

OFFER INFORMATION STATEMENT DATED 3 OCTOBER 2017

(Lodged with the Singapore Exchange Securities Trading Limited (“SGX-ST”), acting as an agent on behalf of the Monetary Authority of Singapore (the “Authority”), on 3 October 2017)

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

The securities offered are issued by China Medical (International) Group Limited (the “Company”), an entity whose Shares (as defined herein) are listed for quotation on Catalyst (as defined herein).

Companies listed on Catalyst may carry higher investment risk when compared with larger or more established companies listed on the Main Board of the SGX-ST. In particular, companies may list on Catalyst without track record of profitability and there is no assurance that there will be a liquid market in the securities traded on Catalyst. A prospective investor should be aware of the risks of investing in such companies and make the decision to invest only after careful consideration and, if appropriate, consultation with an independent financial adviser.

This offer is made in or accompanied by an offer information statement (the “Offer Information Statement”), together with copies of the Provisional Allotment Letter (the “PAL”), the Application Form for Rights Shares with Warrants and Excess Rights Shares with Warrants (the “ARE”) and the Application Form for Rights Shares with Warrants (the “ARS”), which have been lodged with the SGX-ST, acting as agent on behalf of the Authority.

Neither the Authority nor the SGX-ST has examined nor approved the contents of this Offer Information Statement. Neither the Authority nor SGX-ST assumes any responsibility for the contents of this Offer Information Statement, including the accuracy of any of the statements made, reports contained and/or opinions expressed in this Offer Information Statement. Neither the Authority nor SGX-ST has in any way considered the merits of the Company, its subsidiaries, or the securities being offered for investment. The lodgement of this Offer Information Statement with the SGX-ST, acting as an agent on behalf of the Authority, does not imply that the Securities and Futures Act, Chapter 289 of Singapore, or any other legal or regulatory requirements, or requirements in the SGX-ST’s listing rules, have been complied with.

An application has been made to the SGX-ST for permission for the Rights Shares (as defined herein), the Warrants (as defined herein) and the New Shares (as defined herein) to be listed for quotation on Catalyst. The listing and quotation notice (“LQN”) has been obtained from the SGX-ST for the listing of and quotation for the Rights Shares, the Warrants and the New Shares on Catalyst, subject to certain conditions. The LQN granted by the SGX-ST is not to be taken as an indication of the merits of the Rights cum Warrants Issue (as defined herein), the Rights Shares, the Warrants, the New Shares, the Company, its subsidiaries and their securities. The Rights Shares, the Warrants and the New Shares will be admitted to Catalyst after all certificates relating thereto have been issued and the notification letters from The Central Depository (Pte) Limited (“CDP”) have been despatched.

This Offer Information Statement has been prepared solely in relation to the Rights cum Warrants Issue and shall not be relied upon by any other person or for any other purpose.

Acceptances of applications will be conditional upon issue of the Rights Shares with Warrants and upon listing and quotation of the Rights Shares with Warrants on Catalyst. Monies paid in respect of any application accepted will be returned if the listing and quotation of the Rights Shares with Warrants does not proceed. In the event that permission is not granted by the SGX-ST for the listing and quotation of the Warrants due to an inadequate spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants, holders of the Warrants will not be able to trade their Warrants on SGX-ST.

After the expiration of six (6) months from the date of lodgement of this Offer Information Statement, no person shall make an offer of securities, or allot, issue or sell any securities, on the basis of this Offer Information Statement, and no officer or equivalent person or promoter of the Company will authorise or permit the offer of any securities, or the allotment, issue or sale of any securities, on the basis of this Offer Information Statement.

YOUR ATTENTION IS DRAWN TO THE SECTION ON “RISK FACTORS” OF THIS OFFER INFORMATION STATEMENT WHICH YOU SHOULD REVIEW CAREFULLY.

All the documentation relating to the Rights cum Warrants Issue have been seen and approved by the directors of the Company and they collectively and individually accept full responsibility for the accuracy of the information given herein and confirm that, after making reasonable enquiries and to the best of their knowledge and belief, there are no other facts or omission which would make any statement in these documents misleading.

This Offer Information Statement has been prepared by the Company and its contents have been reviewed by the Company’s continuing sponsor, PrimePartners Corporate Finance Pte. Ltd. (the “Sponsor”), for compliance with the SGX-ST Listing Manual Section B: Rules of Catalyst. The Sponsor has not verified the contents of this Offer Information Statement. The Sponsor has given and has not withdrawn its written consent to the inclusion of its name in the form and context which it appears in this Offer Information Statement.

This Offer Information Statement has not been examined or approved by the SGX-ST. The Sponsor and the SGX-ST assume no responsibility for the contents of this Offer Information Statement including the accuracy, completeness or correctness of any of the information, statements or opinions made or reports contained in this Offer Information Statement. The contact person for the Sponsor is Lance Tan, Director, Continuing Sponsorship (Mailing Address: 16 Collyer Quay, #10-00 Income at Raffles, Singapore 049318 and E-mail: sponsorship@ppcf.com.sg).



**CHINA MEDICAL (INTERNATIONAL)
GROUP LIMITED**

中国医疗(国际)集团有限公司

CHINA MEDICAL (INTERNATIONAL) GROUP LIMITED

(Company Registration Number: 200505118M)
(Incorporated in the Republic of Singapore on 18 April 2005)

RENOUNCEABLE AND NON-UNDERWRITTEN RIGHTS CUM WARRANTS ISSUE OF UP TO 10,107,788,721 NEW ORDINARY SHARES (THE “RIGHTS SHARES”) IN THE CAPITAL OF THE COMPANY, AT AN ISSUE PRICE OF S\$0.001 FOR EACH RIGHTS SHARE, WITH UP TO 10,107,788,721 FREE DETACHABLE WARRANTS (THE “WARRANTS”), EACH WARRANT CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) NEW ORDINARY SHARE IN THE CAPITAL OF THE COMPANY (THE “NEW SHARE”) AT AN EXERCISE PRICE OF S\$0.001 FOR EACH NEW SHARE, ON THE BASIS OF THREE (3) RIGHTS SHARES FOR EVERY ONE (1) EXISTING ORDINARY SHARE IN THE CAPITAL OF THE COMPANY HELD BY ENTITLED SHAREHOLDERS (AS DEFINED HEREIN) AS AT THE BOOKS CLOSURE DATE (AS DEFINED HEREIN), AND ONE (1) WARRANT FOR ONE (1) RIGHTS SHARES SUBSCRIBED, FRACTIONAL ENTITLEMENTS TO BE DISREGARDED (THE “RIGHTS CUM WARRANTS ISSUE”)

IMPORTANT DATES AND TIMES:

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| Last date and time for splitting and trading of “nil-paid” rights | : 16 October 2017 at 5:00 p.m. |
| Last date and time for acceptance of and payment for Rights Shares with Warrants | : 23 October 2017 at 5:00 p.m. (9.30 p.m. for Electronic Applications (as defined herein)) |
| Last date and time for renunciation of and payment for Rights Shares with Warrants | : 23 October 2017 at 5:00 p.m. (9.30 p.m. for Electronic Applications) |
| Last date and time for Excess Application (as defined herein) and payment for Rights Shares with Warrants | : 23 October 2017 at 5:00 p.m. (9.30 p.m. for Electronic Applications) |

IMPORTANT NOTICE

Capitalised terms used below which are not otherwise defined herein shall have the same meanings as ascribed to them under the “**Definitions**” section of this Offer Information Statement.

For Entitled Depositors (which excludes Entitled Scripholders, CPFIS Shareholders, SRS Members and investors who hold Shares through finance companies or Depository Agents) and their renounees, acceptances of the Rights Shares with Warrants and/or (if applicable) applications for Excess Rights Shares with Warrants may be made through CDP or by way of an Electronic Application at any ATM of a Participating Bank.

For Entitled Scripholders and their renounees, acceptances of the Right Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants may be made through the Share Registrar, Boardroom Corporate & Advisory Services Pte Ltd, at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.

For Entitled Shareholders who (i) hold Shares through finance companies or Depository Agents; or (ii) bought Shares using CPF Funds (“CPFIS Shareholders”); or (iii) bought Shares using SRS funds (“SRS Members”), acceptances of the Rights Shares with Warrants and/or (if applicable) applications for Excess Rights Shares with Warrants must be done through the respective finance companies, Depository Agents, CPF Approved Banks which hold their CPF Investment Accounts, or approved banks in which they hold their SRS accounts (“SRS Approved Banks”). Such Entitled Shareholders, CPFIS Shareholders and SRS Members are advised to provide their respective finance companies, Depository Agents, CPF Approved Banks, or SRS Approved Banks, as the case may be, with the appropriate instructions early in order for such intermediaries to make the relevant acceptances and (if applicable) applications for Excess Rights Shares with Warrants on their behalf by the Closing Date. Any acceptances of the Rights Shares with Warrants and/or (if applicable) applications for Excess Rights Shares with Warrants made directly through CDP, the Share Registrar and/or the Company, and/or Electronic Applications, will be rejected.

CPFIS Shareholders must use, subject to applicable CPF rules and regulations, monies standing to the credit of their respective CPF Investment Accounts (“CPF Funds”) for the payment of the Issue Price to subscribe for the Rights Shares with Warrants. CPFIS Shareholders who wish to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants using CPF Funds will need to instruct the respective CPF Approved Banks, where such CPFIS Shareholders hold their CPF Investment Accounts, to accept the Rights Shares with Warrants and (if applicable) apply for the Excess Rights Shares with Warrants on their behalf in accordance with this Offer Information Statement. In the case of insufficient CPF Funds or stock limit, CPFIS Shareholders can top up cash into their CPF Investment Accounts before instructing their respective CPF Approved Banks to accept the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. CPFIS Shareholders are advised to provide their respective CPF Approved Banks with the appropriate instructions early in order for their CPF Approved Banks to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. Any acceptance and/or application made directly through CDP, Electronic Applications, the Share Registrar and/or the Company will be rejected. CPF Funds may not, however, be used for the purchase of the provisional allotments of the Rights Shares with Warrants directly from the market.

SRS Members must use, subject to applicable SRS rules and regulations, SRS Funds to pay for the acceptance of their Rights Shares with Warrants and/or (if applicable) application for Excess Rights Shares with Warrants. Such Entitled Shareholders, who wish to accept their Rights Shares with Warrants and/or (if applicable) apply for Excess Rights Shares with Warrants using SRS Funds, must instruct the relevant SRS Approved Banks to accept their Rights Shares with Warrants and/or (if applicable) apply for Excess Rights Shares with Warrants on their behalf in accordance with this Offer Information Statement. Such Entitled Shareholders who have insufficient funds in their SRS accounts may, subject to the SRS contribution cap, deposit cash into their SRS accounts with their respective SRS Approved Banks before instructing their respective SRS Approved Banks to accept their Rights Shares with Warrants and/or (if applicable) apply for Excess Rights Shares with Warrants. SRS Members are advised to provide their respective SRS Approved Banks with the appropriate instructions no later than the deadlines set by their respective SRS Approved Banks in order for their respective SRS Approved Banks to make the relevant acceptance and (if applicable) application

IMPORTANT NOTICE

on their behalf by the Closing Date. SRS Funds may not, however, be used for the purchase of the provisional allotments of Rights Shares with Warrants directly from the market. Any acceptance of the Rights Shares with Warrants provisionally allotted and/or (if applicable) application for Excess Rights Shares with Warrants directly to CDP, the Share Registrar and/or the Company, and/or by way of an Electronic Application will be rejected.

For renounees of Entitled Shareholders or purchasers whose purchases are settled through finance companies or Depository Agents, acceptances of the Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants purchased must be done through the respective finance companies or Depository Agents, as the case may be. Such renounees and purchasers are advised to provide their respective finance companies or Depository Agents, as the case may be, with the appropriate instructions early in order for such intermediaries to make the relevant acceptances on their behalf by the Closing Date. Any acceptance of the Rights Shares with Warrants made directly through CDP, Electronic Applications, the Share Registrar and/or the Company will be rejected.

The above-mentioned Entitled Shareholders, where applicable, will receive notification letter(s) from their respective CPF Approved Bank, SRS Approved Bank, finance company and/or Depository Agent and should refer to such notification letter(s) for details of the last date and time to submit applications or their respective CPF Approved Bank, SRS Approved Bank, finance company and/or Depository Agent.

The existing Shares are listed and quoted on Catalist.

Persons wishing to subscribe for the Rights Shares with Warrants offered by this Offer Information Statement should, before deciding whether to so subscribe, carefully read this Offer Information Statement in its entirety in order to make an informed assessment of, *inter alia*, the assets and liabilities, profits and losses, financial position, risk factors, performance and prospects of the Company and the Group and the rights and liabilities attaching to the Rights Shares with Warrants. They should make their own independent enquiries and investigations of any bases and assumptions upon which financial projections, if any, are made or based, and carefully consider this Offer Information Statement in light of their personal circumstances (including financial and taxation affairs). It is recommended that such persons seek professional advice from their accountant, stockbroker, bank manager, lawyer or other professional adviser before deciding whether to subscribe for the Rights Shares with Warrants or invest in the Company.

No person has been authorised to give any information or to make any representations other than those contained in this Offer Information Statement in connection with the Rights cum Warrants Issue, the provisional allotment of the “nil-paid” rights or the issue of the Rights Shares with Warrants and, if given or made, such information or representations must not be relied upon as having been authorised by the Company or the Sponsor. Save as expressly stated in this Offer Information Statement, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of the Company or the Group.

Neither the delivery of this Offer Information Statement nor the issue of the Rights Shares with Warrants shall, under any circumstances, constitute a continuing representation, or give rise to any implication, that there has been no material change in the affairs of the Company or the Group or any of the information contained herein since the date hereof. Where such changes occur after the date hereof and are material, or are required to be disclosed by law and/or the SGX-ST, the Company may make an announcement of the same to the SGX-ST and, if required, lodge a supplementary or replacement Offer Information Statement with SGX-ST, acting as agent on behalf of the Authority. All Entitled Shareholders and their renounees should take note of any such announcement and, upon the release of such announcement or lodgement of such supplementary or replacement documents, as the case may be, shall be deemed to have notice of such changes.

Neither the Company nor the Sponsor is making any representation to any person regarding the legality of an investment in the Rights cum Warrants Issue, the Rights Shares with Warrants, the Warrants, the New Shares and/or the Shares by such person under any investment or any other laws or regulations. No information in this Offer Information Statement should be considered to be business, financial, legal or tax advice. Each prospective investor should consult his own professional or other adviser for business, financial, legal or tax advice regarding an investment in the Rights cum Warrants Issue, the Rights Shares with Warrants, the Warrants, the New Shares and/or the Shares.

IMPORTANT NOTICE

The Sponsor makes no representation, warranty or recommendation whatsoever as to the merits of the Rights cum Warrants Issue, the Rights Shares with Warrants, the Warrants, the New Shares, the Shares, the Company, the Group or any other matter related thereto or in connection therewith. Nothing in this Offer Information Statement or the accompanying documents shall be construed as a recommendation to accept or subscribe for the Rights Shares with Warrants. Prospective subscribers of the Rights Shares with Warrants should rely on their own investigation of the financial condition and affairs of the Company and the Group as well as their own appraisal and determination of the merits of investing in the Company and the Group and shall be deemed to have done so.

This Offer Information Statement and the accompanying documents have been prepared solely for the purpose of acceptance and subscription of the Rights Shares with Warrants under the Rights cum Warrants Issue, and may not be relied upon by any persons (other than Entitled Shareholders to whom it is despatched by the Company) or for any other purpose.

This Offer Information Statement, the ARE, the ARS and the PAL, may not be used for the purpose of, and does not constitute an offer, invitation to or solicitation by anyone in any jurisdiction or under any circumstances in which such an offer, invitation or solicitation is unlawful or not authorised or to any person to whom it is unlawful to make such an offer, invitation or solicitation.

The distribution of this Offer Information Statement and/or its accompanying documents may be prohibited or restricted by law (either absolutely or subject to various securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of those jurisdictions. Shareholders or any other person having possession of this Offer Information Statement and/or its accompanying documents are advised by the Company to keep themselves informed of and observe such prohibitions and restrictions at their own expense and without liability to the Company or the Sponsor. Please refer to the section entitled “Eligibility of Shareholders to Participate in the Rights Cum Warrants Issue” of this Offer Information Statement for further information.

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DEFINITIONS

For the purpose of this Offer Information Statement, the PAL, the ARE and the ARS, the following definitions apply throughout unless the context otherwise requires or unless otherwise stated:

- “1H2016”** : The six (6) months period ended 30 June 2016
- “1H2017”** : The six (6) months period ended 30 June 2017
- “1Q2016”** : The three (3) months period ended 31 March 2016
- “1Q2017”** : The three (3) months period ended 31 March 2017
- “2011 Placement”** : The private placement entered into by the Company and Madam Oei in the manner as set out in the Placement Agreement
- “2011 Placement Agreement”** : The placement agreement entered into between the Company and Madam Oei on 28 March 2011 pursuant to which the Company had agreed to allot and issue 33,000,000 Shares to Madam Oei on the terms and conditions of the aforementioned placement agreement
- “2013 Deed Poll”** : The deed poll dated 26 February 2013
- “Act” or “Companies Act”** : The Companies Act, Chapter 50 of Singapore, as may be amended, modified or supplemented from time to time
- “Announcement”** : The announcement released by the Company on 7 June 2017 in relation to the Rights cum Warrants Issue
- “ARE”** : Application and acceptance form for Rights Shares with Warrants and Excess Rights Shares with Warrants to be issued to Entitled Depositors in respect of their provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue
- “ARS”** : Application and acceptance form for Rights Shares with Warrants to be issued to purchasers of the provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue traded on Catalist through the book-entry (scripless) settlement system
- “ASEAN”** : The Association of Southeast Asian Nations
- “Associate”** : (a) In relation to any Director, the chief executive officer of the Company, Substantial Shareholder or a Controlling Shareholder (being an individual) means:
- (i) his immediate family,
 - (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object, and
 - (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more;
- (b) In relation to a Substantial Shareholder or a Controlling Shareholder (being a company) means any other company which is its Subsidiary or holding company or is a Subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more

DEFINITIONS

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| “ATM” | : | Automated Teller Machine(s) of a Participating Bank |
| “Authority” | : | The Monetary Authority of Singapore |
| “Baht” | : | The lawful currency of the Kingdom of Thailand |
| “Books Closure Date” | : | 5.00 p.m. on 3 October 2017, being the time and date 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 |
| “Catalist” | : | The sponsor-supervised listing platform of the SGX-ST |
| “CDP” | : | The Central Depository (Pte) Limited |
| “Closing Date” | : | (a) 5.00 p.m. on 23 October 2017, or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company, being the last time and date for acceptance and/or Excess Application and payment of the Rights Shares with Warrants under the Rights cum Warrants Issue through CDP or the Share Registrar; or (b) 9.30 p.m. on 23 October 2017, or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company, being the last time and date for acceptance and/or Excess Application and payment of the Rights Shares with Warrants under the Rights cum Warrants Issue through an ATM of a Participating Bank |
| “Code” | : | The Singapore Code on Take-overs and Mergers, as amended, modified or supplemented from time to time |
| “Company” | : | China Medical (International) Group Limited |
| “Constitution” | : | The constitution of the Company |
| “Control” | : | The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company |
| “Controlling Shareholder” | : | A person who: (a) holds directly or indirectly 15% or more of the nominal amount of all voting shares in the Company. The SGX-ST may determine that a person who satisfies this paragraph is not a Controlling Shareholder; or (b) in fact exercises Control over the Company |
| “Convertible Securities” | : | The Outstanding Warrants and the Share Options |
| “Council” or “SIC” | : | The Securities Industry Council of Singapore |
| “CPF” | : | The Central Provident Fund |
| “CPF Approved Bank” | : | Any bank appointed by the CPF Board to be a bank for the purposes of the CPF Regulations |
| “CPF Board” | : | The board of the CPF established pursuant to the Central Provident Fund Act (Chapter 36) of Singapore, as may be amended, modified or supplemented from time to time |

DEFINITIONS

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| “CPF Funds” | : Monies standing to the credit of the CPF savings account of CPF members under the CPFIS-OA |
| “CPF Investment Account” | : An account opened by a member of CPF with a CPF Approved Bank from which money may be withdrawn for, <i>inter alia</i> , payment of the Exercise Price arising from the exercise of each Warrant |
| “CPF Regulations” | : The Central Provident Fund (Investment Schemes) Regulations, as amended or modified from time to time |
| “CPFIS” | : CPF Investment Scheme |
| “CPFIS-OA” | : CPF Investment Scheme-Ordinary Account |
| “CPFIS Shareholders” | : Shareholders who bought Shares under the CPFIS |
| “Dato Choo” | : Dato Dr Choo Yeow Ming |
| “Deed Poll” | : The deed poll dated 25 September 2017 executed by the Company for the purpose of constituting the Warrants and containing, amongst others, provisions for the protection of the rights and interests of the Warrantholders |
| “Directors” or “Board” | : The directors of the Company as at the date of this Offer Information Statement |
| “Eastlife” | : Eastlife Pte Ltd |
| “EGM” | : Extraordinary General Meeting |
| “Electronic Application” | : Acceptance of the Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants made through an ATM of a Participating Bank in accordance with the terms and conditions of this Offer Information Statement and the relevant procedures for electronic applications at ATMs as set out in this Offer Information Statement or on the ATM screens of the relevant Participating Banks |
| “Entitled Depositors” | : Shareholders with Shares standing to the credit of their Securities Account maintained with CDP as at the Books Closure Date and whose registered addresses with CDP are in Singapore as at the Books Closure Date or who had, no later than 5.00 p.m. on the date being at least three (3) Market Days prior to the Books Closure Date, provided CDP with addresses in Singapore for the service of notices and documents |
| “Entitled Scripholders” | : Shareholders whose share certificates are not deposited with CDP and have tendered to the Share Registrar valid transfers of their Shares and the certificates relating thereto for registration up to the Books Closure Date and whose registered addresses with the Share Registrar are in Singapore as at the Books Closure Date or who have, no later than 5.00 p.m. on the date being at least three (3) Market Days prior to the Books Closure Date, provided the Share Registrar with addresses in Singapore for the service of notices and documents |
| “Entitled Shareholders” | : Entitled Depositors and Entitled Scripholders, collectively |
| “Excess Applications” | : Applications by Entitled Shareholders of Rights Shares with Warrants in excess of their provisional allotments of Rights Shares with Warrants |

DEFINITIONS

- “Excess Rights Shares with Warrants”** : Rights Shares with Warrants, which are available for application by the Entitled Shareholders subject to the terms and conditions in the Offer Information Statement, (if applicable) Constitution of the Company and the ARE, comprising Rights Shares with Warrants as are not validly taken up by the Entitled Shareholders, the original allottee(s) or their respective renouncee(s) or purchaser(s) of provisional allotments of the Rights Shares with Warrants, together with the aggregated fractional entitlements to the Rights Shares with Warrants (if any) and any Rights Shares with Warrants that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the ARE, the Offer Information Statement and (if applicable) the Constitution
- “Exercise Period”** : The period during which the Warrants may be exercised commencing on and including the date of the issue of the Warrants and expiring at 5.00 p.m. (Singapore time) 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 and/or the Warrant Register of the Company 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 and/or the Warrant Register of the Company or on the immediately preceding Market Day, as the case may be (but excluding such period(s) during which the Register of Members and/or the Warrant Register may be closed), subject to the terms and conditions of the Warrants set out in the Deed Poll. The right to exercise the Warrants will not be extended beyond the Exercise Period
- “Exercise Price”** : The price payable for each New Share upon the exercise of a Warrant, which shall be S\$0.001, subject to certain adjustments in accordance with the terms and conditions of the Warrants set out in the Deed Poll
- “Existing Issued Share Capital”** : The issued and paid-up share capital of the Company of 3,199,133,315 Shares as at the Latest Practicable Date
- “Foreign Purchasers”** : Persons purchasing the provisional allotment of Rights Shares with Warrants through the book entry (scripless) settlement system and whose registered addresses with CDP are outside Singapore and who had not, at least three (3) Market Days prior to the Books Closure Date, provided to CDP or the Share Registrar, as the case may be, addresses in Singapore for the service of notices and documents
- “Foreign Shareholders”** : Shareholders whose registered addresses with the Company or CDP are outside Singapore as at the Books Closure Date and who had not, at least three (3) Market Days prior to the Books Closure Date, provided to CDP or the Share Registrar, as the case may be, addresses in Singapore for the service of notices and documents
- “FY”** : Financial year ended or ending 31 December, as the case may be
- “Group”** : The Company and its Subsidiaries, collectively
- “HK\$” or “HKD” or “Hong Kong Dollar”** : The lawful currency of Hong Kong
- “HY”** : Half financial year ended or ending, as the case may be, 30 June
- “Issue Price”** : The issue price of the Rights Shares, being S\$0.001 for each Rights Share

DEFINITIONS

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| “Latest Practicable Date” | : | 28 September 2017, being the latest practicable date prior to the printing of this Offer Information Statement |
| “Listing Manual” | : | The Listing Manual Section B: Rules of Catalist issued by the SGX-ST, as amended, modified or supplemented from time to time |
| “LPS” | : | Loss per Share |
| “LQN” | : | Listing and quotation notice |
| “Madam Oei” | : | Madam Oei Siu Hoa @ Sukmawati Widjaja |
| “Market Day” | : | A day on which the SGX-ST is open for trading in securities |
| “Maxglobe” | : | Maxglobe Pte. Ltd. |
| “Net Proceeds” | : | Has the meaning ascribed to it on page 29 of this Offer Information Statement |
| “New Shares” | : | The new Shares to be issued by the Company, credited as fully paid, upon the exercise of the Warrants, including, where the context admits, such new Shares arising from the exercise of any additional Warrants as may be required or permitted to be issued in accordance with the terms and conditions of the Warrants as set out in the Deed Poll |
| “NTA” | : | Net tangible assets |
| “NTD” and “NTD cents” | : | New Taiwan dollars and cents respectively, the lawful currency of Taiwan |
| “Offer Information Statement” | : | This document together with (where the context requires) the PAL, the ARE, the ARS and all other accompanying documents, including any supplementary or replacement document which may be issued by the Company in connection with the Rights cum Warrants Issue |
| “Options Adjustment” | : | The adjustments to the number and/or the exercise price of the employee share options as a result of the Rights cum Warrants Issue and pursuant to the rules of the employee share option scheme |
| “Outstanding Warrants” | : | The 66,179,592 outstanding listed warrants as at the Latest Practicable Date, each carrying the right to subscribe for one (1) Share at an exercise price of S\$0.005 for each outstanding warrant during the exercise period commencing on the date of the issue of the outstanding warrants and expiring on fifth (5 th) anniversary of the date of issue of the outstanding warrants set out in the 2013 Deed Poll |
| “PAL” or “Provisional Allotment Letter” | : | The provisional allotment letter issued to Entitled Scripholders, setting out the provisional allotments of Rights Shares under the Rights cum Warrants Issue of such Entitled Scripholders |
| “Participating Banks” | : | DBS Bank Ltd (including POSB) and United Overseas Bank Limited and its subsidiary, Far Eastern Bank Limited, and each of them a “Participating Bank” |
| “PRC” or “China” | : | The People’s Republic of China |
| “RMB” and “RMB cents” | : | Renminbi and cents respectively, the lawful currency of the PRC |

DEFINITIONS

- “Public Float Requirement”** : The requirement under Rule 723 of the Listing Manual which requires the Company to ensure that at least 10% of the total number of issued Shares (excluding treasury shares, preference shares and convertible equity securities) in a class that is listed is held by Public Shareholders
- “Public Shareholders”** : Public Shareholders refer to persons other than the Directors, chief executive officer, Substantial Shareholders or Controlling Shareholders of the Company and its Subsidiaries, as well as the Associates of such persons
- “Purchasers”** : The purchasers of the provisional allotments of Rights Shares with Warrants traded on Catalist through the book-entry (scripless) settlement system
- “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 Company or with CDP, as the case may be, in order to participate in such dividends, rights, allotments or other distributions
- “Register of Members”** : Register of members of the Company
- “Rights cum Warrants Issue”** : The renounceable non-underwritten rights cum warrants issue by the Company of up to 10,107,788,721 Rights Shares at the Issue Price, with up to 10,107,788,721 Warrants, each Warrant carrying the right to subscribe for one (1) New Share at the Exercise Price, on the basis of three (3) Rights Shares with three (3) Warrants for every one (1) existing Share, held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded
- “Rights Share(s)”** : Up to 10,107,788,721 new Shares with Warrants to be allotted and issued by the Company pursuant to the Rights cum Warrants Issue
- “Scenario 1”** : The scenario where all the outstanding Convertible Securities are converted and/or exercised (as the case may be) in full and all the new Shares that are required to be allotted and issued pursuant to such conversion and/or exercise are allotted and issued on or before the Books Closure Date, resulting in an issued share capital comprising 3,369,262,907 Shares as at the Books Closure Date and all the Entitled Shareholders subscribe in full for their pro rata entitlements of Rights Shares with Warrants under the Rights cum Warrants Issue, resulting in 10,107,788,721 Rights Shares and 10,107,788,721 Warrants being issued under the Rights cum Warrants Issue
- “Scenario 2”** : The scenario where none of the Convertible Securities are converted and/or exercised (as the case may be) in full and no new Shares are required to be allotted and issued on or before the Books Closure Date, resulting in an issued share capital comprising 3,199,133,315 Shares as at the Books Closure Date, and all the Entitled Shareholders subscribe in full for their pro rata entitlements of Rights Shares with Warrants under the Rights cum Warrants Issue, resulting in 9,597,399,945 Rights Shares and 9,597,399,945 Warrants being issued under the Rights cum Warrants Issue
- “Scenario 3”** : The scenario where Scenario 2 occurs and all of the Warrants issued thereunder are exercised

DEFINITIONS

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|----------------------------------|---|--|
| “Scenario 1 Net Proceeds” | : | Has the meaning ascribed to it on page 29 of this Offer Information Statement |
| “Scenario 2 Net Proceeds” | : | Has the meaning ascribed to it on page 29 of this Offer Information Statement |
| “Scenario 3 Net Proceeds” | : | Has the meaning ascribed to it on page 29 of this Offer Information Statement |
| “Scheme May 2008” | : | The 550,000 share options granted and accepted by the participants under the Albedo Employee Share Option Scheme granted on 2 May 2008 at the subscription price of S\$0.13 per Share |
| “Scheme June 2008” | : | The 3,500,000 share options granted and accepted by the participants under the Albedo Employee Share Option Scheme granted on 20 June 2008 at the subscription price of S\$0.14 per Share |
| “Scheme October 2014” | : | The 105,500,000 share options granted and accepted by the participants under the Albedo Employee Share Option Scheme granted on 2 October 2014 at the subscription price of S\$0.013 per Share |
| “Schemes” | : | Collectively, Scheme May 2008, Scheme June 2008 and Scheme October 2014 |
| “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, modified, or supplemented from time to time or re-enactment thereof for the time being in force |
| “SGXNET” | : | The SGXNET Corporate Announcement System, being a system network used by listed companies to send information and announcements to SGX-ST or any other system networks prescribed by SGX-ST |
| “SGX-ST” | : | Singapore Exchange Securities Trading Limited |
| “Shares” | : | Ordinary shares in the capital of the Company |
| “Shareholders” | : | Registered holders of Shares except that where the registered holder is CDP, the term “Shareholders” in relation to Shares held by CDP shall mean the persons named as Depositors in the Depository Register maintained by CDP and whose securities accounts are credited with those Shares |
| “Share Options” | : | The 103,950,000 outstanding share options as at the Latest Practicable Date (each Share Option carrying the right to subscribe for one (1) Share upon the exercise of the Share Option) granted under the Schemes |
| “Share Registrar” | : | Boardroom Corporate & Advisory Services Pte. Ltd. |
| “Singapore” | : | The Republic of Singapore |
| “Sponsor” | : | PrimePartners Corporate Finance Pte. Ltd., the continuing sponsor of the Company |

DEFINITIONS

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|-----------------------------|---|---|
| “SRS” | : | Supplementary Retirement Scheme |
| “SRS Approved Banks” | : | Approved banks in which SRS Members hold their accounts under the SRS |
| “SRS Funds” | : | Monies standing to the credit of the SRS accounts of SRS Members under the SRS |
| “SRS Members” | : | Members under the SRS |
| “Substantial Shareholder” | : | A Shareholder who holds directly or indirectly 5% or more of the total issued and voting share capital of the Company |
| “Supplemental Undertaking” | : | The supplemental undertaking dated 27 November 2012, which has been given by the Madam Oei to the Company to undertake that she and her Associates will not exercise any of the Outstanding Warrants issued to them pursuant to an earlier rights cum warrants issue and/or procure any additional Shares after the completion of the earlier rights cum warrants issue such that, as a result of such exercise of any of the Outstanding Warrants and/or her acquisition of additional Shares (as the case may be) the Company fails to meet the Public Float Requirement |
| “Taiwan” | : | Taiwan, the Republic of China |
| “TSC” | : | TSC Industry Co. Ltd |
| “TTS2003” | : | Thai Tech Steel (2003) Co., Ltd. |
| “TTS2003 Legal Proceedings” | : | The legal proceedings against TTS2003, which was the Company’s 70.0% owned Thai subsidiary |
| “Unit Share Market” | : | The unit share market of the SGX-ST, which allows the trading of single shares |
| “Warrantholders” | : | Registered holders of the Warrants, except that where the registered holder is CDP, the term “Warrantholders” shall, in relation to such Warrants and where the context admits, mean the Entitled Depositors whose Securities Account are credited with such Warrants |
| “Warrant(s)” | : | Up to 10,107,788,721 free detachable warrants in registered form to be allotted and 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 allotted and issued by the Company pursuant to the terms and conditions of the Warrants set out in the Deed Poll (any such additional warrants to rank <i>pari passu</i> with the Warrants to be issued together with the Rights Shares for all purposes to form part of the same series of Warrants constituted by the Deed Poll), each Warrant entitling the holder thereof to subscribe for one (1) New Share at the Exercise Price, subject to the terms and conditions to be set out in the Deed Poll |
| “Warrants Adjustment” | : | The adjustments to the number and/or the exercise price of the Outstanding Warrants as a result of the Rights cum Warrants Issue and pursuant to the terms and conditions of the Outstanding Warrants set out in the 2013 Deed Poll |
| “Warrant Agent” | : | Boardroom Corporate & Advisory Services Pte. Ltd. |

DEFINITIONS

- “Warrant Register”** : Register of Warrantholders of the Company
- “\$”, “S\$”, “SGD” and “Cents” or “cents”** : The lawful currency of the Republic of Singapore; Singapore dollars and cents respectively
- “%” or “per cent.”** : Percentage or per centum

The terms **“Depositor”**, **“Depository Agent”** and **“Depository Register”** shall have the same meanings ascribed to them respectively in Section 81SF of the SFA.

The terms **“subsidiary”** and **“Substantial Shareholder”** shall have the meaning ascribed to them in Sections 5 and 81 of the Companies Act. The terms **“concert parties”** and **“parties acting in concert”** shall have the respective meanings ascribed to them in the Code.

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

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

Any reference to the time of day in this Offer Information Statement, the PAL, the ARE or the ARS shall be a reference to Singapore time unless otherwise stated. Any reference to a date and/or time in this Offer Information Statement, the PAL, the ARE or the ARS in relation to the Rights cum Warrants Issue (including but not limited to the Closing Date and the last dates and times for splitting, acceptance and payment, renunciation and payment, and excess application and payment) shall include such other date(s) and/or time(s) as may be announced from time to time by or on behalf of the Company.

Any reference in this Offer Information Statement, the PAL, the ARE or the ARS to any enactment is a reference to that enactment for the time being amended or re-enacted. Any term defined under the Companies Act, the SFA, the Listing Manual, the Code or such statutory or regulatory modification thereof and used in this Offer Information Statement shall, where applicable, have the meaning ascribed to it under the Companies Act, the SFA, the Listing Manual, the Code or such statutory or regulatory modification thereof, as the case may be, unless otherwise provided.

Any discrepancies in figures included in this Offer Information Statement between the amounts listed and the totals thereof are due to rounding. Accordingly, figures shown as totals in this Offer Information Statement may not be an arithmetic aggregation of the figures that precede them.

References in this Offer Information Statement to **“we”**, **“our”** and **“us”** refer to the Group or any member of the Group, as the context requires.

INDICATIVE TIMETABLE OF KEY EVENTS

The important dates and times for the Rights cum Warrants Issue are as follows (all dates and times referred to below are Singapore dates and times):

| | |
|---|---|
| Shares trade ex-Rights | : 29 September from 9.00 a.m. |
| Books Closure Date | : 3 October at 5.00 p.m. |
| Despatch of Offer Information Statement, ARE and PAL (as the case may be) to Entitled Shareholders | : 6 October 2017 |
| Commencement of trading of “nil-paid” rights | : 6 October 2017 from 9.00 a.m. |
| Last date and time for splitting and trading of “nil-paid” rights | : 16 October 2017 at 5.00 p.m. |
| Last date and time for acceptance of and payment for Rights Shares with Warrants ⁽¹⁾ | : 23 October 2017 at 5.00 p.m. (9.30 p.m. for Electronic Applications) |
| Last date and time for acceptance of and payment for Rights Shares with Warrants by renounees ⁽¹⁾ | : 23 October 2017 at 5.00 p.m. (9.30 p.m. for Electronic Applications) |
| Last date and time for application and payment for Excess Rights Shares with Warrants | : 23 October 2017 at 5.00 p.m. (9.30 p.m. for Electronic Applications) |
| Expected date for issue of Rights Shares with Warrants | : 30 October 2017 |
| Expected date for issue of Warrants | : 30 October 2017 |
| Expected date for crediting of Rights Shares with Warrants | : 31 October 2017 |
| Expected date for refund of unsuccessful or invalid applications (if made through CDP) | : 31 October 2017 |
| Expected date for the listing and commencement of trading of Rights Shares | : 31 October 2017 from 9.00 a.m. |
| Expected date for the listing and commencement of trading of Warrants (subject to there being an adequate spread of holdings of the Warrants to provide for an orderly market in the trading of the Warrants) | : 1 November 2017 from 9.00 a.m. |

Pursuant to Rule 820(1) of the Listing Manual, the Rights cum Warrants Issue will not be withdrawn after the Shares have commenced ex-rights trading. Based on the above timetable, the Shares have commenced ex-rights trading on 29 September 2017 from 9.00 a.m.

The above timetable is indicative only and is subject to change. As at the Latest Practicable Date, the Company does not expect the above timetable to be modified. However, the Company may, upon consultation with its advisers and with the approval of the Sponsor and/or SGX-ST, modify the above timetable subject to any limitations under any applicable laws. In such an event, the Company will publicly announce the same through an SGXNET announcement to be posted on the SGX-ST's website at <http://www.sgx.com>.

Note:

- (1) CPFIS Shareholders, SRS Members, and investors who have subscribed for or purchased Shares through finance companies, Depository Agents, CPF Approved Banks and/or SRS Approved Banks, where applicable, will receive notification letter(s) from their respective CPF Approved Banks, SRS Approved Banks, finance companies, and/or Depository Agents, and should refer to such notification letter(s) for details of the last date and time to submit applications to their respective CPF Approved Banks, SRS Approved Banks, finance companies and/or Depository Agents. Applications made by these investors directly through CDP, the Share Registrar, the Company and/or by way of an Electronic Application will be rejected.

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

1 ENTITLED SHAREHOLDERS

In order to be eligible for the Rights cum Warrants Issue, a Shareholder must be an Entitled Shareholder, and not be a person to whom it is unlawful to send this Offer Information Statement or make an invitation under the Rights cum Warrants Issue.

All questions as to the eligibility of any person to participate in the Rights cum Warrants Issue, subscribe and/or apply for the Rights Shares with Warrants and as to the validity, form and eligibility (including time of receipt) of any ARE, ARS or PAL is determined by the Company in its sole discretion. The Company's determination as to whether a person is an Entitled Shareholder and as to whether or when an ARE, ARS or PAL is received, whether it is duly completed or whether acceptance is validly revoked shall be final and binding.

Entitled Shareholders are entitled to participate in the Rights cum Warrants Issue and to receive this Offer Information Statement together with the ARE or PAL, as the case may be, and other accompanying documents at their respective Singapore addresses.

Entitled Depositors who do not receive this Offer Information Statement and the ARE may obtain them from CDP or the Share Registrar during the period up to the Closing Date. Entitled Scripholders who do not receive this Offer Information Statement and the PAL may obtain them from the Share Registrar during the period up to the Closing Date.

Entitled Shareholders will be provisionally allotted the Rights Shares with Warrants on the basis of their shareholdings as at the Books Closure Date. Entitled Shareholders are at liberty to accept (in full or in part), decline, renounce or, in the case of the Entitled Depositors only, trade on Catalist (in full or in part), during the provisional allotment trading period prescribed by the SGX-ST, their provisional allotments of Rights Shares with Warrants, and are eligible to apply for additional Rights Shares with Warrants in excess of their provisional allotments under the Rights cum Warrants Issue. For the avoidance of doubt, only Entitled Shareholders (and not the Purchasers or the renounees) shall be entitled to apply for additional Rights Shares with Warrants in excess of their provisional allotments.

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

Entitled Depositors who wish to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants may only do so through CDP or by way of an Electronic Application through an ATM of a Participating Bank.

Entitled Scripholders who wish to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants may only do so through the Share Registrar.

For Entitled Shareholders who hold Shares through finance companies or Depository Agents, acceptances and subscriptions of the Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants must be done through the respective finance companies or Depository Agents. Any acceptances and/or applications by such investors to accept the provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants made directly to CDP, the Share Registrar, the Company or through the ATMs of the Participating Banks will be rejected.

CPFIS Shareholders can only use, subject to applicable CPF rules and regulations, their CPF Funds for the payment of the Issue Price to subscribe for the Rights Shares with Warrants. CPFIS Shareholders, who wish to accept their provisional allotments of the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants using CPF Funds will need to instruct the respective CPF Approved Banks, where such CPFIS Shareholders hold their CPF Investment Accounts, to accept the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants on their behalf in accordance with this Offer Information

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

Statement. In the case of insufficient CPF Funds or stock limit, CPFIS Shareholders can top up cash into their CPF Investment Accounts before instructing their respective CPF Approved Banks to accept the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. CPFIS Shareholders are advised to provide their respective CPF Approved Banks with the appropriate instructions early in order for their CPF Approved Banks to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. Any acceptance and/or application made directly through CDP, Electronic Applications, the Share Registrar and/or the Company will be rejected. CPF Funds may not, however, be used for the purchase of the provisional allotments of the Rights Shares with Warrants directly from the market.

For SRS Members who have subscribed for or purchased Shares under the SRS, subject to applicable SRS rules and regulations, they must use SRS Funds to pay for the acceptance of their entitlements to the Rights Shares with Warrants and (if applicable) Excess Applications.

