

NOT FOR DISTRIBUTION OUTSIDE OF SINGAPORE

OFFER INFORMATION STATEMENT DATED 11 DECEMBER 2014

(Lodged with the Monetary Authority of Singapore on 11 December 2014)

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

Capitalised terms used below which are not otherwise defined herein shall have the same meanings ascribed to them under the “*Definitions*” section of this offer information statement (“**Offer Information Statement**”) issued by SHS Holdings Ltd. (the “**Company**”).

A copy of this Offer Information Statement issued by the Company has been lodged with the Monetary Authority of Singapore (the “**Authority**”). The Authority assumes no responsibility for the contents of this Offer Information Statement. The lodgement of this Offer Information Statement with the Authority does not imply that the Securities and Futures 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 Warrants and the New Shares being issued, or in respect of which an invitation is made, for investment.

An application has been made by the Company to the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) to list for quotation the Warrants and the New Shares on the Main Board of the SGX-ST. Approval in-principle has been granted by the SGX-ST for the listing of and quotation for the Warrants and the New Shares on the Main Board of the SGX-ST, subject to certain conditions. The Company may in its absolute discretion waive any of the said conditions in the event that the SGX-ST waives compliance of the same. The Warrants and the New Shares will be admitted to the Official List of the SGX-ST and the official listing of and quotation for the Warrants and the New Shares will commence after all conditions imposed by the SGX-ST are satisfied, the certificates relating thereto have been issued and the notification letters from The Central Depository (Pte) Limited (“**CDP**”) have been despatched.

The approval in-principle granted by the SGX-ST for admission to the Official List of the SGX-ST and the dealing in, listing of and quotation for, the Warrants and the New Shares are in no way reflective of, and are not to be taken as an indication of the merits of the Bonus Warrants Issue, the Warrants, the New Shares, the Company, its subsidiaries and/or their securities. The SGX-ST assumes no responsibility for the correctness or accuracy of any of the statements made, reports contained and opinions expressed in this Offer Information Statement.

IT SHOULD BE NOTED THAT THE WARRANTS MAY NOT BE LISTED AND QUOTED ON THE OFFICIAL LIST OF THE MAIN BOARD OF THE SGX-ST IN THE EVENT OF AN INSUFFICIENT SPREAD OF HOLDINGS OF THE WARRANTS TO PROVIDE FOR AN ORDERLY MARKET IN THE TRADING OF THE WARRANTS. IN SUCH AN EVENT, THE WARRANTHOLDERS WILL NOT BE ABLE TO TRADE THEIR WARRANTS ON THE OFFICIAL LIST OF THE MAIN BOARD OF THE SGX-ST. However, if Warrantholders were to exercise their rights, subject to the terms and conditions of the Warrants, to convert their Warrants into New Shares, such New Shares will be listed and quoted on the Official List of the Main Board of the SGX-ST.

No Warrants shall be allotted or allocated on the basis of this Offer Information Statement later than six (6) months after the date of lodgment of this Offer Information Statement with the Authority.

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



SHS HOLDINGS LTD.

(formerly known as See Hup Seng Limited)

(Company Registration No. 197502208Z)

(Incorporated in the Republic of Singapore on 19 December 1975)

BONUS WARRANTS ISSUE OF UP TO 304,230,589 FREE WARRANTS, WITH EACH WARRANT CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) NEW SHARE AT AN EXERCISE PRICE OF S\$0.20 FOR EACH NEW SHARE, ON THE BASIS OF ONE (1) WARRANT FOR EVERY TWO (2) EXISTING ORDINARY SHARES IN THE CAPITAL OF THE COMPANY (THE “SHARES”) HELD BY ENTITLED SHAREHOLDERS (AS DEFINED HEREIN) AS AT THE BOOKS CLOSURE DATE (AS DEFINED HEREIN), FRACTIONAL ENTITLEMENTS TO BE DISREGARDED

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.

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

Persons wishing to subscribe for the New Shares offered by this Offer Information Statement should, before deciding whether to purchase or subscribe, carefully read this Offer Information Statement in its entirety in order to make an informed assessment, *inter alia*, of the assets and liabilities, risk factors, profits and losses, financial position, performance and prospects of the Company, the Group and the rights and liabilities attaching to the Warrants and the New Shares. 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 the light of their personal circumstances (including financial and taxation affairs). No information in this Offer Information Statement should be considered to be business, financial, legal or tax advice. It is recommended that such persons seek professional advice from their legal, financial, tax or other professional advisers before deciding whether to subscribe for the New Shares 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 Bonus Warrants Issue or the issue of the New Shares 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 or the Group.

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

The Company is not making any representation to any person regarding the legality of an investment in the Warrants, the New Shares and/or the Shares by such person under any investment or any other laws or regulations. No information in this Offer Information Statement should be considered to be business, legal, financial or tax advice. Each prospective investor should consult his own professional or other advisor for business, legal, financial or tax advice regarding an investment in the Warrants, the New Shares and/or the Shares.

The Company makes no representation, warranty or recommendation whatsoever as to the merits of the Bonus Warrants Issue, the New Shares, the Company, the Group or any other matter related thereto or in connection therewith. Nothing in this Offer Information Statement or its accompanying documents shall be construed as a recommendation to accept or purchase the Warrants, the New Shares and/or the Shares. Prospective subscribers of the New Shares and/or the 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 the Group and shall be deemed to have done so.

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

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

The distribution of this Offer Information Statement (and/or its accompanying documents) and the purchase, exercise of or subscription for the Warrants 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 these jurisdictions. Shareholders and 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.

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DEFINITIONS

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

“9M2013”	:	The nine months period ended 30 September 2013
“9M2014”	:	The nine months period ended 30 September 2014
“Act” or “Companies Act”	:	The Companies Act, Chapter 50, of Singapore, as amended or modified from time to time
“Announcement”	:	The announcement released by the Company on 10 September 2014 in relation to the Bonus Warrants Issue
“Authority”	:	Monetary Authority of Singapore
“Board” or “Board of Directors”	:	The board of directors of the Company as at the Latest Practicable Date
“Bonus Warrants Issue”	:	The bonus issue by the Company of up to 304,230,589 free Warrants, each Warrant carrying the right to subscribe for one (1) New Share in the capital of the Company, on the basis of one (1) Warrant for every two (2) existing Shares in the capital of the Company held by the Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded
“Books Closure Date”	:	5.00 p.m. on 11 December 2014, being the time and date at and on which the Register of Members and Share Transfer Books of the Company will be closed to determine the entitlements of Entitled Scripholders to the Bonus Warrants Issue and, in the case of Entitled Depositors, at and on which their entitlements under the Bonus Warrants Issue were determined
“CDP”	:	The Central Depository (Pte) Limited
“Company”	:	SHS Holdings Ltd. (formerly known as See Hup Seng Limited)
“Council” or “SIC”	:	The Securities Industry Council of Singapore
“CPF”	:	The Central Provident Fund
“CPF Board”	:	The Board of the CPF established pursuant to the Central Provident Fund Act, Chapter 36, of Singapore
“Deed Poll”	:	The deed poll dated 27 November 2014 executed by the Company for the purposes of constituting the Warrants (as the same may be amended or supplemented from time to time) and containing, <i>inter alia</i> , provisions for the protection of the rights and interests of the Warrantholders

“Directors”	:	The directors of the Company as at the date of this Offer Information Statement
“Entitled Depositors”	:	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 the CDP are in Singapore as at the Books Closure Date or who have, at least three (3) Market Days prior to the Books Closure Date, provided CDP, with addresses in Singapore for the service of notices and documents
“Entitled Scripholders”	:	Shareholders whose share certificates have not been deposited with CDP and (i) whose Shares are registered in their own name; or (ii) who have tendered to the Share Registrar valid transfers of their Shares and the certificates relating thereto for registration up to the Books Closure Date and whose registered addresses with the Company are in Singapore as at the Books Closure Date or who have, at least three (3) Market Days prior to the Books Closure Date, provided the Share Registrar with addresses in Singapore for the service of notices and documents
“Entitled Shareholders”	:	Entitled Depositors and Entitled Scripholders
“Exercise Date”	:	The day on which the Warrants may be exercised, being any Market Day during the Exercise Period
“Exercise Period”	:	The period during which the Warrants may be exercised commencing on and including the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the fifth (5th) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register Of Members is closed or is not a Market Day, in which event the Exercise Period shall end on the date prior to the closure of the Register of Members of the Company or the immediate preceding Market Day, as the case may be, but excluding such period(s) during which the Register of Warrantholders may be closed pursuant to the terms and conditions of the Warrants as set out in the Deed Poll, and such period shall not be extendable
“Exercise Price”	:	The sum payable in respect of each New Share to which a Warrantholder will be entitled to subscribe upon the exercise of a Warrant, being S\$0.20, subject to certain adjustments in accordance with the terms and conditions of the Warrants as set out in the Deed Poll
“Existing Issued Share Capital”	:	The existing issued share capital (excluding treasury shares) of the Company comprising 608,461,178 Shares as at the Latest Practicable Date

“Foreign Shareholders”	:	Shareholders whose registered addresses with the Company or CDP are outside Singapore as at the Books Closure Date and who had not, at least three (3) Market Days prior to the Books Closure Date, provided to CDP or the Share Registrar, as the case may be, addresses in Singapore for the service of notices and documents
“FY”	:	Financial year ended or ending 31 December, as the case may be
“Group”	:	The Company and its subsidiaries, collectively, as at the Latest Practicable Date
“Latest Practicable Date”	:	4 December 2014, being the latest practicable date prior to the issue of this Offer Information Statement
“Listing Manual”	:	The listing manual of SGX-ST, as amended or modified from time to time
“Market Day”	:	A day on which the SGX-ST is open for trading in securities
“NAV”	:	Net Asset Value
“New Shares”	:	The new Shares to be allotted and issued by the Company credited as fully paid, upon the exercise of the Warrants subject to and in accordance with the terms and conditions of the Warrants as set out in the Deed Poll
“Offer Information Statement”	:	This document issued by the Company in respect of the Bonus Warrants Issue, and all other accompanying documents issued by the Company, including, where the context admits, any supplementary or replacement document which may be issued by the Company
“Record Date”	:	In relation to any dividends, rights, allotments or other distributions, the date as at the close of business (or such other time as may have been notified by the Company) on which Shareholders must be registered with the Company or with CDP, as the case may be, in order to participate in such dividends, rights, allotments or other distributions
“Register of Members”	:	Register of members of the Company
“Securities Account”	:	Securities account maintained by a Depositor with CDP but does not include a securities sub-account maintained with a Depository Agent
“SFA” or “Securities and Futures Act”	:	Securities and Futures Act, Chapter 289 of Singapore, as amended or modified from time to time
“SGX-ST”	:	The Singapore Exchange Securities Trading Limited

“SGXNET”	:	The SGXNET Corporate Announcement System, being a system network used by listed companies to send information and announcements to the SGX-ST or any other system networks prescribed by the SGX-ST
“Shares”	:	Ordinary shares in the capital of the Company, and each a “Share”
“Share Registrar”	:	Boardroom Corporate & Advisory Services Pte. Ltd.
“Shareholders”	:	Registered holders of Shares in the Register of Members of the Company, except that where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares and where the context so admits, mean the Depositors whose Securities Accounts are credited with those Shares
“Singapore”	:	The Republic of Singapore
“Substantial Shareholder”	:	A person who has an interest (directly or indirectly) of 5% or more of the total issued voting shares of the Company
“S\$” and “cents”	:	The lawful currency of the Republic of Singapore
“Takeover Code”	:	The Singapore Code on Takeovers and Mergers, as amended or modified from time to time
“Unit Share Market”	:	The unit share market of the SGX-ST, which allows the trading of single shares
“Warrant Agent”	:	Boardroom Corporate & Advisory Services Pte. Ltd.
“Warrants”	:	Up to 304,230,589 free warrants in registered form to be issued by the Company pursuant to the Bonus Warrants Issue, and where the context so admits, such additional warrants as may be required or permitted to be issued by the Company pursuant to the terms and conditions of the Deed Poll (any such additional warrants to rank <i>pari passu</i> with the warrants issued pursuant to the Bonus Warrants Issue and for all purposes to form part of the same series), each such Warrant entitling its holder to subscribe for one (1) New Share at the Exercise Price, subject to the terms and conditions of the Deed Poll
“Warrantholders”	:	Registered holders of the Warrants, except that where CDP is the registered holder, the term “Warrantholders” shall, in relation to such Warrants and where the context so admits, mean the Entitled Depositors whose Securities Accounts are credited with the Warrants
“Warrant Certificates”	:	The certificates (in registered form) to be issued in respect of the Warrants as from time to time modified in accordance with the conditions to be set out in the Deed Poll

“%” or “per cent” : Percentage or per centum

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

The term “**subsidiary**” shall have the meaning ascribed to it in Section 5 of the Companies Act.

Words importing the singular shall, where applicable, include the plural and vice versa. 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 words “**written**” and “**in writing**” include any means of visible reproduction.

Any reference in this Offer Information Statement to any enactment is a reference to that enactment as for the time being amended, modified or re-enacted. Any word defined under the Companies Act, the Securities and Futures Act, the Securities and Futures (Offers of Investments) (Shares and Debentures Regulations) 2005 or the Listing Manual or any amendment or modification thereof and not otherwise defined in this Offer Information Statement shall, where applicable, have the meaning assigned to it respectively under the Companies Act, the Securities and Futures Act, the Securities and Futures (Offers of Investments) (Shares and Debentures Regulations) 2005 or the Listing Manual or such amendment or modification thereof, as the case may be.

Any reference to a time of day and dates in this Offer Information Statement shall be a reference to Singapore time and dates unless otherwise stated. Any reference to a date and/or time in this Offer Information Statement in relation to the Bonus Warrants Issue 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 amounts listed and the totals thereof are due to rounding. Accordingly, figures shown as totals in this Offer Information Statement may not be an arithmetic aggregation of the figures that precede them.

Where any word or expression is defined in this Offer Information Statement, such definition shall extend to the grammatical variations of such word or expression.

References in this Offer Information Statement to “**we**”, “**our**” and “**us**” refer to the Group.

EXPECTED TIMETABLE OF KEY EVENTS

The important dates and times for the Bonus Warrants Issue are as follows:

Books Closure Date	:	11 December 2014 at 5:00 p.m.
Date of lodgement of OIS	:	11 December 2014
Expected date for issuance of Warrants	:	17 December 2014
Expected date and time for commencement of trading of Warrants on the Main Board of SGX-ST (subject to there being an adequate spread of holdings of the Warrants to provide for an orderly market in the trading of the Warrants)	:	19 December 2014 from 9:00 a.m.

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

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE BONUS WARRANTS ISSUE

1 ENTITLED SHAREHOLDERS

Entitled Shareholders will be entitled to participate in the Bonus Warrants Issue.

2 FOREIGN SHAREHOLDERS

This Offer Information Statement has not been and will not be registered, filed or lodged in any jurisdiction other than in Singapore. The distribution of this Offer Information Statement may be prohibited or restricted (either absolutely or subject to various relevant securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of those jurisdictions. For practical reasons and in order to avoid any violation of the securities legislation applicable in jurisdictions other than Singapore, the Bonus Warrants Issue is only made in Singapore.

Foreign Shareholders will not be entitled to participate in the Bonus Warrants Issue. The Warrants will not be issued to, and this Offer Information Statement has not been and will not be despatched to, Foreign Shareholders.

SHAREHOLDERS WITH REGISTERED ADDRESSES OUTSIDE SINGAPORE WHO WISH TO PARTICIPATE IN THE BONUS WARRANTS ISSUE SHOULD PROVIDE CDP OR THE SHARE REGISTRAR, AS THE CASE MAY BE, WITH ADDRESSES IN SINGAPORE FOR THE SERVICE OF NOTICES AND DOCUMENTS, AT LEAST THREE (3) MARKET DAYS PRIOR TO THE BOOKS CLOSURE DATE.

Notwithstanding the above, Entitled Shareholders and any other person having possession of this Offer Information Statement are advised to inform themselves of and to observe all legal requirements applicable thereto. No person in any jurisdiction outside Singapore receiving this Offer Information Statement may treat the same as an offer, invitation or solicitation to subscribe for any Warrants or Shares.

The Warrants which represent fractional entitlements disregarded in accordance with the terms of the Bonus Warrants Issue shall be dealt with in such manner as the Directors may, in their absolute discretion, deem fit.

SUMMARY OF THE PRINCIPAL TERMS OF THE BONUS WARRANTS ISSUE

The following is a summary of the principal terms and conditions of the Bonus Warrants Issue and is derived from, and should be read in conjunction with, the full text of this Offer Information Statement, and is qualified in its entirety by reference to information appearing elsewhere in this Offer Information Statement.

PRINCIPAL TERMS OF THE BONUS WARRANTS ISSUE

Number of Warrants	:	Up to 304,230,589 Warrants will be issued pursuant to the Bonus Warrants Issue.
Basis of Provisional Allotment	:	One (1) Warrant for every two (2) existing Shares held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded.
Exercise Price	:	S\$0.20 is payable for each New Share, subject to adjustments under certain circumstances to be set out in the Deed Poll.
Exercise Period	:	The Warrants may be exercised at any time during the period commencing on and including on the date of issue of the Warrants and expiring at 5:00 p.m. on the date immediately preceding the fifth (5th) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members is closed or is not a Market Day, in which event the Warrants will expire on the date prior to the closure of the Register of Members or the immediately preceding Market Day, as the case may be (but excluding such period(s) during which the Register of Warranholders may be closed), subject to the terms and conditions of the Warrants to be set out in the Deed Poll. Warrants remaining unexercised at the expiry of the Exercise Period shall lapse and cease to be valid for any purpose. The right to exercise the Warrants will not be extended beyond the Exercise Period.
Form and subscription rights	:	The Warrants will be issued in registered form and will be constituted by the Deed Poll. Subject to the terms and conditions of the Warrants to be set out in the Deed Poll, every one (1) Warrant shall entitle the Warranholder, at any time during the Exercise Period, to subscribe for one (1) New Share at the Exercise Price in force on the relevant exercise date.
Net Proceeds	:	Assuming that the Warrants are being fully exercised, the gross proceeds from the Bonus Warrants Issue are approximately S\$60.8 million. After taking into account the estimated expenses for the Bonus Warrants Issue of approximately S\$0.5 million, the estimated net proceeds from the Bonus Warrants Issue is expected to be approximately S\$60.3 million.

