BLUMONT
博诺有限公司

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.