

OFFER INFORMATION STATEMENT DATED 27 SEPTEMBER 2016

(Lodged with the Singapore Exchange Securities Trading Limited acting as agent on behalf of the Monetary Authority of Singapore on 27 September 2016)

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.

The securities offered are issued by Singapore eDevelopment Limited (the “**Company**”), an entity whose shares are listed for quotation on Catalyst (as defined herein).

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

A copy of this offer information statement (the “**Offer Information Statement**”) has been lodged with the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”), acting as agent on behalf of the Monetary Authority of Singapore (the “**Authority**”).

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

Neither the Authority nor the SGX-ST has examined or approved the contents of this Offer Information Statement. Neither the Authority nor the SGX-ST assumes any responsibility for the contents of this Offer Information Statement, the PAL, the ARE and the ARS, including the correctness of any of the statements or opinions made or reports contained in this Offer Information Statement, the PAL, the ARE and the ARS. Neither the Authority nor the SGX-ST has in any way considered the merits of the Company and its Subsidiaries, the Shares, the Rights Shares, the Warrants, the Exercised Shares (all defined herein) being offered or in respect of which an invitation is made for investment. The lodgement of this Offer Information Statement with the SGX-ST does not imply that Securities and Futures Act, Chapter 289 of Singapore, or any other legal or regulatory requirements, or requirements in the SGX-ST’s listing rules, have been complied with.

An application has been made to the SGX-ST for permission for the Rights Shares and the Exercised Shares to be listed for quotation on the Catalyst and a listing and quotation notice has been obtained from the SGX-ST to deal in and for the listing and quotation of the Rights Shares and the Exercised Shares on Catalyst (all capitalised terms as hereinafter defined). The listing and quotation notice granted by the SGX-ST is not to be taken as an indication of the merits of the Rights cum Warrants Issue (as defined herein), the Rights Shares, the Warrants, and the Exercised Shares, the Company, its Subsidiaries and their securities.

The Rights Shares and the Exercised Shares will be admitted to Catalyst after the certificates relating thereto have been issued and the allotment letters from The Central Depository (Pte) Limited (“**CDP**”) have been despatched.

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

Acceptance of applications will be conditional upon issue and listing of the Rights Shares and Exercised Shares on Catalyst. Monies paid in respect of any application accepted will be returned if the listing of the Rights Shares and the Exercised Shares do not proceed. After the expiration of six (6) months from the date of lodgement of this Offer Information Statement, no person shall make an offer of securities, or allot, issue or sell any securities, on the basis of this Offer Information Statement; and no officer or equivalent person or promoter of the entity or proposed entity will authorise or permit the offer of any securities or the allotment, issuance or sale of any securities, on the basis of this Offer Information Statement. Your attention is drawn to the “Risk Factors” section of this Offer Information Statement which you should review.

It should be noted that the Warrants will not be listed and quoted on the Catalyst. Accordingly, holders of Warrants will not be able to trade their Warrants on the Catalyst. However, if holders of Warrants were to exercise their rights, subject to the terms and conditions of the Warrants, to exercise their Warrants into Exercised Shares, such Exercised Shares will be listed and quoted on the Catalyst.

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

This Offer Information Statement has been prepared by the Company and has been reviewed by the Company’s sponsor, Hong Leong Finance Limited (the “**Sponsor**”), for compliance with the relevant rules of the SGX-ST Listing Manual Section B: Rules of Catalyst. The Sponsor has given its written consent to the inclusion herein of its name in the form and context in which it appears in this Offer Information Statement. The Sponsor has not independently verified the contents of this Offer Information Statement, including the correctness of any of the statements made, reports contained or opinions expressed in this Offer Information Statement. The contact person for the Sponsor is Mr Tang Yeng Yuen, Vice President, Head of Corporate Finance, Hong Leong Finance Limited, at 16 Raffles Quay, #40-01A Hong Leong Building, Singapore 048581, telephone: +65 64159886.



Singapore eDevelopment Limited

(formerly known as CCM Group Limited)

(Incorporated in Singapore)

(Company registration no. 200916763W)

ISSUE OF AN AGGREGATE OF UP TO 983,330,850 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY, COMPRISING THE RENOUNCEABLE NON-UNDERWRITTEN RIGHTS ISSUE OF UP TO 163,888,475 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY (THE “RIGHTS SHARES”) AT AN ISSUE PRICE OF S\$0.04 FOR EACH RIGHTS SHARE, ON THE BASIS OF ONE (1) RIGHTS SHARE FOR EVERY THREE (3) EXISTING ORDINARY SHARES IN THE COMPANY HELD AS AT THE BOOKS CLOSURE DATE, FRACTIONAL ENTITLEMENTS TO BE DISREGARDED, AND THE ISSUE OF UP TO 819,442,375 FREE DETACHABLE WARRANTS (THE “WARRANTS”), EACH CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) NEW ORDINARY SHARE (THE “EXERCISED SHARE”) AT AN EXERCISE PRICE OF S\$0.04 FOR EACH EXERCISED SHARE, ON THE BASIS OF FIVE (5) WARRANTS FOR EVERY ONE (1) RIGHTS SHARE SUBSCRIBED FOR (COLLECTIVELY, THE “RIGHTS CUM WARRANTS ISSUE”)

IMPORTANT DATES AND TIMES

Last date and time for splitting	10 October 2016 at 5.00 p.m.
Last date and time for acceptance and payment	14 October 2016 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications (as defined herein))
Last date and time for renunciation and payment	14 October 2016 at 5.00 p.m.
Last date and time for excess application and payment	14 October 2016 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications (as defined herein))

IMPORTANT NOTES

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

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

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

For investors who hold Shares through finance companies or Depository Agents, acceptances of the Rights Shares with Warrants and (if applicable) application for excess Rights Shares with Warrants must be done through their respective finance companies or Depository Agents. Any application made directly through CDP, Electronic Applications, the Share Registrar and/or the Company will be rejected.

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

The existing Shares are quoted on Catalist.

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

No person has been authorised to give any information or to make any representations, other than those contained in this Offer Information Statement, in connection with the Rights cum Warrants Issue, the Rights Shares, the Warrants and the Exercised Shares, and if given or made, such information or representations must not be relied upon as having been authorised by the Company or the Sponsor. Save as expressly stated in this Offer Information Statement, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of the Company and/or the Group. Neither the delivery of this Offer Information Statement nor the issue of the Rights Shares with Warrants shall, under any circumstances, constitute a continuing representation, or give rise to any implication, that there has been no change in the affairs of the Company and/or the Group or any of the information contained herein since the date hereof. Where such changes occur after the date hereof and are material, or are required to be disclosed by law and/or the SGX-ST, the Company may make an announcement of the same to the SGX-ST and, if required, lodge a supplementary or replacement document with the SGX-ST acting as agent on behalf of the Authority. All Entitled

IMPORTANT NOTES

Shareholders should take note of any such announcement and, upon the release of such announcement or lodgement of such supplementary or replacement document, as the case may be, shall be deemed to have notice of such changes.

The Company or the Sponsor is not making any representation or warranty to any person regarding the legality of an investment in the Rights Shares with Warrants 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 or tax advice. Each prospective investor should consult his own professional or other adviser for business, legal or tax advice regarding an investment in the Rights Shares, the Warrants and/or the Shares.

The Sponsor makes no representation, warranty or recommendation whatsoever as to the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Exercised Shares, the Shares, the Company, the Group or any other matter related thereto or in connection therewith. Nothing in this Offer Information Statement or the accompanying documents shall be construed as a recommendation to accept and/or purchase the Rights Shares with Warrants and/or the Shares. Prospective subscribers of the Rights Shares with Warrants should rely on their own investigation of the financial condition and affairs of, and 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 its accompanying documents has been prepared solely for the purpose of the acceptance and subscription of the Rights Shares with Warrants under the Rights cum Warrants Issue and may not be relied upon by any person, other than Entitled Shareholders (and their renounees and Purchasers) to whom it is despatched by the Company or for any other purpose.

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

The distribution of this Offer Information Statement and/or its accompanying documents may be prohibited or restricted (either absolutely or subject to various securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of those jurisdictions. Shareholders or any other person having possession of this Offer Information Statement and/or its accompanying documents are advised to inform themselves of and observe such prohibitions and restrictions. Please refer to the section entitled “Eligibility of Shareholders to Participate in the Rights cum Warrants Issue” of this Offer Information Statement for further information.

Hong Leong Finance Limited, as the Sponsor, has given and has not withdrawn its written consent to the issue of this Offer Information Statement with the inclusion of its name and all references thereto, in the form and content in which it appears in this Offer Information Statement.

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DEFINITIONS

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

Companies within the Group

“Company”	:	Singapore eDevelopment Limited, formerly known as CCM Group Limited
“Group”	:	The Company and its Subsidiaries collectively
“SCDPL”	:	Singapore Construction & Development Pte. Ltd., previously known as CCM Property Pte. Ltd.
“SCPL”	:	Singapore Construction Pte. Ltd., a wholly owned Subsidiary of the Company incorporated in Singapore
“SeD Capital Group”	:	SeD Capital Pte. Ltd. together with its subsidiaries from time to time
“SeD Home”	:	SeD Home, Inc., a wholly owned direct Subsidiary of the Company incorporated in USA
“SeD Maryland”	:	SeD Maryland Development LLC, a wholly owned indirect Subsidiary of the Company incorporated in USA
“SeD Perth”	:	SeD Perth Pty Ltd, a wholly owned Subsidiary of the Company incorporated in Australia (previously known as CCM Perth Pty Ltd)
“Subsidiary”	:	A company which is for the time being a subsidiary of the Company, as defined under Section 5 of the Companies Act

Other Corporations and Agencies

“ACRA”	:	Accounting and Corporate Regulatory Authority
“Authority” or “MAS”	:	The Monetary Authority of Singapore
“CIPL”	:	CCM Industrial Pte. Ltd. (in liquidation), a company incorporated in Singapore which was formerly a wholly owned subsidiary of the Company. The Company completed the disposal of CIPL on 21 May 2014
“CDP”	:	The Central Depository (Pte) Limited
“HBD”	:	Hengfai Business Development Pte. Ltd.
“IRAS”	:	Inland Revenue Authority of Singapore
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Share Registrar”	:	Boardroom Corporate & Advisory Services Pte. Ltd.
“SIC”	:	The Securities Industry Council of Singapore
“Sponsor”	:	Hong Leong Finance Limited

DEFINITIONS

General

- “2014 Rights Issue”** : The issuance of 27,297,717,040 new Shares (comprising 13,648,858,520 rights shares and 13,648,858,520 bonus shares) at the issue price of S\$0.003 per rights share pursuant to a rights issue exercise which was completed in September 2014
- “2014 Warrants Issue”** : The issuance of Bonus Warrants and the Piggyback Warrants by the Company pursuant to a rights issue exercise which was completed in January 2014
- “ARE”** : Application and acceptance form for Rights Shares with Warrants and excess Rights Shares with Warrants to be issued to Entitled Depositors in respect of their provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue
- “ARS”** : Application and acceptance form for Rights Shares with Warrants to be issued to Purchasers of the provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue traded on the Catalist through the book-entry (scripless) settlement system
- “Associate”** : (a) In relation to any Director, chief executive officer, Substantial Shareholder or Controlling Shareholder (being an individual) means:
- (i) his immediate family;
 - (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
 - (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more; and
- (b) In relation to a Substantial Shareholder or a Controlling Shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more
- “ATM”** : Automated teller machine of a Participating Bank
- “Audit and Risk Management Committee”** : The audit and risk management committee of the Company for the time being, unless otherwise stated
- “Board” or “Board of Directors”** : The board of directors of the Company as at the Latest Practicable Date, or from time to time, as the case may be
- “Black Oak Land”** : The 136-acre parcel of land in Houston, Texas, which is the land in relation to the Black Oak Project

DEFINITIONS

“Black Oak Project”	:	A property development project of the Group located in Houston, Texas, USA
“Ballenger Run Project”	:	A property development project of the Group located in Frederick County, Maryland, USA
“Bonus Warrants”	:	The 1,711,300,000 free and transferrable warrants in registered form issued by the Company to the Shareholders on 2 January 2014. As at the Latest Practicable Date, there are 59,531,652 outstanding Bonus Warrants
“Books Closure Date”	:	5.00 p.m. on 27 September 2016, 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 provisional allotments of Rights Shares with Warrants of Entitled Scripholders and, in the case of Entitled Depositors, at and on which date their provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue are determined
“Catalist”	:	The sponsor-supervised listing platform of the SGX-ST
“Catalist Rules”	:	The SGX-ST Listing Manual Section B: Rules of Catalist, as amended or modified from time to time
“Circular”	:	The circular dated 31 August 2016 despatched by the Company in relation to the Rights cum Warrants Issue
“Closing Date”	:	14 October 2016 at 5.00 pm, being the last time and date for acceptance and/or excess application and payment, and renunciation and payment of the Rights Shares with Warrants under the Rights cum Warrants Issue through CDP or the Share Registrar; or 14 October 2016 at 9.30 pm, being the last time and date for acceptance and/or excess application and payment of the Rights Shares with Warrants under the Rights cum Warrants Issue through an Electronic Application
“Code” or “Take-over Code”	:	The Singapore Code on Take-overs and Mergers, as may be amended or modified from time to time
“Companies Act”	:	The Companies Act, Chapter 50 of Singapore, as may be amended or modified from time to time
“Concert Party Group”	:	Mr Chan Heng Fai and HBD
“Controlling Shareholder”	:	A Shareholder who: (a) holds directly or indirectly fifteen per cent. (15%) or more of the nominal amount of the Shares in the Company; or (b) in fact exercises control over the Company
“Deed Poll”	:	The deed poll executed by the Company constituting the Warrants and containing, <i>inter alia</i> , provisions for the protection of the rights and interests of the Warrantholders

DEFINITIONS

“Directors”	:	The directors of the Company as at the Latest Practicable Date, or from time to time, as the case may be
“EGM”	:	Extraordinary general meeting of the Company which was held at 10.00 a.m. on 15 September 2016 at Room 308, Level 3, Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593
“Electronic Application”	:	Acceptance of the Rights Shares with Warrants and (if applicable) application for excess Rights Shares with Warrants made through an ATM of a Participating Bank in accordance with the terms and conditions of the Offer Information Statement and the relevant procedures for electronic application at ATMs as set out in the Offer Information Statement or on the ATM screens
“Entitled Depositors”	:	Shareholders with Shares standing against their names in the Depository Register maintained by CDP as at the Books Closure Date and whose registered addresses with CDP are in Singapore as at the Books Closure Date or who have, at least 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 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
“EPS”	:	Earnings per Share
“Exchangeable Notes”	:	The exchangeable notes issued by the Company’s wholly owned Subsidiary, SCDPL (formerly known as CCM Property Pte. Ltd.), in 2014. For more information on the Exchangeable Notes, please refer to the circular to Shareholders dated 28 October 2013. As at the Latest Practicable Date, all of the Exchangeable Notes have been redeemed by the Company and there are no more Exchangeable Notes subsisting
“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 (5 th) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members of the Company is closed or is not a Market Day, in which event the Warrants shall expire on the date prior to closure of the Register of Members of the Company or on the immediately preceding Market Day, as the case

DEFINITIONS

- may be (but excluding such period(s) during which the Register of Warrantheolders may be closed), subject to the terms and conditions of the Warrants to be set out in the Deed Poll
- “Exercise Price”** : The price payable in respect of each Exercised Share upon the exercise of a Warrant shall be S\$0.04, subject to certain adjustments in accordance with the terms and conditions of the Warrants to be set out in the Deed Poll
- “Exercised Share(s)”** : Up to 819,442,375 new ordinary shares of the Company to be 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 to be set out in the Deed Poll
- “Existing Share Capital”** : The existing issued and paid-up share capital of the Company of 417,295,850 Shares as at the Latest Practicable Date
- “Foreign Purchasers”** : Persons purchasing the provisional allotments of Rights Shares with Warrants through the book-entry (scripless) settlement system whose registered addresses with CDP are outside Singapore
- “Foreign Shareholders”** : Shareholders with registered addresses outside Singapore as at the Books Closure Date and who have not, at least three (3) Market Days prior to the Books Closure Date, provided CDP or the Share Registrar, as the case may be, addresses in Singapore for service of notices and documents
- “FY”** : Financial year ended or ending 31 December, as the case may be, unless otherwise stated
- “HY”** : Half-financial year ended or ending 30 June, as the case may be, unless otherwise stated
- “Independent Shareholders”** : Shareholders who were deemed to be independent for the purposes of the Whitewash Resolution as at the date of the EGM
- “Information Technology Business” or “IT Business”** : The business of software and hardware development and technology services offering to end-users and businesses (including telecommunication services providers) in areas including (but not limited to) mobile internet and cloud computing technology
- “Investment Business”** : The business of investments in securities of companies with growth potential which may include equity, convertible securities and instruments such as bonds or funds. Details on the scope of the Investment Business can be found in the Company’s circular to Shareholders dated 16 November 2015
- “Issue Price”** : The issue price of the Rights Shares, being S\$0.04 for each Rights Share with Warrants

DEFINITIONS

“Latest Practicable Date”	:	21 September 2016, being the latest practicable date prior to the printing of this Offer Information Statement
“LPS”	:	Loss per Share
“Mandurah Project”	:	A property development project of the Group comprising residential sites in Mandurah City, Western Australia, where the Group plans to develop apartment units for sale
“Market Day”	:	A day on which the SGX-ST is open for trading in securities
“Maximum Issue Size”	:	The maximum issue size of the Rights cum Warrants Issue based on the Existing Share Capital and assuming that: <ul style="list-style-type: none">(i) 7,115,833 Piggyback Warrants and 33,626,871 Bonus Warrants (issued pursuant to the warrants issue announced by the Company on 6 August 2013) outstanding as at the Latest Practicable Date are exercised and 33,626,871 Piggyback Warrants which are issued pursuant to the exercise of the aforesaid 33,626,871 Bonus Warrants are exercised prior to the Books Closure Date;(ii) Mr Chan Heng Fai (the Executive Director, Chief Executive Officer and a Controlling Shareholder of the Company) and HBD (a Singapore incorporated company in which Mr Chan Heng Fai is the sole shareholder and a director) do not exercise any of their interest in 2,217,391 Piggyback Warrants and 25,904,781 Bonus Warrants; and(iii) all the outstanding Share Options issued by the Company have not been exercised, under the terms of their issue, into Shares.
“Maximum Scenario”	:	The scenario for the subscription of the Rights cum Warrants Issue assuming there is a full subscription by all Shareholders for all the Rights Shares with Warrants including the subscription by Mr Chan Heng Fai and HBD of their Rights Shares with Warrants entitlements (subject to the Whitewash Waiver)
“May 2016 Placement”	:	The subscription of 117,000,000 Shares by HBD pursuant to the placement exercise for which Shareholders’ approval had been obtained on 29 April 2016 and which was completed on 12 May 2016
“Minimum Scenario”	:	The scenario for the subscription of the Rights cum Warrants Issue assuming none of the other Shareholders (save for Mr Chan Heng Fai and HBD) subscribe for their entitlements to the Rights Shares with Warrants and/or apply for excess Rights Shares with Warrants; and Mr Chan Heng Fai and HBD subscribe for 67,333,333 Rights Shares with Warrants, and up to 71,765,284 Excess Rights Shares with Warrants under the Rights cum Warrants Issue
“NAV”	:	Net asset value