SRS Members who wish to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants using SRS Funds, must instruct the relevant SRS Approved Banks to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants on their behalf in accordance with this Offer Information Statement. SRS Members who have insufficient funds in their SRS accounts may, subject to the SRS contribution cap, deposit cash into their SRS accounts with their respective SRS Approved Banks before instructing their respective SRS Approved Banks to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. SRS Members are advised to provide their respective SRS Approved Banks with the appropriate instructions no later than the deadlines set by their respective SRS Approved Banks in order for their respective SRS Approved Banks to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. **SRS Funds may not, however, be used for the purchase of the Rights Shares with Warrants directly from the market. Any acceptance and/or application of the SRS Members to accept their provisional allotment of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants made directly through CDP, the Share Registrar, the Company and/or by way of Electronic Applications will be rejected.**

The Rights Shares with Warrants which are not otherwise taken up or allotted for any reason or which represent fractional entitlements disregarded in accordance with the terms of the Rights cum Warrants Issue shall be used to satisfy applications for Excess Rights Shares with Warrants (if any) as the Directors may, in their absolute discretion, deem fit in the interests of the Company.

In the allotment of Excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and that 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 through a nominee) on the Board of Directors will rank last in priority for the rounding of odd lots and allotment of Excess Rights Shares with Warrants. The Company will not make any allotment and issue of any Excess Rights Shares with Warrants that will result in a transfer of controlling interest in the Company unless otherwise approved by Shareholders in a general meeting.

The procedures for, and the terms and conditions applicable to, acceptances, renunciation and/or sales of the provisional allotments of Rights Shares with Warrants and the application for Excess Rights Shares with Warrants, including the different modes of acceptance or application and payment, are contained in Appendices 2, 3 and 4 to this Offer Information Statement and in the PAL, the ARE and the ARS.

2 FOREIGN SHAREHOLDERS

This Offer Information Statement and its accompanying documents relating to the Rights cum Warrants Issue have been lodged with the SGX-ST acting as agent on behalf of the Authority in Singapore. This Offer Information Statement and its accompanying documents relating to the Rights cum Warrants Issue have not been and will not be lodged, registered or filed in any jurisdiction other than in Singapore. The distribution of this Offer Information Statement and its accompanying documents may be prohibited or restricted (either absolutely or subject to various relevant securities

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

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 jurisdictions other than Singapore, the Rights cum Warrants Issue is only made available in Singapore and this Offer Information Statement and its accompanying documents have not been and will not be despatched to Foreign Shareholders or into any jurisdiction outside Singapore.

Accordingly, Foreign Shareholders will not be entitled to participate in the Rights cum Warrants Issue. No provisional allotment of the Rights Shares with Warrants has been made or will be made to Foreign Shareholders and no purported acceptance thereof or application for Excess Rights Shares with Warrants by any Foreign Shareholders will be valid.

The Offer Information Statement and its accompanying documents will also not be despatched to persons purchasing the provisional allotment of the Rights Shares with Warrants through the book-entry (scripless) settlement system if their registered addresses with CDP are outside Singapore (the “**Foreign Purchasers**”). Foreign Purchasers who wish to accept the provisional allotments of the Rights Shares with Warrants credited by CDP to their Securities Accounts should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore. Further, any renounee of an Entitled Scripholder, whose address as stated in the PAL is outside Singapore, will not be entitled to accept the provisional allotment of the Rights Shares with Warrants renounced to him. The Company further reserves the right to reject any acceptances of the provisional allotment of the Rights Shares with Warrants and/or any applications for Excess Rights Shares with Warrants where it believes, or has reason to believe, that such acceptances or applications may violate the applicable legislation of any jurisdiction. The Company reserves the right, but shall not be obliged, to treat as invalid any ARE, ARS or PAL which (a) appears to the Company or its agents to have been executed in any jurisdiction outside Singapore which may violate the applicable legislation of such jurisdiction, (b) provides an address outside Singapore for the receipt of the physical share certificate(s) and warrant certificate(s) for the Rights Shares with Warrants or which requires the Company to despatch the physical share certificate(s) and warrant certificate(s) to an address in any jurisdiction outside Singapore, or (c) purports to exclude any deemed representation or warranty required by the terms of this Offer Information Statement, the ARE, the ARS or the PAL.

If it is practicable to do so, arrangements may, at the discretion of the Company, be made for the provisional allotments of Rights Shares with Warrants which would otherwise have been provisionally allotted to Foreign Shareholders, to be sold “nil-paid” on Catalist as soon as practicable after dealings in the provisional allotment of Rights Shares with 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 the relevant expenses to be incurred in relation thereto.

The net proceeds from all such sales, after deduction of all expenses therefrom, will be pooled and thereafter distributed among Foreign Shareholders in proportion to their respective shareholdings or, as the case may be, the number of Shares standing to the credit of their respective Securities Accounts as at the Books Closure Date and sent to them at their own risk by ordinary post or in such other manner agreed with CDP. If the amount of net proceeds distributable to any single Foreign Shareholder is less than S\$10.00, such net proceeds will be retained or dealt with as the Directors may, in their absolute discretion, deem fit in the interests of the Company and no Foreign Shareholder shall have any claim whatsoever against the Company, the Directors, the Sponsor, the Share Registrar or CDP or their respective officers in connection therewith.

Where such provisional allotments of Rights Shares with Warrants are sold “nil-paid” on Catalist, they will be sold at such price or prices as the Company may, in its absolute discretion, decide and no Foreign Shareholder shall have any claim whatsoever against the Company, the Directors, the Sponsor, the Share Registrar or CDP or their respective officers in respect of such sales or proceeds thereof, such provisional allotments of Rights Shares with Warrants or the Rights Shares with Warrants represented by such provisional allotments.

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

If such provisional allotments of Rights Shares with Warrants cannot be sold or are not sold on Catalist 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 with Warrants, the Rights Shares with Warrants represented by such provisional allotments will be used to satisfy Excess Applications or disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company and no Foreign Shareholder shall have any claim whatsoever against the Company, the Directors, the Sponsor, the Share Registrar, CDP or their respective officers in connection therewith.

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

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

This Offer Information Statement and/or its accompanying documents are not intended for distribution outside of Singapore.

TRADING

1 LISTING AND QUOTATION OF THE RIGHTS SHARES, THE WARRANTS AND THE NEW SHARES

The listing and quotation notice from the SGX-ST for the listing and quotation of up to 10,107,788,721 Rights Shares, 10,107,788,721 Warrants and 10,107,788,721 New Shares on Catalist has been granted to the Company on 15 September 2017. In the event that permission is not granted by the SGX-ST for the listing and quotation of the Warrants due to an inadequate spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants, holders of Warrants will not be able to trade their Warrants on the SGX-ST. The listing and quotation notice is not an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the New Shares, the Company, its subsidiaries and their securities.

The listing of the Rights Shares, the Warrants and the New Shares will commence after all certificates relating thereto have been issued and the notification letters from CDP have been despatched. Upon listing and quotation on Catalist, the Rights Shares, the Warrants and the New Shares when issued will be traded under the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) of the Rights Shares, the Warrants and the New Shares effected through Catalist and/or CDP shall be made in accordance with CDP's "Terms and Conditions for Operation of Securities Accounts with CDP", the "Terms and Conditions for CDP to act as Depository for the Rights Shares" and the "Terms and Conditions for CDP to act as Depository for the Warrants", as the same may be amended from time to time. Copies of the above are available from CDP.

2 ARRANGEMENTS FOR SCRIPLESS TRADING

To facilitate scripless trading, Entitled Scripholders and their renounees who wish to accept the Rights Shares with Warrants provisionally allotted to them and (if applicable) apply for Excess Rights Shares with Warrants, and who wish to trade the Rights Shares with Warrants issued to them on Catalist under the book-entry (scripless) settlement system, should open and maintain Securities Accounts with CDP in their own names (if they do not already maintain such Securities Accounts) in order that the number of Rights Shares with Warrants and, if applicable, the Excess Rights Shares with Warrants that may be allotted to them may be credited by CDP into their Securities Accounts.

Entitled Scripholders and their renounees who wish to accept the Rights Shares with Warrants and/or apply for the Excess Rights Shares with Warrants and have their Rights Shares with Warrants credited by CDP into their Securities Accounts must fill in their Securities Account numbers and/or National Registration Identity Card ("NRIC")/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL.

Entitled Scripholders and their renounees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or who have provided incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or whose particulars provided in the forms comprised in the PAL differ from those particulars in the Securities Accounts currently maintained with CDP will be issued physical share certificates and warrant certificates in their own names for the Rights Shares with Warrants allotted to them and if applicable, the Excess Rights Shares with Warrants allotted to them. Physical share certificates and warrant certificates, if issued, will be forwarded to them by ordinary post at their own risk, but will not be valid for delivery pursuant to trades done on Catalist under the book-entry (scripless) settlement system, although they will continue to be *prima facie* evidence of legal title.

If an Entitled Scripholder's address stated in the PAL is different from the address registered with CDP, he must inform CDP of his updated address promptly, failing which the notification letter on successful allotment and other correspondence will be sent to his address last registered with CDP.

TRADING

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

3 TRADING OF ODD LOTS

Entitled Depositors who wish to trade all or part of their “nil-paid” Rights Shares with Warrants on Catalist should note that the “nil-paid” Rights Shares with Warrants will be tradeable in board lots, each board lot comprising provisional allotments of 100 Rights Shares with Warrants, or any other board lot size as the SGX-ST may require. Entitled Depositors who wish to trade in lot sizes other than board lots of 100 can do so on the Unit Share Market. Such Entitled Depositors may start trading in their “nil-paid” Rights Shares with Warrants as soon as dealing therein commences on Catalist.

Following the Rights cum Warrants Issue, Shareholders who hold odd lots of Shares and who wish to trade in odd lots on Catalist will be able to do so on the Unit Share Market. The market for trading of odd lots may be illiquid. There is no assurance that Shareholders who hold odd lots of Shares will be able to acquire such number of Shares required to make up a board lot, or to dispose of their odd lots (whether in part or in whole) on the Unit Share Market.

4 TRADING OF SHARES OF COMPANIES LISTED ON CATALIST

Companies listed on Catalist may carry higher investment risk when compared with larger or more established companies listed on the Main Board of the SGX-ST. In particular, companies may list on Catalist without a track record of profitability and there is no assurance that there will be a liquid market in the securities traded on Catalist. Entitled Shareholders should be aware of the risks of subscribing for the Rights Shares with Warrants of such companies and make the decision to subscribe for the Rights Shares with Warrants only after careful consideration and if appropriate, consultation with an independent financial adviser.

In the event that permission is not granted by the SGX-ST for the listing and quotation of the Warrants on Catalist due to an insufficient spread of holdings of the Warrants to provide for an orderly market in the trading of the Warrants, the Company shall nevertheless proceed and complete the Rights cum Warrants Issue. Pursuant to the Listing Manual, 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 warrant holders for a class of company warrants. In such event, Warrant holders will not be able to trade their Warrants on the SGX-ST. However, if a Warrant holder were to exercise his Warrants in accordance with the Deed Poll, the New Shares arising therefrom will be listed and quoted on Catalist.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

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

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

Further, the Company disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances for any reason, even if new information becomes available or other events occur in the future. Where such developments, events or circumstances occur after the lodgement of this Offer Information Statement with the SGX-ST, acting as agent on behalf of the Authority, but before the Closing Date and are material, or are required to be disclosed by law and/or the SGX-ST, the Company may make an announcement of the same via SGXNET and, if required, lodge a supplementary or replacement document with the SGX-ST acting as agent on behalf of the Authority. The Company is also subject to the provisions of the Listing Manual regarding corporate disclosure.

TAKE-OVER LIMITS

The Code regulates the acquisition of ordinary shares of public companies including the Company. Unless exempted, any person acquiring an interest, either on his own or together with parties acting in concert with him, in 30% or more of the voting rights in the Company or if such person holds, either on his own or together with parties acting in concert with him, between 30% and 50% (both inclusive) of the voting rights in the Company, and acquires additional Shares representing more than 1% of the voting rights in the Company in any six (6)-month period, must extend a take-over offer for the remaining Shares in the Company in accordance with the provisions of the Code. In addition to such person, each of the principal members of the group of parties acting in concert with him may, according to the circumstances of the case, have the obligation to extend a take-over offer.

In general, the acquisition of instruments convertible into securities which carry voting rights does not give rise to an obligation to make a mandatory take-over offer under the Code but the exercise of any conversion rights will be considered an acquisition of voting rights for the purposes of the Code.

Shareholders who are in doubt as to their obligations, if any, to make a mandatory take-over offer under the Code as a result of the subscription of all or any of their respective entitlements of Rights Shares with Warrants pursuant to the Rights cum Warrants Issue or the acceptance of the provisional allotment of Rights Shares with Warrants or the application for Excess Rights Shares with Warrants, should consult the Council and/or their professional advisers immediately.

Depending on the level of subscription for the Rights Shares with Warrants, the Company will, if necessary, scale down the subscription for the Rights Shares with 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 entitlements of Rights Shares with Warrants fully.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART II – IDENTITY OF DIRECTORS, ADVISERS AND AGENTS

DIRECTORS

-
- 1. Provide the names and addresses of each of the directors or equivalent persons of the relevant entity.**
-

The names and addresses of each of the Directors are as follows:

| Name | Address | Designation |
|------------------|--|------------------------|
| Mr Tai Kok Chuan | 2 Normanton Park #21-149 Normanton Park Singapore 118999 | Executive Chairman |
| Mr Hano Maeloa | 1 Scotts Road #20-07 Shaw Centre Singapore 228208 | Non-Executive Director |
| Mr Chew Soo Lin | 338 Jalan Boon Lay Singapore 619526 | Independent Director |
| Mr Yap Siew Sin | 61 Jalan Sindor Seletar Hills Estate Singapore 808416 | Independent Director |

ADVISERS

- 2. Provide the names and addresses of:**
- (a) the issue manager to the offer, if any;**
 - (b) the underwriter to the offer, if any; and**
 - (c) the legal adviser for or in relation to the offer, if any.**
-

- (a) the issue manager to the offer, if any;**

Nil.

- (b) the underwriter to the offer, if any; and**

Nil. The Rights cum Warrants Issue is not underwritten.

- (c) the legal adviser for or in relation to the offer, if any.**

Wong Tan & Molly Lim LLC
80 Robinson Road #17-02
Singapore 068898

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

REGISTRARS AND AGENTS

- 3. Provide the names and addresses of the relevant entity's registrars, transfer agents and receiving bankers for the securities being offered, where applicable.**
-

| | | |
|-------------------|---|---|
| Share Registrar | : | Boardroom Corporate & Advisory Services Pte Ltd 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623 |
| Warrant Registrar | : | Boardroom Corporate & Advisory Services Pte Ltd 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623 |
| Receiving Bank | : | Standard Chartered Bank (Singapore) Limited Marina Bay Financial Centre Tower 1 8 Marina Boulevard Level 29 Singapore 018981 |
| Transfer Agent | : | Not applicable. |

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART III – OFFER STATISTICS AND TIMETABLE

OFFER STATISTICS

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

| | | |
|--------------------------------|---|--|
| Method of Offer | : | Renounceable and non-underwritten rights issue of Rights Shares with free detachable Warrants |
| Basis of Allotment | : | Three (3) Rights Shares for every one (1) Share held by Entitled Shareholders as at the Books Closure Date, and one (1) Warrant for every one (1) Rights Share subscribed, fractional entitlements to be disregarded |
| Number of Rights Shares | : | Up to 10,107,788,721 Rights Shares with up to 10,107,788,721 Warrants |

METHOD AND TIMETABLE

- 2. Provide the information referred to in paragraphs 3 to 7 of this Part to the extent applicable to:**
- (a) the offer procedure; and**
 - (b) where there is more than one group of targeted potential investors and the offer procedure is different for each group, the offer procedure for each group of targeted potential investors.**
-

Please refer to Paragraphs 3 to 7 below of this Part.

- 3. State the time at, date on, and period during which the offer will be kept open, and the name and address of the person to whom the purchase or subscription applications are to be submitted. If the exact time, date or period is not known on the date of lodgement of the offer information statement, describe the arrangements for announcing the definitive time, date or period. State the circumstances under which the offer period may be extended or shortened, and the duration by which the period may be extended or shortened. Describe the manner in which any extension or early closure of the offer period shall be made public.**
-

Please refer to the Section entitled “Indicative Timetable of Key Events” of this Offer Information Statement for details of the offer period.

As at the Latest Practicable Date, the Company does not expect the timetable under the Section entitled “Indicative Timetable of Key Events” of this Offer Information Statement to be modified. However, the Company may, upon consultation with its advisers and with the approval of the SGX-ST and the Sponsor, modify the timetable, subject to any limitation under any applicable laws or regulations. In such event, the Company will publicly announce any modification to the timetable through an SGXNET announcement to be posted on the SGX-ST’s website at <http://www.sgx.com>.

The procedures for, and the terms and conditions applicable to, the acceptance, renunciation and/or the sale of the provisional allotments of Rights Shares with Warrants and for the application for Excess Rights Shares with Warrants, including the different modes of acceptances or application and payment are contained in Appendices 2, 3 and 4 of this Offer Information Statement and in the PAL, the ARE and ARS.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

4. **State the method and time limit for paying up for the securities and, where payment is to be partial, the manner in which, and dates on which, amounts due are to be paid.**

The Rights Shares with Warrants and Excess Rights Shares with Warrants are payable in full upon acceptance and/or application. Details of the methods of payments for the Rights Shares with Warrants and the Excess Rights Shares with Warrants are contained in Appendices 2, 3 and 4 of this Offer Information Statement and in the PAL, the ARE and the ARS.

Please refer to the Section entitled “Indicative Timetable of Key Events” of this Offer Information Statement for the last date and time for payment for the Rights Shares with Warrants and, if applicable, Excess Rights Shares with Warrants.

5. **State, where applicable, the methods of and time limits for:**

- (a) **the delivery of the documents evidencing title to the securities being offered (including temporary documents of title, if applicable) to subscribers or purchasers; and**
- (b) **the book-entry transfers of the securities being offered in favour of subscribers or purchasers.**

The Rights Shares with Warrants will be provisionally allotted to the Entitled Shareholders on or about 5 October 2017 by crediting the provisional allotments of Rights Shares with Warrants into the Securities Accounts of the Entitled Depositors or through the despatch of the relevant PALs to the Entitled Scripholders, based on their respective shareholdings in the Company as at the Books Closure Date.

In the case of Entitled Scripholders and their renounees with valid acceptances of Rights Shares with Warrants and successful applications for Excess Rights Shares with Warrants and who have, *inter alia*, failed to furnish or furnished incorrect or invalid Securities Account numbers in the relevant form comprised in the PAL, share certificate(s) and warrant certificate(s) representing such number of Rights Shares and Warrants will be sent to such Entitled Scripholders by ordinary post, at their own risk, to their mailing addresses in Singapore as maintained with the Share Registrar within ten (10) Market Days after the Closing Date.

In the case of Entitled Depositors, Purchasers, Entitled Scripholders and their renounees (who have furnished valid Securities Account numbers in the relevant form(s) comprised in the PAL) with valid acceptances of Rights Shares with Warrants and successful applications for Excess Rights Shares with Warrants, share certificate(s) and warrant certificate(s) representing such number of Rights Shares will be sent to CDP within ten (10) Market Days after the Closing Date and CDP will thereafter credit such number of Rights Shares and Warrants to their relevant Securities Accounts. CDP will then send to the relevant subscribers, at their own risk, a notification letter stating the number of Rights Shares and Warrants credited to their Securities Accounts.

Please refer to Appendices 2, 3 and 4 of this Offer Information Statement and the PAL, the ARE and ARS for further details.

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

Not applicable. No pre-emptive rights have been offered.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

7. Provide a full description of the manner in which results of the allotment or allocation of the securities are to be made public and, where appropriate, the manner for refunding excess amounts paid by applicants (including whether interest will be paid).
-

Results of Rights cum Warrants Issue

The Company will publicly announce, *inter alia*, the results of the allotment or allocation of the Rights Shares with Warrants as soon as it is practicable after the Closing Date through an SGXNET announcement to be posted on the website of the SGX-ST at <http://www.sgx.com>.

Manner of Refund

Where any acceptances for Rights Shares with Warrants and/or application for Excess Rights Shares with Warrants is invalid or unsuccessful in full or in part, the amount paid on acceptance and/or application, or the surplus application monies, as the case may be, will be returned or refunded to such applicants by CDP on behalf of the Company without interest or any share of revenue or other benefit arising therefrom within fourteen (14) days after the Closing Date by any one or a combination of the following:

- i. where the acceptance and/or application had been made through an Electronic Application through an ATM, by crediting the relevant applicant's bank account with the relevant Participating Bank at the applicant's own risk, the receipt by such bank being a good discharge to the Company and CDP of their obligations, if any, thereunder;
- ii. where the acceptance and/or application had been made through the Share Registrar, by means of a crossed cheque drawn in Singapore currency on a bank in Singapore and sent by ordinary post at the relevant applicant's own risk to the relevant applicant's mailing address as recorded with the Share Registrar; and/or
- iii. where the acceptance and/or application had been made through CDP, by means of a crossed cheque in Singapore currency drawn on a bank in Singapore and sent by ordinary post at the relevant applicant's own risk to the relevant applicant's mailing address as maintained with CDP or in such other manner as they may have agreed with CDP for the payment of any cash distributions, as the case may be.

Please also refer to Appendices 2, 3 and 4 of this Offer Information Statement and the PAL, the ARE and the ARS for more details.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART IV – KEY INFORMATION

USE OF PROCEEDS FROM OFFER AND EXPENSES INCURRED

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

Please refer to Paragraphs 2 to 7 of this Part IV.

2. Disclose the estimated amount of the proceeds from the offer (net of the estimated amount of expenses incurred in connection with the offer) (referred to in this paragraph and paragraph 3 of this Part as the net proceeds). Where only a part of the net proceeds will go to the relevant entity, indicate the amount of the net proceeds that will be raised by the relevant entity. If none of the proceeds will go to the relevant entity, provide a statement of that fact.

The estimated net proceeds will be approximately S\$20 million if Scenario 1 occurs and all of the Warrants issued thereunder are exercised (the “**Scenario 1 Net Proceeds**”), S\$9.5 million if Scenario 2 occurs and none of the Warrants are exercised (the “**Scenario 2 Net Proceeds**”) and S\$19.1 million if Scenario 3 occurs and all of the Warrants issued thereunder are exercised (the “**Scenario 3 Net Proceeds**”), after deducting estimated costs and expenses of S\$120,000.00 incurred in connection with the Rights cum Warrants Issue (the “**Net Proceeds**”).

All the Net Proceeds will go to the Company.

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

For illustrative purposes only, the following table is an estimate of the proportions of how the Company intends to use the Net Proceeds:

| Use of Proceeds | Scenario 1 and all Warrants exercised | | Scenario 2 and no Warrants exercised | | Scenario 3 | |
|---------------------------------|---------------------------------------|------------|--------------------------------------|------------|---------------|------------|
| | S\$ (million) | % | S\$ (million) | % | S\$ (million) | % |
| Business expansion | 5.0 | 25 | 1.9 | 20 | 4.8 | 25 |
| Repayment of loans and/or debts | 10.0 | 50 | 5.7 | 60 | 9.5 | 50 |
| Working Capital | 5.0 | 25 | 1.9 | 20 | 4.8 | 25 |
| Total | 20.0 | 100 | 9.5 | 100 | 19.1 | 100 |

The Company will make periodic announcements on the utilisation of the Net Proceeds as and when such proceeds are materially disbursed, and provide a status report on the use of the proceeds raised in its interim and full-year financial statements issued under Rule 705 of the Listing Manual and its annual report. Where the proceeds have been used for working capital purposes, the Company will provide a breakdown with details on how the proceeds have been applied in the announcements and annual report. Where there is any material deviation from the stated use of proceeds, the Company will announce the reasons for such deviation.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Pending the deployment of the Net Proceeds from the Rights cum Warrants Issue for the uses identified above, such Net Proceeds may be placed as deposits with financial institutions and/or invested in short-term money market or debt instruments and/or for any other purposes on a short-term basis, as the Directors may in their absolute discretion deem fit.

In the event that any part of the Company's proposed uses of the Net Proceeds does not materialise or proceed as planned, the Directors will carefully evaluate the situation and may reallocate the proceeds to other purposes and/or hold such funds on short-term deposits for as long as the Directors deem it to be in the interest of the Company and the Shareholders. Any change in the use of the Net Proceeds will be subject to the Listing Manual and appropriate announcements will be made by the Company on SGXNET.

In the opinion of the Directors, there is no minimum amount that must be raised from the Rights cum Warrants Issue. The Directors are of the opinion that:

- (i) after taking into consideration the present bank facilities and the factors mentioned below, the working capital available to the Group is sufficient to meet its present requirements and the Rights cum Warrants Issue is being undertaken for the reasons stated above; and
- (ii) after taking into consideration the present bank facilities, the factors mentioned below and the Net Proceeds, the working capital available to the Group is sufficient to meet its present requirements.

The opinion of the Directors referred to above has taken into account the following factors:

- (a) one of the Company's Substantial Shareholders, Dato Choo has provided a letter of financial support expressing his willingness to provide continuing financial support upon terms and conditions agreeable to both parties to enable the Group to operate and meet their financial obligations and commitments as and when they fall due for the period up till 7 April 2018;
- (b) Dato Choo had also provided a written confirmation not to demand repayment of borrowings of S\$1,000,000 and S\$200,000 owing by the Group to him and payables of S\$3,500,000 owing by the Group to a former shareholder of the Company's subsidiary corporation (which he is a director and has 55% equity interests in), until the date when the Group has the financial ability to make the repayment or their respective contractual maturity dates on 5 March 2020, 2 February 2018 and 6 November 2019;
- (c) CMIC Hemodialysis (Hong Kong) Limited has entered into a third supplementary agreement with a third party, Concorde Global Limited to extend the maturity date of the HK\$20 million loan from 27 June 2017 to 27 December 2017. The loan is secured by a corporate guarantee granted by the Company and a deed of guarantee granted by Dato Choo (please refer to the SGXNET announcements dated 20 June 2016, 13 December 2016, 29 March 2017 and 27 June 2017); and
- (d) the banking and other facilities currently being made available to the Company.

4. For each dollar of the proceeds from the offer that will be raised by the relevant entity, state the estimated amount that will be allocated to each principal intended use and the estimated amount that will be used to pay for expenses incurred in connection with the offer.

Based on the occurrence of Scenario 1 and all Warrants exercised and the intended use of proceeds as defined in paragraph 3 above, for each dollar of the gross proceeds from the Rights cum Warrants Issue, the estimated amount that will be allocated for the intended use and the estimated amount that will be used to pay for expenses incurred in connection with the Rights cum Warrants Issue are as follows (excluding proceeds from any exercise of Warrants):

- (a) approximately S\$0.2485 for each dollar of gross proceeds raised will be allocated as general working capital of the Group;

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (b) approximately S\$0.4971 for each dollar of gross proceeds raised will be allocated for the repayment of loans and/or debts of the Group;
- (c) approximately S\$0.2485 for each dollar of gross proceeds raised will be allocated as funding growth and expansion (as and when the opportunities arise) of the Group; and
- (d) approximately S\$0.0059 for each dollar of gross proceeds raised will be allocated as expenses incurred in connection with the Rights cum Warrants Issue.

Based on the occurrence of Scenario 2 and no Warrants exercised and the intended use of proceeds as defined in paragraph 3 above, for each dollar of the gross proceeds from the Rights cum Warrants Issue, the estimated amount that will be allocated for the intended use and the estimated amount that will be used to pay for expenses incurred in connection with the Rights cum Warrants Issue are as follows (excluding proceeds from any exercise of Warrants):

- (a) approximately S\$0.1975 for each dollar of gross proceeds raised will be allocated as general working capital of the Group;
- (b) approximately S\$0.5925 for each dollar of gross proceeds raised will be allocated for the repayment of loans and/or debts of the Group;
- (c) approximately S\$0.1975 for each dollar of gross proceeds raised will be allocated as funding growth and expansion (as and when the opportunities arise) of the Group; and
- (d) approximately S\$0.0125 for each dollar of gross proceeds raised will be allocated as expenses incurred in connection with the Rights cum Warrants Issue.

Based on the occurrence of Scenario 3 and the intended use of proceeds as defined in paragraph 3 above, for each dollar of the gross proceeds from the Rights cum Warrants Issue, the estimated amount that will be allocated for the intended use and the estimated amount that will be used to pay for expenses incurred in connection with the Rights cum Warrants Issue are as follows (excluding proceeds from any exercise of Warrants):

- (a) approximately S\$0.2484 for each dollar of gross proceeds raised will be allocated as general working capital of the Group;
- (b) approximately S\$0.4969 for each dollar of gross proceeds raised will be allocated for the repayment of loans and/or debts of the Group;
- (c) approximately S\$0.2484 for each dollar of gross proceeds raised will be allocated as funding growth and expansion (as and when the opportunities arise) of the Group; and
- (d) approximately S\$0.0063 for each dollar of gross proceeds raised will be allocated as expenses incurred in connection with the Rights cum Warrants Issue.

5. If any of the proceeds to be raised by the relevant entity will be used, directly or indirectly, to acquire or refinance the acquisition of an asset other than in the ordinary course of business, briefly describe the asset and state its purchase price. If the asset has been or will be acquired from an interested person of the relevant entity, identify the interested person and state how the cost to the relevant entity is or will be determined.

Not Applicable.

6. If any of the proceeds to be raised by the relevant entity will be used to finance or refinance the acquisition of another business, briefly describe the business and give information on the status of the acquisition.

Not Applicable.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

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

Concorde Global Limited has granted a loan of a principal amount of HK\$20,000,000 to the Company's wholly owned subsidiary, CMIC Hemodialysis (Hong Kong). After the entry into a supplementary agreement dated 13 December 2016, a second supplementary agreement dated 29 March 2017 and a third supplementary agreement dated 27 June 2017, the outstanding amount under the loan is due on 27 December 2017. The Company intends to use the Net Proceeds to repay the loan including interests accrued thereon from Concorde Global Limited.

Dato Choo had on separate occasions granted loans for the principal amount of S\$200,000 to the Company which is due on 1 February 2018 and S\$1,000,000, which is due on 5 March 2020. The proceeds from the loan granted by Dato Choo have been used for business expansion and working capital purposes. The Company intends to use the Net Proceeds to repay the loan including interests accrued thereon from Dato Choo.

An amount of S\$3,500,000, being the deferred consideration for the acquisition of a majority stake in China iMyth Company Pte. Ltd., is owing and payable by the Group to China Medical Investments Co Pte. Ltd. and the Company intends to use the Net Proceeds to make payment of such payables to China Medical Investments Co Pte. Ltd..

Ms Chang Shyre Gwo has granted a loan of a principal amount of S\$800,000 to the Company, which is due on 27 November 2017. The proceeds from the loan granted by Ms Chang Shyre Gwo have been used for working capital purposes. The Company intends to use the Net Proceeds to repay the loan and interests due thereon from Ms Chang Shyre Gwo.

In the event that the Net Proceeds is insufficient for the Company to make the repayment to Concorde Global Limited, Dato Choo and/or Ms Chang Shyre Gwo, the Company will use internal funds and/or seek external financing as the Directors may deem fit.

- 8. In the section containing the information referred to in paragraphs 2 to 7 of this Part or in an adjoining section, disclose the amount of discount or commission agreed upon between the underwriters or other placement or selling agents in relation to the offer and the person making the offer. If it is not possible to state the amount of discount or commission, the method by which it is to be determined must be explained.**

Not applicable as the Rights cum Warrants Issue is not underwritten and no placement or selling agents have been appointed in relation to the Rights cum Warrants Issue.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

INFORMATION ON THE RELEVANT ENTITY

9. Provide the following information:

- (a) the address and telephone and facsimile numbers of the relevant entity's registered office and principal place of business (if different from those of its registered office);

Registered Office

Address : 360 Orchard Road
#04-08 International Building
Singapore 238869

Tel : (65) 6262 6211

Fax : (65) 6262 5011

- (b) the nature of the operations and principal activities of the relevant entity or, if it is the holding company or holding entity of a group, of the group;

The Group commenced its distribution and agency business in 1987, supplying quality products and solutions for the metal industries in ASEAN. The Group represents world class producers in a wide range of raw materials, consumables and disposable supplies, measuring systems, equipment and engineering spares for steel melting plants, steel rolling mills, cast iron and steel foundries.

The Group diversified into the aesthetics medical and healthcare sector with the acquisition of a majority stake in China iMyth Company Pte. Ltd. ("China iMyth") which holds an aesthetics medical practice in Taipei. China iMyth focuses on aesthetics medicine including botox, laser treatments, plastic surgery, anti-ageing treatments and detoxification. China iMyth also expanded into the PRC by partnering and collaborating with aesthetics clinics in Shenzhen and eventually to other cities.

The Group currently has an interest in a kidney hospital in Qingdao.

As at the Latest Practicable Date, the Group's subsidiaries are as follows:

| Name | Country of incorporation/ principal place of business | Principal activities | Effective equity held by the Group % |
|-----------------------------------|--|--|---|
| <u>Held by the Company</u> | | | |
| Albedo Corporation Pte. Ltd. | Singapore | To carry on the business of general merchants, importers, exporters, commission agents and dealers in raw materials, consumables, instruments and semi-finished products for steel mills, iron and steel foundries and aluminium smelters in the Asia-Pacific region | 100 |

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

| | | | |
|--|-----------|---|-----|
| Albedo Sdn. Bhd | Malaysia | Provision of marketing, distribution and related services and trading in raw materials, consumables, instruments and semifinished products for steel mills, iron and steel foundries and aluminium smelters | 100 |
| China iMyth Company Pte. Ltd. | Singapore | Investment holding and provision of management services | 51 |
| CMIC Hemodialysis Pte. Ltd. | Singapore | Investment holding | 100 |
| CMIG Medical Services (Hong Kong) Limited | Hong Kong | Investment holding and provision of management services | 100 |
| CMIG Medical Clinics (Hong Kong) Limited | Hong Kong | Investment holding and provision of management services | 100 |
| <u>Held by CMIC Hemodialysis Pte. Ltd.</u> | | | |
| CMIC Hemodialysis (Hong Kong) Limited | Hong Kong | Investment holding and provision of management services | 100 |
| <u>Held by China iMyth Company Pte. Ltd.</u> | | | |
| iMyth Taiwan Limited | Taiwan | Provision of management services required for operation of clinics, including office, facilities, equipment, medical materials and pharmaceuticals | 51 |
| China iMyth (Hong Kong) Limited | Hong Kong | Investment holding and provision of management services | 51 |
| <u>Held by China iMyth (Hong Kong) Limited</u> | | | |
| China iMyth (Shanghai) Co., Ltd. | China | Engagement in research and development, technical support, market development and management consultancy in the field of aesthetics medicine and plastic surgery | 51 |
| <u>Held by China Medical Services (Hong Kong) Limited</u> | | | |
| CMIG Ren Feng Med-Biotechnology Limited | Hong Kong | Investment holding and provision of management services | 50 |
| CMIG Ren Feng Medical (Futian) Limited | Hong Kong | Investment holding and provision of management services | 50 |

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

| | | | |
|--|-----------|---|-----|
| CMIG Ren Feng Medical (Nanshan) Limited | Hong Kong | Investment holding and provision of management services | 50 |
| CMIG GY Sales Limited | Hong Kong | Investment holding and provision of management services | 51 |
| <u>Held by CMIC Hemodialysis (Hong Kong) Limited</u> | | | |
| CMIC Renal Hospital Management (Beijing) Co.,Ltd. | China | Engagement in hospital management (excluding clinical services), enterprise management, marketing plan, economic trade consultation | 100 |

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- (c) **the general development of the business from the beginning of the period comprising the 3 most recent completed financial years to the latest practicable date, indicating any material change in the affairs of the relevant entity or the group, as the case may be, since:**
- (i) **the end of the most recent completed financial year for which financial statements of the relevant entity have been published; or**
 - (ii) **the end of any subsequent period covered by interim financial statements, if interim financial statements have been published;**

The significant developments in the Group's business in chronological order from the beginning of the period comprising the three (3) most recent completed financial years to the Latest Practicable Date are set out below. Shareholders are advised to refer to the public announcements released by the Company on SGXNET for further details on these developments.

FY2014

PROPOSED PLACEMENT OF UP TO 260,000,000 NON-LISTED AND NON-TRANSFERABLE WARRANTS

On 13 December 2013, the Company announced that it had on 12 December 2013 entered into separate subscription agreements with Dato Dr Choo Yeow Ming and Leong Woon Poh Terry in relation to the placement of up to 260,000,000 non-listed and non-transferable warrants at the issue price of S\$0.001 per warrant, with each warrant carrying the right to subscribe for one (1) new Share at the exercise price of S\$0.004338 per new Share.

On 3 January 2014, the Company announced that it had received the listing and quotation notice from SGX-ST, subject to the Company's compliance with the SGX-ST's listing requirements.

On 24 January 2014, the Company announced the completion of the Proposed Placement and the issuance of 260,000,000 Warrants.

On 24 January 2014, the Company announced that Leong Woon Poh, Terry had exercised 60,000,000 Warrants, which resulted in the allotment and issuance of 60,000,000 new ordinary shares. The 60,000,000 New Shares were listed and quoted on Catalist and trading of the 60,000,000 New Shares commenced on 28 January 2014 from 9.00 a.m. onwards.

On 11 February 2014, the Company announced that Dato' Dr Choo Yeow Ming had exercised 45,000,000 Warrants, which resulted in the allotment and issuance of 45,000,000 new ordinary shares. The 45,000,000 New Shares were listed and quoted on Catalist and trading of the 45,000,000 New Shares commenced on 13 February 2014 from 9.00 a.m. onwards.

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On 28 February 2014, the Company announced that Dato Dr Choo Yeow Ming had exercised 45,000,000 Warrants, which resulted in the allotment and issuance of 45,000,000 new ordinary shares. Accordingly, the issued and paid-up share capital of the Company had increased from 1,812,227,715 to 1,857,227,715 ordinary shares. The 45,000,000 New Shares were listed and quoted on Catalist and trading of the 45,000,000 New Shares commence on 4 March 2014 from 9.00 a.m. onwards.

On 25 January 2017, the Company announced that the balance 110,000,000 Warrants held by Leong Woon Poh Terry were not exercised by 5.00 p.m. on 24 January 2017 and had expired and ceased to be valid.

UPDATE ON PROPOSED ACQUISITION OF THE ENTIRE SHARE CAPITAL OF REFLECTIONS OASIS INC FROM INFINITE REWARDS INC

On 21 March 2014, the Company clarified its position in relation to certain statements made in the article released on 19 March 2014 in relation to proposed acquisition. The Company and Infinite Rewards Inc had met to discuss the status of the proposed acquisition. As the parties had not reached any mutual agreement on the terms of termination of the conditional sale and purchase agreement, the same remained valid and binding upon both parties. In addition, neither party was entitled to unilaterally terminate the conditional sale and purchase agreement.

On 1 April 2014, the Board clarified its position in relation to certain statements made in the article released on 29 March 2014.

On 10 April 2014, the Company announced that discussions on outstanding issues pertaining to the proposed acquisition were still on-going. Parties were endeavouring to resolve the outstanding issues with a view towards the fulfilment of the conditions precedent of the conditional sale and purchase agreement and the supplemental agreement, prior to the long-stop date. Accordingly, the parties continued to be bound by their respective obligations under the conditional sale and purchase agreement and the supplemental agreement.

On 25 July 2014, the Company announced that the parties had encountered difficulties during the course of fulfilling the conditions precedent of the conditional sale and purchase agreement and were unable to reach a consensus in resolving such difficulties. As such, the parties had entered into a termination agreement to mutually terminate the conditional sale and purchase agreement. Infinite Rewards Inc had paid the Company a settlement sum of S\$500,000.00 pursuant to the termination agreement and the conditional sale and purchase agreement was terminated with immediate effect. The settlement sum was expected to cover substantially the portion of the professional fees incurred by the Company in connection with the proposed acquisition.

Upon the termination of the conditional sale and purchase agreement, the introducer was required to sell the introducer shares pursuant to the terms of an earlier introducer agreement.

APPOINTMENT OF MR HOR SIEW FU AS CHIEF FINANCIAL OFFICER

On 30 April 2014, the Company announced that it had appointed Mr Hor Siew Fu as its Chief Financial Officer with effect from 1 May 2014.

COMPLETION OF CREDITORS' VOLUNTARY LIQUIDATION OF SUBSIDIARY

On 15 August 2014, the Company announced that the creditors' voluntary liquidation of the Company's wholly-owned subsidiary, Albedo Resources Pte Ltd had completed.

GRANT OF OPTIONS PURSUANT TO THE ALBEDO EMPLOYEES' SHARE OPTION SCHEME

On 2 October 2014, the Company announced the grant of an aggregate of 105,500,000 Options ("ESOS Options") pursuant to the Albedo Employees' Share Option Scheme. The exercise price of the ESOS Options was S\$0.013 per ESOS Option, which was equal to the average of the last dealt prices for the Company's shares on Catalist over the three (3) consecutive market days immediately preceding the date of grant of the ESOS Options, rounded up to the nearest whole cent in the event of fractional prices. The ESOS Options were to be valid for 10 years from the date

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of grant with a vesting period of 1 year. Of the 105,500,000 ESOS Options, 100,000,000 ESOS Options were granted to Directors.

UPDATE ON LEGAL PROCEEDINGS RELATING TO THAI SUBSIDIARY

On 19 December 2014, the Company updated shareholders on the legal proceedings against its 70% – owned subsidiary Thai Tech Steel (2003) Co., Ltd. (“**TTS2003**”) and certain of its officers. As previously announced on 21 August 2012 for the corporate guarantees which the Company had provided in respect of two loan facilities extended by two financial institutions to TTS2003, the Company had in 2013 paid an amount of approximately Thai Baht 48.4 million (then equivalent to approximately S\$1.9 million) to one of the financial institutions as full and final settlement of its obligations as a guarantor to that financial institution. The Company’s obligation as a guarantor to the other financial institution for the loan facility was disclosed as a contingent liability in the Company’s FY2013 annual report. The Company had on 19 December 2014 paid an amount of approximately Thai Baht 17.1 million (then equivalent to approximately S\$0.69 million) as full and final settlement of its obligations as a guarantor (the “**Second Settlement**”) to the second financial institution. Following the payment of the Second Settlement, all the Company’s obligations as a guarantor to TTS2003 were to be discharged in full. The Board was of the view that the repayment of the above settlement amounts were within the capabilities of the Company and, barring unforeseen circumstances, such repayment was not expected to have any material adverse impact on the cash flow of the Group for the next twelve months from the date of the announcement.

