per annum, convertible with a maturity period of 3 years.

Derivative assets of S$0.53 million (31 December 2012: S$Nil) pertain to equity instruments of the fair value of the convertible notes to Celsius and Azarga in accordance with FRS 39 *Financial Instruments: Recognition and Measurement*.

The decrease in property and equipment of S$0.72 million or 21% from S$3.33 million as at 31 December 2012 to S$2.61 million as at 31 December 2013, was mainly due to the translation of foreign denominated assets in Malaysia Ringgit and Indonesian Rupiah to Singapore Dollars, this is in accordance with FRS 21 *The Effects of Changes in Foreign Exchange Rates*.

Borrowings increased by S$3.09 million from S$0.86 million as at 31 December 2012 to S$3.95 million was mainly contributed by the draw down of Wintercrest Loan of S$5.67 million (or US$4.5 million) which was entered with Wintercrest Advisors LLC on 24 December 2013 by the Group with a financing facility of up to US$30.00 million, at an interest rate of 10% per annum, repayable within 6 months. The borrowings as at 31 December 2012 amounted to S$0.51 million was fully repaid.

The current income tax liabilities of S$0.09 million as at 31 December 2013 (31 December 2012: S$0.43 million) was mainly attributed to the tax payable on realised gains on quoted financial assets, at fair value through profit or loss that were disposed in FY2013.

The deferred tax liabilities of S$0.03 million as at 31 December 2013 (31 December 2012: S$10.02 million) arose mainly due to reversal of deferred tax of S$9.99 million on the fair valuation gains on financial assets, at fair value through profit or loss, and is accounted for in accordance with FRS 12 *Income Taxes*.

3.3 Cash Flow

The audited consolidated cash flow statements of the Group for FY2012, FY2013 and FY2014 are set out below:

	Audited FY2012 S$'000	Audited FY2013 S$'000	Audited FY2014 S$'000
Cash flows from operating activities:			
Profit/(Loss) for the year	28,187	(81,206)	(65,739)
Operating cash flows before working capital changes	190	(4,595)	(13,962)
Net cash (used in)/generated from operating activities	**(5,022)**	**5,155**	**(10,509)**
Cash Flows from Investing Activities:			
Net cash used in investing activities	**(639)**	**(50,366)**	**(10,743)**
Cash Flows from Financing Activities:			
Net cash generated from financing activities	**6,545**	**46,419**	**22,613**
Net increase in cash and cash equivalents	**882**	**1,208**	**1,362**
Cash and cash equivalents at the beginning of the year	769	1,581	2,531
Effects of exchange rate changes on cash and cash equivalents	(70)	(258)	63
Cash and cash equivalents at the end of the year	**1,581**	**2,531**	**3,956**

A review of the statements of cash flows of the Group for the relevant periods is set out below:

Review of Cash Flow for FY2014

A review of the cash flow movements for the Group for FY2014 based on the audited consolidated statement of cash follow for FY2014 is set out below.

Net cash used in operating activities of S$(10.51) million was mainly derived from:

(a) operating cash flows before working capital changes of S$(13.96) million;

(b) cash flow changes from financial assets, at fair value through profit or loss of S$5.86 million;

(c) cash flow changes from receivables of S$(0.54) million;

(d) cash flow changes from payables of S$(1.58) million;

(e) cash flow changes from inventories and development properties of S$0.22 million; and

(f) income tax paid of S$(0.30) million.

Net cash used in investing activities of S$(10.74) million was mainly derived from investment in financial assets, available for sale of S$(11.98) million.

Net cash generated from financing activities of S$22.61 million was mainly attributed to net proceeds from borrowings of S$22.73 million.

Review of Cash Flow for FY2013

A review of the cash flow movements for the Group for FY2013 based on the audited consolidated statement of cash follow for FY2013 is set out below.

Net cash generated from operating activities of S$5.16 million was mainly derived from:

(a) operating cash flows changes of S$(4.60) million;

(b) cash flow changes from financial assets, at fair value through profit or loss of S$6.03 million;

(c) cash flow changes from receivables of S$(4.00) million;

(d) cash flow changes from payables of S$7.25 million;

(e) cash flow changes from inventories and development properties of S$1.03 million; and

(f) income tax paid of S$(0.57) million.

Net cash used in investing activities of S$(50.37) million was mainly derived from investment in financial assets, available for sale of S$(51.37) million offset by proceeds from disposal of investment properties and assets held for sale of S$1.02 million.