DEFINITIONS

“Net Proceeds”	:	The net proceeds of the Rights cum Warrants Issue
“NTA”	:	Net tangible assets
“NTL”	:	Net tangible liabilities
“Offer Information Statement”	:	This document to be lodged with the Authority pursuant to Section 277 of the SFA, including (where the context admits) the PAL, the ARE, the ARS and all other accompanying documents, including, where the context so admits, and any supplementary or replacement documents which may be issued by the Company in connection with the Rights cum Warrants Issue, and lodged with the SGX-ST acting as agent on behalf of the Authority in connection with the Rights cum Warrants Issue
“Original Guarantees”	:	Outstanding corporate guarantees issued by the Company for the benefit of CIPL which amounted to S\$16,617,628.25 as at the date of the sale and purchase agreement dated 16 May 2014 entered into by the Company, the Purchaser of CIPL and Mr Liew Sen Keong for, <i>inter alia</i> , the disposal of CIPL. As at the Latest Practicable Date, the total amount of the Original Guarantees outstanding is S\$0.51 million. Given that Original Guarantees have not been discharged as the back to back guarantees by the Purchaser of CIPL have not been put in place as at the Latest Practicable Date, the Company remains susceptible to the calls on outstanding Original Guarantees
“PAL” or “Provisional Allotment Letter”	:	The provisional allotment letter to be issued to Entitled Scripholders, setting out their provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue
“Participating Banks”	:	The banks that will be participating in the Rights cum Warrants Issue by making available their ATMs to Entitled Depositors for acceptances of the Rights Shares with Warrants and/or applications for excess Rights Shares with Warrants, namely United Overseas Bank Limited and its subsidiary, Far Eastern Bank Limited, each of them referred to as a “Participating Bank”
“Performance Share Plan”	:	The Company’s performance share plan, which was approved by Shareholders on 23 October 2014
“Piggyback Warrants”	:	The free and transferrable warrants in registered form issued by the Company pursuant to a valid exercise of the Bonus Warrants. The basis of allotment for the Piggyback Warrants is one (1) Piggyback Warrant for every one (1) Bonus Warrant validly exercised. As at the Latest Practicable Date, there are 9,333,224 outstanding Piggyback Warrants
“PRC”	:	The People’s Republic of China
“Property Development Business”	:	The business of property development in Singapore, the Asian region, the USA, Australia and Spain

DEFINITIONS

- “Purchaser”** : Person(s) purchasing the provisional allotment of Rights Shares with Warrants traded on the SGX-ST under the book-entry (scripless) settlement system whose registered address with CDP are within Singapore
- “Purchaser of CIPL”** : Raymond Brother Builder Pte Ltd, the purchaser of the entire equity interest in the CIPL from the Company. For details on the disposal of CIPL, please refer to the Company’s announcements dated 17 April 2014, 16 May 2014, 20 May 2014 and 21 May 2014
- “Record Date”** : In relation to any dividends, rights, allotment 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 the Securities Account of Shareholders must be credited with Shares, as the case may be, in order to participate in such dividends, rights, allotments or other distributions
- “Remaining Performance Bonds”** : Performance bonds issued by various financial institutions to ensure due performance of CIPL under its construction contracts in connection with which the Company had issued the Original Guarantees which are outstanding as at the Latest Practicable Date and amounted in aggregate to approximately S\$0.51 million
- “Rights”** : The “nil-paid” rights (evidenced by the provisional allotments of Rights Shares with Warrants)
- “Rights Announcements”** : The announcements made by the Company on 27 June 2016, 31 August 2016 and 2 September 2016 relating to the Rights cum Warrants Issue
- “Rights cum Warrants Issue”** : The renounceable non-underwritten rights issue by the Company of up to 163,888,475 Rights Shares at an issue price of S\$0.04, on the basis of one (1) Rights Share for every three (3) Shares held by the Shareholders as at the Books Closure Date, fractional entitlements to be disregarded, and the issue of up to 819,442,375 free detachable warrants each carrying the right to subscribe for one (1) Exercised Share at the Exercise Price on the basis of five (5) Warrants for every one (1) Rights Share subscribed for
- “Rights Mailing Address”** : Mailing address of Entitled Depositors maintained with CDP for the purpose of receiving the Rights cum Warrants Issue documents
- “Rights Shares”** : Up to 163,888,475 new Shares to be allotted and issued by the Company pursuant to the Rights cum Warrants Issue
- “Scripholders”** : Shareholders whose Shares are registered in their own names and whose share certificates are not deposited with CDP
- “Securities Account”** : Securities account maintained by a Depositor with CDP but does not include a securities sub-account maintained with a Depository Agent

DEFINITIONS

“SeD Share Option Scheme” or “Scheme”	:	The employee share option scheme of the Company as amended or modified from time to time
“SFA”	:	Securities and Futures Act, Chapter 289 of Singapore, as amended or modified from time to time
“Shareholders”	:	Registered holders of Shares in the register of Members of the Company or, where CDP is the registered holder, the term “Shareholders” shall, in relation to such Shares and where the context admits, mean the Depositors whose Securities Accounts are credited with those Shares. Any reference to Shares held by or shareholdings of Shareholders shall include Shares standing to the credit of their respective Securities Account
“Shares”	:	Ordinary shares in the capital of the Company
“Share Consolidation”	:	The share consolidation exercise undertaken in 2014 by the Company relating to the share consolidation of every one hundred (100) Shares into one (1) Share, fractional entitlements to be disregarded. Such exercise was completed on 7 November 2014
“Share Options”	:	Share options granted under the SeD Share Option Scheme on 31 December 2013 and 31 December 2014. For details on the Share Options, please refer to the Company’s announcements dated 31 December 2013 and 2 January 2015
“SIC Conditions”	:	Conditions imposed by the SIC to which the Whitewash Waiver is subject, details of which are set out in Section 4.4 of the Circular
“Substantial Shareholder”	:	A person who has an interest in the voting Shares (excluding treasury shares) in the Company, and the total votes attached to that Share, or those Shares, represent not less than 5.0% of all the voting Shares
“Undertaking Shareholders”	:	Mr Chan Heng Fai and HBD
“Undertakings”	:	The irrevocable undertakings dated 19 August 2016 given by the respective Undertaking Shareholders to the Company as disclosed in Section 2.11 of the Circular
“USA” or “US”	:	The United States of America
“Warrantholders”	:	Registered holders of the Warrants, except where the registered holder is CDP, the term “Warrantholders” shall, in relation to such Warrants and where the context admits, mean the Entitled Depositors whose Securities Accounts are credited with such Warrants
“Warrants”	:	Up to 819,442,375 free detachable warrants in registered form, to be allotted and issued by the Company together with the Rights Shares pursuant to the Rights cum Warrants Issue, and where the context so admits, such additional warrants as may be required or permitted to be allotted and issued by the Company pursuant to the terms and conditions

DEFINITIONS

of the warrants to be set out in the Deed Poll (any such additional warrants to rank *pari passu* with the warrants to be issued together with the Rights Shares and for all purposes to form part of the same series of warrants constituted by the Deed Poll), subject to the terms and conditions to be set out in the Deed Poll, each warrant entitling the holder thereof to subscribe for one (1) Exercised Share at the Exercise Price

- “Whitewash Resolution”** : The resolution which required approval by way of a poll by a majority of the Independent Shareholders present and voting at the EGM to waive their rights to receive a general offer for the Company from the Concert Party Group pursuant to Rule 14 of the Code and the Whitewash Waiver, further details of which are found in Section 4 of the Circular
- “Whitewash Waiver” or “SIC Waiver”** : The waiver granted by the SIC of the obligations of the Concert Party Group to make a mandatory general offer for the Company under Rule 14 of the Code in the event that the combined shareholdings of the Concert Party Group or the shareholding of any member of the Concert Party Group increases by more than 1% as a result of the Concert Party Group subscribing for or acquiring Rights Shares with Warrants pursuant to the Rights cum Warrants Issue. The waiver is subject to the satisfaction of the SIC Conditions, further details of which had been set out in Section 4.4 of the Circular

Currencies, Units and Others

- “A\$” and “Australian cents”** : Australian dollars and cents, respectively, being the lawful currency of Australia
- “S\$” and “cents”** : Singapore dollars and cents, respectively, being the lawful currency of Singapore
- “US\$” and “US cents”** : US dollars and cents, respectively, being the lawful currency of the United States of America
- “%” or “per cent.”** : Per centum or percentage

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

Words importing the singular shall, where applicable, include the plural and *vice versa* and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. A **“person”** shall, where applicable, include corporations.

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

Any reference to the time of day or date in this Offer Information Statement shall be a reference to Singapore time and dates unless otherwise stated.

DEFINITIONS

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

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

Any reference to “we”, “us” and “our” in this Offer Information Statement is a reference to the Group or any member of the Group as the context requires.

EXPECTED TIMETABLE OF KEY EVENTS

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

Shares trade ex-rights	:	23 September 2016 from 9.00 am
Books Closure Date	:	27 September 2016 at 5:00 pm
Despatch of Offer Information Statement (together with the ARE or PAL, as the case may be) to the Entitled Shareholders	:	30 September 2016
Commencement of trading of "nil-paid" Rights Shares with Warrants entitlements	:	30 September 2016 from 9.00 am
Last date and time for splitting Rights Shares with Warrants entitlements	:	10 October 2016 at 5.00 pm
Last date and time for trading of "nil-paid" Rights Shares with Warrants entitlements	:	10 October 2016 at 5.00 pm
Last date and time for acceptance and payment of Rights Shares with Warrants	:	14 October 2016 at 5.00 pm (9.30 pm for Electronic Applications through ATM of Participating Banks)
Last date and time for acceptance of and payment for Rights Shares with Warrants by renouncees	:	14 October 2016 at 5.00 pm
Last date and time for application and payment of excess Rights Shares with Warrants	:	14 October 2016 at 5.00 pm (9.30 pm for Electronic Applications through ATM of Participating Banks)
Expected date for issuance of Rights Shares and Warrants	:	21 October 2016
Expected date for crediting of Rights Shares	:	21 October 2016
Expected date for refund of unsuccessful applications (if made through CDP)	:	24 October 2016
Expected date for commencement of trading of Rights Shares	:	24 October 2016 from 9.00 am

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 and with the approval of the Sponsor, the SGX-ST and/or CDP, modify the timetable subject to any limitations under any applicable laws. In that event, the Company will publicly announce the same through a SGXNET announcement to be posted on the website of the SGX-ST at <http://www.sgx.com>.

Pursuant to Rule 820(1) of the Catalist Rules, the Rights cum Warrants Issue will not be withdrawn after the Shares have commenced ex-rights trading. Based on the above timetable, the Shares are expected to commence ex-rights trading on 23 September 2016 from 9.00 a.m.

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

(a) ENTITLED SHAREHOLDERS

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

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

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

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

Entitled Depositors should note that all correspondences and notices will be sent to their last registered addresses with CDP. Entitled Depositors who may wish to maintain a Rights Mailing Address with CDP for the purpose of receiving the Rights cum Warrants Issue documents should inform CDP in writing. Entitled Depositors are reminded that any request to CDP to register a Rights Mailing Address or any request to CDP to update its records for a new Rights Mailing Address or to effect any change in address must reach CDP, at 9 North Buona Vista Drive, #01-19/20, The Metropolis, Singapore 138588, not later than three (3) Market Days prior to the Books Closure Date.

Entitled Scripholders should note that all correspondences and notices will be sent to their last registered addresses with the Company. Entitled Scripholders are reminded that any request to the Company to update their records or effect any change in address must reach Singapore eDevelopment Limited, c/o Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, Singapore Land #32-01, Singapore 048623, not later than three (3) Market Days before the Books Closure Date. Entitled Scripholders may open Securities Accounts with CDP if they have not already done so and to deposit their share certificates with CDP prior to the Books Closure Date so that their Securities Accounts may be credited by CDP with their Shares and the provisional allotments of Rights Shares with Warrants. Entitled Scripholders should note that their Securities Accounts will only be credited with the Shares on the twelfth (12th) Market Day from the date of lodgement of the share certificates with CDP or such later date subject to the completion of the lodgement process.

For Entitled Depositors (which exclude Entitled Scripholders and investors who hold Shares through a finance company or Depository Agent), acceptances of the Rights Shares with Warrants and (if applicable) applications for excess Rights Shares with Warrants may be made through CDP or by way of an Electronic Application. For Entitled Scripholders, acceptances of the Rights Shares with Warrants and (if applicable) applications for excess Rights Shares with Warrants may be made through the Share Registrar. The acceptance and subscription of the Rights Shares with Warrants and (if applicable) applications for excess Rights Shares with Warrants must be done through the respective finance company or Depository Agent, for investors who hold Shares through a finance

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

company or Depository Agent. Any acceptance and/or application by such investors to accept the provisional allotments of Rights Shares with Warrants and (if applicable) apply for excess Rights Shares with Warrants made directly through CDP, the Share Registrar, the Company and/or by way of an Electronic Application will be rejected.

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

(b) FOREIGN SHAREHOLDERS

This Offer Information Statement and its accompanying documents relating to the Rights cum Warrants Issue have not been and will not be lodged, registered or filed in any jurisdiction other than in Singapore. The distribution of this Offer Information Statement and its accompanying documents may be prohibited or restricted (either absolutely or unless relevant securities requirements, whether legal or administrative, are complied with) in certain jurisdictions under the relevant securities laws of those jurisdictions. For practical reasons and in order to avoid any violation of the securities legislation applicable in countries other than Singapore, this Offer Information Statement and its accompanying documents have not been and will not be despatched to Foreign Shareholders or any jurisdictions outside Singapore.

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

This Offer Information Statement and its accompanying documents will also not be despatched to the Foreign Purchasers. Foreign Purchasers who wish to accept the provisional allotments of the Rights Shares with Warrants credited to their Securities Accounts should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore. Further, any renounee of an Entitled Scripholder, whose address as stated in the PAL is outside Singapore, will not be entitled to accept the provisional allotment of the Rights Shares with Warrants renounced to him. The Company further reserves the right to reject any acceptances of the Rights Shares with Warrants and/or any application for excess Rights Shares with Warrants where it believes, or has reason to believe, that such acceptance or application may violate the applicable legislation of any jurisdiction. The Company reserves the right to treat as invalid any ARE, ARS or PAL which (a) appears to the Company or its agents to have been executed in a jurisdiction outside Singapore which may violate the applicable legislation of such jurisdiction, (b) provides an address outside Singapore for the receipt of the share certificate(s) of the Rights Shares with Warrants or which requires the Company to despatch the share certificate(s) to an address in any jurisdiction outside Singapore or (c) purports to exclude any deemed representation or warranty.

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

The net proceeds from all such sales, after deduction of all expenses therefrom, will be pooled and thereafter distributed among Foreign Shareholders in proportion to their respective shareholdings or, as the case may be, the number of Shares standing to the credit of their respective Securities Accounts as at the Books Closure Date and sent to them at their own risk by ordinary post. If the

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

amount of net proceeds distributable to any single Foreign Shareholder is less than S\$10.00, such net proceeds will be retained or dealt with as the Directors may, in their absolute discretion, deem fit in the interests of the Company and no Foreign Shareholder shall have any claim whatsoever against the Company, the Sponsor, the Share Registrar or CDP in connection therewith.

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

If such provisional allotments of Rights Shares with Warrants cannot be sold or are not sold on Catalist as aforesaid for any reason by such time as the SGX-ST shall have declared to be the last day for trading in the provisional allotments of Rights Shares with Warrants, the Rights Shares with Warrants represented by such provisional allotments will be allotted and issued to satisfy excess applications or disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company and no Foreign Shareholder shall have any claim whatsoever against the Company or CDP in connection therewith.

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

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

The Rights Shares with Warrants which are not otherwise taken up or allotted for any reason shall be used to satisfy excess Rights Shares with Warrants applications (if any) as the Directors may, in their absolute discretion, deem fit in the interest of the Company. All fractional entitlements to the Rights Shares with Warrants will be disregarded in arriving at the Entitled Shareholders' entitlements and will, together with provisional allotments which are not taken up or allotted for any reasons, be aggregated and used to satisfy excess Rights Shares with Warrants applications (if any) or otherwise disposed or dealt with in any manner as the Directors may, in their absolute discretion, deem fit in the interest of the Company. In the allotment of any excess Rights Shares with Warrants, preference will be given to the rounding of odd lots. Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue, or have representation on the Board (whether direct or through a nominee) will rank last in priority for the rounding of odd lots and allotment of excess Rights Shares with Warrants.

TRADING

1. LISTING OF AND QUOTATION FOR THE RIGHTS SHARES AND THE EXERCISED SHARES

On 2 September 2016, the Company obtained the listing and quotation notice from the SGX-ST for the listing of and quotation for up to 163,888,475 Rights Shares and up to 819,442,375 Exercised Shares on Catalist, subject to certain conditions. The listing and quotation notice granted by the SGX-ST for the dealing in, listing of and quotation for the Rights Shares and the Exercised Shares on Catalist is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Exercised Shares, the Company, its Subsidiaries and their securities.

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

It should be noted that the Warrants will not be listed and quoted on the Catalist. Accordingly, holders of Warrants will not be able to trade their Warrants on the Catalist. However, if holders of Warrants were to exercise their rights, subject to the terms and conditions of the Warrants, to exercise their Warrants into Exercised Shares, such Exercised Shares will be listed and quoted on the Catalist.

2. ARRANGEMENTS FOR SCRIPLESS TRADING

To facilitate scripless trading, Entitled Scripholders and their renounees who wish to accept the Rights Shares with Warrants provisionally allotted to them and (if applicable) apply for excess Rights Shares with Warrants under the book entry (scripless) settlement system should open and maintain Securities Accounts with CDP in their own names (if they do not already maintain such Securities Accounts) in order that the number of Rights Shares may be credited by CDP into their Securities Accounts. Entitled Scripholders and their renounees who wish to accept and/or apply for the Rights Shares with Warrants and the excess Rights Shares with Warrants and have their Rights Shares credited by CDP into their Securities Accounts must fill in their Securities Account numbers and/or National Registration Identity Card ("NRIC")/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL. Entitled Scripholders and their renounees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or who have provided incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or whose particulars provided in the forms comprised in the PAL differ from those particulars in the Securities Accounts currently maintained with CDP, will be issued physical certificates for the Rights Shares with Warrants allotted to them in their own names and if applicable, the excess Rights Shares with Warrants allotted to them. Physical certificates if issued, will be forwarded to Entitled Scripholders by ordinary post at their own risk but will not be valid for delivery pursuant to trades done on Catalist under the book-entry (scripless) settlement system, although they will continue to be prima facie evidence of legal title.

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

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

TRADING

3. TRADING OF SHARES OF COMPANIES LISTED ON CATALIST

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

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 “anticipate”, “believe”, “could”, “estimate”, “expect”, “forecast”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “will” and “would” or similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the Group’s expected financial position, operating results, business strategy, plans and future prospects of the Group’s industry are forward-looking statements. These forward-looking statements, including 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 and/or future results, performance or achievements to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements.

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

Further, the Company and the Sponsor 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. Where such developments, events or circumstances occur after the lodgment of this Offer Information Statement with the SGX-ST, acting as an agent on behalf of the Authority or are required to be disclosed by law and/or the SGX-ST, the Company may make an announcement of the same via SGXNET and, if required, lodge a supplementary or replacement document with the SGX-ST, acting as agent on behalf of the Authority.

The Company is also subject to the provisions of the Catalist Rules regarding corporate disclosure.

TAKE-OVER LIMITS

The Code regulates the acquisition of ordinary shares of public companies, including the Company. Unless exempted, any person acquiring an interest, either on his own or together with parties acting in concert with him, in 30.0% or more of the voting rights in the Company or if such person holds, either on his own or together with parties acting in concert with him, between 30.0% to 50.0% (both inclusive) of the voting rights in the Company, and acquires additional Shares representing more than 1.0% in the Company in any six-month period, must extend a mandatory take-over offer for the remaining Shares in the Company in accordance with the provisions of the Code. In addition to such person, each of the principal members of the group of persons acting in concert with him may, according to the circumstances of the case, have the obligation to extend an offer.

Shareholders who are in doubt as to their obligations, if any, to make a mandatory take-over offer under the Code as a result of any acquisition of Rights Shares with Warrants pursuant to the Rights cum Warrants Issue should consult the SIC and/or their professional advisers.

