

**OFFER INFORMATION STATEMENT DATED 6 AUGUST 2014**  
(Lodged with the Monetary Authority of Singapore on 6 August 2014)

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

A copy of this offer information statement (the “**Offer Information Statement**”), together with a copy of the Provisional Allotment Letter (“**PAL**”), the Application Form for Rights Shares with Warrants and Excess Rights Shares with Warrants (“**ARE**”) and the Application Form for Rights Shares with Warrants (“**ARS**”) have been lodged with the Monetary Authority of Singapore (the “**Authority**”). The Authority assumes no responsibility for the contents of this Offer Information Statement, the PAL, the ARE and the ARS. Lodgement of this Offer Information Statement with the Authority does not imply that the Securities, Futures and Derivatives Act (Chapter 289) of Singapore, or any other legal or regulatory requirements, have been complied with. The Authority has not, in any way, considered the merits of the Rights cum Warrants Issue (as defined herein), the Rights Shares (as defined herein), the Warrants (as defined herein) and the Warrant Shares (as defined herein) being offered for investment.

Approval in-principle has been obtained from the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) for the listing and quotation of the Rights Shares, the Warrants and the Warrant Shares on the Official List of the SGX-ST, subject to certain conditions. The Rights Shares, the Warrants and the Warrant Shares will be admitted to the Official List of the SGX-ST and the official listing and quotation will commence after all conditions imposed by the SGX-ST are satisfied, including the certificates for the Rights Shares, Warrants and the Warrant Shares having been issued, the notification letters from The Central Depository (Pte) Limited (the “**CDP**”) having been dispatched and (in the case of Warrants) there being a sufficient spread of holdings of the Warrants to provide for an orderly market in the trading of the Warrants.

**It should be noted that the Warrants may not be listed and quoted on the SGX-ST in the event that there is an inadequate spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants. In such event, holders of Warrants will not be able to trade their Warrants on the SGX-ST. However, if holders of the Warrants were to exercise their Warrants to subscribe for Warrants Shares, subject to the terms and conditions of the Warrants, such Warrant Shares will be listed and quoted on the SGX-ST.**

The SGX-ST assumes no responsibility for the accuracy of any of the statements made, reports contained or opinions expressed herein. Approval in-principle granted by the SGX-ST for admission to the Official List of the SGX-ST and the listing and quotation of the Rights Shares, the Warrants and the Warrant Shares is not an indication of the merits of the Rights cum Warrants Issue, the Shares (as defined herein), the Rights Shares, the Warrants, the Warrant Shares, OLS Enterprise Ltd. (formerly known as Transcu Group Limited) (the “**Company**”) and/or its subsidiaries and their securities.

No Rights Shares and/or Warrants shall be allotted or allocated on the basis of this Offer Information Statement later than six (6) months after the date of lodgement of this Offer Information Statement.

## **OLS ENTERPRISE LTD.**

(formerly known as Transcu Group Limited)  
(Incorporated in the Republic of Singapore on 24 July 1968)  
(Company Registration Number: 196800320E)

**RENOUNCEABLE NON-UNDERWRITTEN RIGHTS ISSUE OF UP TO 824,318,595 SHARES IN THE CAPITAL OF THE COMPANY (THE “RIGHTS SHARES”) AT AN ISSUE PRICE OF S\$0.008 FOR EACH RIGHTS SHARE, AND UP TO 824,318,595 FREE DETACHABLE WARRANTS (THE “WARRANTS”), WITH EACH WARRANT CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) SHARE (THE “WARRANT SHARE”) AT AN EXERCISE PRICE OF S\$0.009 FOR EACH WARRANT SHARE, ON THE BASIS OF FIVE (5) RIGHTS SHARES WITH FIVE (5) WARRANTS FOR EVERY ONE (1) SHARE HELD BY SHAREHOLDERS AS AT THE BOOKS CLOSURE DATE (AS DEFINED HEREIN), FRACTIONAL ENTITLEMENTS TO BE DISREGARDED (THE “RIGHTS CUM WARRANTS ISSUE”)**

### **IMPORTANT DATES AND TIMES:**

Last date and time for splitting	:	15 August 2014 at 5.00 p.m.
Last date and time for acceptance of and payment	:	21 August 2014 at 5.00 p.m. (9.30 p.m. for Electronic Applications (as defined herein))
Last date and time for renunciation and payment	:	21 August 2014 at 5.00 p.m. (9.30 p.m. for Electronic Applications (as defined herein))
Last date and time for excess application and payment	:	21 August 2014 at 5.00 p.m. (9.30 p.m. for Electronic Applications (as defined herein))



## 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 exclude Entitled Scripholders, CPFIS Shareholders and investors who hold Shares through finance companies or Depository Agents), 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, acceptances of the Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants may be made through the Share Registrar, B.A.C.S Private Limited.**

**For investors who hold Shares through finance companies or Depository Agents, the acceptances of their Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants must be done through their respective finance companies or Depository Agents, and in the case of investors who had bought Shares under the CPF Investment Scheme – Ordinary Account (“CPFIS Shareholders”), their respective approved CPF agent banks. Any application made directly to CDP or through ATMs will be rejected.**

**For CPFIS Shareholders, acceptances of their Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants can only be made using, subject to applicable CPF rules and regulations, their CPF accounts savings (“CPF Funds”). In the case of insufficient CPF Funds or stock limit, CPFIS Shareholders could top up cash into their CPF Investment Accounts before instructing their respective approved CPF agent banks to accept the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. CPF Funds cannot, however, be used for the purchase of the provisional allotments of the Rights Shares with Warrants directly from the market.**

**For renounees of Entitled Shareholders or purchasers whose provisional allotment of Rights Shares with Warrants traded on the SGX-ST during the rights trading period (“Purchasers”) 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 no later than the deadlines set by them 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 at ATMs of Participating Banks, the Share Registrar and/or the Company will be rejected.**

The existing Shares are quoted on the Official List of the SGX-ST.

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 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 and the Warrants. They should also 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 stockbroker, bank manager, solicitor, accountant or other professional adviser before deciding whether to acquire 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 or the issue of the Rights Shares and the Warrants and, if given or made, such information or representations must not be relied upon as having been authorised by the Company.

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 and/or the Group. Neither the delivery of this Offer Information Statement nor the issue of the Rights Shares with Warrants and/or the Warrant Shares shall, under any circumstances, constitute a continuing representation, or give rise to any implication, that there has been no change in the affairs of the Company and/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 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 document, as the case may be, shall be deemed to have notice of such changes.

No representation is made by the Company in this Offer Information Statement to any person regarding the legality of an investment in the Rights Shares, the Warrants, the Warrant Shares and/or the Shares, by such person under any investment or any other laws or regulations. No formation in this Offer Information Statement should be considered to be business, legal or tax advice. Each prospective investor should consult his own professional or other adviser for business, legal or tax advice regarding an investment in the Rights Shares, the Warrants, the Warrant Shares and/or the Shares.

Nothing in this Offer Information Statement or the accompanying documents shall be construed as a recommendation to accept or purchase the Rights Shares, the Warrants and/or the Warrant Shares.

Prospective subscribers of the Rights Shares, the Warrants and/or the Warrant Shares should rely on their own investigation of the financial condition and affairs, appraisal and determination of the merits of investing in the Company and/or the Group and shall be deemed to have done so.

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

**This Offer Information Statement, the PAL, the ARE and the ARS, may not be used for the purpose of, and do not constitute an offer, invitation or solicitation to anyone in any jurisdiction or under any circumstances in which such 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. Entitled Shareholders or any other person having possession of this Offer Information Statement and/or its accompanying documents are advised to inform themselves of and observe such prohibitions and restrictions at their own expense and without liability to the Company. 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.**

## TABLE OF CONTENTS

<b>DEFINITIONS</b> .....	1
<b>EXPECTED TIMETABLE OF KEY EVENTS</b> .....	8
<b>ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE</b> .....	9
<b>TRADING</b> .....	12
<b>CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS</b> .....	14
<b>RISK FACTORS</b> .....	15
<b>TAKE-OVER LIMITS</b> .....	22
<b>SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005</b> .....	23
<b>ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS ISSUES UNDER APPENDIX 8.2 OF THE SGX-ST LISTING MANUAL</b> .....	70
<b>APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS</b> .....	72
<b>APPENDIX B – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS</b> .....	94
<b>APPENDIX C – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS</b> .....	105
<b>APPENDIX D – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH ATMS OF PARTICIPATING BANKS</b> .....	110
<b>APPENDIX E – CONSOLIDATED INCOME STATEMENTS</b> .....	116
<b>APPENDIX F – CONSOLIDATED BALANCE SHEETS</b> .....	118
<b>APPENDIX G – LIST OF PARTICIPATING BANKS</b> .....	120

*This page has been intentionally left blank.*

## DEFINITIONS

For the purposes of this Offer Information Statement, the PAL, the ARE and the ARS, the following terms shall, unless the context otherwise requires, have the following meanings:-

- “Act” or “Companies Act”** : The Companies Act, Chapter 50, of Singapore, as amended or modified from time to time
- “ARE”** : The 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”** : The 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 the Main Board of the SGX-ST through the book-entry (scripless) settlement system
- “ATM”** : Automated teller machine(s) of a Participating Bank
- “Authority”** : The Monetary Authority of Singapore
- “Board” or “Board of Directors”** : The board of directors of the Company, as at the date of this Offer Information Statement
- “Books Closure Date”** : 5.00 p.m. on 4 August 2014, being the time and date at and on which the Register of Members and the Depository Register will be closed to determine the provisional allotments of Rights Shares with Warrants of Entitled Shareholders under the Rights cum Warrants Issue
- “CDP”** : The Central Depository (Pte) Limited
- “Closing Date”** : (a) 5.00 p.m. on 21 August 2014, 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 renunciation, 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 21 August 2014, 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 renunciation, acceptance and/or excess application and payment of the Rights Shares with Warrants under the Rights cum Warrants Issue through an ATM
- “Code”** : The Singapore Code on Takeovers and Mergers, as amended or modified from time to time
- “Company”** : OLS Enterprise Ltd. (Company Registration Number: 196800320E) (formerly known as Transcu Group Limited)

<b>“Conditional Share Purchase Agreement”</b>	:	The conditional share purchase agreement dated 16 April 2014 entered into between (a) the Company; and (b) Wong Swee Chun Contractor Pte Ltd, Wong Swee Chun, Tang Loi Hup, Wong Sjew Hung, Wong Chee Herng, Kenneth Loo and Chuah Hwa Lim (collectively, the <b>“Vendors”</b> ) in relation to the Proposed Acquisition
<b>“Consideration Shares”</b>	:	Such number of new Shares representing not less than 79.89% of the enlarged share capital of the Company as may be allotted and issued by the Company to the Vendors and/or their nominees in accordance with the terms and conditions of the Conditional Share Purchase Agreement
<b>“Controlling Shareholder”</b>	:	A person who:- <ul style="list-style-type: none"> <li>(a) holds directly or indirectly 15% or more of the total number of Shares excluding treasury shares in the Company. The SGX-ST may determine that a person who satisfies this paragraph is not a Controlling Shareholder; or</li> <li>(b) in fact exercises control over the Company, and <b>“Controlling Interest”</b> shall be construed accordingly</li> </ul>
<b>“CPF”</b>	:	The Central Provident Fund
<b>“CPF Funds”</b>	:	Has the meaning ascribed to it in the section entitled “Important Notice” on pages i to ii of this Offer Information Statement
<b>“CPFIS Shareholders”</b>	:	Persons who had previously bought Shares under the CPF Investment Scheme – Ordinary Account
<b>“Deed Poll”</b>	:	The deed poll dated 6 August 2014 for the purposes of constituting the Warrants and containing, <i>inter alia</i> , provisions for the protection of the rights and interests of the Warrantholders
<b>“Directors”</b>	:	The directors of the Company, as at the date of this Offer Information Statement
<b>“EGM”</b>	:	The extraordinary general meeting of Shareholders of the Company held on 9 July 2014 in connection with the Rights cum Warrants Issue
<b>“Electronic Application”</b>	:	The acceptance of the Rights Shares with Warrants and (if applicable) the 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
<b>“Entitled Depositors”</b>	:	Shareholders with Shares entered against their names in the Depository Register, maintained by CDP, as at the Books Closure Date and whose registered addresses with CDP are in Singapore as at the Books Closure Date or who have, at least five (5) Market Days prior to the Books Closure Date, provided CDP with addresses in Singapore for the service of notices and documents



<b>“Entitled Scripholders”</b>	:	Shareholders whose share certificates have not been deposited with CDP and who have tendered to the Share Registrar with valid transfers of their Shares and the certificates relating thereto for registration up to the Books Closure Date and whose registered addresses with the Company are in Singapore as at the Books Closure Date or who have, at least five (5) Market Days prior to the Books Closure Date, provided the Share Registrar with addresses in Singapore for the service of notices and documents
<b>“Entitled Shareholders”</b>	:	Entitled Depositors and Entitled Scripholders
<b>“EPS”</b>	:	Earnings per Share
<b>“Excess Applications”</b>	:	Applications by Entitled Shareholders of the Rights Shares with Warrants in excess of their provisional allotments of Rights Shares with Warrants
<b>“Excess Rights Shares with Warrants”</b>	:	The provisional allotments of Rights Shares with Warrants which are not taken up as at the close of the Rights cum Warrants Issue, and which may be applied and subscribed for by Entitled Shareholders which are in excess of the number of Rights Shares with Warrants provisionally allotted to such Entitled Shareholders
<b>“Exercise Period”</b>	:	The period during which the Warrants may be exercised commencing on and including the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the third (3 <sup>rd</sup> ) anniversary of the date of issue of the Warrants, unless such date is a date on which the Warrant Register is closed or is not a Market Day, in which event the Warrants shall expire on the date prior to the closure of the Warrant Register or the immediately preceding Market Day, as the case may be (but excluding such period(s) during which the Warrant Register may be closed), pursuant to the terms and conditions of the Warrants as set out in the Deed Poll. The right to exercise the Warrants will not be extended beyond the Exercise Period
<b>“Exercise Price”</b>	:	The price payable for each Warrant Share upon the exercise of a Warrant which shall be S\$0.009, subject to certain adjustments in accordance with the terms and conditions of the Warrants as set out in the Deed Poll
<b>“Foreign Purchasers”</b>	:	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 at the time of purchase and who had not, at least five (5) 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
<b>“Foreign Shareholders”</b>	:	Shareholders with registered addresses outside Singapore as at the Books Closure Date, and who have not, at least five (5) Market Days prior to the Books Closure Date, provided to CDP or the Share Registrar, as the case may be, addresses in Singapore for the service of notices and documents
<b>“FY”</b>	:	Financial year ended or ending 31 March

<b>“Group”</b>	:	The Company and its Subsidiary
<b>“Issue Price”</b>	:	The issue price of S\$0.008 for each Rights Share
<b>“Latest Practicable Date”</b>	:	25 July 2014, being the latest practicable date prior to the date of lodgement of this Offer Information Statement
<b>“LPS”</b>	:	Loss per Share
<b>“Market Day”</b>	:	A day on which the SGX-ST is open for trading in securities
<b>“Maximum Rights Subscription and Warrant Conversion Scenario”</b>	:	The scenario which assumes that all Rights Shares are fully subscribed and all Warrants are exercised, an aggregate of 1,648,637,190 new Shares will be issued pursuant thereto
<b>“Maximum Rights Subscription with No Warrant Conversion Scenario”</b>	:	The scenario which assumes that all Rights Shares are fully subscribed and none of the Warrants are exercised, an aggregate of 824,318,595 new Shares will be issued pursuant thereto
<b>“NAV”</b>	:	Net asset value
<b>“Offer Information Statement”</b>	:	This offer information statement referred to in Section 277 of the Securities and Futures Act to be issued by the Company and to be lodged with the SGX-ST, acting as an agent on behalf of the Authority in connection with the Rights cum Warrants Issue and, where the context admits, the ARE, the ARS, the PAL and any supplementary or replacement document thereof which may be issued by the Company in connection with the Rights cum Warrants Issue
<b>“PAL”</b>	:	The provisional allotment letter to be issued to the Entitled Scripholders, setting out the provisional allotment of Rights Shares with Warrants of such Entitled Scripholders under the Rights cum Warrants Issue
<b>“Participating Banks”</b>	:	The banks that will be participating in the Rights cum Warrants Issue by making available their ATMs to Entitled Depositors and persons purchasing provisional allotments of Rights Shares with Warrants through the book-entry (scripless) settlement system whose registered addresses with CDP are in Singapore, for acceptance of the Rights Shares with Warrants and Excess Applications, as the case may be, to be made under the Rights cum Warrants Issue
<b>“Proposed Acquisition”</b>	:	The proposed acquisition of the entire issued and paid up share capital of Straits Construction Group Pte Ltd by the Company from the Vendors, on and subject to the terms and conditions of the Conditional Share Purchase Agreement
<b>“Purchasers”</b>	:	Persons purchasing the provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue traded on the Main Board of the SGX-ST through the book-entry (scripless) settlement system whose registered addresses with CDP are within Singapore

<b>“Record Date”</b>	:	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 CDP, as the case may be, in order to participate in such dividends, rights, allotments or other distributions
<b>“Register of Members”</b>	:	The register of members of the Company
<b>“Rights cum Warrants Issue”</b>	:	The proposed renounceable non-underwritten rights issue of up to 824,318,595 Rights Shares at the Issue Price, and up to 824,318,595 Warrants, with each Warrant carrying the right to subscribe for one (1) Warrant Share at the Exercise Price, on the basis of five (5) Rights Shares with five (5) Warrants for every one (1) existing Share held by the Shareholders as at the Books Closure Date, fractional entitlements to be disregarded
<b>“Rights Shares”</b>	:	Up to 824,318,595 new Shares to be allotted and issued by the Company pursuant to the Rights cum Warrants Issue
<b>“Securities Account”</b>	:	A securities account maintained by a Depositor with CDP, but does not include securities sub-accounts maintained with a Depository Agent
<b>“SFA” or “Securities and Futures Act”</b>	:	The Securities and Futures Act, Chapter 289, of Singapore, as amended or modified from time to time
<b>“SGXNET”</b>	:	The online information system of the SGX-ST used by listed companies to disseminate corporate information
<b>“SGX-ST”</b>	:	The Singapore Exchange Securities Trading Limited
<b>“SGX-ST Listing Manual”</b>	:	The listing manual of the SGX-ST, as amended or modified from time to time
<b>“Share Consolidation”</b>	:	The consolidation of every sixty-five (65) existing Shares held by Shareholders into one (1) Share as at the share consolidation books closure date, being 24 July 2014
<b>“Share Registrar”</b>	:	B.A.C.S. Private Limited located at 63 Cantonment Road, Singapore 089758
<b>“Shareholders”</b>	:	Registered holders of Shares, except that where the registered holder is CDP, the term <b>“Shareholder”</b> shall, where the context admits, mean the persons named as Depositors in the Depository Register maintained by CDP and to whose Securities Accounts such Shares are credited
<b>“Share” or “Shares”</b>	:	Issued ordinary share(s) in the capital of the Company at any time or from time to time
<b>“Substantial Shareholder”</b>	:	A person who holds directly or indirectly 5% or more of the total votes attached to all the voting Shares as defined under Section 81 of the Companies Act
<b>“Warrant Agent”</b>	:	B.A.C.S. Private Limited located at 63 Cantonment Road, Singapore 089758

“Warrant Shares”	:	The new Shares to be issued by the Company, credited as fully paid, upon the exercise of the Warrants in accordance with the Deed Poll, 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 pursuant to the terms and conditions of the Warrants as set out in the Deed Poll
“Warrant Register”	:	The register of Warranholders to be maintained, subject to the terms and conditions as set out in the Deed Poll
“Warranholder”	:	Registered holder of the Warrants, except that where the registered holder is CDP, the term “Warranholder” shall, in relation to such Warrants and where the context so admits, mean the Entitled Depositors whose Securities Accounts are credited with such Warrants
“Warrants”	:	Up to 824,318,595 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 as 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 and for all purposes to form part of the same series of Warrants constituted by the Deed Poll), subject to the terms and conditions to be set out in the Deed Poll, each Warrant entitling the Warranholder to subscribe for one (1) Warrant Share at the Exercise Price, subject to the terms and conditions as set out in the Deed Poll
“JPY”	:	Japanese yen, the lawful currency of Japan
“S\$” and “cents”	:	Singapore dollars and cents, respectively, the lawful currency of the Republic of Singapore
“US\$”	:	United States of America dollars, the lawful currency of the United States of America
“%” or “per cent.”	:	Per centum or percentage

The terms “**Depositor**”, “**Depository**”, “**Depository Agent**” and “**Depository Register**” shall have the same meanings ascribed to them respectively in Section 130A of the Act.

The term “**Subsidiary**” or “**Subsidiaries**” shall have the same meaning ascribed to it by Section 5 of the Act.

Words importing the singular shall, where applicable, include the plural and *vice versa* and words importing the masculine gender shall, where applicable, include the feminine and neuter genders 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 a time of day and date in this Offer Information Statement, the PAL, the ARE or the ARS shall be a reference to Singapore time and date respectively, 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) 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 discrepancies in figures included in this Offer Information Statement between the listed amounts and the totals thereof are due to rounding. Accordingly, figures shown as totals in certain tables in this Offer Information Statement may not be an arithmetic aggregation of the figures that precede them.

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

Any reference in this Offer Information Statement to a Rule or a Chapter is a reference to the relevant rule or chapter in the SGX-ST Listing Manual as for the time being amended.

Any reference to any agreement or document shall include such agreement or document as amended, modified, varied, novated, supplemented or replaced from time to time.

#### **Exchange Rate**

For the purpose of this Offer Information Statement, unless otherwise stated, the following exchange rate as published on Bloomberg as of 5.00 p.m. on 25 July 2014 will be applied throughout this Offer Information Statement for illustrative purposes only:-

**US\$1 to S\$1.2409**

## EXPECTED TIMETABLE OF KEY EVENTS

Shares trade ex-rights	:	31 July 2014
Books Closure Date	:	4 August 2014
Dispatch of the Offer Information Statement (together with the ARE or PAL, as the case may be, to Entitled Shareholders)	:	7 August 2014
Commencement of trading of “nil-paid” rights	:	7 August at 9.00 a.m.
Last date and time for trading of “nil-paid” rights	:	15 August 2014 at 5.00 p.m.
Last date and time for splitting Rights Shares with Warrants entitlement	:	15 August 2014 at 5.00 p.m.
Last date and time for acceptance of and payment for Rights Shares with Warrants	:	21 August 2014 at 5.00 p.m. (9.30 p.m. for Electronic Applications via ATM of Participating Banks)
Last date and time for acceptance of and payment for Rights Shares with Warrants by renounees	:	21 August 2014 at 5.00 p.m. (9.30 p.m. for Electronic Applications via ATM of Participating Banks)
Last date and time for acceptance of and payment for Excess Rights Shares with Warrants	:	21 August 2014 at 5.00 p.m. (9.30 p.m. for Electronic Applications via ATM of Participating Banks)
Expected date for issuance of Rights Shares with Warrants	:	28 August 2014
Expected date for crediting of Rights Shares with Warrants	:	29 August 2014
Expected date for refund of unsuccessful or invalid applications (if made through CDP)	:	29 August 2014
Expected date for commencement of trading of Rights Shares on the SGX-ST	:	29 August 2014
Expected date for commencement of trading of Warrants (subject to there being an adequate spread of holdings in the Warrants to provide for an orderly market in the trading of the Warrants) on the SGX-ST	:	1 September 2014

Pursuant to Rule 820(1) of the SGX-ST Listing Manual, the Rights cum Warrants Issue will not be withdrawn after the Shares have commenced ex-rights trading.

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, with the approval of the SGX-ST, modify the above timetable subject to any limitations under any applicable laws. In such an event, the Company will publicly announce any change to the above timetable through an SGXNET announcement to be posted on the SGX-ST’s website at [www.sgx.com](http://www.sgx.com).

## ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

### 1. Entitled Shareholders

Entitled Shareholders are entitled to participate in the Rights cum Warrants Issue and to receive this Offer Information Statement together with the ARE or the 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 AREs may obtain them from CDP during the period up to the Closing Date. Entitled Scripholders who do not receive this Offer Information Statement and the PALs may obtain them from the Share Registrar during the period up to the Closing Date.

Entitled Shareholders will be provisionally allotted the Rights Shares with Warrants on the basis of their shareholdings as at the Books Closure Date. Entitled Shareholders are at liberty to accept, decline, renounce or in the case of Entitled Depositors only, trade on the SGX-ST (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 Excess Rights Shares with Warrants under the Rights cum Warrants Issue. For the avoidance of doubt, only Entitled Shareholders (and not the Purchaser or the renounees) shall be entitled to apply for Excess Rights Shares with Warrants.

**All dealings in, and transactions of, the provisional allotments of Rights Shares with Warrants through the SGX-ST 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 the SGX-ST.**

Entitled Depositors should note that all correspondences and notices will be sent to their last registered addresses with CDP. Entitled Depositors are reminded that any request to CDP to update their records or effect any change in address must reach CDP at 11 North Buona Vista Drive, #06-07 The Metropolis Tower 2, Singapore 138589 not later than three (3) Market Days before the Books Closure Date.

Entitled Scripholders should note that all correspondences and notices will be sent to their last registered addresses with the Company. Entitled Scripholders are reminded that any request to the Company to update their records or effect any change in address must reach the Share Registrar at 63 Cantonment Road, Singapore 089758, not later than three (3) Market Days before the Books Closure Date.

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

An investor who holds Shares through a finance company or Depository Agent, including but without limitation an investor who has paid for his Shares using CPF Funds, will need to go through these intermediaries (which in the case of Shares previously purchased using CPF Funds, the approved CPF agent banks) for his acceptance of the Rights Shares with Warrants provisionally allotted pursuant to these Shares and (if applicable) application for Excess Rights Shares with Warrants. If the investor holds Shares through such intermediaries and the investor makes an acceptance of the Rights Shares with Warrants provisionally allotted pursuant to these Shares and (if applicable) application for Excess Rights Shares with Warrants directly to CDP or through Electronic Applications, his acceptance and (if applicable) application will be rejected.

A renounee or a Purchaser should inform his finance company or Depository Agent if his purchase of provisional allotment of Rights Shares with Warrants is settled through these intermediaries. In such instances, if the renounee or the Purchaser wishes to accept the Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants purchased, he will need to go through these intermediaries who will then accept the provisional allotment of Rights Shares with Warrants on his behalf. If the renounee or the Purchaser whose purchase of provisional allotment of Rights Shares with Warrants is settled through these intermediaries makes an acceptance of the Rights Shares with Warrants directly to CDP, the Company or through Electronic Applications, his acceptance will be rejected.

The procedures for, and the terms and conditions applicable to, the acceptance, renunciation and/or sale of the provisional allotments of Rights Shares with Warrants and the application for Excess Rights Shares with Warrants, including the different modes of acceptances or application and payment, are contained in **Appendices B, C and D** of 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 not been and will not be 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 unless relevant securities requirements, whether legal or administrative, are complied with) in certain jurisdictions under the relevant securities laws of those jurisdictions. For practical reasons and in order to avoid any violation of the securities legislation applicable in countries other than Singapore, the Rights cum Warrants Issue is only made in Singapore and this Offer Information Statement and its accompanying documents have not been and will not be dispatched 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 will be made to Foreign Shareholders and no purported acceptance thereof or application therefor by any Foreign Shareholder will be valid.**

This Offer Information Statement and its accompanying documents will also not be dispatched 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 ("**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 reserves the rights 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 share certificate(s) for the Rights Shares which requires the Company to dispatch the share 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. The Company further reserves the right to reject any acceptances of any provisional allotments of the Rights Shares with Warrants and/or applications for Excess Rights Shares with Warrants where it believes, or has reason to believe, that such acceptances and/or applications may violate the applicable legislation of any jurisdiction.



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 the SGX-ST 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 to 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. If the amount of net proceeds distributable to any single Foreign Shareholder is less than S\$20.00, 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, CDP, CPF Board or the Share Registrar or their respective officers in connection therewith.

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

If such provisional allotments of Rights Shares with Warrants cannot be sold or are not sold on the SGX-ST as aforesaid for any reason by such time as the SGX-ST shall have declared to be the last day for trading in the provisional allotments of Rights Shares 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, CDP, CPF Board or the Share Registrar in connection therewith.