Net cash generated from financing activities of S$46.42 million was mainly attributed to net proceeds from issuance of ordinary shares of S$43.42 million and repayment of borrowings of S$3.67 million.

Review of Cash Flow for FY2012

A review of the cash flow movements for the Group for FY2012 based on the audited consolidated statement of cash follow for FY2012 is set out below.

Net cash used in operating activities of S$(5.02) million was mainly derived from:

(a) operating cash flows changes of S$0.19 million;

(b) cash flow changes from financial assets, at fair value through profit or loss of S$(6.86) million;

(c) cash flow changes from receivables of S$(3.88) million;

(d) cash flow changes from payables of S$4.39 million;

(e) cash flow changes from inventories and development properties of S$1.35 million; and

(f) income tax paid of S$(0.22) million.

Net cash used in investing activities of S$(0.64) million was mainly derived from purchase of property and equipment of S$(0.39) million and acquisition of investment properties of S$(0.45) million, offset by proceeds from disposal of property and equipment of S$0.17 million and interest received of S$0.03 million.

Net cash generated from financing activities of S$6.54 million was mainly attributed to proceeds from borrowings of S$2.92 million and net proceeds from issuance of ordinary shares of S$6.60 million offset by repayment of borrowings of S$(3.35) million and finance lease liabilities of S$(0.14) million.

3.4 Working Capital

The Working capital of the Group for FY2012, FY2013 and FY2014 are set out below:

	Audited FY2012 S$'000	Audited FY2013 S$'000	Audited FY2014 S$'000
Working capital	107,382	20,205	(16,465)

A review of the working capital of the Group for the relevant periods is set out below:

FY 2014

The Group had a negative working capital of S$16.47 million as at 31 December 2014 as compared to positive working capital of S$20.21 million as at 31 December 2013. The Company intends to fund its operation through the Group's internal resources, disposal of investments, borrowings and/or capital raising as and when required.

FY 2013

The Group has a positive working capital of S$20.21 million.

FY 2012

The Group has a positive working capital of S$107.38 million.

The Company has present funds which are sufficient to meet its obligations and continue to operate as a going concern.

4. FINANCIAL EFFECTS OF THE RIGHTS CUM WARRANTS ISSUE

For illustrative purposes only and based on the latest audited consolidated financial statement of the Group as at 31 December 2014, the financial effects on the Company and the Group based on the Maximum Subscription on a pro forma basis are set out below.

The pro forma analysis below has been prepared solely for illustrative purpose only and does not purport to be indicative or a projection or an estimate of the financial results and financial positions of the Company and the Group after the completion of the Rights cum Warrants Issue.

4.1 Share Capital

	Maximum Subscription	
	No. of Shares	S$'000
Before subscription^	2,866,149,999	103,936
Subscription	2,866,149,999	28,629
After subscription	5,732,299.998	132,565

^ *As at Latest Practicable Date*

4.2 NTA

	Maximum Subscription
Before subscription	8,698
Subscription	28,560
After subscription	37,258

4.3 EPS

	Maximum Subscription
Net loss attributable to equity holder of the Group (S$'000)	(66,925)
Weighted average number of ordinary shares	5,458,480,557
Loss per share (in cents)	(1.23)

4.4 GEARING

	Maximum Subscription
Gearing ratio	46%

5. INTERESTS OF DIRECTORS AND/OR SUBSTANTIAL SHAREHOLDERS

The interests of the Directors and Substantial Shareholders in the Shares, as at the Latest Practicable Date, as recorded in the Register of Directors' Shareholdings and the Register of Substantial Shareholdings are as follows:

	Direct Interest		Deemed Interest	
	No. of Shares	%	No. of Shares	%
Directors				
Ng Kim Huatt	-	-	-	-
Lim Huan Kim	1,700,000	0.06	-	-
Farhash Wafa Salvador	-	-	224,000	0.01
Aris Muhammad Rizal	-	-	-	-
Tan Gim Kang	-	-	-	-
Substantial Shareholders				
Goh Seh Kiat	301,428,208	10.52	589,000	0.02
IPCO International Limited	155,230,802	5.42	61,970,000	2.16
Clear Water Developments Sdn Bhd	-	-	180,000,000	6.28
Neo Kim Hock	125,548	*	183,164,819	6.39

**<0.01%*

Save as disclosed in this Circular, none of the Directors or Substantial Shareholders of the Company has any interests, direct or indirect, in the Rights cum Warrants Issue (other than through their respective shareholdings in the Company).