As at the date of the Undertakings, the Concert Party Group (Mr Chan Heng Fai and HBD) held an aggregate of 202,000,000 Shares representing approximately 48.4% of the Existing Share Capital, and the Concert Party Group has undertaken to subscribe for 67,333,333 Rights Shares with Warrants, and up to 71,765,284 Excess Rights Shares with Warrants (subject to availability) under the Rights cum Warrants Issue pursuant to the Undertakings.

To evaluate the likelihood of the Concert Party Group acquiring Rights Shares with Warrants such that the Concert Party Group increases its shareholding and voting rights in the Company by more than 1% (the “**1% Threshold**”) as a result of the Rights cum Warrants Issue, an analysis of the shareholding interest of the Concert Party Group is set out below for illustration purposes only. The analysis will include a maximum and a minimum scenario based on the following assumptions:

- (a) **Maximum Scenario.** This scenario assumes the Maximum Issue Size and that there is a full subscription by all Shareholders for all the Rights Shares with Warrants including subscription by the Concert Party Group of their Rights Shares with Warrants entitlements. Further, under this Maximum Scenario, two sub-scenarios will be considered. The first sub-scenario assumes that all shareholders including the Concert Party Group fully exercise all their Warrants into Exercised Shares and second sub-scenario assumes that only the Concert Party Group fully exercises all their Warrants into Exercised Shares;
- (b) **Minimum Scenario.** This scenario assumes the Maximum Issue Size and that none of the Shareholders (save for the Concert Party Group) subscribes for any of their Rights Shares with Warrants entitlements and only the Concert Party Group subscribes for 67,333,333 Rights Shares with Warrants, and up to 71,765,284 Excess Rights Shares with Warrants under the Rights cum Warrants Issue; and the Concert Party Group fully exercises their Warrants into Exercised Shares.

	Shareholding interest of the Concert Party Group in the Company's enlarged issued share capital			
	Before the Rights cum Warrants Issue		After the Rights cum Warrants Issue and exercise of Warrants	
	No. of Shares	%⁽¹⁾	No. of Shares	%
Maximum Scenario				
• All shareholders (including the Concert Party Group) exercise their Warrants	202,000,000	41.08	605,999,998	41.08
• Only the Concert Party Group exercises their Warrants	202,000,000	41.08	605,999,998	61.08

TAKE-OVER LIMITS

	Shareholding interest of the Concert Party Group in the Company's enlarged issued share capital			
	Before the Rights cum Warrants Issue		After the Rights cum Warrants Issue and exercise of Warrants	
	No. of Shares	%⁽¹⁾	No. of Shares	%
Minimum Scenario	202,000,000	41.08	1,036,591,702	78.16

Note:

- (1) Assuming the Maximum Issue Size whereby the Company's enlarged issued share capital will become 491,665,425 Shares, the shareholding of the Concert Party Group will be diluted to 41.08% before the Rights cum Warrants Issue.

As illustrated above:

- (a) Under the Maximum Scenario and assuming that there is a full subscription for all the Rights Shares with Warrants and all Shareholders (including the Concert Party Group) fully exercise all their Warrants into Exercised Shares, the Concert Party Group's shareholding shall remain at 41.08% after the Rights cum Warrants Issue and upon exercise of their Warrants.
- (b) Under the Maximum Scenario and assuming that only the Concert Party Group fully exercises all their Warrants into Exercised Shares, the Concert Party Group's shareholding may increase from 41.08% to 61.08% after the Rights cum Warrants Issue. This would therefore exceed the 1% Threshold after the Rights cum Warrants Issue and upon exercise of their Warrants.
- (c) Under the Minimum Scenario, after the acquisitions of 139,098,617 Rights Shares pursuant to their Undertakings and upon the exercise of all their Warrants, the Concert Party Group's shareholding may increase from 41.08% to 78.16%, after the Rights cum Warrants Issue. This would therefore exceed the 1% Threshold after the Rights cum Warrants Issue and upon exercise of their Warrants.

In addition to the above scenarios, assuming that:

- (i) none of the Company's outstanding convertible securities (i.e. the Piggyback Warrants, Bonus Warrants and Share Options) are exercised by Shareholders prior to the Books Closure Date; and
- (ii) none of the Shareholders (save for the Concert Party Group) subscribes for any of their Rights Shares with Warrants entitlements and only the Concert Party Group subscribes for 67,333,333 Rights Shares with Warrants, and up to 71,765,284 Excess Rights Shares with Warrants under the Rights cum Warrants Issue and the Concert Party Group fully exercises their Warrants into Exercised Shares,

the Concert Party Group's shareholding may increase from 48.41% to 82.80% after the Rights cum Warrants Issue. This would therefore exceed the 1% Threshold after the Rights cum Warrants Issue and upon exercise of their Warrants.

The fulfilment of Mr Chan Heng Fai and HBD of their obligations under the Undertakings may result in the Concert Party Group acquiring Rights Shares resulting in them increasing their shareholding and voting rights in the Company by more than the 1% Threshold. In such event, the Concert Party Group would incur an obligation to make a mandatory general offer for the Company pursuant to Rule 14 of the Code unless such obligation is waived by the SIC.

TAKE-OVER LIMITS

Accordingly, an application was made by the Company to the SIC for, *inter alia*, a waiver of the obligations of the Concert Party Group to make a mandatory general offer for the Company under Rule 14 of the Code as a result of their subscription of 67,333,333 Rights Shares with Warrants and up to 71,765,284 Excess Rights Shares with Warrants (subject to availability) under the Rights cum Warrants Issue and the exercise of their Warrants. On 5 August 2016, the SIC granted the Whitewash Waiver subject to the satisfaction of the SIC Conditions set out in Section 4.4 of the Circular.

On 15 September 2016, the Whitewash Resolution was approved by way of a poll by a majority of the Independent Shareholders present and voting at the EGM to waive their rights to receive a general offer for the Company from the Concert Party Group pursuant to Rule 14 of the Code.

As at the Latest Practicable Date, the Concert Party Group holds an aggregate of 202,000,000 Shares, representing approximately 48.4% of the Existing Share Capital.

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PART II: IDENTITY OF DIRECTORS, ADVISERS AND AGENTS

Directors

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

Name of Director	Address	Designation
Basil Chan	77 West Coast Grove, Sun Grove, Singapore 127877	Independent Director and Non-Executive Chairman
Chan Heng Fai	11 Maryland Drive, Singapore 277508	Executive Director and Chief Executive Officer
Chan Tung Moe	60 Duchess Avenue, #01-03, Duchess Crest, Singapore 269201	Executive Director
Chan Yu Meng	23A St. Patrick's Road, Singapore 424145	Independent Director
Tao Yeoh Chi	44 Recreation Road, Singapore 546533	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.

Issue Manager	:	Not applicable.
Underwriter	:	Not applicable.
Legal Adviser to the Rights cum Warrants Issue	:	Shook Lin & Bok LLP 1 Robinson Road #18-00 AIA Tower Singapore 048542

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Registrars and Agents

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

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

Transfer Agent : Not applicable.

Receiving Banker : United Overseas Bank Limited
80 Raffles Place
UOB Plaza 1
Singapore 048624

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PART III: OFFER STATISTICS AND TIMETABLE

Offer Statistics

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

Method of Offer: Renounceable non-underwritten rights issue.

Basis of allotment: One (1) Rights Share for every three (3) existing Shares held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded, and five (5) Warrants for every one (1) Rights Share subscribed for.

Number of Rights Shares with Warrants: Up to 163,888,475 Rights Shares with up to 819,442,375 free detachable Warrants.

Method and Timetable

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

Please see paragraphs 3 to 7 of this Part below.

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 lodgment of the offer information statement, describe the arrangements for announcing the definitive time, date or period. State the circumstances under which the offer period may be extended or shortened, and the duration by which the period may be extended or shortened. Describe the manner in which any extension or early closure of the offer period shall be made public.
-

Please refer to the section entitled “**Expected Timetable of Key Events**” of this Offer Information Statement.

The timetable under the section entitled “**Expected Timetable of Key Events**” of this Offer Information Statement may be subject to such modifications as the Company may, with the approval of the SGX-ST, decide, subject to any limitation under any applicable laws. As at the Latest Practicable Date, the Company does not expect the timetable to be modified. The Company will publicly announce any modification to the timetable through a SGXNET announcement to be posted on the SGX-ST website at <http://www.sgx.com>.

Acceptances should be made in the manner set out in this Offer Information Statement as well as the applicable PAL, the ARE or the ARS. Please refer to Appendices III, IV and V of this Offer Information Statement, the PAL, the ARE and the ARS for details of the procedures for acceptance, splitting, application, renunciation payment and/or sale of the Rights Shares with Warrants.

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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.

The Rights Shares with Warrants and/or the excess Rights Shares with Warrants (as the case may be) are payable in full upon acceptance and/or application. The detailed procedure for, and the terms and conditions applicable to, acceptances, renunciation and/or sales of the Rights Shares with Warrants and for the application of excess Rights Shares with Warrants, including the different modes of acceptances or application and payment are contained in Appendices III, IV and V of this Offer Information Statement, the PAL, the ARE and the ARS.

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

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

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

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

After the receipt of valid acceptances, excess applications and payments for the Rights Shares with Warrants by the Closing Date, the relevant certificates are expected to be despatched within ten (10) Market Days from the Closing Date. The Rights Shares will be registered in the name of CDP and will be held by CDP for and on behalf of Shareholders who maintain either directly or through Depository Agents, Securities Accounts with CDP. It is expected that CDP will send to the relevant subscriber, at his own risk, a notification letter showing the number of Rights Shares credited to the relevant subscriber's Securities Account.

In the case of Entitled Shareholders who apply for Rights Shares with Warrants, if, *inter alia*, an incorrect or invalid Securities Account number is furnished to CDP, physical certificates will be despatched to such subscribers.

In the case of Entitled Scripholders and their renounees with valid acceptances for Rights Shares with Warrants and successful applications for excess Rights Share with Warrants, physical certificates will be despatched to such subscribers within ten (10) Market Days from the Closing Date, at their own risk, by ordinary post to their mailing addresses in Singapore maintained with the Share Registrar.

In respect of the Warrants, which will not be traded on the SGX-ST, physical certificates in respect of the Warrants are expected to be despatched to the respective Entitled Shareholders within ten (10) Market Days from the Closing Date.

Please refer to Appendices III, IV and V of this Offer Information Statement, the PAL, the ARE and the ARS for more information.

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- 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.**
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Not applicable as 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 Company will announce the results of the allotment or allocation of the Rights Shares with Warrants, as soon as it is practicable after the Closing Date, through a SGXNET announcement to be posted on the Internet at the SGX-ST website <http://www.sgx.com>.

In the case of acceptance for Rights Shares with Warrants and/or application for excess Rights Shares with Warrants which are invalid, or if an Entitled Shareholder applies for excess Rights Shares with Warrants but no excess Rights Shares with Warrants are allotted to that Entitled Shareholder, or if the number of excess Rights Shares with Warrants allotted to that Entitled Shareholder is less than the number applied for, the amount paid on application, or the surplus application monies, as the case may be, will be refunded to the relevant Entitled Shareholder, Purchaser or their renounee by the Company (in the case of Entitled Scripholders) or CDP (in the case of Entitled Depositors and Purchasers) on behalf of the Company without interest or any share of revenue or other benefit arising therefrom within three (3) business days after the commencement of trading of the Rights Shares by any one or a combination of the following:

- (a) by crediting the relevant applicant's bank account with the relevant Participating Bank, at the applicant's own risk, if the applicant accepted and/or applied by way of Electronic Application, the receipt by such bank being a good discharge by the Company and CDP of their obligations, if any, thereunder; and/or
- (b) by means of a crossed cheque drawn in Singapore currency on a bank in Singapore and sent by ordinary post at the relevant applicant's own risk to the applicant's mailing address as maintained with CDP or the Share Registrar, as the case may be or in such other manner as the relevant applicant may have agreed with CDP for the payment of any cash distributions.

The details of refunding excess amounts paid by applicants are contained in Appendices III, IV and V of this Offer Information Statement and in the PAL, ARE and the ARS.

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PART IV: KEY INFORMATION

Use of Proceeds from Offer and Expenses Incurred

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

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

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.**
-

Based on the Issue Price, and assuming the Maximum Scenario, the Company will issue 163,888,475 Rights Shares and 819,442,375 Warrants. Prior to the exercise of the Warrants, the Rights cum Warrants Issue will raise approximately S\$6.56 million and the Net Proceeds, after deducting estimated expenses of approximately S\$150,000, will amount to approximately S\$6.41 million. In the event that all the Warrants are exercised, the Rights cum Warrants Issue will raise approximately S\$39.33 million and the Net Proceeds, after deducting estimated expenses of approximately S\$150,000 will amount to approximately S\$39.18 million.

Based on the Issue Price, and assuming the Minimum Scenario, the Company will issue 139,098,617 Rights Shares and 695,493,085 Warrants. Prior to the exercise of the Warrants, the Rights cum Warrants Issue will raise approximately S\$5.56 million and the Net Proceeds, after deducting estimated expenses of approximately S\$150,000 will amount to approximately S\$5.41 million. In the event that all Warrants are exercised, the Rights cum Warrants Issue will raise approximately S\$33.38 million and the Net Proceeds, after deducting estimated expenses of approximately S\$150,000 will amount to approximately S\$33.23 million.

All Net Proceeds will go to the Company for allocation to the principal intended uses set out in paragraph 3 below.

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 amount that the Undertaking Shareholders are to pay to the Company pursuant to the Undertakings is S\$5,563,945. As disclosed in the Circular, the Undertaking Shareholders have made an advance payment of an aggregate of S\$5,563,945 as at the date of the Circular in respect of the amounts payable by them to the Company under the Rights cum Warrants Issue pursuant to the Undertakings.

Assuming the Maximum Scenario, the Company will issue 163,888,475 Rights Shares and 819,442,375 Warrants. The Rights cum Warrants Issue will raise approximately S\$6.56 million if none of the Warrants are exercised or approximately S\$39.33 million if all of the Warrants are

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exercised. The Net Proceeds, after deducting estimated expenses of approximately S\$150,000, will amount to approximately S\$6.41 million if none of the Warrants are exercised or approximately S\$39.18 million if all of the Warrants are fully exercised.

Assuming the Minimum Scenario, the Company will issue 139,098,617 Rights Shares and 695,493,085 Warrants. The Rights cum Warrants Issue will raise approximately S\$5.56 million if none of the Warrants are exercised or approximately S\$33.38 million if all of the Warrants are exercised. The Net Proceeds, after deducting estimated expenses of approximately S\$150,000, will amount to approximately S\$5.41 million if none of the Warrants are exercised or approximately S\$33.23 million if all of the Warrants are exercised.

The Net Proceeds from the Rights cum Warrants Issue will be used towards the Group's Property Development Business, Information Technology Business, Investment Business and general working capital in the following manner and proportion:

Use of Proceeds	Percentage of Net Proceeds (%)	
	Maximum Scenario	Minimum Scenario
Funding the Group's property development projects including the Black Oak Project, the Mandurah Project, the Ballenger Run Project and other property related businesses under the Group's Property Development Business	75 to 80	25 to 30
Funding of the Group's Information Technology Business including HotApp	0 to 5	20 to 25
Funding the Group's Investment Business	1 to 5	1 to 5
General working capital	15 to 20	45 to 50
Total	100	100

Pending the deployment of the Net Proceeds for the purposes mentioned above, such proceeds may be deposited with banks or financial institutions, invested in short-term money markets or marketable securities or used for any other purpose on a short-term basis as the Directors may deem appropriate in the interests of the Group.

In the reasonable opinion of the Directors, there is no minimum amount that needs to be raised from the Rights cum Warrants Issue taking into consideration the intended use of proceeds.

In deciding to undertake this Rights cum Warrants Issue, the Directors had taken into consideration the nature of the Group's current and proposed business, the funding requirements, the fund raising exercises over the past two (2) years prior to the date of the Rights Announcement on 27 June 2016, the use of proceeds from those fund raising exercises, the shareholder's loan from HBD as described in Section 2.9 of the Circular, the advanced payment of subscription monies for the present Rights cum Warrants Issue made by the Undertaking Shareholders and the balance proceeds remaining.

The Company will make periodic announcements and subsequently provide a status report in the Company's half and full year financial statements issued under Rule 705 of the Catalyst Rules and the Company's annual report on the utilisation of the proceeds of the Rights cum Warrants Issue, and as and when the proceeds from the Rights cum Warrants Issue are materially disbursed or utilised. Where proceeds are to be used for working capital purposes, the Company will disclose a

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breakdown with specific details on the use of proceeds for working capital in the Company's announcements and in the status reports.

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

Under the Minimum Scenario, for each dollar of the Net Proceeds of approximately S\$5.41 million that will be raised from the Rights cum Warrants Issue (assuming no Warrant is yet exercised) or approximately S\$33.23 million that will be raised from the Rights cum Warrants Issue (assuming all Warrants are exercised), the Company will allocate:

- (a) approximately 25 to 30 Singapore cents for funding the Group's property development projects including the Black Oak Project, the Mandurah Project, the Ballenger Run Project and other property related businesses under the Group's Property Development Business;
- (b) approximately 20 to 25 Singapore cents for funding of the Group's Information Technology Business including HotApp;
- (c) approximately 1 to 5 Singapore cents for funding the Group's Investment Business; and
- (d) approximately 45 to 50 Singapore cents for general working capital.

Under the Maximum Scenario, for each dollar of the Net Proceeds of approximately S\$6.41 million that will be raised from the Rights cum Warrants Issue (assuming no Warrant is yet exercised) or approximately S\$39.18 million that will be raised from the Rights cum Warrants Issue (assuming all Warrants are exercised), the Company will allocate:

- (a) approximately 75 to 80 Singapore cents for funding the Group's property development projects including the Black Oak Project, the Mandurah Project, the Ballenger Run Project and other property related businesses under the Group's Property Development Business;
 - (b) up to 5 Singapore cents for funding of the Group's Information Technology Business including HotApp;
 - (c) approximately 1 to 5 Singapore cents for funding the Group's Investment Business; and
 - (d) approximately 15 to 20 Singapore cents for general working capital.
-

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.

Save for the Company's intention to deploy a portion of the Net Proceeds for the Group's Property Development Business, Information Technology Business and Investment Business (which may involve the acquisition of assets), the Net Proceeds will not be used, directly or indirectly, to acquire or refinance the acquisition of an asset other than in the ordinary course of business.

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- 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.**

Save for the Company's intention to deploy a portion of the Net Proceeds for the Group's Property Development Business, Information Technology Business and Investment Business as described in paragraph 3 above, the Net Proceeds will not be used to finance or refinance the acquisition of another business.

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

Not applicable. The proceeds from the Rights cum Warrants Issue will be used primarily for the purposes as described in paragraph 3 above. No material part of the proceeds to be raised from the Rights cum Warrants Issue will be used to discharge, reduce or retire any indebtedness of the Group.

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

Not applicable. The Rights cum Warrants Issue is not underwritten and no placement or selling agent has been appointed in relation to the Rights cum Warrants Issue.

Information on the Relevant Entity

- 9. Provide the following information:**

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

Registered office (and principal place of business) : 10 Winstedt Road
#02-02
Singapore 227977

Telephone : +65 6333 9181

Facsimile : +65 6333 9164

- (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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As at the Latest Practicable Date, the nature of the operations and principal activities of the Group's business can be categorised into the following segments:

- (i) Property Development Business;
- (ii) Information Technology Business; and
- (iii) Investment Business.