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

**Notwithstanding the above, Shareholders and 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 registration or other 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 for the Rights Shares with Warrants

Approval in-principle has been obtained from the SGX-ST for the dealing in, listing and quotation of the Rights Shares, the Warrants and the Warrant Shares on the Official List of the SGX-ST subject to certain conditions. The approval in-principle of the SGX-ST is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Warrant Shares, the Company and/or its subsidiaries and their securities.

Upon listing and quotation on the Official List of the SGX-ST, the Rights Shares, the Warrants and the Warrant 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 Warrant Shares effected through the SGX-ST and/or CDP shall be made in accordance with CDP's "**Terms and Conditions for Operation or 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 the SGX-ST 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 Rights Shares with Warrants or applying for any Excess Rights Shares with Warrants 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 and/or apply for the 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 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 certificates for the Rights Shares with Warrants allotted to them and if applicable, the Excess Rights Shares with Warrants allotted to them. Physical 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 the SGX-ST 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.

A holder of physical Share or Warrant certificates, or an Entitled Scripholder who has not deposited his Share or Warrant certificates with CDP but wishes to trade on the SGX-ST, must deposit with CDP the respective certificates, 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 and Warrants and/or existing Shares, as the case may be, before he can effect the desired trade.

In the event that permission is not granted by the SGX-ST for the listing and quotation of the Warrants due to insufficient spread of holdings for 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 SGX-ST Listing Manual, the SGX-ST normally requires a sufficient spread of holdings to provide an orderly market in the securities and as a guide, the SGX-ST expects at least 100 warrant holders for a class of company warrants. Accordingly, holders of Warrants will not be able to trade their Warrants on the SGX-ST if there is an insufficient spread of holdings for the Warrants. However, if a holder of Warrants were to exercise his Warrants in accordance with the terms of the Deed Poll, the Warrants Shares arising therefrom will be listed and quoted on the Official List of the SGX-ST.

### 3. Trading of Odd Lots

Shareholders should note that most counters on the SGX-ST trade in lot sizes of 1,000 shares and/or warrants.

Following the issue of the Rights Shares and the Warrants pursuant to the Rights cum Warrants Issue and the listing and quotation of such Rights Shares and Warrants on the Official List of the SGX-ST, Shareholders who hold odd lots of the Rights Shares, the Warrants and/or the Warrants Shares (i.e. lots other than board lots of 1,000 Shares or 1,000 Warrants) and who wish to trade in odd lots on the SGX-ST should note that they will be able to do so on the Unit Share Market.

In addition, the Company has applied for and obtained the approval of the SGX-ST for the establishment of the temporary counters to facilitate the trading of (a) the Rights Shares in board lots of one (1) Share per board lot for a period of approximately one (1) calendar month commencing from 29 August 2014 (being the expected date for listing of the Rights Shares) to 29 September 2014 ("**Shares Concessionary Period**"); and (b) the Warrants in board lots of one (1) Warrant per board lot for a period of one (1) calendar month commencing from 1 September 2014 (being the expected date for listing of the Warrants) to 1 October 2014 ("**Warrants Concessionary Period**"). The temporary counters are provisional in nature. Investors who continue to hold (a) in the case of the Rights Shares, odd lots of less than 1,000 Shares; or (b) in the case of Warrants, odd lots of less than 1,000 Warrants, after the Shares Concessionary Period or the Warrants Concessionary Period (as the case may be) may face difficulty and/or have to bear disproportionate transactional costs in realising the fair market price of such Shares or Warrants (as the case may be).

## 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 the Directors or its officers 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 that have a bias towards the future or are forward-looking, such as “anticipate”, “believe”, “could”, “estimate”, “expect”, “forecast”, “if”, “intent”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “will” and “would” or 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, plans and prospects are forward looking statements. These forward-looking statements, including statements as to the Group’s revenue and profitability, prospects, future plans and other matter 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 and uncertainties 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 will be 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. However, the Company may lodge a supplementary or replacement document with the Authority, in the event, *inter alia*, it becomes aware of a new circumstance that has arisen since the lodgement of this Offer Information Statement with the Authority that is materially adverse from the point of view of an investor. The Company is also subject to the provisions of the SGX-ST’s Listing Manual regarding corporate disclosure. A few special business factors or risks which are likely to be known or anticipated by the general investor and which could materially affect profits are set out under the section entitled “**Risk Factors**” of this Offer Information Statement.

## RISK FACTORS

*An investment in the Shares, the Rights Shares, the Warrants and the Warrant Shares involve a high degree of risk. Prospective investors should carefully consider and evaluate each of the material risk factors relating to the Group described below together with all of the other information contained in this Offer Information Statement before deciding whether to invest in the Rights Shares, the Warrants and the Warrant Shares. To the best of the Directors' knowledge and belief, as at the Latest Practicable Date, the risk factors (save for those which have already been disclosed to the general public) which are material to Shareholders in making an informed judgment of the Rights cum Warrants Issue have been set out in this Offer Information Statement.*

*The risks described below are not intended to be exhaustive. There may be additional risks not presently known to the Group, or that the Group may currently deem immaterial, which could affect its business, results of operations, financial condition and prospects. If any of the following considerations and uncertainties develop into actual events, the business, results of operations, financial condition, net sales, revenues, profitability, liquidity, capital resources and/or prospects of the Group could be materially or adversely affected. In that event, the trading price of the Shares, the Rights Shares, the Warrants and/or the Warrant Shares could decline, and investors may lose all or part of their investment in the Shares, the Rights Shares, the Warrants and/or the Warrant Shares.*

*This Offer Information Statement contains forward-looking statements relating to events that involve risks and uncertainties. Please see in particular the section "**Cautionary Notes on Forward-Looking Statements**" relating to such forward-looking statements.*

### 1. RISKS RELATING TO THE GROUP

#### 1.1 The Company has sustained accumulated losses and is currently in negative operating cash flow

The Company had on 3 June 2013 announced that it recorded pre-tax losses for FY2011, FY2012 and FY2013 of approximately US\$16.9 million, US\$14.6 million and US\$64.4 million respectively (based on its respective audited full year consolidated accounts excluding exceptional or non-recurrent income and extraordinary items) ("**Notice of 3 Consecutive Years' Losses**"). In the said announcement, the Company notified Shareholders of its three consecutive years' losses, and drew the investors' attention to Rule 1311 of the SGX-ST Listing Manual, which states that the SGX-ST will place an issuer on the Watch-List of the SGX-ST if it records:-

- (a) pre-tax losses for the three (3) most recently completed consecutive financial years (based on the latest announced full year consolidated accounts, excluding exceptional or non-recurrent income and extraordinary items); and
- (b) an average daily market capitalisation of less than \$40 million over the last 120 market days on which trading was not suspended or halted. For the purpose of this rule, trading is deemed to be suspended or halted if trading is ceased for a full Market Day.

The past accumulated losses have consumed much of the Group's internal cash resources and as such, the Group has been operating in negative operating cash flow for the past three (3) financial years.

Although the Group reported a net profit before tax of approximately US\$4.3 million in respect of FY2014, there is no assurance that the Group's operations will be profitable in the future. Further, there is no assurance that the Group will return to positive operating cash flow in the future.

#### 1.2 The Company is currently placed on the Watch-List of the SGX-ST

Following the Notice of 3 Consecutive Years' Losses, the Company had on 3 December 2013 received notification from the SGX-ST that the Company has been placed on the Watch-List of the SGX-ST with effect from 4 December 2013 pursuant to Rule 1311 of the SGX-ST Listing Manual.

To be removed from the Watch-List of the SGX-ST, the Company would be required to meet the requirements of Listing Rule 1314 of the SGX-ST Listing Manual within twenty-four (24) months from 4 December 2013. Rule 1314 states, *inter alia*, that an issuer may apply for its removal from the Watch-List of the SGX-ST if it satisfies any one of the following requirements:-

- (a) records consolidated pre-tax profit for the most recently completed financial year (based on the latest full year consolidated audited accounts, excluding exceptional or non-recurrent income and extraordinary items) and has an average daily market capitalisation of S\$40 million or more over the last 120 Market Days on which trading was not suspended or halted for a full Market Day; or
- (b) satisfies Listing Rule 210(3) and either one of the following requirements:-
  - (i) cumulative consolidated pre-tax profit of at least S\$7.5 million for the last three (3) years, and a minimum pre-tax profit of S\$1 million for each of those three (3) years; or
  - (ii) cumulative consolidated pre-tax profit of at least S\$10 million for the last one (1) or two (2) years. Rule 210(3)(a) applies to the last one (1) year or last two (2) years, as the case may be.

If the Company is unable to meet the requirements for removal from the Watch-List of the SGX-ST by 3 December 2015, the SGX-ST may either remove the Company from the Official List of the SGX-ST, or suspend trading of the listed securities of the Company (without the agreement of the Company) with a view to removing the Company from the Official List of the SGX-ST.

In addition, even if the Company were of the view that it has met the requirements for its removal from the Watch-List of the SGX-ST and make an application to the SGX-ST in respect thereof, the SGX-ST may still reject the application if the SGX-ST is of the opinion that there are other factors that justify the continued inclusion of the Company on the Watch-List of the SGX-ST.

In the event the SGX-ST exercises its power to remove the Company from the Official List of the SGX-ST, the Company is required to comply with the requirements of Rule 1309 of the SGX-ST Listing Manual to make a reasonable exit offer to Shareholders. Such an exit offer may be made by the Company or a controlling Shareholder of the Company and can take the form of a voluntary liquidation of the Company's assets and distribution of cash back to Shareholders. As at the Latest Practicable Date, the Directors have not considered the feasibility of any exit offer as the delisting of the Company is a contingent event which may or may not happen. Any exit offer should be assessed in light of the relevant circumstances existing at that point in time. Shareholders should also note that they may hold Shares which are illiquid in the event the Company is delisted from the SGX-ST.

**Shareholders should bear these risks in mind when deciding whether or not to participate in the Rights cum Warrants Issue as they may lose some or all of their investment in the Company if the Company were to be delisted from the SGX-ST.**

### **1.3 There is no assurance that the reverse take-over will be successfully completed**

On 21 April 2014, the Company announced that it has entered into a conditional share purchase agreement dated 16 April 2014 (the "**Conditional Share Purchase Agreement**") in relation to the proposed acquisition of the entire issued and paid up share capital of Straits Construction Group Pte Ltd (the "**Proposed Acquisition**"). Straits Construction Group Pte Ltd together with its group of subsidiaries is primarily engaged in the business of building construction in Singapore. If successful, the Proposed Acquisition is expected to result in a very substantial reverse take-over of the Group as defined in Chapter 1015 of the SGX-ST Listing Manual.

Shareholders are advised to exercise caution as the Proposed Acquisition is subject to several conditions and there is no certainty or assurance that the Proposed Acquisition will be successfully completed. In addition, there is no assurance that any expenditure incurred by the Group in pursuing the Proposed Acquisition will result in successful implementation and also no assurance that the Group's revenue will see a corresponding increase following such expenditure. If the

Company is unable to successfully complete the Proposed Acquisition or if it is unable to increase its revenues following such expenditure, the Group's business and financial performance may be materially and adversely affected and the Company may not be able to be removed from the Watch-List of the SGX-ST.

**Accordingly, Shareholders should note that there is no certainty or assurance that the SGX-ST will remove the Company from the Watch-List of the SGX-ST in view of the Proposed Acquisition.**

#### **1.4 Risks associated with the enlarged group's business**

In the event that the Proposed Acquisition is successful, it will result in a reverse take-over of the Company by Straits Construction Group Pte Ltd. The principal activity of Straits Construction Group Pte Ltd is building construction and there are many risks associated with the business of building construction. Further details of the risks associated with Straits Construction Group Pte Ltd will be set out in the circular to Shareholders in relation to the Proposed Acquisition which the Company intends to issue in due course, subject to the satisfaction of various conditions as set out in the Conditional Share Purchase Agreement. Shareholders and prospective investors are advised to refer to the circular as and when it is issued.

#### **1.5 The Group is exposed to claims and disputes**

On 18 September 2013, the Company announced that TTI ellebeau Inc., a wholly-owned indirect Subsidiary of the Company, is facing a legal claim brought by its landlord in Japan claiming an amount of approximately JPY179 million (or S\$2.28 million based on the exchange rate at the time) (together with accrued interest) of overdue rent and associated rental charges.

The Group has on 1 February 2014 disposed its entire interest in TTI ellebeau Inc. to a third party on an *as is where is* basis whereby there will be no further claim against each other.

However, the Group might still be exposed to the risk of claims and disputes. In addition, the Company might be liable for any possible guarantees made by any of its past and present Subsidiaries. Should it be subject to such claims and disputes, the Group's reputation and business may be materially and adversely affected, which may lead to the loss of future businesses as well as materially and adversely affect the Group's financial condition and results of operation if legal proceedings are instituted against the Group.

#### **1.6 The Group is exposed to risks associated with foreign exchange rate fluctuations**

The revenue and expenses of the Group are substantially dominated in JPY and US\$, and its cash flows and revenue may be affected by fluctuations of the foreign exchange rates amongst S\$, JPY and US\$. To the extent that the Group needs to convert JPY and US\$ for its operational needs in Singapore and where S\$ appreciates against JPY and US\$ at that time, the cash flows of the Group would be reduced.

The Group presently does not have any specific hedging policy to manage its foreign exchange exposures and the Group may experience economic losses as a result of foreign currency exchange rate fluctuations.

#### **1.7 The Group is exposed to credit risks of its customers**

The Group's profitability is dependent on the credit risk of its customers. From time to time, in the ordinary course of business, certain customers may default on payment. Although the Group regularly reviews its credit exposure to its customers and controls its credit risk by setting credit limits and ensuring that sales are made to customers with an appropriate credit history, default risks may nevertheless arise from events or circumstances that may be difficult to anticipate or detect. The occurrence of any default on payment may have a material and adverse impact on the Group's business and financial performance.

## 1.8 External factors may affect the Group's business and financial performance

External factors such as economic deterioration, financial crisis, terrorist attacks, acts of war, natural disasters or geopolitical or social turmoil in countries that serve as main markets for the Group's products could materially and adversely affect its business and operating results. Such factors could make it difficult for the Group's customers, its suppliers and the Group to accurately plan future business activities, which could in turn adversely impact the Group's sales and have a material and adverse impact on the Group's business and financial performance.

## 2. RISKS RELATING TO THE RIGHTS CUM WARRANTS ISSUE

### 2.1 Shareholders who do not or are not able to accept their provisional allotment of Rights Shares with Warrants will experience a dilution in their interests in the Company

If Shareholders do not or are not able to accept their provisional allotment of Rights Shares with Warrants, their proportionate interests in the Company will be reduced after the Rights cum Warrants Issue and on exercise of the Warrants and issue of the Warrants Shares. They may also experience a dilution in the value of their Shares. Even if a Shareholder sells his "nil-paid" rights, or such "nil-paid" rights are sold on his behalf, the consideration he receives may not be sufficient to compensate him fully for the dilution on his ownership of the Company as a result of the Rights cum Warrants Issue.

### 2.2 Investors may experience future dilution in the value of their Shares

#### General

The Company may need to raise additional funds in the future to finance the repayment of borrowings, business expansion and/or acquisitions and investments. If additional funds are raised through the issue by the Company of new Shares other than on a *pro rata* basis to existing Shareholders, the percentage ownership of existing Shareholders may be reduced and existing Shareholders may experience dilution in the value of their Shares.

#### Equity-Linked Notes

In relation to fund-raising activities, Shareholders should note that the Company currently has an Equity-Linked Notes (as defined herein) programme in place. The Company had on 20 August 2013 entered into a subscription agreement with Advance Opportunities Fund (the "**Notes Subscriber**") and Advance Capital Partners Pte Limited (as the authorised representative of the Notes Subscriber), pursuant to which the Company shall issue to the Notes Subscriber 1.0% equity-linked redeemable structured convertible notes due 2016 (the "**Equity-Linked Notes**") with an aggregate principal amount of up to S\$50,000,000 (comprising three tranches of a principal amount of S\$15,000,000 each for the first two tranches and a principal amount of S\$20,000,000 for the third tranche) (the "**Equity-Linked Notes Subscription Agreement**").

As at the Latest Practicable Date, Equity-Linked Notes in aggregate principal amount of S\$5 million had been issued, of which S\$4.95 million have been converted into 5,689,858,490 Shares and S\$50,000 remain outstanding. Furthermore, Equity-Linked Notes in aggregate principal amount of S\$45 million have yet to be drawn-down and issued under the Equity-Linked Notes Subscription Agreement.

Shareholders should note that further tranches of the Equity-Linked Notes may from time to time be drawn-down by the Notes Subscriber and issued by the Company under the Equity-Linked Notes Subscription Agreement and such Equity-Linked Notes, if issued, may be converted from time to time into Shares. In such circumstances, Shareholders may face further dilution in the value of their Shares. Moreover, Shareholders should also note that it is not possible at the Latest Practicable Date to determine with certainty the applicable conversion price which the Notes Subscriber may elect when exercising its right of conversion in respect of any of the Equity-Linked Notes as the conversion price is to be determined based on the future trading prices of the Shares on the SGX-ST at the relevant time of conversion. Accordingly, it is not possible at the Latest Practicable Date to determine the exact value of dilution.



### Issue of Shares pursuant to the Proposed Acquisition

In addition, if the Proposed Acquisition were successful, the Consideration Shares will be issued by the Company to the Vendors in satisfaction of the purchase consideration pursuant to the terms and subject to the conditions of the Conditional Share Purchase Agreement. Based on the Conditional Share Purchase Agreement, the Consideration Shares will, upon allotment and issue, represent not less than 79.89% of the then enlarged share capital of the Company. The issue and allotment of the Consideration Shares will result in Shareholders experiencing further dilution in the value of their Shares.

### Creditors Scheme

The Company had on 21 April 2014 announced that the Company is proposing to enter into the Creditors Scheme pursuant to which:-

- (i) 20% of the debts due and owing to the creditors under the Creditors Scheme as may be admitted by the Company or which may be proved as against the Company (the “**Scheme Creditors**”) will be paid in cash by the Company; and
- (ii) the remaining 80% of the debts due and owing to the Scheme Creditors will be paid by way of allotment and issue of new ordinary shares in the capital of the Company (the “**Scheme Shares**”) at an issue price of S\$0.008 per Scheme Share.

The Creditors Scheme is subject to certain conditions precedent being fulfilled including, *inter alia*, a waiver being granted by the Securities Industry Council to certain of the Scheme Creditors from making a mandatory general offer under Rule 14 of the Singapore Code on Take-overs and Mergers and Section 139 of the Securities and Futures Act, Chapter 289 of Singapore (should the allotment of the Scheme Shares result in such Scheme Creditors incurring a mandatory general offer), Shareholders’ approval being obtained for the whitewash waiver of the mandatory general offer and the allotment and the issue of the Scheme Shares.

On 7 July 2014, a meeting of the Scheme Creditors was convened and the Creditors Scheme was duly approved by the requisite majority in number and value of the Scheme Creditors present and voting under Section 210 of the Companies Act.

The Creditors Scheme was duly sanctioned by the High Court of the Republic of Singapore on 31 July 2014.

Based on the adjudication of the claims by the scheme manager of the Creditors Scheme, the aggregate settlement amount is the sum of S\$8,572,100. According, S\$1,714,420 of the adjudicated settlement sum will be paid in cash and the balance S\$6,857,680 will be satisfied by the allotment and issue of 857,212,000 Scheme Shares to the Scheme Creditors. The issue and allotment of the Scheme Shares will result in Shareholders experiencing further dilution in the value of their Shares.

As at the Latest Practicable Date, completion of the Creditors Scheme remained subject to fulfillment of all the conditions precedent.

### Warrants

With respect to Warrantholders, where the Group raises additional funds by way of a further rights offering (which would be subject to Shareholders’ approval if necessary) or through the issue and placement of new Shares, and in the event that a Warrantholder is not a Shareholder at the time of such fundraising, he may be unable to participate in such fund raising or if such Warrantholder is a Shareholder and is unable to participate in such fund raising, the percentage of such Warrantholder’s interest in the Company on the exercise of the Warrants may be diluted.

### **2.3 The Share price may be volatile**

The market price for the Shares may be highly volatile and can fluctuate significantly and rapidly as a result of certain factors, some which are beyond the Company's control. Examples of such factors include, *inter alia*:-

- (a) variation(s) in the Group's operating results;
- (b) changes in securities analysts' estimates of the Group's financial performance;
- (c) additions or departure of key personnel;
- (d) fluctuations in general stock market prices and volume;
- (e) involvement in litigation or other legal proceedings or processes;
- (f) changes or uncertainty in the political, economic and regulatory environment in the markets that the Group operates;
- (g) gain or loss of important business or other relationships;
- (h) announcements by the Company or its competitors of significant contracts, acquisitions, strategic alliances, partnerships, joint ventures, capital commitment or new products or services offered by the Group or its competitors; and
- (i) the success or failure of the Group's management team in the implementation of business and growth strategies.

### **2.4 The Rights cum Warrants Issue may cause the price of the Shares to immediately decrease, and this decrease may continue**

The Issue Price of S\$0.008 for each Rights Share and the Exercise Price of S\$0.009 for each Warrant Share represent a discount of approximately 94.2% and 93.5% respectively to the closing price of S\$0.139 per Share on the Latest Practicable Date. This discount, along with the number of Rights Shares, Warrants and Warrant Shares, may result in an immediate decrease in the market value of the Shares. This decrease may continue after the completion of the Rights cum Warrants Issue.

### **2.5 There may not be an active or liquid market for the Warrants**

There is no assurance that there will be an active or liquid market for the Warrants because prior to this offering, there has been no public market for the Warrants. Following the listing and quotation of the Warrants on the SGX-ST, the Company is unable to predict the extent to which a trading market will develop, if at all, or how liquid that market may become. Any secondary market activities may not be continuous or regular and the value of the Warrants may fluctuate for various reasons over which the Company has no control. Further, the demand for the Warrants, their respective price fluctuations as well as trading volume may vary from that of the Shares.

Accordingly, the subscription or purchase of the Warrants is suitable only for investors who can bear the risks associated with a lack of liquidity in the Warrants and the financial risks as well as other risks associated with an investment in the Warrants.

### **2.6 In the event that the Warrants are not exercised by the end of the Exercise Period, they will expire and become worthless**

The Warrants have an Exercise Period of three (3) years commencing on and including the date of issue of the Warrants. In the event that the Warrants are not exercised within the Exercise Period, they will expire and be worthless to the Warrant holders.

## **2.7 Potential dilution in the event the Warrants are not exercised**

In the event that an Entitled Shareholder does not exercise any Warrants taken up under the Rights cum Warrants Issue while the other Warrants issued are exercised, such Entitled Shareholders' interests in the Company may be diluted or varied.

## **2.8 Future total proceeds from the Warrants may not be realised**

Warranholders have the option but no obligation to exercise the Warrants. Accordingly, there is no assurance that all of the Warrants will be exercised within the Exercise Period or that the future total proceeds from the Warrants will be realised from the exercise of all of the Warrants within the Exercise Period.

## **2.9 The listing of the Warrants is subject to a sufficient spread of holdings**

Pursuant to Rule 826 of the SGX-ST Listing Manual, if application is made for the listing and quotation of convertible securities, the SGX-ST will normally require a sufficient spread of holdings to provide for an orderly market in the securities. As a guide, the SGX-ST expects at least 100 warranholders for a class of company warrants. Accordingly, if the Warrants are not sufficiently subscribed and there is an inadequate spread of holdings to provide for an orderly market in the trading of the Warrants, the SGX-ST may not grant permission for the listing and quotation of the Warrants on the Main Board of the SGX-ST. In the event that such permission is not granted by the SGX-ST, the Company shall nevertheless proceed and complete the Rights cum Warrants Issue. In such an event the Warranholders will not be able to trade the Warrants on the SGX-ST.

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

A trading period for the "nil-paid" rights has been set. Please refer to the section entitled "**Expected Timetable of Key Events**" of this Offer Information Statement. There is no certainty that an active trading market in the "nil-paid" rights will develop during the trading period for such "nil-paid" rights entitlements. In addition, because the trading price of the "nil-paid" rights depends on the trading price of the Shares, the price of the "nil-paid" rights may be volatile. Further, Shareholders in certain jurisdictions are not allowed to participate in the Rights cum Warrants Issue. The entitlements to the Rights Shares with Warrants which would otherwise accrue to such Shareholders may be sold by the Company, which would cause the trading price of the "nil-paid" rights to fall.

## TAKE-OVER LIMITS

The Code regulates the acquisition of voting shares of, *inter alia*, 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, 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-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 persons acting in concert with him may, according to the circumstances of the case, have the obligation to extend an offer.

**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 any acquisition 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 Right Shares with Warrants, should consult the Securities Industry Council and/or their professional advisers.**

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 Substantial Shareholders (if such Substantial Shareholder chooses to subscribe for its *pro rata* Rights Shares with Warrants entitlement) to avoid placing the relevant Substantial 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.

**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 person of the relevant entity.**

---

<b>Directors</b>	<b>Address</b>
Koo Ah Seang (Executive Chairman)	c/o 80 Robinson Road, #02-00, Singapore 068898
Geoffrey Ng Ching Fung (Lead Independent Director)	c/o 80 Robinson Road, #02-00, Singapore 068898
Chong Chee Hoong (Independent Director)	c/o 80 Robinson Road, #02-00, Singapore 068898

**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) Manager	:	Not applicable.
(b) Underwriter	:	Not applicable. The Rights cum Warrants Issue is not underwritten.
(c) Legal Adviser	:	ACIES Law Corporation 79 Robinson Road #25-08, CPF Building Singapore 068897

**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 and Warrant Agent	:	B.A.C.S. Private Limited 63 Cantonment Road, Singapore 089758
Receiving Banker	:	United Overseas Bank Limited

---

## PART III – OFFER STATISTICS AND TIMETABLE

---

### Offer Statistics

---

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

---

Method of Offer	:	Renounceable non-underwritten Rights cum Warrants Issue
Basis of Allotment	:	Five (5) Rights Shares with five (5) Warrants for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, with each Warrant carrying the right to subscribe for one (1) Warrant Share, fractional entitlements to be disregarded
Number of Rights Shares	:	Up to 824,318,595 Rights Shares
Number of Warrants	:	Up to 824,318,595 Warrants
Number of Warrant Shares	:	Up to 824,318,595 Warrant Shares

### 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 of this Part III of this Offer Information Statement.

---

- 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 “**Expected Timetable of Key Events**” of this Offer Information Statement for information in relation to the offer period.

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

As at the Latest Practicable Date, the Company does not expect the timetable under the section entitled “**Expected Timetable of Key Events**” of this Offer Information Statement to be modified. However, the Company may, with the approval of the SGX-ST, modify the timetable subject to any limitation under any applicable laws. In such event, the Company will publicly announce any modification through the release of an announcement on the SGXNET.

---

**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 are payable in full upon acceptance and/or application.

All payments for the Rights Shares with Warrants and Excess Rights Shares with Warrants must be made:-

- (a) by way of Electronic Application through an ATM of a Participating Bank, in the case of Entitled Depositors; or
- (b) if the acceptance of the Rights Shares with Warrants and/or application for the Excess Rights Shares with Warrants, as the case may be, is/are made by sending the relevant completed and signed ARE or ARS to CDP, then payment must be attached to the completed and signed ARE or ARS, as the case may be, in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore for the full amount payable to "**CDP – OLS RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**". The applicant's name and Securities Account number must be clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft, as the case may be, in the case of Entitled Depositors; or
- (c) in the manner as prescribed by this Offer Information Statement and the PAL, in the case of Entitled Scripholders.

The last date and time for acceptances of the Rights Shares with Warrants, application for Excess Rights Shares with Warrants and payment for the Rights Shares with Warrants and/or Excess Rights Shares with Warrants through CDP or the Share Registrar is **21 August 2014 at 5.00 p.m.** (or such other time(s) and/or date(s) as may be announced by or on behalf of the Company from time to time) or, in the case of acceptances and/or Excess Applications and payment through an ATM of a Participating Bank, **21 August 2014 at 9.30 p.m.** (or such other time(s) and/or date(s) as may be announced by or on behalf of the Company from time to time). Please refer to the section entitled "**Expected Timetable of Key Events**" of this Offer Information Statement for further details.