6. MATERIAL CONTRACTS

Save as disclosed herein and below, neither the Company nor any of its subsidiaries have entered into any material contract (not being contracts entered into in the ordinary course of business carried on or intended to be carried on by the Company or any of its Subsidiaries) during the two (2) years preceding the Latest Practicable Date:

(a) the conditional subscription agreement (the "**Celsius Subscription Agreement**") dated 6 February 2013 between the Company and Celsius Coal Limited ("**Celsius**") pursuant to which the Company subscribed for 227,272,727 new shares of Celsius at a price of A$0.022 for each new Celsius share amounting to A$5,000,000;

(b) the convertible note deed (the "**Celsius Convertible Note Deed**") between Celsius and the Company dated 6 February 2013, pursuant to which the Company would make available to Celsius a convertible note facility for the sum of up to A$5.0 million, convertible into

new shares in Celsius at a conversion price of the average of the 20 trading day volume weighted average share prices of ordinary shares in Celsius traded on the Australian Stock Exchange, subject to a floor price of A$0.025 per share and a cap of A$0.03 per share;

(c) the conditional placement offer letter between the Company and Cokal Limited ("**Cokal**") dated 5 July 2013 to subscribe for up to 60,057,034 new shares in Cokal at a placement price of A$0.16 for each new Cokal share, amounting to an aggregate consideration of A$9,609,125.44;

(d) the agreement between the Company, Alexander Molyneux and Pacific Advisers Pte Ltd dated 11 July 2013, to jointly make an investment in Prospect Resources Limited ("**Prospect**") by subscribing for 325,000,000 new shares in Prospect at a subscription price of A$0.012 through a newly incorporated entity;

(e) the conditional sale and purchase agreement between the Company and Lee Chai Huat dated 17 July 2013 for the proposed acquisition of 100 ordinary shares in the capital of Powerlite Ventures Limited ("**Powerlite**"), representing the entire issued and paid up share capital of Powerlite, for a cash purchase consideration of US$7,875,000 (including the assignment of loans provided by the Lee Chai Huat to Powerlite amounting to an aggregate of US$4.5 million;

(f) the conditional placement letter between the Company and Kidman Resources Limited ("**Kidman**") dated 13 August 2013 for the proposed subscription for 11,300,000 new shares in Kidman at a placement price of A$0.23 for each new Kidman share for an aggregate consideration of A$2,599,000;

(g) the amendment deed between Powerlite and Azarga Resources Limited ("**Azarga**") dated 28 August 2013 for the amendment of the convertible note deed dated 22 May 2013, pursuant to which Powerlite agreed to make available to Azarga a facility for up to US$21.0 million;

(h) the conditional share subscription agreement between the Company and Resource Generation Limited ("**RES**") dated 16 September 2013 to subscribe for 15% of the issued and paid-up expanded capital base or enlarged share capital of RES at a subscription price of A$0.22 per RES share, for an estimated aggregate consideration of A$20.97 million to A$22.11 million (the "**RES Subscription**");

(i) the joint venture agreement between the Company, Aristo Jet Capital Ltd, Cartier Peaks Investments Ltd, Celtic Stars Capital Ltd, Greenvale Asia Limited, Indigo Pearl Capital Ltd (collectively, the "**Blumont Copper Investors**") and Accessio Resources Pty Ltd dated 18 September 2013 to allow for the joint evaluation and potential investment in mineral and resource projects, specifically in the copper sector;

(j) the conditional binding term sheet between the Company and Discovery Metals Limited ("**DML**") dated 19 September 2013 for the subscription of (i) 73,047,967 new shares in DML at a subscription price of A$0.12 per new DML share for an aggregate consideration of A$8,765,756.04 and (ii) US$100 million in convertible bonds to be issued by DML;

(k) the binding term sheet between the Company and Cokal dated 7 October 2013 for the provision of a loan facility of up to US$8 million in principal amount to Cokal;

(l) the binding term sheet entered into between the Company and Platinum Partners Value Arbitrage Fund L.P. ("**PPVAF**") dated 17 October 2013, under which the Company agreed to issue up to US$200 million in principal amount of redeemable convertible bonds to PPVAF;

(m) the facility agreement between the Company and Cokal dated 5 November 2013 for the provision of a loan facility of up to US$8 million in principal amount to Cokal;

(n) the deed of settlement between the Company and RES dated 18 December 2013 for the extension of the date of completion of the RES Subscription;

(o) the facility agreement between the Company and Wintercrest Advisors LLC ("**Wintercrest**") dated 24 December 2013 (the "**Wintercrest Facility Agreement**") as supplemented by the supplemental agreement dated 29 May 2014 and second supplemental agreement dated 13 March 2015, under which Wintercrest agreed to make available a loan facility of up to US$23,500,000 million in principal amount (the "**Wintercrest Facility**") to the Company;