As at the Latest Practicable Date, the Subsidiaries of the Company and their principal activities are as follows:

Name of Subsidiary	Country of incorporation	Principal activities	Effective equity interest held
Directly held by the Company			
SeD Perth Pty Ltd	Australia	Property development	100%
SeD Home, Inc.	USA	Property development	100%
Singapore Construction & Development Pte. Ltd.	Singapore	Property development	100%
Global Techfund of Fund Pte. Ltd. (formerly known as Cloudtech International Pte. Ltd.)	Singapore	Dormant	100%
HotApp International, Inc.	USA	Investment holding	98.17%
SeD Capital Pte. Ltd.	Singapore	Investment holding	100%
BMI Capital Partners International Limited	Hong Kong	Investment holding	100%
Held by BMI Capital Partners International Limited			
SeD Capital Shanghai Co., Ltd.	PRC	Dormant	100%
Held by SeD Capital Shanghai Co. Ltd.			
SeD Capital Qingdao Investment Co., Ltd.	PRC	Dormant	100%
Held by SeD Capital Pte. Ltd.			
SeD Global Investment Pte. Ltd.	Singapore	Dormant	100%
Held by Singapore Construction & Development Pte. Ltd.			
Singapore Construction Pte. Ltd.	Singapore	Dormant	100%
Art eStudio Pte. Ltd.	Singapore	Dormant	51%

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Name of Subsidiary	Country of incorporation	Principal activities	Effective equity interest held
Held by SeD Home, Inc.			
SeD Development Management, LLC	USA	Property development	85%
SeD Development USA, Inc.	USA	Property development	100%
SeD Ballenger, LLC	USA	Property development	100%
SeD USA, LLC	USA	Property development	100%
SeD Texas, LLC	USA	Property development	100%
SeD Builder, LLC	USA	Property development	100%
Held by SeD Ballenger, LLC			
SeD Maryland Development, LLC	USA	Property development	83.55%
Jointly held by SeD Development, USA, Inc. and 150 Black Oak GP, Inc.			
150 CCM Black Oak LP	USA	Property development	69%
Held by SeD USA, LLC			
150 Black Oak GP, Inc	USA	Property development	50%
Held by Global Techfund of Fund Pte. Ltd.			
CloudTV Pte. Ltd.	Singapore	Dormant	100%
Held by HotApp International, Inc.			
HotApps International Pte. Ltd.	Singapore	Marketing of information technologies	98.17%
Held by HotApps International Pte. Ltd.			
HotApps Call Pte. Ltd.	Singapore	Dormant	98.17%
HotApps International Limited.	Hong Kong	Sales and marketing of mobile application	98.17%
Guangzhou HotApps Technology Ltd	PRC	Sales, marketing and support services of mobile application	98.17%

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

The general development 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.

General developments in FY2013

In April 2013, the Company entered into a subscription agreement with HBD whereby the Company proposed to raise capital by issuing an aggregate of 35,000,000 new Shares to HBD at the issue price of S\$0.086 per Share. Upon completion of the subscription, HBD, which is wholly-owned by Mr Chan Heng Fai, became the second-largest Shareholder of the Company.

In June 2013, the Company entered into subscription and placement agreements with certain investors to place 44,000,000 Shares at S\$0.092 for each Share to raise gross proceeds of S\$4,048,000. The placement of the aforementioned 44,000,000 Shares was completed on 21 June 2013.

In August 2013, the Company announced, amongst others, the incorporation of CCM Property Pte. Ltd. (which is now known as SCDPL), the diversification of the Group's business to include the Property Development Business and the Investment Business, the 2014 Warrants Issue, the proposed issue of the Exchangeable Notes and the proposed adoption of the SeD Share Option Scheme. The aforementioned matters had been approved by Shareholders at the extraordinary general meeting of the Company held on 20 November 2013.

On 23 October 2013, the Company entered into a subscription agreement with SCDPL and Phillip Securities Pte Ltd whereby SCDPL had agreed to issue the Exchangeable Notes and Phillip Securities Pte Ltd had agreed on a best endeavours basis to procure the subscription and purchase of the notes at the Exchangeable Notes' issue price.

On 31 December 2013, the Company announced the grant of an aggregate of 19,690,300 Share Options to certain directors of the Company at the time.

General developments in FY2014

The Company issued 1,711,300,000 Bonus Warrants on 2 January 2014 pursuant to the 2014 Warrants Issue as approved by Shareholders at the extraordinary general meeting of the Company held on 20 November 2013. Before the 2014 Rights Issue, 615,789,000 Bonus Warrants have been exercised and 615,789,000 Piggyback Warrants have been issued pursuant to the exercise of 615,789,000 Piggyback Warrants and 444,182,000 out of 615,789,000 Piggyback Warrants have been exercised. There were 171,607,000 outstanding Piggyback Warrants and 1,095,511,000 outstanding Bonus Warrants before the 2014 Rights Issue. Subsequently, pursuant to Rule 829 of the Catalist Rules and the terms and conditions of the deed polls in relation to the Bonus Warrants and Piggyback Warrants (collectively, the "2014 Deed Polls"), the Company had been required to make adjustments to the Bonus Warrants and Piggyback Warrants pursuant to the 2014 Rights Issue.

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A total of 4,858,352,976 additional adjustment Bonus Warrants and 761,039,713 additional adjustment Piggyback Warrants were issued to the relevant Bonus Warrantholders and Piggyback Warrantholders on 20 October 2014. Following the aforementioned issuance of additional Bonus Warrants and Piggyback Warrants, there were, in aggregate, 5,953,863,976 Bonus Warrants and 932,646,713 Piggyback Warrants. Before the Share Consolidation in 2014, 679,345 Bonus Warrants had been exercised and 679,345 Piggyback Warrants had been issued pursuant to the exercise of 679,345 Bonus Warrants. There were 5,953,184,631 outstanding Bonus Warrants and 933,326,058 outstanding Piggyback Warrants before 2014 Share Consolidation. Taking into account the terms and conditions of the Bonus Warrants and Piggyback Warrants as set out in the 2014 Deed Polls and the formulae set out in Condition 5 of the respective 2014 Deed Polls, there are 59,531,652 outstanding Bonus Warrants and 9,333,224 outstanding Piggyback Warrants after the Share Consolidation. As at the Latest Practicable Date, there are 59,531,652 Bonus Warrants and 9,333,224 Piggyback Warrants outstanding.

In January 2014, the Company announced the proposed acquisition of SCPL for an aggregate consideration of S\$2.00 as a new arm of the Group engaging in the construction business. The acquisition of SCPL was completed in March 2014.

On 23 January 2014, the Company entered into a loan agreement with Mr Liew Sen Keong for an interest-free loan of up to S\$3,000,000 to the Company.

In February 2014, the Company announced that it had, through SCDPL, invested US\$4.3 million (equivalent to approximately S\$5.46 million at the time) from the net proceeds raised from the exercise of Bonus Warrants and Piggyback Warrants for the acquisition of the Black Oak Land. In April 2014, the Company announced that it had secured five of the larger parcels out of seven proposed parcels of land comprising the Black Oak Land. In July 2014, the Company had acquired all seven parcels of land comprising the Black Oak Land and submitted an engineering plan to the local planning authorities to obtain approval to sub-divide the Black Oak Land into 545 lots.

In February 2014, SCDPL issued the Exchangeable Notes, which had been approved by Shareholders at the extraordinary general meeting of the Company held on 20 November 2013. Exchangeable Notes in aggregate principal amounts of S\$2,500,000 and S\$500,000 were placed to Mr Chan Heng Fai, the Executive Director and Chief Executive Officer of the Company, and Mr Teh Wing Kwan, a Non-Executive Director of the Company at the time, respectively. An Exchangeable Note in the aggregate principal amount of S\$500,000 was placed to Dr Toh Soon Huat, a Substantial Shareholder of the Company as at the Latest Practicable Date. The net proceeds of the issue of the Exchangeable Notes had been fully utilised as at 15 July 2014. For details of the utilisation of the net proceeds from the issue of Exchangeable Notes, please refer to the announcement of the Company dated 15 July 2014. As at 30 June 2016, all of the Exchangeable Notes had been redeemed.

In March 2014, CIPL, then a wholly-owned subsidiary of the Company, received a notice of termination of contract in respect of a building contract for the proposed erection of a 32-storey commercial building at 70 Shenton Way (Eon Shenton). The Company had provided an indemnity to an insurer against claims and/or expenses incurred by the insurer in connection with a performance bond granted by the insurer to secure CIPL's performance of the building contract. This indemnity was called on by the insurer and on 4 April 2014, the Company announced that it had reallocated approximately S\$4.734 million of the proceeds raised from the exercise of the Bonus Warrants and the Piggyback Warrants to fulfill the Company's obligations in respect of the indemnity.

On 27 March 2014, SeD Perth (previously known as CCM Perth Pty Ltd) had lodged formal offers to conduct property development on the last four lots available in the Mandurah Ocean Marina development in Perth, Western Australia. The Group purchased three of the four lots at A\$1.33 million with partial bank financing for the purposes of the Mandurah Project. As at August 2014, the Group had decided not to acquire the fourth lot.

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In April 2014, CIPL, then a wholly-owned subsidiary of the Company, received a notice of termination of the building contract for the proposed erection of a 23-storey residential flat at 6 Jalan Ampas, Singapore. The Company had provided an indemnity to an insurer against all claims incurred by the insurer in connection with a performance bond issued by The Overseas Assurance Corporate Limited (“**OAC**”) in relation to the building project. The indemnity was called on by OAC and on 10 June 2014, the Company entered into an agreement and secured the settlement of the performance bond with OAC, with the aggregate amount of the settlement fixed at S\$3,352,500.00. The Company had used the net proceeds from the 2014 Warrants Issue to make full payment of the settlement amount to OAC.

On 9 April 2014, SCPL, CIPL (a wholly-owned subsidiary of the Company at the time) and Mr Liew Sen Keong (a Director of the Company at the time) entered into a contracting services agreement for the appointment of SCPL as a subcontractor for CIPL to provide subcontracting services necessary for CIPL to obtain temporary occupation permits in respect of the building works at Jurong West Neighbourhood 2 Contract 19 and the proposed erection of a 4-storey single user warehouse development with ancillary office on the second to fourth mezzanine floors on Lot 4180N of Mukim 07 at Tuas Bay Drive (the “**Tuas Project**”).

On 10 April 2014, SCPL entered into a conditional and binding heads of agreement with Hauslab Holdings Pte. Ltd. and Hauslab Design & Build Pte. Ltd. (collectively, the “**Hauslab Group**”) for the appointment of SCPL as a sub-contractor and main contractor for existing and new construction projects of the Hauslab Group respectively.

On 17 April 2014, the Company entered into a heads of agreement with Mr Liew Sen Keong (a director of the Company at the time) and CIPL for the disposal of CIPL to Mr Liew Sen Keong for an aggregate consideration of S\$1.00. On 16 May 2014, the Company entered into a sale and purchase agreement with the Purchaser of CIPL and Mr Liew Sen Keong (who had stepped down as a director of the Company with effect from 28 April 2014) for, *inter alia*, the disposal of CIPL for the aggregate consideration of S\$1.00. The Company had completed the disposal of CIPL on 21 May 2014.

In April 2014, CIPL (a wholly-owned subsidiary of the Company at the time) was served with an originating summons issued by the High Court of Singapore, taken out by a trade creditor of CIPL, requesting for a winding up order to be made against CIPL in respect of an alleged claim of S\$238,450.69 and the appointment of a liquidator for CIPL. The Company had completed the disposal of CIPL on 21 May 2014.

In April 2014, the Company was informed that SHC Insurance Pte Ltd (“**SHC**”) had been called on to pay monies in respect of a performance bond issued by SHC in favour of Pan Asia Logistics Investments Pte. Ltd., the owner of the Tuas Project, on the grounds of alleged breaches by CIPL (then a wholly-owned subsidiary of the Company) of the building contract in respect of the Tuas Project. The Company had provided an indemnity to SHC against claims and/or expenses incurred by SHC in connection with the performance bond granted by SHC to secure CIPL’s performance of the building contract. In August 2014, the Company secured a settlement with SHC for an aggregate amount fixed at S\$4,331,500. The Company had used the net proceeds from the 2014 Rights Issue to make full payment of the settlement amount to SHC.

In April 2014, the Company announced that it proposed to undertake the 2014 Rights Issue which was approved by Shareholders in August 2014. In September 2014, the Company issued 27,297,717,040 new shares (comprising 13,648,858,520 rights shares and 13,648,858,520 bonus shares) at the issue price of S\$0.003 per rights share.

In April 2014, the Company received Shareholders’ approval to expand the geographical scope of the Property Development Business to include, in addition to Singapore and the Asian region, the USA, Australia and Spain, at an extraordinary general meeting of the Company held on 28 April 2014.

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In June 2014, the Company received Shareholders' approval to expand the scope of the Investment Business to include investments in securities of companies with growth potential which may include equity, convertible securities and instruments such as bonds or funds at an extraordinary general meeting of the Company held on 18 June 2014.

On 5 August 2014, the Company received Shareholders' approval for the 2014 Rights Issue, the whitewash resolution in connection with the 2014 Rights Issue, the change of the Company's name to "Singapore eDevelopment Limited" and the diversification into the Information Technology Business.

On 5 August 2014, the Company changed its name from "CCM Group Limited" to "Singapore eDevelopment Limited".

On 12 August 2014, the Company announced the appointment of Hong Leong Finance Limited as the Catalyst continuing sponsor of the Company in place of PrimePartners Corporate Finance Pte. Ltd. with effect from 12 August 2014.

On 12 August 2014, the Company entered into a non-binding memorandum of understanding with Mr Chan Heng Fai and Mr Jacky Zhuang, to acquire from Mr Chan Heng Fai and Mr Jacky Zhuang the entire equity interest in Cloudtel Pte. Ltd. (the "**Cloudtel MOU**"). The Cloudtel MOU was not legally binding. The Cloudtel MOU was terminated by mutual agreement on 2 February 2015.

On 12 August 2014, the Company entered into a conditional sale and purchase agreement with Mr Chan Heng Fai to acquire from Mr Chan Heng Fai the entire issued and paid-up share capital of HotApps International Pte. Ltd. ("**HotApps Acquisition**"). The HotApps Acquisition was completed on 27 August 2014.

On 27 August 2014, the Company announced that it would make adjustments to the Bonus Warrants, the Piggyback Warrants and the Exchangeable Notes as a result of the 2014 Rights Issue. The adjustments to the Bonus Warrants and the Piggyback Warrants arising from the carrying out of the 2014 Rights Issue were completed in October 2014.

On 2 September 2014, the Company announced that 150 CCM Black Oak, Ltd, ("**Black Oak**") a Texas limited partnership which is effectively 60% held by the Company, had revised the engineering plan submitted to the local planning authorities to obtain approval to sub-divide the Black Oak Land into 398 lots instead of 545 lots after taking into account of additional local planning requirements and larger individual land lot size. Further, as at the date of such announcement, Black Oak had in the ordinary course of business entered into binding sale and purchase agreements (the "**SPAs**") with independent third parties ("**Black Oak Purchasers**") for the sale of an aggregate of 140 lots on the Black Oak Land to the Black Oak Purchasers following the construction development and project development of the lots, for an aggregate consideration of US\$20.72 million (approximately S\$25.88 million, based on the exchange rate of US\$1:S\$1.249 at the time), or at an average of US\$148,000 per lot, subject to the terms and conditions of the SPAs (for the purposes of this paragraph, the "**Sale**"). Black Oak also received an aggregate of US\$800,000 in deposit monies from the Black Oak Purchasers which may, in accordance with the terms and conditions of the SPAs, be refunded to and/or set off against the consideration payable by the Purchasers under the Sale.

On 3 September 2014, the Company entered into a term sheet with Fragmented Industry Exchange Inc (now known as HotApp International Inc.) ("**FIE**") and Global Bridge Partners Inc. for the proposed acquisition by FIE of the entire issued and paid-up share capital of HotApps International Pte. Ltd. for the consideration of US\$700 million, which shall be satisfied by the issuance of common stock and perpetual preferred stock by FIE to the Company and the grant of a call option of shares in FIE by its shareholders to the Company. In October 2014, the Company entered into a conditional sale and purchase agreement with FIE for the said transaction, which was completed on 21 October 2014.

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On 25 September 2014, the Company announced that it was proposing to undertake a share consolidation of every one hundred (100) Shares into one (1) Share, fractional entitlements to be disregarded (the “**Share Consolidation**”). The Company obtained Shareholders’ approval for the Share Consolidation on 23 October 2014 and the Share Consolidation was completed on 7 November 2014.

On 25 September 2014, the Company announced that it was proposing to adopt a performance share plan. The Company obtained Shareholders’ approval for the performance share plan on 23 October 2014.

On 25 September 2014, the Company announced that it was proposing to issue up to S\$300,000,000 in aggregate principal amount of 8 per cent. (8.0%) unsubordinated perpetual bonds. The Company subsequently did not proceed with the proposed issuance of the perpetual bonds.

On 29 September 2014, the Company announced the incorporation by the Group of CloudTech International Pte. Ltd..

On 3 November 2014, the Company announced that it would make adjustments to the Bonus Warrants, the Piggyback Warrants and the Exchangeable Notes pursuant to the Share Consolidation. The adjustments to the Bonus Warrants and the Piggyback Warrants pursuant to the Share Consolidation were completed in November 2014.

On 28 November 2014, the Company announced the changes of names of the following Subsidiaries:

- (i) CCM Property Pte Ltd was to be renamed as Singapore Construction & Development Pte Ltd;
- (ii) CCM Perth Pty. Ltd. was to be renamed as SeD Perth Pty. Ltd.;
- (iii) CCM USA LLC was to be renamed as SeD USA LLC; and
- (iv) CCM Development USA, Inc was to be renamed as SeD Development USA, Inc..

On 15 December 2014, the Company announced further updates on the Black Oak Project. Black Oak had made a further revision in its submitted engineering plan to sub-divide the Black Oak Land into 365 lots, instead of 398 lots in order to create a more suitable mix of lot sizes with a bias towards larger lots and to allow for additional district improvements (“**Plan Changes**”). Further, an additional 81 lots on the Black Oak Land had been sold under a new binding sale and purchase agreement with an independent third party for an aggregate of approximately US\$8.1 million. The Company had also successfully negotiated participation in the reimbursement of certain development costs, relating to water and sewage infrastructure to be built within Black Oak Project, and sales to the district as part of district improvements. The amount of reimbursements would depend on the actual costs incurred by Black Oak and on the final specifications approved the relevant agencies. In connection with the additional scope and a delay in bank financing pursuant to the Plan Changes, the Group had agreed to extend a loan in the form of a bridging loan of US\$6.1 million to Black Oak (“**Bridging Loan**”). The Bridging Loan was secured by first lien over the Black Oak Land, bearing interest at 15% per annum and repayable upon the closings of Black Oak Phase One sale lots or upon securing external refinancing (whichever is earlier). The Bridging Loan was funded with the net proceeds of the 2014 Rights Issue. In consideration of the provision of the Bridging Loan by the Group, the other limited partners of Black Oak had agreed to transfer an aggregate of 4% of equity interests in Black Oak to the Group and thus increased the Group’s effective equity interest in Black Oak to 64%.

On 15 December 2014, the Company also announced that the Group had entered into a sale and purchase agreement with a property developer based in Houston, Texas, USA, to purchase 27 tenanted single-family homes located in Houston, Texas, USA.

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General developments in FY2015

On 2 January 2015, the Company announced that an adjustment had been made to the number and exercise price of the then-existing Share Options following the issuance of shares pursuant to the 2014 Warrants Issue, the 2014 Rights Issue and the Share Consolidation.

On 2 January 2015, the Company announced the grant of 796,000 Share Options to a director of the Company at the time.

On 8 January 2015, the Company announced further updates in relation to the change of name of FIE to HotApp International Inc., an acquisition of additional shares in HotApp International Inc. and the extension of a short-term loan of S\$5.25 million to HotApp International Inc., principally for the purposes of software development, marketing and general working capital. The Company had capitalised its short-term loan into new shares in HotApp International Inc. in July 2015.

In January 2015, SeD Maryland entered into a set of agreements with NVR Inc. to purchase a property identified as "Ballenger Run" for a consideration of US\$15.65 million and to subsequently sell to NVR Inc. 443 single-family residential lots in Ballenger Run for an estimated projected amount of US\$59.8 million.