Details of the procedures for, and the terms and conditions applicable to, acceptances, splitting, renunciation and/or sales of the provisional allotments of Rights Shares with Warrants and for the application and payment for the Excess Rights Shares with Warrants are contained in **Appendices B, C, and D** of this Offer Information Statement and in the PAL, the ARE and the ARS.

---

**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 securities being offered in favour of subscribers or purchasers.**
- 

The Rights Shares with Warrants will be provisionally allotted to Entitled Shareholders on or about 6 August 2014 by crediting the provisional allotments to the Securities Account of the entitled Depositors or through the dispatch of the relevant PALs to the Entitled Scripholders.

In the case of Entitled Scripholders and their renounees with valid acceptances and/or (if applicable successful applications of 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 in the PAL, certificates representing such number of Right Shares with Warrants will be sent by registered 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 and Entitled Scripholders and their renounees with valid acceptances of Rights Shares with Warrants and/or (if applicable) successful applications of Excess Rights Shares with Warrants and who have furnished valid Securities Account numbers in the relevant form comprised in the PAL, certificate(s) representing such number of Rights Shares and Warrants will be sent to CDP within ten (10) Market Days after the Closing Date. CDP will then send a notification letter to the relevant subscribers stating the number of Rights Shares and Warrants that have been credited to their Securities Accounts.

Please refer to **Appendices B, C, and D** of this Offer Information Statement and in the PAL, the ARE and the 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. None of the Shareholders have pre-emptive rights to subscribe for the Rights Shares with Warrants.

---

**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).**

---

**(a) Results of the Rights cum Warrants Issue**

The Company will publicly announce the results of the allotment or allocation of the Rights Shares with Warrants, as soon as it is practicable after the Closing Date through the release of an announcement on the SGXNET.

**(b) Manner of Refund**

Where any acceptance and/or excess application for Rights Shares with Warrants is invalid or unsuccessful, the amount paid on acceptance and/or application will be returned or refunded to such applicants without interest or any share of revenue or other benefit arising therefrom within fourteen (14) days after the Closing Date:-

- (i) in respect of Entitled Depositors, by crediting their accounts with the relevant Participating Bank at their own risk (where acceptance and/or application is through Electronic Application), the receipt by such bank being a good discharge to the Company and CDP of their obligations, if any, or by means of a crossed cheque drawn on a bank in Singapore and sent by ordinary post and at their own risk to their mailing addresses in Singapore as maintained with CDP or in such other manner as they may have agreed with CDP for payment of any cash distributions (if they accept through CDP); and/or
- (ii) in respect of Entitled Scripholders, by means of a crossed cheque drawn on a bank in Singapore and sent by ordinary post at their own risk to their mailing addresses in Singapore as maintained with the Share Registrar.

Please refer to **Appendices B, C and D** of this Offer Information Statement and in the PAL, the ARE and the ARS for further details.



---

## 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 of this Offer Information Statements.

---

**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.**

---

- (a) In the Maximum Rights Subscription with No Warrant Conversion Scenario, the estimated net proceeds from the Rights cum Warrants Issue will be approximately S\$6.4 million, after deducting costs and expenses of approximately S\$200,000 incurred in connection therewith.
- (b) In the Maximum Rights Subscription and Warrant Conversion Scenario, the estimated net proceeds from the Rights cum Warrants Issue will be approximately S\$13.8 million, after deducting costs and expenses of approximately S\$200,000 incurred in connection therewith.

All net proceeds arising from the Rights cum Warrants Issue 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.**

---

- (a) The Company intends to utilise approximately 25% of the net proceeds from the Rights cum Warrants Issue for debt repayment and the remaining 75% for working capital.
- (b) Pending the deployment of net proceeds from the Rights cum Warrants Issue, such proceeds may be deposited with banks and/or financial institutions, invested in short-term money market instruments and/or marketable securities, or used for any other purpose on a short-term basis, as the Directors may in their absolute discretion deem fit for the benefit of the Group.
- (c) The Company will make the necessary announcements on the utilisation of net proceeds as and when such proceeds are materially disbursed, and provide a status report on the use of proceeds and any material deviations in the use of proceeds in the Company's annual report. Where the proceeds have been used for working capital, the Company will provide a breakdown with specific details on how the proceeds have been applied in the announcements and status reports.

---

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.

---

(a) Based on the Maximum Rights Subscription with No Warrant Conversion Scenario:-

For each dollar of gross proceeds raised	S\$
Debt repayment	0.25
Working capital	0.74
Estimated expenses	0.01

(b) Based on the Maximum Rights Subscription with No Warrant Conversion Scenario, the proceeds as and when raised from the conversion of the Warrants will be used based on the requirements of the Group at such time and from time to time.

---

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. The Company does not intend to use any of the proceeds raised to acquire or refinance the acquisition of an asset other than in the ordinary course of business.

---

6. If any 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. The Company does not intend to use any of the proceeds raised to finance or refinance the acquisition of another business.

---

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.

---

As stated in paragraph 3 of this Part IV, the Company intends to utilise approximately 25% of the net proceeds from the Rights cum Warrants Issue for debt repayment and the remaining 75% for working capital.

The Company had on 21 April 2014 announced that the Company is proposing to enter into a scheme of arrangement with its creditors under Section 210 of the Companies Act (the “**Creditors Scheme**”) pursuant to which:-

(a) 20% of the debts due and owing to the creditors under the Creditors Scheme as may be admitted by the Company or which may be proved as against the Company (the “**Scheme Creditors**”) will be paid in cash by the Company; and

- (b) the remaining 80% of the debts due and owing to the Scheme Creditors will be paid by way of allotment and issue of new ordinary shares in the capital of the Company (the “Scheme Shares”) at an issue price of S\$0.008 per Scheme Share.

The Creditors Scheme is subject to certain conditions precedent being fulfilled including, *inter alia*, a waiver being granted by the Securities Industry Council to certain of the Scheme Creditors from making a mandatory general offer under Rule 14 of the Singapore Code on Take-overs and Mergers and Section 139 of the Securities and Futures Act, Chapter 289 of Singapore (should the allotment of the Scheme Shares result in such Scheme Creditors incurring a mandatory general offer), Shareholders’ approval being obtained for the whitewash waiver of mandatory general offer and the allotment and the issue of the Scheme Shares.

On 7 July 2014, a meeting of the Scheme Creditors was convened and the Creditors Scheme was duly approved by the requisite majority in number and value of the Scheme Creditors present and voting under Section 210 of the Companies Act.

The Creditors Scheme was duly sanctioned by the High Court of the Republic of Singapore on 31 July 2014.

Based on the adjudication of the claims by the scheme manager of the Creditors Scheme, the aggregate settlement amount is the sum of S\$8,572,100. According, S\$1,714,420 of the adjudicated settlement sum will be paid in cash and the balance S\$6,857,680 will be satisfied by the allotment and issue of 857,212,000 Scheme Shares to the Scheme Creditors.

As at the Latest Practicable Date, completion of the Creditors Scheme remained subject to fulfilment of all the conditions precedent.

The Company intends to utilise the proceeds from the Rights cum Warrants Issue, of up to the amount of S\$1.6 million, to make payment to the Scheme Creditors on a *pari passu* basis having regard to the total adjudicated settlement amount.

Subject to the fulfilment of the conditions precedent, the allotment and issue of the Scheme Shares and/or partial repayment in cash (where applicable) to the Scheme Creditors pursuant to the Creditors Scheme is expected to take place on or around end November 2014. Upon completion of the Creditors Scheme, all liabilities and other undertakings granted by the Company in relation to or in connection with the claims shall be deemed satisfied and/or compromised.

The adjudicated settlement amount due and owing to the Scheme Creditors are set out in the table below:-

	<b>Adjudicated Settlement Amount (S\$)</b>	<b>Cash (S\$)</b>	<b>Scheme Shares</b>
Debt payable to Stamford Law Corporation for corporate and legal services	670,707.11	134,141.42	67,071,000
Debt payable to Koo Ah Seang for deferred salary from February 2014 to May 2014	49,563.64	9,912.73	4,957,000
Debt payable to Alan David Gordon for deferred salary from February 2014 to May 2014	43,500.00	8,700.00	4,350,000
Debt payable to Lawrence Rikio Komo for deferred salary from February 2014 to May 2014	22,200.00	4,440.00	2,220,000
Debt payable to KPMG Services Pte Ltd for internal audit	13,375.00	2,675.00	1,338,000

	<b>Adjudicated Settlement Amount (S\$)</b>	<b>Cash (S\$)</b>	<b>Scheme Shares</b>
Debt payable to Stone Forest Corporate Advisory for valuation services	86,385.60	17,277.12	8,639,000
Debt payable to AP Investment Advisory Services Pte Ltd for business advisory services	50,000.00	10,000.00	5,000,000
Debt payable to Advance Opportunities Fund for loan and unsecured debt	7,636,369.00	1,527,273.80	763,637,000
<b>Total Amount</b>	<b>8,572,100.35</b>	<b>1,714,420.07</b>	<b>857,212,000</b>

**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. The Rights cum Warrants Issue is not underwritten and no underwriters, placement or selling agents has been appointed for the Rights cum Warrants Issue.

#### **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 address	:	80 Robinson Road, #02-00, Singapore 068898
Principal place of business	:	105 Cecil Street, #22-26/27 The Octagon, Singapore 069534
Telephone	:	(65) 62250515
Facsimile	:	(65) 62250508

**(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 Company (formerly known as Transcu Group Limited) was incorporated on 24 July 1968 and was listed on the SGX-ST Main Board on 22 July 1994.

The principal activities of the Company are those of investment holding and provision of management services.

As at the Latest Practicable Date, the Subsidiary of the Company and its principal activities are as follows:-

<b>Name of Subsidiary</b>	<b>Country of Incorporation</b>	<b>Principal Activities</b>	<b>Effective Interest held by the Group</b>
Ellebeau Group Pte Ltd	Singapore	Sale and marketing of pharmaceutical and cosmetic products	100%

On 15 April 2014, the Company entered into a sale and purchase agreement with Phoo Keng Hui, Diong Giong Bing and Chua Mui Hock as vendors, pursuant to which the Company has agreed to acquire from them an aggregate of 25,500 ordinary shares in the share capital of Mojo Films Sdn. Bhd., representing 51% of the entire issued share capital of Mojo Films Sdn. Bhd. for an aggregate consideration of S\$413,354.

As at the Latest Practicable Date, completion has yet to take place. Upon completion of the acquisition, Mojo Films Sdn. Bhd. will become a Subsidiary of the Company.

---

**(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;**
- 

**General development of the business of the Group over the three (3) most recent completed financial years to the Latest Practicable Date are as follows:-**

**FY2012**

**(a) Request for suspension**

On 9 June 2011, the Board had requested for suspension of trading in the Shares of the Company. Further to that, the Company had on 13 July 2011 released an announcement that the continued suspension of the Shares was due to the immediate cash-flow concerns that the Company was then facing.

On 8 June 2012, the Company submitted a proposal to the SGX-ST to resume trading in its Shares.

On 27 September 2012, the Company released an announcement informing Shareholders that it had obtained the approval-in-principle of the SGX-ST for the resumption of the trading of its Shares, subject to certain conditions. Further to said announcement, the Company had on 5 October 2012 met the conditions prescribed by the SGX-ST and with effect from 9.00 a.m. on 8 October 2012, the Shares were lifted from suspension.

**(b) Restructuring agreement with Forest Pine Holdings, Inc. (“Forest Pine”)**

On 8 September 2011, the Company entered into a restructuring agreement with Forest Pine, in connection with a corporate restructuring of the Company, with an aim to achieve lower costs and a faster return to profitability, as well as to facilitate the grant of the shareholders’ loan of US\$7 million (the “**Proposed Restructuring**”).

Further to the restructuring agreement, the Company had on 25 November 2011 released an announcement informing Shareholders of the various agreements that it had entered into pursuant to the Proposed Restructuring, details of which are as follows:-

(i) The joint venture agreement

On 9 November 2011, pursuant to the joint venture agreement entered into between Forest Pine and State Power Group Limited (the “**JVA**”), the parties entered into an amended joint venture agreement (the “**Amended JVA**”). Pursuant to the Amended JVA, the parties agreed to transfer the rights and obligations of Forest Pine under the JVA to Forest Pine Group Pte Ltd (“**FPGPL**”).

(ii) The nano-emulsion fuel system (“**NEFS**”) supplemental agreement

On 10 November 2011, further to the distributorship agreement (the “**NANOMIZER Distribution Agreement**”) entered into by Transcu Green Fuel Pte. Ltd. (“**TGFPL**”) and Nanomizer Pte Ltd on 17 September 2010 which gave TGFPL the exclusive right to promote, market, distribute and sell the NEFS, its related products and products related to Nanomizer Pte Ltd’s polychlorinated biphenyl treatment business and nano-paint business around the world, TGFPL, Nanomizer Inc and FPGPL entered into a supplemental agreement (the “**NEFS Supplemental Agreement**”) to transfer the rights and obligations of TGFPL rights and obligations under the NANOMIZER Distribution Agreement to FPGPL.

On 15 January 2014, TGFPL and Nanomizer Pte Ltd entered into a termination agreement to terminate the NANOMIZER Distribution Agreement and the NEFS Supplemental Agreement.

The termination did not have a material effect on the Group’s financial results.

(iii) The LED supplemental agreement

On 18 January 2010, the Company, through its wholly-owned Subsidiary, Transcu Green Tech Pte. Ltd., entered into an exclusive distribution agreement with Advanced Material Technologies Co., Ltd (“**AMT**”) for the exclusive right to promote, market, distribute and sell AMT’s products outside of Japan for a period of two (2) years and subject to renewal thereafter (the “**AMT Distribution Agreement**”).

Pursuant to the Proposed Restructuring, on 29 September 2011, Transcu Green Tech Pte. Ltd., AMT and FPGPL entered into a supplemental agreement to transfer the rights and obligations of Transcu Green Tech Pte. Ltd. under the AMT Distribution Agreement to FPGPL.

(iv) The financial assistance agreement

On 24 November 2011, the Company’s then indirect wholly-owned Subsidiary, TTI ellebeau Inc. and Core Pillar Investments Limited, a company wholly owned by Forest Pine, entered into an agreement pursuant to which Core Pillar Investments Limited would extend financial assistance to the business activities of TTI ellebeau Inc.’s transdermal drug delivery system.

(v) The BME S&P agreements (the acquisition by FPGPL of 76.5% interest in Biomass Energy Corporation (“**BME**”))

On 24 November 2011, FPGPL entered into a sale and purchase agreement with Transcu Green Tech Pte. Ltd. pursuant to which FPGPL shall acquire 540 ordinary shares (“**BME Shares**”) in the share capital of BME (the “**TGT BME Sale Shares**”), representing 19.3% of the entire issued share capital of BME, from Transcu Green Tech Pte. Ltd. for a cash consideration of US\$504,575 (the “**TGT BME S&P Agreement**”). FPGPL shall pay the cash consideration of US\$504,575 to Transcu Green Tech Pte. Ltd. on the completion of the TGT BME S&P Agreement.

On 24 November 2011, FPGPL separately entered into a sale and purchase agreement with TTI ellebeau Inc., pursuant to which 1,600 BME shares, representing 57.2% of the entire issued share capital of BME, would be transferred from TTI ellebeau Inc. to FPGPL for a cash consideration of JPY115,256,000 (the “**TTI BME S&P Agreement**”). FPGPL shall pay the cash consideration of JPY115,256,000 to TTI ellebeau Inc. upon the satisfactory fulfilment of the conditions precedent set out in the TTI BME S&P Agreement or on a date to be agreed upon between FPGPL and TTI ellebeau Inc..

The TGT BME S&P Agreement and TTI BME S&P Agreement were both terminated on 19 September 2012 prior to the completion. The terminations did not have a material effect on the Group’s financial results.

(vi) The collaboration agreement

On 24 November 2011, the Company entered into a collaboration agreement with FPGPL pursuant to which the Company shall be the distributor of FPGPL’s products and services globally and FPGPL shall share the Company’s offices for the activities of the collaboration, provide business development, management services, corporate services support and such other services as may be agreed by the parties from time to time (the “**Collaboration Agreement**”). Under the Collaboration Agreement, the Company shall be the distributor for FPGPL’s products and services globally and the collaboration tie-up enables both parties to leverage on each other’s strength in research and development, manufacturing and business development to provide an end-to-end value proposition and fulfilment to their clients.

The Collaboration Agreement was terminated on 19 September 2012.

(c) The equity line facility agreement

On 21 September 2011, the Company entered into an equity line facility agreement with AMAC CAPITAL PARTNERS (PTE.) LTD (“**AMAC**”) (the “**ELF Agreement**”) under which AMAC committed to purchase from the Company up to S\$6,000,000 freely tradable ordinary shares of the Company divided over twelve (12) tranches, with each tranche being in aggregate amount of up to S\$500,000 in ordinary shares of the Company, subject to the terms and conditions of the ELF Agreement.

The ELF Agreement was terminated on 5 July 2012 prior to the completion.

(d) The acquisition of FPGPL

On 24 November 2011, in relation to the Proposed Restructuring, the Company entered into:-

- (i) a sale and purchase agreement with Forest Pine (the “**12% FPGPL S&P Agreement**”), pursuant to which the Company shall acquire from Forest Pine an aggregate of 1,200 ordinary shares with no par value in the share capital of FPGPL, representing 12% of the entire issued share capital of FPGPL for an aggregate consideration of US\$30 million; and
- (ii) a sale and purchase agreement with AMAC (the “**8% FPGPL S&P Agreement**”), pursuant to which the company shall acquire from AMAC an aggregate of 800 ordinary shares with no par value in the share capital of FPGPL, representing 8% of the entire issued share capital of FPGPL for an aggregate consideration of US\$20 million.

On 8 March 2012, the Company entered into a supplemental agreement with AMAC to amend, vary and supplement the terms of the 8% FPGPL S&P Agreement (the “**4% FPGPL S&P Agreement**”). Pursuant to negotiations between the parties, it was agreed that 16% of the share capital of FPGPL will be acquired from Forest Pine (instead of 12%) and 4% of the share capital of FPGPL will be acquired from AMAC (instead of 8%) for an aggregate consideration of US\$10 million. The consideration shall be fully satisfied by the allotment and issue by the Company to AMAC of an aggregate of 250,000,000 new ordinary shares in the capital of the Company at an issue price of S\$0.05 per consideration share, credited as fully paid up.

On 5 July 2012, the Company entered into a second supplemental agreement with AMAC to vary the terms of the 4% FPGPL Supplemental Agreement, such that the Company would acquire 6% of FPGPL from AMAC instead of the 4% as previously agreed between the parties.

On 12 October 2012, the Company completed the allotment and issue of the AMAC Consideration Shares in the capital of the Company pursuant to the agreement.

The 12% FPGPL S&P Agreement was terminated on 19 September 2012. Pursuant to the termination of the 12% FPGPL S&P Agreement, both parties mutually agreed to release and discharge each other from further performance of any other duties, obligations or liabilities owing under the 12% FPGPL S&P Agreement.

## **FY2013**

### **(a) Rescission of non-exclusive licensing agreement entered into with Forest Pine**

On 19 September 2012, the Group entered into a rescission agreement to rescind, cancel and render null and void the agreement whereby TTI ellebeau Inc. was to enter into a non-exclusive licensing arrangement with Forest Pine or its wholly-owned subsidiary (“**FPS**”), pursuant to which TTI ellebeau Inc. would continue to own its existing intellectual property in relation to the pharmaceutical business, save for any intellectual property (“**IP**”) and work relating to Dharma Therapeutics, Inc. pipelines which would remain and were to be capitalised in the books of TTI ellebeau Inc. but FPS would assume the costs and liabilities in the research and development, pre-clinical and clinical trial of the device and drug with existing and/or new device licensing clients, using the IP and to continue development and exploitation of any invention (whether patentable or not), improvement, modification or development related to or in connection with the pharmaceutical business which would make the background IP or any other IP cheaper, more effective, more useful or more valuable, or would in any other way render the same preferable in commerce or any other new IP which would be developed by FPS and/or IP which results from or would be generated pursuant to or for the purposes of the licensing arrangement including, without limitation, all IP subsisting in all improvements which but for licensing arrangement would be legally or beneficially owned or co-owned (as the case may be) by FPS (“**Foreground IP**”). FPS was to continue the exploitation of the IP, Improvements and Foreground IP, but under the licensing arrangement, FPS would grant an exclusive right to TTI ellebeau Inc. to purchase back the improvements and Foreground IP from FPS at a mutually agreed price. Any profits deriving from any licensing arrangements with third parties and/or commercialisation of the IP, improvements and/or Foreground IP would be shared between TTI ellebeau Inc. and FPS.

### **(b) AGT Share Subscription Agreement**

On 5 July 2012, the Company entered into a subscription agreement with Asia Green Technology Inc (“**AGT**”) (the “**AGT Share Subscription Agreement**”), pursuant to which AGT agreed to subscribe and the Company agreed to allot and issue 66,666,667 new ordinary shares (the “**Subscription Shares**”) in the capital of the Company to AGT, its affiliates and other specified persons at the issue price of S\$0.045 for each Subscription Share on the terms and subject to the conditions of the AGT Share Subscription Agreement.

The allotment and issue of the Subscription Shares to AGT pursuant to the AGT Share Subscription Agreement, was completed on 10 October 2012.

### **(c) The AGT Bond Agreement**

On 5 July 2012, the Company entered into a subscription agreement with AGT, pursuant to which the Company shall issue to AGT 3% redeemable convertible bonds (the “**AGT Bonds**”) in aggregate principal amount of up to S\$13.6 million (the “**AGT Bond Agreement**”).

On 30 January 2014, the Company served a written notice to AGT to terminate the AGT Bond Agreement. Accordingly, the Company will not issue any further AGT Bonds under the AGT Bond Agreement.



(d) **Writ of summons served on Transcu Ltd.**

Transcu Ltd., a wholly-owned Subsidiary of the Company, had on 28 September 2012, been served with a writ of summons numbered Suit 815/2012/N by S.L. Development Pte Ltd (“**SLD**”) in the Supreme Court of Singapore. SLD is seeking payment of S\$1,469,778 for rental in arrears.

Judgment was obtained by SLD against Transcu Ltd. on 26 April 2013 for the sum of S\$1,469,218 (the “**Judgment Debt**”) with interest at the contractual interest rate of 12% per annum payable from 18 January 2013 till when the Judgment Debt is paid, plus costs of the action fixed at S\$33,611 inclusive of reasonable disbursements. The court also awarded damages to SLD which has to be separately assessed.

Transcu Ltd. and SLD have entered into a settlement agreement pursuant to which Transcu Ltd. has paid SLD an agreed amount in consideration for which SLD has discharged and released Transcu Ltd. from all claims by SLD against Transcu Ltd. arising out of or relating in any way to Suit No. 815 of 2012/N, the subject matter of Suit No. 815 of 2012/N and the judgment.

(e) **Share placement agreements**

On 25 October 2012, the Company entered into two share placement agreements (supplemented on 8 November 2012) and issued 107,828,643 and 5,341,731 new shares to its advisors at the issue price of S\$0.015912 per share, for settlement of professional legal fees and service fees respectively.

(f) **Resignation of Mr. Akihiko Matsumura and appointment of Mr. Lawrence Rikio Komo**

On 7 October 2012, the Company announced the resignation of Mr. Akihiko Matsumura as Chief Executive Officer of the Company and the appointment of Mr. Lawrence Rikio Komo as Chief Executive Officer of the Company with effect from 8 October 2012.

Mr. Akihiko Matsumura continued to serve on the Board as non-executive Director and Vice Chairman of the Company.

(g) **Establishment of a Singapore joint venture company**

On 5 November 2012, two (2) Subsidiaries of the Company, namely Transcu Green Tech Pte. Ltd. and BME, entered into a joint venture agreement with Asia Mortar Pte. Ltd. to establish a joint venture company in Singapore (the “**JV Co**”). The parties intend for the JV Co to undertake business activities involving, *inter alia*, the manufacturing, installation and maintenance of the products developed from the biomass technology of BME. The JV Co shall have an initial paid up capital of S\$100 divided into 100 ordinary shares at S\$1 per share and Asia Mortar Pte. Ltd. shall take a 45% shareholding in the JV Co, while Transcu Green Tech Pte. Ltd. and BME shall take 4% and 51% in the JV Co respectively.

(h) **Resignation of Chief Operating Officer and Acting Chief Financial Officer, Ms. Jenaline Low Choh Gek**

On 23 November 2012, the Company announced the resignation of Ms. Jenaline Low Choh Gek as Chief Operating Officer and Acting Chief Financial Officer of the Company with immediate effect so as to alleviate the financial position of the Company.

(i) **Incorporation of a wholly-owned subsidiary**

On 10 December 2012, the Company released an announcement informing Shareholders that it had incorporated a wholly-owned Subsidiary, Ellebeau Group Pte. Ltd. in Singapore. The principal activities of Ellebeau Group Pte. Ltd. include the distribution of cosmetic products and devices and health enhancement devices.

(j) **Acquisition of Nanomizer Pte. Ltd.**

On 30 January 2013, the Company entered into a sale and purchase agreement with Forest Pine and FPGPL (collectively, “**FP Group**”), pursuant to which the Company will acquire from FP Group an aggregate of 74,800,000 ordinary shares in the share capital of Nanomizer Pte. Ltd., representing 74.8% of the entire issued share capital of FP Group for an aggregate consideration of US\$33,626,995 or approximately S\$41,024,934 based on an agreed exchange rate of US\$1:S\$1.22. The consideration shall be satisfied in full by the allotment and issuance to the FP Group an aggregate of 3,155,764,154 new ordinary shares in the capital of the Company at an issue price of S\$0.013 for each share.

The sale and purchase agreement was subject to certain conditions which have not been met and the proposed acquisition has now expired.

(k) **FPGPL subscription agreement**

On 30 January 2013, the Company entered into a subscription agreement with FPGPL (the “**FPGPL Subscription Agreement**”), pursuant to which FPGPL had agreed to subscribe for, and the Company had agreed to allot and issue, a minimum of 461,538,461 new ordinary shares in the capital of the Company up to a maximum of 1,169,230,769 new ordinary shares in the capital of the Company at the issue price of S\$0.013 per share, on the terms and subject to the conditions of the FPGPL Subscription Agreement.

The FPGPL Subscription Agreement was subject to certain conditions which have not been met and the transaction has now expired.

**FY2014**

(a) **Appointment of Chief Financial Officer, Mr. Alan David Gordon**

On 2 May 2013, the Company announced the appointment of Mr. Alan David Gordon as Chief Financial Officer of the Company with immediate effect.

(b) **Entry into collaboration and option agreement with FPGPL**

On 2 May 2013, the Company entered into a collaboration and option agreement with FPGPL for the purposes of designing, manufacturing, business development, marketing and commercialisation of battery packs for mobile multimedia and communication devices using technologies held by FPGPL. In consideration of the option fee of US\$1, FPGPL had granted the Company an exclusive option to acquire a worldwide license, excluding Japan, to develop, manufacture and distribute batteries for mobile multimedia and communication devices which apply the intellectual property rights subsisting in the 3DOM Battery.

The option has since expired without being exercised.

(c) **Entry into conditional sale of goods agreement by BME**

BME, a Subsidiary of the Company had on 16 May 2013 entered into a conditional sale of goods agreement with Forest Pine Energy Inc. for the sale of 27 units of BME machines to Forest Pine Energy Inc., subject to the terms and conditions set out in the conditional sale of goods agreement, to pilot the commercialisation of biomass generation. The transaction is also subject to the obtaining of the approval of the Shareholders at an extraordinary general meeting to be convened.

BME has since ceased to be a Subsidiary of the Company.

(d) **The Equity-Linked Notes Subscription Agreement**

On 20 August 2013, the Company entered into a conditional subscription agreement with Advance Opportunities Fund (the “**Notes Subscriber**”) and Advance Capital Partners Pte Ltd as authorised representative of the Notes Subscriber, pursuant to which the Company shall issue to the Notes Subscriber 1% equity-linked redeemable structured convertible notes due 2016 (the “**Equity-Linked Notes**”) in aggregate principal amount of up to S\$50 million (comprising three tranches of a principal amount of S\$15 million each for the first two tranches and a principal amount of S\$20 million for the third tranche (the “**Equity-Linked Notes Subscription Agreement**”).