PROPOSED DISPOSAL OF SUBSIDIARY – TTS2003

On 19 December 2014, the Company announced that it had entered into a conditional sale and purchase agreement with Thoroughbred Holdings Pte. Ltd., for the sale of an aggregate of 1,190,000 ordinary shares of THB 100 each in TTS2003, representing 70% of the total number of issued shares in TTS2003 (the “**Sale Shares**”), for an aggregate consideration of S\$1.00.

As the Sale Shares represented the entire interest of the Company in TTS2003, the Company would cease to have any interest in TTS2003 and TTS2003 would cease to be a subsidiary of the Company following the completion of the proposed disposal. The consideration which was satisfied in cash was arrived at after arm’s length negotiations on a willing-buyer and willing-seller basis and after taking into consideration the rationale of the proposed disposal. The Group would expect to realise net loss of approximately S\$8,223,835. Except for the payment of approximately S\$0.69 million made in December 2014 under the Company’s obligation as a guarantor to a financial institution, the balance of approximately S\$7.5 million had no impact on the cash flow of the Company for FY2014.

At the time of the announcement, TTS2003 had been in official receivership since July 2010 following legal and bankruptcy proceedings against TTS2003. Since then, the Group had no access to the financial information of TTS2003, and TTS2003 had been de-consolidated as a subsidiary of the Group. Based on the latest available financial report of TTS2003 as at 31 December 2009, the net asset value of TTS2003 was approximately S\$6.3 million. The amount owing to the Group was approximately S\$8.2 million.

The Management and the Board had assessed and determined that it would be unlikely that the Group would be able to recover any of the amounts owed by TTS2003 based on its attempted discussions with the official receiver. There was also the possibility that the Company may be exposed to potential liabilities if it continues to hold interest in TTS2003.

As such, the Management and the Board believed it was in the best interest of the Group to dispose TTS2003 at a nominal consideration. The proposed disposal was also in line with the Group’s strategy of streamlining its non-performing business and to reduce the Group’s operating costs as well as to improve its operational efficiencies. The proposed disposal would enable the Company to actively explore new businesses or assets to be injected into the Group should the opportunity arises.

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On 23 December 2014, the Company announced the completion of the proposed disposal. Following the completion, TTS2003 ceased to be a subsidiary of the Company. The legal proceedings relating to TTS2003 was no longer be relevant to the Company.

ADJUSTMENTS TO EXERCISE PRICE OF SHARE OPTIONS

On 23 December 2014 the Company announced that following the rights cum warrants issue, the total issued share capital of the Company had increased and varied accordingly. Adjustments being made to the exercise price of the outstanding options and the Company's auditors, Foo Kon Tan Grant Thornton LLP, confirmed that they had no comments on the adjusted exercise price. The adjustments took effect on 23 December 2014.

The adjustments did not result in a change in the number of outstanding options issued by the Company.

FY2015

HOLDING ANNOUNCEMENT

On 14 April 2015, the Company announced that it has been approached to explore a potential acquisition of shares in another company. Shareholders of the Company were advised that such discussions are preliminary and non-binding in nature and there is no assurance that any definitive or binding agreements or any transaction will result from such discussions.

PROPOSED ACQUISITION OF 51% OF THE ISSUED AND PAID UP SHARE CAPITAL OF CHINA IMYTH COMPANY PTE. LTD.

On 11 June 2015, the Company announced that it had entered into a conditional sale and purchase agreement with China Medical Investments Co Pte. Ltd. in relation to the proposed acquisition of 51% of the issued and paid up share capital of China iMyth Company Pte. Ltd. ("**China iMyth**") for the aggregate consideration of S\$18.875 million. In satisfaction of the total consideration, a sum of S\$12 million in cash would be paid to China Medical Investments Co Pte. Ltd. and the Company would allot and issue 550,000,000 Shares at a deemed issue price of approximately S\$0.0125 per Share to China Medical Investments Co Pte. Ltd..

At the time of the announcement, China iMyth was a private limited company incorporated in Singapore as a joint venture between China Medical Investments Co Pte. Ltd. and Dr. Chung Yih-Chen. Dr. Chung leads an amalgamation of doctors from a previous medical practice in Taiwan known as iMyth Aesthetic Medical Group, which was established since 2008. China iMyth was formed in April 2015 to assume and operate the same medical practices, clinics and businesses of iMyth Aesthetic Medical Group. It operated specialist clinics in health and beauty and hospitals specialising in medical cosmetology and orthopedic surgery. Its health and beauty clinics focus on adult stem cell storage, aesthetic medicine and plastic surgery, as well as cell anti-aging and high-end medical services. Its orthopedic surgery hospitals are located in Guangzhou and Shanghai. Its flagship specialist health and beauty clinic is located in Taoyuan, Taipei and this was specifically set up to cater to the growing demand from the PRC tourists for medical services.

On 11 June 2015, the Company announced that it had entered into an introducer agreement with Mdm Oei Siu Hoa @ Sukmawati Widjaja, pursuant to which the Company will allot and issue 100,000,000 fully paid up free unlisted and non-transferable warrants, with each warrant carrying the right to subscribe for one (1) new Share at the exercise price of S\$0.01125 per warrant. Mdm Oei Siu Hoa @ Sukmawati Widjaja was instrumental in introducing China Medical Investments Co Pte. Ltd. to the Company in respect of the proposed acquisition. The issue of the warrants would enable the Company to conserve its cash. The terms of the introducer agreement were arrived on after negotiations and on an arms length basis between the Company and Mdm Oei Siu Hoa @ Sukmawati Widjaja.

On 12 June 2015, the Company clarified that the proposed issue of warrants, for which shareholders' approval would be sought, constituted an interested party transaction under Chapter 9 of the Listing Manual and the Company will comply with all the applicable requirements set out under the relevant rules in that chapter.

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On 17 June 2015, the Company announced that it had entered into a supplemental agreement with Mdm Oei Siu Hoa @ Sukmawati Widjaja to amend and supplement the introducer agreement. Pursuant to the supplemental agreement, it was agreed, *inter alia*, that subject to the terms and conditions of the introducer agreement, the consideration for the services provided by the Introducer to the Company in relation to the proposed acquisition shall be satisfied by the payment of S\$80,000 in cash by the Company to Mdm Oei Siu Hoa @ Sukmawati Widjaja following the completion of the proposed acquisition instead of the issue and allotment of 100,000,000 free unlisted Warrants.

The Board announced that the Company had on 17 June 2015 entered into a subscription agreement with Mdm Oei Siu Hoa @ Sukmawati Widjaja pursuant to which she agreed to subscribe for up to an aggregate of 200,000,000 Shares at an issue price of S\$0.01125. Mdm Oei Siu Hoa @ Sukmawati Widjaja was subscribing for the Shares for investment purposes in view of the proposed acquisition. Mdm Oei Siu Hoa @ Sukmawati Widjaja is the mother of Mr Hano Maeloa, who is a Director of the Company. Mdm Oei Siu Hoa @ Sukmawati Widjaja was an “interested person” under the Listing Manual as her son, is a Director of the Company. Accordingly, the proposed share placement constituted an interested party transaction within the ambit of Chapter 9 of the Listing Manual.

On 15 October 2015, the Company also announced that it had entered into a supplemental agreement to the sale and purchase agreement relating to the proposed acquisition.

On 6 November 2015, the Company announced the completion of the proposed acquisition, save that the issue of the 550 million Shares would be a post-completion item.

On 27 November 2015, the company announced that it had received the listing and quotation notice from SGX-ST, subject to compliance with the SGX-ST’s listing requirements.

On 1 December 2015, the Company announced that it had allotted and issued 275,000,000 Shares to each of Dato Dr. Choo Yeow Ming and Ms Qiang Lin Mei and 200,000,000 Shares to Mdm Oei Siu Hoa @ Sukmawati Widjaja. Pursuant to the allotment and issuance of the Shares, the total number of issued and paid-up ordinary shares of the Company increased from 1,899,133,315 to 2,649,133,315 Shares. The Shares ranked *pari passu* in all respects with and carried all rights similar to the existing issued Shares of the Company, save that they did not rank for any entitlements, distributions, dividends or rights (if any), the record date in respect of which fell on or before the date of issue of the Shares. The Shares were listed and quoted on Catalist of the SGX-ST with effect from 9.00 a.m. on 3 December 2015.

On 17 May 2016, the Company announced that it had entered into a second supplemental agreement to the sale and purchase agreement relating to the proposed acquisition. As of the date of the second supplemental agreement, there is an outstanding amount of S\$3.5 million due from the Company to China Medical Investments Co Pte. Ltd. which was to be due on 6 May 2016. Pursuant to the second supplemental agreement, it was agreed, *inter alia*, that the due date for the payment of the outstanding amount be extended for another six (6) months, up to 6 November 2016.

On 15 November 2016, the Company announced that it had entered into a third supplemental agreement with China Medical Investments Co Pte Ltd to amend and supplement the sale and purchase agreement, the supplemental agreement and second supplemental agreement. As at the date of the third supplemental agreement, there was an outstanding amount of S\$3.5 million due from the Company to China Medical Investments Co Pte Ltd which was due on 6 November 2016. Pursuant to the third supplemental agreement, it was agreed that the due date for payment of the outstanding amount be further extended for another three years, up to 6 November 2019.

PROPOSED PLACEMENT OF 840,000,000 NON-LISTED AND NON-TRANSFERABLE WARRANTS

On 11 June 2015, the Company announced that it had entered into separate warrant subscription agreements with each of Mr Ng Kai Man, Mr Chew Soo Lin, Mr Toh Ee Han and Mr Lau Eng Seng in relation to the proposed placement of up to 840,000,000 non-listed and non-transferable warrants

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for an issue price of S\$0.001 per warrant, each warrant carrying the right to subscribe for one (1) new Share in the capital of the Company at an exercise price of S\$0.01125 for each new Share.

On 2 July 2015, the Company announced that it had received the listing and quotation notice from SGX-ST, subject to compliance with the SGX-ST's listing requirements.

On 13 July 2015, the Company announced the completion of the proposed placement.

On 25 January 2017, the Company announced that it has entered into separate termination deeds with each of Mr Ng Kai Man, Mr Chew Soo Lin, Mr Toh Ee Han and Mr Lau Eng Seng to terminate and cancel their respective number of unlisted warrants constituted under the respective deed polls. Pursuant to the termination deeds, each of Mr Ng Kai Man, Mr Chew Soo Lin, Mr Toh Ee Han and Mr Lau Eng Seng irrevocably surrenders all his right, interests and title to the warrants in consideration of the payment by the Company of the relevant cancellation fee. The cancellation fee was arrived at through negotiations between the parties which were conducted on an arm's length basis, after taking into account the original subscription price, exercise price and date of expiry of the warrants as well as the last traded price of the Company's shares of S\$0.012 on 20 January 2017. The payment of the cancellation fee would be funded by internal resources as well as proceeds from fund raising exercises undertaken by the Company.

CHANGE OF AUDITORS

On 12 October 2015, the Company announced its intention to change its auditors from Foo Kon Tan LLP to Nexia TS Public Accounting Corporation which was subject to Shareholders' approval at an extraordinary general meeting ("**Proposed Change of Auditor**").

In relation to the Proposed Change of Auditor, as set out in the circular dated 15 October 2015 issued by the Company, Foo Kon Tan LLP, who had been the auditors since FY2009 had, at the request of the Company, given notice to the Company on 8 October 2015 of their intention to retire as auditors of the Company. After reviewing the credentials and competitive proposals of auditing firms, the Audit Committee had recommended the appointment of Nexia TS Public Accounting Corporation, in place of Foo Kon Tan LLP, which was approved by the Board.

On 6 November 2015, an extraordinary general meeting of the Company was convened, during which Shareholders' approval was obtained for the change in the Company's auditors from Foo Kon Tan LLP to Nexia TS Public Accounting Corporation. The change of auditors took effect on 6 November 2015.

APPOINTMENT AND RE-DESIGNATION OF CHIEF EXECUTIVE OFFICER AND RECONSTITUTION OF THE BOARD OF DIRECTORS

On 19 November 2015, the Company announced the appointment of Dr He Jubin as the Chief Executive Officer of the Group and that there had been a reconstitution of the Board of the Company, both events effective as of 19 November 2015.

FY2016

PROPOSED PLACEMENT OF 100,000,000 NEW ORDINARY SHARES

On 4 January 2016, the Company announced that it entered into a subscription agreement with Mr Toh Ee Han in relation to the placement of 100,000,000 Shares at an issue price of S\$0.01.

On 2 February 2016, the Company announced that it had received the listing and quotation notice from SGX-ST, subject to compliance with the SGX-ST's listing requirements.

On 1 March 2016, the Company announced that it had entered into a termination agreement with Mr Toh Ee Han to formally terminate the subscription agreement. Following the execution of the termination agreement, the Company's and Mr Toh Ee Han's respective obligations and liabilities under the subscription agreement ceased. The subscription agreement was terminated with mutual consent. The Company had received a deposit of S\$500,000 from Mr Toh Ee Han in connection with the subscription agreement, of which S\$400,000 would be refunded (without interest) and the remaining S\$100,000 forfeited by Mr Toh in favour of the Company following the termination.

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MASTER MARKETING AGREEMENT WITH 浙江联和必盛健康科技股份有限公司 (“WEALTH UNION”)

On 8 January 2016, the Company announced that the Company had entered into a master marketing agreement (the “**Marketing Agreement**”) with Wealth Union. At the time of the announcement, Wealth Union operates and franchises a network of 286 slimming salons, 21 fitness centres and three gymnasiums mostly under the W.U. Superfitness and Rejoy brands. The brands are franchised to more than 350 entrepreneurs across various parts of China. Wealth Union had annual revenue of over RMB153 million the previous year and a clientele database of approximately one million health and beauty conscious clients.

Under the Marketing Agreement, the Company was appointing, on a non-exclusive basis, Wealth Union as one of its global marketing agents to facilitate the marketing and promotion of its aesthetic medical services worldwide with particular focus in the PRC, Taiwan, Korea, Japan, and countries which form the ASEAN. Services provided by Wealth Union will be in the field of research and development, technical support, market development and management consultancy services in relation to the Group’s aesthetic medical business. Wealth Union shall provide the aforementioned services exclusively to the Company. Under the Marketing Agreement, Wealth Union shall recommend any potential client to the licensed provider(s) of the aesthetic medical services partnered with or designated by the Company.

THE PROPOSED PLACEMENT OF 300,000,000 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY

On 8 January 2016, the Company entered into a subscription agreement with Mr Kiow Kim Yoon pursuant to which Mr Kiow Kim Yoon agreed to subscribe for an aggregate of 300,000,000 Shares at an issue price of S\$0.01.

On 2 February 2016, the Company announced that it had received the listing and quotation notice from SGX-ST, subject to compliance with the SGX-ST’s listing requirements.

On 1 March 2016, the Company allotted and issued 300,000,000 Shares to Mr Kiow Kim Yoon. Pursuant to the allotment and issuance of the Shares, the total number of issued and paid-up ordinary shares of the Company has increased from 2,649,133,315 to 2,949,133,315 Shares. The Shares ranked *pari passu* in all respects with and carry all rights similar to the existing issued Shares of the Company, save that they do not rank for any entitlements, distributions, dividends or rights (if any), the record date in respect of which falls on or before the date of issue of the Shares.

UPDATES REGARDING THE GROUP’S MEDICAL AESTHETICS AND HEALTHCARE BUSINESS

On 8 January 2016, following the diversification of the Company’s core business which was approved by shareholders at the extraordinary general meeting held on 6 November 2015, the Company entered into a memorandum of understanding on 8 January 2016 with 青岛肾友医疗投资有限公司 (Qingdao Shenyou Medical Investment Holding Limited) (“**Qingdao Shenyou**”) regarding the Company’s proposed expansion into the haemodialysis business. Qingdao Shenyou had entered into a 20 year lease of a building (the “**Kidney Hospital**”) in Qingdao, PRC, which was currently undergoing renovations to be refitted into a 300 bed hospital which will serve patients of chronic kidney diseases including the provision of haemodialysis services. Pursuant to the memorandum of understanding, Qingdao Shenyou shall procure the approval of the relevant authorities for the Group to operate and manage the Kidney Hospital. To this end, the Company and Qingdao Shenyou would use their best efforts to enter into a management agreement for the management and operation of the Kidney Hospital by the Group. The Kidney Hospital was scheduled to commence operations by 1 July 2016. It was anticipated that the capital expenditure required for the Kidney Hospital’s renovation and equipment would be in the region of S\$9 million, which the Company intends to be financed through internally generated funds, bank borrowings and/or equity fund raising.

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In connection with the proposed management by the Group of the Kidney Hospital, the Company acquired the entire issued share capital of CMIC (Hemodialysis) Pte. Ltd., a company incorporated in Singapore (“**CMICH**”) for S\$2.00. CMICH had since its incorporation been a dormant company. The Company intended to use CMICH to be the indirect holding company of the Company’s subsidiary which will be set up to manage and operate the Kidney Hospital.

As mentioned in the circular to shareholders dated 15 October 2015, the Company had also entered into a shareholders’ agreement with Qingdao HaiFan Cosmetics Co., Ltd ((青島海帆化妝品有限公司) (“**Qingdao HaiFan**”). The principal of Qingdao HaiFan, Ms Wu Hong Bo had received in principle approval for the operation of a new aesthetic medical clinic in Qingdao. The Company would be collaborating with Ms Wu Hong Bo to operate this new aesthetic medical clinic.

The Company was also exploring entry into other healthcare related businesses and to this end it is currently in negotiations with third parties regarding (a) the management of a chain of community clinics as well as to provide geriatric medical services to the aging population in the PRC and (b) collaboration with another medical aesthetic group.

CESSATION OF MR HOR SIEW FU AS CHIEF FINANCIAL OFFICER OF THE COMPANY

On 29 February 2016, the Company announced that Mr Hor Siew Fu had ceased to be its Chief Financial Officer with effect from 29 February 2016.

CHANGE OF COMPANY NAME

On 20 April 2016, the Company announced that the shareholders had approved the proposed change of name from “Albedo Limited” to “China Medical (International) Group Limited”, and the Company would be known by its new name with effect from 20 April 2016. On the same day, the Company announced that its trading counter name on the SGX-ST would be changed to “China Med Intl” with effect from 25 April 2016 at 9.00 a.m.

INCORPORATION OF TWO (2) WHOLLY OWNED SUBSIDIARIES IN HONG KONG

On 10 May 2016, the Company announced that it had incorporated two (2) wholly-owned Subsidiaries in Hong Kong as follows:

- (a) CMIG Medical Services (Hong Kong) Limited 熙盟醫療保健(香港)有限公司; and
- (b) CMIG Medical Clinics (Hong Kong) Limited 熙盟醫療診所(香港)有限公司.

At the time of the announcement, each of these Subsidiaries had a issued and paid-up share capital of HKD100.00. The principal activities of these Subsidiaries were investment holding.

APPOINTMENT OF MR TAN KAI TECK AS CHIEF FINANCIAL OFFICER

On 16 May 2016, the Company announced that it had appointed Mr Tan Kai Teck as its Chief Financial Officer with effect from 16 May 2016.

LOAN OF HK\$20,000,000 GRANTED TO THE COMPANY’S SUBSIDIARY

On 20 June 2016, the Company announced that its wholly owned subsidiary, CMIC Hemodialysis (Hong Kong), had entered into a loan agreement with Concorde Global Limited for the principal amount of HK\$20,000,000 (then equivalent to S\$3,468,000). The unpaid principal amount outstanding from time to time shall be subject to interest at the rate of 12.0% per annum and will be payable until the loan was repaid in full. The maturity date was 19 December 2016.

On 13 December 2016, the Company announced that CMIC Hemodialysis (Hong Kong) Limited entered into a supplemental agreement with Concorde Global Limited to amend and supplement the loan agreement. As at the date of the supplemental agreement, there was an outstanding amount of HK\$20,000,000 due from CMIC Hemodialysis (Hong Kong) Limited to the Concorde Global Limited which will be due on 19 December 2016. Pursuant to the Supplemental Agreement, the maturity date was extended to 28 March 2017. Except as to the extent varied or amended by the provisions of the supplemental agreement, the terms and conditions of the loan agreement shall remain unchanged and continued to be in full force and effect in all respect.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

On 29 March 2017, the Company announced that CMIC Hemodialysis (Hong Kong) Limited entered into a second supplemental agreement with Concorde Global Limited to amend and supplement the loan agreement and the supplemental agreement. As at the date of the second supplemental agreement, there was an outstanding amount of HK\$20,565,479 (then equivalent to S\$3,691,503.48) (amount inclusive of accrued interest). Pursuant to the second supplemental agreement, it was agreed, *inter alia*, that the maturity date be extended to 27 June 2017 subject to the payment of an extension fee in the amount of HK\$100,000.00 (then equivalent to S\$17,950.00) which was payable by CMIC Hemodialysis (Hong Kong) Limited to Concorde Global Limited upon the signing of the second supplemental agreement. The extension fee was paid to Concorde Global Limited at the signing of the second supplemental agreement.

On 27 June 2017, the Company announced that CMIC Hemodialysis (Hong Kong) Limited entered into a third supplemental agreement with Concorde Global Limited to amend and supplement the loan Agreement, the supplemental agreement and the second supplemental agreement. As at the date of the third supplemental agreement, there was an outstanding amount of HK\$20,177,534.25 (then equivalent to S\$3,587,565.59) (amount inclusive of accrued interest). Pursuant to the third supplemental agreement, it was agreed, *inter alia*, that the maturity date was extended to 27 December 2017 and that CMIC Hemodialysis (Hong Kong) Limited would pay to Concorde Global Limited interest on the outstanding amount at a rate of 14.0% per annum (instead of 12% per annum) from the date of the third supplemental agreement until the outstanding amount is repaid in full. Except as to the extent varied or amended by the provisions of the third supplemental agreement, the terms and conditions of the loan Agreement, the supplemental agreement and the second supplemental agreement remained in full force and effect.

CHANGE IN REGISTERED ADDRESS

On 27 June 2016, the Company changed its registered office to 360 Orchard Road #04-08 International Building Singapore 238869.

ENTRY INTO A JOINT VENTURE AGREEMENTS AS PART OF BUSINESS EXPANSIONS PLANS INTO THE PEOPLE'S REPUBLIC OF CHINA

On 18 August 2016, the Company announced that its wholly-owned subsidiary, CMIG Medical Services (Hong Kong) Limited had entered into four separate joint venture agreements on 17 August 2016 with Dr Yan Hai and Dr Qin Hong and Gen Young Aesthetic Medical Management Consultancy Limited (“GY”), to incorporate several joint venture companies under the laws of Hong Kong.

On 30 August 2016, the Company announced that that four joint venture companies have been incorporated in the Hong Kong Special Administrative Region of the People's Republic of China on 30 August 2016 with the following details:

- (a) CMIG Ren Feng Medical (Futian) Limited has an initial issued and paid-up capital of HK\$1,736,395.00 divided into 10,000 shares;
- (b) CMIG Ren Feng Medical (Nanshan) Limited has an initial issued and paid-up capital of HK\$10,000.00 divided into 10,000 shares;
- (c) CMIG Ren Feng Med-Biotechnology Limited has an initial issued and paid-up capital of HK\$10,000.00 divided into 10,000 shares; and
- (d) CMIG GY Sales Limited has an initial issued and paid-up capital of HK\$100.00 divided into 100 shares

The principal business activity of each of the joint venture companies is investment holding.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PROPOSED ACQUISITION OF 51% OF THE ISSUED AND PAID UP SHARE CAPITAL OF EASTLIFE AND MAXGLOBE

On 21 October 2016, the Company announced that it had entered into a framework agreement with, *inter alia*, Asia Pacific Medical Group Limited to acquire 51% of the entire issued share capital of each of Eastlife and Maxglobe for the aggregate consideration of S\$9,500,000. In satisfaction of the total consideration, a sum of S\$6.5 million in cash would be paid to Asia Pacific Medical Group Limited and the Company would allot and issue such number of Shares at an issue price (to be determined) and which would be subject to a moratorium period of 6 months from the completion date of the proposed acquisition. The consideration was arrived at after arm's length negotiations between the Company and Asia Pacific Medical Group Limited, and on a willing-buyer and willing-seller basis and is subject to certain conditions precedent.

On 8 November 2016, the Company announced that it had entered into a share purchase agreement on 7 November 2016. Eastlife and Maxglobe are incorporated in Singapore as limited private companies. Eastlife and Maxglobe together with their wholly owned subsidiaries collectively own and operate clinics and spas under "The Sloane Clinic" brand. As one of the leading aesthetic clinics in Singapore and Malaysia, The Sloane Clinic is a chain of medical aesthetic clinics focusing on all aspects of cosmetic medicine from non-invasive aesthetic treatments to plastic surgery. The remaining 49% of the issued and paid-up capital of each of Eastlife and Maxglobe is held by Medi Innovation Sdn Bhd which was under receivership.

The Board was of the view that the proposed acquisition was in the best interests of the Company as The Sloane Clinic is a well-known group of medical aesthetics clinics and spas in Singapore and Malaysia. The proposed acquisition was intended to expand the Group's medical aesthetics line into the Singapore and Malaysia markets to which it did not have a presence in. The proposed acquisition was in line with the Group's strategic plans and on-going efforts to pursue new investment opportunities and to diversify its business. This proposed acquisition will give the Group exposure to the medical aesthetic industry in Singapore and Malaysia and generate new revenue streams for the Group to improve its profitability and is likely to enhance the long-term interests of shareholders.

Additionally, the Company will be making a payment of S\$500,000 to Mr Toh Ee Han for the introductory services provided with regards to the proposed acquisition subject to the successful completion.

On 3 January 2017, the Company announced that the Company and Asia Pacific Medical Group Limited had mutually agreed to extend the completion date for the proposed acquisition from 31 December 2016 to 31 January 2017.

On 25 January 2017, the Company announced that it had received the listing and quotation notice from SGX-ST, subject to the Company's compliance with the SGX-ST's listing requirements.

On 26 January 2017, the Company announced that the ordinary resolutions relating to, *inter alia*, the proposed acquisition, were not passed. As the Company did not obtain approval from its shareholders in connection with the share purchase agreement and the approval of shareholders of the Company in connection with the share purchase agreement was a condition precedent to the proposed acquisition, the proposed acquisition had accordingly not proceeded.

THE PROPOSED PLACEMENT OF 500,000,000 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY

On 24 October 2016, the Company announced that it had entered into separate subscription agreements with Mr Leong Woon Poh Terry and Mr Lim Soon Fang pursuant to which Mr Leong Woon Poh Terry and Mr Lim Soon Fang agreed to subscribe for an aggregate of 500,000,000 Shares at an issue price of S\$0.0103.

The Company intended to use 100% of the net proceeds for the proposed acquisition of 51% of the entire issued share capital of Eastlife and Maxglobe from Asia Pacific Medical Group Limited.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

On 21 November 2016, the Company announced that it had received the listing and quotation notice from SGX-ST, subject to the Company's compliance with the SGX-ST's listing requirements.

On 2 December 2016, the Company announced that it had allotted and issued 50,000,000 Shares to Mr Leong Woon Poh Terry. Pursuant to the allotment and issuance of the allotted subscription shares, the total number of shares of the Company increased from 2,949,133,315 to 2,999,133,315. The allotted subscription shares rank *pari passu* in all respects and carry all rights similar to the existing issued shares of the Company, save that they do not rank for any entitlements, distributions, dividends or rights (if any), the record date in respect of which falls on or before the date of issue of the allotted subscription shares. The Company has not received payment for the balance subscription shares. Accordingly, Mr Leong Woon Poh Terry and Mr Lim Soon Fang did not fulfil their obligations under the share subscription agreements and placement of the balance subscription shares did not take place in accordance with the terms of the share subscription agreements.

THE PROPOSED PLACEMENT OF UP TO 800,000,000 NON-LISTED AND NON-TRANSFERABLE WARRANTS

On 24 October 2016, the Company announced that it had entered into separate warrant subscription agreements with each of Mr Ho Seow Kai, Mr Lim Soon Fang and Mr Heng Tong Jin in relation to the proposed placement of up to 800,000,000 non-listed and non-transferable warrants for an issue price of S\$0.0005 per warrant, each warrant carrying the right to subscribe for one (1) new Share in the capital of the Company at an exercise price of S\$0.0103.

The Company intended to use 100% of the net proceeds for the proposed acquisition of 51% of the entire issued share capital of Eastlife and Maxglobe from Asia Pacific Medical Group Limited. The Company intended to use the exercise proceeds for the purposes of acquisition and business expansion and general working capital.

On 2 November 2016, the Company announced that it had entered into a termination deed with Mr Heng Tong Jin to formally terminate his warrant subscription agreement on the issue of 200,000,000 warrants. The warrant subscription agreement entered into with Mr Heng Tong Jin was terminated with mutual consent. The Company decided to enter into the termination deed so that it would be in a position to enter into the certain share subscription agreement to receive immediate funds from the issuance of the subscription shares. The Company was not expected to incur any costs arising from termination deed.

On 21 November 2016, the Company announced that it had received the listing and quotation notice from SGX-ST, subject to the Company's compliance with the SGX-ST's listing requirements.

On 2 December 2016, the Company announced that completion of the placement of warrants took place on 30 November 2016 and 2 December 2016, following the allotment and issuance of 400,000,000 warrants to Mr Ho Seow Kai and 200,000,000 warrants to Mr Lim Soon Fang respectively, in accordance with the terms and conditions of the respective warrant subscription agreements.

On 25 January 2017, the Company announced that it had entered into separate termination deeds with each of Mr Ho Seow Kai and Mr Lim Soon Fang to terminate and cancel their respective number of unlisted warrants. Pursuant to the termination deeds, each of Mr Ho Seow Kai and Mr Lim Soon Fang irrevocably surrenders all his right, interests and title to the warrants in consideration of the payment by the Company of a cancellation fee to each of Mr Ho Seow Kai and Mr Lim Soon Fang. The cancellation fee was arrived at through negotiations between the parties which were conducted on an arm's length basis, after taking into account the original subscription price, exercise price and date of expiry of the warrants as well as the last traded price of the Company's shares of S\$0.012 on 20 January 2017. The payment of the cancellation fee will be funded by internal resources as well as proceeds from fund raising exercises undertaken by the Company.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

INCORPORATION OF INDIRECT WHOLLY OWNED SUBSIDIARIES IN THE PRC

On 26 October 2016, the Company announced that CMIC Hemodialysis (Hong Kong) Limited, an indirect wholly-owned subsidiary of the Company, had incorporated a wholly-owned subsidiary in the PRC, known as CMIC Renal Hospital Management (Beijing) Co., Ltd. (瑞诺医院管理(北京)有限公司) (“**CMIC RHM**”). At the time of the announcement, CMIC RHM had a total registered capital of RMB10,000,000. The principal activity of CMIC RHM was hospital management (excluding clinical services); enterprise management; marketing plan; economic trade consultation.

THE PROPOSED PLACEMENT OF 370,000,000 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY

On 2 November 2016, the Company announced that it had entered into separate subscription agreements with Mr Chan Wai Meng and Mr Low Poh Kok pursuant to which Mr Chan Wai Meng and Mr Low Poh Kok agreed to subscribe for an aggregate of 370,000,000 Shares at an issue price of S\$0.0108. Placement of the 370,000,000 Shares did not proceed.

1H2017

ENTRY INTO INTEREST-FREE LOAN AGREEMENT

On 10 January 2017, the Company announced that the Company entered into a loan agreement with Dato Dr Choo Yeow Ming for the interest free loan of S\$6,500,000.00. The maturity date was 12 months after the date the loan is disbursed by Dato Choo to the Company (the “**Repayment Date**”). The Company agreed to repay the loan in full on the Repayment Date. As at the Latest Practicable Date, the loan remains to be disbursed.

CESSATION OF MR TAN KAI TECK AS CHIEF FINANCIAL OFFICER OF THE COMPANY

On 31 January 2017, the Company announced that Tan Kai Teck had ceased to be its Chief Financial Officer with effect from 31 January 2017.

APPOINTMENT OF MR ALBERT TAN TIONG HENG AS CHIEF FINANCIAL OFFICER

On 31 January 2017, the Company announced that it had appointed Mr Albert Tan Tiong Heng as its Chief Financial Officer with effect from 31 January 2017.

PROFIT WARNING FOR FY2016

On 16 February 2017, the Company announced profit guidance in respect of the unaudited full year results of the Group for FY2016. The Group expected to report losses for FY2016 mainly due to, changes in the political environment in Taiwan and PRC which affected the Group’s Taiwan and PRC operations, high operating costs associated with the Group’s medical aesthetics business and goodwill impairment.

FULL YEAR UNAUDITED FINANCIAL STATEMENTS AND DIVIDEND ANNOUNCEMENT FOR FY2016

On 27 February 2017, the Company announced the financial results for FY2016. The Group’s revenue decreased by 43.04% from S\$5.57 million in FY2015 to approximately S\$3.17 million in FY2016. The Group’s gross profit from operations had decreased by 11.09% from approximately S\$1.33 million in FY2015 to approximately S\$1.18 million in FY2016. The Group’s net loss increased from \$1.31 million in FY2015 to \$19.44 million in FY2016 mainly due to the impairment on goodwill amounting to S\$10.81 million and allowance for doubtful debt in the amount of approximately S\$4.49 million.

THE PROPOSED PLACEMENT OF 200,000,000 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY

On 8 March 2017, the Company announced that it had entered into separate subscription agreements with each of Mr Tan Chong Chai, Mr Foo Khai Lin, Mr Ho Seow Kai and Mr Yap Siew Sin pursuant to which each of the subscribers agreed to subscribe for an aggregate of 200,000,000 new ordinary shares in the issued and paid up capital of the Company at an issue price of S\$0.0072.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

As an indication of each of the subscriber's commitment to his investment in the Company, each of the subscribers agreed to place with the Company a deposit of the full consideration amount aggregating S\$1.44 million within 3 business days from the date of execution of the respective share subscription agreements. Each of the subscribers agreed that the deposit may be used by the Company prior to completion for such purposes it deems fit. In the event completion does not take place on or before the date following 2 months after the date of the share subscription agreements, the Company shall repay the deposit within 30 days thereof (without interest) to the respective subscriber.

On 4 April 2017, the Company announced that it had received the listing and quotation notice from SGX-ST, subject to the Company's compliance with the SGX-ST's listing requirements.

On 5 April 2017, the Company announced the completion of the proposed placement of the 200,000,000 Shares.

DISCLAIMER OF OPINION BY INDEPENDENT AUDITOR ON THE FINANCIAL STATEMENTS FOR FINANCIAL PERIOD ENDED 31 DECEMBER 2016

On 7 April 2017, the Company announced that its independent auditor, Nexia TS Public Accounting Corporation, had issued its independent auditor's report for FY2016, which contained a disclaimer of opinion in respect of the following:

- (a) the Group's ability to continue as a going concern;
- (b) the impairment of goodwill; and
- (c) recoverability of certain advances and/or loans.

MATERIAL VARIANCES BETWEEN THE AUDITED FINANCIAL STATEMENTS AND THE PRELIMINARY UNAUDITED FINANCIAL STATEMENTS FOR FY2016

On 7 April 2017, the Board announced that its external auditor had proposed certain adjustments and reclassifications following the finalisation of the audit which the management of the Company has adopted accordingly.

CESSATION OF MR WONG FOOK CHOY, SUNNY AS INDEPENDENT DIRECTOR OF THE COMPANY

On 28 April 2017, the Company announced that Mr Wong Fook Choy, Sunny had ceased to be its Independent Director with effect from 28 April 2017.

CESSATION OF MR YEO CHIN TUAN, DANIEL AS INDEPENDENT DIRECTOR OF THE COMPANY

On 28 April 2017, the Company announced that Mr Yeo Chin Tuan, Daniel had ceased to be its Independent Director with effect from 28 April 2017.

APPOINTMENT OF MR CHEW SOO LIN AS INDEPENDENT DIRECTOR

On 28 April 2017, the Company announced that it had appointed Mr Chew Soo Lin as an Independent Director with effect from 28 April 2017.

FIRST QUARTER UNAUDITED FINANCIAL STATEMENT AND DIVIDEND ANNOUNCEMENT FOR FY2017

On 12 May 2017, the Company announced the financial results for 1Q2017. The Group's revenue from its trading and distribution operations for 1Q2017 was S\$0.44 million, a decrease of S\$0.34 million as compared to the revenue of S\$0.78 million in the previous corresponding financial period in 1Q2016. The 43% decline in trading and distribution revenue was due to weakening market demand, reduction in steel production in our region and increasing competition. Medical aesthetics segment recorded S\$0.14 million in revenue during 1Q2017 due to weaker demand for such services. The Group's net loss increased to \$1.26 million in 1Q2017 from \$0.79 million

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

in 1Q2016 mainly due to the increase in administrative expenses by S\$0.15 million from S\$1.10 million in 1Q2016 to S\$1.26 million in 1Q2017. Such increase was mainly due to the S\$0.25 million impairment of loan and advances for the initial set up of aesthetics clinics in Shenzhen offset by a reduction of approximately S\$0.10 million in staff costs. Also, in 1Q2017, the finance expense increased by S\$0.17 million mainly due to interest expense for HK\$20 million loan (equivalent to S\$3.50 million) and S\$1 million loan from a Substantial Shareholder.

PROPOSED ACQUISITION OF THE BEVERLY WILSHIRE MEDICAL CENTRES

On 6 June 2017, the Company announced that it had on 5 June 2017 entered into a framework agreement with each of Firstwide Supreme Sdn Bhd, Dato' Ng Tian Sang @ Ng Kek Chuan, Dato' Dr Abdul Jalil Bin Jidon, Dato' Dr Liow Tiong Sin, Dr Mohamad Nasir Bin Zahari @ Johari, Dr Suzanna Binti Abdul Malik, Dato' Dr David Cheah Sin Hing, Dr Wong Chee Hin, Dr Chin Sze Piau to acquire the entire issued share capitals of Beverly Wilshire Medical Centre Sdn Bhd, Beverly Wilshire Medical Centre (JB) Sdn Bhd, Beverly Wilshire Tropicana City Mall Sdn Bhd, Beverly Wilshire Aesthetic Dental Centre Sdn Bhd for the aggregate consideration S\$7,000,000. In satisfaction of the aggregate consideration, a sum of S\$1 million in cash would be paid to Firstwide Supreme Sdn Bhd and the Company would allot and issue 1,034,482,759 new ordinary shares in the issued and paid-up share capital of the Company at an issue price of S\$0.001. The 1,034,482,759 new ordinary shares were to be subject to a moratorium period of three years from the completion date of the proposed acquisition.

The aggregate consideration was arrived at on a willing-buyer and willing-seller basis after negotiations which were conducted on an arm's length basis between the Company and the sellers, after taking into account, *inter alia*, the business prospects of the target companies and the deed of profit guarantee to be entered into between each of the sellers and the Company, which is the unconditional and irrevocable guarantee.

On 5 July 2017, the Company announced that as the share purchase agreement was not entered into by the Company by 4 July 2017, the framework agreement has automatically terminated with effect from 4 July 2017.

RECONSTITUTION OF THE BOARD AND BOARD COMMITTEES

On 27 June 2017, the Company announced the appointment of Mr Yap Siean Sin as an Independent Director of the Company with effect from 27 June 2017. Following the appointment of Mr Yap Siean Sin also there was a reconstitution of the Board and Board committees.

SECOND QUARTER UNAUDITED FINANCIAL STATEMENTS AND DIVIDEND ANNOUNCEMENT FOR FY2017

On 7 August 2017, the Company announced the financial results for 2Q2017. The Group's revenue decreased by 44% from S\$0.82 million in 2Q2016 to approximately S\$0.46 million in 2Q2017. The Group's gross profit from operations had decreased by 58% from approximately S\$0.41 million in 2Q2016 to approximately S\$0.17 million in 2Q2017. The Group's net loss of \$0.63 million for 2Q2017 declined by S\$0.49 million compared to \$1.11 million for 2Q2016 and this was mainly attributable to the decrease in selling and distribution expenses by S\$0.08 million or 69% from S\$0.11 million in 2Q2016 to S\$0.04 million in 2Q2017. Meanwhile, administrative expenses decreased by S\$0.68 million or 53% from S\$1.28 million in 2Q2016 to S\$0.60 million in 2Q2017 mainly due to lower manpower costs and lower travelling expenses. In addition, other operating expenses decreased by approximately S\$0.06 million or 43% from S\$0.14 million in 2Q2016 to S\$0.08 million in 2Q2017 mainly due to the one-off set-up fee incurred in 2Q2016 for the HKD20 million (equivalent to S\$3.50 million) loan granted by Concorde Global Limited.

PROPOSED ACQUISITION OF CERTAIN RADIOLOGY OR DIAGNOSTIC BUSINESS IN SINGAPORE

On 28 September 2017, the Company announced that it had entered into a non-binding framework agreement with Clarity Health Pte Ltd to acquire certain radiology or diagnostic businesses in Singapore.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (d) the equity capital and the loan capital of the relevant entity as at the latest practicable date, showing:
- (i) in the case of the equity capital, the issued capital; or
 - (ii) in the case of the loan capital, the total amount of the debentures issued and outstanding, together with the rate of interest payable thereon;

As at the Latest Practicable Date, the share and loan capital of the Company were as follows:

Issued and Paid-Up Share Capital : S\$53,728,448.795
 Number of Shares : 3,199,133,315 Shares

As at the Latest Practicable Date, the Company does not have any loan capital.

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

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:

| Directors | Direct Interest | | Deemed Interest | | No. of Share Options granted |
|---------------------------------|-----------------|------------------|-----------------|------------------|------------------------------|
| | No. of Shares | % ⁽¹⁾ | No. of Shares | % ⁽¹⁾ | |
| Tai Kok Chuan ⁽²⁾ | 110,000,000 | 3.44 | 20,000,000 | 0.63 | 30,000,000 |
| Hano Maeloa ⁽³⁾ | – | – | – | – | 30,000,000 |
| Chew Soo Lin | 833,000 | N.M. | – | – | – |
| Yap Siew Sin | – | – | – | – | – |
| Substantial Shareholders | | | | | |
| Dato Dr Choo Yeow Ming | 275,000,000 | 8.6 | 50,000,000 | 1.56 | – |
| Qiang Lin Mei | 275,000,000 | 8.6 | – | – | – |
| Kiow Kim Yoon | 200,000,000 | 6.25 | – | – | – |

N.M.: Not meaningful

Notes:

- (1) Based on the total issued capital of the Company comprising 3,199,133,315 Shares as at the Latest Practicable Date.
- (2) Mr Tai Kok Chuan has 30,000,000 outstanding options convertible into 30,000,000 ordinary shares of the Company as at the Latest Practicable Date.
- (3) Mr Hano Maeloa has 30,000,000 outstanding options convertible into 30,000,000 ordinary shares of the Company as at the Latest Practicable Date.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (f) **any legal or arbitration proceedings, including those which are pending or known to be contemplated, which may have, or which have had in the 12 months immediately preceding the date of lodgement of the offer information statement, a material effect on the financial position or profitability of the relevant entity or, where the relevant entity is a holding company or holding entity of a group, of the group;**

As at the 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 Offer Information Statement, 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.