On 2 February 2015, the Company announced the incorporation by the Group of HotApp Guangzhou Technology Limited Company and HotApps Call Pte Ltd.

On 18 March 2015, the Company announced the incorporation by the Group of CloudTv Pte. Ltd..

On 30 March 2015, the Company announced the incorporation by the Group of SeD Home USA, Inc. and HotApp International Limited.

In April 2015, the Company was served with a Writ of Summons and a Statement of Claim by the solicitors acting for Mr Liew Sen Keong (for the purposes of this paragraph, the "**Plaintiff**"), a former executive director of the Company, claiming for the sum of S\$1,500,000 from an original S\$3,000,000 unsecured interest-free loan granted by the Plaintiff to the Company in 2014, and interests and costs. The Company had formally counterclaimed against the Plaintiff for contribution in the sum of S\$2,093,250 relating to a personal guarantee given by the Plaintiff as well as for damages amounting to S\$8,489,889 as at 28 April 2015 due to performance bonds called and indemnified by the Company in relation to the outstanding corporate guarantees issued by the Company for the benefit of CIPL. The Company was successful in obtaining summary judgment in the Suit No. 257 of 2015 ("**Suit**") which was upheld on appeal whereby the Company was given judgment for the sum of S\$593,250 plus costs of the appeal. The rest of the Company's counterclaim against the Plaintiff had proceeded to trial. Please refer to the Company's announcements dated 2 April 2015, 21 July 2015, 20 October 2015 and 4 November 2015 for further information in this regard.

On 14 April 2015, the Company announced an adjustment made to the exchange price of the Exchangeable Notes.

On 20 May 2015, the Company issued a profit-participating private bond (the "**Private Bond**") maturing in 2017 to Ms Camielle Fan as the bond subscriber. Proceeds of US\$2 million were raised from the issue of the Private Bond and were intended for the purposes of the Group's property development projects in the USA.

On 26 May 2015, the Company announced the incorporation by the Group of SeD Capital Pte. Ltd. and SeD Global Investment Pte. Ltd..

In May 2015, the Company and Guotsing Holding Group Co., Ltd entered into a strategic co-operation agreement to co-operate and jointly pursue projects of mutual interests in the areas of finance, engineering, construction and business investment in geographical areas spanning from Asia to North America and Africa.

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In May 2015, the Company and QingJian International Group Co., Ltd (“**Qingjian**”), a subsidiary of Guotsing Holding Group Co., Ltd, entered into a memorandum of understanding to collaborate and develop the Ballenger Run Project. In October 2015, SeD Maryland entered into and completed a membership interest purchase agreement with, *inter alia*, CNQC Maryland Development LLC (“**CNQC Maryland**”) pursuant to which SeD Maryland issued to CNQC Maryland (as the nominee of Qingjian) equity membership representing 16.45% of the total outstanding membership interests in SeD Maryland for a consideration of US\$2.5 million.

In June 2015, the Company was informed by Compagnie Francaise d’Assurance pour le Commerce Extérieur (“**COFACE**”) that COFACE has been called upon to pay monies in respect of a performance bond issued by COFACE in favour of the Housing Development Board (“**HDB**”), the owner of the building works at Jurong West Neighbourhood 2 Contract 19. The Company had provided an indemnity to COFACE against claims and/or expenses incurred by COFACE in connection with the performance bond granted by COFACE to secure CIPL’s performance of the building contract in respect of the building works. On 30 June 2015, the Company secured a settlement with COFACE, with the demanded sum of S\$2,812,033.62 to be paid to COFACE on or before 1 July 2016 in instalments. The Company had on 26 November 2015 been informed by COFACE that HDB had further demanded payment of a sum of S\$596,216.38. Pursuant to the 30 June 2015 settlement, the Company shall pay COFACE the additional amount of S\$596,216.38 from 1 August 2016 to 1 January 2017 by way of monthly instalment payments.

On 15 June 2015, the Company announced that it had acquired 100% of the issued share capital in BMI Capital Partners International Limited and its wholly-owned subsidiary, SeD Capital Shanghai Co. Ltd., for a cash consideration of HK\$1.00 from Mr Chan Heng Fai. Following the above-mentioned acquisition, BMI Capital Partners International Limited became a wholly owned direct Subsidiary of the Company and SeD Capital Shanghai Co. Ltd. became a wholly owned indirect Subsidiary of the Company.

On 16 June 2015, the Company and Mr Fan, Ben entered into a placement agreement for the issue of 15,000,000 new Shares to Mr Fan, Ben at an issue price of S\$0.081 per Share. The placement of shares to Mr Fan, Ben was completed on 20 July 2015.

On 22 June 2015, as part of the Group’s long-term growth strategy, the Company had announced the establishment of SeD Development Management LLC, which will be engaged in provision of property development and project management services in USA. The Group also announced the mutual termination of the service agreements with Inter-American Development LLC in relation to the Black Oak Project and Ballenger Run Project. The Company also announced the change of name by SeD Home USA, Inc. to SeD Home, Inc..

On 22 July 2015, the Company announced the proposed expansion of its Investment Business, which was approved by Shareholders at an extraordinary general meeting held on 10 December 2015.

On 23 July 2015, the Company announced the incorporation by the Group of SeD Ballenger LLC, SeD Texas LLC and SeD Development LLC. The Company also announced the internal reorganisation of the Group’s property division in the USA, with the view to better streamline the business activities to achieve efficiency, productivity and synergies in its USA operations. Such internal reorganisation would be carried out such that all investments and projects in the Company’s USA property division will be held under SeD Home.

On 27 July 2015, the Company announced a proposed renounceable non-underwritten rights issue by the Company of up to 1,998,327,125 rights shares at an issue price of S\$0.03, on the basis of five (5) rights shares for every one (1) Share held by Shareholders, fractional entitlements to be disregarded, and the issue of up to 1,998,327,125 free detachable warrants carrying the right to subscribe for one (1) exercised share at an exercise price of S\$0.03 on the basis of one (1)

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Warrant for every one (1) Rights Share subscribed for (the “**2015 Proposed Rights cum Warrants Issue**”). The 2015 Proposed Rights cum Warrants Issue was not approved by Shareholders at the extraordinary general meeting held on 10 December 2015.

On 21 August 2015 the Company entered into a loan agreement with its wholly-owned Subsidiary, SeD Home and HBD (the “**Loan Agreement**”). Pursuant to the Loan Agreement, HBD had agreed to grant an interest-free loan facility of up to US\$15,000,000 to SeD Home. As at the Latest Practicable Date, SeD Home has drawn down US\$10,500,000 under the said loan facility. Pursuant to the terms of the Loan Agreement, HBD may elect, acting in its absolute discretion, for SeD Home and/or the Company to repay or satisfy all or any part of the outstanding amounts disbursed under the loan facility by any combination of the following methods, provided always that all regulatory requirements including but not limited to the Catalist Rules and the Take-over Code, and the requirement of the approval of the Shareholders (if necessary) are complied with:

- (i) Cash repayment in immediately available funds; and/or
- (ii) Set off against any consideration payable by HBD and/or its nominees:
 - a. to SeD Home for the issuance of new shares of SeD Home (“**SeD Home Shares**”) to HBD and/or its nominees at the issue price based on the net asset value of SeD Home; and/or
 - b. to the Company for the transfer of existing SeD Home Shares at the consideration based on the net asset value of SeD Home.

On 16 September 2015, the Company announced that additional time had been requested for further environmental investigation and preparation of a closure report to the Maryland Department of the Environment in relation to the Ballenger Run Project. Accordingly, SeD Maryland and NVR Inc. had agreed to vary their agreement to accommodate the new timetable.

On 6 October 2015, the Company announced that SeD Maryland had entered into and completed a membership interest purchase agreement with, *inter alia*, CNQC Maryland Development LLC (“**CNQC Maryland**”), pursuant to which SeD Maryland issued CNQC Maryland (as the nominee of Qingjian International) equity membership interest representing 16.45% of projected total equity fund required by SeD Maryland. All the balance equity interest in SeD Maryland is held by SeD Ballenger, LLC, an indirect, wholly-owned Subsidiary of the Company.

On 1 December 2015, the Company announced that its Subsidiary, SeD Maryland had on 25 November 2015 completed the acquisition of the 197-acre land in Frederick County, Maryland, USA for the Ballenger Run Project for a consideration of US\$15.65 million. The consideration was funded in part from a US\$5.6 million deposit from NVR Inc. and the balance of US\$10.05 million in cash partially, from a total equity contribution of US\$15.2 million by SeD Ballenger and CNQC Maryland (the nominee of Qingjian International). Under a membership interest purchase agreement, SeD Ballenger and CNQC Maryland had contributed US\$12.70 million and US\$2.50 million for 83.55% and 16.45% in equity interest of SeD Maryland respectively. SeD Ballenger’s contribution of US\$12.70 million was partially funded by a cash injection from a drawdown of US\$10.50 million against a US\$15.00 million interest-free credit facility granted by HBD to SeD Home Inc, who is the sole shareholder of SeD Ballenger and a wholly-owned Subsidiary of the Company. Of the remaining balance of US\$2.20 million contribution, US\$1.6 million was funded from the net proceeds from the 2014 Rights Issue and the balance of US\$0.6 million was funded from the working capital. The Company also announced that SeD Maryland had on 23 November 2015 secured a construction loan from the Bank of Hampton Roads to finance the construction and development of the initial phase of the Ballenger Run Project.

On 4 December 2015, the Company announced that it had been informed by MSIG Insurance (Singapore) Pte. Ltd (“**MSIG**”), an insurance company and issuer of a performance bond relating to a term contract between CIPL and National Parks Board (“**NPB**”) for the maintenance and

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upgrading works of park facilities in Conservation, Singapore Botanic Gardens, Streetscape and Horticulture & Community Gardening divisions, that NPB had demanded and obtained payment of S\$152,509.68 from MSIG under the performance bond. The Company had provided an indemnity to MSIG against claims and/or expenses incurred by MSIG in connection with the performance bond granted by MSIG to secure CIPL's performance of the building works. The Company had provided the indemnity in relation to its legacy construction business under CIPL, a previously wholly-owned subsidiary of the Company that was disposed on 21 May 2014.

On 9 December 2015, the Company announced that Black Oak had obtained a US\$6 million construction loan from Revere High Yield Fund, LP (the "**Revere Construction Loan**"), which was secured by a lien over the land under the Black Oak Project and repayable in full before 1 October 2016.

On 9 December 2015, the Company referred to its announcement of 15 December 2014 in relation to the purchase of 27 tenanted single-family homes located in Houston, Texas, USA, and provided an update that the Group has since acquired 27 such homes and received purchase interest for all of them as at the date of the announcement. The Company updated that the Group had since completed the majority of home sales and expected to close all remaining sales by the end of 2016. In addition, the Company announced that as part of the Group's home incubation projects, SeD Builder, LLC, a wholly-owned Subsidiary of the Company, had purchased a terraced residential property in Washington DC, USA for renovation and resale in November 2015.

On 30 December 2015, the Company announced that SeD Capital Shanghai Co. Ltd., a wholly owned Subsidiary of the Company, had acquired the entire equity interest of SeD Capital Qingdao Investment Co., Ltd. ("**SeD Capital Qingdao**") for a cash consideration of RMB 1.00. SeD Capital Qingdao is a company incorporated under the laws of the PRC and it was intended that it shall be principally engaged in capital market and investment related businesses in the PRC.

General developments in HY2016 and up to the Latest Practicable Date

On 19 January 2016, the Company announced a restructuring of the activities of the Group's Information Technology Business. Due to the termination of the 2015 Proposed Rights Cum Warrants Issue which was not approved at the extraordinary general meeting of the Company on 10 December 2015, the Company had decided to streamline and restructure the operations of HotApp by significantly reducing its development and marketing personnel and marketing activities over the next three months. Notwithstanding the operational restructuring, development and maintenance works would not be stopped entirely but it was envisaged that critical and essential programmes would continue to be streamlined until and unless new external funding can be secured.

On 29 January 2016, the Company announced the proposed placement of 117,000,000 new Shares to HBD at an issue price of S\$0.06 for each such Share, for the aggregate consideration of S\$7,020,000. The placement was subject to Shareholders' approval which was obtained at an extraordinary general meeting held on 29 April 2016. The placement to HBD was completed on 11 May 2016.

On 29 January 2016, the Company announced the proposed redemption of all twenty then-existing Exchangeable Notes by using part of the proceeds from the abovementioned placement of 117,000,000 new Shares to redeem such Exchangeable Notes.

On 29 February 2016, the Company made an announcement referring to a previous investment in unquoted equity securities of a newly incorporated and privately held property realtor company in Hong Kong with operations in Hong Kong, the PRC, Taiwan and Japan. Pursuant to a review of the investment and with the concurrence from the auditors of the Company, the Group designated Fanss MORE Group Limited ("**FanssMORE**") as an associate of the Group.

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On 21 March 2016, the Company announced that it had entered into a supplemental agreement on 17 March 2016 with Ms Camielle Fan to revise the terms and conditions of the Private Bond such that the Company may, at its sole discretion, redeem the Private Bond in whole or in part by giving not less than 3 days' written notice to the holder of the Private Bond. The Company redeemed US\$1 million from the principal amount of the Private Bond on 21 March 2016.

On 24 March 2016, the Company made an announcement providing an update on the Black Oak Project. The sharp fall in global crude oil prices had affected general sentiments in Houston, which is a major oil and gas hub. In addition, due to various factors including the delay in securing construction financing which had led to delays in achieving certain specific construction milestones, some of the builders had terminated their Lot Sales and Purchase Agreements with Black Oak. As a result of these terminations, the number of Black Oak's lots pre-sold had reduced from 61% to 16%. Concurrently, Black Oak was negotiating with various parties interested to take up the available planned lots under the project.

On 29 April 2016, the Shareholders of the Company approved the adoption of the new Constitution of the Company in replacement of the previous memorandum and articles of association of the Company, so as to align the constitutive documents of the Company with the recent updates to the Companies Act which took effect in two phases on 1 July 2015 and 3 January 2016.

On 27 June 2016, the Company announced that it proposed to undertake the Rights cum Warrants Issue. On 5 August 2016, the Company announced the receipt of the Whitewash Waiver. Subsequently, the Rights cum Warrants Issue was approved by Shareholders at the EGM on 15 September 2016.

On 27 June 2016, the Company announced a proposed capital reduction exercise to be undertaken by the Company and on 31 August 2016, further announced that it would be carried out after the completion of the Rights cum Warrants Issue.

On 15 July 2016, the company announced that it proposed to acquire 74,015,730 shares representing 99.96% interest in HomeOwnUSA Inc. from Cloudbiz International Pte. Ltd. for a consideration of S\$98,000. HomeOwnUSA Inc. is an Over-The-Counter company in Nevada, USA, which is currently dormant. Upon completion of the proposed acquisition of HomeOwnUSA Inc., it will be engaged in activities related to the Group's Property Development Business in the USA. As HomeOwnUSA Inc. is an Over-The-Counter company, this may facilitate the Group's future fund raising exercises in the USA and also serve as a platform for other future property development related businesses.

On 19 August 2016, the Company announced that the Group intended to cease its operations in Shanghai and Qingdao in the PRC, due to recent changes in the rules and regulations for investment businesses in China. In connection therewith, the Group intends to close down its two Subsidiaries in Shanghai and Qingdao, namely SeD Capital Shanghai Co., Ltd. and SeD Capital Qingdao Investment Co., Ltd..

On 19 August 2016, the Company announced that the Group intended for a new subsidiary to be incorporated as a wholly-owned subsidiary of SeD Home, Inc., which is in turn a wholly-owned Subsidiary of the Company. Such subsidiary would be incorporated in Hong Kong under the name "SeD Home Limited" with an issued and paid-up share capital of HK\$1.00 and which shall be principally engaged in marketing, selling and handling the sales of homes developed by the Group in the USA.

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

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

As at the Latest Practicable Date, the equity capital and loan capital of the Group is as follows:

Issued and paid-up share capital of the Company : S\$75,364,468 divided into 417,295,850 Shares

Loan capital of the Group : S\$32.6 million, the composition and background of which are set out below:

- i. In November 2015, for the Ballenger Run Project, the Group obtained a US\$8 million (equivalent to approximately S\$10.8 million) construction loan facility which was secured by a lien over the land related to the Ballenger Run Project and a cash deposit of US\$2.6 million (equivalent to approximately S\$3.5 million) and which is repayable in full before 22 November 2018. The interest rate is based on one month LIBOR + 380 basis points adjusted monthly during the loan term until maturity, with a floor interest rate of 4.5% per annum. As of the Latest Practicable Date, US\$2.1 million (equivalent to approximately S\$2.8 million) has been drawn down and remains outstanding.
- ii. In October 2015, for the Black Oak Project, a short-term construction loan of US\$6.0 million (equivalent to approximately S\$8.1 million) was fully drawn down from a private equity fund (the “Lender”) and is secured by a lien over the land related to the Black Oak Project. The fully drawn down amount is held by the Lender who will subsequently disburse the funds either directly to the Group or to the project’s contractor for the purpose of paying the cost and expenses in relation to the properties under development. The loan is repayable in full before 1 October 2016 and the Group shall be entitled to extend this loan for six calendar months up to 1 April 2017 upon written notice to the Lender. The interest rate is fixed at 13% per annum.
- iii. In 2015, a US\$15 million (equivalent to approximately S\$20.2 million) loan facility was provided by HBD. As at the Latest Practicable Date, US\$10.5 million (equivalent to approximately S\$14.2 million) has been drawn down to finance a land purchase. The loan facility is unsecured, interest-free and the outstanding loan of US\$10.5 million is repayable in full before 31 December 2016.

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

- iv. On 20 May 2015, the Company issued an 8% US\$2 million (equivalent to approximately S\$2.7 million) profit participating private bond (i.e. the “**Private Bond**”) maturing in 2017 to Ms Camielle Fan. The Private Bond confers a right for the bondholder to receive in aggregate 30% of the net profit after tax received from the Group’s property developments projects in the USA, attributable directly to the proportion of the bondholder’s funds invested in these property development projects. US\$1 million (equivalent to approximately S\$1.3 million) had been redeemed by the Company in May 2016. The outstanding amount under the Private Bond as at the Latest Practicable Date is US\$1 million (equivalent to approximately S\$1.3 million). Written notice has been received by the Company to fully redeem the bond by 23 November 2016.
- v. The Group had obtained an A\$0.6 million (equivalent to approximately S\$0.6 million) short-term loan from an Australian financial institution for land purchases for development in Mandurah (South of Perth), Western Australia. The loan is secured with a mortgage against the land and personal guarantees from the Chief Executive Officer of the Company and the executive directors of SeD Perth Pty Ltd. The loan is repayable on 30 June 2017 and bears variable interest rate, currently at 6.15% per annum, determined as a weighted average of various prevailing market rates.
- vi. As at the Latest Practicable Date, the Undertaking Shareholders have made an advance payment of an aggregate of approximately S\$5.6 million in respect of the amounts payable by them to the Company under the Rights cum Warrants Issue pursuant to the Undertakings. Such advance payment will be set off against the amounts payable by Mr Chan Heng Fai and HBD in respect of the subscription of their aforementioned subscriptions if the Rights cum Warrants Issue is completed.