(p) the share charge and security deeds between the Company and Wintercrest dated 24 December 2013, under which the Company agreed to charge in favour of Wintercrest over the Group's investments in DML, Celsius, Cokal, Kidman and Powerlite, as security for the Company's obligations under the Wintercrest Facility Agreement;

(q) the termination agreement between the Company and Peter Chen Hing Woon and Wong Chin Yong dated 8 January 2014, pursuant to which the parties mutually agreed to terminate the sale and purchase agreement dated 21 December 2012 in relation to the proposed acquisition by the Company of Hudson Minerals Holdings Pte. Ltd.;

(r) the Genesis implementation deed ("**Genesis Implementation Deed**") dated 24 January 2014 as amended by the amendment deed to the Genesis Implementation Deed dated 22 April 2014, pursuant to which the Company agreed to make the proposed acquisition of all issued and fully paid ordinary shares in Genesis Resources Limited ("**Genesis**");

(s) the subscription application letter between the Company and Merlin Diamonds Limited ("**Merlin**") dated 16 February 2014, pursuant to which the Company agreed to subscribe for 26,000,000 fully paid ordinary shares in the capital of Merlin at the subscription price of A$0.075 per Merlin share for a total subscription price of A$1.95 million;

(t) the bid implementation deed with Merlin between the Company and Merlin dated 28 February 2014 (the "**Merlin Implementation Deed**") as amended by the amendment deed to the Merlin Implementation Deed between the Company and Merlin dated 23 April 2014, pursuant to which the Company agreed to make an off-market takeover bid to acquire all the shares in Merlin which are not already held by the Company;

(u) the deed of variation between the Company and Celsius dated 16 May 2014 to amend the Celsius Convertible Note Deed, pursuant to which the Company and Celsius agreed to reduce the facility limit to the amount which is the aggregate of A$3.5 million and US$750,000 subject to the Company advancing US$750,000 to Celsius on 21 May 2014;

(v) the debenture agreement and share charges between the Company and Wintercrest dated 29 May 2014, under which the Company agreed to charge in favour of Wintercrest, amongst others, all the Group's investments in companies whose principal activities consist of exploration for or extraction of minerals, oil or gas, as security for the Company's obligations under the Wintercrest Facility Agreement;

(w) the deed of termination entered into amongst the Company, the Blumont Copper Investors and Accessio Resources Pty Ltd on 18 July 2014 to terminate the joint venture agreement;

(x) the share subscription agreement between the Company and Elysium Resources Limited ("**Elysium**") dated 6 August 2014 to subscribe for 100,000,000 new ordinary shares in the capital of Elysium and attaching 100,000,000 options at a subscription price of A$0.010 for each Elysium share;

(y) the agreement between Powerlite, Azarga and Powertech Uranium Corp. dated 28 October 2014 pursuant to which Powerlite received 18,053,810 ordinary shares in the capital of Azarga Uranium in exchange for its shares in Azarga;

(z) the share subscription agreement between the Company and Elysium dated 14 November 2014, pursuant to which the Company agreed to subscribe for 40,000,000 new Elysium shares under a two-for-five non-renounceable rights issue announced by Elysium on 18 November 2014. The Elysium shares are to be issued at an issue price of A$0.005 for each Elysium share, together with one attaching option with an exercise price of A$0.005

and expiry date of 30 September 2015 for every one new Elysium share issued. The aggregate consideration is A$200,000, to be satisfied in cash from the internal resources of the Group;

(aa) the agreement between the Company and Genesis dated 12 December 2014 for the subscription by the Company for 15 million ordinary shares in the capital of Genesis at a subscription price of A$0.10 for each Genesis share for a total subscription amount of A$1,500,000;

(bb) the sale and purchase agreement between G1 Investments Pte. Ltd. and Jordan Light Ltd for the sale of Waddells International Limited, a dormant subsidiary of the Company, for a total consideration of US$2;

(cc) the placement agreement between the Company and Vigneswaran T Subramaniam dated 20 January 2015 to allot and issue 100,000,000 new Shares at S$0.01705 for each Share; and

(dd) the termination agreement between the Company and Celsius dated 6 March 2015 pursuant to which the Company was issued 177,151,526 new Celsius shares upon conversion of the convertible notes issued under and accrued interest payable under, the Celsius Convertible Note Deed and the parties agreed to terminate the Celsius Subscription Agreement and the Celsius Convertible Note Deed.