As at the Latest Practicable Date:-

- (i) Equity-Linked Notes in aggregate principal amount of S\$5 million had been issued, of which S\$4.95 million have been converted into 5,689,858,490 Shares (pre-Share Consolidation) and S\$50,000 remain outstanding; and
- (ii) Equity-Linked Notes in aggregate principal amount of S\$45 million have yet to be drawn-down and issued under the Equity-Linked Notes Subscription Agreement.

**(e) BME ceased to be a Subsidiary of the Company**

Pursuant to the allotment and issuance of 940 shares by BME, a Subsidiary of the Company, to a third party investor on 5 September 2013, and the exercise of options by a director of BME on 30 September 2013 (which options were issued by BME on 21 March 2012) resulting in 560 shares being issued to such director, the shareholding of the Company has decreased from 66.6% to 45.4%.

BME has since ceased to be a Subsidiary of the Company.

**(f) Legal claim against TTI ellebeau Inc.**

On 18 September 2013, the Company announced that TTI ellebeau Inc., a wholly-owned indirect Subsidiary of the Company, is facing a legal claim brought by its landlord in Japan claiming an amount of approximately JPY 179 million (or S\$2.28 million based on the exchange rate at the time) (together with accrued interest) of overdue rent and associated rental charges.

The Group has on 1 February 2014 disposed its entire interest in TTI ellebeau Inc. to a third party on an *as is where is* basis whereby there will be no further claim against each other.

**(g) Proposed disposal of transdermal pharmaceutical devices and cosmetics business**

On 23 October 2013, the Company announced the disposal of some or all of its interests in shares and/or assets/business in the transdermal pharmaceutical devices and cosmetics business which the management believe would yield proceeds necessary to satisfy the Group's general corporate and working capital purpose so as to alleviate the cash flow situation of the Group.

As at 1 February 2014, the Company has disposed all of its interests in shares and/or assets/business in the transdermal pharmaceutical devices and Japanese cosmetics business which, together with the planned disposal of the green energy business, the Directors believe will reduce cash requirements and allow the Group to alleviate its negative cash flow.

**(h) Placed on the Watch-List of the SGX-ST**

On 4 December 2013, the Company was placed on the Watch-List of the SGX-ST pursuant to Rule 1311 of the SGX-ST Listing Manual as it had incurred more than three (3) consecutive years of losses and had a market capitalisation of below S\$40 million.

As at the Latest Practicable Date, the Company is still on the Watch-List of the SGX-ST.

**(i) Termination of distributorship agreement with Nanomizer Pte Ltd**

On 15 January 2014, TGFPL and Nanomizer Pte Ltd entered into a termination agreement to terminate a distributorship agreement entered into by both parties on 17 September 2010 which gave TGFPL the exclusive right to promote, market, distribute and sell the nano-emulsion fuel system, its related products and products related to Nanomizer Pte Ltd's polychlorinated biphenyl treatment business and nano-paint business around the world.

The termination did not have a material effect on the Group's financial results.

(j) **Resignation of Chief Executive Officer, Mr. Lawrence Rikio Komo and re-designation and appointment of Mr. Koo Ah Seang**

On 28 January 2014, the Company announced the resignation of Mr. Lawrence Rikio Komo as Chief Executive Officer with effect from 31 March 2014. Mr Komo remained as a Director.

The Company also announced the re-designation of Mr. Koo Ah Seang from a non-executive Director to an executive Director and his appointment as Executive Chairman of the Company.

(k) **The Proposed Acquisition of Straits Construction Group Pte Ltd**

On 24 February 2014, the Company entered into a non-binding memorandum of understanding (“**MOU**”) in relation to Proposed Acquisition of Straits Construction Group Pte Ltd with the shareholders of Straits Construction Group Pte Ltd (the “**Proposed Acquisition**”).

Following the MOU, the Company had on 16 April 2014 entered into a conditional share purchase agreement with Wong Swee Chun Contractor Pte Ltd, Wong Swee Chun, Tang Loi Hup, Wong Sjew Hung, Wong Chee Herng, Kenneth Loo and Chuah Hwa Lim (collectively, the “**Vendors**”) in relation to the Proposed Acquisition (the “**Conditional Share Purchase Agreement**”).

Pursuant to the Conditional Share Purchase Agreement, the Vendors shall sell to the Company, and the Company shall acquire from the Vendors, the entire issued and paid up share capital of Straits Construction Group Pte Ltd of S\$2,000 comprising 1,000,000 ordinary shares (the “**Sale Shares**”). If successful, the Proposed Acquisition will result in a “Very Substantial Acquisition or Reverse Takeover” of the Company as defined in Chapter 1015 of the SGX-ST Listing Manual and is subject to, *inter alia*, the approval of the SGX-ST and the approval of Shareholders at an extraordinary general meeting to be convened.

- (i) The aggregate purchase consideration for the Sale Shares shall be determined by the Company provided that it shall be an amount not less than S\$325 million but not exceeding S\$338 million (the “**Consideration**”), arrived at by the Company and the Vendors on a “*willing buyer willing seller*” basis taking into account the consolidated net profit after tax of Straits Construction Group Pte Ltd in respect of its financial year ended 31 December 2013 financial results being not less than S\$42 million.
- (ii) The Consideration shall be satisfied in full by way of an allotment and issue of new ordinary shares in the capital of the Company at the issue price of \$0.50 per share (the “**Consideration Shares**”) to the Vendors or their nominees.
- (iii) The Consideration Shares will, upon allotment and issue represent not less than 79.89% of the enlarged share capital of the Company.

Completion of the Proposed Acquisition is conditional upon the fulfilment or waiver of the conditions precedent set out in the Conditional Share Purchase Agreement.

As at the Latest Practicable Date, completion of the Proposed Acquisition remained subject to fulfilment of all the conditions precedent set out in the Conditional Share Purchase Agreement.

**FY2015**

(a) **Restructuring of the Group**

Pursuant to the Conditional Share Purchase Agreement, the Company is in the process of divesting its businesses. On 4 April 2014, the Company announced that it has disposed its entire shareholdings in Ellebeau Inc. with effect from 31 March 2014. On 21 April 2014, the Company announced that the Group had entered into two sale and purchase agreements to dispose the Group’s entire shareholding interests in its Subsidiaries, namely TTI ellebeau Inc. and Dharma Therapeutics, Inc..

On 30 May 2014, the Company further announced that it has disposed:-

- (i) 82% of its shareholding interest in Transcu Pte. Ltd (formerly known as Transcu Ltd.); and
- (ii) 100% of Transcu Green Tech Pte. Ltd along with its 60% ownership in Transcu Green Fuel Pte Ltd.

On 30 June 2014, the Company disposed the balance 18% of its shareholding interest in Transcu Pte. Ltd.

Details of the aforesaid disposals are more particularly set out in the respective announcements released by the Company.

These disposals will accordingly reduce the working capital requirements of the Group and the total liabilities of the Group as these subsidiaries have negative net asset value.

**(b) Acquisition of Mojo Films Sdn. Bhd.**

On 15 April 2014, the Company entered into a sale and purchase agreement with Phoo Keng Hui, Diong Giong Bing and Chua Mui Hock, pursuant to which the Company will acquire from them an aggregate of 25,500 ordinary shares in the share capital of Mojo Films Sdn. Bhd., representing 51% of the entire issued share capital of Mojo Films Sdn. Bhd. for an aggregate consideration of S\$413,354.

As at the Latest Practicable Date, completion has yet to take place. Upon completion of the acquisition, Mojo Films Sdn. Bhd. will become a Subsidiary of the Company.

**(c) Creditors Scheme**

The Company had on 21 April 2014 announced that the Company is proposing to enter into the Creditors Scheme pursuant to which:-

- (i) 20% of the debts due and owing to the creditors under the Creditors Scheme as may be admitted by the Company or which may be proved as against the Company (the “**Scheme Creditors**”) will be paid in cash by the Company; and
- (ii) the remaining 80% of the debts due and owing to the Scheme Creditors will be paid by way of allotment and issue of new ordinary shares in the capital of the Company (the “**Scheme Shares**”) at an issue price of S\$0.008 per Scheme Share.

The Creditors Scheme is subject to certain conditions precedent being fulfilled including, *inter alia*, a waiver being granted by the Securities Industry Council to certain of the Scheme Creditors from making a mandatory general offer under Rule 14 of the Singapore Code on Take-overs and Mergers and Section 139 of the Securities and Futures Act, Chapter 289 of Singapore (should the allotment of the Scheme Shares result in such Scheme Creditors incurring a mandatory general offer), Shareholders’ approval being obtained for the whitewash waiver of the mandatory general offer and the allotment and the issue of the Scheme Shares.

On 7 July 2014, a meeting of the Scheme Creditors was convened and the Creditors Scheme was duly approved by the requisite majority in number and value of the Scheme Creditors present and voting under Section 210 of the Companies Act.

The Creditors Scheme was duly sanctioned by the High Court of the Republic of Singapore on 31 July 2014.

Based on the adjudication of the claims by the scheme manager of the Creditors Scheme, the aggregate settlement amount is the sum of S\$8,572,100. Accordingly, S\$1,714,420 of the adjudicated settlement sum will be paid in cash and the balance S\$6,857,680 will be satisfied by the allotment and issue of 857,212,000 Scheme Shares to the Scheme Creditors.

As at the Latest Practicable Date, completion of the Creditors Scheme remained subject to fulfillment of all the conditions precedent.

**(d) Capital Reduction**

On 27 May 2014, the Company announced in its FY2014 full year results announcement that it intends to undertake a capital reduction exercise through the cancellation of the share capital of the Company that has been lost or is unrepresented by available assets (the “**Capital Reduction**”) and thereafter by applying an amount equal to the credit arising from the cancellation of the share capital of the Company, towards the writing-off of the Company’s accumulated losses with the objective of writing-off the accumulated losses of the Company as shall be lost or unrepresented by available assets.

As at 30 June 2014, the Company recorded accumulated losses of approximately S\$744.4 million.

On 31 July 2014, the Capital Reduction was duly approved by Shareholders at the Company’s extraordinary general meeting. The Capital Reduction entails the cancellation of the Company’s issued and fully paid up share capital from S\$734,381,914.75 divided into 164,860,446 ordinary shares following the completion of the Share Consolidation, to S\$2.00 divided into 164,860,446 ordinary shares following the completion of the Share Consolidation.

The amount of S\$734,381,912.75, being the credit arising from the cancellation of the share capital, shall be applied to write off the accumulated losses of the Company as at 30 June 2014 to the extent of S\$734,381,912.75.

The Capital Reduction did not entail any outflow of cash or changes in the net assets of the Company.

As there will be no changes to the number of issued shares following the above, it will not have any effect on the NAV, EPS and gearing ratio of the Company and the Group.

The Capital Reduction is to rationalise the balance sheet of the Company to accurately reflect the value of its underlying assets. With the writing off of the accumulated losses, the Company would be in a better position to declare future dividends, once the Company returned to profitability.

As at the Latest Practicable Date, the Capital Reduction has yet to be completed.

**(e) Resignation of Chief Financial Officer, Mr. Alan David Gordon**

On 27 July 2014, the Company announced the resignation of Mr. Alan David Gordon as Chief Financial Officer with effect from 31 July 2014.

---

**(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 Company had an issued and paid up capital of S\$734,381,914.75 divided into 164,860,446 Shares (on a post-Share Consolidation basis).

As at the Latest Practicable Date, the Company had no 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;**
-

As at the Latest Practicable Date, based on the information in the Register of Substantial Shareholders maintained by the Company pursuant to the Companies Act, the Substantial Shareholders of the Company and the number of Shares in which they have an interest are as follows:-

Name of Substantial Shareholder	Direct Interest		Deemed Interest		Total Interest	
	No. of Shares	%	No. of Shares	%	No. of Shares	%
Advance Opportunities Fund	18,410,022	11.17	–	–	18,410,022	11.17

- 
- (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 twelve (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;**
- 

Save as disclosed below, as at the Latest Practicable Date, the Directors are not aware of any litigation or arbitration proceedings to which the Group is a party to or which is pending or known to be contemplated that may have or which have had in the last twelve (12) months immediately preceding the date of this Offer Information Statement, a material effect on the Group's financial position or profitability.

- (a) On 18 September 2013, the Company announced that TTI ellebeau Inc., a wholly-owned indirect Subsidiary of the Company, is facing a legal claim brought by its landlord in Japan claiming an amount of approximately JPY 179 million (or S\$2.28 million based on the exchange rate at the time) (together with accrued interest) of overdue rent and associated rental charges.

The Group has on 1 February 2014 disposed its entire interest in TTI ellebeau Inc. to a third party on an *as is where is* basis whereby there will be no further claim against each other.

- 
- (g) **where any securities or equity interests of the relevant entity have been issued within the twelve (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;**
- 

**(a) The Equity-Linked Notes Subscription Agreement**

The Equity-Linked Notes Subscription Agreement dated 20 August 2013 entered into between the Company, Advance Opportunities Fund (the “**Notes Subscriber**”) and Advance Capital Partners Pte Limited as the authorised representative of the Notes Subscriber, pursuant to which the Company shall issue to the Notes Subscriber 1% equity-linked redeemable structured convertible notes due 2016 with an aggregate principal amount of up to S\$50,000,000 (comprising three (3) tranches of a principal amount of S\$15,000,000 each for the first two (2) tranches and a principal amount of S\$20,000,000 for the third (3<sup>rd</sup>) tranche) (the “**Equity-Linked Notes**”).

As at the Latest Practicable Date, Equity-Linked Notes in aggregate principal amount of S\$5 million have been issued, of which S\$4.95 million have been converted into 5,689,858,490 Shares (pre-Share Consolidation) and S\$50,000 remain outstanding. Equity-Linked Notes in aggregate principal amount of S\$45 million have yet to be drawn-down and issued under the Equity-Linked Notes Subscription Agreement.

Details of the issue and conversion of the Equity-Linked Notes are as follows:-

<b>Date</b>	<b>Equity-Linked Notes Issued</b>	<b>Equity-Linked Notes Converted</b>
19 December 2013	Issued first sub-tranche of tranche 1 Equity-Linked Notes with principal amount of S\$1 million for a cash consideration of S\$800,000	Converted first sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 125,000,000 conversion shares, at a floating price of S\$0.0016
3 January 2013		Converted first sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 125,000,000 conversion shares, at a floating price of S\$0.0016
8 January 2013		Converted first sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 125,000,000 conversion shares, at a floating price of S\$0.0016
13 January 2014		Converted first sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 188,679,245 conversion shares, at a floating price of S\$0.00106
24 January 2014		Converted first sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 188,679,245 conversion shares, at a floating price of S\$0.00106
29 January 2014	Issued second sub-tranche of tranche 1 Equity-Linked Notes with a principal amount of S\$1,000,000 for a cash consideration of S\$950,000	Converted second sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 250,000,000 conversion shares, at a floating conversion price of S\$0.0008
30 January 2014		Converted second sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 250,000,000 conversion shares, at a floating conversion price of S\$0.0008
3 February 2014		Converted second sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 250,000,000 conversion shares, at a floating conversion price of S\$0.0008
5 February 2014		Converted second sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 250,000,000 conversion shares, at a floating conversion price of S\$0.0008
6 February 2014		Converted second sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 250,000,000 conversion shares, at a floating conversion price of S\$0.0008



<b>Date</b>	<b>Equity-Linked Notes Issued</b>	<b>Equity-Linked Notes Converted</b>
7 February 2014	Issued third sub-tranche of tranche 1 Equity-Linked Notes with a principal amount of S\$1,000,000 for a cash consideration of S\$950,000	Converted third sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 250,000,000 conversion shares, at a floating conversion price of S\$0.0008
10 February 2014		Converted third sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 250,000,000 conversion shares, at a floating conversion price of S\$0.0008
11 February 2014		Converted third sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 250,000,000 conversion shares, at a floating conversion price of S\$0.0008
17 February 2014		Converted third sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$150,000 into 187,500,000 conversion shares, at a floating conversion price of S\$0.0008
27 February 2014	Issued fourth sub-tranche of tranche 1 Equity-Linked Notes with a principal amount of S\$1,000,000 for a cash consideration of S\$950,000	Converted third sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$250,000 into 312,500,000 conversion shares, at a floating conversion price of S\$0.0008
28 February 2014		Converted fourth sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 250,000,000 conversion shares, at a floating conversion price of S\$0.0008
4 March 2014		Converted fourth sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 250,000,000 conversion shares, at a floating conversion price of S\$0.0008
5 March 2014		Converted fourth sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 250,000,000 conversion shares, at a floating conversion price of S\$0.0008
6 March 2014		Converted fourth sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 250,000,000 conversion shares, at a floating conversion price of S\$0.0008
11 March 2014		Converted fourth sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$200,000 into 250,000,000 conversion shares, at a floating conversion price of S\$0.0008

Date	Equity-Linked Notes Issued	Equity-Linked Notes Converted
31 March 2014	Issued fifth sub-tranche of tranche 1 Equity-Linked Notes with a principal amount of S\$1,000,000 for a cash consideration of S\$950,000	Converted fifth sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$400,000 into 500,000,000 conversion shares, at a floating conversion price of S\$0.0008
3 April 2014		Converted fifth sub-tranche of tranche 1 Equity-Linked Notes in aggregate principal amount of S\$550,000 onto 687,500,000 conversion shares at a floating conversion price of S\$0.0008

**(b) The AGT Bond Agreement**

The AGT Bond Agreement dated 5 July 2012 entered into between the Company and Asia Green Technology Inc (“**AGT**”) as amended and varied, pursuant to which the Company shall issue to Asia Green Technology Inc 3% redeemable convertible bonds with a maximum aggregate principal amount of S\$13.6 million (the “**AGT Bonds**”).

As at the Latest Practicable Date, AGT Bonds in aggregate principal amount of S\$9.252 million have been issued, of which S\$6.252 million have been converted into 1,568,258,890 Shares (pre-Share Consolidation) and S\$3 million have been redeemed with 3% interest of S\$61,890.

The Company had on 30 January 2014 served a written notice to AGT to terminate the AGT Bond Agreement. Accordingly, the Company will not issue any further AGT Bonds under the AGT Bond Agreement.

Details of the issue and conversion of the AGT Bonds are as follows:-

Date	AGT Bonds Issued	AGT Bonds Converted
20 November 2012	Issued S\$1,500,000 of the initial tranche	
21 November 2012		Converted S\$300,000 in value of the AGT Bonds into 22,075,055 new shares of the Company, at a conversion price of S\$0.01359 for each new share
7 December 2012		Converted S\$300,000 in value of the AGT Bonds into 30,303,030 new shares of the Company, at a conversion price of S\$0.00990 for each new share
2 January 2013		Converted S\$300,000 in value of the AGT Bonds into 27,100,271 new shares of the Company, at a conversion price of S\$0.01107 for each new share
7 February 2013		Converted S\$500,000 in value of the AGT Bonds into 42,735,043 new shares of the Company, at a conversion price of S\$0.0117 for each new share
1 March 2013		Converted S\$100,000 in value of the AGT Bonds into 8,130,081 new shares of the Company, at a conversion price of S\$0.0123 for each new share

<b>Date</b>	<b>AGT Bonds Issued</b>	<b>AGT Bonds Converted</b>
1 April 2013	Issued a further S\$700,000 of the initial tranche. As of 1 April 2013, an aggregate of S\$2,200,000 of the initial tranche had been issued	Converted S\$300,000 in value of the AGT Bonds into 23,809,524 new shares of the Company, at a conversion price of S\$0.0126 for each new share
10 April 2013		Converted S\$400,000 in value of the AGT Bonds into 37,037,037 new shares of the Company, at a conversion price of S\$0.0108 for each new share
29 May 2013	Issued a further S\$660,000 of the initial tranche. As of 29 May 2013, an aggregate of S\$2,860,000 of the initial tranche had been issued	Converted S\$660,000 in value of the AGT Bonds into 57,291,667 new shares of the Company, at a conversion price of S\$0.01152 for each new share
4 June 2013	Issued a further S\$200,000 of the initial tranche. As of 4 June 2013, an aggregate of S\$3,060,000 of the initial tranche had been issued	
5 June 2013		Converted S\$200,000 in value of the AGT Bonds into 18,518,519 new shares of the Company, at a conversion price of S\$0.0108 for each new share
22 July 2013	Issued the remaining S\$940,000 of the initial tranche and S\$2,060,000 of the subsequent tranches. As of 22 July 2013, an aggregate of S\$6,060,000 of had been issued	
7 October 2013	Issued a further S\$2,572,000 of the subsequent tranches. As of 7 October 2013, the aggregate principal amount of S\$8,632,000 on had been issued	Converted S\$200,000 in value of the AGT Bonds into 31,746,032 new shares of the Company, at a conversion price of S\$0.0063 for each new share
16 October 2013		Converted S\$200,000 in value of the AGT Bonds into 34,482,759 new shares of the Company, at a conversion price of S\$0.0058 for each new share
23 October 2013		Converted S\$100,000 in value of the AGT Bonds into 17,543,860 new shares of the Company, at a conversion price of S\$0.0057 for each new share
31 October 2013		Converted S\$100,000 in value of the AGT Bonds into 21,739,130 new shares of the Company, at a conversion price of S\$0.0046 for each new share

<b>Date</b>	<b>AGT Bonds Issued</b>	<b>AGT Bonds Converted</b>
5 November 2013		Converted S\$100,000 in value of the AGT Bonds into 22,222,222 new shares of the Company, at a conversion price of S\$0.0045 for each new share
7 November 2013		Converted S\$100,000 in value of the AGT Bonds into 25,000,000 new shares of the Company, at a conversion price of S\$0.004 for each new share
8 November 2013		Converted S\$200,000 in value of the AGT Bonds into 52,631,579 new shares of the Company, at a conversion price of S\$0.0038 for each new share
11 November 2013		Converted S\$100,000 in value of the AGT Bonds into 26,315,789 new shares of the Company, at a conversion price of S\$0.0038 for each new share
13 November 2013		Converted S\$100,000 in value of the AGT Bonds into 27,027,027 new shares of the Company, at a conversion price of S\$0.0037 for each new share
18 November 2013		Converted S\$100,000 in value of the AGT Bonds into 27,777,778 new shares of the Company, at a conversion price of S\$0.0036 for each new share
20 November 2013		Converted S\$300,000 in value of the AGT Bonds into 107,142,857 new shares of the Company, at a conversion price of S\$0.0028 for each new share
25 November 2013		Converted S\$150,000 in value of the AGT Bonds into 55,555,556 new shares of the Company, at a conversion price of S\$0.0027 for each new share
26 November 2013		Converted S\$200,000 in value of the AGT Bonds into 74,074,074 new shares of the Company, at a conversion price of S\$0.0027 for each new share
2 December 2013		Converted S\$300,000 in value of the AGT Bonds into 15,000,000 new shares of the Company, at a conversion price of S\$0.002 for each new share
5 December 2013	Issued S\$620,000 of the subsequent tranche	Converted S\$942,000 in value of the AGT Bonds into 628,000,000 new shares of the Company, at a conversion price of S\$0.0015 for each new share

- 
- (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 below, there were no material contracts (not being contracts entered into in the ordinary course of business) entered into by the Company and its Subsidiaries during the two (2) years preceding the date of lodgement of this Offer Information Statement.

- (a) The share transfer agreement dated 30 June 2014 entered into between the Company and Darwin Lim, to acquire a total of 46,225 ordinary shares, representing 18% of the issued and paid up shares of Transcu Pte Ltd (formerly known as Transcu Ltd.) for an aggregate consideration of S\$1.
- (b) The share transfer agreement dated 30 May 2014 entered into between the Company and Darwin Lim, to acquire a total of 210,582 ordinary shares, representing 82% of the issued and paid up shares of Transcu Ltd for an aggregate consideration of S\$1.
- (c) The share transfer agreement dated 30 May 2014 entered into between the Company and Oh Chee Eng, to acquire a total of 1,009,826 ordinary shares, representing the entire issued and paid up shares of Transcu Green Tech Pte Ltd for an aggregate consideration of S\$1.
- (d) The Conditional Share Purchase Agreement dated 16 April 2014 entered into between the Company and Wong Swee Chun Contractor Pte Ltd, Wong Swee Chun, Tang Loi Hup, Wong Sjew Hung, Wong Chee Heng, Kenneth Loo and Chuah Hwa Lim (collectively, the “**Vendors**”) in relation to a proposed acquisition by the Company of the entire issued and paid up share capital of Straits Construction Group Pte Ltd (the “**Proposed Acquisition**”). If completed, the Proposed Acquisition will result in a “Very Substantial Acquisition or Reverse Takeover” of the Company as defined in Chapter 1015 of the SGX-ST Listing Manual.
- (i) The aggregate purchase consideration for the Sale Shares shall be determined by the Company provided that it shall be an amount not less than S\$325 million but not exceeding S\$338 million (the “**Consideration**”) arrived at by the Company and the Vendors on a “*willing buyer willing seller*” basis taking into account the consolidated net profit after tax of the Straits Construction Group Pte Ltd in respect of its financial year ended 31 December 2013 financial results being not less than S\$42 million.
- (ii) The Consideration shall be satisfied in full by way of an allotment and issue of new ordinary shares in the capital of the Company at the issue price of \$0.50 per share (the “**Consideration Shares**”) to the Vendors or their nominees.
- (iii) The Consideration Shares will, upon allotment and issue represent not less than 79.89% of the enlarged share capital of the Company.

Completion of the Proposed Acquisition is conditional upon the fulfilment or waiver of the conditions precedent set out in the Conditional Share Purchase Agreement.

As at the Latest Practicable Date, completion of the Proposed Acquisition remained subject to fulfilment of all the conditions precedent set out in the Conditional Share Purchase Agreement.

- (e) The sale and purchase agreement dated 15 April 2014 entered into between the Company and Phoo Keng Hui, Diong Giong Bing and Chua Mui Hock, to acquire a total of 25,500 ordinary shares, representing 51% of the issued and paid up share capital of Mojo Films Sdn. Bhd. for an aggregate consideration of S\$413,354.

As at the Latest Practicable Date, completion has yet to take place. Upon completion, Mojo Films Sdn. Bhd. will become a Subsidiary of the Company.

- (f) The Equity-Linked Notes Subscription Agreement dated 20 August 2013 entered into between the Company, Advance Opportunities Fund (the “**Notes Subscriber**”) and Advance Capital Partners Pte Limited as the authorised representative of the Notes Subscriber, pursuant to which the Company shall issue to the Notes Subscriber 1% equity-linked redeemable structured convertible notes due 2016 with an aggregate principal amount of up to S\$50,000,000 (comprising three tranches of a principal amount of S\$15,000,000 each for the first two tranches and a principal amount of S\$20,000,000 for the third tranche).

As at the Latest Practicable Date, Equity-Linked Notes in aggregate principal amount of S\$5 million have been issued, of which S\$4.95 million have been converted into 5,689,858,490 Shares (pre-Share Consolidation) and S\$50,000 remain outstanding. Equity-Linked Notes in aggregate principal amount of S\$45 million have yet to be drawn down and issued under the Equity-Linked Notes Subscription Agreement.

- (g) The collaboration and option agreement dated 2 May 2013 entered into between the Company and FPGPL for the purposes of designing, manufacturing, business development, marketing and commercialisation of battery packs for mobile multimedia and communication devices using technologies held by FPGPL. In consideration of the option fee of US\$1, FPGPL had granted the Company an exclusive option to acquire a worldwide license, excluding Japan, to develop, manufacture and distribute batteries for mobile multimedia and communication devices which apply the intellectual property rights subsisting in the 3DOM Battery.

The option has since expired without being exercised.

- (h) The subscription agreement dated 30 January 2013 entered into between the Company and FPGPL, pursuant to which FPGPL had agreed to subscribe for, and the Company had agreed to allot and issue, a minimum of 461,538,461 new ordinary shares in the capital of the Company up to a maximum of 1,169,230,769 new ordinary shares in the capital of the Company at the issue price of S\$0.013 per share.