- Eligibility to participate in the Bonus Warrants Issue : Please refer to the Section entitled “**Eligibility of Shareholders to Participate in the Bonus Warrants Issue**” of this Offer Information Statement.
- Trading : The Warrants will be issued in registered form and will be listed and traded separately on the SGX-ST under the book-entry (scripless) settlement system, upon the listing of and quotation for the Warrants on the SGX-ST, subject to, amongst others, 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 : On 3 November 2014, the Company obtained the approval in-principle of the SGX-ST for the listing of and quotation for the Warrants and the New Shares on the Official List of the Main Board of the SGX-ST, subject to certain conditions, including a satisfactory spread of warrant holders (at least 100) to provide an orderly market for the Warrants.
- The in-principle approval of the SGX-ST is not to be taken as an indication of the merits of the Bonus Warrants Issue, the Warrants, the New Shares, the Company and/or its subsidiaries.
- In the event that permission is not granted by the SGX-ST for the listing of and quotation for the Warrants on SGX-ST due to an inadequate spread of holdings of the Warrants to provide for an orderly market in the trading of the Warrants, Warrant holders will not be able to trade their Warrants on SGX-ST.**
- Mode of payment for exercise of Warrants : Warrant holders who exercise their Warrants must pay the Exercise Price at the specified office for the time being of the Warrant Agent by way of remittance in Singapore currency by banker’s draft or cashier’s order drawn on a bank in Singapore and/or debiting the CPF Investment Account with the CPF Approved Bank, for the credit of the Special Account for the full amount of the moneys payable in respect of the Warrant(s) exercised.
- Adjustment to Exercise Price and/or the number of Warrants : The Exercise Price and/or the number of Warrants to be held by each Warrant holder will be subject to adjustments under certain circumstances to be set out in the Deed Poll. Such circumstances include, without limitation, consolidation or subdivision of Shares, capitalisation issues, rights issues and certain capital distributions. Any additional Warrants issued shall rank *pari passu* with the Warrants issued under the Bonus Warrants Issue and will for all purposes form part of the same series. Any such adjustments shall (unless otherwise provided under the Listing Manual from time to time) be announced by the Company on SGXNET.

- Status of the New Shares : The New Shares arising from the exercise of the Warrants (and such additional New Shares as may be required to be allotted and issued on the exercise of any additional Warrants), upon issue and allotment, will rank *pari passu* in all respects with the then existing Shares in issue, save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the New Shares.
- Further Issues : Subject to the terms and conditions of the Warrants to be set out in the Deed Poll, the Company shall be at liberty to 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. However, the Warrantholders shall not have any participating rights in any such issues of Shares by the Company unless otherwise resolved by the Company in a general meeting.
- Governing Law : Laws of the Republic of Singapore

TRADING

1 LISTING AND QUOTATION OF THE RIGHTS SHARES

The Company has obtained the approval in-principle of the SGX-ST for the listing of and quotation for the Warrants and the New Shares on the Official List of the Main Board of the SGX-ST, subject to, *inter alia*, there being a sufficient spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants.

The approval in-principle of the SGX-ST is not to be taken as an indication of the merits of the Bonus Warrants Issue, the Warrants, the New Shares, the Company and/or its subsidiaries. Under Rule 826 of the Listing Manual, it is provided, that as a guide, the SGX-ST expects at least 100 Warrantholders for a class of company warrants.

In the event that permission is not granted by the SGX-ST for the listing and quotation for the Warrants due to an insufficient spread of holdings of the Warrants to provide for an orderly market in the trading of the Warrants, the Company shall nevertheless proceed and complete the Bonus Warrants Issue. Accordingly, in such an event, Warrantholders will not be able to trade their Warrants on the Main Board of the SGX-ST. However, if a Warrantholder were to exercise his Warrants in accordance with the Deed Poll, the New Shares arising therefrom will be listed and quoted on the Main Board of the SGX-ST.

Upon the listing and quotation on the Main Board of the SGX-ST, the Warrants and the New Shares, when allotted and issued, will be traded under the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) of the Warrants and New Shares effected through the SGX-ST and/or CDP shall be made in accordance with the “Terms and Conditions for Operation of Securities Accounts with The Central Depository (Pte) Limited” and the “Terms and Conditions for The Central Depository (Pte) Limited 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 who wish to trade the 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) in order that the number of Warrants may be credited by CDP into their Securities Accounts.

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

3 TRADING OF ODD LOTS

Entitled Shareholders should note that the Bonus Warrants Issue may result in them holding odd lots of Warrants (that is, lots other than board lots of 1,000 Warrants). The exercise of such Warrants may also result in an Entitled Shareholder holding odd lots of Shares.

Following the Bonus Warrants Issue, Entitled Shareholders who hold odd lots of Warrants and/or New Shares and who wish to trade in odd lots of Warrants and/or Shares on the SGX-ST should note that they will be able to do so on the Unit Share Market of the SGX-ST which allows trading of odd lots. The market for trading of such odd lots of Shares and Warrants may be illiquid.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in this Offer Information Statement, statements made in public announcements, press releases and oral statements that may be made by the Company or its officers, Directors or employees acting on its behalf, that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by words that have a bias towards the future or are forward-looking, such as, without limitation, “anticipate”, “believe”, “could”, “estimate”, “expect”, “forecast”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “will” and “would” or other similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the Group’s expected financial position, operating results, business strategies, future plans and prospects are forward-looking statements.

These forward-looking statements, including but not limited to statements as to the Group’s revenue and profitability, prospects, future plans and other matters discussed in this Offer Information Statement regarding matters that are not historical facts, are only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Group’s actual results, performance or achievements to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements.

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

Further, the Company and its related corporations, directors, officers, executives and employees disclaim 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, subject to compliance with any applicable laws and regulations and/or rules of the SGX-ST and/or any regulatory or supervisory body or agency. Where such developments, events or circumstances occur after the lodgment of this Offer Information Statement with the Authority and are materially adverse from the point of view of an investor, 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 document with the Authority. The Company is also subject to the provisions of the Listing Manual regarding corporate disclosure.

This Offer Information Statement may include market and industry data and information that have been obtained from, *inter alia*, internal studies and publicly available information such as government statistical and industry reports, and industry publications. Please note that such information is supplied to you for your personal use only. Industry publications generally state that the information they contain has been obtained from sources believed to be reliable but the accuracy and completeness of that information is not guaranteed, and may contain other disclaimers in relation to reliance on their contents. There can therefore be no assurance as to the accuracy or completeness of such information. While reasonable steps have been taken to ensure that the information is extracted accurately, the Company and its related corporations, directors, executives and employees have not independently verified any of the data from third party sources or ascertained the underlying bases or assumptions relied upon therein, nor have the consents of these sources been obtained for the inclusion of such data or information in this Offer Information Statement.

TAKEOVER LIMITS

The Takeover Code regulates the acquisition of ordinary shares of, *inter alia*, corporations with a primary listing on the SGX-ST, including the Company. Except with the consent of the Council, where:

- (i) any person acquires whether by a series of transactions over a period of time or not, shares which (taken together with shares held or acquired by parties acting in concert with him) carry 30% or more of the voting rights of the Company; or
- (ii) any person who, together with parties acting in concert with him, holds not less than 30% but not more than 50% of the voting rights in the Company and such person, or any party acting in concert with him, acquires in any period of six (6) months additional shares carrying more than 1% of the voting rights,

such person must extend a mandatory offer immediately for the remaining Shares in the Company in accordance with the provisions of the Takeover 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 general offer under the Takeover Code as a result of any acquisition and exercise of Warrants under the Bonus Warrants Issue should consult the Council and/or their professional advisers immediately.

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

PART II – IDENTITY OF DIRECTORS, ADVISERS AND AGENTS

DIRECTORS

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

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

Name	Address	Designation
Lim Siok Kwee, Thomas	47 Carmichael Road Singapore 359827	Executive Chairman
Ng Han Kok, Henry	65 Faber Green Singapore 129295	Group Chief Executive Officer
Goh Koon Seng	11 Hume Avenue #04-01 Hume Park I Singapore 598723	Executive Director
Ng Keng Sing	25A Cotswold Close Singapore 359653	Executive Director
Teo Choon Kow, William	2 Gerald Crescent Singapore 799686	Independent Director
Lee Kuo Chuen, David	128 Farrer Road Singapore 259258	Independent Director
Oh Eng Bin, Kenneth	11 Tanjong Rhu Road #09-04 The Waterside Singapore 436896	Independent Director

ADVISERS

2. Provide the names and addresses of:

- (a) the issue manager to the offer, if any;
 - (b) the underwriter to the offer, if any; and
 - (c) the legal adviser for or in relation to the offer, if any.
-

(a) the issue manager to the Bonus Warrants Issue, if any;

Not applicable. There is no issue manager.

(b) the underwriter to the Bonus Warrants Issue, if any; and

Not applicable. The Warrants are issued free.

(c) the legal adviser for or in relation to the Bonus Warrants Issue, if any.

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

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 : Boardroom Corporate & Advisory Services Pte. Ltd.
50 Raffles Place #32-01
Singapore Land Tower
Singapore 048623

Receiving Bank : Not applicable.

Transfer Agent : Not applicable.

PART III – OFFER STATISTICS AND TIMETABLE

OFFER STATISTICS

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

Method of Offer	:	Bonus Warrants Issue
Number of Warrants	:	Up to 304,230,589 Warrants
Basis of Allotment	:	The Bonus Warrants Issue is to be made to the Entitled Shareholders on the basis of one (1) Warrant for every two (2) existing Shares held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded.
Status of Warrants	:	Each Warrant carries the right to subscribe for one (1) New Share at the Exercise Price of S\$0.20 per New Share.

The New Shares will upon allotment and issue, rank *pari passu* in all respects with existing Shares of the Company, save that the New Shares will not be entitled to any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the New 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.**
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Please refer to Paragraphs 3 to 7 below of this Part.

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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.**
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Basis of Allotment	:	The Bonus Warrants Issue is to be made to the Entitled Shareholders on the basis of one (1) Warrant for every two (2) existing Shares held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded.
Terms and conditions of Bonus Warrant Issue	:	The terms and conditions of the Bonus Warrants Issue, including method of payment of the Exercise Price and the names and addresses to whom payment is to be submitted, are found in Appendix I to this Offer Information Statement.
Circumstances under which the offer period may be modified	:	As at the Latest Practicable Date, the Company does not expect the timetable under the section entitled “Expected Timetable of Key Events” on page 8 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 that event, the Company will publicly announce the same through an SGXNET announcement to be posted on the website of the SGX-ST at http://www.sgx.com .

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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.**
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The Warrants are issued free to Entitled Shareholders with no obligation on their part to exercise the Warrants. The terms and conditions of the Bonus Warrants Issue, including method of payment of the Exercise Price and time limit for paying up, are found in Appendix 1 to this Offer Information Statement.

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

- (a) the delivery of the documents evidencing title to the securities being offered (including temporary documents of title, if applicable) to subscribers or purchasers; and**
 - (b) the book-entry transfers of the securities being offered in favour of subscribers or purchasers.**
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The Warrants will be allotted to the Entitled Shareholders by crediting the allotments to Entitled Depositors or through the despatch of Warrants Certificate(s) to Entitled Scripholders. In the case of Entitled Scripholders, the Warrant Certificate(s) representing such number of Warrants will be sent by ordinary post, at their own risk, to their mailing addresses in Singapore as registered with the Share Registrar.

The Company will announce the date on which (a) the Warrant Certificates are despatched, and (b) the Warrants are credited into the relevant Securities Accounts (as the case may be) through an SGXNET announcement to be posted on the website of the SGX-ST at <http://www.sgx.com>.

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

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

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).

The Warrants are issued free on the basis of one (1) Warrant for every two (2) existing Shares held by the Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded. There will not be excess applications.

Further information on the terms and conditions of the Warrants is set out in Appendix 1 of this Offer Information Statement.

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

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.**
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As the Warrants are issued free, there will be no immediate proceeds from the Bonus Warrants Issue. Assuming all the Warrants issued are exercised within the Exercise Period, the Company will receive gross proceeds of approximately S\$60.8 million. The estimated net proceeds from the exercise of the Warrants is approximately S\$60.3 million (the “**Net Proceeds**”), after deducting professional fees as well as related expenses amounting to an aggregate of approximately S\$0.5 million in connection with the Bonus Warrants Issue.

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.**
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The Company intends to utilise the Net Proceeds for general corporate purposes, including refinancing of existing borrowings and financing of working capital, acquisition, investment and capital expenditure requirements of the Group as the Directors may deem fit. The percentage allocation for each intended use cannot be determined at this moment.

Pending the deployment of Net Proceeds, 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.

The Company will make periodic announcements on the utilisation of Net Proceeds as and when such proceeds are materially disbursed, and provide a status report on such use of proceeds in the Company's annual report(s). Where the proceeds have been used for working capital, the Company will also provide a breakdown with specific details on the use of proceeds for working capital in the announcements and status reports.

The Directors believe that the Bonus Warrants Issue provides a means to the Company to raise funds for the Group's business activities and operations in the future and that the Bonus Warrants Issue is intended to reward the Entitled Shareholders by providing them with an opportunity to increase their equity participation in the Company through the exercise of the Warrants. As the Warrants will be offered free to all the Entitled Shareholders, in the reasonable opinion of the Directors, there is no minimum amount that must be raised by the Bonus Warrants Issue. The amount of proceeds to be raised from the Bonus Warrants Issue is subject to the exercise of the Warrants by Entitled Shareholders. There is no assurance that all the Warrants issued would be exercised in full.

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- 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.**
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As the Warrants are issued free, there will be no immediate proceeds from the Bonus Warrants Issue.

As the Warrants are issued free to Entitled Shareholders with no obligation on their part to exercise the Warrants and the exercise period for the Warrants commences on and includes the date of issue of the Warrants and expires at 5.00 p.m. on the date immediately preceding the fifth (5th) anniversary of the date of issue of the Warrants, the amount of proceeds arising from the issue of the New Shares, the time of receipt of such proceeds and the percentage allocation of each intended use of such proceeds cannot be ascertained as at the date of this Offer Information Statement.

The actual amount of proceeds received by the Company from the exercise of the Warrants will depend on when and the extent to which such Warrants are exercised. As and when the Warrants are exercised, the proceeds arising from the issue of the New Shares will be used for general corporate purposes, including refinancing of existing borrowings and financing of working capital, acquisition, investment and capital expenditure requirements of the Group as the Directors may deem fit.

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- 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.**
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As the Warrants are issued free to Entitled Shareholders with no obligation on their part to exercise the Warrants and the exercise period for the Warrants commences on and includes the date of issue of the Warrants and expires at 5.00 p.m. on the date immediately preceding the fifth (5th) anniversary of the date of issue of the Warrants, the amount of proceeds arising

from the issue of the New Shares, the time of receipt of such proceeds and the percentage allocation of each intended use of such proceeds cannot be ascertained as at the date of this Offer Information Statement.

The actual amount of proceeds received by the Company from the exercise of the Warrants will depend on when and the extent to which such Warrants are exercised. As and when the Warrants are exercised, the proceeds arising from the issue of the New Shares will be used for general corporate purposes, including refinancing of existing borrowings and financing of working capital, acquisition, investment and capital expenditure requirements of the Group as the Directors may deem fit.

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

As the Warrants are issued free to Entitled Shareholders with no obligation on their part to exercise the Warrants and the exercise period for the Warrants commences on and includes the date of issue of the Warrants and expires at 5.00 p.m. on the date immediately preceding the fifth (5th) anniversary of the date of issue of the Warrants, the amount of proceeds arising from the issue of the New Shares, the time of receipt of such proceeds and the percentage allocation of each intended use of such proceeds cannot be ascertained as at the date of this Offer Information Statement.

The actual amount of proceeds received by the Company from the exercise of the Warrants will depend on when and the extent to which such Warrants are exercised. As and when the Warrants are exercised, the proceeds arising from the issue of the New Shares will be used for general corporate purposes, including refinancing of existing borrowings and financing of working capital, acquisition, investment and capital expenditure requirements of the Group as the Directors may deem fit.

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 the Warrants are issued free to Entitled Shareholders with no obligation on their part to exercise the Warrants and the exercise period for the Warrants commences on and includes the date of issue of the Warrants and expires at 5.00 p.m. on the date immediately preceding the fifth (5th) anniversary of the date of issue of the Warrants, the amount of proceeds arising from the issue of the New Shares, the time of receipt of such proceeds and the percentage allocation of each intended use of such proceeds cannot be ascertained as at the date of this Offer Information Statement.

The actual amount of proceeds received by the Company from the exercise of the Warrants will depend on when and the extent to which such Warrants are exercised. As and when the Warrants are exercised, the proceeds arising from the issue of the New Shares will be used for general corporate purposes, including refinancing of existing borrowings and financing of working capital, acquisition, investment and capital expenditure requirements of the Group as the Directors may deem fit.

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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.
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The Bonus Warrants Issue is not underwritten and no placement or selling agents have been appointed in relation to the Bonus 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);
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Registered Office Address : 81 Tuas South Street 5
Singapore 637651

Tel : (65) 6790 2888

Fax : (65) 6790 2828

- (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;
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The Group's core businesses, which are currently undertaken by the Company and its wholly owned subsidiaries, are as follows:

- (i) design, engineering and construction of integrated structures created from steel, aluminium and glass materials (the "**SSF Business**") which is undertaken by Hetat Holdings Pte. Ltd. ("**Hetat Holdings**") and its subsidiaries (the "**Hetat Group**");
- (ii) distribution of refined petroleum products (the "**RP Business**") which is undertaken by Tat Petroleum Pte. Ltd. ("**TAT Petroleum**") and its subsidiaries and Axxmo International Pte Ltd;
- (iii) provision of corrosion prevention services to the marine, oil and gas, construction and infrastructure industries (the "**CP Business**") which is undertaken by the Company and its subsidiaries; and

- (iv) other strategic investments such as (a) the investment undertaken by SHS Capital Pte. Ltd. (“**SHS Capital**”) of a 30% stake in an executive condominium development project in Singapore; (b) the investment undertaken by the Company of a minority stake in an offshore drilling company that will own and operate tender rigs; (c) a 51% equity stake in Eastern Tankstore (S) Pte Ltd for developing an integrated chemical hub in Singapore; and (d) a 25% stake in Aenergy Holdings Company Limited engaged in the business of owning and operating mini-hydropower plants in Indonesia.

(c) the general development of the business from the beginning of the period comprising the 3 most recent completed financial years to the latest practicable date, indicating any material change in the affairs of the relevant entity or the group, as the case may be, since:

- (i) the end of the most recent completed financial year for which financial statements of the relevant entity have been published; or**
- (ii) the end of any subsequent period covered by interim financial statements, if interim financial statements have been published;**

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

FY2011

On 18 April 2011, the Company announced that its wholly owned subsidiary, TAT Petroleum, has set up a new subsidiary in Indonesia, namely, PT TAT Petroleum Indonesia (“**TAT Indonesia**”). TAT Petroleum owns a 99% equity interest in TAT Indonesia, with the remaining 1% held by the Company. TAT Indonesia will have an initial paid-up capital of US\$125,000. The setting up of TAT Indonesia will allow TAT Petroleum to position itself in Indonesia and become more competitive in the chemical business. Having an entity in Indonesia will bring TAT Petroleum closer to the market and provide opportunities to expand its product coverage, in line with their overall strategy of becoming a leading distributor of petroleum-derived products in the region. The paid up capital and future working capital requirements of TAT Indonesia will be financed by internal resources.

On 11 August 2011, the Company announced its half year results for FY2011. For the six months ended 30 June 2011 (“**1H11**”), Group revenue gained 24% to S\$121.0 million, while net profit attributable to equity holders leapt 171% to S\$4.8 million derived from improved profit contribution from both the distribution of refined petroleum and corrosion prevention business. As a result, the Company has also declared an interim dividend of 0.25 cents per share to reward shareholders for their support of the Company. This translates into a dividend payout of around 21% of the profit attributable to equity holders in 1H11.