- (g) **where any securities or equity interests of the relevant entity have been issued within the 12 months immediately preceding the latest practicable date:**
- (i) **if the securities or equity interests have been issued for cash, state the prices at which the securities have been issued and the number of securities or equity interests issued at each price; or**
 - (ii) **if the securities or equity interests have been issued for services, state the nature and value of the services and give the name and address of the person who received the securities or equity interests; and**

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- (i) On 24 October 2016, the Company entered into separate subscription agreement with Mr Leong Woon Poh Terry and Mr Lim Soon Fang pursuant to which Mr Leong Woon Poh Terry and Mr Lim Soon Fang agree to subscribe for an aggregate of 500,000,000 new ordinary shares in the issued and paid up capital of the Company at an issue price of S\$0.0103. On 2 December 2016, 50,000,000 Shares were allotted and issued to Mr Leong Woon Poh Terry. The Company did not receive full payment of the consideration as set out in the share subscription agreement entered into with Mr Leong Woon Poh Terry and as such completion of the relevant share subscription agreement had only taken place with regards to the allotted Shares. Pursuant to the allotment and issuance of the allotted subscription Shares, the total number of shares of the Company increased from 2,949,133,315 to 2,999,133,315.

On 24 October 2016, the Company entered into separate warrant subscription agreements with each of Mr Ho Seow Kai, Mr Lim Soon Fang and Mr Heng Tong Jin pursuant to which the Company agreed to issue to each of Mr Ho Seow Kai, Mr Lim Soon Fang and Mr Heng Tong Jin an aggregate of 800,000,000 non-listed and non-transferable warrants for an issue price of S\$0.0005 per warrant, each warrant carrying the right to subscribe for one (1) new Share in the capital of the Company at an exercise price of S\$0.0103. On 2 November 2016, the Company entered into a termination deed with Mr Heng Tong Jin to formally terminate the warrant subscription agreement. Completion of the placement of warrants took place on 30 November 2016 and 2 December 2016, following the allotment and issuance of 400,000,000 warrants to Mr Ho Seow Kai and 200,000,000 warrants to Mr Lim Soon Fang respectively. On 25 January 2017, the Company entered into separate termination deeds with each of Ho Seow Kai and Lim Soon Fang to terminate and cancel their respective number of unlisted warrants in consideration of the payment by the Company of the respective cancellation fees to each of Ho Seow Kai and Lim Soon Fang.

On 2 November 2016, the Company entered into separate subscription agreements with each of Mr Chan Wai Meng and Mr Low Poh Kok pursuant to which Mr Chan Wai Meng and Mr Low Poh Kok agreed to subscribe for an aggregate of 370,000,000 Shares in the issued and paid up capital of the Company at an issue price of S\$0.0108. The placement of the 370,000,000 Shares eventually did not proceed.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

On 8 March 2017, the Company announced that it had entered into separate subscription agreements with Mr Tan Chong Chai, Mr Foo Khai Lin, Mr Ho Seow Kai and Mr Yap Sian Sin pursuant to which Mr Tan Chong Chai, Mr Foo Khai Lin, Mr Ho Seow Kai and Mr Yap Sian Sin agreed to subscribe for an aggregate of 200,000,000 Shares at an issue price of S\$0.0072. The placement was completed on 5 April 2017.

Save for the above, no securities or equity interests of the Company have been issued for cash within the 12 months immediately preceding the Latest Practicable Date.

- (ii) No securities or equity interests of the Company have been issued for services within the 12 months immediately preceding the Latest Practicable Date.

(h) a summary of each material contract, other than a contract entered into in the ordinary course of business, to which the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any member of the group is a party, for the period of 2 years immediately preceding the date of lodgement of the offer information statement, including the parties to the contract, the date and general nature of the contract, and the amount of any consideration passing to or from the relevant entity or any other member of the group, as the case may be.

Save as 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:

1. a conditional sale and purchase agreement dated 11 June 2015 with China Medical Investments Co Pte. Ltd. in relation to the proposed acquisition of 51% of the issued and paid up share capital of China iMyth Company Pte. Ltd. for the aggregate consideration of S\$18.875 million;
2. an introducer agreement dated 11 June 2015 entered into between the Company and Mdm Oei Siu Hoa @ Sukmawati Widjaja, pursuant to which the Company agreed to allot and issue 100,000,000 fully paid up free unlisted and non-transferable warrants, each warrant carrying the right to subscribe for one (1) Share at an exercise price of S\$0.01125 per warrant;
3. a warrant subscription agreement dated 11 June 2015 entered into between the Company and Mr Ng Kai Man, pursuant to which Mr Ng Kai Man agreed to subscribe for 200,000,000 non-listed and non-transferable warrants at an issue price of S\$0.001 per warrant, each warrant carrying the right to subscribe for one (1) Share at an exercise price of S\$0.01125;
4. a warrant subscription agreement dated 11 June 2015 entered into between the Company and Mr Chew Soo Lin, pursuant to which Mr Chew Soo Lin agreed to subscribe for 240,000,000 non-listed and non-transferable warrants at an issue price of S\$0.001 per warrant, each warrant carrying the right to subscribe for one (1) Share at an exercise price of S\$0.01125;
5. a warrant subscription agreement dated 11 June 2015 entered into between the Company and Mr Toh Ee Han, pursuant to which Mr Toh Ee Han agreed to subscribe for 200,000,000 non-listed and non-transferable warrants at an issue price of S\$0.001 per warrant, each warrant carrying the right to subscribe for one (1) Share at an exercise price of S\$0.01125;
6. a warrant subscription agreement dated 11 June 2015 entered into between the Company and Mr Lau Eng Seng, pursuant to which Mr Lau Eng Seng agreed to subscribe for 200,000,000 non-listed and non-transferable warrants at an issue price of S\$0.001 per warrant, each warrant carrying the right to subscribe for one (1) Share at an exercise price of S\$0.01125;

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7. a supplemental agreement dated 17 June 2015 with Mdm Oei Siu Hoa @ Sukmawati Widjaja to amend and supplement the Introducer Agreement;
8. a subscription agreement dated 17 June 2015 entered into between the Company and Mdm Sukmawati Widjaja, pursuant to which Mdm Sukmawati Widjaja agreed to subscribe for 200,000,000 Shares at an issue price of S\$0.01125;
9. a supplemental agreement dated 15 October 2015 with China Medical Investments Co Pte. Ltd. to amend and supplement the agreement described in paragraph (1) above;
10. a subscription agreement dated 4 January 2016 entered into between the Company and Mr Toh Ee Han, pursuant to which Mr Toh Ee Han agreed to subscribe for 100,000,000 Shares at an issue price of S\$0.01;
11. a shareholders' agreement dated 15 October 2015 with Qingdao HaiFan Cosmetics Co., Ltd;
12. a master marketing agreement dated 8 January 2016 with Wealth Union to appoint Wealth Union as one of its global marketing agents on a non-exclusive basis to facilitate the marketing and promotion of its aesthetic medical services worldwide with particular focus in the People's Republic of China, Republic of China (Taiwan), Korea, Japan, and countries which form the ASEAN.
13. a subscription agreement dated 8 January 2016 entered into between the Company and Mr Kiow Kim Yoon, pursuant to which Mr Kiow Kim Yoon agreed to subscribe for 300,000,000 Shares at an issue price of S\$0.01;
14. a termination agreement dated 1 March 2016 entered into between the Company and Mr Toh Ee Han to formally terminate the Shares Subscription Agreement dated 4 January 2016;
15. a second supplemental agreement 17 May 2016 with China Medical Investments Co Pte. Ltd. to amend and supplement the agreement described in paragraphs (1) and (9) above;
16. a loan agreement dated 20 June 2016 entered into between the Company's wholly own subsidiary, CMIC Hemodialysis (Hong Kong) Limited with Concorde Global Limited for the principal amount of HK\$20,000,000 (then equivalent to S\$3,468,000) subject to interest at the rate of 12.0% per annum;
17. a joint venture agreement between Dr Yan Hai and Dr Qin Hong and CMIG Medical Services (Hong Kong) Limited dated 17 August 2016 in relation to the incorporation of joint venture company with the proposed name of CMIG Ren Feng Medical (Futian) Limited under the laws of Hong Kong;
18. a joint venture agreement between Dr Yan Hai and Dr Qin Hong and CMIG Medical Services (Hong Kong) Limited dated 17 August 2016 in relation to the incorporation of joint venture company with the proposed name of CMIG Ren Feng Medical (Nanshan) Limited under the laws of Hong Kong;
19. a joint venture agreement between Dr Yan Hai and Dr Qin Hong and CMIG Medical Services (Hong Kong) Limited dated 17 August 2016 in relation to the incorporation of joint venture company with the proposed name of CMIG Ren Feng Med-Biotechnology Limited under the laws of Hong Kong
20. a joint venture agreement between CMIG Medical Services (Hong Kong) Limited and Gen Young Aesthetic Medical Management Consultancy Limited dated 17 August 2016 for the incorporation of joint venture company with the proposed name of CMIG GY Sales Limited under the laws of Hong Kong
21. a third supplemental agreement 15 November 2016 with China Medical Investments Co Pte. Ltd. to amend and supplement the agreement described in paragraphs (1), (9) and (15) above;

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22. a framework agreement dated 21 October 2016 entered into between the Company and Asia Pacific Medical Group Limited and Dr Kenneth Lee to acquire 51% of the entire issued share capital of Eastlife and Maxglobe for an aggregate consideration of S\$9,500,000;
23. a subscription agreement dated 23 October 2016 entered into between the Company and Mr Leong Woon Poh Terry, pursuant to which Mr Leong Woon Poh Terry agreed to subscribe for 300,000,000 Shares at an issue price of S\$0.0103;
24. a subscription agreement dated 23 October 2016 entered into between the Company and Mr Lim Soon Fang, pursuant to which Mr Lim Soon Fang agreed to subscribe for 200,000,000 Shares Company at an issue price of S\$0.0103;
25. a warrant subscription agreement dated 23 October 2016 entered into between the Company and Mr Ho Seow Kai, pursuant to which Mr Ho Seow Kai agreed to subscribe for 400,000,000 non-listed and non-transferable warrants at an issue price of S\$0.0005 per warrant, each warrant carrying the right to subscribe for one (1) Share at an exercise price of S\$0.0103;
26. a warrant subscription agreement dated 23 October 2016 entered into between the Company and Mr Lim Soon Fang, pursuant to which Mr Lim Soon Fang agreed to subscribe for 200,000,000 non-listed and non-transferable warrants at an issue price of S\$0.0005 per warrant, each warrant carrying the right to subscribe for one (1) Share at an exercise price of S\$0.0103;
27. a warrant subscription agreement dated 23 October 2016 entered into between the Company and Mr Heng Tong Jin, pursuant to which Mr Heng Tong Jin agreed to subscribe for 200,000,000 non-listed and non-transferable warrants at an issue price of S\$0.0005 per warrant, each warrant carrying the right to subscribe for one (1) Share at an exercise price of S\$0.0103;
28. a termination deed dated 2 November 2016 entered into between the Company and Mr Heng Tong Jin to formally terminate the warrant subscription agreement as described in paragraph 27 above;
29. a subscription agreement dated 2 November 2016 entered into between the Company and Mr Chan Wai Meng, pursuant to which Mr Chan Wai Meng agreed to subscribe for 200,000,000 Shares at an issue price of S\$0.0108;
30. a subscription agreement dated 2 November 2016 entered into between the Company and Mr Low Poh Kok, pursuant to which Mr Low Poh Kok agreed to subscribe for 170,000,000 Shares at an issue price of S\$0.0108;
31. a share purchase agreement dated 7 November 2016 entered into between the Company and Asia Pacific Medical Group Limited to acquire 51% of the entire issued share capital of Eastlife and Maxglobe for an aggregate consideration of S\$9,500,000;
32. a supplemental agreement dated 13 December 2016 with Concorde Global Limited to amend and supplement the Loan Agreement;
33. a deed of trade marks assignment dated 10 January 2017 entered into by the Company with Dr. Low Chai Ling, in relation to the transfer and absolute assignment of the Trade Marks from Dr. Low Chai Ling to the Company at NIL consideration and which was to be effective as from the completion date;
34. a deed of performance assurance dated 10 January 2017 entered into by the Company with Dr Kenneth Lee, The Sloane Family Pte. Ltd. and certain individuals, which was to be effective as from the completion date;

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35. an option agreement dated 10 January 2017 entered into between the Company and The Sloane Family Pte. Ltd.;
36. a service agreement dated 10 January 2017 entered into between Dr Kenneth Lee and the Company;
37. a loan agreement dated 10 January 2017 with Dato Choo for the interest free loan of S\$6,500,000.00;
38. a termination deed dated 25 January 2017 entered into between the Company and Mr Ho Seow Kai to formally terminate his 400,000,000 unlisted warrants;
39. a termination deed dated 25 January 2017 entered into between the Company and Mr Lim Soon Fang to formally terminate his 200,000,000 unlisted warrants;
40. a termination deed dated 25 January 2017 entered into between the Company and Mr Ng Kai Man to formally terminate his 200,000,000 unlisted warrants;
41. a termination deed dated 25 January 2017 entered into between the Company and Mr Chew Soo Lin to formally terminate his 240,000,000 unlisted warrants;
42. a termination deed dated 25 January 2017 entered into between the Company and Mr Toh Ee Han to formally terminate his 200,000,000 unlisted warrants;
43. a termination deed dated 25 January 2017 entered into between the Company and Mr Lau Eng Seng to formally terminate his 200,000,000 unlisted warrants;
44. a subscription agreement dated 8 March 2017 entered into between the Company and Mr Tan Chong Chai, pursuant to which Mr Tan Chong Chai agreed to subscribe for 50,000,000 Shares at an issue price of S\$0.0072;
45. a subscription agreement dated 8 March 2017 entered into between the Company and Mr Foo Khai Lin, pursuant to which Mr Foo Khai Lin agreed to subscribe for 50,000,000 Shares at an issue price of S\$0.0072;
46. a subscription agreement dated 8 March 2017 entered into between the Company and Mr Yap Siean Sin, pursuant to which Mr Yap Siean Sin agreed to subscribe for 50,000,000 Shares at an issue price of S\$0.0072;
47. a subscription agreement dated 8 March 2017 entered into between the Company and Mr Ho Seow Kai, pursuant to which Mr Ho Seow Kai agreed to subscribe for 50,000,000 Shares at an issue price of S\$0.0072;
48. a second supplemental agreement dated 29 March 2017 between Company's wholly own subsidiary, CMIC Hemodialysis (Hong Kong) Limited with Concorde Global Limited to amend and supplement the Loan Agreement and the Supplemental Agreement;
49. a framework agreement dated 5 June 2017 with each of Firstwide Supreme Sdn Bhd, Dato' Ng Tian Sang @ Ng Kek Chuan, Dato' Dr Abdul Jalil Bin Jidon, Dato' Dr Liow Tiong Sin, Dr Mohamad Nasir Bin Zahari @ Johari, Dr Suzanna Binti Abdul Malik, Dato' Dr David Cheah Sin Hing, Dr Wong Chee Hin, Dr Chin Sze Piaw to acquire the entire issued share capitals of Beverly Wilshire Medical Centre Sdn Bhd, Beverly Wilshire Medical Centre (JB) Sdn Bhd, Beverly Wilshire Tropicana City Mall Sdn Bhd, Beverly Wilshire Aesthetic Dental Centre Sdn Bhd for the aggregate consideration S\$7,000,000;
50. a third supplemental agreement dated 27 June 2017 between Company's wholly own subsidiary, CMIC Hemodialysis (Hong Kong) Limited with Concorde Global Limited to amend and supplement the Loan Agreement, the Supplemental Agreement and the Second Supplemental Agreement;

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51. a loan agreement dated 25 August 2017 with Ms Chang Shyre Gwo for the loan of S\$800,000.00 at the fixed interest rate of 24% per annum;
52. the Deed Poll; and
53. a non-binding framework agreement dated 28 September 2017 with Clarity Health Pte Ltd to acquire certain radiology or diagnostics businesses in Singapore.

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PART V – OPERATING AND FINANCIAL REVIEW AND PROSPECTS

OPERATING RESULTS

1. Provide selected data from:

- (a) the audited income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, the audited consolidated income statement of the relevant entity or the audited combined income statement of the group, for each financial year (being one of the 3 most recent completed financial years) for which that statement has been published; and
- (b) any interim income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any interim consolidated income statement of the relevant entity or interim combined income statement of the group, for any subsequent period for which that statement has been published.

The following summary financial information should be read in conjunction with the full text of the Group's audited consolidated statement of profit or loss and other comprehensive income for FY2014, FY2015 and FY2016 and the Group's unaudited consolidated financial statement for the period ended 30 June 2016 and 30 June 2017.

| | Audited | | | Unaudited | |
|--------------------------------------|-----------------|----------------|-----------------|------------------|----------------|
| | FY2014 | FY2015 | FY2016 | 1H2017 | 1H2016 |
| | \$'000 | \$'000 | \$'000 | \$'000 | \$'000 |
| Continuing Operations | | | | | |
| Revenue | 10,017 | 5,565 | 3,170 | 1,037 | 1,879 |
| Cost of sales | (8,557) | (4,240) | (1,992) | (653) | (1,114) |
| Gross profit | 1,460 | 1,325 | 1,178 | 384 | 765 |
| Other operating income | 80 | 1,446 | 603 | 153 | 151 |
| Distribution costs | (465) | (559) | (467) | (100) | (207) |
| Administrative expenses | (13,957) | (3,502) | (20,486) | (1,997) | (2,598) |
| Finance costs | (33) | (14) | (266) | (326) | (13) |
| Loss for the year before other items | (12,915) | (1,304) | (19,438) | (1,886) | (1,902) |
| Taxation | (190) | (5) | 2 | (2) | (6) |
| Total loss for the year | (13,105) | (1,309) | (19,436) | (1,888) | (1,908) |

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| | Audited | | | Unaudited | |
|---|-----------------|----------------|-----------------|----------------|----------------|
| | FY2014 | FY2015 | FY2016 | 1H2017 | 1H2016 |
| | \$'000 | \$'000 | \$'000 | \$'000 | \$'000 |
| Other comprehensive loss: | | | | | |
| Item that may be reclassified subsequently to profit or loss: | | | | | |
| Currency translation differences arising from consolidation | | | | | |
| Gains/(loss) | 5 | 3 | 14 | (23) | (46) |
| Other comprehensive income/(expenses), net of tax | 5 | 3 | 14 | (23) | (46) |
| Total comprehensive loss | (13,100) | (1,306) | (19,422) | (1,911) | (1,954) |
| (Loss)/Profit attributable to: | | | | | |
| Equity holders of Company | (13,105) | (1,874) | (18,756) | (1,760) | (1,627) |
| Non-controlling interest | - | 565 | (680) | (128) | (281) |
| | (13,105) | (1,309) | (19,436) | (1,888) | (1,908) |
| Total comprehensive (loss)/income attributable to: | | | | | |
| Equity holders of the Company | (13,100) | (1,871) | (18,742) | (1,780) | (1,670) |
| Non-controlling interest | - | 565 | (680) | (131) | (284) |
| | (13,100) | (1,306) | (19,422) | (1,911) | (1,954) |
| Loss per share attributable to equity holders of the Company (cents per share) | | | | | |
| Basic and diluted loss per share | (0.69) | (0.10) | (0.65) | (0.057) | (0.057) |

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

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No dividends were declared for FY2014, FY2015, FY2016 and 1H2017. Please see table appended below for information relating to the loss per Share.

The financial effects of the Warrants on the LPS of the Group cannot be ascertained at the Latest Practicable Date as this will depend on, *inter alia*, the number of Warrants exercised and the earnings or returns realized from the proceeds raised from the issue of New Shares pursuant to the exercise of the Warrants.

| | Scenario 1 | Scenario 2 | Scenario 3 |
|--|-------------------|-------------------|-------------------|
| <u>FY2014</u> | | | |
| Net loss attributable to Shareholders (S\$'000) | (13,105) | (13,105) | (13,105) |
| Weighted average number of Shares before the Rights cum Warrants Issue ('000) | 1,876,034 | 1,876,034 | 1,876,034 |
| Weighted average number of Shares after the Rights cum Warrants Issue and before exercise of the Warrants ('000) | 3,703,744 | 3,611,454 | 3,611,455 |
| LPS after Rights cum Warrants Issue (cents) | | | |
| – Basic | (0.35) | (0.36) | (0.36) |
| – Diluted | (0.35) | (0.36) | (0.36) |
| <u>Assuming the Warrants are exercised</u> | | | |
| Weighted average number of Shares after the Rights cum Warrants Issue and the exercise of the Warrants | 5,531,454 | 3,611,454 | 5,346,875 |
| LPS after Rights cum Warrants Issue and the exercise of the Warrants | (0.24) | (0.36) | (0.25) |
| | Scenario 1 | Scenario 2 | Scenario 3 |
| <u>FY2015</u> | | | |
| Net loss attributable to Shareholders (S\$'000) | (1,874) | (1,874) | (1,874) |
| Weighted average number of Shares before the Rights cum Warrants Issue ('000) | 1,914,475 | 1,914,475 | 1,914,475 |
| Weighted average number of Shares after the Rights cum Warrants Issue and before exercise of the Warrants ('000) | 3,742,185 | 3,649,895 | 3,649,895 |
| LPS after Rights cum Warrants Issue (cents) | | | |
| – Basic | (0.05) | (0.05) | (0.05) |
| – Diluted | (0.05) | (0.05) | (0.05) |
| <u>Assuming the Warrants are exercised</u> | | | |
| Weighted average number of Shares after the Rights cum Warrants Issue and the exercise of the Warrants | 5,569,895 | 3,649,895 | 5,385,316 |
| LPS after Rights cum Warrants Issue and the exercise of the Warrants | (0.03) | (0.05) | (0.03) |

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| | Scenario 1 | Scenario 2 | Scenario 3 |
|--|-------------------|-------------------|-------------------|
| <u>FY2016</u> | | | |
| Net loss attributable to Shareholders (S\$'000) | (18,756) | (18,756) | (18,756) |
| Weighted average number of Shares before the Rights cum Warrants Issue ('000) | 2,903,232 | 2,903,232 | 2,903,232 |
| Weighted average number of Shares after the Rights cum Warrants Issue and before exercise of the Warrants ('000) | 4,730,942 | 4,638,652 | 4,638,652 |
| LPS after Rights cum Warrants Issue (cents) | | | |
| – Basic | (0.40) | (0.40) | (0.40) |
| – Diluted | (0.40) | (0.40) | (0.40) |
| <u>Assuming the Warrants are exercised</u> | | | |
| Weighted average number of Shares after the Rights cum Warrants Issue and the exercise of the Warrants | 6,558,652 | 4,638,652 | 6,374,073 |
| LPS after Rights cum Warrants Issue and the exercise of the Warrants | (0.29) | (0.40) | (0.29) |
| | Scenario 1 | Scenario 2 | Scenario 3 |
| <u>1H2016</u> | | | |
| Net loss attributable to Shareholders (S\$'000) | (1,627) | (1,627) | (1,627) |
| Weighted average number of Shares before the Rights cum Warrants Issue ('000) | 2,848,584 | 2,848,584 | 2,848,584 |
| Weighted average number of Shares after the Rights cum Warrants Issue and before exercise of the Warrants ('000) | 4,676,294 | 4,584,004 | 4,584,004 |
| LPS after Rights cum Warrants Issue (cents) | | | |
| – Basic | (0.03) | (0.04) | (0.04) |
| – Diluted | (0.03) | (0.04) | (0.04) |
| <u>Assuming the Warrants are exercised</u> | | | |
| Weighted average number of Shares after the Rights cum Warrants Issue and the exercise of the Warrants | 6,504,004 | 4,584,004 | 6,319,425 |
| LPS after Rights cum Warrants Issue and the exercise of the Warrants | (0.03) | (0.04) | (0.03) |

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| | Scenario 1 | Scenario 2 | Scenario 3 |
|--|------------|------------|------------|
| <u>1H2017</u> | | | |
| Net loss attributable to Shareholders (S\$'000) | (1,760) | (1,760) | (1,760) |
| Weighted average number of Shares before the Rights cum Warrants Issue ('000) | 3,095,266 | 3,095,266 | 3,095,266 |
| Weighted average number of Shares after the Rights cum Warrants Issue and before exercise of the Warrants ('000) | 4,922,976 | 4,830,686 | 4,830,686 |
| LPS after Rights cum Warrants Issue (cents) | | | |
| – Basic | (0.04) | (0.04) | (0.04) |
| – Diluted | (0.04) | (0.04) | (0.04) |
| <u>Assuming the Warrants are exercised</u> | | | |
| Weighted average number of Shares after the Rights cum Warrants Issue and the exercise of the Warrants | 6,750,686 | 4,830,686 | 6,566,107 |
| LPS after Rights cum Warrants Issue and the exercise of the Warrants | (0.03) | (0.04) | (0.03) |

3. In respect of:

- (a) each financial year (being one of the 3 most recent completed financial years) for which financial statements have been published; and
- (b) any subsequent period for which interim financial statements have been published, provide information regarding any significant factor, including any unusual or infrequent event or new development, which materially affected profit or loss before tax of the relevant entity or, if it is the holding company or holding entity of a group, of the group, and indicate the extent to which such profit or loss before tax of the relevant entity or the group, as the case may be, was so affected. Describe any other significant component of revenue or expenditure necessary to understand the profit or loss before tax for each of these financial periods.

A review of the operations, business and financial performance of the Group are set out below. Save as disclosed in this Offer Information Statement, the Directors are not aware of any significant factor, including any unusual or infrequent event or new development, which materially affected profit or loss before tax of the Group.

FY2015 versus FY2014

The Group's FY2015 revenue decreased by approximately S\$4.45 million. The decline was mainly due to weakening of market demand and increasing import competition from competing steel producing countries with huge surplus productions.

Lower loss for the year in FY2015 by approximately S\$11.80 million was mainly due to non-recurring losses arising from the disposal of Thai Tech Steel (2003) Co., Ltd in 2014.

In FY2014, S\$8.04 million was other receivables written off and approximately S\$4.42 million was non-cash accounting loss arising from the termination agreement in relation to a proposed reverse take-over.

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FY2016 versus FY2015

The Group's FY2016 revenue decreased by approximately S\$2.40 million mainly due to continuing weak market demand and increasing import competition from competing steel producing countries and closure of some steel mills in the operating region.

Included in FY2016 revenue, S\$0.96 million was generated from the medical aesthetics segment due to the Group's diversification into the medical aesthetics business in November 2015.

The higher loss in FY2016 compared to FY2015 was mainly due to S\$10.81 million impairment on goodwill and approximately S\$4.49 million as allowance for doubtful debt.

1H2017 versus 1H2016

The Group's 1H2017 revenue decreased by S\$0.84 million. This was mainly due to weakening market demand, reduction in steel production and increasing competition in the region.

Medical aesthetics segment was also weaker and recorded a reduction of approximately S\$0.29 million in revenue.

As a result of the lower revenue, the gross profit decreased by 50% to S\$0.38 million from S\$0.77 million, a decrease of S\$0.38 million.

Lower net loss of approximately S\$1.88 million was recorded in 1H2017 as compared to S\$1.91 million in 1H2016. This was mainly due to lower selling & distribution expenses of approximately \$0.11 million, lower administrative expenses of S\$0.53 million, lower other operating expenses of S\$0.067 million but offset by higher finance expense of S\$0.31 million.

FINANCIAL POSITION

4. **Provide selected data from the balance sheet of the relevant entity or, if it is the holding company or holding entity of a group, the group as at the end of:**
- (a) **the most recent completed financial year for which audited financial statements have been published; or**
 - (b) **if interim financial statements have been published for any subsequent period, that period.**

The Statement of Financial Position of the Group for FY2014, FY2015 and FY2016 and the unaudited Statement of Financial Position for 1H2017 are set out below:

| | Audited | | Unaudited | |
|-------------------------------|----------------|--------|------------------|--------|
| | FY2014 | FY2015 | FY2016 | 1H2017 |
| | \$'000 | \$'000 | \$'000 | \$'000 |
| ASSETS | | | | |
| Non-Current Assets | | | | |
| Intangible Assets | – | 18,152 | 7,296 | 7,296 |
| Property, plant and equipment | 21 | 373 | 274 | 183 |
| | 21 | 18,525 | 7,570 | 7,479 |

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| | Audited | | Unaudited | |
|-------------------------------------|----------------|----------|------------------|----------|
| | FY2014 | FY2015 | FY2016 | 1H2017 |
| | \$'000 | \$'000 | \$'000 | \$'000 |
| Current Assets | | | | |
| Inventories | 250 | 434 | 64 | 32 |
| Trade and other receivables | 1,024 | 798 | 1,570 | 1,431 |
| Cash and bank balances | 9,837 | 3,519 | 2,525 | 1,569 |
| | 11,111 | 4,751 | 4,159 | 3,032 |
| Total assets | 11,132 | 23,276 | 11,729 | 10,511 |
| EQUITY AND LIABILITIES | | | | |
| Capital and Reserves | | | | |
| Share capital | 38,114 | 46,485 | 50,000 | 51,550 |
| Reserves | (28,355) | (28,878) | (47,320) | (49,710) |
| | 9,759 | 17,607 | 2,680 | 1,840 |
| Non-controlling interests | - | 616 | (64) | (195) |
| Total equity | 9,759 | 18,223 | 2,616 | 1,645 |
| Non-Current Liabilities | | | | |
| Trade and other payables | - | - | 3,017 | 3,097 |
| Borrowings | - | - | 1,000 | 1,000 |
| Deferred tax liabilities | - | 26 | 18 | 18 |
| | - | 26 | 4,035 | 4,115 |
| Current Liabilities | | | | |
| Trade and other payables | 689 | 5,027 | 1,348 | 1,013 |
| Borrowings | 474 | - | 3,730 | 3,738 |
| Current tax payable | 210 | - | - | - |
| | 1,373 | 5,027 | 5,078 | 4,751 |
| Total equity and liabilities | 11,132 | 23,276 | 11,729 | 10,511 |

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5. The data referred to in paragraph 4 of this Part shall include the line items in the audited or interim balance sheet of the relevant entity or the group, as the case may be, and shall in addition include the following items:
- (a) number of shares after any adjustment to reflect the sale of new securities;
 - (b) net assets or liabilities per share; and
 - (c) net assets or liabilities per share after any adjustment to reflect the sale of new securities.

For illustrative purposes, the following is an analysis of the effects of the Rights cum Warrants Issue on the NTA and NTA per Share of the Group:

As an illustration only, the financial effects of the Rights cum Warrants Issue on the NTA and NTA per Share of the Group based on the latest audited financial statements for FY2016 and the unaudited financial statement for 1H2017 are as follows:

| | Scenario 1 | Scenario 2 | Scenario 3 |
|---|------------|------------|------------|
| <u>As at 31 December 2016</u> | | | |
| NTA before the Rights cum Warrants Issue (S\$'000) | (4,662) | (4,662) | (4,662) |
| Number of Shares before the Rights cum Warrants Issue ('000) | 2,999,133 | 2,999,133 | 2,999,133 |
| NTA per Share before the Rights cum Warrants Issue (cents) | (0.16) | (0.16) | (0.16) |
| Add: Gross Proceeds from the Rights cum Warrants Issue (S\$'000) | 20,216 | 9,597 | 19,195 |
| (Less): Expenditures related to Rights cum Warrants Issue (S\$'000) | (120) | (120) | (120) |
| Add: Net Proceeds from the Rights cum Warrants Issue (S\$'000) | 20,096 | 9,477 | 19,075 |
| NTA after the Rights cum Warrants Issue (S\$'000) | 15,434 | 4,815 | 14,413 |
| Number of Shares after Rights cum Warrants Issue ('000) | 23,214,710 | 12,596,533 | 22,193,933 |
| NTA per Share after the Rights cum Warrants Issue (cents) | 0.07 | 0.04 | 0.06 |

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| | Scenario 1 | Scenario 2 | Scenario 3 |
|---|------------|------------|------------|
| <u>As at end of 30 June 2017</u> | | | |
| NTA before the Rights cum Warrants Issue (S\$'000) | (5,633) | (5,633) | (5,633) |
| Number of Shares before the Rights cum Warrants Issue ('000) | 3,199,133 | 3,199,133 | 3,199,133 |
| NTA per Share before the Rights cum Warrants Issue (cents) | (0.18) | (0.18) | (0.18) |
| | | | |
| Add: Gross Proceeds from the Rights cum Warrants Issue (S\$'000) | 20,216 | 9,597 | 19,195 |
| (Less): Expenditures related to Rights cum Warrants Issue (S\$'000) | (120) | (120) | (120) |
| Add: Net Proceeds from the Rights cum Warrants Issue (S\$'000) | 20,096 | 9,477 | 19,075 |
| | | | |
| NTA after the Rights cum Warrants Issue (S\$'000) | 14,463 | 3,844 | 13,442 |
| | | | |
| Number of Shares after Rights cum Warrants Issue ('000) | 23,414,710 | 12,796,533 | 22,393,933 |
| | | | |
| NTA per Share after the Rights cum Warrants Issue (cents) | 0.06 | 0.03 | 0.06 |

LIQUIDITY AND CAPITAL RESOURCES

6. **Provide an evaluation of the material sources and amounts of cash flows from operating, investing and financing activities in respect of:**
- (a) **the most recent completed financial year for which financial statements have been published; and**
 - (b) **if interim financial statements have been published for any subsequent period, that period.**
-

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The consolidated statement of cash flows of the the Group for FY2014, FY2015 and FY2016 and the unaudited cash flow statement for 1H2017 are set out below:

| | Audited | | Unaudited | |
|---|----------------|---------|------------------|---------|
| | FY2014 | FY2015 | FY2016 | 1H2017 |
| | \$'000 | \$'000 | \$'000 | \$'000 |
| Cash Flows from Operating Activities | | | | |
| Net loss | (13,105) | (1,309) | (19,436) | (1,888) |
| Adjustments for: | | | | |
| Income tax (credit)/expense | 190 | 5 | (2) | 2 |
| Depreciation of property, plant and equipment | 19 | 30 | 173 | 78 |
| Resultant loss relating to shares granted to introducer | 4,421 | - | - | - |
| Employee share option expense | 177 | 532 | - | - |
| Interest income | (52) | (67) | (15) | - |
| Interest expense | 33 | 14 | 246 | 326 |
| Impairment loss on goodwill | - | - | 10,805 | - |
| Amortisation of intangible assets | - | - | 51 | - |
| Accretion of imputed interest | - | - | (503) | - |
| Write off of property, plant and equipment | - | - | 26 | 16 |
| Unwinding of imputed interest | - | - | 20 | - |
| Unrealised currency translation (gains)/losses | - | 2 | (42) | (211) |
| Operating loss before working capital changes | (8,317) | (793) | (8,677) | (1,677) |
| Change in working capital, net of effect from acquisition of subsidiary corporations: | | | | |
| Decrease/(increase) in trade and other receivables | 8,952 | 500 | (772) | 139 |
| Decrease/(increase) in inventories | 67 | (184) | 370 | 32 |
| (Decrease)/increase in trade and other payables | (578) | 2,500 | (3,196) | (257) |
| Cash generated from/(used in) operations | 124 | 2,023 | (12,275) | (1,763) |
| Interest paid | (33) | (14) | (246) | (326) |
| Interest income | 52 | 67 | 15 | - |
| Income tax paid | (278) | (215) | (6) | (2) |
| Net cash (used in)/generated from operating activities | (135) | 1,861 | (12,512) | (2,091) |

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| | | Audited | | Unaudited |
|---|---------|----------------|--------|------------------|
| | FY2014 | FY2015 | FY2016 | 1H2017 |
| | \$'000 | \$'000 | \$'000 | \$'000 |
| Cash Flows from Investing Activities | | | | |
| Acquisition of subsidiary corporation, net of cash acquired | – | (10,839) | – | – |
| Additions to property, plant and equipment | – | (4) | (86) | – |
| Net cash used in investing activities | – | (10,843) | (86) | – |
| Cash Flows from Financing Activities | | | | |
| Fixed deposit (deposited)/withdrew from banks | (2,030) | 530 | 500 | 500 |
| Redemption of warrants | – | – | – | (500) |
| Proceeds from issuance of ordinary shares | – | 2,250 | 3,515 | 1,440 |
| Proceeds from issuance/exercise of warrants | 6,799 | 887 | 300 | – |
| Proceeds from borrowings | – | – | 4,730 | 200 |
| Repayment of borrowings | (1,436) | (474) | – | – |
| Advances provided by a former shareholder of subsidiary corporation | – | – | 3,017 | – |
| Net cash generated from financing activities | 3,333 | 3,193 | 12,062 | 1,640 |
| Net increase/(decrease) in cash and cash equivalents | 3,198 | (5,789) | (536) | (451) |
| Cash and cash equivalents | | | | |
| Beginning of the financial year | 4,605 | 7,807 | 2,019 | 1,525 |
| Effect of currency translation on cash and cash equivalents | 4 | 1 | 42 | (5) |
| Cash and cash equivalents as at the end of the year | 7,807 | 2,019 | 1,525 | 1,069 |

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

| | Audited | | Unaudited | |
|---|----------------|---------|------------------|--------|
| | FY2014 | FY2015 | FY2016 | 1H2017 |
| | \$'000 | \$'000 | \$'000 | \$'000 |
| Cash and cash equivalents comprise the following: | | | | |
| Cash and bank balances | 9,837 | 3,519 | 2,525 | 1,569 |
| Less: Short-term bank deposits | (2,030) | (1,500) | (1,000) | (500) |
| Cash and cash equivalents per cash flow | | | | |
| | 7,807 | 2,019 | 1,525 | 1,069 |

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

FY2015 versus FY2014

Net cash generated from operating activities in FY2015 amounted to S\$1.86 million. The operating cash outflows before movement in working capital were S\$0.79 million.

The net cash outflow in investment activities in FY2015 of approximately S\$10.84 million was mainly due to the net cash used in acquiring medical aesthetics business.

The net cash generated from financing activities amounted to S\$3.19 million was mainly due to the proceeds from the exercise of warrants of S\$0.89 million and issuance of new shares of S\$2.25 million and uplifting of fixed deposit of S\$0.53 million. This was partially offset by the repayment of bank borrowings of S\$0.47 million.

Cash and bank balances were S\$3.52 million as at 31 December 2015 as compared to S\$9.84 million as at 31 December 2014.

FY2016 versus FY2015

Net cash used in operation for FY2016 was approximately S\$12.51 million. The operating cash outflows before movement in working capital were approximately S\$8.68 million.

The net cash outflow in investment activities in FY2016 of approximately S\$0.08 million was for the purchase of fixed assets for the aesthetic business.

The net cash generated from financing activities amounted to approximately S\$12.06 million. These are mainly from proceeds from the loan of approximately S\$4.73 million and placement of shares of S\$3.52 million and S\$0.30 million from issuance of warrants.

Cash and bank balances were approximately S\$2.53 million as at 31 December 2016 as compared to approximately S\$3.52 million as at 31 December 2015.

1H2017 versus FY2016

Net cash used in operating activities in 1H2017 amounted to S\$2.09 million. The operating cash outflow before movement in working capital was S\$1.68 million.

There were no cashflow from investing activities for 1H2017. The net cash inflow from financing activities for 1H2017 was S\$1.64 million. S\$0.50 million was used to redeem outstanding warrants and an inflow of S\$1.44 million share placement fund received in advance and S\$0.20 million loan proceeds during the period.

Cash and bank balances were S\$1.57 million as at 30 June 2017 as compared to S\$2.53 million as at 31 December 2016.

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7. **Provide a statement by the directors or equivalent persons of the relevant entity as to whether, in their reasonable opinion, the working capital available to the relevant entity or, if it is the holding company or holding entity of a group, to the group, as at the date of lodgement of the offer information statement, is sufficient for present requirements and, if insufficient, how the additional working capital considered by the directors or equivalent persons to be necessary is proposed to be provided.**

As at the date of this Offer Information Statement, the Directors are of the reasonable opinion that (i) barring unforeseen circumstances and after taking into consideration the present bank facilities and the factors mentioned below, the working capital available to the Group is sufficient to meet its present requirements and the Rights cum Warrants Issue is being undertaken for the reasons stated above and (ii) after taking into consideration the present bank facilities, the factors mentioned below and the Net Proceeds, the working capital available to the Group is sufficient to meet its present requirements.

The opinion of the Directors referred to above has taken into account the following factors:

- (a) one of the Company's Substantial Shareholders, Dato Choo has provided a letter of financial support expressing his willingness to provide continuing financial support upon terms and conditions agreeable to both parties to enable the Group to operate and meet their financial obligations and commitments as and when they fall due for the period up till 7 April 2018;
- (b) Dato Choo had also provided a written confirmation not to demand repayment of borrowings of S\$1,000,000 and S\$200,000 owing by the Group to him and payables of S\$3,500,000 owing by the Group to a former shareholder of the Company's subsidiary corporation (which he is a director and has 55% equity interests in), until the date when the Group has the financial ability to make the repayment or their respective contractual maturity dates on 5 March 2020, 2 February 2018 and 6 November 2019;
- (c) CMIC Hemodialysis (Hong Kong) Limited has entered into a third supplementary agreement with a third party, Concorde Global Limited to extend the maturity date of the HK\$20 million loan from 27 June 2017 to 27 December 2017. The loan is secured by a corporate guarantee granted by the Company and a deed of guarantee granted by Dato Choo (please refer to the SGXNET announcements dated 20 June 2016, 13 December 2016, 29 March 2017 and 27 June 2017); and
- (d) the banking and other facilities currently being made available to the Company.

8. **If the relevant entity or any other entity in the group is in breach of any of the terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect the relevant entity's financial position and results or business operations, or the investments by holders of securities in the relevant entity, provide:**

- (a) **statement of that fact;**
- (b) **details of the credit arrangement or bank loan; and**
- (c) **any action taken or to be taken by the relevant entity or other entity in the group, as the case may be, to rectify the situation (including the status of any restructuring negotiations or agreement, if applicable).**

To the best knowledge of the Directors at the Latest Practicable Date, the Directors are not aware of any breach by any entity in the Group of any terms and conditions or covenants associated with any credit arrangement or bank loan, which could materially affect the Group's financial position and results or business operations, or the investments by holders of securities in the Group.

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TREND INFORMATION AND PROFIT FORECAST OR PROFIT ESTIMATE

9. Discuss, for at least the current financial year, the business and financial prospects of the relevant entity or, if it is the holding company or holding entity of a group, the group, as well as any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on net sales or revenues, profitability, liquidity or capital resources, or that would cause financial information disclosed in the offer information statement to be not necessarily indicative of the future operating results or financial condition. If there are no such trends, uncertainties, demands, commitments or events, provide an appropriate statement to that effect.