- (i) The sale and purchase agreement dated 30 January 2013 entered into between the Company, Forest Pine and FPGPL (collectively, “**FP Group**”), pursuant to which the Company will acquire from FP Group an aggregate of 74,800,000 ordinary shares in the share capital of Nanomizer Pte. Ltd., representing 74.8% of the entire issued share capital of FP Group for an aggregate consideration of US\$33,626,995 or approximately S\$41,024,934 based on an agreed exchange rate of US\$1:S\$1.22. The consideration shall be satisfied in full by the allotment and issuance to the FP Group an aggregate of 3,155,764,154 new ordinary shares in the capital of the Company at the issue price of S\$0.013 per share.

- (j) The joint venture agreement dated 5 November 2012 entered into between two (2) Subsidiaries of the Company, namely Transcu Green Tech Pte. Ltd. and BME, with Asia Mortar Pte. Ltd. to establish a joint venture company in Singapore (the “**JV Co**”). The parties intend for the JV Co to undertake business activities involving, *inter alia*, the manufacturing, installation and maintenance of the products developed from the biomass technology of BME. The JV Co shall have an initial paid up capital of S\$100 divided into 100 ordinary shares at S\$1 per share and Asia Mortar Pte. Ltd. shall take a 45% shareholding in the JV Co, while Transcu Green Tech Pte. Ltd. and BME shall take 4% and 51% in the JV Co respectively.

- (k) The second supplemental agreement dated 5 July 2012 entered into between the Company and AMAC to vary the terms of the 4% FPGPL Supplemental Agreement, such that the Company would acquire 6% of FPGPL from AMAC instead of the 4% as previously agreed between the parties for an aggregate consideration of US\$15,000,000 or approximately S\$12,000,000 based on an agreed exchange rate of US\$1:S\$1.25. The consideration shall be satisfied in full by the allotment and issuance to AMAC an aggregate of 375,000,000 new ordinary shares in the capital of the Company at the issue price of S\$0.05 per share.

The Company completed the allotment and issue of the consideration shares in the capital of the Company on 12 October 2012.

- (l) The AGT Bond Agreement dated 5 July 2012 entered into between the Company and AGT as amended and varied, pursuant to which the Company shall issue to AGT 3% redeemable convertible bonds with a maximum aggregate principal amount of S\$13.6 million.

The Company had on 30 January 2014 served a written notice to AGT to terminate the AGT Bond Agreement. Accordingly, the Company will not issue any further AGT Bonds under the AGT Bond Agreement.

---

## 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.
- 

Please refer to the consolidated income statements set out in **Appendix E** of this Offer Information Statement.

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.
- 

Please refer to **Appendix E** of this Offer Information Statement.

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.
- 

Save as disclosed below and 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.

## **FY2011 vs FY2012**

The Group reduced the net loss attributable to the Company from US\$17.2 million in FY2011 to US\$14.5 million in FY2012, representing a 16.2% year over year reduction in FY2012 as compared to FY2011. The lower loss was mostly due to more efficient deployment of available resources and leaner cost structure.

### Revenue

The Group's revenue decreased by approximately US\$2.4 million or 21.9% year-on-year to US\$8.7 million for FY2012. The decline was primarily attributable to the decreases in revenue contribution of US\$1.4 million from the cosmetics business, US\$0.8 million from the pharmaceutical business and US\$0.3 million from the green technology business. The decrease in cosmetics business was due mainly to a drop in wholesale channel revenue from TV promotions while the decrease in revenue from the pharmaceutical business was due to reduction in services fees from the testing of the proprietary Transdermal Drug Delivery System technology.

### Expenses

Operating expenses comprising research & development ("R&D") expenses, selling and administrative expenses) were trimmed down significantly by 12.9% year over year to approximately US\$20.7 million in FY2012 as compared to US\$23.8 million in the last corresponding period. Selling expenses reduced by approximately 20.4% to US\$4.7 million in FY2012 was mainly due to the decrease in occupancy cost and salary expenses. Administrative expenses declined by approximately 16.3% from US\$11.6 million in FY2011 to US\$9.7 million in FY2012, mainly due to lower occupancy and overhead costs. This was partially offset by the increase in expenses due to increased travel, legal and audit expenses.

## **FY2012 vs FY2013**

As presented in the Company's annual report for FY2013, the Group's total comprehensive loss increased by US\$27.1 million from US\$14.2 million in FY2012 to US\$41.4 million in FY2013 mainly due to impairment losses related to intangibles, fixed assets and financial assets.

### Revenue

The Group's revenue decreased by approximately US\$2.3 million or 26.3% year-on-year to US\$6.4 million for FY2013.

The decline was mainly attributed to the decrease in revenue contribution from the cosmetics business which was adversely affected by reduced expenditure in branding and advertising as constrained by tighter cash flow. In the cosmetics business, there was a decrease in cost of sales by approximately US\$1.0 million (39.5%) due to a decrease in revenue from wholesale channels. Cash flow constraints in this area saw a lower investment in sales, marketing and related expenses especially with regards to business advertising, promotion expenses, occupancy cost and salary. The reduction in service fee revenue from the green technology business also contributed to the reduction in FY2013's revenue.

### Other income

Other income increased by US\$0.3 million to US\$0.5 million in FY2013 mainly due to currency translation gains.

### Expenses

Spending on R&D decreased during the year but total R&D expenses doubled due to the expense related to the impairment of R&D expenses that were capitalised in previous years. Development costs can be capitalised when the costs are based on the ability, technical feasibility and intention to complete the development for sale. Due to delays in development and the high costs of completing the development, the Group discontinued the capitalisation of development costs and incurred an impairment cost against previously capitalised costs.

Similarly, administration costs increased from US\$9.7 million in FY2012 to US\$51.3 million in FY2013 due to the impairment costs for the Group's fixed assets, goodwill and investments in financial assets. As the Group's companies were not forecasted to return to profitability in the immediate future, the carrying value of these assets could not be justified and was fully impaired.



## **FY2013 vs FY2014**

As presented in the Company's annual report for FY2014, the results of disposed Subsidiaries outside Singapore for FY2014 and FY2013 are presented separately as "Discontinued Operations". In view of that, comparison of the performance between FY2014 and FY2013 may not be meaningful.

The Group's total comprehensive loss decreased by US\$41.1 million from US\$41.4 million in FY2013 to US\$0.3 million in FY2014, mainly due to the gain from disposal of discontinued operations in FY 2014 and the impairment losses related to intangibles, fixed assets and financial assets in FY2013.

### Revenue

No revenue or cost of sales was recorded in FY2014 as the results of Japanese Subsidiaries were included in discontinued operations.

### Expenses

R&D expenses were US\$0.1 million and selling expenses were US\$0.1 million. The administrative expenses were reduced from US\$44.4 million to US\$5 million mainly due to the lesser impairment costs and write-offs as compared to FY2013.

The loss from discontinued operations relates to the results from Biomass Energy Corporation ("**BME**"), the pharmaceutical business and the Japanese cosmetics business. BME results are included in discontinued operations from April 2013 to September 2013. Results from the pharmaceutical and Japanese cosmetics business were included in discontinued operations from April 2013 to the end of January 2014 when the Group no longer had financial responsibility for the Subsidiaries.

## **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.**
- 

Please refer to the consolidated balance sheets set out in **Appendix F** of this Offer Information Statement.

---

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.**
- 

Please refer to **Appendix F** of this Offer Information Statement.

## 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.

The consolidated cash flow statements of the Group for the financial year ended 31 March 2013 (“FY2013”) and the financial year ended 31 March 2014 (“FY2014”) are set out below:-

	Audited FY2013 (US\$'000)	Audited FY2014 (US\$'000)
Profit / (loss) for the year	(64,384)	4,325
Adjustment for non-cash or non-operating items	54,417	(13,494)
<b>Operating profit before working capital changes</b>	<b>(9,967)</b>	<b>(9,169)</b>
Working capital changes	5,435	3,253
<b>Cash generated from operations</b>	<b>(4,532)</b>	<b>(5,916)</b>
Net income tax and interest (paid)	(14)	–
<b>Net cash (used in) operating activities</b>	<b>(4,546)</b>	<b>(5,916)</b>
Net cash (used in) / generated from investing activities	(1,163)	(48)
<b>Net cash (used in) / generated from financing activities</b>	<b>5,865</b>	<b>7,975</b>
<b>Net (decrease) / increase in cash and cash equivalents</b>	<b>156</b>	<b>2,011</b>
Cash and cash equivalents at beginning	378	499
Effects of foreign exchange rate changes	(35)	1
<b>Cash and cash equivalents at end</b>	<b>499</b>	<b>2,511</b>

Source: Annual report of the Company for FY2014.

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 lodgement of this Offer Information Statement, the Directors are of the reasonable opinion that, after taking into consideration the present bank facilities and the net proceeds from the Equity-Linked Notes, the working capital available to the Group is sufficient to meet its present requirements.

- 
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) 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, as 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 relevant entity's financial position and results or business operations, or the investments by holders of securities in the relevant entity.

#### **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.
- 

The discussion on the business and financial prospects herein may contain forward-looking statements. Please refer to the section entitled "**Cautionary Note on Forward-Looking Statements**" for further details.

Save as disclosed in this Offer Information Statement, the Company's annual reports, circulars and SGXNET announcements, the Directors are not aware of any known trends, uncertainties, demands, commitments or events which 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.

Please also refer to the section entitled "**Risk Factors**" of this Offer Information Statement.

---

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.
- 

Not applicable. There is no profit forecast 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.
- 

Not applicable. There is no profit forecast 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.**
- 

Not applicable. There is no profit forecast 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.**
- 

Not applicable. There is no profit forecast disclosed in this Offer Information Statement.

- 
- 14. Where the profit forecast is disclosed 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 Standard 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.**
- 

Not applicable. There is no profit forecast 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 all public announcements made by the Company via the SGXNET, the Directors are not aware of any event which has occurred since 31 March 2014 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.

---

Noted.

---

## 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.**

---

- (a) The Issue Price is S\$0.008 for each Rights Share, payable in full on acceptance and/or application.
  - (b) One (1) Warrant will be issued free with every one (1) Rights Share successfully subscribed for. The Exercise Price for each Warrant is S\$0.009, payable in full upon the exercise of the Warrant (subject to any adjustment under certain circumstances as set out in the Deed Poll).
  - (c) The expenses incurred in connection with the Rights cum Warrants Issue will not be specifically charged to subscribers or Purchasers of the Rights Shares with Warrants.
  - (d) An administrative fee will be incurred for each successful application made through the ATMs of the respective Participating Banks.
- 

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 the 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.**

---

- (a) Not applicable in respect of the Rights Shares and the Warrant Shares, as the Shares, the Rights Shares and the Warrant Shares will be traded on the Main Board of the SGX-ST.
  - (b) There is no established market for the Warrants.
  - (c) The Issue Price of S\$0.008 for each Rights Share and the Exercise Price of S\$0.009 for each Warrant represent a discount of approximately 96% and 95% respectively to the theoretical closing price of S\$0.195 per Share. The theoretical closing price of S\$0.195 was calculated on the assumption that the Share Consolidation (of sixty-five (65) existing shares into one (1) ordinary share in the capital of the Company) had been effected immediately before the close of market on 24 February 2014 and based on the simple multiplication by a factor of sixty-five (65), to the closing price of S\$0.003 per Share transacted on the SGX-ST on 24 February 2014, being the latest transacted price preceding the date of the announcement of the Company's proposal to undertake the Rights cum Warrants Issue.
- 

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.**

---

- (a) Other than the provisional allotments, no Shareholder has pre-emptive rights to subscribe for the Rights Shares with Warrants.
- (b) 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 "**Eligibility of Shareholders to Participate in the Rights cum Warrants Issue**" section of this Offer Information Statement for further details.

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

- (a) No securities of the same class as the Warrants are listed for quotation on any securities exchange. However, the Rights Shares and the Warrant Shares to be issued upon any exercise of the Warrants are of the same class as the Shares and the Shares are listed for quotation on the Main Board of the SGX-ST.

The price range and volume of the Shares traded on the SGX-ST over the last twelve (12) months immediately preceding the Latest Practicable Date are as follows:-

	Price Range		Volume
	Low (S\$)	High (S\$)	(millions)
July 2013	0.009	0.013	401.5
August 2013	0.009	0.012	340.7
September 2013	0.008	0.010	148.8
October 2013	0.005	0.009	159.9
November 2013	0.002	0.006	471.8
December 2013	0.001	0.003	575.9
January 2014	0.001	0.003	1,376.2
February 2014	0.001	0.004	2,567.7
March 2014	0.001	0.003	1,586.5
April 2014	0.001	0.003	1,068.7
May 2014	0.001	0.002	188.1
June 2014	0.001	0.002	546.2
1 July 2014 to 21 July 2014 <sup>1</sup>	0.001	0.002	930.6
22 July 2014 to Latest Practicable Date <sup>2</sup>	0.091	0.140	24.9

**Notes:-**

1. 21 July 2014 being the last day of trading on pre-Share Consolidation basis.
2. 22 July 2014 being the first day of trading on post-Share Consolidation basis.

- (b) Not applicable.
- (c) Trading of the Company's Shares was suspended from 9 June 2011 to 8 October 2012.
- (d) Not applicable. After the lifting of the trading suspension and based on the trading volume of the Shares on the SGX-ST as set out in the table above, the Shares are traded regularly on the SGX-ST.

---

**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.**

- 
- (a) The Rights Shares, when allotted and issued, will 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 on or after the date of issue of the Rights Shares.

The Warrant 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 is on or prior to the relevant exercise date of the Warrants.

- (b) The Warrants to be issued under the Rights cum Warrants Issue are not identical to any securities already issued by the Company.

(i) Please refer to **Part X Section 1 (Additional Information Required For Offer Securities By Way Of Rights Issue)** and **Appendix A** of this Offer Information Statement and the Deed Poll for information on the rights, preferences and restrictions attached to the Warrants.

(ii) On 29 May 2014, the Company received the approval in-principle from the SGX-ST for the dealing in, listing and quotation for the Warrants on the Main Board of the SGX-ST, subject to certain conditions. The approval in-principle granted by the SGX-ST is in no way reflective of and is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Warrant Shares, the Company and/or its Subsidiaries.

The Warrants are to be issued pursuant to the specific approval from Shareholders granted at the EGM convened for the undertaking of the Rights cum Warrants Issue.

The issue of the Warrants has also been authorised by resolutions of the Board of Directors passed on 7 April 2014.

**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.**
-



(a) **Amount of the securities**

The Rights cum Warrants Issue is proposed to be made on a renounceable non-underwritten basis of up to 824,318,595 Rights Shares at an Issue Price of S\$0.008 for each Rights Share, and up to 824,318,595 Warrants, with each Warrant carrying the right to subscribe for one (1) Warrant Share at the Exercise Price of S\$0.009, on the basis of five (5) Rights Shares with five (5) Warrants for every one (1) Share held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded.

(b) **Plan of distribution**

(i) Entitled Shareholders

Entitled Shareholders will be at liberty to accept (in full or in part), decline or otherwise renounce or trade (during the provisional allotment trading period prescribed by the SGX-ST) their provisional allotments of the Rights Shares with Warrants and will be eligible to apply for Excess Rights Shares with Warrants.

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

In the allotment of Excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue, or have representation (direct or 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.

(ii) Foreign Shareholders

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 "**Eligibility of Shareholders to Participate in the Rights cum Warrants Issue**" section of this Offer Information Statement for further details.

(c) **No undertaking and no underwriting**

As at the Latest Practicable Date, the Company has not received undertakings from any Shareholder to subscribe for the Rights Shares with Warrants pursuant to the Rights cum Warrants Issue.

The Company has decided to proceed with the Rights cum Warrants Issue on a non-underwritten basis. Accordingly, the Rights cum Warrants Issue will not be underwritten by any financial institution.

(d) The Rights Shares with Warrants are not offered through any broker or dealer.

(e) **Terms and conditions**

The allotment and issue of the Warrants pursuant to the Rights cum Warrants Issue is governed by the terms and conditions as set out in **Appendices A, B, C, and D** of this Offer Information Statement, the ARE, the ARS and the PAL.

---

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

---

Not applicable. The Rights cum Warrants Issue is not underwritten.

---

## PART VII – ADDITIONAL INFORMATION

---

### Statement by Experts

---

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.**
- 

Not applicable. No statement or report attributed to a person as 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.**
- 

Not applicable. No statement or report attributed to a person as 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.**
- 

Not applicable. No statement or report attributed to a person as an expert is included in this Offer Information Statement.

### Consent from Issue Managers and Underwriters

---

4. **Where a person is named in the offer information statement as the issue manager or underwriter (but not a sub-writer) 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.**
- 

Not applicable. There are no managers and/or underwriters for the Rights cum Warrants Issue.

### Other Matters

---

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.**
- 

Save as disclosed in this Offer Information Statement and to the best of the Directors' knowledge, the Directors are not aware of any other particulars of any other matters not disclosed under any other paragraph of this Offer Information Statement which could materially affect, directly or indirectly, the Company's business operations or financial position or results or investments by the holders of securities in the Company.

---

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

---

Not applicable.

---

**PART IX – ADDITIONAL INFORMATION REQUIRED FOR CONVERTIBLE DEBENTURES**

---

Not applicable.

---

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

---

**1. Provide:-**

**(a) the particulars of the rights issue;**

---

**(a) Principal Terms of the Rights Shares**

Number of Rights Shares : Up to 824,318,595 Rights Shares (with up to 824,318,595 Warrants) to be issued, on the assumption that there is no change to the number of Shares up to the Rights Books Closure Date.

Basis of provisional allotment : Five (5) Rights Shares with five (5) Warrants for every one (1) existing 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.

Issue Price : S\$0.008 for each Rights Share, payable in full on acceptance of the provisional allotments of the Rights Shares with Warrants and/or Excess Applications.

Status of the Rights Shares : The Rights Shares, upon allotment and issue, will 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 on or after the date of issue of the Rights Shares.

Listing of the Rights Shares : On 29 May 2014, the Company received the approval in-principle from the SGX-ST for the dealing in, listing and quotation for the Rights Shares, the Warrants and the Warrants Shares on the Main Board of the SGX-ST, subject to certain conditions.

The approval in-principle granted by the SGX-ST for the dealing in, listing and quotation for the Rights Shares, the Warrants and the Warrant Shares on the Main Board of the SGX-ST is in no way reflective of and is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Warrant Shares, the Company and/or its Subsidiaries.

Eligibility 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**”

Trading of the Rights Shares : Upon the listing and quotation for the Rights Shares on the Main Board of the SGX-ST, the Rights Shares will be traded under the book-entry (scripless) settlement system. Each board lot of Rights Shares will consist of 1,000 Shares.

Acceptance, Excess Applications and payment procedures : Provisional allotments which are not taken up for any reason shall be aggregated and used to satisfy 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, subject to applicable laws and the SGX-ST Listing Manual. In the allotment of Excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and Substantial Shareholders and Directors 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 Directors will take steps to ensure that Rule 803 of the SGX-ST Listing Manual on the restriction of transfer of Controlling Interest without prior approval of Shareholders in a general meeting is complied with in their exercise of discretion to allot or issue any such Excess Rights Shares with Warrants.

Use of CPF Funds : Persons who have previously bought their Shares using the CPF Investment Scheme – Ordinary Account (“**CPFIS Shareholders**”) can only use, subject to applicable CPF rules and regulations, their CPF account savings (“**CPF Funds**”) for the payment of the Issue Price to subscribe for their provisional allotments of the Rights Shares with Warrants and (if applicable) apply for Excess 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 their CPF Funds will need to instruct their respective 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 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 could top up cash into their CPF Investment Accounts before instructing their respective approved CPF agent banks to accept the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. Any application made directly to CDP or through ATMs will be rejected. CPF Funds may not, however, be used for the purchase of the provisional allotment of Rights Shares with Warrants directly from the market.

Non-underwritten : The Rights cum Warrants Issue will not be underwritten.

Governing law : Laws of the Republic of Singapore.

**(b) Principal Terms of the Warrants**

Number of Warrants : Up to 824,318,595 Warrants to be issued together with the Rights Shares subscribed, on the assumption that up to 824,318,595 Rights Shares are issued and allotted.

Basis of provisional allotment : One (1) Warrant for every one (1) Rights Share subscribed, fractional entitlements to be disregarded.

- Detachability and trading : The Warrants will be detached from the Rights Shares on allotment and issue and will be listed and traded separately on the Main Board of the SGX-ST, under the book-entry (scripless) settlement system upon the listing and quotation for the Warrants on the Main Board of the SGX-ST, subject to, *inter alia*, 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 1,000 Warrants or such other number as may be notified by the Company.
- Listing of the Warrants and Warrant Shares : On 29 May 2014, the Company received the approval in-principle from the SGX-ST for the dealing in, listing and quotation for the Rights Shares, the Warrants and the Warrant Shares on the Main Board of the SGX-ST, subject to certain conditions.
- The approval in-principle granted by the SGX-ST for the dealing in, listing and quotation for the Rights Shares, the Warrants and the Warrant Shares on the Main Board of the SGX-ST is in no way reflective of and is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants and the Warrant Shares, the Company and/or its Subsidiaries.
- Form and subscription Rights : The Warrants will be issued in registered form and will be constituted by the Deed Poll. Subject to the terms and conditions of the Warrants as set out in the Deed Poll, each Warrant will entitle the Warranholder, at any time during the Exercise Period, to subscribe for one (1) Warrant Share at the Exercise Price in force on the relevant exercise date.
- Exercise Price : S\$0.009 for each Warrant Share on the exercise of the Warrant, which price will be subject to adjustments under certain circumstances in accordance with the terms and conditions of the Warrants as set out in the Deed Poll.
- Exercise Period : The Warrants may be exercised at any time during the period commencing on and including the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the third (3<sup>rd</sup>) anniversary of the date of issue of the Warrants, unless such date is a date on which the Warrant Register is closed or is not a Market Day, in which event the Exercise Period shall end on the date prior to the closure of the Warrant Register or on the immediate preceding Market Day, as the case may be, but excluding such period(s) during which the Warrant Register may be closed pursuant to the terms and conditions of the Warrants. Warrants remaining unexercised at the expiry of the Exercise Period shall lapse and cease to be valid for any purpose.
- Notice of expiry of the Warrants shall be given to all Warranholders of the Company at least one (1) month before the expiration date.
- Mode and payment for exercise of Warrants : Warranholders who exercise their Warrants must pay the Exercise Price by way of:-
- (a) remittance in Singapore currency by banker's draft or cashier's order drawn on a bank in Singapore in favour of the Company for the full amount of the Exercise Price payable in respect of the Warrants exercised; or

- (b) subject to the Warrants being listed on the SGX-ST, by debiting the relevant Warrantheader's CPF Investment Account (as defined in the Deed Poll), for the credit of the Company for the full amount of the Exercise Price payable in respect of the Warrants exercised; or
- (c) partly in the form of remittance and/or partly by debiting such Warrantheader's CPF Investment Account with the CPF Approved Bank (as defined in the Deed Poll) for the credit of the Company such that the aggregate amount of such remittance and/or the amount credited to the Company by the CPF Approved Bank is equal to the full amount of the Exercise Price payable in respect of the Warrants exercised.

Adjustments : The Exercise Price and/or the number of Warrants to be held by each Warrantheader will, after the issue of the Warrants, be subject to adjustments under certain circumstances provided in the terms and conditions of the Warrants as set out in the Deed Poll and found in **Appendix A** of this Offer Information Statement.

Such circumstances include, without limitation, consolidation, subdivision or reclassification 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 Warrant Shares : The Warrant 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 is on or prior to the relevant exercise date of the Warrants.

Modifications of rights of Warrantheaders : The Company may, without the consent of the Warrantheaders but in accordance with the terms and conditions of the Deed Poll and 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 Warrantheaders; or
- (b) of a formal, technical or minor nature; or
- (c) to correct a manifest error or to comply with mandatory provisions of Singapore law; or

- (d) to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of Warrant Shares arising from the exercise thereof or meetings of the Warrantholders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the Main Board of the SGX-ST; or
- (e) to facilitate scripless settlement of trades of the Warrants or the Shares on the SGX-ST in accordance with the requirements of the SGX-ST or CDP from time to time.

Any such modification shall be binding on all Warrantholders and all persons having an interest in the Warrants. Upon any modification of the terms of the Deed Poll and/or the terms and conditions of the Warrants, notice shall be given to the Warrantholders in accordance with the terms and conditions of the Warrants as set out in the Deed Poll as soon as practicable thereafter. Unless made pursuant to sub-paragraphs (a) to (e) above, any alteration to the terms of the Warrants to the advantage of the Warrantholders is subject to the approval of the Shareholders and the SGX-ST.

Any material alteration to the terms and conditions of the Warrants to the advantage of the Warrantholders is subject to the approval of Shareholders, and if necessary, the SGX-ST, except where the alterations are made pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.

Transfer and transmission : For as long as the Shares and the Warrants are listed on the SGX-ST, a Warrant may only be transferred in the manner prescribed in the terms and conditions of the Warrants as set out in the Deed Poll including, *inter alia*, the following:-

(a) Warrants not registered in the name of CDP

A Warrantholder whose Warrants are registered in his/her own name (the "**Transferor**") shall lodge, during normal business hours on any Market Day at the specified office of the Warrant Agent (as defined in the Deed Poll), the Transferor's warrant certificate(s) together with an instrument of transfer, in the form approved 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 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 the Depository to sign as transferee any Transfer Form for the transfer of Warrants to it. A Transferor shall remain a holder of the Warrants until the name of the transferee is entered in the Register of Warrantholders by the Warrant Agent or the Depository Register by the Depository, as the case may be;



(b) Deceased Warrantholder

The executors and administrators (or trustees) of the estate of a deceased Warrantholder whose Warrants are registered otherwise than in the name of the Depository (not being one of several joint holders whose Warrants are registered otherwise than in the name of the Depository) and, in case of death of one or more of several such joint Warrantholders, the survivor or survivors of such joint holders shall be the only person(s) recognised by the Company and the Warrant Agent as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall, on producing to the Warrant Agent such evidence as may be required by the Warrant Agent to prove their title, and on the completion of a Transfer Form and payment of such fees and expenses required by the conditions of the Warrants to be 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 Warrantholder could have made; and

(c) Warrants registered in the name of CDP

Where the Warrants are registered in the name of the Depository and the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by the Depository by way of book-entry. A Depositor shall be deemed to remain a Warrantholder of the Warrants until the name of the transferee is entered in the Depository Register by CDP.

Winding-up

- : Where there is a members' voluntary winding-up of the Company (other than a winding-up for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement approved by the Warrantholders by way of a Special Resolution (as defined in the Deed Poll)), the Warrantholders 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 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 Warrantholders, in accordance with the conditions of the Deed Poll, of the passing of such resolution within seven (7) days after the passing thereof. Where a Warrantholder 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 Warrants which are not exercised shall lapse and cease to be valid for any purpose.

Further issues	:	Subject to the terms and conditions of the Warrants set out in the Deed Poll and the Company having sufficient authorised but unissued share capital, Warranholders shall not have any participation rights in such further issues of securities by the Company unless otherwise resolved by the Company in general meeting or in the event of a takeover offer to acquire Shares.
Use of CPF Funds	:	CPF members may use their savings in the CPF Ordinary Account (subject to the availability of investible savings) for the payment of the Exercise Price upon exercise of the Warrants (in which case the Warrant Shares arising therefrom will be held through the CPF Investment Account). CPF members are NOT permitted to use the CPF monies to:- <ul style="list-style-type: none"> <li>(a) purchase the “nil-paid” rights traded on the SGX-ST; and/or</li> <li>(a) purchase the Warrants traded on the SGX-ST (the listing thereof subject to there being a sufficient spread of holdings).</li> </ul>
Warrant Agent	:	B.A.C.S. Private Limited
Governing law	:	Laws of the Republic of Singapore.