7. MATERIAL LITIGATION

As at the Latest Practicable Date, the Board is not aware of any legal or arbitration proceedings pending or threatened or known to be contemplated by or against the Group which might or which have had in the twelve (12) months immediately preceding the date of this Circular, a material effect on the financial position or profitability of the Company or the Group taken as a whole or of any facts likely to give rise to such litigation or arbitration claim.

8. DIRECTORS' RECOMMENDATION

Having considered, *inter alia*, the rationale for and benefits of the Rights cum Warrants Issue, the Directors are of the opinion that the Rights cum Warrants Issue is in the interests of the Company and Shareholders. Accordingly, the Directors recommend that Shareholders vote in favour of the Rights cum Warrants Issue at the EGM.

9. EXTRAORDINARY GENERAL MEETING

The EGM, notice of which is set out on pages 41 to 43 of this Circular, will be held at Level 2 Room Nautica III, Republic of Singapore Yacht Club, 52 West Coast Ferry Road, Singapore 126887 on 11 June 2015 at 10.00 a.m. for the purpose of considering and, if thought fit, passing with or without modifications, the ordinary resolution set out in the notice of EGM.

10. ACTION TO BE TAKEN BY SHAREHOLDERS

10.1 Appointment of Proxies

Shareholders who are unable to attend the EGM and who wish to appoint a proxy to attend and vote at the EGM on their behalf should complete, sign and return the Proxy Form attached to the notice of EGM in accordance with the instructions printed thereon as soon as possible and in any event so as to arrive at 298 Tiong Bahru Road, #11-03 Central Plaza, Singapore 168730 not less than forty-eight (48) hours before the time fixed for the EGM. The appointment of a proxy by a Shareholder does not preclude him from attending and voting in person at the EGM if he wishes to do so. In such an event, the relevant Proxy Forms will be deemed to be revoked.

10.2 Depositors

A Depositor shall not be regarded as Shareholder entitled to attend the EGM and to speak and vote thereat unless he is shown to have Shares entered against his name in the Depository Register, as certified by CDP as at forty-eight (48) hours before the EGM.

11. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Rights cum Warrants Issue, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading. Where information in this Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context.

12. OFFER INFORMATION STATEMENT

An Offer Information Statement will be despatched to Entitled Shareholders subject to, *inter alia*, the approval of Shareholders for the Rights cum Warrants Issue being obtained at the EGM. Acceptances and applications under the Rights cum Warrants Issue can only be made on the following (all of which will form part of the Offer Information Statement):-

(i) the PAL, in the case of Entitled Scripholders;

(ii) the ARE or through the ATMs of the Proposed Participating Banks, in the case of Entitled Depositors; and

(iii) the ARS or through the ATMs of the Proposed Participating Banks, in the case of persons purchasing provisional allotments of Warrants through the book-entry scripless) settlement system whose registered addresses with CDP are in Singapore.

13. DOCUMENTS AVAILABLE FOR INSPECTION

The following documents may be inspected at the registered office of the Company at 298 Tiong Bahru Road, #11-03 Central Plaza, Singapore 168730, during normal business hours on any weekday (public holidays excepted) from the date of this Circular up to and including the date of EGM:

(a) The Memorandum and Articles of Association of the Company;

(b) The annual report of the Company for FY2012, FY2013 and FY2014; and

(c) The material contracts referred to in Section 6 of this Circular.

Yours faithfully

For and on behalf of the Board of Directors of
Blumont Group Ltd.

Ng Kim Huatt
Executive Director

5. Adjustments of Exercise Price and Number of Warrants

(A) Subject to approval, if necessary, 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 Adviser and/or the Auditors and certified to be in accordance with Condition 5(B) below by the Auditors. 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, 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 including any capital reserves 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 in 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 bonus issue of company warrants; or

(v) an issue (other 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) of Shares by the Company, if the Total Effective Consideration (as defined below) for each Share is less than ninety per cent. (90.0%) of the Current Market Price for each Share (calculated as provided below).

If an offer or invitation for the acquisition of Shares is made to the Members by a person other than the Company, then the Company shall so far as it is able procure that at the same time an offer or invitation is made to the then Warrantholders provided always that the failure by the Company to procure that an offer or invitation is so made as aforesaid shall not be a breach by the Company of its obligations under these Warrant Conditions and Deed Poll.