Trend Information

The discussion on the business and financial prospects of the Group as set out herein may contain forward-looking statements, and are subject to certain risks. Please refer to the section entitled "Cautionary Note on Forward-Looking Statements" of this Offer Information Statement for further details.

Save as disclosed in the Company's latest financial statement for 2Q2017, the public announcements made by the Company via SGXNET, and this Offer Information Statement, the Directors are not aware of any known trends, uncertainties, demands, commitments or events of the current financial year, being FY2017, that are reasonably likely to have a material effect on net sales or revenues, profitability, liquidity or capital resources, or that would cause financial information disclosed in this Offer Information Statement to be not necessarily indicative of the future operating results or financial condition of the current financial year. In respect of the performance of the Group for the current financial year and save as disclosed, the Directors are not aware of any factor relating to the business and financial prospects of the Group and/or trends that will have a material effect on the financial conditions and operating results.

The Group will continue to work closely with its existing partners and at the same time, devote resources to seek new business opportunities. In addition, the Group intends to focus uniquely on the medical healthcare and medical services sector in our region.

Prospects

The Group continues to hold the view that the industry conditions are expected to be challenging in the near term particularly in light of the heightened geopolitical tensions around the world. The slowdown in global economy coupled with the ongoing political and economic differences in China and Taiwan, had led to significantly diminishing Chinese tourist arrivals into Taiwan. The Group's aesthetics business in Taiwan was thus affected by the reduction of tourist inflow from China into Taiwan.

In addition, there were tightening of medical regulations and control of practices on medical clinics in China. To be in line with the regulatory and operating procedures within the Group, the Group reduced the reliance on co-operation with clinics which it does not have control of.

As for the 300-bed kidney hospital in Qingdao, the renovation has been halted and the Group is currently in discussion with local investors for financing options.

The Group's other trading and distribution division's business for the supply of steel related raw materials, products and equipment to steel mills in our region was also challenged by intense import competitiveness from steel producing countries and weakening demand resulting in the closure of some large mills in the ASEAN region which led to the Group's continuing decline in revenue and profitability.

Given the above and the current and the global political situation, the Group will continue to diversify its business beyond steel trading and focus on medical healthcare and services. The Group is mindful of the need to adapt and will continue to pursue all opportunities which will complement the Group's business, including an opportunity to acquire certain radiology and diagnostic businesses, which the Company had announced on 28 September 2017.

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Risk Factors

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

The risks described below are not intended to be exhaustive. In addition to the risks described below, the Group could be affected by risks relating to the industry and countries in which the Group operates as well as economic, business, market and political risks. In addition, there may be additional risks not presently known to the Group, or that the Group currently deems immaterial, but which could affect its operations. If any of the following considerations and uncertainties develops into actual events, the business, results of operations, financial condition and prospects of the Group could be materially and adversely affected. In that event, the trading price of the Shares, the Rights Shares, the Warrants and/or the New Shares could decline, and investors may lose all or part of their investment in the Shares, the Rights Shares, the Warrants and/or the New Shares.

Prospective investors should carefully consider and evaluate these terms and conditions and all other information contained in this Offer Information Statement before deciding whether to invest in the Shares, the Rights Shares, the Warrants and/or the New Shares.

(a) Risks Relating to the Rights Shares

The Company's Share price may be volatile

The market price for the Shares may be highly volatile and can fluctuate significantly and rapidly in response to, *inter alia*, the following factors, some of which are beyond the Company's control, namely (i) variations in the Group's operating results, (ii) changes in securities analysts' recommendations, perceptions or estimates of the Group's financial performance, (iii) success or failure of the Company's management team in implementing business and growth strategies, (iv) gain or loss of an important business relationship, (v) additions or departures of key personnel, (vi) fluctuations in stock market prices and volume, (vii) involvement in litigation and (viii) general economic, stock and credit market conditions.

In the event the Company is unable to meet the Public Float Requirement, the SGX-ST may suspend trading of the Shares and the Company may be delisted if it fails to meet the Public Float Requirement within a prescribed period of time

If the percentage of Shares held by Public Shareholders falls below 10.0% such that the Company fails to meet the Public Float Requirement, the SGX-ST may suspend trading of the Shares. The SGX-ST may allow the Company a period of 3 months, or such other longer period as it may agree, to meet the Public Float Requirement and the Company may be delisted if it fails to meet the Public Float Requirement after the aforesaid period. Upon the completion of the Rights cum Warrants Issue in Scenario 1, Scenario 2 or Scenario 3, the Company anticipates that Public Shareholders will own approximately 10.0% of the Company's Shares. As a result, in the event that any person (other than a Public Shareholder) acquires Shares such that the Company fails to meet the Public Float Requirement, the SGX-ST may suspend trading of the Shares and the Company may be delisted if it fails to meet the Public Float Requirement within a prescribed period of time.

In the event a Shareholder is unable or unwilling to participate in certain additional fund-raising exercises, he may suffer potential dilution in his investment

The Group's working capital requirements, financing plans and capital expenditure needs may vary from those presently expected. If the Group does not meet its goals with respect to revenues, or if costs are higher than anticipated or if there are changes to its current financing plans, substantial additional funds may be required. To the extent that funds generated from operations have been exhausted, the Group may have to raise additional funds to meet new financial requirements. These additional funds may be raised by way of a placement or by further rights offering (which

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would be subjected to Shareholders' approval if necessary) or through the issuance of new Shares. In all such events, if any Shareholder is unable or unwilling to participate in such fund raising, such Shareholder may suffer a dilution in his investment.

An active trading market in the "nil-paid" rights may not develop

There is no certainty that an active trading market for the "nil-paid" rights on Catalist will develop during the trading period for such nil-paid entitlements. Even if an active market develops, the trading price for the "nil-paid" rights, which depends on the trading price of the shares, may be volatile.

Fluctuations in market price and trading volume

The demand for the Shares and accompanying price fluctuations as well as trading volume may vary from that of the Warrants.

Liquidity of the Shares

Active and liquid trading for securities generally result in lower volatilities in price and more efficient execution of buy and sell orders for investors. Generally, the liquidity of the market for a particular share is dependent on, amongst others, the size of the free float, the price of each board lot, institutional interests, and the business prospects of the Group as well as the prevailing market sentiment. There is no assurance that the liquidity of the Shares or the volume of the Shares as traded on Catalist may not change or decline after the Rights cum Warrants Issue.

Negative publicity may adversely affect the price of the Shares

Any negative publicity or announcement, whether justifiable or not, relating to the Group or any of its Associates or existing or future joint venture partners may adversely affect the price of the Shares. Such negative publicity or announcement may include involvement in insolvency proceedings, litigation suits and failed attempts in joint ventures or takeovers.

Shareholders need to act promptly and follow proper procedures, otherwise their acceptance and/or excess application and payment may be rejected and their provisional allotments of Rights Shares may expire without value and without any compensation

Shareholders who wish to accept the Rights Shares and (if applicable) apply for Excess Rights Shares under the Rights cum Warrants Issue must act promptly to ensure that all required forms, letters and payments are received by the relevant agents prior to the respective expiration dates and times. Failure to complete and sign the required acceptance forms or letters, the sending of an incorrect payment amount, or otherwise failure to follow the procedures that apply to a Shareholder's desired transaction may lead to rejection of all or part of the Shareholder's acceptance and/or excess application and payment, and their provisional allotments of Rights Shares will expire without value and without any compensation.

The Company, the Share Registrar and CDP do not undertake to contact the Shareholder concerning, or attempt to correct, an incomplete or incorrect acceptance form, letter or payment.

The Company has sole discretion to determine whether an acceptance and/or excess application and payment follows the proper procedures. Shareholders who hold Shares through a securities sub-account, brokerage account or other similar custodial account with a Depository Agent, broker, custodian or nominee other than CDP are urged to consult their Depository Agent, broker, custodian or nominee without delay regarding the proper procedures that they need to follow. The Shares may not be traded regularly. There is no assurance that there will be an active trading market for the Shares subsequent to the Rights cum Warrants Issue and even if there is, there is no assurance that an active trading market for the Shares will be sustained.

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(b) Risks relating to the Company

The Group may not be able to implement its business strategy and future plans effectively

There is no assurance that the Group will be able to or continue to implement its business strategy effectively. Further, the implementation of the Group's strategy relies on, amongst others, the following factors:

- (i) maintaining the Group's competitive edge;
- (ii) focusing on the Group's core competencies;
- (iii) continuing to build upon the Group's technical expertise; and
- (iv) conducive and facilitative regulatory environment;

There is no assurance that the Group will be able to accomplish any of the above objectives properly or effectively. If the Group fails to implement its business strategies successfully, the Group's prospects and competitive edge may be adversely affected. Further, the Group intends to implement certain plans in keeping with its business strategies. There is no guarantee that the Group would be able to implement any of these plans successfully, if at all. If the Group is unable to carry out its future plans, its business may be adversely affected. In addition, the implementation of the Group's future plans involves uncertainties and the Group could suffer material losses (financial or otherwise) if it is unable to implement its plans successfully.

The Group is largely dependent on the demand by steel mills

The Group's major customers are mainly steel mills which are engaged in the manufacture and production of steel bars, rods, sheets and coils. The majority of these products are used in industries ranging from the infrastructure, shipbuilding, heavy machinery, metal canning, electronics to automotive industries. Any decrease in demand in the industries which require steel may correspondingly lead to a decrease in demand for the Group's products by steel mills. In the event that there is a decrease in demand for its products by the steel mills, the Group's financial performance may be adversely affected.

The Group is reliant on its principals as the source of the products which the Group distributes

The Group's revenue is mainly derived from the distribution of the Group's principals' products such as disposable thermocouples, thermal and gas analysis consumables, accessories and instruments, manganese alloy and forged metal aluminium billets and granules. As such, the Group's continued growth is dependent on its ability to retain its existing principals as well as to secure new distributorship or agency rights. In the event the Group is unable to continue with its agreements with its existing principals or if the Group is unable to secure new distributorship or agency rights, the Group's business may be adversely affected.

The Group does not have long-term contracts with its customers

The Group's agreements with its customers are generally not long-term contracts. The Group's contracts are usually in the form of purchase orders with delivery periods of up to one year, the majority of which are for a period of up to three months. Should the Group's customers decide to scale down their operations, not to purchase from the Group or terminate a product line that utilises the products which the Group distributes or manufactures, the Group's financial performance will be adversely affected.

The Group does not have long-term contracts with its suppliers for its medical aesthetics practice

The Group has not entered into any long-term supply agreements with its suppliers and cannot assure that its suppliers will continue to supply the products to the Group on commercially reasonable terms, or at all, which could materially and adversely affect the Group's ability to secure future supply. Further, the Group may not be able to find suitable alternative suppliers within a short period of time, and as such, any shortage of or delay in the supply of the products to the

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Group may materially and adversely affect the operations of the Group's clinics, which may in turn materially and adversely affect the Group's business, results of operations, financial condition and prospects.

The Group is largely dependent on Malaysia as its major market for its steel trading business

The Group's major market to which the Group distributes the products of its principals is Malaysia. There is also no assurance that the Group will be able to increase its sales in the other countries to which the Group distributes the products of its principals or successfully expand into other new markets. Accordingly, should there be a reduction in demand for the Group's products in Malaysia and the Group is unable to increase its sales in other countries or successfully expand into new markets, its revenue and profitability will be adversely affected.

The Group relies principally on two geographical markets, namely, PRC and Taiwan, for its medical aesthetics business and any adverse economic, social and/or political conditions affecting this market may materially and adversely affect our business, results of operations, financial condition and prospects

Currently, substantially all of the medical aesthetics operations of the Group is based in PRC, from which it derives substantially all of its revenue for the medical aesthetics practice. The Group's business operations and the demand for its services are therefore exposed to any deterioration in the economic, social and/or political conditions as well as any incidence of social unrest, strike, riot, civil disturbance or disobedience in the PRC (in particular where any such activity causes inconvenience to clients who visit, and its staff who attend, its service centres). A portion of the Group's revenue is also derived from clients who do not reside in the PRC and therefore, any deterioration of the medical tourism industry or the tourism industry in general in the PRC may decrease its revenue derived from clients who do not reside in the PRC. For example, it has been reported that visitors from outside of the PRC have started decreasing due to certain recent events in the PRC. Any of the aforesaid circumstances may disrupt and materially and adversely affect the operations of the Group's service centres and the Group's results of operations, financial condition and prospects.

The Group is reliant on its key management and executives and its ability to attract and retain other qualified personnel

The Group's success to date has been largely dependent on the efforts and contributions of its key management and executives, including the Group's Executive Chairman, Mr Tai Kok Chuan as supported by its Executive Officers. The Group's continued success is dependent, to a large extent, on its ability to retain the services of its key management and executives and its ability to continue to attract, retain and motivate other qualified personnel. The loss of the Group's Executive Chairman and its Executive Officers who have invaluable experience and expertise in its business and who have well-established relationships with the Group's customers without suitable replacement may have a material adverse impact on its operations and competitiveness.

The Group is subject to the credit risks of its customers in the steel trading business

The Group is subject to the credit risks of its customers. The Group's ability to receive payment promptly is dependent on the creditworthiness of its customers and their ability to honour the repayment terms contained in the Group's contracts. There is no assurance that the Group will be able to collect all or any part of its trade receivables within the credit terms stipulated in its contracts. In the event that the Group's customers default on their payments, its cash flow and financial performance may be adversely affected.

The Group may be affected by changes in any environmental laws and regulations applicable to its industry

The Group's operations are subject to local environmental laws and regulations. Such laws and regulations may change from time to time and are subject to interpretation by the authorities. The compliance with such new laws, regulations and interpretations by the relevant regulatory authorities may increase the Group's costs. Any significant increase in compliance costs with new laws or regulations or the change in interpretation thereof may adversely affect the Group's financial performance.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

An inability to keep abreast of the latest developments in aesthetic medical trends, technology and clients' changing needs may materially and adversely affect the Group's competitive edge

The Group needs to continuously keep up with the latest developments in aesthetic medical trends, technology and its clients' changing needs in the provision of aesthetic medical services. Changes in the aesthetic medical industry require sourcing for and investing in new service devices and technology as well as the development of more effective products. From time to time, the Group also needs to upgrade existing service equipment and facilities. If the Group is unable to anticipate and adapt to the latest developments in aesthetic medical trends, technology and its clients' changing needs, demand for the Group's services may decline. Furthermore, it is also possible that its competitors may be more responsive to emerging innovative technology, more sensitive to changes in client preferences, and have a better ability to devote resources or offer new solutions to clients in a timely manner in response to these changes, making our service offerings less competitive. The Group may lose existing clients and be unable to attract new clients or both, which could decrease its sales. The Group also cannot assure that it will be able to recover the financial expenditures associated with the purchase of new service equipment and technology should clients' expectations for them are not met. As a result of any of the foregoing, the Group's business, results of operations, financial condition and prospects could be materially and adversely affected.

The Group is susceptible to fluctuations in foreign exchange rates that could result in the Group incurring foreign exchange losses

As the Company's functional and presentation currency is denominated in S\$, any depreciation and/or appreciation in foreign exchange rates against the S\$ may affect the Group's profitability and financial position. For example, revenue derived from the medical aesthetics business which is denominated in foreign currencies, such as NTD and RMB, may have an adverse impact on the Group's operating results if there is an unfavourable fluctuation of the foreign currencies against the S\$.

There is no assurance that our future plans will be commercially successful

Our operations in Asia and future expansion plans may involve the setup of new clinics and education institute(s), expansion of medical facilities, joint ventures and/or the acquisition of companies that are complementary to our existing businesses. There is no assurance that such expansion plans will be commercially successful. Such expansion plans may be expensive and may divert our management's attention and expose our business to unforeseen liabilities or risks associated with entering new markets or new businesses.

We may also not be successful in integrating any acquired businesses and might not achieve the anticipated synergies for revenue growth and cost benefits. If we fail to achieve a sufficient level of revenue or if our expansion plans result in a lapse of customer service, performance problems with an acquired company, potential dilutive issuances of equity securities or the incurrence of debt, contingent liabilities, possible impairment charges related to goodwill or other intangible assets or any other unanticipated events or circumstances, our financial position and performance may be materially and adversely affected.

Regulations of loans and direct investment by offshore holding companies to PRC entities may delay or prevent the Group from making loans or capital contributions to the PRC subsidiaries, which could materially and adversely affect the Group's liquidity and ability to fund and expand the Group's new business.

The Company may incorporate PRC subsidiaries to operate the new businesses in the PRC. As such the Group may make loans and/or capital contributions to the PRC subsidiaries. In the event that the Company, as an offshore holding company of the PRC subsidiaries, intends to provide loans and/or capital contributions to the PRC subsidiaries, it will be subjected to regulations and approvals. Any capital contributions to the PRC subsidiaries must be approved by the Ministry of Commerce of the PRC or its local counterparts.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

We cannot assure that the Group will be able to complete the necessary government registrations or obtain the necessary government approvals on a timely basis with respect to future loans and/or capital contributions by the Company to our PRC subsidiaries. If the Group fails to complete such registrations or obtain such approvals, our PRC operations may be negatively affected, which could materially and adversely affect the liquidity and ability to fund and expand its new businesses.

The Group may be involved in legal and other proceedings from time to time

The Group may be involved from time to time in disputes with other third parties. The Group may be subject to claims arising from disputes over the interpretation or enforceability of any contracts or licence agreements entered into with other third parties. These disputes may lead to legal and other regulatory proceedings, and may cause the Group to suffer additional costs and delays. An unfavourable outcome could have a material adverse impact on the Group's business, financial conditions and results of operations. Regardless of the outcome of any litigation or regulatory proceedings, such proceedings are expensive and would require the Group to devote substantial resources and time to contest such claims and such costs could adversely affect the business, financial condition and operations of the Group. If the claims against the Group are successful, the Group may be required to compensate the claimant and the financial condition and operations of the Group may be adversely affected. In addition, any disagreements with regulatory bodies in the course of the Group's operations, which may subject it to administrative proceedings and unfavourable orders, directives or decrees, could result in financial losses for the Group and impede the progress of its investments.

The Group may not be able to obtain financing, which could materially harm its business

The Group's ability to obtain financing is highly dependent on the conditions of the capital markets, among other things. The capital and credit markets have recently been experiencing significant volatility. The downturn in the equity and debt markets, the tightening of the credit markets, the general economic slowdown and other macroeconomic conditions, such as the current global economic environment could prevent the Group from raising capital or obtaining financing on satisfactory terms, or at all. If the Group requires, but cannot obtain, adequate capital as a result of negative conditions in the capital markets or otherwise, the Group's business, results of operations and financial condition could be materially adversely affected.

(c) Risks relating to ownership of the Warrants

Warrants may expire worthless

The Warrants issued pursuant to the Rights cum Warrants Issue have an Exercise Period of three (3) years. In the event that the Warrants are not exercised by the end of the Exercise Period, the Warrants will expire worthless.

Potential dilution in the event the Warrants are not exercised

In the event that an Entitled Shareholder does not take up his entitlement to the Rights Shares under the Rights cum Warrants Issue or does not exercise any Warrants taken up under the Rights cum Warrants Issue while the other Warrants issued under the Rights cum Warrants Issue are exercised, such Entitled Shareholder's interest in the Company may be diluted or varied.

There may be further issues of Shares

Subject to the terms and conditions of the Warrants as set out in the Deed Poll, the Company may issue Shares for cash or as a bonus distribution and further subscription rights upon such terms and conditions as the Company sees fit, but the Warrant holders shall not have any participating rights in such further issues unless otherwise resolved by the Company in a general meeting.

The listing of Warrants is subject to a sufficient spread of holdings

In the event that permission is not granted by the SGX-ST for the listing of and quotation for the Warrants due to an insufficient spread of holdings of the Warrants to provide for an orderly market in the trading of the Warrants, the Company shall nevertheless proceed and complete the Rights cum Warrants Issue. Accordingly, in such an event, the Warrant holders will not be able to trade their Warrants on Catalist.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Fluctuations in price and trading volume

The demand for the Warrants and its accompanying price fluctuations as well as trading volume may vary from that of the Shares.

10. **Where a profit forecast is disclosed, state the extent to which projected sales or revenues are based on secured contracts or orders, and the reasons for expecting to achieve the projected sales or revenues and profit, and discuss the impact of any likely change in business and operating conditions on the forecast.**
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No profit forecast is disclosed in this Offer Information Statement.

11. **Where a profit forecast or profit estimate is disclosed, state all principal assumptions, if any, upon which the directors or equivalent persons of the relevant entity have based their profit forecast or profit estimate, as the case may be.**
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No profit forecast or profit estimate is disclosed in this Offer Information Statement.

12. **Where a profit forecast is disclosed, include a statement by an auditor of the relevant entity as to whether the profit forecast is properly prepared on the basis of the assumptions referred to in paragraph 11 of this Part, is consistent with the accounting policies adopted by the relevant entity, and is presented in accordance with the accounting standards adopted by the relevant entity in the preparation of its financial statements.**
-

No profit forecast is disclosed in this Offer Information Statement.

13. **Where the profit forecast disclosed is in respect of a period ending on a date not later than the end of the current financial year of the relevant entity, provide in addition to the statement referred to in paragraph 12 of this Part:**

- (a) **a statement by the issue manager to the offer, or any other person whose profession or reputation gives authority to the statement made by him, that the profit forecast has been stated by the directors or equivalent persons of the relevant entity after due and careful enquiry and consideration; or**
- (b) **a statement by an auditor of the relevant entity, prepared on the basis of his examination of the evidence supporting the assumptions referred to in paragraph 11 of this Part and in accordance with the Singapore Standards on Auditing or such other auditing standards as may be approved in any particular case by the Authority, to the effect that no matter has come to his attention which gives him reason to believe that the assumptions do not provide reasonable grounds for the profit forecast.**
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No profit forecast is disclosed in this Offer Information Statement.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

14. Where the profit forecast disclosed is in respect of a period ending on a date after the end of the current financial year of the relevant entity, provide in addition to the statement referred to in paragraph 12 of this Part:
- (a) a statement by the issue manager to the offer, or any other person whose profession or reputation gives authority to the statement made by him, prepared on the basis of his examination of the evidence supporting the assumptions referred to in paragraph 11 of this Part, to the effect that no matter has come to his attention which gives him reason to believe that the assumptions do not provide reasonable grounds for the profit forecast; or
 - (b) a statement by an auditor of the relevant entity, prepared on the basis of his examination of the evidence supporting the assumptions referred to in paragraph 11 of this Part and in accordance with the Singapore Standards on Auditing or such other auditing standards as may be approved in any particular case by the Authority, to the effect that no matter has come to his attention which gives him reason to believe that the assumptions do not provide reasonable grounds for the profit forecast.

No profit forecast is disclosed in this Offer Information Statement.

SIGNIFICANT CHANGES

15. Disclose any event that has occurred from the end of:
- (a) the most recent completed financial year for which financial statements have been published; or
 - (b) if interim financial statements have been published for any subsequent period, that period,

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

Save as disclosed in this Offer Information Statement and in the public announcements made by the Company via SGXNET, the Directors are not aware of any event which has occurred since 31 December 2016 up to the Latest Practicable Date which may have a material effect on the financial position and results of the Group.

MEANING OF "PUBLISHED"

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

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART VI – THE OFFER AND LISTING

OFFER AND LISTING DETAILS

1. **Indicate the price at which the securities are being offered and the amount of any expense specifically charged to the subscriber or purchaser. If it is not possible to state the offer price at the date of lodgement of the offer information statement, the method by which the offer price is to be determined must be explained.**
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The Issue Price for each Rights Shares is S\$0.001, payable in full upon acceptance and/or application.

One (1) free detachable Warrant will be issued with every one (1) Rights Share subscribed, and each Warrant will carry the right to subscribe for one (1) New Share at the Exercise Price during the Exercise Period. The Exercise Price of each Warrant is S\$0.001, payable in full upon the exercise of the Warrant (subject to adjustments under certain circumstances as provided in the Deed Poll).

The expenses incurred in the Rights cum Warrants Issue will not be specially charged to the subscribers or purchasers of the Rights Shares with Warrants. However an administrative fee will be incurred for each successful application made through the ATMs of the respective Participating Banks. Such administrative fee shall be borne by the subscribers or purchasers of the Rights Shares with Warrants.

2. **If there is no established market for the securities being offered, provide information regarding the manner of determining the offer price, the exercise price or conversion price, if any, including the person who establishes the price or is responsible for the determination of the price, the various factors considered in such determination and the parameters or elements used as a basis for determining the price.**
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Not applicable, as the Shares are, and the Rights Shares and New Shares will be, listed on Catalist.

The Issue Price of S\$0.001 for each Rights Share represents (i) a discount of approximately 80.0% to the closing market price of S\$0.005 per Share for trades done on Catalist on 7 June 2017, being the last Market Day on which the Shares were transacted on the SGX-ST prior to the release of the Announcement, (ii) a discount of approximately 50% to the theoretical ex-rights price of S\$0.002 per Share (being the theoretical market price of each Share assuming the completion of the Rights cum Warrants Issue, and which is calculated based on the closing market price of S\$0.005 per Share for trades done on Catalist on 7 June 2017, being the last Market Day prior to the Announcement, and the total number of Shares following the completion of the Rights cum Warrants Issue).

There is no established market for the Warrants. The Exercise Price of S\$0.001 for each New Share was determined by the Company, after taking into consideration the current trading price of the Shares, the Issue Price of the Rights Shares, and the length of the Exercise Period of the Warrants.

The Exercise Price of S\$0.001 for each New Share represents (i) a discount of approximately 80.0% to the closing market price of S\$0.005 per Share for trades done on Catalist on 7 June 2017, being the last Market Day on which the Shares were transacted on the SGX-ST prior to the release of the Announcement, (ii) a discount of approximately 50% to the theoretical ex-rights price of S\$0.002 per Share (being the theoretical market price of each Share assuming the completion of the Rights cum Warrants Issue, and which is calculated based on the closing market price of S\$0.005 per Share for trades done on Catalist on 7 June 2017, being the last Market Day prior to the Announcement, and the total number of Shares following the completion of the Rights cum Warrants Issue).

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

3. If:
- (a) any of the relevant entity's shareholders or equity interest-holders have pre-emptive rights to subscribe for or purchase the securities being offered; and
 - (b) the exercise of the rights by the shareholder or equity interest-holder is restricted, withdrawn or waived,

indicate the reasons for such restriction, withdrawal or waiver, the beneficiary of such restriction, withdrawal or waiver, if any, and the basis for the offer price.

Not applicable. None of the Shareholders has pre-emptive rights to subscribe for the Rights Shares.

As there may be prohibitions or restrictions against the offering of the Rights Shares with Warrants in certain jurisdictions, only Entitled Shareholders are eligible to participate in the Rights cum Warrants Issue. Please refer to the section entitled "Eligibility of Shareholders to Participate in the Rights cum Warrants Issue" of this Offer Information Statement for further details.

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4. If securities of the same class as those securities being offered are listed for quotation on any securities exchange:
- (a) in a case where the first-mentioned securities have been listed for quotation on the securities exchange for at least 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities:
 - (i) for each of the 12 calendar months immediately preceding the calendar month in which the latest practicable date falls; and
 - (ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date; or

The Rights Shares and the New Shares are of the same class as the existing Shares listed for quotation on Catalist.

The price range and volume of the Shares traded on Catalist during the twelve (12) months immediately preceding the date of lodgement of this Offer Information Statement are as follows:

| | Price range | | Volume ⁽²⁾ |
|---|-------------|------------|-----------------------|
| | Low (S\$) | High (S\$) | ('000) |
| October 2016 | 0.007 | 0.014 | 340,550 |
| November 2016 | 0.012 | 0.015 | 321,030 |
| December 2016 | 0.009 | 0.013 | 148,280 |
| January 2017 | 0.009 | 0.013 | 94,460 |
| February 2017 | 0.007 | 0.012 | 301,850 |
| March 2017 | 0.007 | 0.009 | 108,200 |
| April 2017 | 0.005 | 0.007 | 202,430 |
| May 2017 | 0.004 | 0.006 | 145,080 |
| June 2017 | 0.004 | 0.006 | 46,910 |
| July 2017 | 0.004 | 0.007 | 317,420 |
| August 2017 | 0.003 | 0.005 | 125,080 |
| 1 September 2017 to Latest Practicable Date | 0.002 | 0.004 | 63,520 |

Source: Bloomberg L.P.⁽¹⁾

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Notes:

- (1) Bloomberg L.P. has not consented to the inclusion of the price range of Shares quoted under this paragraph for the purposes of Section 249 and Section 277 of the SFA and is therefore not liable for such information under Sections 253 and 254 of the SFA. The Company has included the above price range in its proper form and context in this Offer Information Statement and has not verified the accuracy of such information. The Company is not aware of any disclaimers made by Bloomberg L.P. in relation to the above information.
- (2) Based on the total volume of the Shares traded in a particular month/period.

The Warrants to be issued under the Rights cum Warrants Issue are not of the same class as the Outstanding Warrants.

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- (b) in a case where the first-mentioned securities have been listed for quotation on the securities exchange for less than 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities:**
- (i) for each calendar month immediately preceding the calendar month in which the latest practicable date falls; and**
- (ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date;**

Not applicable. The Shares have been listed on Catalist for more than twelve (12) months immediately preceding the Latest Practicable Date.

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- (c) disclose any significant trading suspension that has occurred on the securities exchange during the 3 years immediately preceding the latest practicable date or, if the securities have been listed for quotation for less than 3 years, during the period from the date on which the securities were first listed to the latest practicable date; and**

Save for the temporary trading halts requested on 19 March 2014, 9 April 2014, 14 April 2015, 9 June 2015, 6 January 2016, 19 October 2016, 8 November 2016, 1 December 2016, 23 January 2017, 26 January 2017 and 6 June 2017 to cater for the release of announcements by the Company over SGXNET in accordance with the requirements of the Listing Manual, there has been no trading suspension that has occurred on Catalist during the three (3) years immediately preceding the Latest Practicable Date.

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- (d) disclose information on any lack of liquidity, if the securities are not regularly traded on the securities exchange.**

Please refer to above table for the volume of Shares traded during each of the twelve (12) calendar months immediately preceding the Latest Practicable Date and for the period from 1 January 2017 to the Latest Practicable Date. Based on the information set out therein, the Shares are regularly traded on Catalist.

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- 5. Where the securities being offered are not identical to the securities already issued by the relevant entity, provide:**
- (a) a statement of the rights, preferences and restrictions attached to the securities being offered; and**
- (b) an indication of the resolutions, authorisations and approvals by virtue of which the entity may create or issue further securities, to rank in priority to or *pari passu* with the securities being offered.**
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SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

The Rights Shares and New Shares will, upon allotment and issue, rank *pari passu* in all respect with the then issued Shares save that they will not rank for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the Rights Shares or the New Shares (as the case may be).

The Warrants to be issued under the Rights cum Warrants Issue are not identical to the securities already issued by the Company (including the existing warrants). Please refer to (i) paragraph 1 of "Part X – Additional Information required for Offer of Securities by way of Rights Issue" and (ii) Appendix A of this Offer Information Statement for information on the rights, preferences and restrictions attached to the Warrants.

The Rights Shares, the Warrants and the New Shares are issued pursuant to the approval of the Shareholders at the extraordinary general meeting of the Company or the purposes of the Rights cum Warrants Issue held on 22 August 2017. The issue of the Rights Shares, the Warrants and the New Shares have also been authorised by the resolutions in writing of the Board passed on 7 June 2017.

PLAN OF DISTRIBUTION

- 6. Indicate the amount, and outline briefly the plan of distribution, of the securities that are to be offered otherwise than through underwriters. If the securities are to be offered through the selling efforts of any broker or dealer, describe the plan of distribution and the terms of any agreement or understanding with such entities. If known, identify each broker or dealer that will participate in the offer and state the amount to be offered through each broker or dealer.**

The Rights cum Warrants Issue is proposed to be offered on a renounceable non-underwritten basis to Entitled Shareholders of up to 10,107,788,721 Right Shares at the Issue Price with up to 10,107,788,721 Warrants, on the basis of three (3) Rights Shares with three (3) detachable Warrants for every one existing Share held by the Shareholders at the Book Closure Date, fractional entitlements to be disregarded.

The Rights Shares with Warrants are payable in full upon acceptance and/or application and, upon allotment and issue, will rank *pari passu* in all respects with the then existing issued Shares, except that they will not rank for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the Rights Shares with Warrants. Those members participating in the CPF Investment Scheme can use, subject to applicable CPF rules and regulations, monies standing to the credit of their respective CPF accounts to pay for the Issue Price.

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

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

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

In the allotment of Excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and the 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 through a nominee) on the Board of Directors will rank last in priority for the rounding of odd lots and allotment of Excess Rights Shares with Warrants. The Company will also not make any allotment and issue of any Excess Rights Shares with Warrants that will result in a transfer of controlling interest in the Company unless otherwise approved by Shareholders at a general meeting.

In view of the cost savings in respect of underwriting fees, the Rights cum Warrants Issue will not be underwritten by any financial institution.

Depending on the level of subscription for the Rights Shares with Warrants, the Company will, if necessary, scale down the subscription for the Rights Shares with Warrants by any of the Shareholders 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 entitlements of Rights Shares with Warrants fully.

As there may be prohibitions or restrictions against the offering of the Rights Shares with Warrants in certain jurisdictions, only Entitled Shareholders are eligible to participate in the Rights cum Warrants Issue. Please refer to the section entitled "Eligibility of Shareholders to Participate in the Rights cum Warrants Issue" of this Offer Information Statement for further details.

The allotment and issue of the Right Shares pursuant to the Rights cum Warrants Issue is governed by the terms and conditions set out in this Offer Information Statement, including Appendices 2, 3 and 4 of this Offer Information Statement, the PAL, the ARE and the ARS.

7. Provide a summary of the features of the underwriting relationship together with the amount of securities being underwritten by each underwriter.

The Rights cum Warrants Issue is not underwritten.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART VII – ADDITIONAL INFORMATION

STATEMENTS BY EXPERTS

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1. **Where a statement or report attributed to a person as an expert is included in the offer information statement, provide such person's name, address and qualifications.**
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No statement or report made by an expert is included in this Offer Information Statement.

2. **Where the offer information statement contains any statement (including what purports to be a copy of, or extract from, a report, memorandum or valuation) made by an expert:**
- (a) **state the date on which the statement was made;**
 - (b) **state whether or not it was prepared by the expert for the purpose of incorporation in the offer information statement; and**
 - (c) **include a statement that the expert has given, and has not withdrawn, his written consent to the issue of the offer information statement with the inclusion of the statement in the form and context in which it is included in the offer information statement.**
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No statement or report made by an expert is included in this Offer Information Statement.

3. **The information referred to in paragraphs 1 and 2 of this Part need not be provided in the offer information statement if the statement attributed to the expert is a statement to which the exemption under regulation 26(2) or (3) applies.**
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No statement or report made by an expert is included in this Offer Information Statement.

CONSENTS FROM ISSUE MANAGERS AND UNDERWRITERS

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4. **Where a person is named in the offer information statement as the issue manager or underwriter (but not a sub-underwriter) to the offer, include a statement that the person has given, and has not withdrawn, his written consent to being named in the offer information statement as the issue manager or underwriter, as the case may be, to the offer.**
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Not applicable.

OTHER MATTERS

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5. **Include particulars of any other matters not disclosed under any other paragraph of this Schedule which could materially affect, directly or indirectly:**
- (a) **the relevant entity's business operations or financial position or results; or**
 - (b) **investments by holders of securities in the relevant entity.**
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Save as disclosed elsewhere in this Offer Information Statement and in the public announcements made by the Company via SGXNET, the Directors are not aware of any other matters which could materially affect, directly or indirectly, the Company as above-captioned.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

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

Not applicable.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART IX – ADDITIONAL INFORMATION REQUIRED FOR CONVERTIBLE DEBENTURES

Not applicable.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

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

1. Provide –

(a) the particulars of the Rights cum Warrants Issue;

PRINCIPAL TERMS OF THE RIGHTS SHARES

- Number of Rights Shares : Up to 10,107,788,721 Rights Shares (together with free detachable Warrants) will be issued in Scenario 1 and up to 9,597,399,945 Rights Shares (together with free detachable Warrants) will be issued in Scenario 2.
- Basis of Provisional Allotment : Three (3) Rights Shares for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded.
- Issue Price : S\$0.001 for each Rights Share, payable in full on acceptance and/or application.
- The Issue Price represents a discount of approximately 80% to the closing market price of S\$0.005 per Share for trades done on Catalist on 7 June 2017, being the last trading day of the Shares on Catalist prior to the release of the Announcement, a discount of approximately 50% to the theoretical ex-rights price of S\$0.002 per Share (being the theoretical market price of each Share assuming the completion of the Rights cum Warrants Issue, and which is calculated based on the closing market price of S\$0.005 per Share for trades done on the SGX-ST on 7 June 2017, being the last Market Day prior to the date of the Announcement, and the total number of Shares following the completion of the Rights cum Warrants Issue).
- Eligibility to participate : Please refer to the section entitled “Eligibility of Shareholders to Participate in the Rights cum Warrants Issue” of this Offer Information Statement.
- Non-underwritten : The Rights cum Warrants Issue will not be underwritten. In view of the savings in costs by the Company as a result of not having to pay any underwriting fees, the Company has decided to proceed with the Rights cum Warrants Issue without having the Rights cum Warrants Issue being underwritten by any financial institution. The Rights cum Warrants Issue will not be withdrawn after commencement of the ex-rights trading of the Shares pursuant to Rule 820(1) of the Listing Manual.
- Status of the Rights Shares : The Rights Shares will, upon allotment and issuance, rank *pari passu* in all respects with then existing Shares in issue, save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the Rights Shares.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Listing of the Rights Shares : The Company has obtained the LQN from the SGX-ST on 15 September 2017 for the listing and quotation of the Rights Shares, the Warrants and the New Shares, subject to certain conditions. The LQN for the new Shares that may be issued pursuant to the exercise of any additional warrants or options to be issued in respect of the Warrants Adjustments and Options Adjustments will be applied for in due course.

The LQN granted 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 New Shares, the Company, its Subsidiaries and their securities.

The Rights Shares, the Warrants and the New Shares will be admitted to Catalist after all certificates relating thereto have been issued and the notification letters from CDP have been despatched.

Trading of the Rights Shares : Upon the listing and quotation of the Rights Shares on Catalist, the Rights Shares will be traded on Catalist under the book-entry (scripless) settlement system. For the purposes of trading on the SGX-ST, each board lot of Shares will comprise 100 Shares.

Acceptance and excess/ additional applications : Entitled Shareholders will be at liberty to accept (in full or in part), decline or otherwise renounce or, in the case of Entitled Depositors only, trade on Catalist (in full or in part) during the provisional allotment trading period prescribed by SGX-ST, their provisional allotments of the Rights Shares with Warrants on Catalist and are eligible to apply for additional Rights Shares with Warrants in excess of their provisional allotments under the Rights cum Warrants Issue.

Fractional entitlements to the Rights Shares with Warrants will be disregarded in arriving at the Entitled Shareholders' entitlements and will, together with the provisional allotments of Rights Shares with Warrants which are not taken up for any reason, be aggregated and issued to satisfy Excess Applications (if any), or otherwise disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company.

Provisional allotments of Rights Shares with Warrants which are not taken up for any reason shall be aggregated and used to satisfy excess applications for Rights Shares with Warrants (if any) or otherwise dealt with in such manner as the Board may in its absolute discretion deem fit in the interests of the Company.

In the allotment of Excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and the 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 through a nominee) on the Board of Directors will rank last in priority for the rounding of odd lots and allotment of Excess Rights Shares with Warrants. The Company will also not make any allotment and issue of any Excess Rights Shares with Warrants that will result in a transfer of controlling interest in the Company unless otherwise approved by Shareholders at a general meeting.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- Irrevocable Undertakings : Not applicable. There shall be no undertaking shareholder for the Rights cum Warrants Issue.
- Fractional Entitlements : Fractional entitlements to the Rights Shares will be disregarded in arriving at the Shareholders' entitlements and will, together with the provisional allotments which are not taken up for any reason, be aggregated and used to satisfy applications for Excess Applications (if any), or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit for the benefit of the Company.
- Use of CPF Funds / SRS Funds : CPFIS Shareholders must use, subject to applicable CPF rules and regulations, their CPF Funds for the payment of the Issue Price to subscribe for the Rights Shares with Warrants. CPFIS Shareholders who wish to accept the provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants using CPF Funds will need to instruct their respective CPF Approved Banks, where such CPFIS Shareholders hold their CPF Investment Accounts, to accept the provisional allotments of Rights Shares with Warrants and (if applicable) apply for the Excess Rights Shares on their behalf in accordance with this Offer Information Statement. In the case of insufficient CPF funds or stock limit, CPFIS Shareholders can top up cash into their CPF Investment Accounts before instructing their respective CPF Approved Banks to accept the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. CPFIS Shareholders are advised to provide their respective CPF Approved Banks with the appropriate instructions early in order for their CPF Approved Banks to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. Any acceptance and/or application made directly through CDP, Electronic Applications, the Share Registrar and/or the Company will be rejected. CPF Funds cannot, however, be used for the purchase of the provisional allotments of the Rights Shares with Warrants directly from the market.
- SRS Members who wish to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants can only do so, subject to applicable SRS rules and regulations, using SRS Funds. SRS Members who wish to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants using SRS Funds, must instruct the relevant SRS Approved Banks to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants on their behalf in accordance with this Offer Information Statement. Any acceptances and/or applications made directly through CDP, the Share Registrar, the Company or by way of Electronic Applications at any ATMs of the Participating Banks will be rejected. SRS Funds may not be used for the purchase of Rights Shares with Warrants directly from the market.
- Governing Law : Law of the Republic of Singapore

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Scaling Down Option : Depending on the level of subscription for the Rights Shares with Warrants, the Company will, if necessary, scale down the subscription for the Rights Shares with Warrants by any of the Shareholders 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 with Warrants entitlement fully.

PRINCIPAL TERMS OF THE WARRANTS

Number of Warrants : Up to 10,107,788,721 Warrants to be issued free together with the Rights Shares subscribed in Scenario 1 and up to 9,597,399,945 Warrants to be issued free together with the Rights Shares subscribed in Scenario 2.

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 upon issue, and will be issued in registered form. The Warrants will be listed and traded separately on Catalist under the book-entry (scripless) settlement system, upon the listing of and quotation for the Warrants on Catalist, subject to, amongst others, there being an adequate spread of holdings of the Warrants to provide for an orderly market in the Warrants. Each board lot of Warrants will consist of 100 Warrants or such other board lot size which the SGX-ST may require.