On 27 Feb 2012, the Company announced its full year results for FY2011. Profit attributable to equity holders for FY2011 gained 51% to S\$8.0 million, from S\$5.3 million in FY2010. Group revenue for FY2011 rose 23% to S\$245.4 million from S\$199.5

million in FY2010. This was largely driven by a 29% increase in sales from the Group's refined petroleum distribution business to S\$208.9 million. The CP Business held a steady performance with revenue of S\$36.5 million in FY2011. The substantial improvement in profit to equity holders came on the back of higher operating profit from the CP Business and the Company's increased equity stake in TAT Petroleum to 100% since August 2010, compared to 51% previously. For FY2011, the CP Business recorded net profit of S\$2.5 million while TAT Petroleum generated net profit of S\$5.5 million. To reward Shareholders for their support, the Company recommended a final dividend of 0.25 cents per share. Including the interim dividend of 0.25 cents per share, the Group distributed a total dividend of 0.50 cents per share with respect to FY2011.

FY2012

During the year, about 23.2 million warrants issued in 2009 were exercised and converted to new Shares at the conversion price of S\$0.23 resulting in approximately S\$5.6 million of gross proceeds received by the Company. The outstanding warrants expired on 12 September 2012.

On 20 January 2012, the Company announced that Mr Tan Ong Huat ceased to be its Executive Director and was re-designated as a Non-Executive and Non-Independent Director of the Company. The Company also announced that Mr Lee Chee Seng resigned as Vice-Chairman and Non-Executive Director due to personal reasons and his desire to focus on other business ventures.

On 1 February 2012, the Company announced that its wholly-owned subsidiary, TAT Petroleum, has secured a new contract from its principal supplier, which is one of the world's largest refiners of petroleum products, to package and resell asphalt in drums for a period of five years commencing from 1 February 2012. This packaging and resale contract will enable TAT Petroleum to extend its product offering and strengthen its revenue base. Asphalt is a petroleum-derived product that is used primarily in road construction. Under the terms of the contract, TAT Petroleum will purchase asphalt in bulk from its principal supplier, and fill the product into drums that carry the principal supplier's trademark and brand. TAT Petroleum has the right to resell the asphalt products to customers across all geographical territories. TAT Petroleum will build an automated filling station and storage yard for asphalt products within its current premises at 9 Jalan Pesawat in Singapore. This asphalt filling facility will conform to stringent requirements and standards of its principal supplier to ensure that the quality of product is maintained. On 26 March 2012, the Company announced that the building of the asphalt plant has been completed with an investment of \$1.5 million and operations will commence.

On 2 February 2012, the Company received a letter from Mr Koh Kok Leong, Mr Chew Hoe Soon, Singapore Cleanseas Pte Ltd, Mr Aw Yong Wee, Sing Yiet Civil Engineering, Mr Tan Ong Huat and Mr Ng Han Kok, Henry (collectively, the "**Requisitioning Members 1**") requesting for the Company to convene an extraordinary general meeting on 15 March 2012 pursuant to section 177 of the Companies Act. The Requisitioning Members 1 had requested for the following ordinary resolutions to be considered at the EGM: (a) That Mr Lim Siok Kwee, Thomas be removed from his office as a director of the Company; (b) That Mr Ng Han Kok, Henry be appointed as a director of the Company; (c) That Mr Chew Hoe Soon be appointed as a director of the Company and (d) To transact any other ordinary business. On 6 February 2012, the Company received a letter from Messrs Straits Law Practice LLC and Mr Lim Siok Kwee, Thomas (collectively, the "**Requisitioning Members 2**") requesting for the Company to convene an extraordinary general meeting pursuant to Section 176 of the Companies Act. The Requisitioning Members 2 had requested for the following ordinary resolution to be

considered at an extraordinary general meeting to be convened by the Company: that Mr Tan Ong Huat be removed from his office as a Director of the Company with immediate effect. On 7 February 2012, the Company announced that the letter received from Requisitioning Members 1 on 2 February 2012 did not fulfil the requirement as provided for under Section 177(1) of the Companies Act and an extraordinary general meeting will not be convened. On 20 February 2012, Mr Tan Ong Huat tendered his resignation as a director of the Company due to personal reasons and to concentrate on other business ventures. On the same day the Company announced that as Mr Tan Ong Huat has resigned and ceased as a director of the Company, the requisition notice put forth by Requisitioning Members 2 on 6 February 2012 was no longer necessary and the Company will not be required to convene an extraordinary general meeting.

On 2 March 2012, Mr Jimmy Tan Thoo Chye was appointed the Managing Director of the Group.

On 9 March 2012, the Company announced plans to build an integrated chemical hub in Singapore through a joint venture to grow the scale of its business in the refined petroleum industry. The Company had entered into a conditional sale and purchase agreement with GEP Asia Holdings Pte. Ltd. ("**GEP**") for the proposed acquisition of 51% interests in Eastern Tankstore (S) Pte. Ltd. ("**ETS**") for a consideration of S\$4.08 million. ETS owned a leasehold property at Penjuru Lane which has a site area approximating 13,500 square metres. The planned Integrated Chemical Hub will offer toll-blending, and chemical warehousing and logistics services on ETS' premises. The blueprint was to build a four-storey Integrated Chemical Hub that will have a total gross floor area of around 25,450 square metres. It was estimated that the development cost (including procurement of equipment) for the Integrated Chemical Hub will amount to a total cost of S\$27 million. A substantial portion of the development cost shall be funded through bank financing to be obtained by ETS. Any shortfall in the required funding for the development of the Integrated Chemical Hub will be provided jointly by the Company and GEP in proportion to their shareholdings.

On 23 March 2012, the Company entered into a binding term sheet (the "**Term Sheet**") with Energy Ventures IV LP ("**EV**"), Energy Drilling Pte. Ltd. ("**Energy Drilling**") and Globalfund Capital Pte. Ltd ("**GFC**") for the proposed investment by the Company of a sum of US\$10 million (the "**Investment Amount**") for a minority stake in the paid up share capital of Energy Drilling (the "**Investment**"). The Investment was conceptualized by EV, a major investment party of Energy Drilling, and the management of Energy Drilling based on the capital requirements of Energy Drilling for it to enter into a construction contract for two tender rigs and for setting up a professional operating organization for the construction management, marketing and operations management of the two tender rigs. The Investment Amount will be fully satisfied in cash and will be funded partly from the internal resources of the Company and the remainder from borrowings.

On 4 April 2012, the Company announced that it intended to enter into a joint venture with Ho Lee Group Pte Ltd ("**Ho Lee**"), Evia Real Estate Management Pte Ltd ("**Evia**") and CNH Investment Pte. Ltd ("**CNH**") (the "**Proposed Joint Venture**"), to benefit from the healthy demand for executive condominiums ("**EC**") in Singapore. Under the Proposed Joint Venture, the Company's wholly-owned subsidiary, SHS Capital, shall subscribe for a 30% stake in Serangoon EC Pte Ltd ("**Serangoon EC**") for consideration of S\$1.5 million. Serangoon EC was incorporated by Ho Lee and Evia for the development of an EC on a land parcel at Upper Serangoon View/Upper Serangoon Road (the "**Project**"). The Housing & Development Board (HDB) awarded the tender for this ninety-nine year lease land parcel to Ho Lee and Evia in March 2012. The remaining 70% stake in Serangoon EC shall be held by Ho Lee, Evia and CNH. Ho Lee has an

operating history of more than 30 years and an established reputation in Singapore's construction industry. Ho Lee's proven track record spans numerous HDB public housing, HDB upgrading, private residential projects as well as institutions and complexes. Evia is the real estate arm of Evia Capital Partners, an established Asian private equity firm with offices in Singapore and China. Evia is involved in property development and project management in Singapore including another executive condominium called "Watercolours" which will be launched soon in Pasir Ris. CNH is a joint venture between two leading construction companies in Singapore and is a strategic investor in the Project. The tender price for the EC site at Upper Serangoon View/Upper Serangoon Road was S\$141.5 million. With a site area of 133,388 square feet, the Project is expected to yield gross floor area of 466,864 square feet or potentially more than 450 residential units. Pursuant to the terms of the Proposed Joint Venture, Ho Lee shall be appointed as main contractor to build the Project while Evia will be appointed as project manager. The tender price for the land, construction and other costs related to the Project will be funded by a combination of the initial investment capital in Serangoon EC, shareholders' loans, bank borrowings to be undertaken by Serangoon EC, as well as proceeds from future sales of the Project. Besides injecting S\$1.5 million into the equity of Serangoon EC, SHS Capital shall also provide a shareholders' loan of S\$15 million to Serangoon EC pursuant to the terms of the Proposed Joint Venture. The proposed investment was approved by shareholders in an extraordinary general meeting held on 15 May 2012. On 29 October 2012, the Company announced that the project sold 90% of the executive condominiums in the opening weekend.

On 14 August 2012, the Company announced that the Group's net profit for the half year period ended 30 June 2012 ("1H12") was S\$2.9 million, down 39% from S\$4.8 million on the back S\$123.2 million of Group's revenue, up 2% from S\$121.0 million in the previous year. The reduction is due mainly to lower gross profits and increase in total operating expenses. For 1H12, the CP Business recorded net profit of S\$1.2 million, which is a steady performance compared to S\$1.1 million in 1H11. For 1H12, the RP Business posted a net profit of S\$1.7 million, down from S\$3.7 million in 1H11, attributable to the reduction in gross profit margin, and higher operating and finance expenses.

On 7 November 2012, the Company announced it has entered a conditional sale and purchase agreement to acquire Axxmo International Pte Ltd ("**Axxmo**") for S\$1.3 million to strengthen its RP Business. Axxmo is the master distributor in Singapore for a petroleum-based waterproofing product of a major producer. The petroleum-based waterproofing product is widely used in the waterproofing and protection of residential, industrial and commercial roofs. Axxmo is also engaged in the sale of diesel and lubricants. Axxmo counts end-users from diverse industries, such as the construction, engineering, automotive and marine sectors, among its customers.

On 26 February 2013, the Company announced that it has achieved net profit of S\$5.2 million in FY2012, a reduction of 34% against FY2013 (S\$8.0 million) on the back of total revenue of S\$256.9 million. Revenue from the distribution of petroleum-derived products edged up 4% to S\$217.8 million in FY2012, fuelled primarily by higher sales of industrial and wholesale products to regional markets. Total sales in terms of volume grew 12% but were reduced by lower average selling prices. Sales of petroleum intermediates, which are generally used as feedstock, were softer in FY2012 compared to FY2011 due to lower level of manufacturing activities. While revenue was up 4%, the RP Business' gross profit was flat at S\$26.1 million as compared to S\$26.3 million in the previous year. Gross profit margin decreased to 12.0% from 12.6% previously due to lower average selling prices and different sales mix. As a result of higher selling, administrative and other operating expenses, the RP Business recorded a net profit of

S\$2.8 million in FY2012, 48% lower than S\$5.4 million in FY2011. The CP Business's revenue dipped 3% to S\$35.3 million in FY2012, owing mainly to lesser project volume at the Tank Coating & Module Blasting unit which faced a shortage of foreign workers. This was partially mitigated by the plant operations unit which saw sales grow by 36% in FY2012. As a result of higher capacity utilisation, the plant operations unit recorded higher gross profit margin and lifted the CP Business' gross profit by 15% to S\$11.2 million. As such, the gross profit margin of the CP Business expanded to 31.8% compared to 26.7% a year ago. The CP Business posted a net profit of S\$2.0 million in FY2012, down from S\$2.6 million in FY2011, due mainly to a one-time write-down in the value of fixed assets and the absence of a gain on disposal of one of the plant operations' facilities. Excluding the asset write-down, and the gain on disposal of plant of S\$1.0 million in FY2011, the CP Business would have recorded an increase in net profit in FY2012.

FY2013

Pursuant to the sale and purchase agreement relating to the remaining 49% of share capital in Tat Petroleum, the Company announced on 15 January 2013 that there was a shortfall of the cumulative warranted profit of S\$1.35 million. Accordingly the vendors paid to the Company for the shortfall in cash.

On 28 February 2013, the Company announced that Energy Drilling, in which the Company owns a minority stake, had entered into a construction contract for one unit semi-submersible tender assist drilling rig with COSCO (Guangdong) Shipyard Co. Ltd for delivery in June 2015.

On 29 April 2013, Mr Lim Siok Kwee, Thomas, Executive Chairman of the Company, decided not to seek re-election in the Annual General Meeting and retired at the conclusion of the AGM.

On 3 May 2013, Mr Ang Keng Boon, Deputy Chairman of TAT Petroleum, was appointed as an Executive Director of the Company.

On 22 July 2013, in an extraordinary general meeting held by the Company at the request of a group of shareholders, Mr Jimmy Tan Thoo Chye, was removed as Director of the Company and Mr Lim Siok Kwee, Thomas and Mr Ng Keng Sing were appointed as Directors of the Company. Following the extraordinary general meeting, Mr Ang Keng Boon and Mr Chan Huan Yong resigned as executive directors of the Company and from their respective positions of Deputy Chairman and Chief Executive Officer of TAT Petroleum. The Board was reconstituted with Mr Lim Siok Kwee, Thomas appointed as Executive Chairman responsible for charting the Group's strategic direction and overseeing the Group's core business segments, CP Business and RP Business, supported by Mr Ng Keng Sing who will manage the RP Business and Mr Goh Koon Seng who will manage the CP Business.

On 14 August 2013, the Company announced that its first half revenue increased 19% to \$146 million and net profit jumped 67% to \$4.8 million driven by strong performance by the RP and CP Businesses.

Mr Foo Meng Kee resigned as an Independent Director of the Company on 14 August 2013 to spend more time on his other commitments and Mr Wu Yu Liang also resigned as an Independent Director of the Company on 2 September 2013 to devote more time to his other commitments.

On 12 September 2013, the Company announced that it has entered into a conditional sale and purchase agreement dated 12 September 2013 with Mr Ng Han Kok, Henry, pursuant to which the Company has agreed to acquire the entire issued and paid-up share capital of Hetat Holdings for the consideration of S\$42,400,000. The Hetat Group is principally engaged in the business of designing, engineering and construction of steel, aluminium and glass structures and the supply of labour to fabricate and install modules for oil-rigs. The Hetat Group has a track record of 10 years in the construction industry and is currently undertaking projects in Singapore, Malaysia and Mongolia. Correspondingly, the Company announced it has on the same day entered into a conditional subscription agreement with 15 subscribers and Mr Tan Ong Huat (the “**Introducer**”) in relation to the subscription of an aggregate number of 144,500,000 new ordinary shares in the capital of the Company at S\$0.2493 per new share. The proceeds from the subscription will help to fund the acquisition of Hetat Holdings. Both the acquisition of Hetat Holdings and the subscription agreement are subject to shareholders’ approval, which was obtained at an extraordinary general meeting held on 2 January 2014.

Dr Lee Kuo Chuen, David was appointed as Independent Director of the Company on 1 October 2013 and is Chairman of the Nominating Committee and member of the Remuneration Committee and Audit Committee.

On 27 February 2014, the Company announced that net profit for FY2013 surged 52% to S\$8.0 million. This was boosted by stronger operating performances of its CP Business and RP Business. Group revenue in FY2013 increased 13% to S\$290.4 million as both core businesses achieved double-digit expansion in sales. Despite the competitive environment, the Group’s gross profit rose at a faster pace of 18% to S\$44.6 million which resulted in an expansion in gross profit margin to 15.4% from 14.7% previously. At the bottom line, the RP Business’ full year net operating profit more than doubled to S\$5.5 million while the CP Business’ net operating profit jumped 61% to S\$4.7 million. Excluding non-recurring expenses of S\$2.1 million that were related to acquisition and corporate activities, the Group would have reported a net profit of S\$10.1 million in FY2013, up 91% from FY2012. The Group closed FY2013 with shareholders’ equity of S\$91.8 million (21.79 cents per share). It had cash and cash equivalents totalling S\$51.5 million while its net gearing stood at 0.3 times at the end of FY2013. The Board of Directors recommended a final dividend of 0.93 cents per share with respect to FY2013.

1 January 2014 to the Latest Practicable Date

Mr Ng Han Kok, Henry was appointed Executive Director of the Company and CEO of Hetat Group following the completion of the acquisition of Hetat Holdings on 3 January 2014. He is responsible for establishing the strategic directions and daily operations of Hetat Holdings. He is also responsible for spearheading the overseas expansion plan of the Hetat Group. Mr Ng Han Kok, Henry was subsequently appointed Group CEO of the Company on 28 February 2014.

Mr Oh Eng Bin, Kenneth was appointed Independent Director of the Company on 14 January 2014 and is currently Chairman of the Remuneration Committee and a member of the Audit Committee.

On 29 July 2014, the Company announced it has entered into a non-binding term sheet with Aenergy Holdings Company Limited (“**Aenergy**”), a wholly-owned subsidiary of Mainboard-listed ISDN Holdings Limited, for the subscription of new ordinary shares in the capital of Aenergy for a 25% equity stake of the enlarged capital of Aenergy amounting to a total consideration of US\$8 million (approximately S\$10 million). The

proceeds from the proposed investment will be used by Aenergy to develop mini hydropower projects in Indonesia. Subject to satisfactory due-diligence, the Company will then enter into definitive agreements with Aenergy. The proposed investment will give the Company a strategic exposure into Indonesia's growing renewable energy sector, particularly hydropower. Aenergy is in the midst of developing a series of mini-hydropower plants in Indonesia with a combined installed base capacity of approximately 53 megawatts (MW). This was followed by the signing of the Investment Agreement and the Shareholder's Agreement announced on 29 September 2014. The first tranche of the proposed investment was completed on 31 October 2014.

On 4 August 2014, the Company announced that it is proposing to change its name from "See Hup Seng Limited" to "SHS Holdings Ltd.". The proposed change of name will serve to establish a new corporate image of the Company as an investment holding company and allowing the public and the Company's business partners to identify the Company with the new name and the various core businesses of the Group. This will also be a shift from identifying the Company based on its heritage business of providing corrosion prevention services.

On 14 August 2014, the Company reported that its net profit attributable to shareholders for the half year period ended 30 June 2014 ("1H14") surged 50% to S\$7.4 million, boosted by contributions from the newly-integrated SSF Business, as well as the continued growth of the Group's existing RP Business and CP Business. The Group would have reported an increase of 73% in 1H14 net profit to S\$8.5 million, if not for the amortisation and additional depreciation of approximately S\$1.1 million at the Group level in relation to the fair value of SSF Business' order book, and revaluation of land and building as required by FRS 103. The jump in 1H2014 net profit was achieved on the back of a 23% rise in Group revenue to S\$179.1 million from the continued robust performance of its RP Business, which contributed a total of S\$137.7 million in sales, while the CP Business and the SSF Business posted first-half revenue of S\$18.2 million and S\$22.8 million respectively.

On 10 September 2014, the Company announced on SGXNET its intention to undertake a bonus warrants issue, details of which are set out in this Offer Information Statement.

On 29 September 2014, the special resolution for the proposed change of the Company's name from "See Hup Seng Limited" to "SHS Holdings Ltd." was passed by shareholders in an extraordinary general meeting of the Company.

On 8 October 2014, the Company announced on SGXNET that it had applied to the SGX-ST to reclassify its sector classification on the Main Board of the SGX-ST from "Construction" to "Multi-Industry". The SGX-ST confirmed that the change in the sector classification will take effect on 10 October 2014.

On 15 October 2014, the Company announced on SGXNET that the Company has increased its investment in its wholly-owned subsidiary, See Hup Seng CP Pte. Ltd., by subscribing for 99,998 ordinary shares at a total cash consideration of S\$99,998.