---

**(b) the last day and time for splitting of the provisional allotment of the securities to be issued pursuant to the rights issue;**

---

The last date and time for the splitting of the provisional allotment of the Rights Shares with Warrants is on 15 August 2014 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 issue;**

---

The last date and time for acceptance of and payment for the Rights Shares with Warrants is on 21 August 2014 at 5.00 p.m. (and 21 August 2014 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 issue;**

---

The last date and time for renunciation and payment by the renounee for the Rights Shares with Warrants is on 21 August 2014 at 5.00 p.m. (and 21 August 2014 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 issue;**

---

The terms and conditions of the Rights cum Warrants Issue are as set out in this Offer Information Statement, including **Appendices A, B, C** and **D**, 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 at the Latest Practicable Date, the Company has not received undertakings from any Shareholder to subscribe for the Rights Shares with Warrants pursuant to the Rights cum Warrants Issue.

---

**(g) if the rights issue is or will not be underwritten, the reason for not underwriting the issue.**

---

The Company has decided to proceed with the Rights cum Warrants Issue on a non-underwritten basis as the Company believes that the Issue Price of S\$0.008 for each Rights Share and the Exercise Price of S\$0.009 for each Warrant Share is sufficiently attractive.

Further, the Directors are of the opinion that there is no minimum amount which must be raised from the Rights cum Warrants Issue, and after taking into consideration the net proceeds from the Equity-Linked Notes which have been issued, the working capital available to the Group is sufficient to meet its present requirements.

Hence, in view of the above and the savings in costs in respect of underwriting fees enjoyed for not having to bear underwriting fees, the Company has decided to proceed with the Rights cum Warrants Issue on a non-underwritten basis. Accordingly, the Rights cum Warrants Issue will not be underwritten by any financial institution.

## ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS ISSUES UNDER APPENDIX 8.2 OF THE SGX-ST LISTING MANUAL

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

The working capital of the Group as at 31 March 2011 (“FY2011”), 31 March 2012 (“FY2012”), 31 March 2013 (“FY2013”) and 31 March 2014 (“FY2014”) are set out below.

	As at 31 March 2011 (Audited) (US\$'000)	As at 31 March 2012 (Audited) (US\$'000)	As at 31 March 2013 (Audited) (US\$'000)	As at 31 March 2014 (Audited) (US\$'000)
Current assets	5,178	4,133	4,632	2,549
Current liabilities	6,410	9,868	21,279	9,092
<b>Net current assets/liabilities</b>	<b>(1,232)</b>	<b>(5,735)</b>	<b>(16,647)</b>	<b>(6,543)</b>

### FY2011 vs FY2012

In FY2012, the Group's total assets decreased by 17.3% to US\$19.1 million due mainly to the decrease in non-current assets.

Non-current assets for the Group reduced by US\$3.0 million to US\$15.0 million for FY2012 mainly due to the depreciation of property, plant and equipment of about US\$2.1 million, amortisation of intangible assets of approximately US\$0.5 million and decrease in deposits of about US\$0.8 million. The decrease was partly offset by an increase of US\$0.4 million from the addition of plant and equipment and intangible assets.

Total liabilities of the Group more than doubled in FY2012 from US\$7.4 million to US\$15.3 million due to an increase of US\$3.5 million in current liabilities. The increase in current liabilities was primarily due to an increase of US\$3.8 million in accruals and other payables as the Group was unable to pay outstanding bills due to cash flow concerns. The increase in non-current liabilities was due to an increase in loan from a shareholder of about US\$4.5 million utilised as working capital for the Group's operations.

The Group was in a net current liability position of US\$5.7 million as at 31 March 2012.

### FY2012 vs FY2013

As presented in the Company's audit report for FY2013, non-current assets for the Group decreased by approximately US\$13.7 million, which was due mainly to impairment of intangible assets and property plant and equipment for the Group's companies that are not forecasted to be profitable in the immediate future. Current liabilities increased due to the Groups' cash flow constraints during the year. Equity decreased by \$20 million due to the Group's operating losses as well as the large impairment charges.

The Group was in a net current liability position of US\$16.6 million as at 31 March 2013.

### FY2013 vs FY2014

As presented in the Company's audit report for FY2014, non-current assets decreased from the prior fiscal year due to the disposal of BME, which is no longer considered a Subsidiary since the Group's ownership was diluted through the issue of new shares and the sale of Subsidiaries with an ownership interest in BME. Current assets decreased by \$2.1 million compared to the prior fiscal year due to the disposal of the Company's Japanese Subsidiaries partially offset by a \$2 million increase in cash due to the availability of funds from the equity linked notes. Current liabilities decreased by \$12.2 million mainly due to the disposal of the Company's Japanese Subsidiaries. Non-current debt increased as short term debt was replaced by debt with longer maturities.

---

## 2. Convertible Securities

- (i) Where the rights issue or brought deal involves an issue of convertible securities, such as company warrants or convertible debt, the information in Rule 832 of the Listing Manual.
- (ii) Where the rights issue or brought deal is underwritten and the exercise or conversion price is based on a price fixing formula, to state that the exercise or conversion price must be fixed and announced before trading of nil-paid rights commences.

- 
- (a) The information required in Rule 832 of the SGX-ST Listing Manual has been set out in Parts IV, V and X and **Appendix A** of this Offer Information Statement.
  - (b) Not applicable. The Rights cum Warrants Issue will not be underwritten by any financial institution.

---

## 3. Responsibility Statement by the financial adviser

---

Not applicable. No financial adviser has been appointed for the Rights cum Warrants Issue.

## APPENDIX A – TERMS AND CONDITIONS OF THE WARRANTS

The free detachable warrants (the “**Warrants**”) to subscribe for new ordinary shares in the capital of OLS Enterprise Ltd. (formerly known as Transcu Group Ltd) (the “**Company**”) are issued in conjunction with the renounceable non-underwritten rights issue of up to 824,318,595 new ordinary shares in the capital of the Company (the “**Rights Shares**”) at an issue price of S\$0.008 for each Rights Share (the “**Issue Price**”) with up to 824,318,595 Warrants, each Warrant carrying the right to subscribe for one (1) new ordinary share in the capital of the Company (the “**Warrant Share**”) at the exercise price of S\$0.009 for each Warrant Share, on the basis of five (5) Rights Shares with five (5) Warrants for every one (1) existing ordinary share in the capital of the Company held by Shareholders (as defined below) as at the Books Closure Date (as defined below), fractional entitlements to be disregarded (the “**Rights cum Warrants Issue**”).

The Rights cum Warrants Issue is undertaken pursuant to specific Shareholders’ approval granted during the EGM held on 9 July 2014. The issue of the Warrants has also been authorised by resolutions of the board of Directors (the “**Board**”) passed on 7 April 2014. The Warrants are subject to and have the benefit of an instrument (the “**Deed Poll**”) to be executed by the Company.

Copies of the Deed Poll are available for inspection at the specified office of the warrant agent referred to in Condition 2.13 (the “**Warrant Agent**”). The holders of the Warrants (the “**Warrantholders**”) 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 provisions of the Deed Poll:-

### 1 DEFINITIONS

#### 1.1 *Definitions*

In these Conditions, unless the context otherwise requires, the following words or expressions shall have the following meanings:

“**Approved Bank**” means a reputable bank or merchant bank or a person duly licensed under the Securities Industry Act (Cap. 289) or the Securities and Future Act, as the case may be, for the purposes of advising on corporate finance and carrying on businesses in Singapore, selected by the Directors;

“**Auditors**” means the auditors for the time being of the Company;

“**Capital Distribution**” has the meaning ascribed to it in Condition 3.1(b)(iii) of the Conditions;

“**CDP**” means The Central Depository (Pte) Limited;

“**CPF**” means The Central Provident Fund;

“**Companies Act**” means the Companies Act (Chapter 50) of Singapore, as amended from time to time;

“**Conditions**” means the Conditions en faced and/or endorsed on the Warrant Certificates as may from time to time be modified in accordance with the provisions set out herein and in the Deed Poll, and “**Condition**” followed by a number refers to the relative numbered paragraph of the Conditions;

“**Deed Poll**” means the Deed Poll dated 6 August 2014 executed by the Company to provide for the Warrants and the Schedules thereto and every deed executed in accordance with the provisions of the Deed Poll and expressed to be supplemental thereto (as each may from time to time be modified in accordance with the provisions of the Deed Poll);

**“Depositor”, “Depository Agent” and “Depository Register”** shall have the respective meanings ascribed to them in Section 130A of the Companies Act;

**“Directors”** means the Board of Directors for the time being of the Company acting as a body;

**“Exercise Date”** means, in relation to the exercise of any of the Warrants, the first Market Day following the Market Day on which a duly completed Exercise Form in exercise of those Warrants is received by the Warrant Agent, together with the Exercise Price and otherwise in accordance with Condition 2, provided that if such a Exercise Form is received during or if an Exercise Date falls within a period when the Company’s Register of Members is closed, then the Exercise Date will be the next following Market Day on which such Register is open or the Warrants Expiration Date whichever date first occurs;

**“Exercise Form”** means in relation to any Warrant the relevant form (for the time being current) for exercising the Warrants, copies of which may be obtained from the Company or the Warrant Agent;

**“Exercise Period”** means the period during which the Warrants may be exercised, commencing on and including the date of issue of the Warrants and expiring at 5.00 p.m. (Singapore time) on the Warrants Expiration Date;

**“Exercise Price”** means the price of S\$0.009, payable in cash, in respect of each Warrant Share which Warrantheolders will be entitled to subscribe for upon successful exercise of the Warrants, subject to any adjustment which may for the time being be applicable in accordance with the Deed Poll and these Conditions;

**“Last Dealt Price”** means, in relation to a Share, the last dealt price per Share for one or more board lots of Shares traded on the SGX-ST;

**“Market Day”** means a day on which the SGX-ST is open for trading in securities;

**“Register”** means the register of registered holders of Warrants required to be maintained by the Warrant Agent pursuant to Clause 4.1 of the Deed Poll and Condition 8.1;

**“Securities Account”** means a securities account of a Depositor maintained with CDP;

**“SGX-ST”** means the Singapore Exchange Securities Trading Limited;

**“Share” or “Shares”** means issued ordinary share(s) in the capital of the Company at any time or from time to time;

**“Shareholder”** means the registered holders of Shares, except where the registered holder is CDP, the term “Shareholder” shall, where the context admits, mean the persons named as Depositors in the Depository Register maintained by CDP and to whose Securities Account such Shares are credited;

**“Special Resolution”** has the meaning set out in paragraph 20 of Schedule 3;

**“Subsidiary” or “Subsidiaries”** has the meaning ascribed thereto by section 5 of the Companies Act;

**“Total Effective Consideration”** has the meaning ascribed to it in Condition 3.1(b)(v) hereof;

**“Warrant Agency Agreement”** means the warrant agency agreement dated 6 August 2014 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;

**“Warrant Agent”** means B.A.C.S. Private Limited or such other person, firm or company as for the time being maintains in Singapore the Register and as may from time to time be appointed by the Company under the Warrant Agency Agreement;

**“Warrant Certificate”** means any certificate issued by the Company in respect of any of the Warrants substantially in the form set out in Schedule 1 to the Deed Poll as may from time to time be modified in accordance with the Deed Poll and these Conditions;

**“Warrant Shares”** means new Shares to be issued credited as fully paid upon exercise of the Warrants;

**“Warrantholder”** means, in relation to any Warrant, the person or persons for the time being registered in the Register as the holder or joint holders of that Warrant, provided that in relation to Warrants registered in the name of CDP the Depositors shall be deemed to be the Warrantholders and each such Depositor shall (unless otherwise expressly provided) be entitled to all the benefits and all the rights attached to and be subject to all the obligations to be discharged and all the restrictions and conditions in respect of the Warrants credited to the Depositor’s Securities Account;

**“Warrants”** means the registered warrants constituting the right to subscribe for up to 824,318,595 Warrant Shares which are to be issued by the Directors on Warrants Issue Date and will expire on Warrants Expiration Date, and any additional warrants which may be issued pursuant to adjustment under Clause 5 of the Deed Poll and Condition 3 hereof, such warrants to be part of the series of Warrants constituted by this Deed Poll, each Warrant entitling the Warrantholder thereof to subscribe for one (1) Warrant Share at the Exercise Price upon and subject to the terms and conditions of the Deed Poll and these Conditions;

**“Warrants Expiration Date”** means 5.00 p.m. on the day immediately preceding the third (3<sup>rd</sup>) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register 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 or the immediate preceding Market Day, as the case may be, subject to the terms and conditions of this Deed Poll and these Conditions; and

**“Warrants Issue Date”** means the date of issue of the Warrants.

**“S\$”** means Singapore dollars.

## 1.2 *Interpretation*

The headings in these Conditions are inserted for convenience only and shall be ignored in construing these Conditions. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa. Terms importing persons shall include firms and corporations and terms importing one gender only shall include any other gender. Save as herein expressly defined, any words and expressions defined in the Companies Act shall bear the same meanings in these Conditions and references in these Conditions to any provision of any statute or ordinance or to any rule or regulation, statutory or otherwise, shall be deemed also to refer to any modification or re-enactment thereof.

## 2 **EXERCISE AND TRANSFER OF WARRANTS**

### 2.1 *Form and Title*

The Warrants are issued in registered form and title to the Warrants will be transferable in accordance with Condition 8. Except as required or provided by law, the Company may deem and treat (where a Warrant is registered in the name of a person other than CDP) the registered holder of the Warrant as the holder of all the rights and interests therein and (where the Warrant is registered in the name of CDP) the Depositor against whose name the Warrant is entered in the Depository Register as the holder of all rights and interests in the number of Warrants so entered notwithstanding any notice of ownership or writing on any Warrant Certificate or notice of any previous loss or theft of any Warrant Certificate or any irregularity or error in the Depository Register or records of CDP or any express notice to the Company or the Warrant Agent or any other related matters.



## 2.2 *Joint Holders*

If two (2) or more persons are entered in the 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 trustees of a deceased Warranholder;
- (b) joint holders of any Warrant whose names are entered in the Register or, as the case may be, the Depository Register shall be treated as one (1) Warranholder;
- (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 Register shall be sufficient delivery to all; and
- (d) the joint holders of any Warrant whose names are entered in the 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 Warrant.

## 2.3 *Right to Subscribe for Warrant Shares*

Each Warranholder shall have the right, by way of exercise of a Warrant, at any time during normal business hours on any Market Day during the Exercise Period in the manner set out in Condition 2.5 and otherwise on the terms and subject to these Conditions, to subscribe for one (1) Warrant Share at the Exercise Price, subject to adjustments in accordance with Condition 3, on the Exercise Date applicable to such Warrant. The Exercise Price shall, on the Exercise Date, be applied towards payment for the Warrant Shares 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 fraction of a Share shall be allotted.

## 2.4 *Subscription Rights*

At the expiry of the Exercise Period, any Warrants which have not been exercised in accordance with Condition 2.5 will lapse and cease to be valid for any purpose.

The Company shall, not later than thirty (30) days before the expiry of the Exercise Period:-

- (a) give notice to the Warranholders in accordance with Condition 9 of the expiry of the Exercise Period and announce the same on the SGXNET; and
- (b) take reasonable steps to dispatch to the Warranholders notices in writing to their addresses recorded in the 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, Warranholders 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 9. 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.

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 2.5 to the Warrant Agent on or before 5.00 p.m. on the Warrants Expiration Date shall become void.

## 2.5 Lodgement Conditions

In order to exercise the Warrant(s), a Warrantholder, including every joint holder, if any, of those Warrants must before 3.00 p.m. on any Market Day during the Exercise Period (or 5.00 p.m. on Warrants Expiration Date):

- (a) lodge 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 Form (copies of which may be obtained from the Warrant Agent or the Company) 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 Form 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 with and 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 2.6 below;
- (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 Warrant Shares to be issued, submit any necessary documents required in order to effect, and pay the expenses of the registration of the Warrant Shares in the name of the exercising Warrantholder or CDP (as the case may be) and the delivery of certificates for the Shares to the place specified by the exercising Warrantholder in the Exercise Form or to CDP (as the case may be).

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

- (i) 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
- (ii) the relevant Exercise Form specifying that the Warrant Shares to be issued on exercise of the Warrants are to be credited to the Securities Account of the exercising Warrantholder or, 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, are to be credited to the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Form, failing which the Exercise Form shall be void and all rights of the exercising Warrantholder and of any other person thereunder shall cease, and authorising the Warrant Agent to earmark the Warrants in accordance with the terms and conditions of CDP.

An Exercise Form which does not comply with the conditions above shall be void for all purposes. Warrantholders 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 above-mentioned 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" as amended from time to time) in connection with the operation of the Securities Account of any Warrantholder, provided 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 Warrantholder as a result of or in connection with reliance by the Company, the Warrant Agent or any other persons upon the Depository Register or the records of and information supplied by or statements of CDP. Once all the above-mentioned conditions (where applicable) have been fulfilled, the relevant Warrant Certificate (if any), Exercise Form and any monies towards payment of the Exercise Price in accordance with Condition 2.6 below may not be withdrawn without the consent in writing of the Company.

## 2.6 *Payment of Exercise Price*

Payment of the Exercise Price shall be made to the Warrant Agent at its specified office in the form 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, for the full amount of the Exercise Price in respect of the Warrants exercised; or
- (b) by debiting the relevant CPF investment account of the Warrantholder's ("**CPF Investment Account**") with the CPF Approved Bank as specified in the Exercise Form, for the credit of the Company for the full amount of the Exercise Price payable in respect of the Warrants exercised; or
- (c) partly in the form of remittance and/or partly by debiting such Warrantholder's CPF Investment Account with the CPF Approved Bank for the credit of the Company such that the aggregate amount of such remittance and/or the amount credited to the Company by the CPF Approved Bank is equal to the full amount of the Exercise Price payable in respect of the Warrants exercised.

Provided always that:-

- (i) all payments shall be made free of any foreign exchange commissions, remittance charges or other deductions and any Banker's Drafts or Cashier's Orders shall be endorsed on the reverse side with the number of Warrants exercised and, if the relevant Warrant Certificate is registered in the name of a person other than CDP, the certificate numbers of the relevant Warrant Certificates or, if the relevant Warrant Certificate is registered in the name of CDP, the Securities Account number of the exercising Warrantholder which is to be debited with the number of Warrants being exercised and the name of the exercising Warrantholder; and
- (ii) in each case compliance must also be made with any exchange control or other statutory requirements for the time being applicable.

If any of the foregoing provisions are not complied with, the Warrant Agent may, at its absolute discretion and without liability to 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 be delayed accordingly or be treated as invalid. If the amount received by the Warrant Agent in respect of an exercising Warrantholder's purported payment of the Exercise Price relating to all the relevant Warrants lodged with the Warrant Agent is less than the full amount of such Exercise Price, the Warrant Agent shall not treat the relevant amount so received or any part thereof as payment of the Exercise Price or any part thereof or forward the same to the Company unless and until a further payment is made in accordance with the requirements set out in Condition 2.5 and this Condition 2.6 in an amount sufficient to cover the deficiency provided that the Company will not be held responsible for any loss arising from any retention of such payment by the Warrant Agent.

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 Warrant Shares to be delivered in consequence of the exercise of such Warrants.

## 2.7 *Allotment of Warrant Shares*

Shares resulting from the exercise of the Warrants will be allotted and issued not later than five (5) Market Days after the Exercise Date and will rank in all respects *pari passu* with the Shares of the Company then in issue and will accordingly entitle the holders to participate in all dividends, rights, allotments or other distributions the record dates of which are after the relevant Exercise Date. For the purpose of this Condition 2.7, “record date” means, in relation to any dividends, rights, allotment or other distributions, the date as at the close of business of which persons must be registered as Shareholders or, in the case of Shareholders whose Shares are registered in the name of CDP, with CDP in order to participate in such dividends, rights, allotment or other distributions.

## 2.8 *Exercise Date*

- (a) The relevant Warrant shall (provided that the provisions of this Condition 2 have been satisfied) be treated as exercised on the Exercise Date relating to that Warrant.
- (b) The relevant Warrants and Warrant Certificates shall be cancelled on the Exercise Date except that, in relation to the Warrant Certificates registered in the name of CDP, such Warrant Certificates shall be deemed to have been reduced for all purposes by the number of Warrants so exercised.

## 2.9 *Non-fulfilment of Lodgement Conditions*

- (a) 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 2.5 or the conditions set out in Condition 2.5 or Condition 2.6 or any other provisions 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 2.5 and 2.6 or any other provisions, such payment will (if the Exercise Date in respect of such Warrants had not by then occurred) be returned, without interest, to the exercising Warrantholder on (i) the fourteenth (14<sup>th</sup>) 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 exercising Warrantholder but may only be withdrawn within the abovementioned fourteen (14) day period with the prior consent in writing of the Company.

## 2.10 *Certification*

### (a) *Election*

A Warrantholder exercising Warrants which are registered in the name of CDP must elect in the Exercise Form to have the delivery of Shares arising from the exercise of such Warrants to be effected by crediting such Shares to the Securities Account of such Warrantholder. A Warrantholder exercising Warrants registered in his own name may elect in the Exercise Form to either receive physical share certificates in respect of the Shares arising from the exercise of such Warrants or to have the delivery of such Shares effected by crediting such Shares to its Securities Account with CDP.

### (b) *Warrant Shares Certificates*

The Company shall allot and issue the Shares arising from the exercise of the relevant Warrants by a Warrantholder in accordance with the instructions of such Warrantholder as set out in the Exercise Form; and

- (i) where such Warrantholder has elected in the Exercise Form to receive physical share certificates in respect of the Shares arising from the exercise of the relevant Warrants, the Company shall dispatch, as soon as practicable but in any event not later than five (5) Market Days after the relevant Exercise Date, by ordinary post at the address specified in the Exercise Form and at the risk of such Warrantholder the certificates relating to such Shares registered in the name of such Warrantholder; and

(ii) where such Warrantholder has elected in the Exercise Form to have the delivery of Shares arising from the exercise of the relevant Warrants to be effected by the crediting of the Securities Account of such Warrantholder as specified in the Exercise Form, the Company shall as soon as practicable but not later than five (5) Market Days after the relevant Exercise Date dispatch the certificates relating to such Shares in the name of, and to, CDP for the credit of the Securities Account of such Warrantholder as specified in the Exercise Form.

(c) *Partial Exercise*

Where a Warrantholder exercises part only (and not all) of the subscription rights represented by Warrants registered in his name, the Company shall dispatch a balancing Warrant Certificate in the name of the exercising Warrantholder in respect of any Warrant remaining unexercised by ordinary post to the address specified in the relevant Exercise Form and at the risk of that Warrantholder, at the same time as it delivers in accordance with the relevant Exercise Form the certificate(s) relating to the Shares arising upon exercise of such Warrants. Where a Warrantholder exercises part only (and not all) of the subscription rights represented by 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 exercised.

(d) *Joint Holders of Warrant(s)*

In the case of joint holders of Warrant(s), the above-mentioned share certificates and/or balance Warrant Certificate shall be issued in all the names of the joint registered holders of the relevant Warrant(s) or in such other manner indicated on the relevant Exercise Form.

(e) *Fees*

Only the first certificate for such Shares and the first Warrant Certificate as aforesaid will be issued free of charge. Any additional certificates will be issued on request, in reasonable denominations and for a fee of S\$2.00 per certificate.

#### 2.11 *Listing of Warrant Shares on SGX-ST*

The Company shall use all reasonable endeavours to obtain approval for the quotation of and permission to deal in all the Warrant Shares arising from the exercise of the Warrants upon the issue thereof on the SGX-ST. Where any such approval is not granted the share certificates for such Shares shall be endorsed to the effect that the Shares comprised therein are not listed and quoted on the SGX-ST or otherwise as may be required.

#### 2.12 *Liability for Stamp and Other Fees*

The Company will pay all Singapore stamp duties (if any) in respect of the issue of the initial Warrant Certificate(s), the exercise of the Warrants and the issue of Shares upon the exercise of the Warrants. Any other stamp duties or fees or charges, including any deposition fees payable to CDP for the Shares or Warrant Agent's fees, payable in connection with the exercise of Warrants will be for the account of the relevant Warrantholder(s).

#### 2.13 *Warrant Agent*

The name of the initial Warrant Agent and its specified office 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 that it will at all times maintain a Warrant Agent having a specified office in Singapore, so long as any Warrants remain outstanding. Notice of any such termination or appointment and of any changes in the specified office of the Warrant Agent will be given to Warrantholders in accordance with Condition 9.

### 3 ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANTS

- 3.1 (a) 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 and certified to be in accordance with the formulae stated in Condition 3.1(b) by the Auditors. The Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted as provided in these Conditions and the Deed Poll in all or any of the following cases:
- (i) any consolidation, subdivision (including a subdivision by way of a bonus issue by the Company of Shares credited as fully paid without capitalisation of profits or reserves) or conversion of the Shares; or
  - (ii) an issue by the Company of Shares credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature) to its Shareholders (but excluding any issue of Shares made where the Shareholders had an option to take cash or other dividend in lieu of the relevant Shares); or
  - (iii) a Capital Distribution (as defined below) made by the Company to its Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or
  - (iv) an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights; or
  - (v) an issue (otherwise than pursuant to an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights, requiring an adjustment under Condition 3(a)(iv), and excluding any issue of Shares made where the Shareholders had an option to take cash or other dividend in lieu of the relevant Shares) by the Company of Shares, if the Total Effective Consideration (as defined below) for each Share is less than 90% of the Last Dealt Price for each Share (calculated as provided below).

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

- (b) Subject to the Deed Poll and these Conditions, 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 3.1(a)(i) to 3.1(a)(v) or if such event is capable of giving rise to more than one adjustment, the adjustment shall be made in such manner as the Approved Bank shall determine):
- (i) If, and whenever, consolidation or subdivision (including a subdivision by way of a bonus issue by the Company of Shares credited as fully paid without capitalisation of profits or reserves) or conversion of the Shares 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 consolidation or subdivision or conversion;

B = the aggregate number of issued and fully paid up Shares immediately after such consolidation or subdivision or conversion;

W = existing number of Warrants held; and

P = existing Exercise Price.

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

- (ii) If and whenever the Company shall make any issue of Shares to its Shareholders (but excluding any issue of Shares made where the Shareholders had an option to take cash or other dividend in lieu of the relevant Shares) credited as fully paid, by way of capitalisation of profits or reserves (whether of a capital or income nature), the Exercise Price and the number of Warrants held by each Warrantholder shall be adjusted in the following manner:

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

and the number of Warrants shall be adjusted in the following manner:

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

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 Shareholders (but excluding any issue of Shares made where the Shareholders had an option to take cash or other dividend in lieu of the relevant Shares) credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature);

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 record date for such issue.

For the purpose of this Condition 3, "record date" in relation to the relevant transaction means the date as at the close of business on which Shareholders must be registered as such to participate therein.

(iii) If and whenever:

- (a) 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);
- (b) the Company shall make any offer or invitation to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights, then the Exercise Price shall be adjusted in the following manner:

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

and in respect of each case referred to in Condition 3.1(b)(iii)(b) above, the number of Warrants held by each Warrantholder shall be adjusted in the following manner:

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

where:

C = the average of the Last Dealt Prices (rounded down to the nearest S\$0.01 per Share) on the five (5) consecutive Market Days immediately preceding the date on which the Capital Distribution, or any offer or invitation referred to in Condition 3.1(b)(iii)(b) above, is publicly announced to the SGX-ST or (failing any such announcement) immediately preceding the date of the Capital Distribution or 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 3.1(b)(iii)(b) above, the value of the rights attributable to one Share (as defined below); or (ii) in the case of any other transaction falling within Condition 3.1(b)(iii) above, the fair market value, as determined by an Approved Bank, of that portion of the Capital Distribution or of the nil-paid rights attributable to one 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 Share" shall be calculated in accordance with the formula:

$$\frac{C - E}{F + 1}$$

where:

C = as in C above;

E = the subscription price for one additional Share under the offer or invitation to acquire or subscribe for Shares under the terms of such offer or invitation; and

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



For the purposes of Conditions 3.1(a)(iii) and 3.1(b)(iii)(a), “**Capital Distribution**” shall (without prejudice to the generality of that expression) include distributions in cash or specie (other than dividends) or by way of issue of Shares (not falling under Condition 3.1(b)(ii)) or other securities (but excluding any issue of Shares made where the Shareholders had an option to take cash or other dividend in lieu of the relevant Shares) credited as fully or partly paid-up by way of capitalisation of profits or reserves.

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 that date and any cancellation of capital which is lost or unrepresented by available assets shall not be deemed to be a Capital Distribution.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue pursuant to Condition 3.1(b)(iii)(a).