(B) Subject to approval, if necessary, 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 Adviser 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, 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 (whether of a capital or income nature 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) credited as fully paid-up by way of capitalisation of profits or reserves (whether of a capital or income nature and including any capital reserves), 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 including any capital 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);

X = the existing Exercise Price; and

W = the existing number of Warrants held.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the day 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, Rights Issues and Bonus Issue of Company Warrants

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 or bonus issue of company warrants 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 Warrantholders 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 Adviser 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 ofcapitalisation 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 made after 31 December 2014 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 that date 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$0.001 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 in Condition 5(B)(ii) "Capitalisation Issues" 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 Adviser 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 Conditions 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 purchase or option scheme approved by the Members in any general meeting; or

(ii) an issue by the Company of Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business; 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 (other than arising from or by way of rights, bonus or other capitalisation issues) and the issue of Shares arising from the conversion or exercise of such securities or rights.

(D) Any adjustment to the Exercise Price will be rounded upwards to the nearest one-tenth 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 has been certified to be in accordance with Condition 5(B) above by the Auditors. No adjustment will be made to the Exercise Price in any case in which the amount by which the same would be reduced would be less than S$0.001 but any 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 has been certified to be in accordance with Condition 5(B) above by the Auditors and (ii) if the Warrants are listed and quoted on the SGX-ST 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 Warrants as may be issued as a result of such adjustment and such additional Shares as may be issued on the exercise of any of such Warrants.

(F) Notwithstanding the provisions referred to in this Condition 5, in any circumstances where the Directors consider that any adjustments to the Exercise Price and/or the number of Warrants provided for 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, the Company may appoint an Approved Adviser and/or the Auditors to consider whether for any reason whatsoever the adjustment to be made in accordance with the provisions of this Conditions 5(A) and (B) is appropriate or inappropriate, as the case may be, and, if such Approved Adviser and/or the Auditors shall consider the adjustment to be inappropriate, the adjustment shall be modified or nullified in such manner as shall be considered by such Approved Adviser and/or Auditors to be in its opinion appropriate. Any adjustment made pursuant to this Condition 5(F) (unless otherwise provided under the rules of the SGX-ST from time to time) shall be announced 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 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, dispatch 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 Adviser 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 Adviser 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 Adviser and/or Auditors to consider whether any adjustment is appropriate and if such Approved Adviser 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 Adviser 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 and the Warrantholders and agreed to by the Company, and the Approved Adviser and/or the Auditors.

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 to the SGX-ST.

For the purposes of this Condition 5, **"**Approved Adviser**"** means any Singapore qualified accountant or reputable bank, merchant bank, financial institution or holder of a capital market services licence in Singapore that is regulated, licensed or approved by the Monetary Authority of Singapore as may be selected by the Directors; and "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.

BLUMONT GROUP LTD.

(Incorporated in Singapore on 26 April 1993)
(Company Registration Number: 199302554G)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("**EGM**") of the shareholders of Blumont Group Ltd. (the "**Company**") will be held at 11 June 2015 at 10.00 a.m. at Level 2 Room Nautica III, Republic of Singapore Yacht Club, 52 West Coast Ferry Road, Singapore 126887, for the purpose of considering and, if thought fit, passing with or without any modification, the following resolution:

All capitalised terms used in this notice of EGM which are not defined herein shall have the meanings ascribed to them in the Circular dated 27 May 2015 issued to the Shareholders.

ORDINARY RESOLUTION: RIGHTS CUM WARRANTS ISSUE

THAT:

(a) a renounceable non-underwritten rights issue of up to 2,866,149,999 new ordinary shares in the capital of the Company (the "**Rights Shares**") at the issue price of S$0.01 for each Rights Share, and up to 2,866,149,999 free detachable warrants (the "**Warrants**"), with each warrant carrying the right to subscribe for one (1) new ordinary share in the capital of the company (the "**Warrant Share**") at an exercise price of S$0.012 for each Warrant Share, on the basis of one (1) Rights Share for every one (1) existing ordinary share held by the shareholders of the Company (the "**Shareholders**") as at a time and date to be determined (the "**Books Closure Date**"), and one (1) free detachable warrant for every one (1) Rights Share subscribed, fractional entitlements to be disregarded (the "**Rights cum Warrants Issue**") be and is hereby approved and authority be and is given to the Board of Directors of the Company to:

(i) create and issue:

a. such number of Rights Shares as the Directors may determine up to 2,866,149,999 Rights Shares at an issue price of S$0.01 for each Rights Share;

b. such number of Warrants as the Directors may determine, up to 2,866,149,999 Warrants to be issued together with the Rights Shares, each Warrant carrying the right to subscribe for one (1) Warrant Share at any time during the period commencing on and including the date of the issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the third (3rd) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members is closed or is not a Market Day, in which event the Warrants shall expire on the date prior to the closure of the Register of Members or on the immediately preceding Market Day, as the case may be (but excluding such period(s) during which the Register of Warrantholders may be closed), subject to the terms and conditions of the Warrants to be set out in the Deed Poll; and

c. such further Warrants as may be required or permitted to be issued in accordance with terms and conditions of the Deed Poll (any such further Warrants rank *pari passu* with the Warrants and for all purposes to form part of the same series, save as may otherwise be provided in the terms and conditions of the Deed Poll; and

(ii) provisionally allot and issue up to 2,866,149,999 Rights Shares with up to 2,866,149,999 Warrants at an issue price of S$0.01 for each Rights Shares, on the basis of one (1) Rights Share for every one (1) existing ordinary share held by the Shareholders as at the Books Closure Date, and one (1) free detachable warrant for every one (1) Rights Share subscribed, fractional entitlements to be disregarded, on the terms and conditions set out below and/or otherwise on such terms and conditions as the Directors may think fit:

a. the provisional allotments of the Rights Shares and Warrants under the Rights cum Warrants Issue shall be made on a renounceable basis to the Shareholders whose names appear in the Register of Members of the Company or the records of the Central Depository (Pte) Limited ("**CDP**") as at the Books Closure Date with registered addresses in Singapore or who have, at least five (5) Market Days prior to the Books Closure Date, provided to the CDP or the Share Registrar of the Company ("**Share Registrar**"), as the case may be, addresses in Singapore for the services of notices or documents;

b. no provisional allotment of the Rights Shares and Warrants shall be made in favour of Shareholders with registered addresses outside Singapore as at the Books Closure Date or who have not, at least five (5) Market Days prior to thereto, provided to the CDP or the Company c/o the Share Registrar, as the case may be, addresses in Singapore for the service of notices and documents (the "**Foreign Shareholders**");

c. the entitlements to the Rights Shares and Warrants which would otherwise accrue to Foreign Shareholders shall be disposed of or dealt with by the Company in such manner and on such terms and conditions as the Directors shall deem fit, including without limitation, to be sold "nil-paid" on the Singapore Exchange Securities Trading Limited ("**SGX-ST**") and to pool and thereafter distribute the new proceeds, if any, thereof (after deducting all expenses) proportionately among such Foreign Shareholders in accordance with their respective shareholdings as at the Books Closure Date provided that if the amount to be distributed to any single Foreign Shareholder is less than S$10.00, such amount shall instead be dealt with as the Directors may, in their absolute discretion, deem fit in the interests of the Company;

d. the entitlements to the Rights Shares and Warrants not taken up or allotted for any reason (other than allotments to Foreign Shareholders referred to above) shall be allotted in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company; and

e. the Rights Shares when issued and fully paid up will rank *pari passu* in all respects with the then existing Shares save for any dividends, rights, allotments or other distribution, the Record Date for which for which precedes the date of issue of the Rights Shares; and

(b) the Directors be and are hereby authorised to take such steps, do all such acts and things, including entering into all such transactions, arrangements and agreements and executing all such documents as may be advisable, necessary or expedient for the purposes of giving effect to the Rights cum Warrants Issue, and exercise such discretion as the Directors may in their absolute discretion deem fit, advisable or necessary to give effect to this resolution and the Rights cum Warrants Issue.

By Order of the Board

Ng Kim Huatt
Executive Director
27 May 2015

Notes:

(1) A Shareholder is entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint one (1) or two (2) proxies to attend and vote in his/her stead. A proxy need not be a Shareholder.

(2) Where a Shareholder appoints more than one proxy, the appointments shall be invalid unless he specifies the proportion of his/her shareholding (expressed as a percentage of the whole) to be represented by each proxy.

(3) The instrument appointing a proxy or proxies must be duly deposited at the registered office of the Company at 298 Tiong Bahru Road, #11-03 Central Plaza, Singapore 168730, not less than forty-eight (48) hours before the time appointed for Extraordinary General Meeting.

(4) The instrument appointing a proxy or proxies must be under the hand of the appointor or by his/her attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or a duly authorised officer. Where an instrument appointing a proxy or proxies is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified true copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy, failing which the instrument may be treated as invalid.