The Company also announced on SGXNET that it had, on 15 October 2014, agreed to subscribe for 159 ordinary shares in GFC, representing 15.9% of GFC's enlarged share capital, and approximately 610,171 ordinary shares in Energy Drilling, representing approximately 1.00% of Energy Drilling's enlarged share capital. The proposed investment in Energy Drilling will increase the Company's stake in the growing energy sector. This investment offers the Company an opportunity to participate in a modest way in the high value adding and attractive offshore drilling market for the oil and gas industry. The investment is in line with the Company's strategy to invest in high growth

energy sector companies, which complements its current investments in the sector, and will further enhance its earning base and long term shareholder value. The subscription of shares in Energy Drilling was completed on 7 November 2014.

On 23 October 2014, the Company announced on SGXNET that it has set up a new wholly owned subsidiary in Brunei, namely, Seri Hetat Engineering Sdn Bhd (“**Hetat Brunei**”) with an initial paid-up capital of B\$1,000. The setting up of Hetat Brunei will allow Hetat to position itself in Brunei and become more competitive in their structural steel and façade engineering (“**SSF**”) business. Having an entity in Brunei will bring Hetat closer to the market and provide opportunities to expand its steel and façade engineering services and products coverage, which is in line with their overall strategy of strategy of becoming a leading SSF player in the region.

On 12 November 2014, the Company reported that its net profit attributable to shareholders for the 3 months’ period ended 30 September 2014 (“**3Q14**”) surged 61% to S\$4.0 million, driven by higher contributions from the Group’s existing RP Business and the newly-integrated SSF Business. The Group’s revenue for 3Q14 jumped 123% to S\$163.9 million mainly due to the RP Business’s new trading and blending business, the aggressive pricing strategy of its distribution business and contribution from the Group’s SSF Business.

On 26 November 2014, the Company announced on SGXNET that Hetat Holdings has accepted an offer from JTC dated 5 November 2014 granting an extension of the lease in respect of the property located at No. 19, Tuas Avenue 20, Singapore 638830 for a further term of 15 years and 1 month from 1 September 2019.

(d) the equity capital and the loan capital of the relevant entity as at the latest practicable date, showing:

(i) in the case of the equity capital, the issued capital; or

(ii) in the case of the loan capital, the total amount of the debentures issued and outstanding, together with the rate of interest payable thereon;

As at the Latest Practicable Date, the share and loan capital of the Company (excluding treasury shares) were as follows:

Issued and Paid-Up Share Capital	:	S\$143,624,719
Number of Shares	:	608,461,178 Shares

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

(e) where:

(i) the relevant entity is a corporation, the number of shares of the relevant entity owned by each substantial shareholder as at the latest practicable date; or

- (ii) the relevant entity is not a corporation, the amount of equity interests in the relevant entity owned by each substantial interest-holder as at the latest practicable date;**

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

Substantial Shareholders	Direct Interest		Deemed Interest	
	No. of Shares	(%) ⁽¹⁾	No. of Shares	(%) ⁽¹⁾
Ng Han Kok, Henry ⁽²⁾	23,042,526	3.79	52,544,527	8.64
Teng Choon Kiat ⁽³⁾	27,718,000	4.55	7,647,000	1.26
Lim Peng Chuan, Terence ⁽⁴⁾	33,004,000	5.42	1,933,000	0.32
Chew Hoe Soon ⁽⁵⁾	12,868,000	2.11	21,841,000	3.59

Notes:

- (1) As a percentage of the issued share capital of the Company comprising 608,461,178 Shares (excluding 17,100,000 treasury shares) as at the Latest Practicable Date.
- (2) Mr Ng Han Kok, Henry is deemed interested in 21,259,527 Shares held by the escrow agent, CIMB Securities (Singapore) Pte Ltd, 30,000,000 Shares held by Citibank Nominees Singapore Pte Ltd, 1,035,000 Shares held under Phillip Securities Pte Ltd and 250,000 Shares held by his spouse, Mdm Ong Woo.
- (3) Mr Teng Choon Kiat is deemed interested in 2,647,000 Shares held by Entraco Venture Corporation Pte Ltd and 5,000,000 Shares held by McPec Marine and Offshore Engineering Pte Ltd.
- (4) Mr Lim Peng Chuan, Terence is deemed interested in 1,933,000 Shares held by his spouse, Mdm Cheok Lay Leng.
- (5) Mr Chew Hoe Soon is deemed interested in 21,541,000 Shares held by Singaport Cleanseas Pte Ltd and 300,000 Shares held by his spouse, Mdm Ng Guat Hoon.

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

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

(g) where any securities or equity interests of the relevant entity have been issued within the 12 months immediately preceding the latest practicable date:

- (i) if the securities or equity interests have been issued for cash, state the prices at which the securities have been issued and the number of securities or equity interests issued at each price; or**
 - (ii) if the securities or equity interests have been issued for services, state the nature and value of the services and give the name and address of the person who received the securities or equity interests; and**
-

- (i) As part of the consideration for the Company's acquisition of the entire issued and paid-up share capital of Hetat Holdings Pte. Ltd., the Company had, on 3 January 2014, allotted and issued 42,519,053 new ordinary shares in the capital of the Company to the vendor, Mr Ng Han Kok, at an issue price of S\$0.2493 per share.

Pursuant to the subscription agreement dated 12 September 2013 entered into by, *inter alia*, the Company and 15 subscribers, the Company had, on 7 January 2014, allotted and issued 144,500,000 new ordinary shares in the capital of the Company to 15 subscribers at an issue price of S\$0.2493 per share.

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

- (ii) No securities or equity interests of the Company have been issued for services within the 12 months immediately preceding the Latest Practicable Date.
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(h) a summary of each material contract, other than a contract entered into in the ordinary course of business, to which the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any member of the group is a party, for the period of 2 years immediately preceding the date of lodgement of the offer information statement, including the parties to the contract, the date and general nature of the contract, and the amount of any consideration passing to or from the relevant entity or any other member of the group, as the case may be.

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

- (a) the conditional sale and purchase agreement dated 9 March 2012 between the Company and GEP Asia Holdings Pte. Ltd. relating to the proposed acquisition of 51% interests in Eastern Tankstore (S) Pte. Ltd. for a consideration of S\$4.08 million;
- (b) the binding term sheet dated 23 March 2012 between the Company and Energy Ventures IV LP, Energy Drilling Pte. Ltd. and Globalfund Capital Pte. Ltd. for the proposed investment by the Company of US\$10 million for a minority stake in the paid up share capital of Energy Drilling Pte. Ltd.;

- (c) the joint venture agreement dated 4 April 2012 between SHS Capital, Ho Lee Group Pte Ltd, Evia Real Estate Management Pte Ltd and CNH Investment Pte. Ltd relating to SHS Capital's subscription for a 30% stake in Serangoon EC Pte Ltd for consideration of S\$1.5 million;
- (d) the conditional sale and purchase agreement dated 7 November 2012 between the Company and Lee Ah Nak and Tan Tooh Meng @ Tan Toh Meng in relation to the acquisition of Axxmo International Pte Ltd for a consideration of S\$1.3 million;
- (e) the conditional sale and purchase agreement dated 12 September 2013 between the Company and Mr Ng Han Kok, Henry in relation to the proposed acquisition of the entire issued and paid-up share capital of Hetat Holdings for the consideration of S\$42,400,000;
- (f) the Deed Poll dated 27 November 2014 executed by the Company for the purposes of constituting the Warrants; and
- (g) the warrant agency agreement dated 27 November 2014 between the Company and the Warrant Agent, pursuant to which the Warrant Agent was appointed by the Company to act in connection with the Warrants upon the terms and subject to the conditions therein.

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 (1) of the three (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.

	Audited			Unaudited	
	FY2011	FY2012	FY2013	9M2013	9M2014
	S\$('000)	S\$('000)	S\$('000)	S\$('000)	S\$('000)
Revenue	245,433	256,917	290,354	217,604	342,999
Cost of sales and services	(209,311)	(219,096)	(245,723)	(184,069)	(296,960)
Gross profit	36,102	37,821	44,631	33,535	46,039
Other income	1,465	1,060	2,186	1,678	1,810
Selling and distribution expenses	(7,010)	(7,949)	(9,169)	(6,876)	(8,774)
Administrative expenses	(11,666)	(12,728)	(15,363)	(10,798)	(15,308)
Other operating expenses	(7,911)	(10,247)	(10,846)	(7,550)	(9,510)
Finance costs	(1,125)	(1,214)	(1,101)	(817)	(969)
Share of loss of associated company, net of tax	0	(20)	5	11	–
Profit before tax	9,855	6,723	10,343	9,183	13,288
Income tax	(1,852)	(1,478)	(2,383)	(1,873)	(1,970)
Profit for the year/period	8,003	5,245	7,960	7,310	11,318
Other comprehensive income/(loss), net of tax					
Foreign currency translation	(101)	(466)	309	215	(88)
Deferred taxation	–	–	29	–	–
Revaluation of property	1,065	–	–	–	–
	964	(466)	338	215	(88)
Total comprehensive income for the year/period attributable to:	8,967	4,779	8,298	7,525	11,230
Equity holders of the Company	8,939	4,742	8,358	7,596	11,283
Non-controlling interests, net of income tax	28	37	(60)	(71)	(53)
	8,967	4,779	8,298	7,525	11,230

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.
-

Financial year	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>	<u>9M2014</u>
Dividend per share (cents)	0.50	0.50	0.93	–
Basic earnings per Share (cents)	1.94	1.22	1.90	2.22
Diluted earnings per Share (cents)	1.94	1.22	1.90	2.22
Assuming that all the Warrants are fully exercised:				
Adjusted earnings per Share (cents)	1.11 ⁽¹⁾	0.71 ⁽¹⁾	1.11 ⁽¹⁾	1.24 ⁽²⁾

Notes:

- (1) Based on weighted average number of Shares issued
- (2) Based on total number of Shares issued

3. In respect of:

- (a) each financial year (being one of the 3 most recent completed financial years) for which financial statements have been published; and**
- (b) any subsequent period for which interim financial statements have been published,**

provide information regarding any significant factor, including any unusual or infrequent event or new development, which materially affected profit or loss before tax of the relevant entity or, if it is the holding company or holding entity of a group, of the group, and indicate the extent to which such profit or loss before tax of the relevant entity or the group, as the case may be, was so affected. Describe any other significant component of revenue or expenditure necessary to understand the profit or loss before tax for each of these financial periods.

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

9M2014 versus 9M2013

For the nine months ended 30 September 2014 (“**9M14**”), the results were mainly bolstered by the growth from the RP Business as well as the contribution from the SSF Business whilst the CP Business registered comparable results against last year. As a result, the Group’s revenue increased by 58% from S\$217.6 million to S\$343.0 million and net profit attributable to equity holders increased by 54% from S\$7.4 million to S\$11.4 million. Excluding the amortization and the additional depreciation of S\$1.5 million (net of tax effect) at the Group level in relation to the fair value of SSF Business’ order book and revaluation of land and building at acquisition as required by FRS103, the Group would have reported a net profit attributable to equity holders of S\$12.9 million, an increase of 74% from the nine months ended 30 September 2013 (“**9M13**”).

For 9M14, the Group posted a 58% increase in total revenue to S\$343.0 million. This was mainly driven by higher sales in the RP Business and SSF Business which were partially offset by lower revenue contribution in the CP Business. The CP Business’ revenue declined by 15% year-on-year to S\$26.6 million, from S\$31.2 million in 9M13. This was mainly due to lower business activities at Plant and yards, and lack of turnkey projects during the year. The RP Business’ revenue increased by 49.6% year-on-year to S\$277.6 million, from S\$185.4 million in 9M13. This was mainly driven by contribution from its new Trading and Blending business and higher sales volume under the Distribution business with new marketing and more aggressive pricing initiatives. The newly acquired SSF Business added S\$37.9 million in revenue to the Group in 9M14, on the back of progressive revenue recognition from the various projects across the region.

For 9M14, the Group’s gross profit increased by 37% to S\$46.0 million from S\$33.5 million in 9M13. The increase was mainly attributable to higher gross profit accounted for by the RP Business as well as contribution from the newly acquired SSF Business. The Group’s composite gross profit margin in 9M14 narrowed from 15.3% to 13.4%. This was mainly due to the lower gross profit margin accounted by the RP Business as a result of the new Trading business, which typically has lower gross profit margin in nature, and new marketing and aggressive pricing initiatives to drive growth in the Distribution business.

Total operating expenses rose 33% year-on-year from S\$25.2 million in 9M13 to S\$33.6 million in 9M14. The increase was due mainly to the consolidation of the SSF Business following the acquisition in January 2014 and expenses incurred by the new Blending and Trading business under the RP Business.

Finance costs increased by 19% to S\$1.0 million in 9M14. The increase was mainly due to consolidation of the SSF Business' financing expenses.

For 9M14, the Group's net profit attributable to equity holders was S\$11.4 million, up 54% from S\$7.4 million in 9M13. The improvement was mainly due to strong contributions from all segments, particularly the RP Business and the newly acquired SSF Business.

FY2013 versus FY2012

Net profit attributable to equity holders in FY2013 soared 54% to S\$8.0 million. Excluding non-recurring expenses that were related to acquisition and corporate activities, the Group would have reported a net profit of S\$10.1 million in FY2013, up 91% from FY2012.

The growth in net profit in FY2013 was driven by increases in the Group revenue and gross profit, coupled with higher other income.

Group revenue in FY2013 increased 13% to S\$290.4 million as both the CP Business and RP Business achieved double-digit expansion in sales. As a percentage of Group revenue, RP Business accounted for 85% while CP Business contributed 14% in FY2013.

Despite the competitive business environment, the Group's gross profit rose at a faster pace of 18% to S\$44.6 million which led to a wider gross profit margin of 15.4% from 14.7% previously. This was attributed primarily to the higher gross profit margin of the RP Business.

Our total operating expenses (selling and distribution, administrative and other operating expenses) in FY2013 amounted to S\$35.4 million, up 14% from S\$30.9 million in FY2012. Our selling and distribution expenses in FY2013 rose in tandem with higher business volume. Administrative expenses were also higher in line with the increase in staff related expenses and workers' levy, and general business expenses. In addition, the Group also incurred legal and professional expenses relating to corporate activities, and consolidated the administrative expenses of a newly acquired subsidiary under the RP Business. The acquisition of Hetat Holdings resulted in corporate expenses of S\$1.9 million which contributed to the increase in other operating expenses during FY2013.

As a result of the above factors, the Group's net profit improved to S\$8.0 million, an increase of 52% from S\$5.2 million in FY2012. Net operating profits of the CP Business and RP Business totaled S\$10.2 million in FY2013, an increase of 82% from the previous year. However, the improvement in business operations was partially undermined by head office expenses of S\$0.6 million and non-recurring expenses in relation to corporate activities of S\$2.1 million in FY2013.

FY2012 versus FY2011

Group revenue gained 5% to S\$256.9 million, from S\$245.4 million in the previous year, as higher sales of the RP Business more than compensated for a slight sales decline of the CP Business. The Group witnessed steady improvement in quarter-on-quarter revenue during the year, from S\$59.9 million in the first quarter of FY2012 to S\$69.2 million in the fourth quarter of FY2012. As a percentage of total revenue in FY2012, the RP Business continued to account for a dominant 85% share while the CP Business made up around 14%.

In FY2012, the Group's gross profit increased 5% to S\$37.8 million from S\$36.1 million previously, lifted primarily by the CP Business. The Group's gross profit margin in FY2012 remained unchanged at 14.7%, compared to the year ago, as softer gross profit margin of the RP Business was offset by higher gross profit margin of the CP Business.

The increase in selling and distribution, and administrative expenses was attributable primarily to higher distribution costs in tandem with the increases in the RP Business' sales volume and transportation costs; higher headcount, staff salaries and workers' levy; increased depreciation costs; higher repair and maintenance as well as rental costs for land, office and storage tank. Other operating expenses were also higher in FY2012, due mainly to legal and professional expenses related to the Group's corporate activities and business expansion initiatives; increase in provisions for stock obsolescence; impairment of goodwill for a subsidiary and write-off of fixed assets.

The Group's finance costs increased to S\$1.2 million in FY2012, from S\$1.1 million previously, due to higher utilisation of trust receipts by the RP Business.

As a result, the Group posted a net profit of S\$5.2 million in FY2012, a decline of 34% from S\$8.0 million in FY2011.

FY2011 versus FY2010

For the 12 months ended 31 December 2011 ("FY2011"), Group revenue improved to S\$245.4 million, up 23% from S\$199.5 million. This was achieved on the back of robust 29% growth in sales of TAT Petroleum, while the CP Business recorded a steady performance in FY2011.

TAT Petroleum achieved year-on-year increases in sales over four consecutive quarters and chalked up total revenue of S\$208.9 million, up 29% from S\$162.1 million in FY2010. The growth in revenue was led by higher sales volume and average selling prices. Petroleum-intermediates accounted for 60% of TAT Petroleum's sales in FY2011 while industrial and wholesale products made up the remaining 40%. As a percentage of Group revenue, TAT Petroleum made up 85% in FY2011, similar to FY2010.

Revenue of the CP Business decreased slightly by 2% to S\$36.5 million compared to S\$37.4 million in FY2010. Higher revenue generated from the Plant Operations compensated for the lower volume of projects at the Tank Coating & Module Blasting unit in FY2011, as compared to FY2010. Revenue of the Tank Coating & Module Blasting unit in first half of FY2011 was also affected by competitive price pressure. These two business units contributed to 67% of CP's revenue in FY2011.

The Group's gross profit increased 10% to S\$36.1 million from S\$32.7 million in FY2010 on the back of higher gross profit from TAT Petroleum and the CP Business. TAT Petroleum contributed a higher S\$26.3 million to Group gross profit in FY2011 compared to S\$24.3 million in FY2010. The CP Business' gross profit also increased to S\$9.7 million for FY2011 from S\$8.3 million in FY2010. The Group's gross profit margin in FY2011 decreased to 14.7%, the decline was due to lower gross profit margin of TAT Petroleum, which was partially buffered by higher gross profit margin of the CP Business.

Other income in FY2011 amounted to S\$1.5 million. This was 51% higher than S\$1.0 million in FY2010 due largely to gain on disposal of fixed assets.

The Group's operating expenses were S\$26.6 million, up 12% from S\$23.8 million in FY2010. The Group's selling and distribution expenses increased in tandem with the growth in TAT Petroleum's sales, while administrative expenses increased with TAT Petroleum's business expansion into Vietnam and Korea. Operating expenses in FY2011 also included a foreign exchange loss of S\$0.5 million. In contrast, the Group recorded a foreign exchange gain of S\$0.5 million in FY2010.

The Group's net profit increased 10% to S\$8.0 million from S\$7.3 million in the previous year. The CP Business recorded a higher net profit of S\$2.5 million compared to S\$0.5 million in FY2010 as a result of higher gross profit margin and gain on disposal of one of its Plant Operation's facilities. TAT Petroleum recorded a net profit of S\$5.5 million in FY2011, a

decrease from S\$6.8 million in FY2010. This was mainly due to lower gross profit margin and higher operating expenses in tandem with growth in sales volume and expansion of business operations.

For FY2011, profit attributable to equity holders increased 51% to S\$8.0 million compared to S\$5.3 million in FY2010 as a result of the Group's increased equity interests in TAT Petroleum from 51% to 100% in August 2010.