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the closing date for the above transactions for such issue pursuant to Condition 3.1(b)(iii)(b).

For the purposes of this Condition 3.1(b), “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.

- (iv) If and whenever the Company makes any allotment to its Shareholders as provided in Condition 3.1(b)(ii) and also makes any offer or invitation to its Shareholders as provided in Condition 3.1(b)(iii)(b) and the record date for the purpose of the allotment is also the record date for the purpose of the offer or invitation, the Exercise Price and 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 adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the closing date for such offer or invitation.

- (v) If and whenever (otherwise than pursuant to a rights issue available to all Shareholders alike and requiring an adjustment under Condition 3.1(b)(iii)(b) or 3.1(b)(iv) but excluding any issue of Shares made where the Shareholders had an option to take cash or other dividend in lieu of the relevant Shares), the Company shall issue any Shares and the Total Effective Consideration for each Share (as defined below) is less than 90% of the average Last Dealt Price on the SGX-ST (rounded down to the nearest S\$0.01 per Share) on the five (5) consecutive Market Days before the date on which the issue price of such Shares is determined, or, if such price is determined either before the close of business on the SGX-ST for that day or on a day which is not a Market Day, on the immediately preceding Market Day, the Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{K + L}{K + M} \times P$$

where:

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

L = number of Shares which the Total Effective Consideration (as defined below) would have purchased at such Last Dealt Price for the five (5) Market Days before the date on which the issue price of such Shares is determined (exclusive of expenses);

M = the aggregate number of Shares so issued; and

P = as in P above.

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

For the purposes of Conditions 3.1(a)(v) and 3.1(b)(v), the “**Total Effective Consideration**” 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.

### 3.2 Exclusions

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

- (a) an issue by the Company of Shares or securities convertible into or rights to acquire or subscribe for Shares to officers, including Directors, or employees of the Company or any of its subsidiaries pursuant to purchase schemes or option schemes or performance share plans approved by Shareholders in general meeting; or
- (b) an issue by the Company of Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business; or
- (c) any issue by the Company of Shares pursuant to the exercise of any of the Warrants; or
- (d) any issue by the Company of securities convertible into Shares or rights to acquire or subscribe for Shares and the issue of Shares arising from the conversion or exercise of such securities or rights.

### 3.3 *Basic Rules for Making Adjustments*

Any adjustment to the Exercise Price will be rounded upwards to the nearest S\$0.01 and in no event shall any adjustment (otherwise than upon the consolidation of Shares) involve an increase in the Exercise Price. No adjustments to the Exercise Price shall be made unless it has been certified to be in accordance with Condition 3.1 by the Auditors. No adjustment will be made to the Exercise Price in any case in which the amount by which the same would be reduced would be less than S\$0.01 and any adjustment which would otherwise then be required will be carried forward and taken into account appropriately in any subsequent adjustment.

### 3.4 *Re-Adjustments*

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 Warranholder pursuant to these Conditions is cancelled, revoked or not completed, the Exercise Price or the number of Warrants held by each Warranholder may, at the discretion of the Company, be re-adjusted to the amount and number prevailing immediately prior to the first adjustment with effect from such date and in such manner and on such terms and conditions as an Approved Bank may consider appropriate.

Where there is an adjustment to the number of Warrants held by each Warranholder, the Company will, as soon as practicable but not later than five (5) Market Days after the effective date of such adjustment or such longer period as the SGX-ST may permit, dispatch 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 Register referred to in Condition 8 or, in respect of Warrants registered in the name of CDP, to CDP provided that if a re-adjustment is made pursuant to this Condition 3.4, any additional Warrants issued pursuant to the first adjustment (as defined above) shall be deemed to be cancelled with effect from such date and in such manner and on such terms and conditions as an Approved Bank may consider appropriate.

### 3.5 *Modification or Nullification of Inequitable Adjustments etc.*

Notwithstanding the provisions referred to in Condition 3.1 and Condition 3.2, in any circumstances where the Directors consider that adjustments provided under the said provisions should not be made or should be calculated on a different basis or should take effect on a different date or that an adjustment should be made notwithstanding that no such adjustment is required under the said provisions, the Company may appoint an Approved Bank to consider whether for any reason whatsoever the adjustment to be made (or the absence of an adjustment) is inequitable and, if such Approved Bank shall consider this to be the case, 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 to be in its opinion appropriate.

### 3.6 *Attachment of Options to Shares or Loan Capital*

If the Company shall in any way modify the rights attached to any Share or loan capital so as to convert or make convertible such Share or loan capital into, or attach thereto any rights to acquire or subscribe for Shares, the Company shall appoint an Approved Bank to consider whether any adjustment to the Exercise Price and/or number of Warrants is appropriate and if such Approved Bank shall certify that any adjustment is appropriate, the Exercise Price and/or number of Warrants shall be adjusted accordingly.

### 3.7 *Share Buy-backs*

Nothing shall prevent or restrict the buy-back of any classes of shares pursuant to applicable law and the requirements of the SGX-ST and no approval or consent of the Warranholders shall be required for such buy-back of any classes of shares. There shall be no adjustments to the Exercise Price and number of Warrants by reason of such buy-back of any classes of shares.

### 3.8 *Notice to Warranholders and Auditors' Certificate*

Whenever there is an adjustment as herein provided, the Company shall give notice to Warranholders within seven (7) days of the adjustment that the Exercise Price and/or the number of Warrants has/have been adjusted and setting forth the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or the number of Warrants and the effective date thereof and shall at all times thereafter so long as any of the Warrants remain exercisable make available for inspection at its registered office a signed copy of the certificate of the Auditors certifying the adjustment to the Exercise Price and/or the number of Warrants and a certificate signed by a Director setting forth brief particulars of the event giving rise to the adjustment, the Exercise Price and/or 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), dispatch by ordinary post Warrant Certificates for the additional number of Warrants issued to each Warranholder, at the risk and expense of that Warranholder 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 re-adjusted pursuant to Condition 3.4, such additional Warrants shall be deemed to be cancelled with effect from such date and in such manner and on such terms and conditions as an Approved Bank may consider appropriate.

### 3.9 *Differences Amongst Directors, Approved Bank, Auditors*

- (a) In any circumstances where the Directors, the Approved Bank and the Auditors are unable to agree upon any adjustment required by Condition 3 the Directors shall refer the adjustment to the decision of another Approved Bank acting as expert and not as arbitrator and whose decision as to such adjustment as shall be appropriate in terms of the Conditions shall be final and conclusive and no certification by the Auditors in respect of such further decision shall be necessary.
- (b) Without prejudice to the generality of Condition 3.9(a), 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 to consider whether any adjustment is appropriate and if such Approved Bank and the Directors of the Company shall determine that any adjustment is appropriate, the Exercise Price and/or the number of Warrants held by each Warranholder shall be adjusted accordingly.

### 3.10 *Basic Rules for Making Adjustments to Number of Warrants*

Any adjustment to the number of Warrants held by each Warranholder will be rounded downwards to the nearest whole Warrant. No adjustment to the number of Warrants shall be made unless (i) it has been certified to be in accordance with Condition 3 hereof by the Auditors; and (ii) approval in-principle has been granted by the SGX-ST for the listing and quotation of such additional Warrants as may be issued as a result of such adjustment and such additional Warrant Shares as may be issued on the exercise of any such Warrants.

### 3.11 *Status of Warrants Issued as a Result of Adjustments*

Any Warrants issued as a result of an adjustment made under this Condition 3 shall be part of the series of Warrants constituted by the Deed Poll and shall be issued subject to and with the benefit of the Deed Poll and on such other terms and conditions as the Directors may determine.

### 3.12 *Auditors and Approved Bank act as Experts*

In giving any certificate or opinion on any adjustment under the Deed Poll or these Conditions, the Auditors and the Approved Bank shall be deemed to be acting as experts and not as arbitrators and in the absence of any manifest error their decisions shall be conclusive and binding on all persons having an interest in the Warrants.

### 3.13 *The SGX-ST's Approval*

Notwithstanding anything herein contained, any adjustment to the Exercise Price and/or the number of Warrants held by each Warrantholder other than in accordance with the provisions of Condition 3 shall be subject to the approval of the SGX-ST and agreed to by the Company, the Auditors and the Approved Bank. Any adjustments made pursuant to this Condition 3 shall (unless otherwise provided under the rules of the SGX-ST from time to time) be announced by the Company on the SGXNET.

### 3.14 *Extension to Warrantholders of Offers to Shareholders*

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, procure that at the same time an offer or invitation is made to the persons who are at the relevant record date Warrantholders, it is as if the rights of such Warrantholders to subscribe for Shares had been exercised the day immediately preceding the record date of such offer or invitation on the basis then applicable.

## 4 **WINDING-UP OF THE COMPANY**

### 4.1 *Members' Voluntary Winding-Up*

If a resolution is passed for a members' voluntary winding-up of the Company then:

- (a) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the Warrantholders or some person designated by them for such purpose by Special Resolution shall be party and shall have approved or assented to by way of a Special Resolution, the terms of such scheme of arrangement shall be binding on all the Warrantholders and all persons having an interest in the Warrants; and
- (b) in any other case every Warrantholder shall be entitled upon and subject to 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 such Warrantholder's or CDP's Warrant Certificate as the case may be to the Company with the Exercise Form(s) duly completed, together with payment of the relevant Exercise Price, to elect to be treated as if such Warrantholder had immediately prior to the commencement of such winding-up exercised the Warrants to the extent specified in the Exercise Form(s) and had on such date been the holder of the Shares to which the Warrantholder would have become entitled pursuant to such exercise and the liquidator of the Company shall, if permitted by law, give effect to such election accordingly.

### 4.2 *Notice of Passing of Resolution to Wind-Up*

The Company shall give notice to the Warrantholders of the passing of any such resolution within seven (7) days after the passing thereof. Subject to the foregoing, if the Company is wound up for any other reason, all Warrants which have not been exercised at the date of the passing of such resolution shall lapse and the Warrants will cease to be valid for any purpose.

### 4.3 *Merger, Amalgamation, Scheme of Reconstruction*

Where the Company enters into or intends to enter into a merger, amalgamation, scheme of reconstruction or other analogous event, so long as any of the Warrants remains outstanding, the Company will use its best endeavours to ensure that the entity ("**Entity**") into which the Company is reorganised, reconstituted or merged will agree (i) to grant an option to the Warrantholders to exchange their holding of the Warrants for equivalent holdings of comparable securities of the Entity, or any subsidiary of the Entity on such terms as may be acceptable to the Entity, and (ii) to a fair basis for effecting such exchange.

## **5 WARRANTHOLDER MEETINGS**

### **5.1 *Request for meeting***

The Deed Poll contains provisions for convening meetings of the Warranholders to consider any matter affecting their interests, including the sanctioning by Special Resolution (as defined in the Deed Poll) of a modification of the Warrants or the Deed Poll. Such a meeting may be convened by the Company or by Warranholders holding not less than 20% of the Warrants for the time being remaining unexercised (as defined in the Deed Poll). The quorum at any such meeting for passing a Special Resolution shall be two (2) or more persons present being Warranholders or proxies duly appointed by Warranholders holding or representing over 50% of the Warrants for the time being unexercised, provided that at any meeting the business of which includes any matters (including the alteration of the Exercise Period or the Exercise Price (other than an adjustment of the Exercise Price pursuant to Condition 3 above) or cancellation of the subscription rights represented by the Warrants), the quorum shall be two (2) or more persons present being Warranholders or being proxies and being or representing in the aggregate the holders of not less than 75% of the Warrants for the time being remaining unexercised.

### **5.2 *Adjourned meeting***

At any adjourned meeting two (2) or more persons present being or representing Warranholders whatever the number of Warrants so held or represented shall form a quorum and shall have power to pass any resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had a quorum been present at such meeting, provided that at any adjourned meeting the business of which includes but is not limited to the alteration of the Exercise Period or the Exercise Price (other than an adjustment of the Exercise Price pursuant to Condition 3 above) or cancellation of the subscription rights represented by the Warrants), the quorum shall be two (2) or more persons present being Warranholders or being proxies and being or representing in the aggregate the holders of not less than 75%, or at any adjournment of such meeting, over 50% of the Warrants for the time being remaining unexercised.

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.

A resolution in writing signed by all the Warranholders shall be deemed to be a resolution duly passed by the Warranholders at a meeting of the Warranholders duly convened.

The provisions of Schedule 3 shall have full effect in relation to meetings of Warranholders as if the same had been incorporated herein.

## **6 MODIFICATION OF RIGHTS**

### **6.1 *Modification with Sanction of Special Resolution***

All or any of the rights for the time being attached to the Warrants (other than the Exercise Price or the number of Warrants which a Warranholder is entitled to or the formulae for the adjustment of the Exercise Price, or the number of Warrants or other than as specifically provided in the Conditions) may be altered or abrogated by the Company from time to time (whether or not the Company is being wound up), but the sanction of a Special Resolution passed at a meeting of the Warranholders held as aforesaid shall be necessary (and sufficient) to effect such alteration or abrogation.

## 6.2 *Modifications Not Requiring Such Sanction*

Notwithstanding Condition 6.1, the Company may, without the consent of the Warrantheolders but in accordance with the terms of the Deed Poll, effect any modification to the Warrants, the Warrant Agency Agreement or the Deed Poll which, in the opinion of the Company, is:

- (a) not materially prejudicial to the interests of the Warrantheolders or which is of a formal, technical or minor nature; or
- (b) necessary or expedient to correct a manifest error or to comply with mandatory provisions of law; or
- (c) vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of Warrant Shares arising from the exercise thereof or meetings of 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 the SGX-ST; or
- (d) necessary or expedient to facilitate scripless settlement of trades of the Warrants or the Shares on SGX-ST in accordance with the requirements of the SGX-ST or CDP from time to time.

Any such modification shall be binding on all Warrantheolders and all persons having an interest in the Warrants and shall be notified to them in accordance with Condition 9 as soon as practicable thereafter.

## 6.3 Notwithstanding Conditions 6.1 and 6.2, any material alteration in the terms of the Warrants to the advantage of the Warrantheolders is subject to the approval of the SGX-ST (if so required) and/or Shareholders except where the alterations are made pursuant to the terms of the Deed Poll.

Save for modifications made to the Warrants, the Warrant Agency Agreement and the Deed Poll in accordance with the terms of the Deed Poll, the Company shall not:

- (i) extend the Exercise Period of an existing Warrant;
- (ii) issue a new Warrant to replace an existing Warrant;
- (iii) change the Exercise Price of an existing Warrant; or
- (iv) change the exercise ratio of an existing Warrant.

## **7 REPLACEMENT OF WARRANT CERTIFICATE(S)**

If any Warrant Certificate is mutilated, defaced, lost, stolen or destroyed, it may, at the discretion of the Company, be replaced upon the request by the Warrantheolder at the registered office of the Warrant Agent on payment of such costs as may be incurred in connection therewith, and on such terms as to evidence, indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Warrant Certificate(s) 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), advertisement, undertaking and otherwise as the Company and/or the Warrant Agent may reasonably 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.

## 8 REGISTER AND TRANSFER OF WARRANTS

### 8.1 Register of Warrants

- (a) The Warrant Agent shall maintain a register (the “**Register**”) containing particulars of the Warranholders (other than Warranholders who are Depositors) and, if CDP holds any Warrants, CDP and such other information relating to the Warrants as the Company may require. The Register and, with the approval of CDP, the Depository Register may at the discretion of the Company be closed during such periods when the Register of Members and/or Register of Transfers of the Company is/are closed or deemed to be closed, during such other periods as may be required to determine the adjustments to the Exercise Price and/or the number of Warrants held by each Warranholder or during such other periods as the Company may determine. Notice of the closure of the Register and (if applicable) the Depository Register will be given to the Warranholders in accordance with Condition 9.
- (b) 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 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 Warranholder (as made available to the Company and/or the Warrant Agent ( to ascertain the identity of the Warranholders, the number of Warrants to which any such Warranholders 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 these Conditions or any provisions 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 or any irregularity or error in the Depository Register or records of CDP or any express notice to the Company or Warrant Agent, or any other related matters).
- (c) Except as required by law:-
- (i) the person in whose name a Warrant is registered (other than CDP); and
  - (ii) (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.

### 8.2 Transfer of Warrants

A Warrant may only be transferred in accordance with the following provisions of this Condition 8:-

#### (a) Lodgement of Certificates and Transfer Form

A Warranholder whose Warrants are registered in his own name (the “**Transferor**”) shall lodge, during normal business hours on any Market Day so as to be received at the specified office of the Warrant Agent, the Transferor’s Warrant Certificate(s) together with an instrument of transfer 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 (the “**Transferee**”) and duly stamped in accordance with any law for the time being in force relating to stamp duty provided that the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to it.



(b) *Furnish Evidence*

The Transferor shall furnish such evidence (if any) as the Warrant Agent may require to determine the due execution of the Transfer Form.

(c) *Expenses and Documents*

The Transferor shall pay the expenses of, and submit any necessary documents required by the Warrant Agent in order to effect the delivery of, the new Warrant Certificates to be issued in the name of the Transferee.

(d) *Registration Fee*

The Transfer Form shall be accompanied by the registration fee, such fee being for the time being a sum of S\$2.00 for each Warrant Certificate to be transferred and which shall be payable by cash or cheque, together with any stamp duty and goods and services tax specified by the Warrant Agent to the Transferor, such evidence as the Warrant Agent may require to determine due execution of the Transfer Form and the payment of the expenses of and 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.

(e) *Errors in Transfer Form*

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 and/or the Transferee, as the case may be, to complete and/or amend the Transfer Form and/or to make the requisite payment.

(f) *Registration and Issue of Warrant Certificate(s)*

If the Transfer Form has been fully and correctly completed the Warrant Agent shall as agent for and on behalf of the Company:-

- (i) register the person named in the Transfer Form as Transferee in the Register as registered holder of the Warrant in place of the Transferor;
- (ii) cancel the Warrant Certificate(s) in the name of the Transferor; and
- (iii) issue new Warrant Certificate(s) in respect of the Warrants registered in the name of the Transferee.

(g) *Deceased Warrantholder*

The executors and 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 whose Warrants are registered otherwise than in the name of CDP) and, in the case of death of one or more of several such joint Warrantholders, 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 Warrants registered in the name of a deceased Warrantholder. Such persons shall, on producing to the Warrant Agent such evidence as may be required by the Warrant Agent to prove their title, and on the completion of a Transfer Form and the payment of the fees and expenses referred to in sub-paragraph (b) above be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased holder could have made.

(h) *Warrants Registered in CDP's Name*

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.

### 8.3 *Effective Date of Transfer*

Each registered holder of any Warrants shall be deemed to remain the registered holder of the Warrants registered in such holder's name until the name of the transferee is entered in the Register.

## 9 **NOTICES**

Each Warrantholder is required to nominate an address in Singapore for service of notices and documents by giving a notice in writing to the Company and the Warrant Agent, failing which such Warrantholder shall not be entitled to receive any notices or documents. Notices to Warrantholders may be sent by ordinary post to their respective addresses so nominated (and in the case of joint holdings, to the Warrantholder whose name appears first in the Warrant Register or, where applicable, the relevant record of CDP in respect of joint holdings) or be given by advertisement in a daily English language newspaper in circulation in Singapore. Such notices shall be deemed to have been given in the case of posting, on the date of posting and in the case of advertisement, 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. If such advertisement is not practicable, notice can be given in such manner as the Company and the Warrant Agent may agree in writing.

All notices required to be given pursuant to these Conditions shall also be announced by the Company on the SGXNET on the same day as such notice is first published in any English language newspaper in circulation in Singapore.

The Company shall, not later than one (1) month before the Warrants Expiration Date, give notice to the Warrantholders in accordance with this Condition 9, of the Warrants Expiration Date. The Company shall also, not later than one (1) month before the Warrants Expiration Date, announce the Warrants Expiration Date and take reasonable steps to notify the Warrantholders in writing of the Warrants Expiration Date and such notice shall be delivered by post to the addresses of the Warrantholders as recorded in the Register or, in the case of Warrantholders whose Warrants are registered in the name of CDP, their addresses as shown in the records of CDP. Proof of posting or dispatch of any notice shall be deemed to be proof of receipt on the next Market Day after posting.

Without prejudice to the generality of the foregoing, Warrantholders who acquire Warrants after the date of notice of the Expiry Date shall be deemed to have notice of the Expiry Date so long as such notice has been given in accordance with this Condition 9. For the avoidance of doubt, neither the Company nor the Warrant Agent shall in any way whatsoever 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.

## 10 **STATUS OF SHARES**

Shares issued and allotted upon exercise of the Warrants will be entitled to any dividends, rights, allotments or other distributions, the record date for which is after the relevant Exercise Date and (subject as aforesaid) will rank *pari passu* in all respects with the Shares of the Company then existing. For the purpose of this Condition 10, "record date" means, 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 in order to participate in such dividends, rights, allotments or other distributions.

## 11 **WARRANT AGENT NOT ACTING FOR WARRANTHOLDERS**

In acting under the Warrant Agency Agreement, the Warrant Agent is (subject to the terms and conditions thereof) acting as agent for the Company and does not assume any obligation or duty to any relationship of agency or trust for the Warrantholders.

## 12 FURTHER ISSUES

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

## 13 STAMP DUTY ON EXERCISE OF WARRANTS

The Company will pay all Singapore stamp duties (if any), in respect of the initial issue of the Warrant Certificates, the issue of Shares arising upon the exercise of the Warrants and otherwise as specified in the Deed Poll. Any other stamp duties, fees or charges (if any) will be for the account of the relevant Warrantheolders.

## 14 EXCLUSION OF EQUITIES

Except as required by law or the Deed Poll or these Conditions, no person shall be recognised by the Company as holding any Warrant upon any trust, and the Company shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any Warrant, or any interest in any fractional part of a Warrant, or (except only as by these presents or by law otherwise provided) any other right in respect of any Warrant, except an absolute right to the entirety thereof in the registered holder and nothing in these presents contained relating to CDP or to Depositors shall (unless expressly otherwise so provided) in any circumstances be deemed to limit, restrict or qualify the above.

## 15 GOVERNING LAW

The Warrants and the Deed Poll are governed by and will be construed in accordance with the laws of Singapore. The Company submits (and each Warrantheolder and, if CDP is named in the Register as a holder of the Warrants, CDP is deemed to submit) to the exclusive jurisdiction of the Singapore courts.

**Note:** *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 as the same may from time to time be amended or replaced. In particular, a Warrantheolder should consult the Securities Industry Council of Singapore, if:*

- (1) such Warrantheolder intends to acquire, by exercise of the Warrants whether at one time or different times, Shares which (together with the Shares owned or acquired by such holder or persons acting in concert with such holder) carry 30% or more of the voting rights of the Company; or*
- (2) such Warrantheolder, together with persons acting in concert, holds not less than 30% but not more than 50% of the voting rights of the Company, and together with persons acting in concert, intends to acquire, by exercise of the Warrants in any period of six (6) months, additional Shares increasing such percentage of the voting rights by more than 1%.*
- (3) The attention of the Warrantheolders is drawn to Condition 2.3 of the Warrants relating to the restrictions on the exercise of the Warrants.*
- (4) A Warrantheolder who, after the exercise of his Warrants, holds not less than 5% of the aggregate of the amount of the issued share capital of the Company, is under an obligation to (i) notify the Company of his interest in the manner set out in Section 82 of the Companies Act and (ii) notify the SGX-ST of his interest in the manner set out in Section 137 of the Securities and Futures Act, Cap.289 of Singapore.*

## APPENDIX B – 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 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, (if applicable) the Memorandum and Articles of Association of the Company 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 Issue. Full instructions for the acceptance of and payment for the provisional allotments of Rights Shares with Warrants and payment for Excess Rights Shares with Warrants are set out in this 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 this 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 Right Shares and/or Excess Rights Shares with Warrants in relation to the Rights 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 application form for the Rights Shares with Warrants and/or Excess Rights Shares with Warrants in relation to the Rights 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 Rights Shares with Warrants, and where applicable, application for Excess Rights Shares with Warrants in relation to the Rights 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.
- 1.5 **CPFIS Shareholders may 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 if they had previously bought their Shares using CPF Funds. 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 approved banks, where such CPFIS Shareholders hold their CPF Investment Accounts, to accept and (if applicable) apply for the 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 could 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. Any acceptances and/or applications made directly through CDP and/or through ATMs of the Participating Banks 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 investors who hold Shares through finance companies or Depository Agents or CPF agent banks, the acceptances of their Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants must be done through their respective finance companies, Depository Agents or CPF approved banks. For such investors, any application made directly to CDP or through ATMs will be rejected.**

## 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 D** of 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 A of Section (II) of the ARE the number of Rights Shares with Warrants provisionally allotted to him which he wishes to accept, in Part (B) of Section (II) of the ARE the number of Excess Rights Shares with Warrants applied for and in Section (II) of the ARE the respective and total amounts to be made payable to “**CDP — OLS RIGHTS ISSUE ACCOUNT**”; and
- (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 **OLS ENTERPRISE LTD. C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 9 NORTH BUONA VISTA DRIVE, #01-19/20 THE METROPOLIS, SINGAPORE 138588**; or
  - (ii) by post, **AT THE SENDER’S OWN RISK**, in the self-addressed envelope provided, to **OLS ENTERPRISE LTD. 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 21 August 2014** (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 — OLS 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.

**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 the Offer Information Statement as if the ARE had been completed, signed 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 B** which set 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 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 originally signed ARE together with payment in the prescribed manner as described in paragraph 2.2 above to CDP; or
- (b) accept and subscribe for that part of his provisional allotment of Rights Shares with Warrants by way of Electronic Application(s) 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 1,000 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 of the SGX-ST 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 a separate ARS to be issued to the Purchasers. Purchasers should note that CDP will, for and 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 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 and other accompanying documents, may obtain the same from CDP or the Share Registrar, for the period up to **5.00 p.m. on 21 August 2014** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

This Offer Information Statement and its accompanying documents will not be dispatched 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 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 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 21 August 2014** (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 Rights Shares with Warrants 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/its 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, the ARS and (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(s)) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.



**4. ILLUSTRATIVE EXAMPLES (ASSUMPTION ON THE BASIS OF FIVE (5) RIGHTS SHARE FOR EVERY ONE (1) EXISTING ORDINARY SHARE AT AN ISSUE PRICE OF S\$0.008 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 5,000 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	Procedures to be taken
<p>(a) Accept his entire provisional allotment of 5,000 Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants</p>	<p>(i) Accept his entire provisional allotment of 5,000 Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than <b>9.30 p.m. on 21 August 2014</b> (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</p> <p>(ii) Complete and sign the ARE in accordance with the instructions contained herein for the acceptance in full of his provisional allotment of 5,000 Rights Shares with Warrants and (if applicable) the number of Excess Rights Shares with Warrants applied for and forward the original signed ARE together with a single remittance for S\$40.00 (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 "<b>CDP — OLS RIGHTS ISSUE ACCOUNT</b>" and crossed "<b>NOT NEGOTIABLE, A/C PAYEE ONLY</b>" for the full amount due on acceptance and (if applicable) application, by hand to <b>OLS ENTERPRISE LTD. C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 9 NORTH BUONA VISTA DRIVE, #01-19/20 THE METROPOLIS, SINGAPORE 138588</b> or by post, at his own risk, in the self-addressed envelope provided to <b>OLS ENTERPRISE LTD. C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147</b> so as to arrive not later than <b>5.00 p.m. on 21 August 2014</b> (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.</p> <p><b>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.</b></p>

Alternatives	Procedures to be taken
<p>(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.</p>	<p>(i) 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 <b>9.30 p.m. on 21 August 2014</b>; or</p> <p>(ii) 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\$8.00, in the prescribed manner described in alternative (a)(ii) above, to CDP, so as to arrive not later than <b>5.00 p.m. on 21 August 2014</b> (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).</p> <p>The balance of the provisional allotment of 4,000 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 1,000 Rights Shares with Warrants or any other board lot size which the SGX-ST may require.</p>
<p>(c) Accept a portion of the provisional allotment of Rights Shares with Warrants, for example 1,000 provisionally allotted Rights Shares with Warrants, and reject the balance.</p>	<p>(i) 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 <b>9.30 p.m. on 21 August 2014</b> (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</p> <p>(ii) 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\$8.00, in the prescribed manner described in alternative (a)(ii) above to CDP so as to arrive not later than <b>5.00 p.m. on 21 August 2014</b> (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).</p> <p>The balance of the provisional allotment of 4,000 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 <b>9.30 p.m. on 21 August 2014</b> or if an acceptance is not made through CDP by <b>5.00 p.m. on 21 August 2014</b>.</p>

## 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 ISSUE IS:-**

- (A) **9.30 P.M. ON 21 AUGUST 2014 (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.**
- (B) **5.00 P.M. ON 21 AUGUST 2014 (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**

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 21 AUGUST 2014** (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 21 AUGUST 2014** (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 addresses 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 B**, an Entitled Depositor should note that:-

- (a) by accepting his provisional allotment of Rights Shares with Warrants and/or applying for Excess Right Shares with Warrants, he acknowledges that, in the case where:-
  - (i) 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, the ARS and/or in any other application form for Rights Shares with Warrants in relation to the Rights Issue differs from the amount actually received by CDP, or
  - (ii) the amounts as stated in Parts (A) and (B) of Section (II) in the ARE, the ARS and/or in any other application form for Rights Shares with Warrants in relation to the Rights Issue differs from the amount received by CDP, or otherwise payable by him 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,

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, the ARS and/or any other application form for Rights Shares with Warrants in relation to the Rights Issue as follows: first, towards payment of all amounts payable in respect of his acceptance of the Rights Shares with Warrants provisionally allotted to him; and second, (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;

- (I) towards payment of all amounts payable in respect of his acceptance of the Rights Shares with Warrants provisionally allotted to him; and
- (II) (if applicable) towards payment of all amounts payable in respect of his application for Excess Right Shares with Warrants.