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BLUMONT GROUP LTD.
(Incorporated in Singapore on 26 April 1993)
(Company Registration Number: 199302554G)

IMPORTANT:

1. For investors who have used their CPF monies to buy shares in the capital of Blumont Group Ltd., this Circular is forwarded to them at the request of their CPF Approved Nominee and is sent solely FOR INFORMATION ONLY.
2. This Proxy Form is not valid for use by CPF Investors and shall be ineffective for all intents and purposes if used or purported to be used by them.
3. CPF Investors who wish to attend the meeting as observers have to submit their requests through their respective CPF Approved Nominees within the time frame specified.

PROXY FORM

I/We _____ NRIC/Passport No. _____

of _____

being a shareholder / member of **BLUMONT GROUP LTD.** (the "**Company**") hereby appoint:

Name	Address	NRIC/Passport No.	Proportion of Shareholding (%)

and/or (delete as appropriate)

Name	Address	NRIC/Passport No.	Proportion of Shareholding (%)

or failing whom the Chairman of the Extraordinary General Meeting as my/our proxy/proxies to vote for me/us on my/our behalf and, if necessary, to demand a poll at the Extraordinary General Meeting of the Company to be convened on 11 June 2015 at Level 2 Room Nautica III, Republic of Singapore Yacht Club, 52 West Coast Ferry Road, Singapore 126887 at 10.00 a.m. and at any adjournment thereof. I/We direct my/our proxy/ proxies to vote for or against the Ordinary Resolution to be proposed at the Extraordinary General Meeting as indicated hereunder. If no specific direction as to voting is given, the proxy/proxies will vote or abstain from voting at his/her/their discretion, as he/she/they will on any other matter arising at the Extraordinary General Meeting.

Resolution	To be used on a show of hands	
	For*	Against*
To approve the Rights cum Warrants Issue		

* Please indicate your vote "For" or "Against" with an "x" within the box provided.

Dated this _____ day of _____ 2015

Total Number of Shares Held	
CDP register	Register of Members

_____
Signature(s) of Member(s)/Common Seal

IMPORTANT: PLEASE READ NOTES OVERLEAF BEFORE COMPLETING THIS PROXY FORM.

Notes:

(1) A Shareholder is entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint one or two proxies to attend and vote in his/her stead. A proxy need not be a Shareholder.

(2) Where a Shareholder appoints more than one proxy, the appointments shall be invalid unless he specifies the proportion of his/her shareholding (expressed as a percentage of the whole) to be represented by each proxy.

(3) If any proxy/proxies is/are to be appointed, please strike out the words "the Chairman of the Extraordinary General Meeting" and insert the name(s) and address(es) of the proxy/proxies desired in the blank space provided.

(4) A Shareholder should insert the total number of shares of the Company ("**Shares**") held by such Shareholder. If the Shareholder has Shares entered against his/her name in the Depository Register (as defined in Section to 130A of the Companies Act, Cap. 50 of Singapore), he/she should insert that number of Shares. If the Shareholder has Shares registered in his/her name in the Register of Members of the Company, he/she should insert that number of Shares. If the Shareholder has Shares entered against his/her name in the Depository Register and registered in his/her name in the Register of Members, he/she should insert the aggregate number of Shares. If no number is inserted, the instrument appointing a proxy or proxies will be deemed to relate to all Shares held by the Shareholder.

(5) The instrument appointing a proxy or proxies must be deposited at the registered office of the Company located at 298 Tiong Bahru Road, #11-03 Central Plaza, Singapore 168730, not less than forty-eight (48) hours before the time set for the Extraordinary General Meeting.

(6) The instrument appointing a proxy or proxies must be under the hand of the appointor or by his/her attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or a duly authorised officer.

(7) Where an instrument appointing a proxy or proxies is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified true copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy, failing which the instrument may be treated as invalid.

(8) A corporation which is a Shareholder may, in accordance with Section 179 of the Companies Act, Cap. 50 of Singapore, authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the Extraordinary General Meeting.

(9) The Company shall be entitled to reject the instrument appointing a proxy or proxies, if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified on the instrument appointing a proxy or proxies. In addition, in the case of Shares entered in the Depository Register, the Company may reject any instrument appointing a proxy or proxies if a Shareholder, being the appointor, is not shown to have Shares entered against his/her name in the Depository Register as at forty-eight (48) hours before the time appointed for holding the Extraordinary General Meeting, as certified by the Central Depository (Pte) Limited to the Company.

AFFIX
POSTAGE
STAMP
HERE

The Company Secretary

BLUMONT GROUP LTD.
298 Tiong Bahru Road
#11-03 Central Plaza
Singapore 168730

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