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.
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	Audited FY2013 S\$('000)	Unaudited 9M2014 S\$('000)
ASSETS		
Non-current assets		
Property, plant and equipment	28,544	33,240
Subsidiary companies	–	–
Associated companies	1,485	1,485
Financial assets, available-for-sale	14,555	15,428
Club membership	195	195
Goodwill	11,735	42,395
Intangible assets	224	1,027
Other receivables and prepayments	523	678
Loan receivable from an associated company	11,100	600
Total non-current assets	68,361	95,048
Current assets		
Inventories	25,839	24,512
Trade receivables	56,058	72,493
Amounts due from subsidiaries	–	–
Other receivables and prepayments	5,875	14,525
Cash and cash equivalents	51,543	51,571
Total current assets	139,315	163,101
Total assets	207,676	258,149

	Audited FY2013 S\$('000)	Unaudited 9M2014 S\$('000)
LIABILITIES AND EQUITY		
Current Liabilities		
Trade payables and accruals	23,387	32,291
Other payables	6,436	11,470
Amount due to subsidiaries	–	–
Term loans	2,884	1,839
Other amounts due to bankers	75,804	57,832
Finance leases	419	463
Provision for taxation	2,934	3,872
Total current liabilities	111,864	107,767
Non-current Liabilities		
Term loans	–	–
Finance leases	377	204
Deferred income tax	2,100	2,600
Total non-current liabilities	2,477	2,804
Total liabilities	114,341	110,571
Capital, Reserves and Non-controlling Interests		
Share capital	94,953	143,625
Treasury shares	(3,226)	(3,226)
Asset revaluation reserve	2,490	2,490
Foreign currency translation reserve	941	853
Capital reserve	–	–
Other reserve	(16,687)	(16,687)
Retained earnings/(Accumulated losses)	13,347	19,059
	91,818	146,114
Non-controlling interests	1,517	1,464
Total equity	93,335	147,578
Total liability and equity	207,676	258,149

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.

	Audited FY2013	Unaudited 9M2014
Before the Bonus Warrants Issue		
NAV attributable to Shareholders (S\$'000)	91,818	146,114
Number of Shares before the Bonus Warrants Issue	421,442,125	608,461,178
NAV per Share (cents)	21.79	24.01
After the Bonus Warrants Issue (assuming all the Warrants are fully exercised)		
NAV attributable to Shareholders (S\$'000)	91,818	146,114
Add: Net Proceeds from the Bonus Warrants Issue (S\$'000)	60,346	60,346
Adjusted NAV after the Bonus Warrants Issue (S\$'000)	152,164	206,460
Number of Shares after Bonus Warrants Issue	725,672,714	912,691,767
Adjusted NAV per Share after the Bonus Warrants Issue ⁽¹⁾ (cents)	20.97	22.62

Note:

- (1) The adjusted NAV per Share after the Bonus Warrants Issue was calculated on the assumption that the New Shares were issued at the end of the respective financial period and added to the number of Shares in issue for the respective financial period.

LIQUIDITY AND CAPITAL RESOURCES

6. Provide an evaluation of the material sources and amounts of cash flows from operating, investing and financing activities in respect of:

- (a) the most recent completed financial year for which financial statements have been published; and
 - (b) if interim financial statements have been published for any subsequent period, that period.
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The cash flow statements of the Group for FY2013 (audited) and 9M2014 (unaudited) are set out below:

	Audited FY2013 S\$('000)	Unaudited 9M2014 S\$('000)
Operating activities:		
Profit before tax	10,343	13,288
Adjustments for:		
Depreciation	3,396	3,864
Fixed assets written off	–	24
Amortisation of intangible assets	57	1,550
Loss/(gain) on disposal of fixed assets	(163)	9
Interest on borrowings	1,101	969
Interest income	(674)	(146)
Gain on disposal of other investment	(311)	–
Share of loss/(gain) of associated companies	(5)	–
Loss on available-for-sale assets	11	–
Bad debts expense	25	3
Allowance for doubtful debts	456	17
Write back provision for doubtful debts	(121)	–
Write-back on allowance for stock obsolescence	(121)	(45)
Dividend income	–	–
Stock written off	249	148
Net foreign currency translation adjustments	(650)	(397)
Operating cash flows before working capital changes	13,835	19,284

	Audited FY2013 S\$('000)	Unaudited 9M2014 S\$('000)
Changes in working capital:		
Inventories and work-in-progress	(1,017)	3,028
Receivables	(9,040)	(14,262)
Payables	6,191	8,957
Cash generated from operations	9,969	17,007
Interest paid	(1,101)	(969)
Interest received	26	42
Income tax payment	(1,307)	(2,445)
Net cash generated from operating activities	7,587	13,635
Cash flows from investing activities:		
Purchase of property, plant and equipment	(1,036)	(1,088)
Purchase of financial asset, available-for-sale	(7,233)	–
Proceeds from disposal of property, plant and equipment	316	506
Loan to associated company	3,900	10,500
Acquisition of other investment	602	(873)
Proceed from lease shortfall	–	425
Cash flow on acquisition of subsidiary (net of cash)	–	(27,194)
Net cash used in investing activities	(3,451)	(17,724)
Cash flows from financing activities:		
Net proceeds from issue of shares	–	35,171
Dividends paid	(2,107)	(5,659)
Fixed deposit pledges with bank	(328)	301
Repayment to hire purchase	(425)	(315)
(Repayment to)/increase in term loan	2,298	(6,709)
(Repayment to)/increase in funds from trusts receipts	12,862	(18,028)
Net cash generated from financing activities	12,300	4,761
Net foreign currency translation adjustments	168	(344)
Net increase in cash and cash equivalents	16,604	328
Cash and cash equivalents at beginning of the financial year/period	31,460	48,064
Cash and cash equivalents at end of the financial year/period	48,064	48,392

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

FY2013

Net cash generated from operations in 2013 amounted to \$7.6 million largely derived from profits earned during the financial year. Net cash used in investing activities of \$3.5 million is due largely to increase in investment in financial assets in relation to the second tranche payment for the Group's investment in Energy Drilling, which will construct and operate tender rigs, and investment into a Korean fund offset by the repayment of loan from an associate company in relation to the Heron Bay Executive Condominium project. Net cash generated from financing activities of \$12.3 million was largely derived from increase in trust receipts from banks to finance stocks purchase. As a result, net cash and cash equivalents increased by \$16.6 million.

9M2014

During 9M14, the Group generated net cash of S\$13.6 million from operating activities after deducting S\$2.3 million for working capital used for inventory, trade receivables and payables, and S\$3.4 million for interest and income tax payments. Net cash used in investing activities amounted to S\$17.7 million in 9M14, due mainly to acquisition of Hetat Holdings. Net cash generated from financing activities in 9M14 was S\$4.8 million, driven mainly to net proceeds from issuance of new ordinary shares and the reduction of short term financing of trust receipts for the RP Business' working capital. After taking into account net foreign currency translation adjustments, the Group recorded a net increase in cash equivalents of S\$0.3 million to S\$48.4 million in 9M14.

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- 7. Provide a statement by the directors or equivalent persons of the relevant entity as to whether, in their reasonable opinion, the working capital available to the relevant entity or, if it is the holding company or holding entity of a group, to the group, as at the date of lodgement of the offer information statement, is sufficient for present requirements and, if insufficient, how the additional working capital considered by the directors or equivalent persons to be necessary is proposed to be provided.**
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As at the date of this Offer Information Statement, the Directors are of the reasonable opinion that, barring unforeseen circumstances and after taking into consideration the Group's internal resources, operating cashflow and present bank facilities, 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 of the Directors' knowledge at the Latest Practicable Date, the Directors are not aware of any breach by any entity in the Group of any terms and conditions or covenants associated with any credit arrangement or bank loan, which could materially affect the Group's financial position and results or business operations, or the investments by holders of securities in the Company.

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

Save as disclosed in the Company's latest financial statements for FY2013 and 9M2014, the public announcements made by the Company via SGXNET, this Offer Information Statement, and to the best of the Directors' knowledge and belief, the Directors are not aware of 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 this Offer Information Statement to be not necessarily indicative of the future operating results or financial condition of the Group.

Risk Factors

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

To the best of the Directors' knowledge and belief, all 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 Bonus Warrants Issue have been set out in this Offer Information Statement.

(a) Risks relating to ownership of the Warrants

Warrants may expire worthless

The Warrants issued pursuant to the Bonus Warrants Issue have an Exercise Period of five (5) years. In the event that the Warrants are not exercised by the end of the Exercise Period, the Warrants will expire worthless.

Potential dilution in the event the Warrants are not exercised

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

There may be further issues of Shares

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

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

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

Fluctuations in price and trading volume

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 Company's Warrants. 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.

The market price of the Shares and the Warrants (upon listing) may be volatile and could be subject to fluctuations in response to the variations in the Company's operating results and other developments. Further, the demand for the Warrants and its accompanying price fluctuations as well as trading volume may vary from that of the Shares.

(b) Risks Relating to the Group as a Whole

Our business and financial position depends on the cost of, and our ability to gain access to, liquidity and capital resources

Our Group's business operations depend on our ability to secure sufficient liquidity and capital resources. To finance our working capital, our Group relies on our internal resources and bank borrowings. Our Group may not be able to generate sufficient financial resources from our operations, secure sufficient bank or other borrowings, or secure such borrowings at competitive rates. In such an event, our Group may not be able to obtain adequate financing for our business operations. Our Group's ability to arrange adequate bank and other borrowings for our business and future plans depends on a number of factors that are beyond our control, including general economic and political conditions, the terms on which financial institutions are willing to extend credit to our Group, such as the amount of the loan and the time within which such a loan is made available to us, and the availability of other sources of debt or equity financing and fiscal policy changes. In the event our Group is not able to secure liquidity and adequate financial resources, our business and financial position will be adversely affected.

Our business and financial performance are exposed to the uncertain economic outlook

Disruption in the global credit market and a general slowdown of the world economy is most likely to have a negative impact across various industries and there can be no assurance that the industries that we serve will not be affected. It is difficult to predict how long these conditions will continue and under such conditions, our customers in the industries that we serve are likely to reduce their capital and operating expenditure, thus resulting in a reduction in the demand for our products, which is beyond our control. If there were to be a prolonged general slowdown of the world economy, we may have to sell our products at reduced prices lest we may face cash flow constraints. A general slowdown of the world economy, therefore, will have a material adverse impact on our business and financial performance.

We are exposed to the credit risks of our customers

Our Group's financial performance is, to a large extent, dependent on the creditworthiness of our customers. We usually extend credit terms of 30 to 90 days to our customers. From time to time, certain of our customers may default on payment to us. Although we regularly review our credit exposure to our customers, credit risks will nevertheless arise from events or circumstances that are difficult to anticipate or detect, including, but not limited to, political, social, legal, economic and foreign exchange risks, that may have an impact on our customers' ability to make timely payment and our ability to ensure or enforce payment may not be effective. As a result of this credit risk exposure and/or our customers delaying or defaulting on their payments to us, we would have to make allowances for doubtful trade receivables or incur bad debt write-offs, both of which may have an adverse impact on our profitability and cashflow.

We are dependent on key management personnel

Our success is, to a large extent, dependent on the commitment of our key management personnel, in particular, our executive Directors who are responsible for formulating and implementing our business plans, corporate development and overall business strategy and who have been instrumental in our growth and expansion and key management staff, and their established relationships with our suppliers and customers and ability to identify, recruit, train and retain qualified employees for technical, production, operation and marketing and managerial positions. All of them are experienced in the industries we operate in and are instrumental in maintaining good relationships with our customers and suppliers.

We do not have any key man insurance coverage for our key management personnel. There is no assurance that our Group will be able to retain our key management personnel. The loss of any of our key management personnel without suitable replacements will have an adverse impact on our operations and future performance.

Claims by our customers for defects in our products and services

The products which we distribute to our customers must meet the stringent quality standards stipulated by them. Although we have implemented quality assurance procedures and have not experienced any claims from our customers, there is no assurance that the products that we distribute will always be able to satisfy our customers' quality standards. If there are any quality defects in the products and services supplied by us, our Group may face claims from our customers for damages or loss of business suffered by them arising from such defects. In the event that we are unable to seek recourse against our principals and if we are required to pay damages to our customers in respect of such claims, our business, financial condition and results of operations will be materially and adversely affected.

Our businesses are affected by competition

The businesses that we are involved in are highly competitive and we face competition from many players in the market. We may, due to various factors such as deterioration in service quality and inability to provide cost competitive pricing, lose our current customers and market share to our existing competitors as well as new entrants into our markets. In particular, some of our competitors have strong financial resources, long operating history, extensive track records and established brand names in the market. In the event that we are unable to retain our existing customers and/or attract new customers amidst the competition, our financial results may be adversely affected.

Furthermore, competition may lead to downward price pressure for the services we provide. In the event that we are unable to reduce our costs amidst declining selling prices, our profit margin will be affected.

We may fail to implement our expansion strategy successfully

Our growth strategies include (a) expanding through acquisitions, joint ventures and strategic alliances; (b) taking on additional products for distributing; and (c) diversifying our portfolio for new business development. These expansion plans will require substantial capital expenditure, and financial and management resources. The success of our expansion plans depends on many factors, some of which are not within our control. In the event that we are not able to achieve a sufficient level of revenue or manage our costs effectively or the commencement of these planned expansion are delayed, our future financial performance and position will be adversely affected.

We are exposed to interest rate risks

Our Group obtains bankers' guarantees, letter of credit, trust receipt and overdraft facilities and term loans from banks. Our Group's policy is to obtain the most favourable interest rates available. Surplus funds are placed with reputable banks.

As at the Latest Practicable Date, our Group had S\$65.09 million of total indebtedness that was subject to variable interest rates and thereby exposed to fluctuations in interest rates. A significant or sustained rise in interest rates would have a negative impact on profitability.

We are affected by regional and global political conditions, as well as social conditions

Our business and our customers' business are subject to the regional and global political conditions, as well as social conditions. These factors present uncertainties to our business and financial performance. Any adverse change in the political and social conditions regionally and globally may result in the cancellation, reduction or delay in orders from our customers, which will have an adverse effect on our revenue.

Uncertainties arising from war, the potential threat of terrorism, the outbreak of infectious diseases may potentially affect our operations as well as the operations of our customers and/or suppliers. In the event that any of the staff at our plant facilities or the production facilities of our customers and/or suppliers are infected with contagious diseases, it is likely that the affected facility will be ordered to be temporarily shut down in order to prevent the spread of such contagious diseases. Such temporary shutdown of our facilities and/or our suppliers and/or customers' facilities will have an adverse impact on our business and financial performance.

Our business could be adversely affected by changes in government policies, regulations, legal system and foreign exchange control policy

Currently, we have operations in Singapore, South East Asia, North East Asia, South Asia and South Pacific. Our performance may be adversely affected by changes in government policies in these areas. Any changes in policies by governments may lead to changes in laws and regulations, such as laws and regulations curtailing exploration and development drilling for oil and natural gas for economic, environmental, safety and other policy reasons, or the interpretation thereof. Any changes in policies by governments may also lead to changes in foreign ownership restrictions, currency control policies, import and export restrictions and taxation policies. These changes may result in political, economic and other uncertainties, such as risks of the expropriation, nationalisation or deprivation of our equipment, the expropriation or nationalisation of a customer's property or drilling rights, which may have a significant adverse impact on our operations, financial position and/or performance.

(c) Risks Relating to the Group's CP Business

Our corrosion prevention business is dependent on the industries in which our clients operate, in particular, the marine industry

Revenue derived from our CP Business segment is attributable mainly to the steel distribution, marine, offshore oil and gas, and construction and infrastructure industries. Our CP Business is therefore vulnerable to the cyclical nature of these industries, in particular, and due to our niche status as an approved resident contractor for premier

shipyards in Singapore, the marine industry. The current general global economic slowdown has also negatively impacted these industries as global business conditions and international trade have also been affected.

The drop in the volume of international trade activities has resulted in lower demand for container shipping, terminals and logistics services. Any worsening of the global and regional economic conditions may lead to a further decrease in the demand for shipping capacity and hence further negatively impact bulker and liner rates, which in turn, may lead to a general deferment of shipbuilding and ship repair activities, thereby resulting in less business opportunities for our Group.

Due to the steep decline in oil prices and slump in the shipping industry, the fundamentals of the offshore, oil and gas, and marine sectors have weakened considerably. Many of the shipyards in the region have experienced order delays and cancellations. This has led to reduced demand and slower order flows for corrosion prevention services generally from customers in these sectors.

In the event that the current general decline in the level of activities in the industries in which our customers operate directly results in a decrease in demand for our corrosion prevention services, our business, financial condition, results and/or operations may be adversely affected.

We are exposed to project cost overruns

The contract value quoted in our contracts for the provision of corrosion prevention services is determined after the evaluation of our scope of work and all related costs including indicative prices of our suppliers and sub-contractors. However, unforeseen circumstances such as unanticipated price fluctuations of major raw materials, such as diesel and copper grits, in our corrosion prevention process, damages and errors in estimation may arise during the process. As these circumstances may require additional costs and work which is not factored into the contract value, they may lead to cost overruns which may erode our profit margin for the project and have an adverse impact on our overall profitability. In addition, unexpected discounts requested by customers may result in us being unable to collect our full tender price. In the event that we are unable to recoup our full costs, our financial results may be adversely affected.

We are affected by labour shortages or increases in labour cost due to changes in government regulations

Our corrosion prevention and infrastructure engineering divisions in Singapore rely, to a large extent, on a large pool of foreign workers recruited from Malaysia, Thailand, India, the Philippines, Myanmar and Bangladesh. As such work is menial and there is a limited number of local workers available, we are dependent on foreign labour to execute these projects.

Any unfavourable changes to the employment regulations to be introduced by the Ministry of Manpower of Singapore such as a reduction in the quota for foreign employees, will affect our ability to employ foreign workers. As a result, we may have to employ workers at a higher cost, or may not be able to complete our projects according to the agreed completion time due to manpower shortages. In the event that we are unable to hire replacement workers at reasonable rates, or there is an increase in foreign workers' levies payable, our business and financial costs will increase. In addition, if we are unable to complete the project according to the agreed schedule due to insufficient labour, we may be liable to our customers for liquidated or other damages, which may lead to an adverse effect on our financial results.

We are exposed to general weather conditions

Our Group's outdoor blasting and painting activities (such as ship-hull, decks and on-site projects) are affected by adverse weather conditions as blasting and painting cannot be carried out in the open under rainy weather. Consequently, our work schedules may be affected which may in turn affect our ability to deliver the vessel or project to our customers on time. This may result in higher operating costs for our Group in the form of the additional costs of equipment and labour overtime costs to make up for lost time due to adverse weather.

We are dependent on our major customers

We are dependent on our major customers to continue to purchase from and/or outsource their operations to us. In the event that any of our customers decide to switch to our competitors or if there is a drop in the demand of these customers, there will be a negative impact on our revenue and profitability. The loss of any of our key customers, or a significant reduction in sales to any one of them, would significantly reduce our revenue and adversely affect our business.

(d) Risks Relating to the Group's RP Business

We are dependent on our major supplier

We are the authorised distributor of ExxonMobil products such as lubricants, specialty chemicals (solvents, MWO and synthetic base oils) and asphalt, for which we have distribution rights. In addition, we sell fuels under the ExxonMobil brand and such sales are not dependent on any distribution rights from ExxonMobil.