(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;
-

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

As at the Latest Practicable Date, the interest of the Substantial Shareholders in the Shares, based on information recorded in the Register of Substantial Shareholders maintained by the Company are as follows:

	Direct Interest		Deemed Interest		Total Interest	
	No. of Shares	% ⁽¹⁾	No. of Shares	% ⁽¹⁾	No. of Shares	% ⁽¹⁾
Directors						
Chan Heng Fai ⁽²⁾	46,750,000	11.20	155,250,000	37.21	202,000,000	48.41
Substantial Shareholders (other than Directors)						
Hengfai Business Development Pte. Ltd. (formerly known as Hengfai Strategic Investment Pte. Ltd.)	155,250,000	37.21	–	–	155,250,000	37.21
Toh Soon Huat	8,750,000	2.1	25,291,100	6.06	34,041,100	8.16

Notes:

- (1) Based on the Existing Share Capital.
- (2) Mr Chan Heng Fai is a company director and sole shareholder of HBD and is deemed interested in the Shares held by HBD. As at the Latest Practicable Date, Mr Chan Heng Fai and HBD also hold 25,904,781 Bonus Warrants, 2,217,391 Piggyback Warrants and 1,061,333 Share Options, subject to anti-dilution and adjustment provisions.

The interests of the Substantial Shareholders in other securities of the Company as at the Latest Practicable Date were as follows:

	No. of Bonus Warrants ⁽²⁾	No. of Piggyback Warrants ⁽³⁾	No. of Share Options
Substantial Shareholders			
Chan Heng Fai ⁽¹⁾	8,780,434	–	1,061,333
HBD	17,124,347	2,217,391	–
Toh Soon Huat	–	–	–

Notes:

- (1) Mr Chan Heng Fai is a company director and sole shareholder of HBD and is deemed interested in HBD's interests in the Company.
- (2) The exercise price for each Bonus Warrant is \$0.20.
- (3) The exercise price for each Piggyback Warrant is \$0.30.

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

The interests of the Directors of the Company (save for Mr Chan Heng Fai, who is a Substantial Shareholder and whose interests are set out above) in the Shares and other securities of the Company as at the Latest Practicable Date are as follows:

	Direct Interest		Deemed Interest		Total Interest	
	No. of Shares	% ⁽¹⁾	No. of Shares	% ⁽¹⁾	No. of Shares	% ⁽¹⁾
Director						
Basil Chan	–	–	–	–	–	–
Chan Tung Moe ⁽²⁾	–	–	–	–	–	–
Chan Yu Meng	–	–	–	–	–	–
Tao Yeoh Chi	–	–	–	–	–	–

Notes:

- (1) Based on the Existing Share Capital.
(2) Mr Chan Tung Moe is the son of Mr Chan Heng Fai.

	No. of Bonus Warrants	No. of Piggyback Warrants	No. of Share Options
Directors			
Basil Chan	–	–	796,000
Chan Tung Moe ⁽¹⁾	–	–	–
Chan Yu Meng	–	–	530,667
Tao Yeoh Chi	–	–	530,667

Note:

- (1) Mr Chan Tung Moe is the son of Mr Chan Heng Fai.

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- (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 lodgment 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;**
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As at the date of lodgement of this Offer Information Statement and save as disclosed below, the Directors are not aware of any legal or arbitration proceedings to which the Company or any of its Subsidiaries is a party, including those which are pending or know to be contemplated, which may have or would have had in the twelve (12) months immediately prior to the date of lodgement of this Offer Information Statement, a material effect on the financial position or profitability of the Group:

In April 2015, the Company was served with a Writ of Summons and a Statement of Claim by the solicitors acting for Mr Liew Sen Keong (the “**Plaintiff**”), a former executive director of the Company, claiming for the sum of S\$1,500,000 from an original S\$3,000,000 unsecured interest-free loan granted by the Plaintiff to the Company in 2014, and interests and costs.

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

The Company had formally counterclaimed against the Plaintiff for contribution in the sum of S\$2,093,250 relating to a personal guarantee given by the Plaintiff as well as for damages amounting to S\$8,489,889 as at 28 April 2015 due to performance bonds called and indemnified by the Company in relation to the outstanding corporate guarantees issued by the Company for the benefit of CIPL. The Company announced on 16 May 2014 that the Plaintiff had undertaken in a sale and purchase agreement in relation to the disposal of CIPL (“**CIPL SPA**”), amongst other things, to procure that outstanding corporate guarantees issued by the Company for the benefit of CIPL be replaced by back to back guarantees to be given by the purchaser of CIPL. To date, the Plaintiff had failed to procure such replacement.

The Company was successful in obtaining summary judgment in the Suit no. 257 of 2015 (“**Suit**”) on 17 August 2015 against the Plaintiff for the Company’s counterclaim for contribution as stated above. In light of the summary judgment made against the Plaintiff, the Company has a judgment for the sum of S\$593,250 (being the Company’s claim of S\$2,093,250 less the Plaintiff’s claim of S\$1,500,000) which they can enforce against the Plaintiff. As for the rest of the Company’s counterclaim for damages against the Plaintiff in the Suit, these counterclaims had proceeded to trial.

On 21 August 2015, the Plaintiff filed an appeal against the summary judgment made in favour of the Company. The Plaintiff’s appeal was heard from 30 October 2015 to 3 November 2015 and thereafter, the Plaintiff’s appeal was dismissed on 3 November 2015. In the result, the Company was given judgment for the sum of S\$593,250 plus costs of the appeal.

Please refer to the Company’s announcements dated 2 April 2015, 21 July 2015, 20 October 2015 and 4 November 2015 for further information in this regard.

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- (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**

On 11 May 2016, the Company issued 117,000,000 Shares at an issue price of S\$0.06 per Share pursuant to a placement exercise. Net proceeds of approximately S\$6.92 million were raised after deducting placement expenses of approximately S\$100,000.

Save as disclosed in this Offer Information Statement, the Company has not issued any securities or equity interests in the last twelve (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 lodgment 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 in Paragraph 9(c) above, neither the Company nor any of its Subsidiaries has entered into any material contract (not being contracts entered into in the ordinary course of business) within the past two (2) years immediately preceding the date of lodgment of this Offer Information Statement.

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

PART V: OPERATING AND FINANCIAL REVIEW AND PROSPECTS

Operating Results

1. Provide selected data from

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

Consolidated Statement of Comprehensive Income

	Group				
	Year ended 31/12/2015 Audited S\$'000	31/12/2014 Restated S\$'000	31/12/2013 Restated S\$'000	HY2016 Unaudited S\$'000	HY2015 Unaudited S\$'000
Continuing operations					
Revenue	4,337	–	–	893	3,365
Cost of sales	(3,591)	(41)	–	(714)	(2,549)
Gross profit (Loss)	746	(41)	–	179	816
Gross profit %	17.2%	–%	–%	20.0%	24.2%
Other income	6,366	466	3	490	2,464
Finance income	20	–	1	–	–
Marketing expenses	(1,206)	(178)	–	160	(973)
Administrative expenses	(6,534)	(3,875)	(986)	(3,017)	(2,383)
Research and Development	(1,845)	(231)	–	(296)	(749)
Other expenses	(1,205)	(3,785)	–	(2,412)	(541)
Finance costs	(139)	(11)	(16)	(130)	(18)
Share of loss an associate	(156)	–	–	(291)	–
Loss before tax from continuing operations	(3,953)	(7,655)	(998)	(5,317)	(1,384)
Income tax benefit	381	–	–	–	–

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

Consolidated Statement of Comprehensive Income

Group

	Year ended 31/12/2015 Audited S\$'000	31/12/2014 Restated S\$'000	31/12/2013 Restated S\$'000	HY2016 Unaudited S\$'000	HY2015 Unaudited S\$'000
Loss from continuing operations, net of tax	(3,572)	(7,655)	(998)	(5,317)	(1,384)
Discontinued operation					
Profit (Loss) from discontinued operation, net of tax	186	(13,088)	(21,422)	–	(324)
Loss for the year	(3,386)	(20,743)	(22,420)	(5,317)	(1,708)
Attributable to: Owners of the Company					
Loss from continuing operations, net of tax	(3,480)	(7,642)	(998)	(5,285)	(1,353)
Profit (Loss) from discontinued operation, net of tax	186	(13,088)	(21,422)	–	(324)
	(3,294)	(20,730)	(22,420)	(5,285)	(1,677)
Non-controlling interests					
Loss from continuing operations, net of tax	(92)	(13)	–	(32)	(31)
Loss from discontinued operation, net of tax	–	–	–	–	–
	(92)	(13)	–	(32)	(31)
	(3,386)	(20,743)	(22,420)	(5,317)	(1,708)
Other comprehensive income:					
Foreign currency translation	(62)	(7)	–	(95)	(12)
Total comprehensive income for the year	(3,448)	(20,750)	(22,420)	(5,412)	(1,720)

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

Consolidated Statement of Comprehensive Income

Group

	Year ended 31/12/2015 Audited S\$'000	31/12/2014 Restated S\$'000	31/12/2013 Restated S\$'000	HY2016 Unaudited S\$'000	HY2015 Unaudited S\$'000
Attributable to: Owners of the Company					
Loss from continuing operations, net of tax	(3,542)	(7,649)	(998)	(5,217)	(1,365)
Profit (Loss) from discontinued operation, net of tax	186	(13,088)	(21,422)	–	(324)
	(3,356)	(20,737)	(22,420)	(5,217)	(1,689)
Non-controlling interests					
Loss from continuing operations, net of tax	(92)	(13)	–	(195)	(31)
Loss from discontinued operation, net of tax	–	–	–	–	–
	(92)	(13)	–	(195)	(31)
Total comprehensive income for the year	(3,448)	(20,750)	(22,420)	(5,412)	(1,720)
Earnings / (Loss) per Share (Singapore Cents):					
Basic and diluted	(1.19)	(8.28)	(54.51)	(1.59)	(0.47)
Basic and diluted (adjusted) ⁽¹⁾	(0.85)	(3.41)	(0.69)	(1.59)	(0.34)
Basic and diluted (adjusted) ⁽²⁾ (after Rights cum Warrants Issue)	(0.24)	(0.60)	(0.08)	(0.38)	(0.09)
Gross dividend per Share (Singapore Cents)	–	–	–	–	–

nm = Not Meaningful

Sources: Annual reports of the Company for FY2013, FY2014 and FY2015; Unaudited Half Year Financial Statement Announcement for the Financial Period Ended 30 June 2016 dated 12 August 2016.

Notes:

- (1) The basic and diluted earnings / (loss) per Share as adjusted are computed based on the weighted average number of Shares in issue during the respective financial years and/or periods and (i) taking into consideration the allotment and issuance of 15,000,000 new Shares in the capital of the Company at S\$0.081 per share to Mr Fan, Ben in June 2015; (ii) taking into consideration the allotment and issuance of 117,000,000 new Shares in the capital of the Company at S\$0.06 per share to HBD in May 2016; (iii) assuming that the allotment and issuance of the Shares in was completed at the beginning of each of the respective financial years and/or periods; and (iv) taking into account the expenses incurred in relation to the abovementioned allotment and issuance of the new Shares on the earnings of the Group.
- (2) The basic and diluted earnings / (loss) per Share as adjusted are computed based after taking consideration of the adjustments made under note 1 above and additional Shares to be issued under Maximum Scenario.

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

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.

Noted. Please refer to paragraph 1 of this Part.

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 past performance of the Group from FY2013 to HY2016 is set out below.

Unaudited HY2016 vs Unaudited HY2015

Continuing Operations

The Group's continuing operations comprise the Property Development Business, the Information Technology Business and the Investment Business.

In HY2016:

- (a) The Property Development Business' home incubation programme – which acquired 27 tenanted single-family homes in El Tesoro, Houston, Texas, US, for sale in FY2015 – delivered three units to buyers and, accordingly, recognised S\$0.9 million in revenue and S\$0.2 million in gross profit. The remaining seven units had been pre-sold and are expected to be handed over in the 2H2016.
- (b) In HY2016, BMI Capital Partners International Limited (“**BMI**”) collaborated with an external consultant for the Investment Business and a service contract was signed and revenue of HK\$0.2 (S\$0.04) million has been recognised in HY2016.

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

- (c) The Information Technology Business restructuring has been completed in HY2016. The development of HotApp has shifted to focus on Business to Business (B2B) solutions. The team was in active engagement for trial release of the Enterprise HotApp solution. Revenue has yet to be recorded.

Marketing expenses recorded S\$0.2 million credit due to the reversal of prepaid advertising costs for the promotion of the Home Incubation programme (amounting to S\$0.1 million), and the reversal of S\$0.1 million of HotApp calling credit.

Administrative expenses increased to S\$3.0 million in HY2016 from S\$2.4 million in HY2015 mainly due to:

- (a) Additional expenses of S\$0.3 million associated with the new investment business which commenced in October 2015; and
- (b) Additional expenses of S\$0.3 million associated with the USA property operations

Research and Development expenditure decreased to S\$0.3 million in HY2016 from S\$0.8 million in HY2015 following the streamlining and restructuring of HotApp's operations as announced on 19 January 2016.

Other Income amounted to S\$0.5 million in HY2016 compared to S\$2.5 million in HY2015. The higher amount in HY2015 was due to a gain of S\$2.1 million from fair value adjustment of the derivative for the exchange rights held by holders of Exchangeable Notes, (also see paragraph 1b(ii)). As at 30 June 2016, the Company had fully redeemed the Exchangeable Notes and the fair value gain of S\$0.5 million has been recognised.

Other expenses increased by S\$1.8 million mainly relates to loss from the early redemption of Exchangeable Notes in May 2016 and the recognition of S\$1.4 million in unrealised foreign exchange losses arising from the depreciation of the US Dollar in HY2016 on US Dollar-based loans to the Group's US property development operations.

Depreciation increased by S\$0.04 million pertain to the increase in furniture, fixtures and computer equipment amounting to S\$0.1 million.

Finance cost increased to S\$0.1 million mainly due to S\$0.07 million for the redemption of Exchangeable Note.

Discontinued Operation

The discontinued operations of the Group relating to its past construction activities no longer contributed materially to the Group's profit and loss performance in HY2016.

Audited FY2015 vs Audited FY2014

Continuing Operations

The Group's continuing operations in FY2015 comprised the Property Development Business, Information Technology Business and Investment Business

During FY2015, the Property Development Business generated revenue of S\$4.3 million as compared with no revenue for FY2014. The FY2015 revenue was derived as part of the Home Incubation program in which the Group acquired 27 tenanted single-family homes in El Tesoro, Houston, Texas, USA, for resale. During FY2015, the Group delivered 17 units to buyers and, accordingly, recognised S\$4.08 million and S\$0.61 million as revenue and gross profit, respectively. As at 31 December 2015, 10 units of such homes remained on hand. All these units had since been pre-sold and the related revenue was expected to be handed over and recognised in FY2016.

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

The Black Oak Project in Houston secured a US\$6 million construction loan in October 2015. Given the delay in securing the construction financing and the inclement weather in the summer and fall months, the Group expected to recognise revenue in phases over approximately four years commencing from FY2016.

The Ballenger Run Project in Maryland secured a US\$8 million construction loan in November 2015. The loan would finance the construction and development of the initial phase of the project which is expected to be completed over approximately three years. Revenue recognition was expected to commence from FY2016.

In November 2015, the Group acquired a terrace residential property in Washington DC, USA as part of the Home Incubation programme. The Group would only record sales upon legal completion of the transactions.

Under the Information Technology Business, the HotApp mobile application was still in the development stage pending commercial launch, and had yet to generate any revenue.

In relation to the Investment Business, at an EGM on 10 December 2015, Shareholders approved a resolution to expand the Group's Investment Business. As at the end of FY2015, this business was still in the development stage and had yet to generate any revenue.

Marketing expenses rose by S\$1.0 million due to an increase in advertising costs of S\$0.4 million and S\$0.1 million incurred for the sales and promotion of tenanted homes in Houston and the three waterfront residential sites in Mandurah City, Perth, Australia, respectively. Additional promotional and administrative expenses of S\$0.5 million were incurred by HotApp as part of its initial launch in the PRC and user-acquisition activities during FY2015.

HotApp incurred research & development expenses of S\$1.8 million in FY2015 compared to S\$0.2 million in FY2014. The Group wrote off these expenses which comprised mainly employee costs, depreciation and other incidental costs incurred to develop software for the HotApp mobile application.

Administrative expenses for the Group increased by S\$2.7 million in FY2015 compared to FY2014 due mainly to:

- (a) Higher expenses associated with HotApp, mainly due to HotApp's full-year operations in FY2015 compared to partial operations in FY2014. The Group also incurred higher administrative expenses due to the setting up of HotApp's Hong Kong office and the appointment of a Chief Technology Officer in June 2015;
- (b) Higher expenses associated with US property operations;
- (c) Expenses incurred in setting up of the Group's new capital market service business under the Investment Business; and
- (d) Higher corporate salaries arising from an increase in headcount since the second half of FY2014.

Finance expenses increased to S\$0.1 million for FY2015 mainly due to the 8% US\$2 million profit participating Private Bond deployed to the US property development business.

The income tax benefit of S\$0.4 million for FY2015 related to the recognition of deferred tax asset arising from tax losses.

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

Other income in FY2015 comprised mainly of a gain of S\$4.8 million from fair-value adjustment of the derivative for the exchange rights held by holders of Exchangeable Notes and S\$1.5 million in unrealised foreign exchange gain resulting from appreciation of the US Dollar against the Singapore Dollar, which meant that US Dollar-denominated loans receivable by the Company from the Group's US property operation were higher when expressed in Singapore Dollars.

Other expenses in FY2015 comprised mainly:

- (a) a provision of S\$1.1 million (FY2014: S\$0.4 million) for withholding tax arising from accrued interest income on advances to Subsidiaries based outside Singapore; and
- (b) a provision of S\$0.1 million for impairment of other receivables and an impairment for software of S\$0.1 million (FY2014: Nil).

The Group invested in a newly formed associate, FanssMORE, and recorded its share of FanssMORE's financial loss for the period to 31 December 2015 on equity accounting basis. The loss was principally due to timing difference in recognition of its fee income and marketing expenses incurred during the period.

Consequently, the Group's continuing operations incurred a net loss after tax of S\$3.6 million.

Discontinued Operations

Following the disposal of its construction business under CIPL on 21 May 2014, the Group terminated its construction business in Singapore and these were presented as discontinued operations in FY2014.

The discontinued operations recorded a net gain of S\$0.2 million, due mainly to the recognition of a judgement award of S\$2.0 million partially offset by (i) additional provision of S\$1.0 million for claims against corporate indemnities previously issued as performance guarantees; and (ii) additional impairment of trade and other receivables of S\$0.3 million and S\$0.6 million, respectively.

Audited FY2014 vs Audited FY2013 (restated)

The Group's continuing operations comprises Property Development and Information Technology Businesses.

No revenue was recognised in FY2014 as both operations did not generate any revenue as all properties were still in the development stage while HotApp, the newly acquired mobile application, was in the final stage of development pending commercial launch. The Group incurred a small gross loss of S\$0.04 million in FY2014 as the result of running cost - mainly employee and network operation expenses relating to HotApp.

Other income increased by S\$0.46 million from S\$0.01 million in FY2013 to S\$0.47 million in FY2014 comprised mainly unrealised foreign exchange gains due to appreciation of the US Dollar during the last quarter of FY2014 on US Dollar-based loans to the Group's property operations in US.

Marketing expenses increased by S\$0.18 million from nil in FY2013 to S\$0.18 million in FY2014 comprised mainly increase in advertising costs incurred for promotion of sales of tenanted homes in Houston, Texas and additional employee and other expenses were incurred by HotApp as part of its pre-launch activities.

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Administrative expenses increased by S\$2.8 million from S\$1.0 million in FY2013 to S\$3.8 million in FY2014 mainly due to the increased in legal and professional fees incurred arising from restructuring, issuance of Exchangeable Notes, disputes of contracts and disposal of CIPL totaling S\$0.9 million. Increase of S\$0.2 million is attributed to share-based compensation (employee share options). Part of the increase is also due to increase in staff costs incurred due to additional corporate staff and higher salary compensation.

Research & Development expenses increased by S\$0.23 million from nil in FY2013 to S\$0.23 million in FY2014 relates to employee costs, depreciation and other incidental costs incurred for the software development of the HotApp mobile application.