Listing of the Warrants : The Company has on 15 September 2017 obtained the LQN from the SGX-ST for the listing and quotation of the Rights Shares, the Warrants and the New Shares, subject to certain conditions. The LQN for the new Shares that may be issued pursuant to the exercise of any additional warrants or options to be issued in respect of the Warrants Adjustments and Options Adjustments on Catalist shall be obtained in due course.

The LQN granted by the SGX-ST is not an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the New Shares, the Company, its Subsidiaries and their securities.

The Rights Shares, the Warrants and the New Shares will be admitted to Catalist after all certificates relating thereto have been issued and the notification letters from CDP have been despatched.

In the event that permission is not granted by the SGX-ST for the listing and quotation of the Warrants due to an inadequate spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants, holders of Warrants will not be able to trade their Warrants on the SGX-ST.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

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, every one (1) Warrant shall entitle the Warrantheader, at any time during the Exercise Period, to subscribe for one (1) New Share at the Exercise Price in force on the relevant exercise date of the Warrant.

Exercise Price : S\$0.001 for each New Share, payable upon the exercise of a Warrant, which price will be subject to adjustments under certain circumstances as provided in the Deed Poll.

Exercise Period : The Warrants may be exercised 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 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 will expire on the date prior to the closure of the Register of Members or the immediately preceding Market Day, as the case may be (but excluding such period(s) during which the register of Warrantheaders may be close), subject to the terms and conditions of the Warrants to be set out in the Deed Poll. Warrants remaining unexercised at the expiry of the Exercise Period shall lapse and cease to be valid for any purpose. The right to exercise the Warrants will not be extended beyond the Exercise Period.

A notice of expiry of the Warrants shall be given to all Warrantheaders and an announcement will be made at least one (1) month before the end of the Exercise Period.

End of Exercise Period : The Warrants may be exercised at any time during the period commencing on and including on 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 will expire on the date prior to the closure of the Register of Members or the immediately preceding Market Day, as the case may be (but excluding such period(s) during which the Register of Warrantheaders may be close), subject to the terms and conditions of the Warrants to be set out in the Deed Poll. Warrants remaining unexercised at the expiry of the Exercise Period shall lapse and cease to be valid for any purpose. The right to exercise the Warrants will not be extended beyond the Exercise Period.

Not less than one (1) month before the expiry of the Exercise Period, the Company shall, *inter alia*,:

- (a) give notice to the Warrantheaders in accordance with the terms and conditions set out in the Deed Poll of the expiry of the Exercise Period and announce to the SGX-ST via an announcement on SGXNET; and

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (b) take all reasonable steps to despatch to the Warrantheolders notice in writing to their addresses recorded in the register of Warrantheolders or the Depository Register, as the case may be, of the expiry of the Exercise Period.

Without prejudice to the generality of the foregoing, Warrantheolders who acquire Warrants after the notice of the expiry of the Exercise Price has been given in accordance with the aforementioned shall be deemed to have notice of the expiry of the Exercise Period so long as such notice has been given in accordance with the terms and conditions to be set out in the Deed Poll.

Mode of payment for the exercise of Warrants : Warrantheolders 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; (b) subject to the Warrants being listed on Catalist, by debiting the relevant Warrantheolder's CPF Investment Account with the specified CPF Approved Bank for the credit of the Bank Account (each term as defined in the Deed Poll) for the full amount of the Exercise Price payable in respect of the Warrant(s) exercised; or (c) subject to the Warrants being listed on Catalist, partly in the form of remittance in Singapore currency by the banker's draft or cashier's order drawn on a bank in Singapore and/or partly by debiting such Warrantheolder's CPF Investment Account with the specified CPF Approved Bank for the credit of the Bank Account such that the aggregate amount of such remittance and/or the amount credited to the Bank Account by the CPF Approved Bank is equal to the full amount of the Exercise Price payable in respect of the Warrant(s) exercised.

Adjustment to Exercise Price and/or the number of Warrants : The Exercise Price and the number of Warrants to be held by each Warrantheolder will be subject to adjustments under certain circumstances provided for in the terms and conditions of the Warrants as set out in the Deed Poll and found in Appendix 1 of this Offer Information Statement.

Such circumstances include, without limitation, consolidation or subdivision or conversion of the Shares, capitalisation issues, rights issues and certain capital distributions.

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 under the rules of the SGX-ST from time to time) be announced by the Company on the SGXNET.

Status of the New Shares : The New Shares arising from the exercise of the Warrants, will upon allotment and issue, rank *pari passu* in all respects with the then existing Shares, save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the New Shares.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Modifications

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

- (a) not materially prejudicial to the interests of the Warrantheolders;
- (b) of a formal, technical or minor nature;
- (c) to correct a manifest error or to comply with mandatory provisions of Singapore law or the rules and regulations of the SGX-ST; or
- (d) to vary or replace provisions relating to the transfer or exercise of the Warrants, including the issue of New Shares arising from the exercise of the Warrants or meetings of the Warrantheolders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on Catalist.

Any such modification shall be binding on all Warrantheolders and all persons having an interest in the Warrants. Upon any modification of the terms and conditions of the Deed Poll and/or the terms and conditions of the Warrants, notice shall be given to the Warrantheolders in accordance with the terms and conditions of the Warrants as set out in the Deed Poll, as soon as practicable.

Without prejudice to any provision of the Deed Poll, no material alteration in the terms and conditions of the Warrants after the issue thereof to the advantage of the Warrantheolders shall be made unless first approved by the Shareholders in general meeting, and, if necessary, SGX-ST, except where the alterations are made pursuant to the terms and conditions of the Warrants.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- Transfer and transmission : The Warrants shall be transferrable in lots entitling Warrantheolders to subscribe for whole number of Shares. A Warrant may only be transferred in the manner prescribed in the terms and conditions of the Warrants set out in the Deed Poll including, *inter alia*, the following:
- (i) Lodgment of Certificates and Transfer Forms — a Warrantheolder whose Warrants are registered in the name of a person other than 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 as prescribed by the Company from time to time (the “**Transfer Form**”) duly completed and signed by, or on behalf of, the Transferor and the transferee and duly stamped in accordance with any applicable law for the time being in force relating to stamp duty and accompanied by the fees and expenses set out in the Deed Poll, provided that the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to it;
 - (ii) Deceased Warrantheolder — the executors or administrators (or trustees) of the estate of a deceased Warrantheolder whose Warrants are registered otherwise than in the name of CDP (not being one of several joint holders whose Warrants are registered otherwise than in the name of CDP) or if the registered holder of the Warrants is CDP, of a deceased Depositor, and, in the case of one or more of several such joint Warrantheolders, the survivor or survivors of such joint holders shall be the only persons recognised by the Company and the Warrant Agent as having title to the Warrants and shall be entitled to be registered as a holder of the Warrants upon the production by such persons to the Company and the Warrant Agent of such evidence as may be reasonably required by the Company and the Warrant Agent to prove their title, and on the completion of a Transfer Form and the payment of the fees and expenses set out in the Deed Poll, be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased holder could have made;
 - (iii) 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; and
 - (iv) Effective Date of Transfer — a Transferor or Depositor, as the case may be, shall be deemed to remain a holder of the Warrant until the name of the transferee is entered in the Warrant Register by the Warrant Agent or the Depository Register by CDP, as the case may be.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- Winding-up : In the event of 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 Warranholders 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 New Shares to which they would have become entitled pursuant to such exercise. The Company shall give notice to the Warranholders in accordance with the terms and conditions to be set out in the Deed Poll of the passing of any such resolution within seven (7) days after the passing thereof.
- In any other case, if notice is given by the Company to its members to convene a general meeting for the purposes of considering a members' voluntary winding-up of the Company, the Warranholders shall be entitled upon and subject to the conditions of the Deed Poll at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding-up of the Company, 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 Shares to which they would have been entitled pursuant to such exercise, and the liquidator of the Company shall, if permitted by law, give effect to such election accordingly. The Company shall give notice to the Warranholders in accordance with the conditions of the Deed Poll of the passing of any such resolution within seven (7) days after the passing thereof. Where a Warranholder has elected to be treated as if it had exercised its Warrants as aforesaid, it shall be liable to pay the Exercise Price in relation to such exercise.
- Subject to the foregoing, if the Company is wound up for any other reason, all the 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 as set out in the Deed Poll, the Company shall be at liberty to issue Shares to Shareholders either for cash or as a bonus distribution and to issue further subscription rights upon such terms and conditions as the Company sees fit. However, the Warranholders shall not have any participation rights in any such further issues of Shares by the Company unless otherwise resolved by the Company in general meeting.
- Use of CPF Funds : CPFIS Shareholders may use CPF Funds for the payment of the Exercise Price upon exercise of the Warrants (in which case the New Shares arising therefrom will be held through the CPF Investment Account). CPFIS Shareholders are NOT permitted to use the CPF Funds to purchase the Warrants traded on Catalist (the listing thereof subject to there being a sufficient spread of holdings).
- Warrant Agent : Boardroom Corporate & Advisory Services Pte Ltd.
- Governing law : Laws of the Republic of Singapore.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (b) the last day and time for splitting of the provisional allotment of the securities to be issued pursuant to the Rights cum Warrants Issue;**

The last date and time for the splitting of the provisional allotment of the Rights Shares with Warrants is on 16 October 2017 at 5.00 p.m.

- (c) The last day and time for acceptance of and payment for the securities to be issued pursuant to the Rights cum Warrants Issue;**

The last date and time for the acceptance of and payment for the Rights Shares with Warrants is on 23 October 2017 at 5.00 p.m. (and at 9.30 p.m. for Electronic Applications).

- (d) The last day and time for renunciation of and payment by the renounee for the securities to be issued pursuant to the Rights cum Warrants Issue;**

The last date and time for the renunciation of and payment for the Rights Shares with Warrants by the renounee is on 23 October 2017 at 5.00 p.m. (and at 9.30 p.m. for Electronic Applications).

- (e) the terms and conditions of the offer of securities to be issued pursuant to the Rights cum Warrants Issue;**

The terms and conditions of the Rights cum Warrants Issue are as set out in this Offer Information Statement, including, Appendices 2, 3 and 4 of this Offer Information Statement and in the PAL, the ARE and the ARS.

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

Not applicable as there is no undertaking shareholder.

- (g) if the Rights cum Warrants Issue is or will not be underwritten, the reason for not underwriting the issue.**

The Rights cum Warrants Issue is not underwritten. In view of the cost savings in respect of underwriting fees, the Rights cum Warrants Issue will not be underwritten by any financial institution.

**ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS CUM WARRANTS ISSUE
UNDER APPENDIX 8A OF THE SGX-ST LISTING MANUAL SECTION B: RULES OF CATALIST**

1. REVIEW OF WORKING CAPITAL

Provide a review of the working capital for the last three financial years and the latest half year, if applicable

The total current assets, total current liabilities and working capital of the Group for FY2014, FY2015, FY2016, and 1H2017 are as follows:

| | Audited | | Unaudited | |
|---------------------------|----------------|-----------|------------------|-----------|
| | FY2014 | FY2015 | FY2016 | 1H2017 |
| | (S\$'000) | (S\$'000) | (S\$'000) | (S\$'000) |
| Total Current Assets | 11,111 | 4,751 | 4,159 | 3,032 |
| Total Current Liabilities | (1,373) | (5,027) | (5,078) | (4,751) |
| Working Capital | 9,738 | (276) | (919) | (1,719) |

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

FY2015 versus FY2014

Working capital deteriorated in FY2015 compared to FY2014 mainly due to outstanding purchase consideration of S\$3.5 million owing to CIC vendor and depletion of cash due to part settlement of cash consideration for S\$8.5 million for acquisition of China iMyth Company Pte Ltd.

FY2016 versus FY2015

Working capital deteriorated in FY2016 compared to FY2015 due to a S\$3.73 million loan taken to finance business expansion, set-up expenses in China and general working capital purposes. Given the negative working capital position, a substantial shareholder had provided a letter of financial support expressing his willingness to provide continuing financial support upon terms and conditions agreeable to both parties to enable the Group to continue to operate and meet its financial obligations and commitments as and when they fall due for the period up till 7 April 2018.

1H2017 versus FY2016

Working capital deteriorated in 1H2017 compared to FY2016 due to depletion of cash and cash equivalents and lower trade and other receivables due to impairment of other receivables as the Board has assessed their recoverability and is of the opinion that the desired return on the investment would take much longer than envisaged.

Notwithstanding the Group's negative working capital position, the Group's Substantial Shareholder had provided a letter of financial support expressing his willingness to provide continuing financial support upon terms and conditions which are agreeable to both parties, to enable the Group to continue to operate and meet its financial obligations and commitments as and when they fall due for the period up till 7 April 2018.

On 22 August 2017, the Company has obtained approval from its shareholders to conduct a right cum warrant issue to improve the Group's financial position and working capital position.

**ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS CUM WARRANTS ISSUE
UNDER APPENDIX 8A OF THE SGX-ST LISTING MANUAL SECTION B: RULES OF CATALIST**

2. CONVERTIBLE SECURITIES

- (i) Where the right issue or bought deals involves an issue of convertible securities, such as company warrants or convertible debt, the information in Rule 832 of the Listing Manual; and**
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For information required under Rule 832(1) to Rule 832(8) of the Listing Manual, please refer to (i) paragraph 1 of “Part X – Additional Information required for Offer of Securities by way of Rights Issue” and (ii) Appendix 1 “Terms and Conditions of the Warrants” of this Offer Information Statement.

For information required under Rule 832(9) of the Listing Manual, please refer to paragraph 3 of “Part IV – Key Information” of this Offer Information Statement.

For information required under Rule 832(10) of the Listing Manual, please refer to paragraphs 2 and 5 of “Part V – Operating and Financial Review and Prospects” of this Offer Information Statement.

- (ii) Where the right issue or bought deal is underwritten and the exercise of conversion price is based on price-fixing formula, to state the exercise or conversion price must be fixed and announced before trading of nil-paid rights commence.**
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Not applicable.

- 3. A statement by the Sponsor, that to the best of its knowledge and belief, this Offer Information Statement constitutes full and true disclosure of all material facts about the Rights cum Warrants Issue, the Company and its Subsidiaries, and that the Sponsor is not aware of any facts the omission of which would make any statement in this Offer Information Statement misleading; and where documents contains a profit forecast, that is satisfied that the profit forecast has been stated by the directors after reasonable enquiry**
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As provided in Appendix 8A of the Listing Manual, this requirement is not applicable if an issuer has to comply with the offer information statement requirements in the SFA.

APPENDIX 1 – TERMS AND CONDITIONS OF THE WARRANTS

TERMS AND CONDITIONS OF THE WARRANTS

The warrants (the “**Warrants**”) to subscribe for new ordinary shares in the capital of China Medical (International) Limited (the “**Company**”) are issued in conjunction with the renounceable and non-underwritten rights cum warrants issue by the Company of up to 10,107,788,721 new ordinary shares in the capital of the Company (the “**Right Shares**”) at an issue price of S\$.0001 for each Rights Share, with up to 10,107,788,721 free detachable Warrants, each Warrant carrying the right to subscribe for one (1) new ordinary share in the capital of the Company (“**New Share**”) at the exercise price of S\$.001 for each New Share, on the basis of three (3) Rights Shares for every one (1) existing ordinary share in the capital of the Company held by entitled shareholders as at the books closure date of 3 October 2017 at 5.00 p.m., and one (1) Warrant given for every one (1) Rights Share subscribed, fractional entitlements to be disregarded (the “**Rights cum Warrants Issue**”).

The Rights cum Warrants Issue is undertaken pursuant to the specific approval from Shareholders at the extraordinary general meeting held on 22 August 2017. The issue of the Warrants has also been authorised by resolutions in writing of the board of Directors (the “**Board**”) on 7 June 2017.

The listing and quotation notice has been obtained from the SGX-ST (as defined below) for the listing of and quotation for the Warrants and the New Shares subject to, *inter alia*, a sufficient spread of holdings for the Warrants. Copies of the Deed Poll (as defined below) are available for inspection at the specified office of the warrant agent referred to in Condition 4.7. The holders of the Warrants are entitled to the benefit of, are bound by, and are deemed to have notice of, all provisions of the Deed Poll.

The statements in these Terms and Conditions of the Warrants (the “**Conditions**”) are an extract of the Deed Poll, and are subject to the provision of the Deed Poll:

1. DEFINITIONS

In the terms and conditions herein (except where such definition shall be inconsistent with the subject matter or context), the following words and expressions shall have the meanings set out against them:

- “**Act**” : the Companies Act, Chapter 50 of Singapore, as amended, modified or supplemented from time to time
- “**Additional Warrants**” : such further warrants as may be required or permitted to be issued by the Company in accordance with Condition 5 (such further warrants to rank *pari passu* with the Original Warrants and for all purposes to form part of the same series), each such Additional Warrant entitling the holder thereof to subscribe for one (1) New Share at such price as may be determined in accordance with Condition 5, upon and subject to the Conditions
- “**Approved Bank**” : any reputable bank, merchant bank, financial institution or holder of a capital market service licence in Singapore that is regulated, licensed or approved by the Monetary Authority of Singapore as may be selected by the Directors
- “**Auditors**” : the auditors for the time being of the Company, or it there shall be joint auditors, any one or more of such auditors, or in the event of their being unable or unwilling to carry out any action required of them pursuant to the Deed Poll or these Conditions, such other auditors as may be nominated by the Company

APPENDIX 1 – TERMS AND CONDITIONS OF THE WARRANTS

- “Bank Account”** : the account maintained by the Company with a bank in Singapore for which monies paid by exercising Warranholders in satisfaction of the Exercise Price in relation to the Warrants exercised by such exercising Warranholders will be credited
- “CDP” or “Depository”** : the Central Depository (Pte) Limited and any other corporation which agrees with the Company to act as Depository in respect of the Warrants (including its successors in title) and where the context requires, shall include any person specified by it, in a notice given to the Company, as its nominee
- “Conditions”** : the terms and conditions of the Warrants as the same may from time to time be modified in accordance with the provisions set out herein and therein and **“Condition”** refers to the relative numbered paragraph of the Conditions
- “CPF”** : Central Provident Fund
- “CPF Act”** : the Central Provident Fund Act, Chapter 36 of Singapore, as amended, modified or supplemented from time to time
- “CPF Approved Bank”** : any bank appointed by the CPF Board to be a bank for the purposes of the CPF Regulations
- “CPF Board”** : a board of the CPF established pursuant to the CPF Act
- “CPF Investment Account”** : an account opened by a member of CPF with a CPF Approved Bank from which money can be withdrawn for, *inter alia*, payment of the Exercise Price arising from the exercise of each Warrant
- “CPF Regulations”** : the Central Provident Fund (Investment Schemes) Regulations, as amended, modified or supplemented from time to time
- “Depositor”** : a person being a Depository Agent or a holder of a Securities Account maintained with CDP but does not include a holder of a sub-account maintained with a Depository Agent
- “Depository Agent”** : an entity registered with CDP for the purpose of maintaining securities sub-accounts for its own account for the account of others
- “Depository Register”** : the register maintained by CDP in respect of the Warrants registered in the name of CDP and held by CDP for the Depositors
- “Directors”** : the board of directors including alternate directors (if any) for the time being of the Company
- “Exercise Date”** : in relation to the exercise of any Warrant, the Market Day (falling within the Exercise Period) on which the applicable conditions described in Condition 4 are fulfilled, or, if fulfilled on different days, on which the last of such conditions is fulfilled, provided always that if any such Market Day falls during a period when the Register of Members and/or the Warrant Register is closed, the Exercise Date will be the following Market Day on which such registers are open
- “Exercise Notice”** : the relevant form (for the time being current) for exercising the Warrant, copies of which may be obtained from the Warrant Agent

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- “Exercise Period”** : the period during which the Warrants may be exercised commencing on the date of the issue of the Warrants and expiring at 5.00 p.m. on the day 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 of the Company and/or the Register of Warrantholders are closed or is not a Market Day, in which event the Warrants shall expire on the date prior to closure of the Register of Members of the Company and/or the Warrant Register or on the immediately preceding Market Day, as the case may be, but excluding such period(s) during which the Register of Members and/or the Warrant Register may be closed
- “Exercise Price”** : means S\$0.001, being the sum payable in respect of each New Share for which a Warrantholder will be entitled to subscribe upon exercise of a Warrant, subject to adjustments under certain circumstances as may be applicable in accordance with Condition 5
- “Expiration Date”** : the last day of the relevant Exercise Period, provided that if such last day falls on a day other than a Market Day, then the Market Day immediately preceding the last day shall be the **“Expiration Date”**
- “Last Dealt Price”** : in relation to a Share on a relevant Market Day, the weighted average price for trades done on the SGX-ST per Share for one (1) or more board lots of Shares on that full Market Day on which there is trading of the Shares on Catalist however if trading in relation to a Share is not available for that full Market Day, the weighted average price shall be based on the trades done on the preceding Market Day up to the time the relevant event referred to in Condition 5 occurs
- “Market Day”** : a day on which the SGX-ST is open for trading of securities in Singapore
- “New Shares”** : new ordinary shares in the capital of the Company to be issued upon exercise of the Warrants, credited as fully paid, including, where the context admits, such new Shares arising from the exercise of any further Warrants as may be required or permitted to be issued in accordance with the terms and conditions of the Warrants set out in this Deed Poll. Such New Shares shall, upon allotment and issue, rank *pari passu* in all respects with the then existing Shares, save for any dividends, rights, allotments, or other distributions, the record date for which falls before the date of issue of the New Shares. For the purposes of this definition, **“record date”** means, in relation to any dividends, rights, allotments or other distributions, the date as at the close of business on which the Shareholders must be registered with the Company or CDP, as the case may be, in order to participate in such dividends, rights, allotments or other distributions
- “Notice”** : a notice given or to be given in accordance with Condition 11

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- “Original Warrants”** : The Warrants in registered form to be issued pursuant to the Deed Poll by the Company, each Warrant entitling the holder thereof to subscribe for one (1) New Shares at the Exercise Price upon and subject to the Conditions
- “Register of Members”** : register of members containing the names and addresses of the members of the Company kept at the registered office of the Company
- “Registrar”** : Boardroom Corporate & Advisory Services Pte. Ltd. or such other person, firm or company as may be appointed from time to time by the Company, which for the time being maintains in Singapore the Register of Members
- “Securities Account”** : the securities accounts maintained by a Depositor with CDP, but not including the securities accounts maintained with a Depository Agent
- “SGX-ST”** : Singapore Exchange Securities Trading Limited
- “Shareholders”** : persons (other than CDP) who are for the time being registered as holders of the Shares in the Register of Shareholders of the Company and Depositors who have Shares entered against their names in the Depository Register
- “Share(s)”** : ordinary share(s) in the capital of the Company
- “Singapore”** : The Republic of Singapore
- “Special Resolution”** : means a resolution passed at a meeting of the Warrantholders duly convened and held and carried by a majority consisting of not less than three-fourths of the votes cast thereon
- “unexercised”** : in relation to the Warrants, all the Warrants which have been issued pursuant to the resolutions referred to in the Recitals hereto and also the Additional Warrants (if any) for so long as the Warrants shall not have lapsed in accordance with Conditions 3 or 6 and other than (a) those which have been exercised in accordance with their terms; (b) those mutilated or defaced Warrants in respect of which replacement Warrants have been duly issued pursuant to Condition 9; and (c) for the purpose of ascertaining the number of Warrants unexercised at any time (but not for the purpose of ascertaining whether any Warrants are unexercised) those Warrants alleged to have been lost, stolen or destroyed and in respect of which replacement Warrants have been issued pursuant to Condition 9, PROVIDED ALWAYS that for the purposes of (i) the right to attend and vote at any meeting of Warrantholders and (H) the determination of how many and which Warrants for the time being remain unexercised for the purposes of Condition 8 and paragraphs 1, 3, 4 and 8 of Schedule 2 of the Deed Poll, those Warrants which have not been exercised but have been lodged for exercise (whether or not the conditions precedent to such exercise have been or will be fulfilled) shall, unless and until withdrawn from lodgement, be deemed not to remain unexercised
- “Warrants”** : Original Warrants, the Additional Warrants (if any), and for the time being remaining unexercised or, as the context may require, a specific number thereof and includes any replacement Warrant issued pursuant to Condition 9

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- “Warrant Agency Agreement”** : the warrant agency agreement executed by the Company and the Warrant Agent pursuant to which the Warrant Agent is appointed by the Company to act in connection with the Warrants upon the terms and conditions set out therein, as the same may be modified from time to time by the parties thereto, and includes any other agreement (whether made pursuant to the terms of the Warrant Agency Agreement or otherwise) appointing any replacement or additional Warrant Agent or amending or modifying the terms of such appointment
- “Warrant Agent”** : Boardroom Corporate & Advisory Services Pte. Ltd or such other person, firm or company as for the time being appointed by the Company, which for the time being maintains in Singapore the Warrant Register
- “Warrant Certificate(s)”** : the certificate(s) (in registered form) to be issued in respect of the Warrants in or substantially in the form set out in Schedule 1 of the Deed Poll as may from time to time be modified in accordance with the Conditions
- “Warrant Register”** : the register of Warrantholders required to be maintained pursuant to Condition 4.7
- “Warrantholder”** : in relation to a Warrant, the person or persons for the time being registered in the Warrant Register as the holder or joint holders of that Warrant, except that where the registered holder is CDP, it shall mean the persons named in the Depository Register against which such Warrants are credited
- “S\$” or “\$”** : the lawful currency of Singapore.

2. FORM, TITLE AND REGISTER

2.1 The Warrants are issued in registered form. Title to the Warrants will be transferable only in accordance with Condition 10. The Warrant Agent will maintain the Warrant Register on behalf of the Company and except as required by law:

- (a) the person in whose name a Warrant is registered (other than CDP); and
- (b) (where a Warrant is registered in the name of CDP) each Depositor for the time being appearing in the Depository Register maintained by CDP as having such Warrants credited to his Securities Account(s);

will be deemed to be and be treated as the absolute owner thereof and as the holder of all the rights and interests in the number of Warrants so entered (whether or not the Company shall be in default in respect of the Warrants, or any of the covenants contained in the Deed Poll and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft or forgery of the relevant Warrant Certificate or any irregularity or error in the records of CDP or any express notice to the Company or Warrant Agent or any other related matters) for the purpose of giving effect to the exercise of the rights constituted by the Warrants and for all other purposes in connection with the Warrants.

2.2 If two (2) or more persons are entered in the Warrant Register or (as the case may be) the Depository Register, as joint holders of any Warrant, they shall be deemed to hold the same as joint tenants with benefit of survivorship subject to the following provisions:

- (a) the Company shall not be bound to register more than two (2) persons as the registered joint holders of any Warrant but this provision shall not apply in the case of executors or administrators (or trustees) of the estate of a deceased Warrantholder;

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- (b) joint holders of any Warrant whose names are entered in the Warrant Register or (as the case may be) the Depository Register shall be treated as one (1) Warrantholder;
- (c) the Company shall not be bound to issue more than one (1) Warrant Certificate for a Warrant registered jointly in the names of several persons and delivery of a Warrant Certificate to the joint holder whose name stands first in the Warrant Register or (as the case may be) CDP shall be sufficient delivery to all; and
- (d) the joint holders of any Warrant whose names are entered in the Warrant Register or (as the case may be) the Depository Register shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such Warrant as well as in connection with the exercise of any such Warrant.

3. EXERCISE RIGHTS

- 3.1 Upon and subject to these Conditions, each Warrantholder shall have the right, by way of exercise of each Warrant held by the Warrantholder, at any time during normal business hours on any Market Day during the Exercise Period, in the manner set out in Condition 4 and otherwise on the terms of and subject to these Conditions, to subscribe for one (1) New Share at the Exercise Price (subject to adjustments in accordance with Condition 5) on the Exercise Date applicable to such Warrant. The Exercise Price shall be applied towards payment for the New Share to be issued on the exercise of the relevant Warrant. Each Warrant shall, following its exercise in accordance with these Conditions, be cancelled by the Company. No payments shall be refunded and no fraction of a Share shall be allotted.
- 3.2 At the expiry of the Exercise Period, any Warrants which have not been exercised in accordance with Condition 4 shall lapse and cease to be valid for any purpose.
- 3.3 Any Warrant in respect of which the Exercise Notice shall not have been duly completed and delivered in the manner set out below under Condition 4 to the Warrant Agent on or before 5.00 p.m. on the Expiration Date shall become void.
- 3.4 New Shares allotted and issued upon exercise of the Warrants shall be fully paid and shall rank *pari passu* in all respects with the then existing Shares of the Company, save for any dividends, rights, allotments or other distributions, the record date for which falls before the date of issue of the New Shares. For the purpose of this Condition 3.4, “record date” means, in relation to any dividends, rights, allotments or other distributions, the date as at the close of business on which the Shareholders must be registered with the Company or CDP, as the case may be, in order to participate in such dividends, rights, allotments or other distributions.
- 3.5 The Company shall, not later than one (1) month before the expiry of the Exercise Period:
 - (a) give notice to the Warrantholders in accordance with Condition 12 of the expiry of the Exercise Period and notify the same to SGX-ST; and
 - (b) take reasonable steps to despatch to the Warrantholders notices in writing to their addresses recorded in the Warrant Register or the Depository Register, as the case may be, of the expiry of the Exercise Period.

Without prejudice to the generality of the foregoing, Warrantholders who acquire Warrants after notice of the expiry of the Exercise Period has been given in accordance with the aforementioned shall be deemed to have notice of the expiry of the Exercise Period so long as such notice has been given in accordance with Condition 11. For the avoidance of doubt, neither the Company nor the Warrant Agent shall in any way be responsible or liable for any claims, proceedings, costs or expenses arising from the failure by the purchaser of the Warrants to be aware of or to receive such notification.

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4. PROCEDURE FOR EXERCISE OF WARRANTS

4.1 Lodgement Conditions

4.1.1 In order to exercise the Warrant(s), a Warrantholder must before 3.00 p.m. on any Market Day during the Exercise Period and before 5.00 p.m. on the Expiration Date:

- (a) lodge, so as to be received at the specified office of the Warrant Agent, the relevant Warrant Certificate(s) registered in the name of the exercising Warrantholder or CDP (as the case may be) for exercise at the specified office for the time being of the Warrant Agent together with the Exercise Notice (copies of which may be obtained from the Warrant Agent) in respect of the Warrants represented thereby, duly completed and signed by or on behalf of the exercising Warrantholder and duly stamped in accordance with any law for the time being in force relating to stamp duty, provided always that the Warrant Agent may dispense with or defer the production of the relevant Warrant Certificate where such Warrant Certificate is registered in the name of CDP;
- (b) furnish such evidence (if any) as the Warrant Agent may require to determine or verify the due execution of the Exercise Notice by or on behalf of the exercising Warrantholder (including every joint Warrantholder, if any) or otherwise to ensure the due exercise of the Warrants and such other evidence as the Company may require to verify due compliance for the purposes of administering and implementing the provisions set out in these Conditions;
- (c) pay the Exercise Price in accordance with the provisions of Condition 4.2;
- (d) pay any deposit or other fees or expenses for the time being chargeable by and payable to CDP (if any) and any stamp, issue, registration or other similar taxes or duties arising on the exercise of the relevant Warrant(s) as the Warrant Agent may require; and
- (e) if applicable, pay any fees for certificates for the New Shares to be issued, submit any necessary documents required in order to effect, and pay the expenses of the registration of the New Shares in the name of the exercising Warrantholder or CDP (as the case may be) and the delivery of certificates for the New Shares and any property or other securities to be delivered upon the exercise of the relevant Warrants to the place specified by the exercising Warrantholder in the Exercise Notice or to CDP (as the case may be).

4.1.2 Any exercise by a Warrantholder in respect of Warrants registered in the name of CDP shall be further conditional upon:

- (a) that number of Warrants so exercised being credited to the “Free Balance” of the Securities Account of the Warrantholder and remaining so credited until the relevant Exercise Date; and
- (b) the relevant Exercise Notice specifying that the New Shares to be issued on exercise of the Warrants are to be credited to the Securities Account of the exercising Warrantholder; or
- (c) in the case where funds standing to the credit of a CPF Investment Account are to be used for the payment of the Exercise Price arising from the exercise of each Warrant, by crediting such Shares to the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice, failing which the Exercise Notice shall be void and all rights of the exercising Warrantholder and of any other person thereunder shall cease.

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An Exercise Notice which does not comply with the conditions above shall be void for all purposes. Warranholders whose Warrants are registered in the name of CDP irrevocably authorise the Company and the Warrant Agent to obtain from CDP and to rely upon such information and documents as the Company or the Warrant Agent deems necessary to satisfy itself that all the abovementioned conditions have been fulfilled and such other information as the Company or the Warrant Agent may require in accordance with these Conditions and the Deed Poll and to take such steps as may be required by CDP (including the steps set out in CDP's "Guidelines to the Procedures for Exercise of Warrants/TSRs (Warrants)", as amended from time to time) in connection with the operation of the Securities Account of any Warranholder provided always that the Company and the Warrant Agent shall not be liable in any way whatsoever for any loss or damage incurred or suffered by any Warranholder as a result of or in connection with reliance by the Company, the Warrant Agent or any other persons upon the records of and information supplied by CDP.

- 4.1.3 Once all the abovementioned conditions (where applicable) have been fulfilled, the relevant Warrant Certificate(s) (if any), the Exercise Notice and any monies tendered in connection with the exercise of the Warrant(s) in accordance with Condition 4.2 may not be withdrawn without the prior written consent of the Company.

4.2 Payment of Exercise Price

- 4.2.1 Payment of the Exercise Price shall be made at the specified office for the time being of the Warrant Agent by way of remittance in Singapore currency by banker's draft or cashier's order drawn on a bank in Singapore and/or (if applicable, where the use of CPF funds for payment of the Exercise Price is allowed by the CPF Board) debiting the CPF Investment Account with the CPF Approved Bank, for the credit of the Bank Account for the full amount of the monies payable in respect of the Warrant(s) exercised under Condition 4.1,

provided always that any such remittance shall be accompanied by the delivery to the Warrant Agent of the payment advice referred to below and shall comply with any exchange control or other statutory requirements for the time being applicable.

- 4.2.2 Any payment under this Condition 4.2 shall be made free of any foreign exchange commissions, remittance charges or other deductions and shall be accompanied by a payment advice containing (i) the name of the exercising Warranholder; (ii) the number of Warrants exercised; and (iii) if the relevant Warrant Certificate is registered in the name of a person other than CDP, the certificate number(s) of the Warrant Certificate(s) in respect of the Warrant(s) being exercised or, where the Warrant Certificate(s) are registered in the name of CDP, the Securities Account number(s) of the exercising Warranholder which is to be debited with the Warrants being exercised.

- 4.2.3 If the payment of the Exercise Price fails to comply with the foregoing provisions, the Warrant Agent may, at its absolute discretion and without liability on behalf of itself or the Company, refuse to recognise the relevant payment as relating to the exercise of any particular Warrant, and the exercise of the relevant Warrants may accordingly be delayed or be treated as invalid and neither the Warrant Agent nor the Company shall be liable to the Warranholder in any manner whatsoever. If the relevant payment received by the Warrant Agent in respect of an exercising Warranholder's purported exercise of all the relevant Warrants lodged with the Warrant Agent is less than the full amount of all the monies payable under Condition 4.1, the Warrant Agent shall not treat the relevant amount so received or any part thereof as payment of such monies or any part thereof or forward the same to the Company, and the whole of such relevant payment shall remain in the Bank Account unless and until a further payment is made in accordance with the requirements set out above in this Condition 4.2 and Condition 4.4 below in an amount sufficient to cover the deficiency. The Company shall not be held responsible for any loss arising from the retention of any such payment by the Warrant Agent.

- 4.2.4 Payment of the Exercise Price received by the Warrant Agent will be delivered to the Company in accordance with the Warrant Agency Agreement in payment for the New Shares to be delivered in consequence of the exercise of such Warrants.

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4.3 Exercise Date

- 4.3.1 The relevant Warrant shall (provided that the provisions of this Condition 4 have been satisfied) be treated as exercised on the Exercise Date relating to that Warrant.
- 4.3.2 The relevant Warrants and Warrant Certificate(s) shall be cancelled on the Exercise Date except that, in relation to Warrant Certificates registered in the name of CDP, such Warrant Certificates shall be cancelled as soon as possible after receipt by the Warrant Agent from CDP of instructions as to the cancellation of the Warrant Certificates.

4.4 Non-fulfilment of Lodgement Conditions

- 4.4.1 If payment of the Exercise Price is made to the Warrant Agent and such payment is not recognised by the Warrant Agent as relating to the exercise of the relevant Warrants or the relevant payment is less than the full amount payable under Condition 4.1 or the conditions set out in Conditions 4.1 or 4.2 have not then all been fulfilled in relation to the exercise of such Warrants, pending recognition of such payment or full payment or, as the case may be, fulfilment of the conditions set out in Conditions 4.1 and 4.2, such payment will (if the Exercise Date in respect of such Warrants had not by then occurred) be returned, without interest, to the Warranholder on (i) the fourteenth day after receipt of such Exercise Notice by the Warrant Agent; or (ii) the expiry of the Exercise Period, whichever is the earlier. So long as the relevant Exercise Date has not occurred, any such payment (excluding any interest, if any, accrued thereon) will continue to belong to the Warranholder but may only be withdrawn within the abovementioned fourteen day period with the prior consent in writing of the Company.
- 4.4.2 The Warrant Agent will, if it is possible to relate the payment so returned to any Warrant Certificates (if applicable) and the Exercise Notice previously lodged with the Warrant Agent, return such Warrant Certificates (if applicable) and the relevant Exercise Notice together with such payment to the exercising Warranholder by ordinary post at the risk and expense of such Warranholder. The Company and/or the Warrant Agent will be entitled to deduct or otherwise recover any applicable handling charges and out-of-pocket expenses from the exercising Warranholder.

4.5 Allotment of New Shares, Issue of Warrant Certificates and Status of New Shares

- 4.5.1 A Warranholder exercising Warrants which are registered in the name of CDP must have the delivery of the New Shares arising from the exercise of such Warrants effected by crediting such New Shares to the Securities Account(s) of such Warranholder or, as the case may be, of the nominee company of the CPF Approved Bank as specified in the Exercise Notice.

A Warranholder exercising Warrants registered in his own name may elect in the Exercise Notice to either receive physical share certificates in respect of the New Shares arising from the exercise of such Warrants or to have the delivery of such New Shares effected by crediting such New Shares to his Securities Account(s) with CDP (in which case such Warranholder shall also duly complete and deliver to the Warrant Agent such forms as may be required by CDP) or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice, failing which such exercising Warranholder shall be deemed to have elected to receive physical share certificates in respect of such New Shares at his address specified in the Warrant Register.

- 4.5.2 The Company shall allot and issue the New Shares arising from the exercise of the relevant Warrants by a Warranholder in accordance with the instructions of such Warranholder as set out in the Exercise Notice and:

4.5.2.1 where such Warranholder has (or is deemed to have) elected in the Exercise Notice to receive physical certificates in respect of the New Shares arising from the exercise of the relevant Warrants, the Company shall despatch the physical certificates, as soon as practicable but in any event not later than seven (7) Market Days after the relevant Exercise Date, by ordinary post to the address specified in

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the Exercise Notice (or the Warrant Register, as the case may be) and at the risk of such Warrantheader; and

- 4.5.2.2 where the delivery of New Shares arising from the exercise of the relevant Warrants is to be effected by the crediting of the Securities Account(s) of such Warrantheader as specified in the Exercise Notice or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice, the Company shall as soon as practicable but not later than five (5) Market Days after the relevant Exercise Date despatch the certificates relating to such New Shares in the name of, and to, CDP for the credit of the Securities Account(s) of such Warrantheader as specified in the Exercise Notice.
- 4.5.3 Where a Warrantheader exercises part only (but not all) of the subscription rights represented by Warrants registered in his name, the Company shall despatch a balancing Warrant Certificate in the name of the exercising Warrantheader in respect of any Warrants remaining unexercised by ordinary post to the address specified in the relevant Exercise Notice (or, failing which, to his address specified in the Warrant Register) and at the risk of that Warrantheader and where such Warrantheader exercises part only (and not all) of his Warrants registered in the name of CDP, the number of Warrants represented by the Warrant Certificate registered in the name of CDP shall be deemed to have been reduced for all purposes by the number of Warrants so exercised.
- 4.5.4 The New Shares will rank for any dividends, rights, allotments or other distributions, the Record Date for which shall fall on or after the relevant Exercise Date. Subject as aforesaid, the New Shares shall rank *pari passu* in all other respects with the then existing Shares. For the purpose of this Condition 4.5, “**Record Date**” means, in relation to any dividends, rights, allotments or other distributions, the date on which as at the close of business, Shareholders must be registered with the Company, in order to participate in such dividends, rights, allotments or other distributions.
- 4.6 Register of Warrantheaders
- 4.6.1 The Warrant Agent will maintain a register containing particulars of the Warrantheaders (other than Warrantheaders who are Depositors) and if CDP holds any Warrants, CDP and such other information relating to the Warrants as the Company may require (the “**Warrant Register**”). The Warrant Register may be closed during such periods as the Register of Members of the Company and/or Register of Transfers of the Company are closed or deemed to be closed and during such periods as may be required to determine the adjustments to the Exercise Price and/or the number of Warrants held by any Warrantheader in accordance with Condition 5 or during such other periods as the Company may determine. Notice of the closure of the Warrant Register will be given to the Warrantheaders in accordance with Condition 11.
- 4.6.2 Except as required by law or as ordered by a court of competent jurisdiction, the Company and the Warrant Agent shall be entitled to rely on the Warrant Register (where the registered holder of a Warrant is a person other than CDP) or the Depository Register (where CDP is the registered holder of a Warrant) or any statement or certificate issued by CDP to the Company or any Warrantheader (as made available to the Company and/or the Warrant Agent) to ascertain the identity of the Warrantheaders, the number of Warrants to which any such Warrantheaders are entitled, to give effect to the exercise of the subscription rights constituted by the Warrants and for all other purposes in connection with the Warrants (whether or not the Company shall be in default in respect of the Warrants or any of the terms and conditions contained herein or in the Deed Poll and notwithstanding any notice of ownership or writing thereon or notice of any claim on or loss or theft or forgery of any Warrant or Warrant Certificate.
- 4.6.3 Except as required by law:
- (a) the person in whose name a Warrant is registered (other than CDP); and

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- (b) (where a Warrant is registered in the name of CDP) the Depositor for the time being appearing in the Depository Register maintained by CDP as having such Warrant credited to his Securities Account;

will be deemed and treated as the absolute owner of that Warrant (whether or not the Company shall be in default in respect of the Warrants or any of the covenants contained in the Deed Poll and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft of the relevant Warrant Certificate or any express notice to the Company or Warrant Agent or any other related matter) for the purpose of giving effect to the exercise of the rights constituted by the Warrants and for all other purposes in connection with the Warrants.