The determination and appropriation by the Company and CDP shall be conclusive and binding;

- (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 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 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/its 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 Memorandum and Articles of Association 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 fourteen (14) days after the Closing Date, 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 of their obligations, if any, thereunder, or by means of a crossed cheque in Singapore currency drawn on a bank in Singapore and sent **BY ORDINARY POST AT THEIR OWN RISK** to their mailing addresses 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).

#### 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 21 August 2014** (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 — OLS 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 **OLS ENTERPRISE LTD. 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 **OLS ENTERPRISE LTD. C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** by **5.00 p.m. on 21 August 2014** (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 21 August 2014** (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 monies 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). 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' for Mandarin
3. Press '3' for 'Corporate Actions Announcement and Transactions'
4. Press '2' for your rights application status
5. Enter your 12 digit CDP securities account number
6. 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**.

## **APPENDIX C – 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 together with the following documents which are enclosed herewith, and form part of this Offer Information Statement:-

Renounceable 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 allotments 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, (if applicable) the Memorandum or Articles of Association of the Company and the enclosed PAL. The number of Rights Shares with Warrants provisionally allotted to Entitled Scripholders is indicated in the PAL (fractional entitlement(s), if any, having been 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. 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 all or part of their provisional allotments are set out in the PAL.

- 1.3 **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.**

- 1.4 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 Memorandum and Articles of Association of the Company and/or any other application form for the Rights Shares with Warrants, or is illegible, incomplete, incorrectly completed or is accompanied by an improperly or insufficiently drawn remittance, the Company may, at its absolute discretion, reject or treat as invalid any such application, payment and/or other processes of remittances at any time after receipt in such manner as they may deem fit.

- 1.5 The Company and/or the Share Registrar shall be entitled to process each application submitted for the acceptance of the provisional allotment of the Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants and the payment received in relation thereto, pursuant to such application, by an Entitled Scripholder or a renounee, on its own, without regard to any other application and payment that may be submitted by the same Entitled Scripholder or renounee. 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 submitted for the acceptance of the provisional allotments of the Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants.

1.6 **Entitled Scripholders who intend to trade any part of their provisional allotments of Rights Shares with Warrants should note that all dealings in and transactions of the provisional allotments of Rights Shares with Warrants through the SGX-ST will not be effected under the book-entry (scripless) settlement system. Accordingly, the PALs will not be valid for delivery pursuant to trades done on the SGX-ST.**

1.7 Unless expressly provided to the contrary in this Offer Information Statement and/or the PAL, a person who is not a party to any contract made pursuant to this Offer Information Statement and/or the PAL has no rights under the Contract (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 Entitled Scripholders who wish to accept their entire provisional allotments 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) of the PAL for the number of Rights Shares with Warrants which they wish to accept and forward the PAL, in its entirety, duly completed and signed, together with payment in the prescribed manner to **“OLS ENTERPRISE LTD. C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 63 CANTONMENT ROAD, SINGAPORE 089758”** so as to arrive not later than **5.00 p.m. on 21 August 2014** (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. REQUEST FOR SPLITTING (FORM B), FORM OF RENUNCIATION (FORM C) AND FORM OF NOMINATION (FORM D)**

3.1 Entitled Scripholders who wish to accept a portion of their provisional allotments of the Rights Shares with Warrants and renounce the balance of their provisional allotments in favour of more than one person, should first, using the Request for Splitting (Form B), request to have their provisional allotments under the PAL split into separate PALs (the **“Split Letters”**) according to their requirements. The duly completed Form B together with the PAL, in its entirety, duly completed and signed, should be returned to **“OLS ENTERPRISE LTD. C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 63 CANTONMENT ROAD, SINGAPORE 089758”** so as to arrive not later than **5.00 p.m. on 15 August 2014** (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 15 August 2014** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

3.2 The Split Letters representing the number of Rights Shares with Warrants which Entitled Scripholders intent to renounce, may be renounced by completing the Form of Renunciation (Form C) before delivery to the renounee(s). Entitled Scripholders should complete Form A of the Split Letter(s) representing that part of their provisional allotments they intent to accept, if any, and forward the said Split Letter(s) together with payment in the prescribed manner to **“OLS ENTERPRISE LTD. C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 63 CANTONMENT ROAD, SINGAPORE 089758”** so as to arrive not later than **5.00 p.m. on 21 August 2014** (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 An Entitled Scripholder who wishes to renounce his entire provisional allotment 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 allotment of Rights Shares with Warrants which he wishes to renounce and deliver the PAL in its entirety to the renounee(s).



The renounee(s) should complete and sign Form D and send Form D together with the PAL in its entirety, duly completed and signed, together with payment in the prescribed manner, to reach **“OLS ENTERPRISE LTD. C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 63 CANTONMENT ROAD, SINGAPORE 089758”** so as to arrive not later than **5.00 p.m. on 21 August 2014** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

- 3.4 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 and the Consolidated Listing Form in Form D of the PAL and attaching thereto all the said renounced PALs and/or Split Letters, each duly completed and signed with the serial number of the Principal PAL (as herein 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 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.**

#### 4. PAYMENT

- 4.1 Payment for the full amount due on acceptance and/or application in relation to PALs made in the Singapore currency is in the form of a Banker's Draft or Cashier's Order drawn on a bank in Singapore and made payable to **“OLS ENTERPRISE LTD.”** 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 remittance. The completed PAL and remittance should be addressed and forwarded, by post in the self-addressed envelope provided at the sender's own risk, to **“OLS ENTERPRISE LTD. C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 63 CANTONMENT ROAD, SINGAPORE 089758”** so as to arrive not later than **5.00 p.m. on 21 August 2014** (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.**
- 4.2 If acceptance and payment in the prescribed manner specified in the PAL is not received by **5.00 p.m. on 21 August 2014** (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 the Rights Shares with Warrants shall be deemed to have been declined and shall forthwith lapse and become void. 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 ORDINARY POST** and at the risk of the Entitled Scripholders or their renounee(s), as the case may be, without interest or share of revenue or benefit arising therefrom within fourteen (14) days after the Closing Date.

#### 5. EXCESS RIGHTS SHARES WITH WARRANTS APPLICATION FORM (FORM E)

- 5.1 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) of the PAL 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 **“OLS ENTERPRISE LTD. C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 63 CANTONMENT ROAD, SINGAPORE 089758”** so as to arrive not later than **5.00 p.m. on 21 August 2014** (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 POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

- 5.2 The Excess Rights Shares with Warrants available for application are subject to the terms and conditions of this Offer Information Statement, (if applicable) the Memorandum and Articles of Association of the Company and in the instructions contained in the PAL (including Form E). applications for Excess Rights Shares with Warrants will, at the Directors' discretion, be satisfied from such Rights Shares with Warrants as are not validly taken up, the unsold "nil-paid" provisional allotments (if any) of Foreign Shareholders, the aggregated fractional entitlements and any Rights Shares with Warrants that are otherwise not allotted for any reason. 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, in their absolute discretion, deem fit in the interests of the Company. 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.
- 5.3 In the event that the number of Excess Rights Shares with Warrants allotted to an applicant is less than the number of Excess Rights Shares applied for, such applicant shall be deemed to have accepted the number of Excess Rights Shares actually allotted to him.
- 5.4 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 for Excess Rights Shares with Warrants or the surplus application monies, 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 ORDINARY POST AT THEIR OWN RISK** and at their mailing addresses in Singapore as maintained by the Share Registrar.

## 6. GENERAL

- 6.1 No acknowledgments or receipts will be issued in respect of any acceptances, remittances or applications.
- 6.2 **Entitled Scripholders 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.**
- 6.3 Upon the listing and quotation on the Official List of the SGX-ST, any trading of the Rights Shares with Warrants on the SGX-ST will be via the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) of the Rights Shares with Warrants effected through the SGX-ST and/or CDP shall be made in accordance with CDP's "Terms and Conditions for Operation of Securities Accounts with the Central Depository (Pte) Limited", as the same may be amended from time to time, copies of which are available from CDP.
- 6.4 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 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 Rights Shares with Warrants or applying for any Excess Rights Shares with Warrants 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 and/or apply for the Excess Rights Shares with Warrants and have their Rights Shares with Warrants credited into their Securities Accounts 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 fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or who provide 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 their Securities Accounts currently

maintained with CDP will be issued physical share 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 share certificates, if issued, will not be valid for delivery pursuant to trades done on the Official List of the SGX-ST under the book-entry (scripless) settlement system, although they will continue to be *prima facie* evidence of legal title. These physical share certificates will be sent **BY REGISTERED POST** to person(s) entitled thereto at his/their **OWN RISK**.

- 6.5 If the Entitled Scripholders' addresses stated in the PALs are different from their addresses registered with CDP, they must inform CDP of their updated addresses promptly, failing which the notification letters on successful allotments will be sent to their addresses last registered with CDP.
- 6.6 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 the SGX-ST, must deposit with CDP his existing share certificate(s), together with the duly stamped and executed instrument(s) of transfer in favour of CDP, pay the applicable fees and have his Securities Account credited with the number of Rights Shares or existing Shares, as the case may be, before he can effect the desired trade.
- 6.7 **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 21 August 2014 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY).**

## **APPENDIX D – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH ATMS OF PARTICIPATING BANKS**

The procedures for Electronic Applications at ATMs of the Participating Banks are set out on the ATM screens of the relevant Participating Banks (the “**Steps**”).

Please read carefully the terms and conditions 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 to accept and (if applicable) apply for Rights Shares with Warrants 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 Entitled Depositor or the purchaser of the provisional allotment who accepts or (as the case may be) who 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 at the ATM of that Participating Bank. The actions that the Applicant must take at ATMs of the 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 (“**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 and/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 (as the case may be) application liable to be rejected.**

An Applicant may accept his provisional allotment of Rights Shares with Warrants and if applicable, may apply for Excess Rights Shares with Warrants by way of separate Electronic Applications to accept and subscribe for his provisional allotment of Rights Shares with Warrants, and if applicable, apply for Excess Rights Shares with Warrants.

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 (as the case may be) application for the Rights Shares with Warrants under the Rights cum Warrants Issue 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, CDP Securities Account number, and application details (the “Relevant Particulars”) from his account with that Participating Bank to the Share Registrar, Securities Clearing & Computer Services (Pte) Ltd, 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.

- (2) An Applicant may make an Electronic Application at 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 account with such Participating Bank.
- (3) The Applicant irrevocably agrees and undertakes to subscribe for and to accept up to the aggregate 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 Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants as may be 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 number of 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 and/or Excess Rights Shares with Warrants applied for that may be allotted to him.
- (5) In the event that the Applicant accepts the Rights Shares with Warrants both by way of ARE and/or ARS (as the case may be) and by Electronic Application through an ATM of a Participating Bank, the Company and/or CDP shall be authorised and entitled to accept the Applicant’s instructions in whichever mode or a combination thereof as they may, in their absolute discretion, deem fit. In determining the number of Rights Shares with Warrants which the Applicant has validly given instructions to accept, the Applicant shall be deemed to have irrevocably given instructions to accept the lesser of the number of provisionally allotted Rights Shares with Warrants which are standing to the credit of the “Free Balance” of his Securities Account as at the Closing Date and the aggregate number of Rights Shares with Warrants which have been accepted by the Applicant by way of ARE and/or ARS (as the case may be) and by Electronic Application through an ATM, and the Company and/or CDP, in determining the number of Rights Shares with Warrants which 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 of Rights Shares with Warrants, whether by way of Banker’s Draft or Cashier’s Order drawn on a bank in Singapore accompanying the ARE and/or ARS or by way of the acceptance through Electronic Application through an ATM of a Participating Bank which the Applicant has authorised or is deemed to have authorized to be applied towards the payment in respect of his acceptance.
- (6) If applicable, in the event that the Applicant applies for Excess Rights Shares with Warrants both by way of ARE and by Electronic Application through an ATM of a Participating Bank, the Company and/or CDP shall be authorised and entitled to accept the Applicant’s instructions in whichever mode or a combination thereof as they may, in their 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 ARE and by Electronic Application through an ATM of a Participating Bank. The Company and/or 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 Excess Rights Shares

with Warrants, whether by way of Banker's Draft or Cashier's Order drawn on a bank in Singapore accompanying the ARE or by way of Electronic Application through an ATM of a Participating Bank, which the Applicant has authorised or is deemed to have authorised to be applied towards the payment in respect of his application.

- (7) The Applicant irrevocably requests and authorises the Company to:-
  - (a) register, or to 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 or refund (without interest or any share of revenue or other benefit arising therefrom) the acceptance/application monies, should his Electronic Application in respect of the Rights Shares with Warrants not be accepted 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 fourteen (14) days after the Closing Date; and
  - (c) return or refund (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 fourteen (14) days after the Closing Date.
- (8) **BY MAKING AN ELECTRONIC APPLICATION, THE APPLICANT CONFIRMS THAT HE IS NOT ACCEPTING OR APPLYING FOR THE RIGHTS SHARES AND WARRANTS 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 CDP, the Participating Banks, the Share Registrar, the Company and/or the Receiving Bank) and any events whatsoever beyond the control of CDP, the Participating Banks, the Share Registrar, the Company, and the Receiving Bank and if, in any such event, CDP and/or the Participating Banks and/or the Share Registrar and/or the Company and/or the Receiving Bank do not record or receive the Applicant's Electronic Application by **9.30 p.m. on 21 August 2014** (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 such data 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 CDP, the Participating Banks, the Share Registrar, the Company, and the Receiving Bank for any purported acceptance thereof and (if applicable) excess application therefor, or for any compensation, loss or damage in connection therewith or in relation thereto.
- (10) **Electronic Applications may only be made at the 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 21 August 2014** (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 thereof. 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 at the ATMs of 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 acceptance/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 fourteen (14) days after the Closing Date. An Electronic Application may also be accepted in part, in which case the balance amount of acceptance/application monies will be refunded on the same terms.
- (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 21 August 2014** (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 by making and completing an Electronic Application, the Applicant agrees that:-
- (a) his Electronic Application is irrevocable (whether or not the form and/or content of this Offer Information Statement is modified (as may be determined by the Authority), or it is amended, supplemented, replaced and/or re-lodged with 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 exclusive jurisdiction of the Singapore courts;
  - (c) none of the Company, CDP, the Participating Banks, the Receiving Bank nor the Share Registrar 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 or CDP 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 and (if applicable) 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, 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, 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.
- (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 an Applicant 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 and/or ARS or by way of Electronic Application through any ATM of the Participating Banks, the Rights Shares with Warrants and/or Excess Rights Shares with Warrants will be allotted in such manner as the Company and/or CDP may, in their absolute discretion, deem fit and the surplus acceptance and (if applicable) application monies, as the case may be, will be refunded, 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:–
- (a) by means of a crossed cheque drawn on a bank in Singapore and sent **BY ORDINARY POST** at his own risk to his mailing address as recorded 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/or
  - (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 of that Participating Bank, the receipt by such bank being a good discharge to the Company and CDP of their obligations, if any, thereunder.
- (19) The Applicant hereby acknowledges that, in determining the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants which he can validly accept, the Company and/or CDP are entitled and the Applicant hereby authorises the Company and/or CDP to take into consideration:-
- (a) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants which the Applicant has validly accepted, whether under the ARE or any other form of application (including Electronic Application through an ATM) for the Rights Shares with Warrants;
  - (b) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants standing to the credit of the "**Free Balance**" of the Applicant's Securities Account which is available for acceptance; and
  - (c) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants which has been disposed of by the Applicant.

The Applicant hereby acknowledges that CDP's and/or the Company's determination shall be conclusive and binding on him.

- (20) The Applicant irrevocably requests and authorises CDP to accept instructions from the Participating Bank through whom the Electronic Application is made in respect of the provisional allotment of Rights Shares with Warrants accepted by the Applicant and (if applicable) the Excess Rights Shares with Warrants which the Applicant has applied for.
- (21) With regard to any acceptance, application and/or payment which does not conform strictly to the instructions set out under this Offer Information Statement, the ARE, the ARS, the PAL, (if applicable) the Memorandum and Articles of Association of the Company 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 Electronic Application or which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly or insufficiently drawn remittance, or where the "**Free Balance**" of the Applicant's Securities Account is not credited with, or is credited with less than the relevant number of Rights Shares with Warrants subscribed as at the Closing Date, the Company and/or CDP may, at their absolute discretion, reject or treat as invalid any such application, payment and/or other processes of remittances at any time after receipt in such manner as they may deem fit.



- (22) The Company and/or CDP 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 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 submitted for the acceptance of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants.

## APPENDIX E – CONSOLIDATED INCOME STATEMENTS

1. The audited consolidated income statements of the Group for the past financial years ended 31 March 2012 (“FY2012”), 31 March 2013 (“FY2013”) and 31 March 2014 (“FY2014”) are as set out below:-

	Audited FY2012 (US\$'000)	Audited FY2013 (US\$'000) <sup>(1)</sup> (restated in the consolidated audited accounts of the Company for FY2014)	Audited FY2014 (US\$'000)
Revenue	8,695	–	–
Cost of Sales	(2,633)	–	–
Gross Profit	6,062	–	–
Other income/(expense) - net	148	39	1,226
Gain on disposal of discontinued operations	–	–	15,928
Research and Development	(6,276)	–	(93)
Selling	(4,733)	(214)	(110)
Administration	(9,712)	(44,396)	(4,997)
Finance Expenses	(50)	(110)	(102)
<b>Loss Before Taxation</b>	<b>(14,561)</b>	<b>(44,681)</b>	11,852
Taxation	94	–	–
<b>Net profit/(loss) for the year</b>	<b>(14,467)</b>	<b>(44,681)</b>	<b>11,852</b>
<b>Discontinued operations</b>			
Profit/(loss) from discontinued operations net of tax	–	(19,703)	(7,527)
<b>Total profit/(loss) attributed to the Company</b>	<b>(14,467)</b>	<b>(64,384)</b>	<b>4,325</b>
Currency Translation Differences	242	23,033	(4,599)
<b>Total Comprehensive Losses</b>	<b>(14,225)</b>	<b>(41,351)</b>	<b>(274)</b>

**Note:-**

1. The audited figures for FY2013 have been restated in the consolidated audited accounts of the Company for FY2014. Accordingly, the figures as represented herein are the restated audited FY2013 figures.

### 2. EFFECTS OF THE RIGHTS CUM WARRANTS ISSUE ON EPS OR LPS

2.1 The effects of the Rights cum Warrants Issue as presented herein:-

- (a) are purely for illustrative purposes only and are not projections of the actual future financial performance or financial position of the Group after the Rights cum Warrants Issue;
- (b) are based on the audited consolidated financial statements of the Group for FY2012, FY2013 and FY2014 respectively;
- (c) assume that the Rights Shares, the Warrants and the Warrant Shares, as the case may be, had been issued, in respect of the profit and loss statements at the beginning of FY2012, FY2013 and FY2014 respectively;

- (d) assume that there were no returns earned from the proceeds of the Rights cum Warrants Issue;
- (e) assume that all Rights Shares with Warrants under the Rights cum Warrants Issue were fully subscribed, and all the Warrants were exercised for the Maximum Rights Subscription and Warrant Conversion Scenario; and
- (f) assume that all Rights Shares with Warrants under the Rights cum Warrants Issue were fully subscribed, but no Warrants were exercised for the Maximum Rights Subscription with No Warrant Conversion Scenario.

## 2.2 **EPS/(LPS) before the issue of Rights Shares**

	Audited FY2012	Audited FY2013	Audited FY2014
Weighted average number of Shares in issue ('000)	43,641 <sup>(1)</sup>	50,525 <sup>(1)</sup>	74,278 <sup>(1)</sup>
EPS/(LPS) (\$)	(0.4075)	(1.5720)	0.0757

**Note:-**

1. The weighted average number of shares in issue as at 31 March 2012, 31 March 2013 and 31 March 2014 respectively, as adjusted for the Share Consolidation.

## 2.3 **EPS/(LPS) adjusted for the issue of Rights Shares (based on the Maximum Rights Subscription and Warrant Conversion Scenario)**

	Audited FY2012	Audited FY2013	Audited FY2014
Weighted average number of Shares in issue ('000)	1,692,278 <sup>(1)</sup>	1,699,162 <sup>(1)</sup>	1,722,915 <sup>(1)</sup>
EPS/(LPS) (\$)	(0.0105)	(0.0467)	0.0033

**Note:-**

1. The weighted average number of shares in issue as at 31 March 2012, 31 March 2013 and 31 March 2014 respectively, as adjusted for the Maximum Rights Subscription and Warrant Conversion Scenario.

## 2.4 **EPS/(LPS) adjusted for the issue of the Rights Shares (based on the Maximum Rights Subscription with No Warrant Conversion Scenario)**

	Audited FY2012	Audited FY2013	Audited FY2014
Weighted average number of Shares in issue ('000)	867,960 <sup>(1)</sup>	874,843 <sup>(1)</sup>	898,597 <sup>(1)</sup>
EPS/(LPS) (cents)	(0.0205)	(0.0908)	0.0063

**Note:-**

1. The weighted average number of shares in issue as at 31 March 2012, 31 March 2013 and 31 March 2014 respectively, as adjusted for the Maximum Rights Subscription with No Warrant Conversion Scenario.

## APPENDIX F – CONSOLIDATED BALANCE SHEETS

1. The audited consolidated balance sheets of the Group for FY2013 and FY2014 are as set out below:-

	<b>Audited FY2013 (US\$'000)</b>	<b>Audited FY2014 (US\$'000)</b>
<b>ASSETS</b>		
<b>Non-current assets</b>		
Property, plant and equipment	1,309	3
Intangible assets	18	–
Investments in subsidiaries	–	–
Deposits	3	–
Available-for-sale financial asset	–	–
	<b>1,330</b>	<b>3</b>
<b>Current Assets</b>		
Inventories	763	–
Trade receivables	747	–
Other receivables and deposits	680	10
Prepayments	250	28
Amount due from related parties (non-trade)	1,693	–
Cash and cash equivalents	499	2,511
	<b>4,632</b>	<b>2,549</b>
<b>Total Assets</b>	<b>5,962</b>	<b>2,552</b>
<b>LIABILITIES</b>		
<b>Current liabilities</b>		
Trade payables	698	–
Accruals and other payables	13,199	5,044
Convertible bonds	563	477
Amount due to related parties (non-trade)	621	–
Deferred income	1,149	–
Amount due to a shareholder	5,049	3,571
	<b>21,279</b>	<b>9,092</b>
<b>Net current liabilities</b>	<b>(16,647)</b>	<b>(6,543)</b>
<b>Non-current liabilities</b>		
Provision for reinstatement costs	481	–
Amount due to shareholder	–	2,383
Deferred income tax liabilities	109	–
	<b>590</b>	<b>2,383</b>
<b>Net (Liabilities)/Assets</b>	<b>(15,907)</b>	<b>(8,923)</b>
<b>EQUITY</b>		
Equity attributable to Shareholders	(15,181)	(7,988)
Minority interest	(726)	(935)
	<b>(15,907)</b>	<b>(8,923)</b>
<b>Total Equity and Liabilities</b>	<b>5,962</b>	<b>2,552</b>

## 2. EFFECTS OF THE RIGHTS CUM WARRANTS ISSUE ON NAV

2.1 For illustrative purposes only, the following is an analysis of the financial effects of the Rights cum Warrants Issue on the consolidated NAV per Share of the Group, which is based on the audited consolidated financial statements of the Group for FY2013 and FY2014.

As the currency of the Exercise Price of the Warrants is different from the functional currency of the Company, the Warrants are accounted for as derivatives and are carried at fair value with fair value changes recognised in the income statement. When the Warrants are exercised, the proceeds received and the derivatives will be derecognised with a corresponding recognition in share capital. The *pro forma* analysis below assumes that there are no changes to the fair value of the derivatives.

2.2 Based on the audited consolidated financial statements of the Group for FY2013, the *pro forma* financial effects of the Rights cum Warrants Issue on the NAV and NAV per Share are as follows:-

	As at 31 March 2013	Adjusted for the Rights cum Warrants Issue assuming the Maximum Subscription and Conversion Scenario	Adjusted for the Rights cum Warrants Issue assuming the Maximum Subscription with No Conversion Scenario
NAV (S\$'000)	(19,739) <sup>(1)</sup>	(5,939)	(13,339)
No. of Shares	55,205,659	1,703,842,849 <sup>(2)</sup>	879,524,254 <sup>(3)</sup>
NAV per Share (S\$)	(0.3576)	(0.0035)	(0.0152)

### Notes:-

1. The Company's financials are reported in US\$. The Singapore dollar equivalent of US\$15,907,000 was arrived at by applying an exchange rate of US\$1 = S\$1.2409.
2. The Maximum Rights Subscription and Warrant Conversion Scenario assumes that an aggregate of 1,648,637,190 new Shares will be issued pursuant to the Rights cum Warrants Issue, on the basis that all Right Shares with Warrants were fully subscribed and all Warrants were exercised.
3. The Maximum Rights Subscription with No Warrant Conversion Scenario assumes that an aggregate of 824,318,595 new Shares will be issued pursuant to the Rights cum Warrants Issue, on the basis that all Right Shares with Warrants were fully subscribed and no Warrants were exercised.

2.3 Based on the audited consolidated financial statements of the Group for FY2014, the *pro forma* financial effects of the Rights cum Warrants Issue on the NAV and NAV per Share are as follows:-

	As at 31 March 2014	Adjusted for the Rights cum Warrants Issue assuming the Maximum Rights Subscription and Warrant Conversion Scenario	Adjusted for the Rights cum Warrants Issue assuming the Maximum Rights Subscription with No Warrant Conversion Scenario
NAV (S\$'000)	(11,073) <sup>(1)</sup>	2,727	(4,673)
No. of Shares	154,286,796	1,802,923,986 <sup>(2)</sup>	978,605,391 <sup>(3)</sup>
NAV per Share (S\$)	(0.0718)	0.0015	(0.0048)

### Notes:-

1. The Company's financials are reported in US\$. The Singapore dollar equivalent of US\$8,923,000 was arrived at by applying an exchange rate of US\$1 = S\$1.2409.
2. The Maximum Rights Subscription and Warrant Conversion Scenario assumes that an aggregate of 1,648,637,190 new Shares will be issued pursuant to the Rights cum Warrants Issue, on the basis that all Rights Shares with Warrants were fully subscribed and all Warrants were exercised.
3. The Maximum Rights Subscription with No Warrant Conversion Scenario assumes that an aggregate of 824,318,595 new Shares will be issued pursuant to the Rights cum Warrants Issue, on the basis that all Rights Shares with Warrants were fully subscribed and no Warrants were exercised.

## **APPENDIX G – 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.