Other expenses increased by S\$3.7 million from nil in FY2013 to S\$3.7 million in FY2014 relates to a loss of S\$3.0 million on fair value adjustment of the derivative for the exchange rights held by holders of Exchangeable Notes and write off of S\$0.4 million of listing expenses.

Discontinued Operations

The Group disposed its construction business held under CIPL on 21 May 2014. Subsequent to the disposal of CIPL, the Group reviewed its remaining construction activities undertaken by its wholly-owned Subsidiary, SCPL. The Group had no outstanding construction activities and had terminated the employment services of all its employees in the construction business in Singapore. Accordingly, the Group decided on 26 February 2015 to discontinue its construction business in Singapore and accounted and reported all activities of CIPL, prior to its disposal, and SCPL as part of Discontinued Operation in FY2014 and restated its comparative in the Consolidated Statement of Comprehensive Income.

The Discontinued Operation recorded a net loss after tax of S\$13.1 million, due mainly to (i) the operating loss of CIPL prior to its disposal on 21 May 2014, an (ii) provision for claims arising from corporate indemnities previously issued as performance guarantees, offset by the gain on disposal of CIPL.

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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The audited consolidated balance sheet of the Company as at 31 December 2015 and unaudited consolidated balance sheet of the Company as at 30 June 2016 are set out below:

	As at 31 December 2015 Audited S\$'000	As at 30 June 2016 Unaudited S\$'000
Non-current assets		
Property, plant and equipment	358	363
Trade receivables	277	401
	635	764
Current assets		
Trade and other receivables	6,300	875
Prepaid operating expenses	211	218
Properties under development	52,565	56,165
Properties held for sale	1,819	2,215
Investment securities	21	25
Cash and bank deposits pledged	3,752	3,581
Cash and bank balances	7,123	4,922
	71,791	68,001
Total assets	72,426	68,765
Current liabilities		
Provision for claims	812	812
Trade and other payables	14,755	12,874
Derivative	1,036	–
Loans and borrowings	28,473	29,649
	45,076	43,335
Net current assets	26,715	24,666
Non-current liabilities		
Loans and borrowings	3,500	–
	3,500	–
Total liabilities	48,576	43,335
Net Assets	23,850	25,430
Equity attributable to owners of the Company		
Share capital	68,521	75,364
Other reserves	980	1,197
Retained earnings	(49,083)	(54,368)
	20,418	22,193
Non-controlling interests	3,432	3,237
Total equity	23,850	25,430
Total equity and liabilities	72,426	68,765

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	As at 31 December 2015 Audited S\$'000	As at 30 June 2016 Unaudited S\$'000
Number of shares ('000)	300,296	417,296
NTA per Share (Singapore cents)	6.80	5.32
Number of shares ('000) (assuming all of the existing Bonus Warrants and Piggyback Warrants are exercised) ⁽¹⁾⁽ⁱ⁾	374,665	491,666
NTA per Share (Singapore cents) (assuming all of the existing Bonus Warrants and Piggyback Warrants are exercised) ⁽¹⁾⁽ⁱ⁾	10.51	8.37
Number of shares ('000) (assuming the Minimum Scenario) ^{(1)(i)(ii)(a)(iii)}	1,209,257	1,326,257
NAV per Share (Singapore cents) (assuming the Minimum Scenario) ^{(1)(i)(ii)(a)(iii)}	6.02	5.62
Number of shares ('000) (assuming the Maximum Scenario) ^{(1)(i)(ii)(b)(iii)}	1,357,996	1,474,996
NTA per Share (Singapore cents) (assuming the Maximum Scenario) ^{(1)(i)(ii)(b)(iii)}	5.80	5.46

Sources: Annual report of the Company for FY2015 and Unaudited Half Year Financial Statement Announcement for the Financial Period Ended 30 June 2016 dated 12 August 2016.

Note:

- (1) The NTA per Share as adjusted are computed based on the number of Shares in issue as at the end of the respective financial year and/or period and assuming that issuance of Shares:-
- (i) pursuant to the exercise of the Bonus Warrants and Piggyback Warrants up to and including the Latest Practicable Date had taken place as at 31 December 2015 and 30 June 2016;
 - (ii) (a) pursuant to Minimum Scenario had taken place on each of 31 December 2015 and 30 June 2016 or (b) pursuant to Maximum Scenario had taken place on each of 31 December 2015 and 30 June 2016; and
 - (iii) pursuant to the exercise of the Warrants had taken place as at 31 December 2015 and 30 June 2016.

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.**
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Noted. Please refer to paragraph 4 of this Part.

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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.

A summary of the consolidated cash flow statement of the Group for FY2015 and HY2016 are set out below:

Consolidated Cash Flow Statement	FY2015 Audited S\$'000	HY2016 Unaudited S\$'000
Operating activities		
Loss before tax from continuing operations	(3,953)	(5,317)
Loss before tax from discontinued operation	186	—
Loss before tax, total	(3,767)	(5,317)
<u>Adjustments for:-</u>		
Depreciation of property, plant and equipment	72	66
Loss from early redemption of exchangeable note	—	392
Net fair value adjustment on derivative	(4,833)	(466)
Grant of equity-settled share options to employees	312	149
Provision for doubtful debt	963	—
Prepaid listing expenses written off	(109)	—
Litigation claim	(2,093)	—
Provision for claims	991	—
Impairment of intangible asset	98	—
Share of loss of an associate	156	291
Withholding tax expenses	1,117	548
Unrealised exchange loss	(1,531)	1,440
Finance costs	139	130
Finance income	(20)	—
Operating cash flows before changes in working capital	(8,505)	(2,767)
<u>Changes in working capital:-</u>		
(Increase)/decrease in trade and other receivables	(506)	1,319
Increase in prepaid operating expenses	(30)	(7)
Increase in properties held for sales	(1,844)	(396)
Increase in properties under development	(30,308)	(2,535)
Increase in investment securities	(21)	(4)
Increase in trade and other payables	6,504	403
Cash flows used in operations	(34,710)	(3,987)
Interest received	20	25
Interest paid	(2,235)	(1,697)
Net cash flows used in operating activities	(36,925)	(5,659)

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Consolidated Cash Flow Statement	FY2015 Audited S\$'000	HY2016 Unaudited S\$'000
Investing activities		
Purchase of property, plant and equipment	(303)	(82)
Investment in an associate	(433)	(415)
Net cash flows (used in) / from investing activities	(736)	(497)
Financing activities		
Proceeds from loans and borrowings	4,636	802
Proceeds from issuance of new ordinary shares	1,215	7,020
Repayment of issuance of exchangeable notes	–	(5,000)
Proceeds from/(Repayment of) issuance of private-participation bond	2,830	(1,348)
Proceeds from issuance of shares to minority interest	3,538	–
Advance from directors	–	2,500
Proceeds from loans from directors / shareholder	14,860	–
Increase in deposits pledged	(3,436)	–
Share issuance expenses	(53)	(177)
Net cash generated from financing activities	23,590	3,797
Net increase/(decrease) in cash and cash equivalents	14,071	(2,359)
Effect of exchange rate changes on cash and cash equivalents	10	158
Cash and cash equivalents at beginning of financial period	21,184	7,123
Cash and cash equivalents at end of financial period	7,123	4,922
Note A		
Cash and cash equivalents comprised fixed deposit and cash and bank balances:	7,123	4,922
Less: Bank deposits pledged	–	–
Cash and cash equivalents	7,123	4,922

Sources: Annual report of the Company for FY2015 and Unaudited Half Year Financial Statement Announcement for the Financial Period Ended 30 June 2016 dated 12 August 2016.

HY2016

Cash and cash equivalents decreased by S\$2.2 million to S\$4.9 million in HY2016 from S\$7.1 million in HY2015.

Net cash used in operating activities amounted to S\$5.7 million in HY2016 as compared to S\$12.4 million in HY2015. The group had a net cash outflow of S\$2.8 million from its operating activities before changes in working capital. It mainly relates to the loss before tax of S\$5.3 million and the adjustments of the non-cash items including S\$1.4 million foreign exchange loss due to the depreciation of the US dollar.

The change in working capital of S\$1.2 million is mainly due to the S\$2.5 million increase in properties under development offset by the increase in trade and other receivables amounting to S\$1.3 million.

The increase in interest payment is mainly due to S\$1.1 million paid for the early redemption of the Exchangeable Note.

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Net cash used in investing activities amounted to S\$0.5 million due to purchase of fixed assets of S\$0.1 million and additional investment amounting to S\$0.4 million in an associate (FanssMORE).

Net cash from financing activities for HY2016 amounted to S\$3.8 million due to: (i) the issuance of new ordinary Shares to HBD amounting to S\$7.0 million offset by its issuance expenses amounting to S\$0.2 million, (ii) advances made by a Director (Mr Chan Heng Fai) amounting to S\$2.5 million and (iii) the drawdown of loans in relation to construction activities in Development Projects of S\$0.8 million, offset by the repayment of a private bond amounting to US\$1.0 million (approximately S\$1.3 million) and the redemption of the Exchangeable Notes amounting to S\$5.0 million.

FY2015

The Group's cash and cash equivalents decreased by S\$14.1 million to S\$7.1 million as at 31 December 2015, compared to a balance of S\$21.2 million as at 31 December 2014.

Net cash used in operating activities in FY2015 was S\$36.9 million. Operating activities before changes in working capital used S\$8.5 million in cash due mainly to payment of software development by HotApp and Corporate Head Office expenses.

Changes in net working capital of S\$26.2 million was principally S\$30.3 million deployed for the Group's various property development projects and S\$2.5 million paid in connection to indemnities for called performance bonds offset by receipt of S\$8.3 million in deposits from builders and other changes in working capital.

In investing activities, the Group invested S\$0.4 million for a 19% stake in FanssMORE and S\$0.3 million in additional computer equipment and a motor vehicle during the year.

Net cash generated from financing activities amounted to S\$23.6 million due mainly to net proceeds from (i) borrowings of approximately S\$22.3 million; (ii) issuance of ordinary shares S\$1.2 million; and (iii) issuance of equity units to minority interest amounting to S\$3.5 million in relation to Ballenger Run project, partly offset by increase in restricted cash of approximately S\$3.4 million.

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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 lodgment 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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The Directors are of the opinion that, as at the date of lodgment of this Offer Information Statement, barring unforeseen circumstances and after taking into consideration the present bank facilities and other internal and external resources, the working capital available to the Group is sufficient to meet its present requirements. The Net Proceeds from the Rights cum Warrants Issue will be utilised in accordance with Section 3 of Part IV above.

- 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**

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- (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).
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As at the date of lodgement of this Offer Information Statement, the Directors are not aware of any breach by any entity in the Group of any of the terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect the Company'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.
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The discussion on the business and financial prospects of the Group as set out herein may contain forward-looking statements, and are subject to certain risks. Please refer to the section entitled "Cautionary Note on Forward-Looking Statements" of this Offer Information Statement for further details.

Save as disclosed below and in this Offer Information Statement, the Company's annual reports, circulars and SGXNET announcements, and barring unforeseen circumstances, the Directors are not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect on net sales or revenues, profitability, liquidity or capital resources, or that would cause financial information disclosed in this Offer Information Statement to be not necessarily indicative of the future operating results or financial condition of the current financial year.

Business and Financial Prospects of the Group

As announced on 24 March 2016, the Black Oak Project in Houston, Texas, reported a decrease in pre-sales as some builders terminated purchase agreements. In HY2016, Houston was hit with massive floods, which affected construction activity. Nevertheless, the Group remains optimistic about the commercial viability of the land sub-division project, which has made significant progress on the construction of its first section. The Group expects to recognise revenue from the Black Oak Project from the second half of FY2016.

The property market in Frederick County, Maryland, where the Group's second US project – the Ballenger Run Project - is located, remains buoyant. Following the Ballenger Run Project's ground breaking in March 2016, the Group has proceeded with mass-grading work for the land sub-division project. However, historic levels of high rainfall have caused significant delays in construction activity. Plans to accelerate construction to make up for lost time are in place with the objective of recognising revenue from the Ballenger Run Project from the second half of FY2016. However, if inclement weather continues to impact construction, revenue recognition from Ballenger Run may be delayed to FY2017.

The Group's home incubation programme consists 28 homes – 27 in El Tesoro, Houston, and one in Washington DC. Twenty units in El Tesoro have been sold and handed over and the remaining seven have been pre-sold and are expected to be handed over in the second half of FY2016. The Washington unit is being marketed following completion of renovations with the expectation of the sale occurring in the second half of FY2016. Subsequent to HY2016, the Company announced on

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15 July 2016 that it would acquire HomeOwnUSA Inc., a Nevada company listed in the Over-The-Counter (“OTC”) market. The Company intends to use HomeOwnUSA Inc.’s OTC status as a platform for other property development-related businesses and facilitate future fund raising in the US.

The Group has received all necessary municipal approvals for its project in Mandurah, Australia, and is working with marketing agents to consider a marketing launch at the appropriate time.

The HotApp platform has been streamlined and restructured after a review that followed the termination of the 2015 Proposed Rights Cum Warrants Issue in December 2015. HotApp has since reduced staff strength to 10 staff from 40 previously. Instead of business-to-consumer applications, it is now focused on business-to-business enterprise messaging and collaboration solutions for network marketing and the hospitality sector. This strategic shift is intended to create greater commercial value and avoid the intense competition among business-to-consumer messaging apps. The Group will continue funding HotApp from the Rights cum Warrants Issue.

Following Shareholders’ approval in December 2015 to expand the scope of the Group’s Investment Business, BMI Capital Partners International Limited collaborated with an external consultant for the Investment Business and a service contract has been signed in HY2016. It expects to recognise revenue from this contract in the second half of FY2016.

Uncertainties, events, factors and risks

To the best of the Directors’ knowledge and belief as at the Latest Practicable Date, the risk factors that are material to Shareholders in making an informed judgment on the Rights cum Warrants Issue (save for those which have already been disclosed to the general public) are set out below. Shareholders should carefully consider and evaluate each of the following considerations and all other information contained in this Offer Information Statement before deciding whether to invest in the Rights Shares with Warrants. The Group could be affected by a number of risks that may relate to the industries and countries in which the Group operates as well as those that may generally arise from, inter alia, economic, business, market and political factors, including the risks set out herein.

The risks described below are not intended to be exhaustive. There may be additional risks not presently known to the Group, or that the Group may currently deem immaterial, which could affect its operations. If any of the following considerations and uncertainties develops into actual events, the business, financial condition, results of operations and prospects of the Company and the Group could be materially and adversely affected. In such event, the trading price of the Shares, the Rights Shares, the Warrants and/or the Exercised Shares could decline due to any of these considerations and uncertainties, and Shareholders and investors may lose all or part of their investment in the securities of the Company.

RISKS RELATING TO THE GROUP

We may be affected by any changes in the general economic, regulatory, political and social conditions

Our business and future growth are dependent on the economic, regulatory, political and social conditions of countries where we operate in. Any unfavourable changes in the political, economic, regulatory and social conditions in countries where we operate in or in the government policies may have a negative impact on our operations which could materially and adversely affect our operating results, financial performance and future growth.

We may not be able to successfully implement our future plans

We plan to expand in accordance with our future plans, which may include entering into strategic alliances, joint ventures or undertaking acquisitions by our Group. These plans involve numerous risks, including but not limited to, incurring additional working capital requirements and may require substantial capital expenditure and financial resources. There is no assurance that these initiatives

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undertaken will achieve revenue that will be commensurate with our investment costs, or that we will be successful in securing more projects. If we fail to achieve a sufficient level of revenue or if we fail to manage our costs efficiently, we will not be able to recover our investment and our future financial performance and our position would be adversely affected.

Furthermore, such expansion plans involve numerous risks including but not limited to costs associated with setting up joint venture operations, identifying targets for acquisition and due diligence investigations, difficulties with integration of management, operations and personnel as well as the possible diversion of management's attention from other business concerns. There can be no assurance that we will be able to successfully integrate our operations with that of our new strategic partners or newly acquired businesses or that our expanded operations will achieve a sufficient level of revenue which will cover our acquisitions and operational costs. In such events, our Group's profitability and financial performance will be adversely affected.

We may be affected by natural disasters, terrorist attacks and other events beyond our control

Our Group is exploring opportunities to expand our operations. Should there be adverse developments in any of these regions or in Singapore, where our worksites or the places where our equipment, our office buildings, or those of our customers and suppliers are located, this could disrupt our business. Such events could adversely affect the economies and financial markets of many countries, including those which the Group operates in or intends to expand its businesses into. These could include disruptions to the transportation of its raw materials, as well as temporary closure of its development sites, affecting the Group's Property Development Business. Such closures or travel or shipment restrictions would severely disrupt construction and development operations and adversely affect the Group's financial condition and results. Further, such events may have an indirect, adverse and prolonged effect on regional and global economies and general pessimism in the property market, which could have a material adverse effect on the prospects and financial performance of the Group's Property Development Business. The occurrence of these events which include, *inter alia*, natural disasters such as earthquakes and floods, terrorist attacks, fire hazards and other events beyond our control, may adversely affect our Group's financial results.

We may operate in countries which may be affected by political risks

Our Group is exploring opportunities to expand our operations to other countries outside of Singapore. Some of the countries into which we are exploring opportunities to expand our business have been or may be affected by events such as political upheavals, internal strife, civil commotions, strikes and riots. The recurrence of these political and social conditions in countries where we may in the future operate, will affect our ability to operate in those countries. This may result in a severe impact on our business, financial performance and condition.

Our revenue may be subject to risks arising from fluctuations in foreign exchange rates

To the extent that the Group's revenue may be denominated in currencies other than Singapore dollars, the Group's revenue may be adversely affected by fluctuations in foreign exchange rates which may be unpredictable. Such fluctuations may result in foreign exchange losses for the Group, which may have a material and adverse effect on the Group's business, financial performance, profitability and financial condition.

The Group may not be able to hedge effectively against certain risks that the Group's investments are exposed to

The Group may, from time to time, undertake various transactions (such as transacting in options and warrants, or entering into futures contracts) to hedge its foreign exchange exposure and interest rate exposure. There can be no assurance that the Group will be able to hedge successfully or effectively against these exposures and the Group may incur losses due to fluctuations in foreign exchange rates or interest rates.

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We may be affected by an outbreak of Influenza A (“H1N1 flu”), avian influenza, Severe Acute Respiratory Syndrome (“SARS”) or any other contagious disease or virulent disease

An outbreak of SARS, avian influenza, H1N1 flu and/or other contagious or virulent disease may seriously interrupt the economic activities of the affected regions and consumer sentiment and spending. Due to the highly contagious nature of certain diseases such as SARS, travel advisories may be issued and quarantines may be imposed by certain government authorities in affected countries. In the event of a prolonged pandemic, the global economy may be affected. This may result in an adverse effect on our day-to-day operations or the operations of our suppliers and customers, affecting our business and profitability.

In addition, in the event of an outbreak of any highly pathogenic influenza in any of our premises, we and/or our contractors may be forced to quarantine our management and employees and we and/or our contractors may be required by the relevant health authorities to suspend our operations. Accordingly, this may cause disruptions to our business and operations, which may have a severe impact on our financial performance and condition.

RISKS RELATING TO OUR LEGACY PROPERTY CONSTRUCTION BUSINESS

The Group may be subject to risks in connection with corporate guarantees provided by the Company in consideration of performance bonds provided by financial institutions to certain owners of construction projects undertaken by its former subsidiary, CIPL to guarantee its contractual performance

In line with the construction industry practice, the Company had provided certain corporate guarantees to financial institutions in consideration of performance bonds provided by financial institutions to certain owners of construction projects undertaken by its former subsidiary, CIPL, as main contractor to guarantee its contractual performance of such projects. CIPL has ceased to be a subsidiary of the Company with effect from 21 May 2014. Notwithstanding the completion of the disposal of CIPL, the Group may be subject to risks in connection with the Original Guarantees. If the financial institutions which granted these performance bonds seek to enforce the Original Guarantees provided by the Company, the Group may be obligated to honour such Original Guarantees or engage in litigation to dispute the legality of the call of the performance bonds or the Original Guarantee, and the Group's liquidity and financial position may be materially and adversely affected. As at the Latest Practicable Date, the aggregate amount of Remaining Performance Bonds outstanding for which the Company had issued Original Guarantees is approximately S\$0.51 million.