4.7 Warrant Agent

The name of the initial Warrant Agent and its specified offices is set out below. The Company reserves the right at any time to vary or terminate the appointment of the Warrant Agent and to appoint an additional or another Warrant Agent, provided always that it will at all times maintain a Warrant Agent having a specified office in Singapore, so long as the Warrants are outstanding. Notice of any such termination or appointment and of any changes in the specified offices of the Warrant Agent will be given to the Warrantholders in accordance with Condition 11.

Warrant Agent: Boardroom Corporate & Advisory Services Pte. Ltd

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

5. **ADJUSTMENTS TO EXERCISE PRICE AND NUMBER OF WARRANTS**

- 5.1 The Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted by the Directors in consultation with an Approved Bank in accordance with Condition 5.2, which adjustment shall be certified by the Auditors. The Exercise Price and the number of Warrants held by each Warrantholder shall subject to Conditions 5.3 and 5.4, from time to time be adjusted as provided in these Conditions and the Deed Poll in all or any of the following cases:

- 5.1.1 an issue by the Company of Shares to Shareholders credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature or not and including any capital redemption reserve fund to its Shareholders (other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend);
- 5.1.2 a Capital Distribution (as defined below) made by the Company to its Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets);
- 5.1.3 an offer or invitation made by the Company to its Shareholders under which they may acquire or subscribe for Shares by way of rights;
- 5.1.4 an issue (otherwise than pursuant to a rights issue available to all the Shareholders, requiring an adjustment under Condition 5.1.3 above, and other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) by the Company of Shares, if the Total Effective Consideration (as defined below) for each Share is less than 90 per cent. of the Last Dealt Price for each Share (calculated as provided below); or
- 5.1.5 any consolidation, subdivision or conversion of Shares (including a subdivision by way of a bonus issue by the Company of Shares without capitalisation of profits or reserves).

For the purposes of these Conditions, the “**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 their being unable or unwilling to carry out any action required of them pursuant to the Deed Poll or these Conditions, such other auditors as may be nominated by the Company.

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5.2 Subject to these Conditions (and in particular Condition 5.3) 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 (2) or more of Conditions 5.1.1 to 5.1.5 above or if such event is capable of giving rise to more than one (1) adjustment, the adjustment shall be made in such manner as the Approved Bank and/or Auditors shall determine):

5.2.1 If and whenever the Company shall make any issue of Shares to its Shareholders credited as fully paid, by way of capitalisation of profits or reserves (whether of a capital or income nature and including any capital redemption reserve fund, other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend), the Exercise Price and the number of Warrants held by each Warrantholder shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{A}{(A + B)} \times P$$

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

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 the Shareholders credited as fully paid by way of capitalisation of profits or reserves (including any capital redemption reserve fund other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend);

P = existing Exercise Price; and

W = existing number of Warrants held.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue.

For the purposes of this Condition 5, “**record date**” in relation to the relevant transaction means the date as at the close of business on which the Shareholders must be registered as such to participate therein.

5.2.2 If and whenever:

5.2.2.1 the Company shall make a Capital Distribution (as defined below) to Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or

5.2.2.2 the Company shall make any offer or invitation to its Shareholders under which they may acquire or subscribe for Shares by way of rights,

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

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

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and in respect of each case referred to in Condition 5.2.2.2, the number of Warrants held by each Warrantholder shall be adjusted as follows:

$$\text{Adjusted number of Warrants} = \frac{C}{(C - D)} \times W$$

where:

C = the Last Dealt Price on the Market Day on which the Capital Distribution (as defined below), or any offer or invitation referred to in Condition 5.2.2.2 above, as the case may be, is publicly announced or (failing any such announcement), immediately preceding the date of the Capital Distribution, as the case may be, of the offer or invitation;

D = (i) in the case of an offer or invitation to acquire or subscribe for Shares by way of rights under Condition 5.2.2.2, the value of the rights attributable to one (1) Share (as defined below); or (ii) in the case of any other transaction falling within Condition 5.2.2, the fair market value, as determined by an Approved Bank (with the concurrence of the Auditors), of that portion of the Capital Distribution or of the “nil-paid” rights attributable to one (1) Share;

P = as in P above; and

W = as in W above.

For the purpose of definition (i) 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 for one (1) additional Share under the offer or invitation to acquire or subscribe for Shares by way of rights;

F = the number of Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share by way of rights; and

1 = one.

For the purposes of Conditions 5.1.2 and 5.2.2.1 above, “**Capital Distribution**” shall (without prejudice to the generality of that expression) include distributions in cash or in specie (other than dividends) or by way of issue of Shares (not falling under Condition 5.2.1 above) of Shares or other securities credited as fully or partly paid up by way of capitalisation of profits or reserves (including any capital redemption reserve fund other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend). Any distribution out of profits or reserves shall not be deemed to be a Capital Distribution unless the profits or reserves are attributable to profits or gains arising from the sale of assets owned by the Company or any of its subsidiaries on or before the date of such distribution and any cancellation of capital which is lost or unrepresented by available assets shall not be deemed to be a Capital Distribution.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue pursuant to Condition 5.2.2.

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- 5.2.3 If and whenever the Company makes any allotment to its Shareholders as provided in Condition 5.2.1 above and also makes any offer or invitation to the Shareholders as provided in Condition 5.2.2.2 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 the number of Warrants held by each Warrantholder shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{(G \times C) + (H \times E)}{(G + H + B) \times C} \times P$$

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

where:

B = as in B above;

C = as in C above;

E = as in E above;

G = the aggregate number of issued and fully paid-up Shares on the record date;

H = the aggregate number of new Shares to be issued under an offer or invitation to acquire or subscribe for Shares by way of rights;

P = as in P above; and

W = as in W above.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the closing date for the above transactions.

For the purposes of this Condition 5, “**closing date**” shall mean the date by which acceptance and payment for the Shares is to be made under the terms of such offer or invitation.

- 5.2.4 If and whenever (otherwise than pursuant to a rights issue available to all Shareholders alike and requiring an adjustment under Conditions 5.2.2.2 or 5.2.3 above and other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) the Company shall issue any Shares and the Total Effective Consideration for each Share (as defined below) is less than 90 per cent. of the Last Dealt Price on SGX-ST on the Market Day on which the issue price of such Shares is determined, the Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{M + N}{M + O} \times P$$

where:

M = the number of Shares in issue at the close of business on SGX-ST on the Market Day immediately preceding the date on which the relevant adjustment becomes effective;

N = the number of Shares which the Total Effective Consideration would have purchased at such Last Dealt Price for the Market Day on which the issue price of such Shares is determined (exclusive of expenses);

O = the aggregate number of Shares so issued; and

P = as in P above.

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

For the purpose of Conditions 5.1.4 and 5.2.4, the “**Total Effective Consideration**” shall be determined by the Directors with the concurrence of an Approved Bank and/or Auditors and shall be the aggregate consideration receivable by the Company on payment in full for such Shares, without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the “Total Effective Consideration for each Share” shall be the Total Effective Consideration divided by the number of Shares issued as aforesaid.

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

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

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 capitalisation issue;

B = the aggregate number of Shares to be issued pursuant to any allotment to Shareholders credited as fully paid by way of capitalisation of profits or reserves (including any capital redemption reserve fund other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend);

P = as in P above; and

W = as in W above.

Such adjustments will be effective from the close of the Market Day immediately preceding the date on which the consolidation, subdivision or conversion becomes effective.

- 5.3 Notwithstanding any of the provisions hereinbefore contained, no adjustment to the Exercise Price and the number of Warrants held by each Warrantholder will be required in respect of:

5.3.1 an issue by the Company of Shares or other securities convertible into rights to acquire or subscribe for Shares to officers, including directors, or employees of the Company or any of its subsidiaries pursuant to any purchase or option scheme approved by the Shareholders in general meeting;

5.3.2 an issue by the Company of Shares or other securities convertible into rights to acquire or subscribe for Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business;

5.3.3 any issue by the Company of Shares pursuant to the exercise of any of the Warrants and any other warrants or the conversion of any convertible securities previously issued by the Company;

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- 5.3.4 any issue by the Company of securities convertible into Shares or of rights to acquire or subscribe for Shares and the issue of Shares arising from the conversion or exercise of such securities or rights, issued subsequent to the issue of Warrants, whether by itself or together with any other issues; or
- 5.3.5 any purchase by the Company of Shares pursuant to any share purchase scheme approved by Shareholders in general meeting subsequent to the issue of Warrants, whether such Shares purchased pursuant to any such share purchase scheme are deemed cancelled or held in treasury.
- 5.4 If any offer or invitation for Shares is made otherwise than by the Company to the Shareholders, then the Company shall so far as it is able to, procure that at the same time an offer or invitation is made to the then Warrantheolders as if their rights to subscribe for New Shares had been exercised the day immediately preceding the date on which as at the close of business the Shareholders must be registered in order to participate in such offer or invitation on the basis then applicable, 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 Conditions or the Deed Poll.
- 5.5 Any adjustment to the Exercise Price will be rounded upwards to the nearest 0.1 cent. No adjustments to the Exercise Price shall be made unless it has been certified to be in accordance with Condition 5.2 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 0.1 cent but any adjustment which would otherwise then be required will be carried forward and taken into account appropriately in any subsequent adjustment.
- 5.6 Any adjustment to the number of Warrants held by each Warrantheholder will be rounded downwards to the nearest whole Warrant. No adjustment to the number of Warrants held by each Warrantheholder shall be made unless (a) it has been certified to be in accordance with Condition 5.2 above by the Auditors and (b) approval has been granted by 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. If for any reason an event giving rise to an adjustment (the “**First Adjustment**”) made to the Exercise Price or the number of Warrants held by each Warrantheholder pursuant to these Conditions is cancelled, revoked or not completed, the Exercise Price or the number of Warrants held by each Warrantheholder shall at the discretion of the Company, be readjusted to the amount and number prevailing immediately prior to the First Adjustment with effect from such date and in such manner as an Approved Bank and/or Auditors may consider appropriate.
- 5.7 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 held by each Warrantheholder provided under the said provisions should not be made or should be calculated on a different basis or date or should take effect on a different date or that an adjustment to the Exercise Price and/or the number of Warrants held by each Warrantheholder should be made notwithstanding that no such adjustment is required or contemplated under the said provisions, the Company may at its discretion appoint an Approved Bank and/or the Auditors to consider whether for any reason whatsoever the adjustment to be made (or the absence of an adjustment) or the adjustment to be made in accordance with the provisions of this Condition 5 is appropriate or inappropriate, as the case may be, and, if such Approved Bank and/or the Auditors shall consider the adjustment to be inappropriate, the adjustment shall be modified or nullified or an adjustment made instead of no adjustment in such manner as shall be considered by such Approved Bank and/or Auditors to be in its opinion appropriate.

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- 5.8 Whenever there is an adjustment as herein provided, the Company shall give notice to the Warranholders in accordance with Condition 11 and through a SGXNET announcement to be posted on the SGX-ST website that the Exercise Price and/or the number of Warrants held by each Warranholder 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 the 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 the specified office for the time being of the Warrant Agent:
- 5.8.1 a signed copy of the certificate of the Auditors certifying the adjustment to the Exercise Price and/or the number of Warrants; and
- 5.8.2 a certificate signed by a Director setting forth brief particulars of 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 the number of Warrants and the effective date of such adjustment,
- and shall, on request and at the expense of the Warranholder, send a copy thereof to any Warranholder. Whenever there is an adjustment to the number of Warrants held by each Warranholder, the Company will, as soon as practicable but not later than seven (7) Market Days after the effective date of such adjustment (or such longer period as the SGX-ST may permit), despatch by ordinary post Warrant Certificates for the additional number of Warrants issued to each Warranholder, at the risk and expense of that Warranholder, to his address appearing in the Warrant Register or, in respect of Warrants registered in the name of CDP, to CDP provided that if additional Warrants are issued to each Warranholder as a result of an adjustment which is cancelled, revoked or not completed and the number of Warrants held by each Warranholder is readjusted pursuant to Condition 5.5, such additional Warrants shall be deemed to be cancelled with effect from such date and in such manner as an Approved Bank and/or Auditors may consider appropriate.
- 5.9 If the Directors and Approved Bank and/or Auditors are unable to agree upon any adjustment required under these provisions, the Directors shall refer the adjustment to the decision of another Approved Bank and/or Auditors acting as expert and not as an 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.
- 5.10 Without prejudice to the generality of Condition 5.7 above, 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 Shares, or attach thereto any rights to acquire or subscribe for Shares, the Company shall appoint an Approved Bank and/or Auditors to consider whether an adjustment is appropriate, and if such Approved Bank and/or Auditors and the Directors shall determine that any adjustment is appropriate the Exercise Price and/or the number of Warrants held by each Warranholder shall be adjusted accordingly.
- 5.11 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 these Conditions, 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.
- 5.12 In giving any certificate or making any adjustment hereunder, the Auditors and the Approved Bank shall be deemed to be acting as experts and not as arbitrators and in the absence of manifest error, their decisions shall be conclusive and binding on the Company, the Warranholders and all other persons having an interest in the Warrants.
- 5.13 Notwithstanding anything herein contained, any adjustment to the Exercise Price and/or the number of Warrants held by each Warranholder other than in accordance with the provisions of this Condition 5 shall be subject to the approval of SGX-ST and agreed to by the Company, the Auditors and the Approved Bank.

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- 5.14 Nothing shall prevent or restrict the buy-back of any classes of shares pursuant to applicable law and the requirements of SGX-ST. For the avoidance of doubt, no approval or consent of the Warrantheolders shall be required for such buyback of any classes of shares and there shall be no adjustments to the Exercise Price and number of Warrants by reason of such buy-back of any classes of shares.

6. Winding-up OF THE COMPANY

- 6.1 If an effective resolution is passed during the Exercise Period for a members' voluntary winding-up of the Company, for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement approved by the Warrantheolders by way of a Special Resolution, the terms of such scheme of arrangement shall be binding on all the Warrantheolders and all persons having an interest in the Warrants.
- 6.2 In any other case, if notice is given by the Company to its members to convene a general meeting for the purposes of considering a members' voluntary winding-up of the Company, every Warrantheolder shall be entitled upon and subject to the Deed Poll and the Conditions, at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding-up of the Company, by irrevocable surrender of his Warrant Certificate(s) to the Company with the Exercise Notice(s) duly completed, together with all payments payable under Conditions 4.1 and 4.2, to elect to be treated as if he had had immediately prior to the commencement of such winding-up exercised the Warrants to the extent specified in the Exercise Notice(s) and had on such date been the holder of the Shares to which he would have become entitled pursuant to such exercise and the liquidator of the Company shall give effect to such election accordingly. The Company shall give notice to the Warrantheolders in accordance with the Deed Poll and the Conditions of the passing of any such resolution within seven (7) days after the passing thereof.
- 6.3 Subject to the foregoing, if the Company is wound up for any other reasons, all Warrants which have not been exercised at the date of the passing of such resolution shall lapse and the Warrants shall cease to be valid for any purpose.

7. FURTHER ISSUES

Subject to the Conditions, the Company shall be at liberty to issue Shares to the Shareholders either for cash or as a bonus distribution and further subscription rights upon such terms and conditions as the Company sees fit but the Warrantheolders shall not have any participating rights in such issue of Shares unless otherwise resolved by the Company in general meeting or in the event of a takeover offer to acquire the Shares.

8. MEETINGS OF WARRANTHOLDERS AND MODIFICATION OF RIGHTS

- 8.1 Schedule 2 of the Deed Poll sets out provisions for convening meetings of the Warrantheolders to consider any matter affecting their interests, including the sanctioning by Special Resolution of a modification of the Warrants or the Deed Poll. Such a meeting may be convened by the Company or Warrantheolders holding not less than ten per cent. (10%) of the Warrants for the time being remaining unexercised. The quorum at any such meeting for passing a Special Resolution shall be two (2) or more Warrantheolders present in person or by proxy duly appointed by Warrantheolders holding or representing not less than fifty per cent. (50%) of the Warrants for the time being unexercised, or at any adjourned meeting, two (2) or more persons present being or representing Warrantheolders whatever the number of Warrants so held or represented shall form a quorum except that at any meeting the business of which includes the modification of certain provisions of the Warrants or of the Deed Poll (including cancelling the subscription rights constituted by the Warrants or changing the Exercise Period), the necessary quorum for passing a Special Resolution shall be two (2) or more persons holding or representing not less than seventy-five per cent. (75%) or at any adjournment of such meeting, over fifty per cent. (50%) of the Warrants for the time being remaining unexercised.

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- 8.2 A Special Resolution duly passed at any meeting of Warranholders shall be binding on all Warranholders, whether or not they were present at the meeting. Warrants which have not been exercised but have been lodged for exercise shall not, unless and until they are withdrawn from lodgement, confer the right to attend or vote at, or join in convening, or be counted in the quorum for any meeting of Warranholders.
- 8.3 The Company may, without the consent of the Warranholders but in accordance with the terms of the Deed Poll and, if necessary, subject to the approval of the SGX-ST, effect any modification to the Warrants, the Deed Poll or the Warrant Agency Agreement which, in the opinion of the Company:
- 8.3.1 is not materially prejudicial to the interests of the Warranholders;
 - 8.3.2 is of a formal, technical or minor nature or to correct a manifest error or to comply with mandatory provisions of Singapore law or the rules and regulations of SGX-ST; and/or
 - 8.3.3 is to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of new Shares arising from the exercise of the Warrants or meetings of the Warranholders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on SGX-ST.
- Any such modification shall be binding on the Warranholders and all persons having an interest in the Warrants and shall be notified to them in accordance with Condition 11 as soon as practicable thereafter.
- 8.4 Notwithstanding Condition 8.3 above, no material alteration to the terms and conditions of the Warrants after the issue thereof to the advantage of the Warranholders shall be made unless first approved by the Shareholders in general meeting, and, if necessary, SGX-ST, except where the alterations are made pursuant to the terms and conditions of the Warrants.
- 8.5 Except where the alterations are made pursuant to these Conditions (including but not limited to any alterations made pursuant to and in accordance with Condition 5, Condition 8.3 or Condition 8.4 above), the Company shall not:
- 8.5.1 extend the Exercise Period;
 - 8.5.2 issue new warrants to replace the Warrants;
 - 8.5.3 change the Exercise Price; or
 - 8.5.4 change the exercise ratio of the Warrants.

9. REPLACEMENT OF WARRANT CERTIFICATES

If a Warrant Certificate is lost, stolen, destroyed, mutilated or defaced, it may, subject to applicable law and at the discretion of the Company, be replaced upon request by the Warranholder at the specified office for the time being of the Warrant Agent on payment of such costs as may be incurred in connection therewith and the replacement fee of S\$2.00 excluding any goods and services tax (or such other sum being the replacement fee for the time being, which replacement fee shall not exceed the minimum sum for the time being prescribed by applicable law or requirement of the SGX-ST) for every Warrant Certificate issued, and on such terms as to evidence and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Warrant Certificate in respect of the Warrants is subsequently exercised, there will be paid to the Company on demand, the market value of the Warrants at the time of the replacement thereof, advertising, undertaking and otherwise as the Company and/or the Warrant Agent may require. Mutilated or defaced Warrant Certificates must be surrendered to the Warrant Agent before replacements will be issued. The replacement Warrant Certificate will be issued to the registered holder of the Warrant Certificate replaced.

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10. TRANSFER AND TRANSMISSION OF WARRANTS

- 10.1 Subject to the provisions contained herein, the Warrants shall be transferable in lots entitling the Warrantholder to subscribe for whole numbers of New Shares and so that no person shall be recognised by the Company as having title to Warrants entitling the holder thereof to subscribe for a fractional part of a New Share or otherwise than as the sole or joint holder of the entirety of such New Share.
- 10.2 Subject to applicable law and the Conditions, a Warrant which is not registered in the name of CDP may only be transferred in accordance with the following provisions of this Condition 10.2:
- 10.2.1 a Warrantholder whose Warrants are registered in the name of a person other than 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 as prescribed by the Company from time to time (the “**Transfer Form**”) duly completed and signed by, or on behalf of, the Transferor and the transferee and duly stamped in accordance with any applicable law for the time being in force relating to stamp duty and accompanied by the fees and expenses set out in the Deed Poll, provided that the Company and 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 Warrantholders by the Warrant Agent;
- 10.2.2 the Transferor shall furnish such evidence (if any) as the Warrant Agent may require to determine the due execution of the Transfer Form by or on behalf of the transferring Warrantholder;
- 10.2.3 the Transferor shall pay the expenses of, and submit any necessary documents required in order to effect the delivery of, the new Warrant Certificate(s) to be issued in the name of the transferee;
- 10.2.4 the Transfer Form shall be accompanied by the registration fee, such fee being for the time being a sum of S\$2.00 (excluding any goods and services tax) for each Warrant Certificate to be transferred, and which shall be payable by cash or cheque, together with any stamp duty and any goods and services tax (if any) specified by the Warrant Agent to the Transferor, such evidence as the Warrant Agent may require to determine and verify the due execution of the Transfer Form and payment of the expenses of, and submit, such documents as the Warrant Agent may require to effect delivery of the new Warrant Certificate(s) to be issued in the name of the transferee;
- 10.2.5 if the Transfer Form has not been fully or correctly completed by the Transferor or the full amount of the fees and expenses due to the Warrant Agent have not been paid to the Warrant Agent, the Warrant Agent shall return such Transfer Form to the Transferor accompanied by written notice of the omission(s) or error(s) and requesting the Transferor to complete and/or amend the Transfer Form and/or to make the requisite payment; and
- 10.2.6 if the Transfer Form has been fully and correctly completed, the Warrant Agent shall as agent for and on behalf of the Company:
- (a) register the person named in the Transfer Form as transferee in the Warrant Register as registered holder of the Warrant in place of the Transferor;
 - (b) cancel the Warrant Certificate(s) in the name of the Transferor; and
 - (c) issue new Warrant Certificate(s) in respect of the Warrants registered in the name of the transferee.

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- 10.3 With respect to Warrants registered in the name of CDP, any transfer of such Warrants shall be effected subject to and in accordance with the Conditions, applicable law and the rules of CDP as amended from time to time and where the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by the 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.
- 10.4 The executors or administrators (or trustees) of the estate 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 holders, the survivor or survivors of such joint holders shall be the only persons recognised by the Company and the Warrant Agent as having any title to the Warrants and shall be entitled to be registered as a holder of the Warrants upon the production by such persons to the Company and the Warrant Agent of such evidence as may be reasonably required by the Company and the Warrant Agent to prove their title and on completion of a Transfer Form and the payment of such fees and expenses referred to in Conditions 10.2.3 and 10.2.4. Conditions 10.2 and 10.3 shall apply mutatis mutandis to any transfer of the Warrants by such persons.
- 10.5 A Transferor or Depositor, as the case may be, shall be deemed to remain a Warrantholder of the Warrant until the name of the transferee is entered in the Warrant Register by the Warrant Agent or in the Depository Register by CDP, as the case may be.
- 10.6 Where the transfer relates only to part (but not all) of the Warrants represented by a Warrant Certificate, the Company shall deliver or cause to be delivered to the Transferor at the cost of the Transferor, a Warrant Certificate in the name of the Transferor in respect of any Warrants not transferred.

11. NOTICES

All notices required to be given pursuant to these Conditions shall be valid if published in a leading daily English language newspaper for general circulation in Singapore. If at any time publication in such newspaper is not practicable, notice can be given in such manner as the Company, with the approval of the Warrant Agent, shall determine. Such notices shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made.

Notices to Warranholders may be sent by ordinary post to the addresses of Warranholders as recorded in the Warrant Register, or in the case of Warranholders whose Warrants are registered in the name of CDP, their addresses as shown in the Depository Register (and in the case of joint holdings, to the Warranholder whose name appears first in the Warrant Register or, in the case of Warranholders whose Warrants are registered in the name of CDP, the relevant records of the CDP in respect of joint holdings). Such notices shall be deemed to have been given in the case of posting, on the date of posting.

Notwithstanding any other Condition, each Warranholder is required to nominate an address in Singapore for the service of notices and documents by giving a notice in writing to the Company and the Warrant Agent, failing which such Warranholder shall not be entitled to receive any notices or document.

All notices required to be given pursuant to these Conditions shall also be announced by the Company on SGXNET on the same day as such notice is first published or given in accordance with this Condition 11.

APPENDIX 1 – TERMS AND CONDITIONS OF THE WARRANTS

12. NOTICE OF EXPIRATION DATE

The Company shall, not later than one (1) month before the Expiration Date, give notice to the Warrantheolders in accordance with Condition 11, of the Expiration Date. The Company shall also, not later than one (1) month before the Expiration Date, take reasonable steps to notify the Warrantheolders in writing of the Expiration Date and such notice shall be delivered by post to the addresses of the Warrantheolders as recorded in the Warrant Register, or in the case of Warrantheolders whose Warrants are registered in the name of CDP, their addresses as shown in the records of CDP. Proof of posting or despatch of any notice shall be deemed to be proof of receipt on the next Market Day after posting.

13. WARRANT AGENT NOT ACTING FOR THE WARRANTHOLDERS

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

14. CONTRACTS (RIGHTS OF THIRD PARTIES ACT)

The Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, as amended, modified or supplemented from time to time, shall not under any circumstances apply to any provision of the Deed Poll and/or any term or condition of the Warrants and any person who is not a party to the Deed Poll shall have no right whatsoever to enforce any provision of the Deed Poll and/or any term or condition of the Warrants.

15. GOVERNING LAW

The Warrants and these Conditions shall be governed by and shall be construed in accordance with the laws of the Republic of Singapore. The Company submits and each Warrantheolder is deemed to irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Republic of Singapore for all purposes in relation to the Warrants and these Conditions but the foregoing shall not prevent or restrict any of them from enforcing any judgment obtained from a Singapore court in any other jurisdiction.

NOTES:

- (1) The attention of Warrantheolders is drawn to Rule 14 of The Singapore Code on Take-Overs and Mergers and sections 139 and 140 of the Securities and Futures Act, Chapter 289 of Singapore (“SFA”). In general terms, these provisions regulate the acquisition of effective control of public companies. Warrantheolders should consider the implications of these provisions before they exercise their respective Warrants. In particular, a Warrantheolder should note that he may be under an obligation to extend a take-over offer for the Company if:
 - (a) he intends to acquire by exercise of the Warrants or otherwise, whether at one (1) time or different times, Shares which (together with Shares owned or acquired by him or persons acting in concert with him) carry 30% or more of the voting rights of the Company; or
 - (b) he together with persons acting in concert with him, holds not less than 30% but not more than 50% of the voting rights of the Company and either alone or together with persons acting in concert, intends to acquire additional Shares by the exercise of the Warrants or otherwise in any period of 6 months, increasing such percentage of the voting rights by more than 1%.
- (2) The attention of the Warrantheolders is drawn to Condition 3(c) of the Warrants relating to the expiry of the Exercise Period for the exercise of the Warrants.
- (3) A Warrantheolder who, after exercise of all the Warrants he holds, has an interest in not less than 5% of the aggregate of the issued share capital of the Company or (if he already holds not less than 5% in the manner as aforesaid) increases his percentage shareholding in the Company, so as to result in his aggregate percentage shareholding in the Company crossing the next discrete whole number, is under an obligation to notify the Company of his interest in the manner set out in sections 82 and 83 of the Act, and to notify the SGX-ST of his interest in the manner set out in sections 135 and 136 of the SFA.

APPENDIX 2 – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

1 INTRODUCTION

1.1 Entitled Depositors are entitled to receive this Offer Information Statement and the ARE which forms part of this Offer Information Statement. For the purposes of this Offer Information Statement, any reference to an application by way of an Electronic Application without reference to such an Electronic Application being made through an ATM of a Participating Bank shall, where the Entitled Depositor is a Depository Agent, be taken to include an application made via the SGX-SSH Service.

1.2 The provisional allotments of Rights Shares with Warrants are governed by the terms and conditions of this Offer Information Statement, the Constitution of the Company (if applicable) and the instructions in the ARE.

The number of Rights Shares with Warrants provisionally allotted to each Entitled Depositor is indicated in the ARE (fractional entitlements, if any, having been disregarded). The Securities Accounts of Entitled Depositors have been credited by CDP with the provisional allotments of Rights Shares with Warrants as indicated in the ARE. Entitled Depositors may accept their provisional allotments of Rights Shares with Warrants in full or in part and are eligible to apply for Rights Shares with Warrants in excess of their provisional allotments under the Rights cum Warrants Issue. Full instructions for the acceptance of and payment for the provisional allotments of Rights Shares with Warrants and payment for the Excess Rights Shares with Warrants are set out in the Offer Information Statement as well as the ARE.

1.3 If an Entitled Depositor wishes to accept his provisional allotment of Rights Shares with Warrants specified in the ARE, in full or in part, and (if applicable) apply for Excess Rights Shares with Warrants, he may do so by way of an Electronic Application or by completing and signing the relevant sections of the ARE. An Entitled Depositor should ensure that the ARE is accurately completed and signed, failing which the acceptance of the provisional allotment of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants may be rejected.

For and on behalf of the Company, CDP reserves the right to refuse to accept any acceptance(s) and (if applicable) Excess Application(s) if this ARE is not accurately completed and signed or if the “Free Balance” of your Securities Account is not credited with, or is credited with less than the relevant number of Rights Shares with Warrants accepted as at the last time and date for acceptance, application and payment or for any other reason(s) whatsoever the acceptance and (if applicable) the Excess Application is in breach of the terms of the ARE or the Offer Information Statement, at CDP’s absolute discretion, and to return all monies received to the person(s) entitled thereto **BY CREDITING HIS/THEIR BANK ACCOUNT(S) WITH THE RELEVANT PARTICIPATING BANK** (if he/they accept and (if applicable) apply through an ATM of a Participating Bank) or **BY MEANS OF A CROSSED CHEQUE SENT BY ORDINARY POST**, as the case may be, (in each case) AT HIS/THEIR OWN RISK or in such other manner as he/they may have agreed with CDP for the payment of any cash distributions without interest or any share of revenue or other benefit arising therefrom (if he/they accept and (if applicable) apply through CDP).

AN ENTITLED DEPOSITOR MAY ACCEPT HIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES WITH WARRANTS SPECIFIED IN HIS ARE AND (IF APPLICABLE) APPLY FOR EXCESS RIGHTS SHARES WITH WARRANTS EITHER THROUGH CDP AND/OR BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK. WHERE AN ENTITLED DEPOSITOR IS A DEPOSITORY AGENT, IT MAY MAKE ITS ACCEPTANCE AND EXCESS APPLICATION (IF APPLICABLE) VIA THE SGX-SSH SERVICE.

Where an acceptance, application and/or payment does not conform strictly to the terms set out under this Offer Information Statement, the ARE, the ARS, the PAL and/or any other application form for the Rights Shares with Warrants and/or Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue or which does not comply with the instructions for an Electronic Application, or in the case of an application by the ARE, the ARS, the PAL, and/or any other

APPENDIX 2 – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

application form for the Rights Shares with Warrants and/or Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue which is illegible, incomplete, incorrectly completed, unsigned, signed but not in its originality or which is accompanied by an improperly or insufficiently drawn remittance, the Company and/or CDP may, at their/its absolute discretion, reject or treat as invalid any such acceptance, application, payment and/or other process of remittances at any time after receipt in such manner as they/it may deem fit.

The Company and CDP shall be authorised and entitled to process each application submitted for the acceptance of the provisional allotment of the Rights Shares with Warrants, and where applicable, application for Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue and the payment received in relation thereto, pursuant to such application, by an Entitled Shareholder, on its own, without regard to any other application and payment that may be submitted by the same Entitled Shareholder. For the avoidance of doubt, insufficient payment for an application may render the application invalid; evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application and (if applicable) application for Excess Rights Shares with Warrants.

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

2 MODE OF ACCEPTANCE AND APPLICATION

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

Instructions for Electronic Applications through ATMs to accept the Rights Shares with Warrants provisionally allotted or (if applicable) to apply for Excess Rights Shares with Warrants will appear on the ATM screens of the respective Participating Banks. Please refer to Appendix 3 to this Offer Information Statement for the additional terms and conditions for Electronic Applications through an ATM of a Participating Bank.

IF AN ENTITLED DEPOSITOR MAKES AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK, HE WOULD HAVE IRREVOCABLY AUTHORISED THE PARTICIPATING BANK TO DEDUCT THE FULL AMOUNT PAYABLE FROM HIS BANK ACCOUNT WITH SUCH PARTICIPATING BANK IN RESPECT OF SUCH APPLICATION. IN THE CASE OF AN ENTITLED DEPOSITOR WHO HAS ACCEPTED THE RIGHTS SHARES WITH WARRANTS PROVISIONALLY ALLOTTED TO HIM BY WAY OF THE ARE AND/OR THE ARS AND/OR HAS APPLIED FOR EXCESS RIGHTS SHARES WITH WARRANTS BY WAY OF THE ARE AND ALSO BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK, THE COMPANY AND/OR CDP SHALL BE AUTHORISED AND ENTITLED TO ACCEPT HIS INSTRUCTIONS IN WHICHEVER MODE OR COMBINATION AS THE COMPANY AND/OR CDP MAY, IN THEIR ABSOLUTE DISCRETION, DEEM FIT.

2.2 Acceptance/Application through CDP

If the Entitled Depositor wishes to accept the provisional allotment of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants through CDP, he must:

- (a) complete and sign the ARE. In particular, he must state in Part C(i) of the ARE the total number of Rights Shares with Warrants provisionally allotted to him which he wishes to accept and the number of excess Rights Shares with Warrants applied for and in Part C(ii) of the ARE the 6 digits of the Cashier's Order/Banker's Draft; and

APPENDIX 2 – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

- (b) deliver the duly completed and original signed ARE accompanied by **A SINGLE REMITTANCE** for the full amount payable for the relevant number of Rights Shares with Warrants accepted and (if applicable) Excess Rights Shares with Warrants applied for:
- (i) by hand to **CHINA MEDICAL (INTERNATIONAL) GROUP LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 9 NORTH BUONA VISTA DRIVE, #01-19/20 THE METROPOLIS, SINGAPORE 138588; or**
 - (ii) by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK, to CHINA MEDICAL (INTERNATIONAL) GROUP LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147,**

in each case so as to arrive not later than **5.00 p.m. on 23 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The payment for the relevant number of Rights Shares with Warrants accepted and (if applicable) Excess Rights Shares with Warrants applied for at the Issue Price must be made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to **"CDP – CHINA MED INTL RIGHTS ISSUE ACCOUNT"** and crossed **"NOT NEGOTIABLE, A/C PAYEE ONLY"** with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft (as the case may be). **NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

2.3 Acceptance through the SGX-SSH Service (for Depository Agents only)

Depository Agents may accept the provisional allotment of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants through the SGX-SSH service provided by CDP as listed in Schedule 3 of the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Company to receive acceptances on its behalf. Such acceptances and (if applicable) applications will be deemed irrevocable and are subject to each of the terms and conditions contained in the ARE and this Offer Information Statement as if the ARE had been completed and submitted to CDP.

2.4 Insufficient Payment

If no remittance is attached or the remittance attached is less than the full amount payable for the provisional allotment of Rights Shares with Warrants accepted by the Entitled Depositor and (if applicable) the Excess Rights Shares with Warrants applied for by the Entitled Depositor; the attention of the Entitled Depositor is drawn to paragraphs 1.3 and 5.2 of this Appendix 2 which sets out the circumstances and manner in which the Company and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Company's behalf whether under the ARE, the ARS or any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue.

2.5 Acceptance of Part of Provisional Allotments of Rights Shares with Warrants and Trading of Provisional Allotments of Rights Shares with Warrants

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

- (a) complete and sign the ARE for the number of Rights Shares with Warrants provisionally allotted which he wishes to accept and submit the duly completed and original signed ARE together with payment in the prescribed manner as described above in 2.2 to CDP; or

APPENDIX 2 – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

- (b) accept and subscribe for that part of his provisional allotment of Rights Shares with Warrants by way of Electronic Application in the prescribed manner as described in paragraph 2.1 or 2.3 above.

The balance of his provisional allotment of Rights Shares with Warrants may be sold as soon as dealings therein commence on the SGX-ST.

Entitled Depositors who wish to trade all or part of their provisional allotments of Rights Shares with Warrants on the SGX-ST during the provisional allotment trading period should note that the provisional allotments of Rights Shares with Warrants will be tradable in board lots, each board lot comprising provisional allotments of 100 Rights Shares with Warrants, or any other board lot size which the SGX-ST may require. Such Entitled Depositors may start trading in their provisional allotments of Rights Shares with Warrants as soon as dealings therein commence on the SGX-ST. Entitled Depositors who wish to trade in lot sizes other than mentioned above may do so in the Unit Share Market during the provisional allotment trading period.

2.6 Sale of Provisional Allotments of Rights Shares with Warrants

The ARE need not be forwarded to the purchasers of the provisional allotments of Rights Shares with Warrants (“**Purchasers**”) as arrangements will be made by CDP for separate ARS to be issued to the Purchasers. Purchasers should note that CDP will, on behalf of the Company, send the ARS, accompanied by this Offer Information Statement and other accompanying documents, **by ordinary post and at the Purchasers’ own risk**, to their respective Singapore addresses as maintained in the records of CDP. Purchasers should ensure that their ARSs are accurately and correctly completed and signed, failing which their acceptances of the provisional allotments of Rights Shares with Warrants may be rejected. Purchasers who do not receive the ARS, accompanied by this Offer Information Statement, may obtain the same from CDP or the Share Registrar for the period up to **5.00 p.m. on 23 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Purchasers should also note that if they make any purchase on or around the last trading day of the nil-paid Rights, this Offer Information Statement and its accompanying documents might not be despatched in time for the subscription of the Rights Shares. You may obtain a copy from CDP. Alternatively, you may accept and subscribe by way of Electronic Applications in the prescribed manner as described in paragraph 2.1 above.

This Offer Information Statement and its accompanying documents will not be despatched to Purchasers whose registered addresses with CDP are not in Singapore (“**Foreign Purchasers**”). Foreign Purchasers who wish to accept the provisional allotments of Rights Shares with Warrants credited to their Securities Accounts should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore.

PURCHASERS SHOULD INFORM THEIR FINANCE COMPANIES OR DEPOSITORY AGENTS IF THEIR PURCHASES OF SUCH PROVISIONAL ALLOTMENTS OF RIGHTS SHARES WITH WARRANTS ARE SETTLED THROUGH THESE INTERMEDIARIES. IN SUCH INSTANCES, IF THE PURCHASERS WISH TO ACCEPT THE RIGHTS SHARES WITH WARRANTS REPRESENTED BY THE PROVISIONAL ALLOTMENTS OF RIGHTS SHARES WITH WARRANTS PURCHASED, THEY WILL NEED TO GO THROUGH THESE INTERMEDIARIES, WHO WILL THEN ACCEPT THE PROVISIONAL ALLOTMENTS OF THE RIGHTS SHARES WITH WARRANTS ON THEIR BEHALF.

2.7 Renunciation of Provisional Allotments of Rights Shares with Warrants

Entitled Depositors who wish to renounce in full or in part their provisional allotments of Rights Shares with Warrants in favour of a third party should complete the relevant transfer forms with CDP (including any accompanying documents as may be required by CDP) for the number of provisional allotments of Rights Shares with Warrants which they wish to renounce. Such renunciation shall be made in accordance with the “Terms and Conditions for Operations of Securities Accounts with CDP”, as the same may be amended from time to time, copies of which are available from CDP. As CDP requires at least three (3) Market Days to effect such renunciation, Entitled Depositors who wish to renounce are advised to do so early to allow sufficient time for CDP to send the ARS and

APPENDIX 2 – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

other accompanying documents, for and on behalf of the Company, to the renounee by ordinary post and **AT HIS OWN RISK**, to his Singapore address as maintained in the records of CDP and for the renounee to accept his provisional allotments of Rights Shares with Warrants. The last time and date for acceptance of the provisional allotments of Rights Shares with Warrants and payment for the Rights Shares with Warrants by the renounee is **5.00 p.m. on 23 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

3 COMBINATION APPLICATION

In the event that the Entitled Depositor or the Purchaser accepts his provisional allotments of the Rights Shares with Warrants by way of ARE and/or ARS and/or has applied for Excess Rights Shares with Warrants by way of ARE and also by way of an Electronic Application, the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP may, in their absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor or the Purchaser shall be regarded as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the ARE, ARS and/or (if applicable) any other acceptance of Rights Shares with Warrants provisionally allotted to him and/or application for Excess Rights Shares with Warrants (including an Electronic Application) in whichever mode or combination as the Company and/or CDP may, in their absolute discretion, deem fit.

4 ILLUSTRATIVE EXAMPLES (ASSUMPTION: ON THE BASIS OF THREE (3) RIGHTS SHARES WITH FOR EVERY ONE (1) EXISTING ORDINARY SHARE AT AN ISSUE PRICE OF S\$0.001 FOR EACH RIGHTS SHARE)

As an illustration, if an Entitled Depositor has 1,000 Shares standing to the credit of his Securities Account as at the Books Closure Date, the Entitled Depositor will be provisionally allotted 3,000 Rights Shares with Warrants as set out in his ARE. The Entitled Depositor's alternative courses of action, and the necessary procedures to be taken under each course of action, are summarised below:

Alternatives

- (a) Accept his entire provisional allotment of 3,000 Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants

Procedures to be taken

- (1) Accept his entire provisional allotment of 3,000 Rights Shares with Warrants and (if applicable) apply for Excess Rights with Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 23 October 2017 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company);** or

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Alternatives

Procedures to be taken

- (2) complete and sign the ARE in accordance with the instructions contained therein for the acceptance in full of his provisional allotment of 3,000 Rights Shares with Warrants and (if applicable) the number of Excess Rights Shares with Warrants applied for and forward the ARE together with a single remittance for S\$3.00 (or, if applicable, such higher amount in respect of the total number of Rights Shares with Warrants accepted and Excess Rights Shares with Warrants applied for) by way of a Cashier's Order or Banker's Draft in Singapore currency drawn on a bank in Singapore, and made payable to **"CDP – CHINA MED INTL RIGHTS ISSUE ACCOUNT"** and crossed **"NOT NEGOTIABLE, A/C PAYEE ONLY"** for the full amount due on acceptance and (if applicable) application, by hand to **CHINA MEDICAL (INTERNATIONAL) GROUP LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 9 NORTH BUONA VISTA DRIVE, #01-19/20 THE METROPOLIS, SINGAPORE 138588** or by post, at his own risk, in the self-addressed envelope provided to **CHINA MEDICAL (INTERNATIONAL) GROUP LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** so as to arrive not later than **5.00 p.m. on 23 October 2017** or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) and with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.