Our Group has several authorised distributorship agreements with ExxonMobil for products used by many industries including automotive, manufacturing, construction, industrial, coatings, metalworking, pharmaceutical, blending of lubricants, electronics, industrial cleaning, personal care and printing. Such distributorship arrangements are subject to periodic review by ExxonMobil at the end of the contractual term. In the event that we fail to meet, *inter alia*, the policy guidelines and quality assurance procedure requirements set forth by ExxonMobil, our rights to authorised distributorships or to distribute ExxonMobil products may be terminated prematurely or not renewed upon their expiry date. In addition, ExxonMobil may decide to distribute its products through its own sales network or appoint additional distributors to distribute the same products in the same markets as us. Hence, we are exposed to the risk of our agreements with ExxonMobil being terminated, losing our market share and losing certain distributorship contracts to our competitors.

Our success is dependent on our ability to maintain our distributorship agreements with ExxonMobil. The loss of these distributorships or our inability to renew these agreements with ExxonMobil would have a material and adverse impact on our financial performance.

Our operations are exposed to risks in relation to the handling of dangerous products

Our operations are exposed to hazards and risks inherent in the handling, storage and transportation of refined petroleum products, specifically certain grades of low flash point solvents. Some examples of inherent risks that we face are explosion, fire, storage tank leakage, spills, and discharge of hazardous substance. These risks when materialised may cause extensive destruction to our facilities, equipment and/or

inventory and perhaps surrounding properties, personal injury, loss of life and environmental pollution. Our operations would be disrupted such that we may not be able to fulfil our commitments to our customers. We maintain insurance policies covering losses to our property, plant and equipment and inventory due to fire, however, we cannot assure you that the insurance coverage will be sufficient to cover all potential losses.

There can be no assurance that accidents will not occur in the future even when we comply fully with the laws, regulations and policies that may be implemented by the relevant authorities of Singapore in relation to the handling of dangerous articles, whether economically or at all. Should we fail to comply with any relevant laws, regulations or policies or should any accident occur, our business and results of operations may be materially and adversely affected. We may also be subject to civil and/or criminal liabilities.

We are affected by the risk of inventory obsolescence

Being an authorised distributor of ExxonMobil products, our Group is required to maintain sufficient inventory level of various ExxonMobil product types in order for us to respond to competition by ensuring timely delivery to our customers. Consequently, we maintain a certain level of inventory to service our customers' fluctuating demand. Some of the inventories that we hold may become obsolete if they are no longer used for their intended applications or if ExxonMobil introduces similar but newer and more innovative products. In our existing distributorship agreements with ExxonMobil, there is no arrangement under which we can resell our obsolete inventories back to ExxonMobil.

In addition, as our Group expands the range of the products we distribute, we would expect to hold an even higher level of inventories. Thus, we risk having a higher level of inventory obsolescence as our inventory level will increase and this may have a material adverse impact on our financial performance.

Our business is affected by the fluctuations of crude oil prices

Some inventories that we carry might have been purchased at the time when crude oil prices were high, while some might have been purchased when crude oil prices were comparatively lower. In respect of diesel oil, the prices of our purchases are subject to the daily fluctuations in crude oil spot prices. A sudden drop in crude oil prices will cause a reduction in prices of the products that we sell to our customers, and this may adversely affect our financial performance.

Our financial performance may be adversely affected due to supply disruptions of crude oil

We sell and distribute refined petroleum products, which are refined from crude oil. If supply disruptions of crude oil occur, which may be caused by severe weather, political industrial crisis, regional crisis, strikes or maintenance programs of exploration and refinery facilities, the prices of crude oil will increase and consequently the prices of refined petroleum products will also increase. Due to the competitive nature of our business, there is no assurance that we will be able to maintain the margin on the refined petroleum products that we supply and distribute proportionately with the increase in the prices of crude oil. Additionally, there can be no assurance that any increase in the cost of purchasing our supply can be totally passed on to our customers. In such an event, our margin will be eroded and our financial performance may be adversely affected.

We face competition from other suppliers and distributors

We face competition from suppliers and distributors who supply similar types of products as ours. Our Group's continued success depends on our ability to provide a reliable and timely supply of products and value-added services to our customers in a cost-effective manner. There is no assurance that our customers will not source from alternative suppliers. In the event that this happens, our business and financial performance will be adversely affected.

We may need to incur further costs to comply with more stringent compliance regulations

The nature of our business subjects us to the National Environmental Agency regulations relating to water pollution and soil pollution, which may be caused by oil spillage and chemical leakage. We are also subject to Fire Safety Regulations and Workplace Safety and Health Regulations. Our operating costs include expenses for installing and maintaining pollution control equipment and facilities, implementing pollution control procedures, installing, maintaining and implementing fire safety equipment and workplace safety and health facilities as well as obtaining the various licenses required under these various regulations. If more stringent compliance regulations are imposed in the future, we may need to incur further costs to comply with the regulations. The additional expenses could affect our overall profitability.

We may experience industry-related accidents that may expose us to liability claims

Due to the nature of our operations, we are subject to the risks of our employees or customers' representatives being exposed to industrial-related accidents at our premises and/or at our customers' premises. In the event of accidents which are not covered by our insurance or workmen's compensation policies taken by our Group, or if claims arising from such accidents are in excess of our insurance coverage, and/or any of our insurance claims are contested by the insurance companies, we will be required to pay such compensation. Under such circumstances, our business and financial performance will be adversely affected.

Our business operations require a significant amount of working capital

We purchase our products from our principal supplier in high volume to sell and distribute to our customers and also to maintain a safety stock level so that our business operations can be sustained should any unforeseen circumstances arise. While our principal supplier extends trade credit to us on the products that we purchase, our trade receivables generally lag behind our trade payables. As such, we require a significant amount of working capital to sustain our business operations as well as to meet the stringent standards and expectations of our principal supplier. Further, in view of the changing business model of our principal supplier, there may be new business opportunities that may arise from time to time from our principal supplier's other product lines. For us to take advantage of the situation should it arise, we would need to have a significant amount of working capital to enable us to react quickly. If we do not have a significant amount of working capital we may not be able to take advantage of the situation, and our operating results, and financial position may be adversely affected.

We are subject to foreign currency exposure, which can materially and adversely affect our operating results and financial position

Our functional and reporting currency is in S\$. Our export sales and purchases are denominated in US\$. To the extent that our sales and purchases are not naturally matched in the same currency and also because there are timing differences between invoicing and collection, any significant adverse fluctuations of the S\$ against the US\$ will have a material and adverse impact on our revenue, operating results and cash flow. For instance, appreciation in S\$ against US\$ will result in our Group receiving lower revenue in S\$ terms. It will also reduce the cost of purchases to our Group in S\$ and lower our cost of sales which in turn may lead to a decline in our revenue if the selling prices of our Group's products decline in tandem. On a case by case basis, we may enter into foreign currency forward contracts to hedge against our foreign exchange exposure.

(e) Risks Relating to the Group's SSF Business

The Group may face risk of disputes with and claims by its customers, suppliers or sub-contractors

In carrying out the SSF Business, the Group may be involved from time to time in disputes with various parties such as its customers, suppliers or sub-contractors for various reasons, including differences in the interpretation of acceptable quality standards of workmanship, material used, adherence to contract specifications and costs of variation orders. These disputes may lead to legal and other proceedings. If the Group is unable to manage such risks, its business and financial position will be affected if any compensation or damages is payable by it.

The Group is liable for delays in the completion of projects

The time required to complete a construction project depends on various factors, including the size of the project, prevailing market conditions and availability of resources. Delays may arise due to factors such as adverse weather conditions, natural calamities, power failure, machinery and equipment breakdown, shortage of construction materials, shortage of labour, accidents, cessation of business of contractors, disputes with contractors and unexpected delay in obtaining required approvals. Such delays may result in cost overruns and increased financing costs and accordingly affect the profitability of the Group or lead to claims for liquidated damages from customers of the Group.

The Group may be adversely affected by cost overruns

Unforeseen circumstances such as unfavourable weather conditions, unanticipated construction constraints at worksites, increase in the costs of labour, construction materials, equipment, rental and sub-contracting services, unanticipated variations in labour and equipment productivity over the term of a development or corrective measures for poor workmanship may arise in the course of the projects which may result in additional unanticipated costs over and above the initial budget. Where these cost overruns cannot be passed onto its customers, the Group may have to absorb the cost overruns and may suffer losses as a result. The profitability and financial performance of the Group may be materially and adversely affected.

Fluctuations in the steel, aluminium or glass prices may adversely affect the profit margins and the financial performance of the Group

The Group requires steel, aluminium, and glass as raw materials in its construction process. The market price of such raw materials is dependent on regional and global supply and demand conditions, which are in turn affected by a number of factors including cyclical changes in regional and global economic conditions, price and availability of substitute products. In the event that due to any of the above-mentioned reasons, the price of steel, aluminium, or glass increases in the jurisdictions in which the Group operates in, and the Group is unable to pass such increase in costs to its customers or find alternative sources of cheaper supplies, its profit margins and financial performance will be adversely affected.

Any shortage in the supply of foreign workers or increase in levy for foreign workers, or any restriction on the number of foreign workers that the Group may employ for a project will adversely affect its operations and financial performance

The Group employs a substantial number of foreign workers in its various projects. As such, the Group is vulnerable to any shortage in the supply of, or increases in the costs of foreign workers. Such changes in the supply of foreign workers may result from changes in government policies. In the event of any disruption to the supply of foreign workers, or if the costs cannot be controlled, the overall construction costs may increase and the financial performance of the Group may be materially and adversely affected.

The Group may be affected by accidents during the course of business

The Group employs workers at its work site and supply labour to fabricate and install modules for oil-rigs. Accidents or mishaps may happen in the course of their work and such accidents or mishaps may lead to work stoppages and third party claims. Any significant claims for which the Group is liable and which are not covered or not fully covered by its insurance policies may materially and adversely affect its results of operations and financial condition.

The financial performance of the Group is subject to its continued ability to secure new projects and the non-cancellation of secured projects

The inability to secure new projects, cancellation of secured projects or a drastic scale down of project sizes due to factors such as changes in its customers' requirements, poor market or economic conditions, lack of funds due to a change in customer's budget may adversely affect the Group. Any of the abovementioned factors could lead to idle or excess capacity and may adversely affect the operations and financial performance of the Group.

The Group needs various licenses and permits to operate in Singapore and overseas and the non-renewal, non-granting or suspension of its licenses and permits may affect its operations, financial performance, and financial condition.

The Group is required to obtain various licences and permits to conduct its businesses in Singapore and overseas. These licences and permits are generally subject to conditions stipulated therein and/or the relevant laws or regulations under which such licences and permits are issued. Failure to comply with such conditions could result in non-renewal, non-granting or suspension of the relevant licence or permit. As such, it has to constantly monitor and ensure compliance with such conditions. Should there be any failure to comply with such conditions resulting in the cancellation, revocation or

non-renewal of any of the licences and permits, it may not be able to carry out its operations. In such event, its operations, financial performance and financial condition will be materially and adversely affected.

- 10. Where a profit forecast is disclosed, state the extent to which projected sales or revenues are based on secured contracts or orders, and the reasons for expecting to achieve the projected sales or revenues and profit, and discuss the impact of any likely change in business and operating conditions on the forecast.**
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Not applicable, as no profit forecast is disclosed in this Offer Information Statement.

- 11. Where a profit forecast or profit estimate is disclosed, state all principal assumptions, if any, upon which the directors or equivalent persons of the relevant entity have based their profit forecast or profit estimate, as the case may be.**
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Not applicable, as no profit forecast or profit estimate is disclosed in this Offer Information Statement.

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

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

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

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

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

14. Where the profit forecast disclosed is in respect of a period ending on a date after the end of the current financial year of the relevant entity, provide in addition to the statement referred to in paragraph 12 of this Part:

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

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

SIGNIFICANT CHANGES

15. Disclose any event that has occurred from the end of:

- (a) the most recent completed financial year for which financial statements have been published; or
- (b) if interim financial statements have been published for any subsequent period, that period,

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

Save as disclosed in this Offer Information Statement and in the public announcements made by the Company via SGXNET, the Directors are not aware of any event which has occurred since 30 September 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.**
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The Warrants to be issued are free. The exercise price of each Warrant is S\$0.20 for each New Share, payable in full upon exercise of a Warrant (subject to any adjustment under certain circumstances as provided for in the Deed Poll).

- 2. If there is no established market for the securities being offered, provide information regarding the manner of determining the offer price, the exercise price or conversion price, if any, including the person who establishes the price or is responsible for the determination of the price, the various factors considered in such determination and the parameters or elements used as a basis for determining the price.**
-

The Company has obtained the approval in-principle of the SGX-ST for the listing of and quotation for the Warrants and the New Shares on the Official List of the Main Board of the SGX-ST, subject to there being an adequate spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants.

The Exercise Price of S\$0.20, represents a discount of approximately 34.5% to the price of approximately S\$0.3052, being the volume weighted average price of the Shares for trades done on the SGX-ST on 9 September 2014, being the last Market Day preceding the date on which the Company announced the Bonus Warrants Issue.

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

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

Not applicable, as the Warrants are issued free to Entitled Shareholders. Save for the terms and conditions set out in the Deed Poll and disclosed in this Offer Information Statement, the exercise of Warrants is not restricted.

As there may be prohibitions or restrictions against the offering of the Warrants in certain jurisdictions, only Entitled Shareholders are eligible to participate in the Bonus Warrants Issue. Please refer to the section entitled “Eligibility of Shareholders to Participate in Bonus Warrants Issue” of this Offer Information Statement for more information.

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

No securities in the same class as the Warrants are listed for quotation on any securities exchange. However, the New Shares to be issued upon the exercise of the Warrants are of the same class as the Shares and such 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 during the twelve (12) months immediately preceding the date of lodgement of this Offer Information Statement and for the period from 1 December 2014 to the Latest Practicable Date are as follows:

Month	Highest Price/S\$	Lowest Price/S\$	Volume of Shares Traded
December 2013	0.320	0.295	42,663,000
January 2014	0.360	0.300	296,841,000
February 2014	0.335	0.305	86,512,000
March 2014	0.320	0.300	32,623,000
April 2014	0.325	0.305	23,637,000
May 2014	0.310	0.290	22,526,000
June 2014	0.305	0.290	23,542,000
July 2014	0.340	0.280	96,952,000
August 2014	0.305	0.280	24,79,000
September 2014	0.310	0.285	28,446,000
October 2014	0.255	0.295	28,100,000
November 2014	0.26	0.285	17,619,000
1 December 2014 up to the Latest Practicable Date	0.26	0.27	11,975,000

Source: SGX-ST

(b) in a case where the first-mentioned securities have been listed for quotation on the securities exchange for less than 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities:

(i) for each calendar month immediately preceding the calendar month in which the latest practicable date falls; and

(ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date;

Not applicable. The Shares have been listed and quoted on the SGX-ST for more than twelve (12) months immediately preceding 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

Save for temporary trading halts to cater for the release of announcements by the Company on the website of the SGX-ST at <http://www.sgx.com> in accordance with the requirements of the Listing Manual, there has been no significant trading suspension of the Shares on the SGX-ST during the three (3) years immediately preceding the Latest Practicable Date.

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

Not applicable, as the Shares are regularly traded on the Main Board of the SGX-ST. Please refer to the above table for the volume of Shares traded during each of the twelve (12) calendar months immediately preceding the Latest Practicable Date and for the period from 1 December 2014 to the Latest Practicable Date.

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.**
-

The Warrants will, upon issue, be a new class of securities. Each Warrant entitles the Warrantholder thereof to subscribe for one (1) New Share at the Exercise Price, subject to the terms and conditions to be set out in the Deed Poll. The New Shares, when allotted and issued, will rank *pari passu* in all respects with the then existing Shares for any dividends, rights, allotments or other distributions, the Record Date for which falls on or after the date of issue of the New Shares.

The Warrants and the New Shares are proposed to be issued pursuant to the share issue mandate approved by the Shareholders at the Company's annual general meeting held on 29 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.

The Bonus Warrants Issue is to be made to the Entitled Shareholders on the basis of one (1) Warrant for every two (2) existing Shares held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded.

Fractional entitlements to the Warrants will be disregarded in arriving at the Entitled Shareholders' entitlements and will be dealt with in such manner as the Directors may in their absolute discretion, deem fit for the benefit of the Company.

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

The allotment and issue of the Warrants pursuant to the Bonus Warrants Issue is governed by the terms and conditions as set out in this Offer Information Statement, including Appendix 1.

The Warrants are issued free to Entitled Shareholders and are not offered through any broker or dealer.

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

The Warrants will be issued free to Entitled Shareholders. There are no underwriters appointed pursuant to the Bonus Warrants Issue.

PART VII – ADDITIONAL INFORMATION

STATEMENTS 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.**
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Not applicable. No statement or report made by an expert is included in this Offer Information Statement.

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

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

CONSENTS 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-underwriter) to the offer, include a statement that the person has given, and has not withdrawn, his written consent to being named in the offer information statement as the issue manager or underwriter, as the case may be, to the offer.
-

Not applicable. No issue manager or underwriter has been appointed for the Bonus 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 elsewhere in this Offer Information Statement and in the public announcements made by the Company via SGXNET, the Directors are not aware of any other matters not disclosed under any other paragraph of this Offer Information Statement which could materially affect, directly or indirectly, the Company as above-captioned.

**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.

APPENDIX 1 – TERMS AND CONDITIONS OF THE WARRANTS

The warrants (the “**Warrants**”) to subscribe for new ordinary shares in the capital of **SHS HOLDINGS LTD.** (the “**Company**”), are issued in conjunction with the bonus issue of up to 304,230,589 free warrants (the “**Warrants**”), each Warrant carrying the right to subscribe for one (1) new ordinary share in the capital of the Company (“**New Share**”) at an exercise price of S\$0.20 for each New Share (“**Exercise Price**”), on the basis of one (1) Warrant for every two (2) existing ordinary shares in the issued share capital of the Company (“**Shares**”), held by the shareholders of the Company (“**Shareholders**”) as at the books closure date, fractional entitlements to be disregarded (the “**Bonus Warrants Issue**”).

The Warrants are subject to and have the benefit of a deed poll dated 27 November 2014 made by the Company (the “**Deed Poll**”). The Bonus Warrants Issue is undertaken pursuant to the authority granted by the Shareholders under the share issue mandate at the annual general meeting of the Company held on 29 April 2014. The issue of the Warrants has also been authorised by resolutions of the board of Directors (the “**Board**”) passed on 30 September 2014. Approval in-principle has been obtained from the SGX-ST (as defined below) for dealing in, the listing of and quotation for the Warrants and the new Shares (as defined below) arising from the exercise of the Warrants subject to, *inter alia*, a sufficient spread of holdings for the Warrants.

The statements in these terms and conditions of the Warrants (“**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Deed Poll. Copies of the Deed Poll are available for inspection at the registered office for the time being of the Company and at the specified office for the time being of the warrant agent referred to in Condition 4.6 (“**Warrant Agent**”) and the holders of the Warrants (“**Warrantholders**”) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Deed Poll.

1. DEFINITIONS

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

“**Act**” means the Companies Act, Chapter 50 of Singapore;

“**Additional Warrants**” means such further warrants as may be required or permitted to be issued by the Company in accordance with Condition 5 (such further warrants to rank *pari passu* with the Original Warrants and for all purposes to form part of the same series), each such Additional Warrant entitling the holder thereof to subscribe for one (1) New Share at such price as may be determined in accordance with Condition 5, upon and subject to the Conditions;

“**Approved Bank**” means a bank or a merchant bank in Singapore selected by the Directors;

“**Auditors**” means the auditors for the time being of the Company or, in the event of their being unable or unwilling to carry out any action required of them pursuant to the Deed Poll or these Conditions, such other auditors as may be nominated by the Company;

“**CDP**” or “**Depository**” means The Central Depository (Pte) Limited and any other corporation which agrees with the Company to act as Depository in respect of the Warrants including its successors in title and, where the context requires, shall include any person specified by it, in a notice given to the Company, as its nominee;

“**Company**” means SHS Holdings Ltd.;

“**Conditions**” means the terms and conditions of the Warrants as the same may from time to time be modified in accordance with the provisions set out herein and therein and “**Condition**” refers to the relative numbered paragraphs of the Conditions;

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

“**CPF Act**” means the Central Provident Fund Act, Chapter 36 of Singapore, as the same may be modified, amended or supplemented from time to time;

“**CPF Approved Bank**” means any bank appointed by the CPF Board to be a bank for the purposes of the CPF Regulations;

“**CPF Board**” means the Board of the CPF established pursuant to the CPF Act;

“**CPF Investment Account**” means an account opened by a member of CPF with a CPF Approved Bank from which money may be withdrawn for, *inter alia*, payment of the Exercise Price arising from the exercise of each Warrant;

“**CPF Regulations**” means the Central Provident Fund (Investment Schemes) Regulations as the same may be modified, amended or supplemented from time to time;

“**Depositor**” means a person being a Depository Agent or a holder of a Securities Account maintained with CDP but does not include a holder of a sub-account maintained with a Depository Agent;

“**Depository Agent**” means an entity registered with CDP for the purpose of maintaining securities sub-accounts for its own account and for the account of others;

“**Depository Register**” means the register maintained by CDP in respect of the Warrants registered in the name of CDP and held by CDP for the Depositors;

“**Directors**” means the Board of Directors including alternate directors for the time being of the Company;

“**Dollars**” and “**S\$**” mean the lawful currency of Singapore;

“**Entitled Shareholders**” means the holders of the Shares whose names appear in the Register of Members and Depositors with Shares entered against their respective names in the Depository Register in each case;

“**Exercise Date**” means in relation to the exercise of any Warrant, the Market Day (falling within the Exercise Period) on which the applicable conditions described in Condition 4 are fulfilled, or, if fulfilled on different days, on which the last of such conditions is fulfilled PROVIDED ALWAYS that if any such Market Day falls on a date when the Register of Members is closed, the Exercise Date will be the following Market Day on which such register is open;

“**Exercise Notice**” 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 the issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the fifth (5th) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members and/or the Warrant

Register 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 Register of Members or 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 as set out in this Deed Poll;

“Exercise Price” means S\$0.20, being the sum payable in respect of each New Share for which a Warrantholder will be entitled to subscribe upon exercise of a Warrant, such price subject to such adjustments as may be required in accordance with Condition 5;

“Expiration Date” means the last day of the relevant Exercise Period, provided that if such last day falls on a day other than a Market Day, then the Market Day immediately preceding the last day shall be the **“Expiration Date”**;

“Last Dealt Price” means, in relation to a Share on a relevant Market Day, the last dealt price-per Share for one or more board lots of Shares on that Market Day on which there is trading of the Shares on SGX-ST;

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

“New Shares” means new ordinary shares in the capital of the Company to be issued upon exercise of the Warrants, credited as fully paid, including, where the context admits, such new Shares arising from the exercise of any further Warrants as may be required or permitted to be issued in accordance with the terms and conditions of the Warrants set out in the Deed Poll. Such New Shares shall rank for any dividends, rights, allocations, or other distributions, the record date for which falls on or after the relevant Exercise Date. For the purposes of this definition, **“record date”** means, in relation to any dividends, rights, allocations or other distributions, the date on which as at the close of business Shareholders must be registered in order to participate in such dividends, rights, allocations or other distributions;

“Notice” means a notice given or to be given in accordance with Condition 11;

“Original Warrants” means the Warrants in registered form to be issued pursuant to the Deed Poll by the Company, each Warrant entitling the holder thereof to subscribe for one (1) New Share at the Exercise Price upon and subject to the Conditions;

“Register of Members” means the register of members containing the names and addresses of the members of the Company kept at the registered office of the Company;

“Registrar” means Boardroom Corporate & Advisory Services Pte. Ltd. or such other person, firm or company as may from time to time be appointed by the Company and as for the time being maintains in Singapore the Register of Members;

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

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

“Share(s)” means ordinary share(s) in the capital of the Company;

“Special Account” means the account maintained by the Company with a bank in Singapore for the purpose of crediting money, paid by exercising Warrantholders in satisfaction of the Exercise Price in relation to the Warrants exercised by exercising Warrantholders;

“Special Resolution” means a resolution passed at a meeting of the Warranholders duly convened and held and carried by a majority consisting of not less than three-fourths (3/4th) of the votes cast thereon;

“unexercised” means, in relation to the Warrants, all the Warrants which have been issued pursuant to the resolutions referred to in Recital (A) of the Deed Poll and also the Additional Warrants (if any), for so long as the Warrants shall not have lapsed in accordance with Conditions 3 or 6 and other than (i) those which have been exercised in accordance with their terms; (ii) those mutilated or defaced Warrants in respect of which replacement Warrants have been duly issued pursuant to Condition 9; and (iii) those for the purpose of ascertaining the number of Warrants unexercised at any time (but not for the purpose of ascertaining whether any Warrants are unexercised) those Warrants alleged to have been lost, stolen or destroyed and in respect of which replacement Warrants have been issued pursuant to Condition 9, PROVIDED ALWAYS that for the purposes of (a) the right to attend and vote at any meeting of Warranholders and (b) the determination of how many and which Warrants for the time being remain unexercised for the purposes of Condition 8 and paragraphs 1, 3, 4 and 8 of Schedule 2 of the Deed Poll, those Warrants which have not been exercised but have been lodged for exercise (whether or not the conditions precedent to such exercise have been or will be fulfilled) shall, unless and until withdrawn from lodgement, be deemed not unexercised;

“Warrant Agency Agreement” means the warrant agency agreement executed by the Company, the Warrant Agent and Registrar, 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, and includes any other agreement (whether made pursuant to the terms of the Warrant Agency Agreement or otherwise) appointing further or other Warrant Agents or amending or modifying the terms of any such appointment;

“Warrant Certificates” means the certificates (in registered form) to be issued in respect of the Warrants in or substantially in the form set out in Schedule 1 of the Deed Poll as may from time to time be modified in accordance with the Conditions;

“Warranholders” means, in relation to any Warrant, the person or persons for the time being registered in the Warrant Register as the holder or joint holders of that Warrant, except that where the registered holder is CDP, it shall mean the persons named in the Depository Register against which such Warrants are credited;

“Warrant Agent” means Boardroom Corporate & Advisory Services Pte. Ltd. or such other person, firm or company as for the time being maintains in Singapore the Warrant Register and as may from time to time be appointed by the Company under the Warrant Agency Agreement;

“Warrant Register” means the register of Warranholders required to be maintained pursuant to Condition 4.7; and

“Warrants” means the Original Warrants, the Additional Warrants (if any), and for the time being remaining unexercised or, as the context may require, a specific number thereof and includes any replacement Warrant issued pursuant to Condition 9.

2. FORM, TITLE AND REGISTER

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

- (a) the person in whose name a Warrant is registered (other than CDP); and
- (b) (where a Warrant is registered in the name of CDP) 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 to be 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 or forgery of the relevant Warrant Certificate or any irregularity or error in the records of CDP or any express notice to the Company or Warrant Agent or any other related matters) for the purpose of giving effect to the exercise of the rights constituted by the Warrants and for all other purposes in connection with the Warrants.

2.2 If two (2) or more persons are entered in the Warrant Register or (as the case may be) the records maintained by CDP 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 Warranthead;
- (b) joint holders of any Warrant whose names are entered in the Warrant Register or (as the case may be) the relevant records maintained by CDP shall be treated as one Warranthead;
- (c) the Company shall not be bound to issue more than one (1) Warrant Certificate for a Warrant registered jointly in the names of several persons and delivery of a Warrant Certificate to the joint holder whose name stands first in the Warrant Register shall be sufficient delivery to all; and
- (d) the joint holders of any Warrant whose names are entered in the Warrant Register or (as the case may be) the relevant records maintained by CDP shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such Warrant as well as in connection with the exercise of any such Warrant.

3. EXERCISE RIGHTS

3.1 Upon and subject to these Conditions, each Warranthead shall have the right, by way of exercise of each Warrant held by the Warranthead, at any time during the Exercise Period, in the manner set out in Condition 4 and otherwise on the terms and subject to these Conditions, to subscribe for one (1) New Share at the Exercise Price (subject to adjustments in accordance with Condition 5) on the Exercise Date (as defined in Condition 4.3) applicable to such Warrant. No fraction of a Share shall be allotted.

3.2 At the expiry of the Exercise Period, any Warrants which have not been exercised in accordance with Condition 4 shall lapse and cease to be valid for any purpose.

- 3.3 Any Warrant in respect of which the Exercise Notice shall not have been duly completed and delivered in the manner set out below under Condition 4 to the Warrant Agent on or before 5.00 p.m. on the Expiration Date shall become void.
- 3.4 New Shares allotted and issued upon exercise of the Warrants shall be fully paid and shall rank for any dividends, rights, allocations or other distributions, the Record Date for which is on or after the relevant Exercise Date (subject as aforesaid), *pari passu* in all respects with the then existing Shares of the Company. For the purpose of this Condition 3.4, “**Record Date**” means, in relation to any dividends, rights, allocations or other distributions, the date 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 dividends, rights, allocations or other distributions.
- 3.5 The Company shall, not later than one (1) month before the expiry of the Exercise Period:
- (i) give notice to the Warrantholders in accordance with Condition 11 of the expiry of the Exercise Period and notify the same to SGX-ST; and
 - (ii) take reasonable steps to despatch to the Warrantholders notices in writing to their addresses recorded in the Warrant Register or the Depository Register, as the case may be, of the expiry of the Exercise Period.

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

4. PROCEDURE FOR EXERCISE OF WARRANTS

4.1 Lodgment Conditions

- 4.1.1 In order to exercise the Warrant(s), a Warrantholder must before 3.00 p.m. on any Market Day and before 5.00 p.m. on the Expiration Date, during the Exercise Period:
- (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 Notice (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 Notice by or on behalf of the exercising Warrantholder (including every joint Warrantholder, if any) or otherwise to ensure the due exercise of the Warrants;
 - (c) pay the Exercise Price in accordance with the provisions of Condition 4.2;

- (d) pay any deposit or other fees or expenses for the time being chargeable by and payable to CDP (if any) and any stamp, issue, registration or other similar taxes or duties arising on the exercise of the relevant Warrant(s) as the Warrant Agent may require; and
- (e) if applicable, pay any fees for certificates for the New Shares to be issued, submit any necessary documents required in order to effect, and pay the expenses of the registration of the New Shares in the name of the exercising Warrantholder or CDP (as the case may be) and the delivery of certificates for the New Shares to the place specified by the exercising Warrantholder in the Exercise Notice or to CDP (as the case may be).

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

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

failing which the Exercise Notice shall be void and all rights of the exercising Warrantholder and of any other person thereunder shall cease.

An Exercise Notice 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 abovementioned conditions have been fulfilled and such other information as the Company or the Warrant Agent may require in accordance with these Conditions and the Deed Poll and to take such steps as may be required by CDP (including the steps set out in CDP's "Guidelines to the Procedures for Exercise of Warrants/TSRs (Warrants)" as amended from time to time) in connection with the operation of the Securities Account of any 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 the Warrantholder as a result of or in connection with reliance by the Company, the Warrant Agent or any other persons upon the records of and information supplied by CDP.

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

4.2 Payment of Exercise Price

4.2.1 Payment of the Exercise Price shall be made at the specified office for the time being of the Warrant Agent by way of remittance in Singapore currency by banker's draft or cashier's order drawn on a bank in Singapore and/or debiting the CPF Investment Account with the CPF Approved Bank, for the credit of the Special Account for the full amount of the moneys payable in respect of the Warrant(s) exercised under Condition 4.1.

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

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

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

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

4.3 Exercise Date

4.3.1 The relevant Warrant shall (provided that the provisions of this Condition 4 have been satisfied) be treated as exercised on the Exercise Date relating to that Warrant.

4.3.2 The relevant Warrants and Warrant Certificates shall be cancelled on the Exercise Date except that, in relation to Warrant Certificates 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.

4.4 Non-fulfilment of Lodgment Conditions

- 4.4.1 If payment of the Exercise Price is made to the Warrant Agent and such payment is not recognised by the Warrant Agent as relating to the exercise of the relevant Warrants or the relevant payment is less than the full amount payable under Condition 4.1 or the conditions set out in Condition 4.1 or Condition 4.2 have not then all been fulfilled in relation to the exercise of such Warrants, pending recognition of such payment or full payment or, as the case may be, fulfilment of the conditions set out in Conditions 4.1 and 4.2, such payment will (if the Exercise Date in respect of such Warrants had not by then occurred) be returned, without interest, to the Warranholder on (i) the fourteenth (14th) day after receipt of such Exercise Notice by the Warrant Agent, or (ii) the expiry of the Exercise Period, whichever is the earlier. So long as the relevant Exercise Date has not occurred, any such payment (excluding any interest, if any, accrued thereon) will continue to belong to the Warranholder but may only be withdrawn within the abovementioned fourteen (14) day period with the prior consent in writing of the Company.
- 4.4.2 The Warrant Agent will, if it is possible to relate the payment so returned to any Warrant Certificates (if applicable) and the Exercise Notice previously lodged with the Warrant Agent, return such Warrant Certificates (if applicable) and the relevant Exercise Notice together with such payment to the exercising Warranholder by ordinary post at the risk and expense of such Warranholder. The Company and/or the Warrant Agent will be entitled to deduct or otherwise recover any applicable handling charges and out-of-pocket expenses from the exercising Warranholder.

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

- 4.5.1 A Warranholder exercising Warrants which are registered in the name of CDP must have the delivery of the New Shares arising from the exercise of such Warrants effected by crediting such New Shares to the Securities Account(s) of such Warranholder or, as the case may be, the nominee company of the CPF Approved Bank as specified in the Exercise Notice. A Warranholder exercising Warrants registered in his own name may elect in the Exercise Notice to either receive physical share certificates in respect of the New Shares arising from the exercise of such Warrants or to have the delivery of such New Shares effected by crediting such New Shares to his Securities Account(s) with CDP (in which case such Warranholder shall also duly complete and deliver to the Warrant Agent such forms as may be required by CDP) or, as the case may be, the nominee company of the CPF Approved Bank as specified in the Exercise Notice, failing which such exercising Warranholder shall be deemed to have elected to receive physical share certificates in respect of such New Shares at his address specified in the Warrant Register.
- 4.5.2 The Company will allot and issue the New Shares arising from the exercise of the relevant Warrants by a Warranholder in accordance with the instructions of such Warranholder as set out in the Exercise Notice and:
- (a) where such Warranholder has (or is deemed to have) elected in the Exercise Notice to receive physical certificates in respect of the New Shares arising from the exercise of the relevant Warrants, the Company shall despatch the physical certificates, as soon as practicable but in any event not later than seven (7) Market Days after the relevant Exercise Date, by ordinary post to the address specified in the Exercise Notice (or the Warrant Register, as the case may be) and at the risk of such Warranholder; and

(b) where the delivery of New Shares arising from the exercise of the relevant Warrants is to be effected by the crediting of the Securities Account(s) of such Warrantheader as specified in the Exercise Notice or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice, the Company shall as soon as practicable but not later than five (5) Market Days after the relevant Exercise Date despatch the certificates relating to such New Shares in the name of, and to, CDP for the credit of the Securities Account(s) of such Warrantheader as specified in the Exercise Notice.

4.5.3 Where a Warrantheader exercises part only (but not all) of the subscription rights represented by Warrants registered in his name, the Company shall despatch a balancing Warrant Certificate in the name of the exercising Warrantheader in respect of any Warrants remaining unexercised by ordinary post to the address specified in the relevant Exercise Notice (or, failing which, to his address specified in the Warrant Register) and at the risk of that Warrantheader and where such Warrantheader exercises part only (and not all) of his Warrants registered in the name of CDP, the number of Warrants represented by the Warrant Certificate registered in the name of CDP shall be deemed to have been reduced for all purposes by the number of Warrants so exercised.

4.5.4 The New Shares will rank for any dividends, rights, allotments or other distributions, the Record Date for which shall fall on or after the relevant Exercise Date. Subject as aforesaid, the New Shares shall rank *pari passu* in all other respects with the then existing Shares. For the purpose of this Condition 4.5, "Record Date" means, in relation to any dividends, rights, allotments or other distributions, the date on which as at the close of business, Shareholders must be registered with the Company, in order to participate in such dividends, rights, allotments or other distributions.

4.6 Warrant Agent

4.6.1 The name of the initial Warrant Agent and its specified office is set out below and on the Warrant Certificate. The Company reserves the right at any time to vary or terminate the appointment of the Warrant Agent PROVIDED ALWAYS THAT it will at all times maintain a Warrant Agent approved in writing by CDP having a specified office in Singapore, so long as any of the Warrants are outstanding. Notice of any such termination or appointment and of any changes in the name or specified office of the Warrant Agent will be given to the Warrantheaders in accordance with Condition 11.

Warrant Agent : Boardroom Corporate & Advisory Services Pte. Ltd.
Specified office : 50 Raffles Place
#32-01 Singapore Land Tower
Singapore 048623

4.7 Register of Warrantheaders

4.7.1 The Warrant Agent will maintain a register containing particulars of the Warrantheaders (other than Warrantheaders who are Depositors) and such other information relating to the Warrants as the Company may require (the "**Warrant Register**"). The Warrant Register may be closed during such periods when the register of transfers and the Register of Members are deemed to be closed and during such periods as may be required to determine the adjustments to the

Exercise Price and/or the number of Warrants held by any Warrantholder or during such other periods as the Company may determine. Notice of the closure of the Warrant Register and (if applicable) the Depository Register will be given to the Warrantholders in accordance with Condition 11.

4.7.2 Except as required by law or as ordered by a court of competent jurisdiction, the Company and the Warrant Agent shall be entitled to rely on the Warrant Register (where the registered holder of a Warrant is a person other than CDP) or the Depository Register (where CDP is the registered holder of a Warrant) or any statement or certificate issued by CDP to the Company or any Warrantholder (as made available to the Company and/or the Warrant Agent) to ascertain the identity of the Warrantholders, the number of Warrants to which any such Warrantholders are entitled, to give effect to the exercise of the subscription rights constituted by the Warrants and for all other purposes in connection with the Warrants (whether or not the Company shall be in default in respect of the Warrants or any of the terms and conditions contained herein or in the Deed Poll and notwithstanding any notice of ownership or writing thereon or notice of any claim on or loss or theft or forgery of any Warrant or Warrant Certificate).

4.7.3 Except as required by law:

- (a) the person in whose name a Warrant is registered (other than CDP); and
- (b) (where a Warrant is registered in the name of CDP) 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.