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Alternatives

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

Procedures to be taken

- (1) Accept his provisional allotment of 1,000 Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 23 October 2017 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company)**; or
- (2) complete and sign the ARE in accordance with the instructions contained therein for the acceptance of his provisional allotment of 1,000 Rights Shares with Warrants, and forward the original signed ARE, together with a single remittance for S\$1.00, in the prescribed manner described in alternative (a) (2) above, to CDP, so as to arrive not later than **5.00 p.m. on 23 October 2017 or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).**

The balance of the provisional allotment of 2,000 Rights Shares with Warrants which is not accepted by the Entitled Depositor may be traded on the SGX-ST during the provisional allotment trading period. **Entitled Depositors should note that the provisional allotments of Rights Shares with Warrants would be tradable in the ready market, each board lot comprising provisional allotments size of 100 Rights Shares with Warrants or any other board lot size which the SGX-ST may require.**

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

- (1) Accept his provisional allotment of 1,000 Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 23 October 2017 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company)**; or
- (2) complete and sign the ARE in accordance with the instructions contained herein for the acceptance of his provisional allotment of 1,000 Rights Shares with Warrants and forward the original signed ARE, together with a single remittance for S\$1.00, in the prescribed manner described in alternative (a) (2) above to CDP so as to arrive not later than **5.00 p.m. on 23 October 2017 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).**

The balance of the provisional allotment of 2,000 Rights Shares with Warrants which is not accepted by the Entitled Depositor will automatically lapse and cease to be available for acceptance by that Entitled Depositor if an acceptance is not made through an ATM of a Participating Bank by **9.30 p.m. on 23 October 2017** or if an acceptance is not made through CDP by **5.00 p.m. on 23 October 2017.**

APPENDIX 2 – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

5. TIMING AND OTHER IMPORTANT INFORMATION

5.1 Timing

THE LAST TIME AND DATE FOR ACCEPTANCES AND (IF APPLICABLE) EXCESS APPLICATIONS AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IN RELATION TO THE RIGHTS CUM WARRANTS ISSUE IS:

- (A) 5.00 p.m. on 23 October 2017 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IS MADE THROUGH CDP OR SGX-SSH SERVICE; AND**
- (B) 9.30 p.m. on 23 October 2017 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IS MADE THROUGH AN ATM OF A PARTICIPATING BANK.**

If acceptance and payment for the Rights Shares with Warrants in the prescribed manner as set out in the ARE, the ARS or the PAL (as the case may be) and this Offer Information Statement is not received through an ATM of a Participating Bank by **9.30 p.m. on 23 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) or through CDP by **5.00 p.m. on 23 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) from any Entitled Depositor or Purchaser, the provisional allotments of Rights Shares with Warrants shall be deemed to have been declined and shall forthwith lapse and become void, and such provisional allotments not so accepted will be used to satisfy excess applications, if any, or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit. All monies received in connection therewith will be returned by CDP for and on behalf of the Company to the Entitled Depositors or the Purchasers, as the case may be, without interest or any share of revenue or other benefit arising therefrom, by ordinary post **AT THE ENTITLED DEPOSITOR'S OR PURCHASER'S OWN RISK (AS THE CASE MAY BE)** to their mailing address as maintained in the records of CDP.

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

5.2 Appropriation

Without prejudice to paragraph 1.3 of this Appendix 2, an Entitled Depositor should note that:

- (a) by accepting his provisional allotment of Rights Shares with Warrants and/or applying for Excess Rights Shares with Warrants, he acknowledges that, in the case where the amount of remittance payable to the Company in respect of his acceptance of the Rights Shares with Warrants provisionally allotted to him and (if applicable) in respect of his application for Excess Rights Shares with Warrants as per the instructions received by CDP whether under the ARE, ARS and/or in any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue differs from the amount actually received by CDP, the Company and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Company's behalf for each application on its own whether under the ARE, ARS and/or any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue as follows: firstly, towards payment of all amounts payable in respect of his acceptance of the Rights Shares with Warrants provisionally allotted to him; and secondly, (if applicable) towards payment of all amounts payable in respect of his application for Excess Rights Shares with Warrants. The determination and appropriation by the Company and CDP shall be conclusive and binding;

APPENDIX 2 – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

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

5.3 Availability of Excess Rights Shares with Warrants

The Excess Rights Shares with Warrants available for application are subject to the terms and conditions contained in the ARE, this Offer Information Statement and (if applicable) the Constitution of the Company. Applications for Excess Rights Shares with Warrants will, at the Directors' absolute discretion, be satisfied from such Rights Shares with Warrants as are not validly taken up by the Entitled Shareholders, the original allottee(s) or their respective renounee(s) or the Purchaser(s) of the provisional allotments of Rights Shares with Warrants together with the aggregated fractional entitlements to the Rights Shares with Warrants, any unsold "nil-paid" provisional allotment of Rights Shares with Warrants (if any) of Foreign Shareholders and any Rights Shares with Warrants that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the ARE and this Offer Information Statement. In the event that applications are received by the Company for more Excess Rights Shares with Warrants than are available, the Excess Rights Shares with Warrants available will be allotted in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. **CDP TAKES NO RESPONSIBILITY FOR ANY DECISION THAT THE DIRECTORS MAY MAKE.** In the allotment of Excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and Substantial Shareholders and Directors will rank last in priority. The Company reserves the right to refuse any application for Excess Rights Shares with Warrants, in whole or in part, without assigning any reason whatsoever. In the event that the number of Excess Rights Shares with Warrants allotted to an Entitled Depositor is less than the number of Excess Rights Shares with Warrants applied for, the Entitled Depositor shall be deemed to have accepted the number of Excess Rights Shares with Warrants actually allotted to him.

If no Excess Rights Shares with Warrants are allotted or if the number of Excess Rights Shares with Warrants allotted is less than that applied for, the amount paid on application or the surplus application monies, as the case may be, will be refunded to such Entitled Depositors, without interest or any share of revenue or other benefit arising therefrom, within three (3) business days after the commencement of trading of the Rights Shares with Warrants, by crediting their bank accounts with the relevant Participating Bank **AT THEIR OWN RISK** (if they had applied for Excess Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank), the receipt by such banks being a good discharge to the Company and CDP for their obligations, if any, thereunder, or by means of a crossed cheque in Singapore currency drawn on a bank in Singapore and sent to him **BY ORDINARY POST AT THEIR OWN RISK** to their mailing address as maintained in the records of CDP or in such other manner as they may have agreed with CDP for the payment of any cash distributions (if they had applied for Excess Rights Shares with Warrants through CDP).

APPENDIX 2 – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

5.4 Deadlines

It should be particularly noted that unless:

- (a) acceptance of the provisional allotment of Rights Shares with Warrants is made by the Entitled Depositors or the Purchasers (as the case may be) by way of an Electronic Application through an ATM of a Participating Bank and payment of the full amount payable for such Rights Shares with Warrants is effected by **9.30 p.m. on 23 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or
- (b) the duly completed and original signed ARE or ARS accompanied by a single remittance for the full amount payable for the relevant number of Rights Shares with Warrants accepted and (if applicable) Excess Rights Shares with Warrants applied for at the Issue Price, made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP – CHINA MED INTL RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the names and Securities Account numbers of the Entitled Depositors or the Purchasers (as the case may be) clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft is submitted by hand to **CHINA MEDICAL (INTERNATIONAL) GROUP LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 9 NORTH BUONA VISTA DRIVE, #01-19/20 THE METROPOLIS, SINGAPORE 138588** or by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK**, to **CHINA MEDICAL (INTERNATIONAL) GROUP LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147 BY 5.00 p.m. on 23 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or
- (c) acceptance is made by a Depository Agent via the SGX-SSH Service and payment in Singapore currency by way of telegraphic transfer by the Depository Agent/(s) for the Rights Shares with Warrants is effected by **5.00 p.m. on 23 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company),

the provisional allotment of Rights Shares with Warrants will be deemed to have been declined and shall forthwith lapse and become void and cease to be capable of acceptance.

All moneys received in connection therewith will be returned to the Entitled Depositors or the Purchasers (as the case may be) without interest or any share of revenue or other benefit arising therefrom **BY ORDINARY POST** and at the **ENTITLED DEPOSITOR'S OR PURCHASERS' OWN RISK (AS THE CASE MAY BE)** to their mailing addresses as maintained in the records of CDP.

ACCEPTANCES AND/OR APPLICATIONS ACCOMPANIED BY ANY OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL NOT BE ACCEPTED.

5.5 Certificates

The certificates for the Rights Shares with Warrants and Excess Rights Shares with Warrants will be registered in the name of CDP or its nominee. Upon the crediting of the Rights Shares with Warrants and Excess Rights Shares with Warrants, CDP will send to you, **BY ORDINARY POST AND AT YOUR OWN RISK**, a notification letter showing the number of Rights Shares with Warrants and Excess Rights Shares with Warrants credited to your Securities Account.

5.6 General

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

APPENDIX 2 – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

Alternatively, you may proceed personally to CDP with your identity card or passport to verify the number of Rights Shares with Warrants provisionally allotted and credited to your Securities Account.

It is your responsibility to ensure that the ARE and/or ARS is accurately completed in all respects and signed in its originality. The Company and/or CDP will be authorised and entitled to reject any acceptance and/or application which does not comply with the terms and instructions contained herein and in the ARE and/or ARS, or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. Any decision to reject the ARE and/or ARS on the grounds that it has been signed but not in its originality, incompletely, incorrectly or invalidly signed, completed or submitted will be final and binding, and neither CDP nor the Company accepts any responsibility or liability for the consequences of such a decision.

EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS OFFER INFORMATION STATEMENT, ACCEPTANCE OF THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES WITH WARRANTS AND (IF APPLICABLE) YOUR APPLICATION FOR EXCESS RIGHTS SHARES WITH WARRANTS IS IRREVOCABLE.

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

CDP Phone User Guide

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

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

5.7 Personal Data Privacy

By completing and delivering an ARE or an ARS and in the case of an Electronic Application, by pressing the "Enter" or "OK" or "Confirm" or "Yes" key, an Entitled Depositor or a Purchaser (i) consents to the collection, use and disclosure of his personal data by the Participating Banks, the Share Registrar, Securities Clearing and Computer Services (Pte) Limited, CDP, CPF Board, the SGX-ST and the Company (the "**Relevant Persons**") for the purpose of facilitating his application for the Rights Shares with Warrants, and in order for the Relevant Persons to comply with any applicable laws, listing rules, regulations and/or guidelines, (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with the applicable laws, and (iii) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

APPENDIX 2 – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

6. PROCEDURE TO COMPLETE THE ARE / ARS

6.1 Know Your Holdings and Entitlement

A. KNOW YOUR HOLDINGS & ENTITLEMENT

Number of Shares currently held by you

XX,XXX

This is your shareholding as at Books Closure Date.

Shares as at XX January 2015 (Record Date)

This is the date to determine your rights entitlements.

Number of Rights Shares provisionally allotted*

XX,XXX

This is your number of rights entitlement.

Issue Price

S\$0.0X per Rights Share

This is the price that you need to pay when you subscribe for one Rights Share.

6.2 Select your application options

B. SELECT YOUR APPLICATION OPTIONS

1. ATM Follow the procedures set out on the ATM screen and submit your application through an ATM of a Participating Bank by XX September 2015 at 9.30 p.m.
Participating Banks are XXX, XXX and XXX.

This is the last date and time to subscribe for the Rights Shares through ATM and CDP.

2. MAIL Complete section below and submit this form to CDP by XX September at 5.00 p.m.

You can apply for your Rights Shares through the ATMs of these participating banks.

(i) Only **BANKER'S DRAFT/CASHIER'S ORDER** payable to "**CDP-XXXXX RIGHTS ISSUE ACCOUNT**" will be accepted

(ii) Applications using a **PERSONAL CHEQUE, POSTAL ORDER or MONEY ORDER** will be **rejected**
(iii) Write your name and securities account number on the back of the Banker's Draft/Cashier's Order

This is the payee name to be issued on your Cashier's Order where XXXXX is the name of the issuer.

Note: Please refer to the ARE/ARS for the actual holdings, entitlements, Books Closure Date, Issue Price, Closing Date for subscription, list of participating ATM banks and payee name on the Cashier's Order.

APPENDIX 3 – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH AN ATM OF PARTICIPATING BANKS

ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATIONS THROUGH AN ATM OF PARTICIPATING BANKS

The procedures for Electronic Applications through ATMs of the Participating Banks are set out on the ATM screens of the relevant Participating Banks (the “**Steps**”).

Please read carefully the terms of this Offer Information Statement, the Steps and the terms and conditions for Electronic Applications set out below before making an Electronic Application. An ATM card issued by one Participating Bank cannot be used in respect of the acceptance and (if applicable) Excess Application at an ATM belonging to other Participating Banks. Any Electronic Application which does not strictly conform to the instructions set out on the screens of the ATM through which the Electronic Application is made will be rejected.

Any reference to the “**Applicant**” in the terms and conditions for Electronic Applications and the Steps shall mean the Shareholder or the purchaser of the provisional allotment of Rights Shares with Warrants who accepts or (as the case may be) applies for the Rights Shares with Warrants through an ATM of the Participating Banks. An Applicant must have an existing bank account with, and be an ATM cardholder of, one of the Participating Banks before he can make an Electronic Application through an ATM of that Participating Bank. The actions that the Applicant must take at ATMs of the other Participating Banks are set out on the ATM screens of the relevant Participating Banks. Upon the completion of his Electronic Application transaction, the Applicant will receive an ATM transaction slip (the “**Transaction Record**”), confirming the details of his Electronic Application. The Transaction Record is for retention by the Applicant and should not be submitted with any ARE or ARS.

An Applicant, including one who has a joint bank account with a Participating Bank, must ensure that he enters his own Securities Account number when using the ATM card issued to him in his own name. Using his own Securities Account number with an ATM card which is not issued to him in his own name will render his acceptance or application liable to be rejected.

The Electronic Application shall be made on, and subject to, the terms and conditions of this Offer Information Statement including, but not limited to, the terms and conditions appearing below:

1. In connection with his Electronic Application for the Rights Shares with Warrants, the Applicant is required to confirm statements to the following effect in the course of activating the ATM for his Electronic Application:
 - (a) **that he has received a copy of this Offer Information Statement and has read, understood and agreed to all the terms and conditions of acceptance and application for the Rights Shares with Warrants and this Offer Information Statement prior to effecting the Electronic Application and agrees to be bound by the same; and**
 - (b) **that he consents to the disclosure of his name, NRIC/passport number, address, nationality, Securities Account number, CPF Investment Account number and application details (the “Relevant Particulars”) from his account with that Participating Bank to the Share Registrar, Warrant Agent, Securities Clearing & Computer Services (Pte) Ltd (the “SCCS”), CDP, CPF Board, the SGX-ST and the Company (the “Relevant Parties”).**

His application will not be successfully completed and cannot be recorded as a completed transaction in the ATM unless he presses the “Enter” or “OK” or “Confirm” or “Yes” key. By doing so, the Applicant shall be treated as signifying his confirmation of each of the two statements above. In respect of statement 1 (b) above, his confirmation, by pressing the “Enter” or “OK” or “Confirm” or “Yes” key, shall signify and shall be treated as his written permission, given in accordance with the relevant laws of Singapore including Section 47(2) and the Third Schedule of the Banking Act, Chapter 19, of Singapore to the disclosure by that Participating Bank of the Relevant Particulars of his account with that Participating Bank to the Relevant Parties.

APPENDIX 3 – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH AN ATM OF PARTICIPATING BANKS

2. An Applicant may make an Electronic Application through an ATM of any Participating Bank for the Rights Shares with Warrants using cash only by authorising such Participating Bank to deduct the full amount payable from his bank account with such Participating Bank.
3. The Applicant irrevocably agrees and undertakes to subscribe for and to accept the lesser of the number of Rights Shares with Warrants provisionally allotted and Excess Rights Shares with Warrants applied for as stated on the Transaction Record or the number of provisionally allotted Rights Shares with Warrants standing to the credit of the “Free Balance” of his Securities Account as at the Closing Date. In the event that the Company decides to allot any lesser number of Excess Rights Shares with Warrants or not to allot any Excess Rights Shares with Warrants to the Applicant, the Applicant agrees to accept the decision as final.
4. If the Applicant’s Electronic Application is successful, his confirmation (by his action of pressing the “Enter” or “OK” or “Confirm” or “Yes” key on the ATM) of the number of Rights Shares with Warrants accepted and/or Excess Rights Shares with Warrants applied for shall signify and shall be treated as his acceptance of the number of Rights Shares with Warrants accepted or Excess Rights Shares with Warrants applied that may be allotted to him.
5. In the event that the Applicant accepts the Rights Shares with Warrants by way of the ARE and/or the ARS (as the case may be) and/or by way of acceptance through the Electronic Application through an ATM of a Participating Bank, CDP shall be authorised and entitled to accept the Applicant’s instructions in whichever mode or a combination thereof as it may, in its absolute discretion, deem fit. In determining the number of Rights Shares with Warrants that the Applicant has validly given instructions to accept, the Applicant shall be deemed to have irrevocably given instructions to accept such number of Rights Shares with Warrants not exceeding the number of provisionally allotted Rights Shares with Warrants that are standing to the credit of the “Free Balance” of his Securities Account as at the Closing Date and CDP, in determining the number of Rights Shares with Warrants that the Applicant has validly given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance, whether by way of Cashier’s Order or Banker’s Draft drawn on a bank in Singapore accompanying the ARE and/or the ARS, or by way of the acceptance through Electronic Application through an ATM of a Participating Bank.
6. If applicable, in the event that the Applicant applies for Excess Rights Shares with Warrants by way of ARE and by way of application through the Electronic Application through the ATM, CDP shall be authorised and entitled to accept the Applicant’s instructions in whichever mode or a combination thereof as it may, in its absolute discretion, deem fit. In determining the number of Excess Rights Shares with Warrants which the Applicant has validly given instructions for the application of, the Applicant shall be deemed to have irrevocably given instructions to apply for and agreed to accept such number of Excess Rights Shares with Warrants not exceeding the aggregate number of Excess Rights Shares with Warrants for which he has applied by way of application through Electronic Application through the ATM and by way of ARE. CDP, in determining the number of Excess Rights Shares with Warrants which the Applicant has given valid instructions for the application, shall be authorised and entitled to have regard to the aggregate amount of payment received for the application of the Excess Rights Shares with Warrants, whether by way of Cashier’s Order or Banker’s Draft drawn on a bank in Singapore accompanying the ARE by way of application through Electronic Application through the ATM.
7. The Applicant irrevocably requests and authorises the Company to:
 - (a) register or procure the registration of the Rights Shares with Warrants allotted to the Applicant in the name of CDP for deposit into his Securities Account;
 - (b) return (without interest or any share of revenue or other benefit arising therefrom) the application monies, should his Electronic Application in respect of the Rights Shares with Warrants and/or Excess Rights Shares with Warrants applied for not be accepted by the Company for any reason, by automatically crediting the Applicant’s bank account with his Participating Bank with the relevant amount within three (3) business days after the commencement of trading of the Rights Shares with Warrants; and

APPENDIX 3 – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH AN ATM OF PARTICIPATING BANKS

- (c) return (without interest or any share of revenue or other benefit arising therefrom) the balance of the application monies, should his Electronic Application for Excess Rights Shares with Warrants be accepted in part only, by automatically crediting the Applicant's bank account with his Participating Bank with the relevant amount within three (3) business days after the commencement of trading of the Rights Shares with Warrants.
8. **BY MAKING AN ELECTRONIC APPLICATION, THE APPLICANT CONFIRMS THAT HE IS NOT ACCEPTING/APPLYING FOR THE RIGHTS SHARES AS NOMINEE OF ANY OTHER PERSON.**
9. The Applicant irrevocably agrees and acknowledges that his Electronic Application is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, fires, acts of God, mistakes, losses and theft (in each case whether or not within the control of the Company, CDP, or the Participating Banks) and any other events beyond the control of the Company, CDP or the Participating Banks, and if, in any such event, our Company, CDP, or the Participating Banks do not record or receive the Applicant's Electronic Application, or data relating to the Applicant's Electronic Application or the tape containing such data is lost, corrupted, destroyed or not otherwise accessible, whether wholly or partially for whatever reason, the Applicant shall be deemed not to have made an Electronic Application and the Applicant shall have no claim whatsoever against the Company, CDP or the Participating Banks, for the purported acceptance of the Rights Shares with Warrants accepted and (if applicable) excess Rights Shares with Warrants applied for or for any compensation, loss or damage in connection therewith or in relation thereto.
10. **Electronic Applications may only be made through ATMs of the Participating Banks from Mondays to Saturdays between 7.00 a.m. to 9.30 p.m., excluding public holidays.**
11. **Electronic Applications shall close at 9.30 p.m. on 23 October 2017**, or such other time as the Directors may, in their absolute discretion, decide (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).
12. All particulars of the Applicant in the records of his Participating Bank at the time he makes his Electronic Application shall be deemed to be true and correct and the relevant Participating Bank and the Relevant Parties shall be entitled to rely on the accuracy of such particulars. If there has been any change in the particulars of the Applicant after the time of the making of his Electronic Application, the Applicant shall promptly notify his Participating Bank.
13. The Applicant must have sufficient funds in his bank account(s) with his Participating Bank at the time he makes his Electronic Application, failing which his Electronic Application will not be completed. Any Electronic Application made through ATMs of the other Participating Banks which does not strictly conform to the instructions set out on the ATM screens of such Participating Banks will be rejected.
14. Where an Electronic Application is not accepted, it is expected that the full amount of the application monies will be refunded in Singapore dollars (without interest or any share of revenue or other benefit arising therefrom) to the Applicant by being automatically credited to the Applicant's account with the relevant Participating Bank within three (3) business days after the commencement of trading of the Rights Shares with Warrants. An Electronic Application may also be accepted in part, in which case the balance amount of application monies will be refunded.
15. In consideration of the Company arranging for the Electronic Application facility through the ATMs of the Participating Banks and agreeing to close the Rights cum Warrants Issue at **9.30 p.m. on 23 October 2017** or such later time or date as the Directors may, in their absolute discretion, decide, and by making and completing an Electronic Application, the Applicant agrees that:
- (a) his Electronic Application is irrevocable (whether or not, to the extent permitted by law, any supplementary document or replacement document referred to in Section 241 of the SFA is lodged with the SGX-ST, acting as an agent on behalf of the Authority);
- (b) his Electronic Application, the acceptance by the Company and the contract resulting therefrom shall be governed by and construed in accordance with the laws of Singapore and he irrevocably submits to the non-exclusive jurisdiction of the Singapore courts;

APPENDIX 3 – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH AN ATM OF PARTICIPATING BANKS

- (c) none of the Company, CDP, or the Participating Banks shall be liable for any delays, failures or inaccuracies in the recording, storage or in the transmission or delivery of data relating to his Electronic Application to the Company, CDP, the Participating Banks due to a breakdown or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 9 above or to any cause beyond their respective control;
 - (d) he will not be entitled to exercise any remedy of rescission or misrepresentation at any time after acceptance of the provisionally allotted Rights Shares with Warrants or acceptance of his application for Excess Rights Shares with Warrants;
 - (e) in respect of the Rights Shares with Warrants for which his Electronic Application has been successfully completed and not rejected, acceptance of the Applicant's Electronic Application shall be constituted by written notification by or on behalf of the Company and not otherwise, notwithstanding any payment received by or on behalf of the Company; and
 - (f) unless expressly provided to the contrary in this Offer Information Statement or the Electronic Application with respect to enforcement against the Applicant, a person who is not a party to any contracts made pursuant to this Offer Information Statement or the Electronic Application has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of such contracts. Notwithstanding any term contained in this Offer Information Statement or the Electronic Application, the consent of any third party is not required for any subsequent agreement by the relevant parties to amend or vary (including any release or compromise of liability) or terminate such contracts. Where the third parties are conferred rights under such contracts, those rights are not assignable or transferable.
16. The Applicant should ensure that his personal particulars as recorded by both CDP and the relevant Participating Banks are correct and identical. Otherwise, his Electronic Application may be liable to be rejected. The Applicant should promptly inform CDP of any change in his address, failing which the notification letter on successful allotment and other correspondence will be sent to his address last registered with CDP.
17. The existence of a trust will not be recognised. Any Electronic Application by a trustee must be made in his own name and without qualification. The Company will reject any application by any person acting as nominee.
18. In the event that the Applicant accepts or subscribes for the provisionally allotted Rights Shares with Warrants or (if applicable) applies for Excess Rights Shares with Warrants, as the case may be, by way of ARE or ARS or by way of Electronic Application through the ATMs, the provisionally allotted Rights Shares with Warrants and/or Excess Rights Shares with Warrants will be allotted in such manner as the Company or CDP may, in their absolute discretion, deem fit and the amount paid on acceptance and (if applicable) application or the surplus application monies, as the case may be, will be refunded, without interest or any share of revenue or other benefit arising therefrom, within three (3) business days after the commencement of trading of the Rights Shares with Warrants by any one or a combination of the following:
- (a) by means of a crossed cheque sent **BY ORDINARY POST AT HIS OWN RISK** to his mailing address as maintained with CDP or in such other manner as he may have agreed with CDP for the payment of any cash distributions if he accepts and (if applicable) applies through CDP; and
 - (b) crediting the Applicant's bank account with the Participating Bank at his own risk if he accepts and (if applicable) applies through an ATM.

APPENDIX 4 – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

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

1 INTRODUCTION

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

PAL incorporating:

| | |
|---|---------------|
| Form of Acceptance | Form A |
| Request for Splitting | Form B |
| Form of Renunciation | Form C |
| Form of Nomination | Form D |
| Excess Rights Shares with Warrants Application Form | Form E |

1.2 The provisional allotment of the Rights Shares with Warrants and application for Excess Rights Shares with Warrants are governed by the terms and conditions of this Offer Information Statement, the PAL and (if applicable) the Constitution of the Company. The number of Rights Shares provisionally allotted to Entitled Scripholders is indicated in the PAL (fractional entitlements, if any, to be disregarded). Entitled Scripholders may accept their provisional allotments, in full or in part, and are eligible to apply for Rights Shares with Warrants in excess of their entitlements under the Rights cum Warrants Issue.

1.3 Full instructions for the acceptance of and payment for the Rights Shares with Warrants provisionally allotted to Entitled Scripholders and the procedures to be adopted should they wish to renounce, transfer or split their provisional allotments are set out in the PAL.

1.4 Where any acceptance, application and/or payment does not conform strictly to the instructions set out under this Offer Information Statement, the ARE, the ARS, the PAL, (if applicable) the Constitution of the Company and/or any other application form for the Rights Shares with Warrants and/or Excess Rights Shares with Warrants, or is illegible, incomplete, incorrectly completed or which is accompanied by an improperly or insufficiently drawn remittance, the Company and/or the Share Registrar may, at their absolute discretion, reject or treat as invalid any such acceptance, application, payment and/or other processes of remittances at any time after receipt in such manner as they/it may deem fit.

1.5 The Company and the Share Registrar shall be entitled to process each application submitted for the acceptance of Rights Shares with Warrants, and where applicable, application of Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue and the payment received in relation thereto, pursuant to such application, by an Entitled Scripholder, on its own, without regard to any other application and payment that may be submitted by the same Entitled Scripholder. For the avoidance of doubt, insufficient payment for an application may render the application invalid; evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application and (if applicable) application for Excess Rights Shares with Warrants.

1.6 **THE FULL AMOUNT PAYABLE FOR THE RELEVANT NUMBER OF RIGHTS SHARES WITH WARRANTS ACCEPTED/APPLIED FOR WILL BE ROUNDED UP TO THE NEAREST WHOLE CENT, IF APPLICABLE.**

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

APPENDIX 4 – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

- 1.8 Unless expressly provided to the contrary in this Offer Information Statement and/or the PAL, a person who is not a party to this Offer Information Statement and/or the PAL has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

2 FORM OF ACCEPTANCE (FORM A)

2.1 Acceptance

Entitled Scripholders who wishes to accept their entire provisional allotment of Rights Shares with Warrants or to accept any part of it and decline the balance, should complete and sign the Form of Acceptance (Form A) for the number of Rights Shares with Warrants which he wishes to accept and forward at the sender's own risk, the PAL in its entirety, duly completed and signed, together with a single remittance for the payment in the prescribed manner to **CHINA MEDICAL (INTERNATIONAL) GROUP LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE, #32-01, SINGAPORE LAND TOWER, SINGAPORE 048623**, so as to reach the Share Registrar not later than **5.00 p.m. on 23 October 2017**, (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

2.2 Insufficient Payment

If no remittance is attached or the remittance attached is less than the full amount payable for the provisional allotment of Rights Shares with Warrants accepted by the Entitled Scripholder and (if applicable) the Excess Rights Shares with Warrants applied for by the Entitled Scripholder; the attention of the Entitled Scripholder is drawn to paragraph 2.3 of this Appendix 4 entitled "Appropriation" which sets out the circumstances and manner in which the Company and the Share Registrar shall be entitled to determine the number of Rights Shares with Warrants which the Entitled Scripholder has given instructions to accept.

2.3 Appropriation

An Entitled Scripholder should note that by accepting his provisional allotment of Rights Shares with Warrants, he acknowledges that, the Company and the Share Registrar, in determining the number of Rights Shares with Warrants which the Entitled Scripholder has given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of Rights Shares with Warrants, whether by way of Cashier's Order or Banker's Draft drawn on a bank in Singapore to be applied towards the payment of his acceptance of Rights Shares with Warrants.

3 REQUEST FOR SPLITTING (FORM B) AND FORM OF RENUNCIATION (FORM C)

- 3.1 Entitled Scripholders who wish to accept a portion of their provisional allotments of Rights Shares with Warrants and renounce the balance of their provisional allotments of Rights Shares with Warrants, or who wish to renounce all or part of their provisional allotments of Rights Shares in favour of more than one person, should first, using the Request for Splitting (Form B), request to have their provisional allotments of Rights Shares under the PAL split into separate PALs ("**Split Letters**") according to their requirements. The Form B together with the PAL, in its entirety, duly completed and signed, should be returned to **CHINA MEDICAL (INTERNATIONAL) GROUP LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE, #32-01, SINGAPORE LAND TOWER, SINGAPORE 048623**, so as to arrive not later than **5.00 p.m. on 16 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Split Letters will then be issued to Entitled Scripholders in accordance with their request. No Split Letters will be issued to Entitled Scripholders if Form B (together with the PAL in its entirety) is received after **5.00 p.m. on 16 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by

APPENDIX 4 – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

or on behalf of the Company).

The Company reserves the right to reject any request for Split Letters if, in the opinion of the Directors, the Rights Shares with Warrants requested for in the Split Letters are in unreasonable denominations. The surrender of the PAL purported to be signed by an Entitled Scripholder shall be conclusive evidence in favour of the Company, the Share Registrar and any other person involved in the Rights cum Warrants Issue of the title of the person(s) lodging it, or on whose behalf it is lodged, to deal with the same and to receive Split Letter(s) and to have credited to that person's Securities Account with CDP the Rights Shares with Warrants allotted to him or, if relevant, to receive physical Share certificate(s) and warrant certificate(s) and/or to receive any statement from CDP and/or refund of acceptance or application monies. Instructions relating to acceptance, payment, renunciation, nomination and consolidation set out in the PAL shall apply to the Split Letters received consequent upon the original provisional allotment of Rights Shares with Warrants being split.

- 3.2 The Split Letters representing the number of Rights Shares with Warrants which Entitled Scripholders intend to renounce, may be renounced by completing the Form for Renunciation (Form C) before delivery to the renounee. Entitled Scripholders should complete Form A of the Split Letter(s) representing that part of their provisional allotments they intend to accept, if any, and forward the said Split Letter(s) together with payment in the prescribed manner to **CHINA MEDICAL (INTERNATIONAL) GROUP LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE, #32-01, SINGAPORE LAND TOWER, SINGAPORE 048623** so as to arrive not later than **5.00 p.m. on 23 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).
- 3.3 Entitled Scripholders who wish to renounce their entire provisional allotments of Rights Shares with Warrants in favour of one person, or renounce any part of it in favour of one person and decline the balance, should complete Form C for the number of provisional allotments of Rights Shares with Warrants which they wish to renounce and deliver the PAL in its entirety to the renounee(s).

The surrender of the PAL purported to be signed by an Entitled Scripholder shall be conclusive evidence in favour of the Company, the Share Registrar and any other person involved in the Rights cum Warrants Issue of the title of the renounee to deal with it and (if applicable) to receive Split Letters and to have credited to the renounee's Securities Account with CDP the Rights Shares with Warrants renounced to him or, if relevant, to receive physical share certificate(s) and warrant certificate(s) for the Rights Shares with Warrants and/or to receive any statement from CDP and/or return or refund of surplus acceptance monies.

4 FORM OF NOMINATION (WITH CONSOLIDATED LISTING FORM) (FORM D)

Each Entitled Scripholder may consolidate the Rights Shares with Warrants provisionally allotted in the PAL together with those comprised in any PALs and/or Split Letters renounced in his favour by completing and signing Form A (Form of Acceptance) and the Consolidated Listing Form in Form D (Form of Nomination) of the PAL and attaching thereto all the said renounced PALs and/or Split Letters, each duly completed and signed and with the serial number of the Principal PAL (as hereinafter defined) stated on each of them.

A renounee who is not an Entitled Scripholder and who wishes to consolidate the provisional allotments of Rights Shares with Warrants comprised in several renounced PALs and/or Split Letters in one name only or in the name of a joint Securities Account should complete the Consolidated Listing Form in Form D (Form of Nomination) of only one PAL or Split Letter (the "**Principal PAL**") by entering therein details of the renounced PALs and/or Split Letters and attaching thereto all the said renounced PALs and/or Split Letters, each duly completed and signed, and with the serial number of the Principal PAL stated on each of them.

ALL THE RENOUNCED PALS AND SPLIT LETTERS, EACH DULY COMPLETED AND SIGNED, MUST BE ATTACHED TO FORM A OR FORM D (AS THE CASE MAY BE).

APPENDIX 4 – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

All duly completed and signed Form Ds together with PAL in its entirety, together with payment in the prescribed manner, are to reach **CHINA MEDICAL (INTERNATIONAL) GROUP LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE, #32-01, SINGAPORE LAND TOWER, SINGAPORE 048623**, so as to arrive not later than **5.00 p.m. on 23 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

5 PAYMENT

- 5.1 Payment in relation to the PALs must be made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CHINA MEDICAL (INTL) G L-RGTS ISSUE**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the name and address of the Entitled Scripholder or accepting party clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft. The completed and signed PAL and remittance should be addressed to and forwarded at the sender's own risk, to **CHINA MEDICAL (INTERNATIONAL) GROUP LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE, #32-01, SINGAPORE LAND TOWER, SINGAPORE 048623** so as to arrive not later than **5.00 p.m. on 23 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). **NO OTHER FORM OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**
- 5.2 If acceptance and payment in the manner specified in the PAL are not received by **5.00 p.m. on 23 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), the provisional allotments of Rights Shares with Warrants will be deemed to have been declined and shall forthwith lapse and become void and will cease to be capable of acceptance, and such provisional allotments of Rights Shares with Warrants not so accepted will be used to satisfy Excess Applications, if any, or disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. The Company will return all unsuccessful application monies received in connection therewith by means of a crossed cheque drawn on a bank in Singapore and sent by **ORDINARY POST and at the risk of the Entitled Scripholders or their renounee(s)**, as the case may be, without interest or any share of revenue or benefit arising therefrom, within fourteen (14) days after the Closing Date.

6 EXCESS RIGHTS SHARES WITH WARRANTS APPLICATION FORM (FORM E)

- 6.1 Entitled Scripholders who wish to apply for Excess Rights Shares with Warrants in addition to those which have been provisionally allotted to them may do so by completing and signing the Excess Rights Shares with Warrants Application Form (Form E) and forwarding it with a **SEPARATE REMITTANCE** for the full amount payable in respect of the Excess Rights Shares with Warrants applied for in the form and manner set out above, by post in the self-addressed envelope provided, **AT THEIR OWN RISK**, to **CHINA MEDICAL (INTERNATIONAL) GROUP LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE, #32-01, SINGAPORE LAND TOWER, SINGAPORE 048623**, so as to arrive not later than **5.00 p.m. on 23 October 2017** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). **NO OTHER FORM OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

FORM E IS NOT TRANSFERABLE AND MAY ONLY BE USED BY THE ENTITLED SCRIPHOLDERS NAMED THEREIN.

APPENDIX 4 – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

- 6.2 The Excess Rights Shares with Warrants available for application are subject to the terms and conditions contained in the PAL, Form E, this Offer Information Statement and (if applicable) the Constitution of the Company. Applications for Excess Rights Shares with Warrants will, at the Directors' absolute discretion, be satisfied from such Rights Shares with Warrants as are not validly taken up by the Entitled Shareholders or their respective renounee(s) or the Purchaser(s) of the provisional allotments of Rights Shares with Warrants, the unsold "nil-paid" provisional allotment of Rights Shares with Warrants (if any) of Foreign Shareholders and any Rights Shares with Warrants that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the PAL, Form E, this Offer Information Statement and (if applicable) the Constitution of the Company. In the event that applications are received by the Company for more Excess Rights Shares with Warrants than are available, the Excess Rights Shares with Warrants available will be allotted in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. In the allotment of Excess Rights Shares with Warrants, preference will be given to Shareholders for 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 through a nominee) on the Board will rank last in priority for the rounding of odd lots and allotment of Excess Rights Shares with Warrants. The Company will not make any allotment and issue of Rights Shares with Warrants that will result in a transfer of controlling interest in the Company unless otherwise approved by Shareholders in a general meeting. The Company reserves the right to allot the excess Rights Shares with Warrants applied for under Form E in any manner as the Directors may deem fit and to reject or refuse, in whole or in part, any application for Excess Rights Shares with Warrants without assigning any reason whatsoever.
- 6.3 In the event that the number of the excess Rights Shares with Warrants allotted to Entitled Scripholders is less than the number of excess Rights Shares with Warrants applied for, Entitled Scripholders shall be deemed to have accepted the number of excess Rights Shares with Warrants actually allotted to them.
- 6.4 If no Excess Rights Shares with Warrants are allotted to Entitled Scripholders or if the number of Excess Rights Shares with Warrants allotted to them is less than that applied for, it is expected that the amount paid on application or the surplus application monies for Excess Rights Shares with Warrants received by the Company, as the case may be, will be refunded to them by the Company without interest or any share of revenue or other benefit arising therefrom within fourteen (14) days after the Closing Date by means of a crossed cheque drawn on a bank in Singapore and sent **BY ORDINARY POST** to their mailing addresses as maintained with the Share Registrar **at their own risk**.
- 7 GENERAL**
- 7.1 No acknowledgements or receipts will be issued in respect of any acceptances, remittances or applications.
- 7.2 **Entitled Scripholders or renounees (as the case may be) who are in any doubt as to the action they should take should consult their stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.**
- 7.3 Upon listing and quotation of the Rights Shares, the Warrants and the New Shares on Catalist, any trading of the Rights Shares, the Warrants and the New Shares on Catalist will be via the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) of the Rights Shares, the Warrants and the New Shares effected through Catalist and/or CDP shall be in accordance with the CDP's "Terms and Conditions for Operation of Securities Accounts with CDP", as the same may be amended from time to time. Copies of the above are available from CDP.

APPENDIX 4 – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

- 7.4 To facilitate scripless trading, Entitled Scripholders and their renounees who wish to accept their provisional allotment of the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants, and who wish to trade the Rights Shares with Warrants issued to them on Catalist under the book entry (scripless) settlement system, should open and maintain Securities Accounts with CDP in their own names (if they do not already maintain such Securities Accounts) before accepting any provisional allotment of the Rights Shares with Warrants or applying for any Excess Rights Shares with Warrants in order for the number of Rights Shares with Warrants and, if applicable, the Excess Rights Shares with Warrants that may be allotted and issued to them to be credited by CDP into their Securities Accounts. Entitled Scripholders and their renounees who wish to accept the provisional allotments of the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants must fill in their Securities Accounts numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL. Entitled Scripholders and their renounees who fail to do so or whose particulars are incorrect or invalid or whose particulars as provided differ from those particulars in their Securities Accounts maintained with CDP, will be issued physical certificates in their own names for the Rights Shares with Warrants allotted to them and if applicable, the Excess Rights Shares with Warrants allotted to them. Such physical certificates, if issued, will be forwarded to such person(s) entitled thereto by ordinary post at their own risk, but will not be valid for delivery pursuant to trades done on Catalist under the book-entry (scripless) settlement system, although they will continue to be *prima facie* evidence of legal title.
- 7.5 If the Entitled Scripholders' addresses stated in the PAL are different from their addresses registered with CDP, they must inform CDP of their updated addresses promptly, failing which the notification letters, on successful allotment and other correspondence will be sent to their addresses last registered with CDP.
- 7.6 A holder of physical share certificate(s), or an Entitled Scripholder who has not deposited his share certificate(s) with CDP but who wishes to trade on Catalist, must deposit his share certificate(s), together with the duly executed instrument(s) of transfer, in favour of CDP, and have his Securities Account credited with the number of Rights Shares with Warrants or existing Shares, as the case may be, before he can effect the desired trade.
- 7.7 **THE FINAL TIME AND DATE FOR ACCEPTANCES AND/OR APPLICATIONS AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS UNDER THE RIGHTS CUM WARRANTS ISSUE IS 5.00 P.M. ON 23 OCTOBER 2017 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY).**
- 8 PERSONAL DATA PRIVACY**

By completing and delivering the PAL, an Entitled Scripholder or a renounee (i) consents to the collection, use and disclosure of his personal data by the Share Registrar, CDP, the CPF Board, SGX-ST and the Company for the purpose of facilitating his application for the Rights Shares with Warrants, and in order for the aforesaid persons to comply with any applicable laws, listing rules, regulations and/or guidelines, (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with the applicable laws, and (iii) agrees that he will indemnify the Share Registrar, CDP, the CPF Board, SGX-ST and the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

APPENDIX 5 – LIST OF PARTICIPATING BANKS

LIST OF PARTICIPATING BANKS

PARTICIPATING BANKS FOR ELECTRONIC APPLICATIONS THROUGH AN ATM:

1. DBS Bank Ltd. (including POSB); and
2. United Overseas Bank Limited and its subsidiary, Far Eastern Bank Limited.

DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept responsibility for the accuracy of the information given in this Offer Information Statement and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, this Offer Information Statement constitutes full and true disclosure of all material facts about the 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 Offer Information Statement misleading. Where information in this Offer Information Statement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from such sources and/or reproduced in this Offer Information Statement in its proper form and context.

Dated this _____ day of _____ 2017.

For and on behalf of

CHINA MEDICAL (INTERNATIONAL) GROUP LIMITED

Mr Tai Kok Chuan
(Executive Chairman)

Mr Hano Maeloa
(Non-Executive Director)

Mr Chew Soo Lin
(Independent Director)

Mr Yap Sian Sin
(Independent Director)

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