5. ADJUSTMENTS TO EXERCISE PRICE AND NUMBER OF WARRANTS

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

- 5.1.1 an issue by the Company of Shares to Shareholders credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature or not and including any capital redemption reserve fund) to its Shareholders (other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend);
- 5.1.2 a Capital Distribution (as defined below) made by the Company to its Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets);

- 5.1.3 an offer or invitation made by the Company to its Shareholders under which they may acquire or subscribe for Shares by way of rights;
- 5.1.4 an issue (otherwise than pursuant to a rights issue available to all Shareholders, requiring an adjustment under Condition 5.1.3 above, and other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) by the Company of Shares if the Total Effective Consideration (as defined below) for each Share is less than ninety per cent. (90%) of the Last Dealt Price for each Share (calculated as provided below); or
- 5.1.5 any consolidation, subdivision or conversion of Shares.

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

5.2 Subject to these Conditions (and in particular Condition 5.3) and the Deed Poll, the Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted in accordance with the following provisions (but so that if the event giving rise to any such adjustment shall be capable of falling within any two or more of Conditions 5.1.1 to 5.1.5 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):

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

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

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

where:

A = the aggregate number of issued and fully paid-up Shares immediately before such capitalisation issue;

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

P = existing Exercise Price; and

W = existing number of Warrants held.

Such 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 5, “**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.

5.2.2 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); or
- (b) the Company shall make any offer or invitation to its Shareholders under which they may acquire or subscribe for Shares by way of rights,

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

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

and in respect of each case referred to in Condition 5.2.2(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 on the five (5) Market Days immediately before the date on which the Capital Distribution (as defined below), or any offer or invitation referred to in Condition 5.2.2(b) above, as the case may be, is publicly announced or (failing any such announcement), immediately preceding the date of the Capital Distribution (as defined below) 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 5.2.2(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 5.2.2 above, the fair market value, as determined by an Approved Bank (with the concurrence of the Auditors), of that portion of the Capital Distribution (as defined below) 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 by way of rights; 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 5.1.2 and 5.2.2(a) above, “**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 failing under Condition 5.2.1) or other securities credited as fully or partly paid up by way of capitalisation of profits or reserves (including any capital redemption reserve fund other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend).

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

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

5.2.3 If and whenever the Company makes any allotment to its Shareholders as provided in Condition 5.2.1 above and also makes any offer or invitation to its Shareholders as provided in Condition 5.2.2(b) above and the record date for the purpose of the allotment is also the record date for the purpose of the offer or invitation, the Exercise Price and the number of Warrants held by each Warrantholder shall be adjusted in the following manner:

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

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

Where:

B = as in B above;

C = as in C above;

E = as in E above;

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

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

P = as in P above; and

W = as in W above.

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

- 5.2.4 If and whenever (otherwise than pursuant to a rights issue available to all Shareholders alike and requiring an adjustment under Conditions 5.2.2(b) or 5.2.3 other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) the Company shall issue any Shares and the Total Effective Consideration for each Share (as defined below) is less than ninety per cent. (90%) of the average Last Dealt Price on SGX-ST on the five (5) 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 SGX-ST for that day or on a day which is not a Market Day, on the prior Market Day, the Exercise Price shall be adjusted in the following manner:

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

where:

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

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

O = the aggregate number of Shares so issued; and

P = as in P above.

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

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

- 5.2.5 If, and whenever, consolidation, subdivision or conversion of the shares 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 = as in A above;

B = as in B above;

P = as in P above; and

W = as in W above,

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

- 5.3 Notwithstanding any of the provisions hereinbefore contained, no adjustment to the Exercise Price and the number of Warrants held by each Warrantholder will be required in respect of:
- 5.3.1 an issue by the Company of Shares or other securities convertible into rights to acquire or subscribe for shares to officers, including directors, or employees of the Company or any of its Subsidiaries pursuant to any purchase or option scheme approved by the Shareholders in general meeting;
 - 5.3.2 an issue by the Company of Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business;
 - 5.3.3 any issue by the Company of Shares pursuant to the exercise of any of the Warrants and any other warrants or the conversion of any convertible securities previously issued by the Company;
 - 5.3.4 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, issued subsequent to the issue of Warrants, whether by itself or together with any other issues; or
 - 5.3.5 any purchase by the Company of Shares pursuant to any share purchase scheme approved by Shareholders in general meeting subsequent to the issue of Warrants, whether such Shares purchased pursuant to any such share purchase scheme are deemed cancelled or held in treasury.
- 5.4 If any offer or invitation for Shares is made otherwise than by the Company to the Shareholders, then the Company shall so far as it is able to, procure that at the same time an offer or invitation is made to the then Warrantholders as if their rights to subscribe for New Shares had been exercised the day immediately preceding the date on which as at the close of business Shareholders must be registered in order to participate in such offer or invitation on the basis then applicable.

- 5.5 Any adjustment to the Exercise Price will be rounded upwards to the nearest one (1) cent. No adjustments to the Exercise Price shall be made unless it has been certified to be in accordance with Condition 5.2 above by the Auditors. No adjustment will be made to the Exercise Price in any case in which the amount by which the same would be reduced would be less than one (1) cent but any adjustment which would otherwise then be required will be carried forward and taken into account appropriately in any subsequent adjustment.
- 5.6 Any adjustment to the number of Warrants held by each Warrantholder will be rounded downwards to the nearest whole Warrant. No adjustment to the number of Warrants held by each Warrantholder shall be made unless (a) it has been certified to be in accordance with Condition 5.2 above by the Auditors and (b) approval has been granted by SGX-ST for the listing of and quotation for such additional Warrants as may be issued as a result of such adjustment and such additional Shares as may be issued on the exercise of any of such Warrants. If for any reason an event giving rise to an adjustment (the “**First Adjustment**”) made to the Exercise Price or the number of Warrants held by each Warrantholder pursuant to these Conditions is cancelled, revoked or not completed, the Exercise Price or the number of Warrants held by each Warrantholder shall be readjusted to the amount prevailing immediately prior to the First Adjustment with effect from such date and in such manner as an Approved Bank may consider appropriate.
- 5.7 Notwithstanding the provisions referred to in this Condition 5, in any circumstances where the Directors consider that any adjustments to the Exercise Price and/or the number of Warrants held by each Warrantholder provided under the said provisions should not be made or should be calculated on a different basis or date or should take effect on a different date or that an adjustment to the Exercise Price and/or the number of Warrants held by each Warrantholder should be made notwithstanding that no such adjustment is required or contemplated under the said provisions, the Company may at its discretion appoint an Approved Bank to consider whether for any reason whatsoever the adjustment to be made (or the absence of an adjustment) or the adjustment to be made in accordance with the provisions of this Condition 5 is appropriate or inappropriate, as the case may be, and, if such Approved Bank shall consider the adjustment to be inappropriate, the adjustment shall be modified or nullified or an adjustment made instead of no adjustment in such manner as shall be considered by such Approved Bank to be in its opinion appropriate.
- 5.8 Whenever there is an adjustment as herein provided, the Company shall give notice to Warrantholders in accordance with Condition 11 that the Exercise Price and/or the number of Warrants held by each Warrantholder has/have been adjusted and setting forth the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or the number of Warrants and the effective date of such adjustment and shall at all times thereafter so long as any of the Warrants remains exercisable make available for inspection at the specified office for the time being of the Warrant Agent:
- 5.8.1 a signed copy of the certificate of the Auditors certifying the adjustment to the Exercise Price and/or the number of Warrants; and
- 5.8.2 a certificate signed by a Director setting forth brief particulars of the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or the number of Warrants and the effective date of such adjustment,

and shall, on request and at the expense of the Warrantholder, send a copy thereof to any Warrantholder. Whenever there is an adjustment to the number of Warrants held by each Warrantholder, the Company will, as soon as practicable but not later than seven (7) Market Days after the effective date of such adjustment, despatch by ordinary post Warrant

Certificates for the additional number of Warrants issued to each Warrantholder, at the risk and expense of that Warrantholder, to his address appearing in the Warrant Register or, in respect of Warrants registered in the name of CDP, to CDP provided that if additional Warrants are issued to each Warrantholder as a result of an adjustment which is cancelled, revoked or not completed and the number of Warrants held by each Warrantholder is readjusted pursuant to Condition 5.5, such additional Warrants shall be deemed to be cancelled with effect from such date and in such manner as an Approved Bank may consider appropriate.

- 5.9 If the Directors, the Approved Bank and the Auditors are unable to agree upon any adjustment required under these provisions, the Directors shall refer the adjustment to the decision of another Approved Bank acting as expert and not as arbitrator and whose decision as to such adjustment shall be final and conclusive and no certification by the Auditors shall in such circumstances be necessary.
- 5.10 Without prejudice to the generality of Condition 5.7, 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 shall determine that an adjustment is appropriate, the Exercise Price and/or the number of Warrants held by each Warrantholder shall be adjusted accordingly.
- 5.11 Any new Warrants which may be issued by the Company under this Condition 5 shall be part of the series of Warrants constituted by the Deed Poll, and shall be issued, subject to and with the benefit of the Deed Poll and these Conditions, on such terms and conditions as the Directors may from time to time think fit.
- 5.12 In giving any certificate or making any adjustment hereunder, the Auditors and the Approved Bank shall be deemed to be acting as experts and not as arbitrators and in the absence of manifest error, their decisions shall be conclusive and binding on the Company, the Warrantholders and all other persons having an interest in the Warrants.
- 5.13 Notwithstanding anything herein contained, any adjustment to the Exercise Price and/or the number of Warrants held by each Warrantholder other than in accordance with the provisions of this Condition 5 shall be subject to the approval of SGX-ST and agreed to by the Company, the Auditors and the Approved Bank.
- 5.14 Nothing shall prevent or restrict the buy-back of any classes of shares pursuant to applicable law and the requirements of SGX-ST. For the avoidance of doubt, no approval or consent of the Warrantholders shall be required for such buyback of any classes of shares and there shall be no adjustments to the Exercise Price and number of Warrants by reason of such buy-back of any classes of shares.

6. WINDING UP OF THE COMPANY

- 6.1 If an effective resolution is passed during the Exercise Period for a members' voluntary winding up of the Company, for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement approved by the Warrantholders 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.
- 6.2 In any other case, if notice is given by the Company to its members to convene a general meeting for the purposes of considering a members' voluntary winding-up of the Company, every Warrantholder shall be entitled upon and subject to the Deed Poll and the Conditions,

at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding-up of the Company, by irrevocable surrender of his Warrant Certificate(s) to the Company with the Exercise Notice(s) duly completed, together with all payments payable under Conditions 4.1 and 4.2, to elect to be treated as if he had had immediately prior to the commencement of such winding-up exercised the Warrants to the extent specified in the Exercise Notice(s) and had on such date been the holder of the Shares to which he would have become entitled pursuant to such exercise and the liquidator of the Company shall give effect to such election accordingly. The Company shall give notice to the Warrantheolders in accordance with the Deed Poll and the Conditions of the passing of any such resolution within seven (7) days after the passing thereof.

- 6.3 Subject to the foregoing, if the Company is wound up for any other reasons, all Warrants which have not been exercised at the date of the passing of such resolution shall lapse and the Warrants shall cease to be valid for any purpose.

7. FURTHER ISSUES

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

8. MEETINGS OF WARRANTHOLDERS AND MODIFICATION OF RIGHTS

- 8.1 Schedule 2 of the Deed Poll sets out the provisions for convening meetings of the Warrantheolders to consider any matter affecting their interests, including the sanctioning by Special Resolution of a modification of the Warrants or the Deed Poll. Such a meeting may be convened by the Company or Warrantheolders holding not less than twenty per cent. (20%) of the Warrants for the time being remaining unexercised. The quorum at any such meeting for passing a Special Resolution shall be two (2) or more Warrantheolders present in person or by proxy duly appointed by Warrantheolders holding or representing not less than fifty per cent. (50%) of the Warrants for the time being unexercised.

- 8.2 At any adjourned meeting, two (2) or more persons present being or representing Warrantheolders whatever the number of Warrants so held or represented shall form a quorum, except that at any meeting the business of which includes the modification of certain provisions of the Warrants or of the Deed Poll (including cancelling the subscription rights constituted by the Warrants or changing the exercise period) the necessary quorum for pressing a Special Resolution shall be two (2) or more persons or representing not less than seventy-five per cent. (75%) or at any adjournment of such meeting over fifty per cent. (50%) of the Warrants for the time being remaining unexercised. A Special Resolution duly passed at any meeting of Warrantheolders shall be binding on all Warrantheolders, 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 lodgment, confer the right to attend or vote at, or join in convening, or be counted in the quorum for any meeting of Warrantheolders.

- 8.3 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 Deed Poll or the Warrant Agency Agreement which, in the opinion of the Company:

8.3.1 is not materially prejudicial to the interests of the Warrantheolders;

- 8.3.2 is of a formal, technical or minor nature or to correct a manifest error or to comply with mandatory provisions of Singapore law or the rules and regulations of SGX-ST; and/or
- 8.3.3 is to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of new Shares arising from the exercise of the Warrants or meetings of the 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 SGX-ST.

Any such modification shall be binding on the Warrantholders and all persons having an interest in the Warrants and shall be notified to them in accordance with Condition 11 as soon as practicable thereafter.

- 8.4 Notwithstanding Condition 8.3 above, no material alteration to the terms of the Warrants after the issue thereof to the advantage of the Warrantholders and prejudicial to Shareholders shall be made unless first approved by the Shareholders in general meeting, and, if necessary, SGX-ST.
- 8.5 Except where the alterations are made pursuant to these Conditions (including but not limited to alterations made pursuant to and in accordance with Condition 5 above or Condition 8.3 or Condition 8.4 above), the Company shall not:
 - 8.5.1 extend the Exercise Period;
 - 8.5.2 issue new warrants to replace the Warrants;
 - 8.5.3 change the Exercise Price; or
 - 8.5.4 change the exercise ratio of the Warrants.

9. REPLACEMENT OF WARRANT CERTIFICATES

If a Warrant Certificate is mutilated, defaced, lost, stolen or destroyed, it may, subject to applicable law and at the discretion of the Company, be replaced upon request by the Warrantholder at the specified office for the time being of the Warrant Agent on payment of such costs as may be incurred in connection therewith, and on such terms as to evidence, indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Warrant Certificate in respect of the Warrants is subsequently exercised, there will be paid to the Company on demand the market value of the Warrants at the time of the replacement thereof), advertisement, undertaking and otherwise as the Company and/or the Warrant Agent may require. Mutilated or defaced Warrant Certificates must be surrendered to the Warrant Agent before replacements will be issued. The replacement Warrant Certificate will be issued to the registered holder of the Warrant Certificate replaced.

10. TRANSFER AND TRANSMISSION OF WARRANTS

- 10.1 Subject to the provisions contained herein, the Warrants shall be transferable in lots entitling the Warrantholder to subscribe for whole numbers of New Shares and so that no person shall be recognised by the Company as having title to Warrants entitling the holder thereof to subscribe for a fractional part of a New Share or otherwise than as the sole or joint holder of the entirety of such New Share.

- 10.2 Subject to applicable law and the Conditions, a Warrant which is not registered in the name of CDP may only be transferred in accordance with the following provisions of this Condition 10.2:
- 10.2.1 a Warrantholder whose Warrants are registered in the name of a person other than CDP (the “**Transferor**”) shall lodge, during normal business hours on any Market Day at the specified office of the Warrant Agent, the Transferor’s Warrant Certificate(s) together with a transfer form as prescribed by the Company from time to time (the “**Transfer Form**”) duly completed and signed by, or on behalf of, the Transferor and the transferee and duly stamped in accordance with any applicable law for the time being in force relating to stamp duty and accompanied by the fees and expenses set out in the Deed Poll, provided that the Company and the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to CDP;
- 10.2.2 the Transferor shall furnish such evidence (if any) as the Warrant Agent may require to determine the due execution of the Transfer Form by or on behalf of the transferring Warrantholder;
- 10.2.3 the Transferor shall pay the expenses of, and submit any necessary documents required in order to effect the delivery of the new Warrant Certificate(s) to be issued in the name of the transferee;
- 10.2.4 the Transfer Form shall be accompanied by the registration fee (such fee being for the time being a sum of S\$2.00 (excluding any goods and services tax) for each Warrant Certificate to be transferred) which shall be payable by cash or cheque together with any stamp duty and any goods and services tax (if any) specified by the Warrant Agent to the Transferor, such evidence as the Warrant Agent may require to determine and verify the due execution of the Transfer Form and payment of the expenses of, and submit, such documents as the Warrant Agent may require to effect delivery of the new Warrant Certificate(s) to be issued in the name of the transferee;
- 10.2.5 if the Transfer Form has not been fully or correctly completed by the Transferor or the full amount of the fees and expenses due to the Warrant Agent have not been paid to the Warrant Agent, the Warrant Agent shall return such Transfer Form to the Transferor accompanied by written notice of the omission(s) or error(s) and requesting the Transferor to complete and/or amend the Transfer Form and/or to make the requisite payment; and
- 10.2.6 if the Transfer Form has been fully and correctly completed, the Warrant Agent shall as agent for and on behalf of the Company:
- (a) register the person named in the Transfer Form as transferee in the Warrant Register as registered holder of the Warrant in place of the Transferor;
 - (b) cancel the Warrant Certificate(s) in the name of the Transferor; and
 - (c) issue new Warrant Certificate(s) in respect of the Warrants registered in the name of the transferee.

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

11. NOTICES

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 leading 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 SGXNET on the same day as such notice is first published in any leading English language newspaper in circulation in Singapore.

12. NOTICE OF EXPIRATION DATE

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

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

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

14. GOVERNING LAW

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

NOTES:

- (1) The attention of Warrantheolders is drawn to Rule 14 of the Singapore Code on Take-overs and Mergers and sections 139 and 140 of the Securities and Futures Act, Chapter 289 of Singapore. In general terms, these provisions regulate the acquisition of effective control of public companies. Warrantheolders should consider the implications of these provisions before they exercise their respective Warrants. (In particular, a Warrantheolder should note that he may be under an obligation to extend a takeover offer for the Company if:
 - (a) he intends to acquire, by exercise of the Warrants or otherwise, whether at one time or different times, Shares which (together with Shares owned or acquired by him or persons acting in concert with him) carry thirty per cent. (30%) or more of the voting rights of the Company; or
 - (b) he, together with persons acting in concert with him, holds not less than thirty per cent. (30%) but not more than fifty per cent. (50%) of the voting rights of the Company; and either alone or together with persons acting in concert with him, intends to acquire additional Shares by the exercise of the Warrants or otherwise in any period of six (6) months, increasing such percentage of the voting rights by more than one per cent. (1%).
- (2) The attention of the Warrantheolders is drawn to Condition 3.2 of the Terms and Conditions of the Warrants relating to restrictions on the exercise of the Warrants.
- (3) A Warrantheolder who, after exercise of this Warrant, has an interest in not less than five per cent. (5%) of the aggregate of the nominal amount of the issued share capital of the Company, is under an obligation to notify the Company of his interest in the manner set out in section 82 of the Act.

Dated this 11th day of December 2014.

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

THE DIRECTORS OF SHS HOLDINGS LTD.

LIM SIOK KWEE, THOMAS
Executive Chairman

NG HAN KOK, HENRY
Group Chief Executive Officer

GOH KOON SENG
Executive Director

NG KENG SING
Executive Director

TEO CHOON KOW, WILLIAM
Independent Director

LEE KUO CHUEN, DAVID
Independent Director

OH ENG BIN, KENNETH
Independent Director