RISK FACTORS ASSOCIATED WITH THE PROPERTY DEVELOPMENT BUSINESS

The performance of the Property Development Business is dependent on the health of the economy and the property industry

The performances of the Group's property development projects, property investments and investments in property-related quoted or unquoted securities and/or instruments depend largely on the economic situation and the performance of the property industry in the countries it operates or will expand into or the situation of the underlying assets of the investments. A downturn in the relevant regional and/or local economy will dampen general sentiments in the property market, which will invariably have a material adverse effect on our business and financial performance. In addition, dampened general sentiments in the regional or the relevant local economy may also erode profit margins for our property development projects or property investment projects due to lower demand, and affect the value of the Group's investments in property-related quoted or unquoted securities and instruments.

For instance, while there was substantial growth in the property market in the past decade in Singapore, there is no assurance that such growth will maintain. Also, while there was substantial growth in the property market in Australia in recent years, there is no assurance that such growth will maintain. Should the relevant local or regional economies or the property markets in the countries where the Property Development Business will operate in or expand into experience a

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downturn, due to reasons such as government regulations or global economic conditions, the performance of the Group's property development projects, property investments and investments in property-related quoted or unquoted securities and instruments may be adversely affected.

Further, although the Group is of the view that there is potential for growth and recovery in the USA and Spain following the global economic downturn in recent years, recovery in each economy could take more time than anticipated and therefore the property market may not pick up as quickly as the Group anticipates. This may affect the demand for properties in particular, which may have a material adverse impact on the Group's return on its investment and development activities in the Property Development Business and consequently the financial condition of the Group.

The Group does not have any proven track record and business history in the operation of the Property Development Business

The Group does not have a proven track record in carrying out the Property Development Business and managing property-related investments. There is no assurance that the Property Development Business will be commercially successful and that the investments carried out pursuant to the Property Development Business will be able to derive sufficient revenue to offset the capital, start-up and financing costs as well as operating costs arising from the new business initiatives. The Property Development Business may require high capital commitments and may expose the Group to unforeseen liabilities or risks associated with its entry into new markets or new businesses.

The Property Development Business also involves business risks including the financial costs of setting up new operations, capital investment and maintaining working capital requirements. If the Group does not derive sufficient revenue from or does not manage the costs of the Property Development Business effectively, the overall financial position and profitability of the Group may be adversely affected.

The Group may not be able to identify, acquire, develop and/or sell profitable property development projects

The performance and success of the Property Development Business is dependent on the Group's ability to identify profitable property development projects and following such identification, to successfully acquire, develop, sell and/or lease such projects. This ability may be undermined by various factors, including changes to the general economic conditions in countries where the Group intends to operate its Property Development Business and changes to relevant interest rates, construction costs, land costs and property prices. There is thus no assurance that the Group will always be successful in identifying suitable property development projects or completing such property development projects profitably. The Group's inability to identify and acquire attractive new sites at commercially acceptable prices could impair its ability to compete with other property developers and materially and adversely affect the Group's ability to grow the Property Development Business.

The Group may not have adequate resources to finance land acquisitions or to undertake property development and property investment projects

Property development projects typically require substantial capital outlay during the land acquisition and construction phases and may take one or more years before positive cash flows may be generated through the sale of units whether under development or completed. Depending on the size and complexity of the project, it usually takes more than 12 months to complete a property development.

The availability of adequate financing is crucial to the Group's ability to acquire land for the undertaking of property development projects and/or property investment projects. The Group plans to finance its land acquisitions and development projects using a combination of internal sources of funds, progress payments and financial institution borrowings and by inviting other parties to co-invest in its projects. The Group may also further tap the capital markets to raise funds for the Property Development Business through equity and/or debt financing and as and when necessary

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and deemed appropriate. The Group cannot assure that it will have sufficient funds at its disposal for land acquisitions or property developments, be able to sell or finance the development of the project through the sale and/or lease of units in any particular development, be able to secure adequate financing, if at all, or obtain or renew credit facilities granted by banks and financial institutions for the projects in question. The Group's ability to obtain adequate financing for land acquisitions or property developments with a commercially acceptable rate of return is dependent on many factors, some of which may be beyond its control, such as general economic conditions, the terms of credit offered by financial institutions, the economic conditions of the country and the availability of other sources of equity or debt financing. Furthermore, the incurrence of debt will increase the Group's financing costs and obligations and could result in operating and financial covenants imposed by financial institutions that restrict its operations and its ability to pay dividends to Shareholders. This will have an adverse effect on the Property Development Business.

The Property Development Business is volatile in nature and may be adversely affected by changes in market forces

The revenue and profit from the Property Development Business is dependent on the number and value of projects that the Group undertakes, as well as the timing of project launches and general property market conditions. There is no certainty that the Group will be able to consistently secure new and sizeable property projects at suitable amounts or launch its property projects on schedule. Property prices are subject to market forces of demand and supply, the state of the economy and other economic, political or social factors. The budgeted sale prices for a development project may not be achieved due to fluctuations in property prices and there may be unsold stock of properties owing to the lack of demand. This will directly and adversely affect the profitability of the development and as a result materially and adversely affect the financial performance and cash flow of the Group.

The Property Development Business will be subject to risks in relation to interest rate movements

The Group may procure debt financing from financial institutions in relation to potential property development and investment projects under its Property Development Business. Risks arising from interest rate movements, particularly as a result of the debts that may be undertaken to finance developments and the cost of building materials in its operations, may affect the Group's Property Development Business. Changes in interest rates will affect the Group's interest income and interest expense from short term deposits and other interest-bearing financial assets and liabilities which could have a material and adverse effect on net profits. An increase in interest rates would also adversely affect the willingness and ability of prospective customers to purchase properties, the Group's ability to service loans and its ability to raise and service long term debt.

The Group may not be able to compete successfully with other property development competitors

The property development industry is a competitive industry. For instance, in Singapore, the property investment industry is a mature industry with many established players. The Group may face keen competition from existing property developers and new entrants to the property development business. Some of the Group's competitors may possess significant financial, managerial, marketing and other resources, as well as experience in property and land development and management. Competition between property developers is intense and may result in, amongst other things, increased costs of the acquisition of land for development, a slowdown in the rate at which new property developments will be approved and/or reviewed by the relevant government authorities, an increase in construction costs and difficulty in obtaining high quality third party contractors and qualified employees. In addition, intense competition may lead to an oversupply of development properties which may result in unhealthy price competition. Failure to secure buyers or significant reductions in property prices due to price competition will have an adverse effect on the Group's revenue and profitability. Also, the real estate market may be subject to rapid change and fluctuations. If the Group cannot respond to changes in market conditions

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more swiftly or effectively than its competitors do, its ability to generate revenue and/or profits from the Property Development Business and its financial condition and results of operations will be adversely affected.

The Property Development Business is sensitive to changes to general economic conditions in the countries the Group operates in, and also regionally and globally

Property development projects and property investment projects are also sensitive to changes in the economic and business conditions, such as the supply of materials or labour. Any changes to the business environment during the length of the project may affect the revenue and cost of the development, which in turn has a direct impact on the profitability of the project. Examples of factors that may affect the profitability of a project include the risk that the receipt of requisite government approvals may take more time than expected, the failure by contractors to complete construction according to original specifications, schedule or budget, the unavailability and/or the escalating costs of building materials, equipment and/or labour, disputes with contractors, accidents, changes in building regulations, mismanagement of projects, default by contractors, low volume of sales or leasing of the properties and other unforeseen circumstances. Factors that may affect the revenue of property development and property investment projects include the international, regional and local economic climate, local real estate conditions, perceptions of property buyers, businesses, retailers or shoppers in terms of the convenience and attractiveness of the projects, competition from other available properties and changes in market rates for comparable sales.

The eventuation of any of the risks described above may adversely affect the Group's returns on investments for the Property Development Business and the Group's financial performance may be materially and adversely affected.

The Property Development Business may be adversely affected by changes in laws and regulations

The property industry in countries in which the Group may operate is subject to various laws and regulations which require the Group to obtain the requisite regulatory approvals, permits, certificates, consents, and/or licences to engage in the Property Development Business, including state law and Australian law. This includes the need to obtain a developer's licence and approval of the building plan for each project. In the event that the Group is unable to obtain such approvals and/or licences, or where there is a delay in obtaining them, the Group's ability to engage in the Property Development Business will be adversely affected.

From time to time, such states or countries may adopt new laws and regulations which we may have to comply with. Any changes in the applicable laws and regulations, or in the regulatory conditions, of the state or country, could result in higher compliance costs and adversely affect the operations of the Group. There is no assurance that any changes in the applicable laws and regulations will not have an adverse effect on the financial performance of the Group. In the event that the Group is unable to obtain the relevant licences or certificates or any other approvals required for the Property Development Business, the business and operations of the Group may be adversely affected.

The property industry is also regulated by a multitude of laws and regulations which may apply in relation to workplace health and safety, environmental public health and environmental pollution control. Changes in relevant laws and regulations may also have a negative impact on the Property Development Business, and the failure to comply with the applicable laws and regulations may subject the Group to penalties or have its licences or approvals revoked, or lose the right to own, develop or manage its properties, all of which could adversely affect the Group's operations and financial performance.

Property development is also subject to regulatory controls on zoning and development, planning, design and construction as well as mortgage and financing requirements. In the event that there are changes to these requirements which result in the Group not being able to fulfill its

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development plans for any of its properties or having to make changes to its property development plans, or the implementation of short term, medium term and/or long term measures by the relevant authorities to regulate the construction, property or other related markets which affects consumer sentiments or demands, the Group's profitability and financial condition could be adversely affected.

For instance, the buoyant property market in Singapore in recent years is fuelled by a low interest rate environment and the continued income growth in Singapore. The property cooling measures introduced by the government of Singapore in the recent years were designed to cool demand and rein in property prices have the effect of, *inter alia*, discouraging speculative demand in the property market by tightening financing conditions and the imposition of buyers' and/or sellers' stamp duties, which have the effect of increasing the cost of buying and selling property. Similar changes in policies or implementation of similar measures in the property industry of other countries into which the Group operates and/or intends to operate may have a material adverse effect on the Group's Property Development Business, financial condition, results of operations and prospects.

The Property Development Business will be subject to risks in relation to supply of raw materials and fluctuations in commodity prices

The Property Development Business will require building materials for construction works, such as concrete, cement, sand, granite and steel. These building materials are generally subject to international market forces. As a property developer, the practice is to enter into fixed or guaranteed maximum price construction contracts with construction companies (which may not be part of our Group), each of which concerns the development of a significant part of the overall development project and which typically cover both the supply of the building materials and the construction of the property for a construction period of one to three years. Therefore, should the price of building materials increase significantly prior to the entering into a fixed or guaranteed maximum price construction contract, the Group (as either a property developer or property development project investor) might be required to pay more to prospective contractors, which could materially and adversely affect the results of operations and financial condition of the Property Development Business. Any disruption in the supply or cost increase of these materials may also have a direct adverse impact on project timing and costs and hence the profitability of the Property Development Business, causing the Group to suffer an adverse impact on its financial performance.

The Group is subject to risks inherent in investing in entities and the manner in which our interests are held which we do not control

The Group may hold property investments through or make investments in entities that are not part of the Group and over which the Group does not have majority control. The performance of these entities and the Group's share of their results are subject to the same or similar risks relating to the Property Development Business that affect the Group as described herein. There is no assurance that the Group will be able to influence the management, operation and performance of these entities, whether or not through its voting rights, in a manner which would be favourable to the Group, or at all. If all or any of these entities were to perform poorly, the financial condition, results of operations and prospects of the Property Development Business may be adversely affected.

The Group is subject to liquidity or late payment or non-payment risks

The Group faces uncertainties over the timeliness of clients' payments and their solvency or creditworthiness in respect of purchases of the Group's development properties. There is no assurance that the Group will be able to collect any progress payments on a timely basis, or at all.

In the event that there are defaulting purchasers or a significant delay in collecting progress payments from purchasers, our subsidiaries involved in the Property Development Business may face stress on its liquidity and cash flow. Further, some of our customers may default on their payments to us, owing to events or circumstances that are difficult to anticipate or detect that would

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have an impact on our customers' ability to make timely payments. As a result of our customers defaulting on their payment to us, we would have to make provisions for doubtful debts, or to incur write-offs, which may have an adverse effect on our operating results and profitability.

The Property Development Business will be subject to risks in relation to pre-sold properties

The Group intends to pre-sell most of its properties prior to completion in line with industry practice. In the event of a failure or delay in the delivery of pre-sold properties to purchasers, the Group may be liable for potential losses that purchasers may suffer as a result. Such failure or delay may be attributed to factors such as the time taken and the costs involved in completing construction, which are in turn adversely affected by factors such as delays in obtaining requisite licences, permits or approvals from government agencies or authorities, shortages of labour or raw materials, adverse weather conditions, natural disasters, labour disputes, disputes with contractors, accidents, and changes in government priorities and policies. If the delay in delivery extends beyond the contractually specified period, the purchasers may also be entitled to terminate the pre-sale agreements and claim refunds of monies paid, damages and/or compensation for late delivery. There is no assurance that the Property Development Business will not experience significant delays in completion or delivery of pre-sold properties. Such failure and delay may therefore have a material adverse effect on our Group's revenue, financial performance, prospects and profitability.

The Property Development Business will be dependent on the recruitment and retention of qualified employees and consultants for its operations and profitability and may be affected by a shortage of skilled construction labour

As the Group's existing management team does not have direct experience and expertise in the Property Development Business, the Group may have to depend on the Group's Executive Director, Mr Chan Heng Fai, who manages the Property Development Business, to provide guidance and/or to source investment partners to jointly undertake the projects coming within the Property Development Business. We cannot assure that the Group will not experience operational difficulties or disputes with its investment partners or that its operations will achieve the expected level of revenue and profitability. Our success and growth in the Property Development Business will also depend, to a large extent, on our ability to retain and motivate Mr Chan Heng Fai. The loss of services of Mr Chan Heng Fai or any of the other Directors without suitable and timely replacement, or the inability to attract and retain other qualified personnel, would have an adverse impact on our prospects, operations and financial performance.

The growth of the Property Development Business will be dependent on the Group's ability to identify, recruit, train and retain qualified employees to form a relevant and strong management team with the requisite technical expertise to oversee the operations of the Property Development Business. The competition for qualified personnel in the Property Development Business is intense, and the loss of services of one or more of such individuals without adequate replacement, or the inability to attract qualified personnel at a reasonable cost could have a material adverse effect on the Property Development Business's prospects, operations and financial performance.

The Property Development Business will also be dependent on skilled construction labour, supervisors and managerial staff with relevant industry experience. The Group recognises there may be an increasing shortage of such personnel especially in a rising property market. Any dearth in the availability of such labour resources will have an adverse effect on the operations of the Property Development Business and eventually its financial performance.

The Group may also have limitation in recruiting right personnel or gather sufficient expertise to successfully execute the Property Development Business. The Group's ability to successfully diversify into the Property Development Business is further dependent upon its ability to adapt its existing knowledge and expertise and harness the experience and knowledge of the newly recruited personnel in understanding and navigating through the Property Development Business.

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The Group may thus not be able to implement the Property Development Business as successfully or smoothly as expected and this may adversely affect the Group's financial performance and profitability.

The Property Development Business will be dependent on subcontractors

The Group may from time to time engage independent third-party contractors and/or subcontractors to provide various services, including design, construction, piling and foundation, building and property fit-out works, installation of air-conditioning units and elevators, and interior decoration for its property development projects. There is no assurance that the services rendered by such independent third party contractors and/or subcontractors will always be satisfactory or match the targeted quality level. These contractors and/or subcontractors may also be unable to complete the work for which they were contracted on time or at all, either due to financial reasons or otherwise, thus delaying the completion of our property development projects or resulting in additional costs such as the cost overruns and/or the payment of liquidated damages. Any lack of satisfactory quality in respect of any aspect of the project or any delay in the completion of projects caused by subcontractors could adversely affect the profitability and the results of operations of the Property Development Business and may cause damage to the reputation of the Group.

The Group will be exposed to potential liability and loss arising from damages, injury or death due to accidents at construction worksites

The Group faces the inherent risk of the property development industry of accidents involving its employees or third parties on its development sites, even if adequate safety measures are in place. Such accidents, or mishaps may severely disrupt our operations and lead to a delay in the completion of a project, and in the event of such delay, we could be liable to pay compensation, such as liquidated damages, under the contract with the client. In such an event, our business, operating results and financial performance may be materially and adversely affected.

Further, such accidents or mishaps may subject us to claims from workers or other persons involved in such accidents or mishaps for damages suffered by them. In the event that any accidents which are not covered by the Group's insurance policies occur, or if claims arising from such accidents are in excess of its insurance coverage and/or any of its insurance claims are contested by its insurers, the Group will be required to pay compensation and its financial performance may be adversely affected. Such insurance claims may also result in higher insurance premiums payable by the Group in the future. These may have an adverse effect on the Group's financial results. In addition, the contractors and/or subcontractors may be required by regulatory authorities, such as the Ministry of Manpower, to suspend its operations for a period of time or pay fines. The potential resultant imposition of fines and penalties and possible delays in project completion, cost overruns and/or liquidated damages, may in turn affect the Group's profitability, reputation and the prospects of the Property Development Business.

In addition, any accidents or mishaps resulting in significant damage to our machinery or equipment may also have a significant adverse effect on our business, financial condition and operating results.

We are exposed to the risk of legal proceedings arising from the operations of the Property Development Business

The Group may be involved from time to time in disputes with various parties involved in the development and sale and/or lease of its properties, such as main contractors, subcontractors, suppliers, construction companies, purchasers, lessees, other investment partners and lenders, in the future. Such disputes may include claims relating to delays and defective works and may lead to legal and other proceedings, which could cause the Group to suffer additional costs and further delays. In addition, the Group may have disagreements with regulatory bodies in the course of its operations, which may subject the Group to administrative proceedings and unfavourable decrees that result in financial losses and delay the construction or completion of the Group's projects. Any project delays arising from the above will affect the Group's business and financial performance.

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Mergers and acquisitions, joint ventures or co-investment for Property Development Business may not be successful

Any merger or acquisition undertaken, or joint venture or co-investment entered into, by the Group for the Property Development Business may not be successful. If disputes arise out of such mergers or acquisitions or with its joint venture or co-investment partners, the relevant business objectives may not be achieved and may lead to an adverse effect on the operations and financial position of the Group.

We may be exposed to risks inherent in expansion to other countries

As our Group does not have any prior business exposure in the Property Development Business in the countries into which the Group is exploring opportunities to expand into, nor completed any projects in these geographical area, such expansion if undertaken by our Group may expose our operations to the risks inherent in doing business abroad.

These risks include:

- (i) the disruption of operations from labour and political disturbances;
- (ii) expropriation or seizure of our property;
- (iii) nullification, renegotiation or modification of existing agreements;
- (iv) regional economic downturns;
- (v) import/export quotas, trade tariffs, embargoes and other forms of public and governmental regulation;
- (vi) unfavourable taxes, tax increases and retroactive tax claims;
- (vii) currency exchange rate fluctuations, devaluations, and restrictions on currency repatriation; and
- (viii) insurrection or war that may disrupt or limit markets.

We are unable to foresee the nature of foreign governmental laws and regulations applicable to our operations that may be introduced in the future. This increases our exposure to risks in specific countries where we might otherwise have the expertise to compete. These risks could have a material adverse effect on our financial condition and results of operations.

We may be affected by adverse changes in the political, economic, or social conditions in the countries into which the Group intends to expand its Property Development Business

The Group will be governed by the laws, regulations and government policies in the states, countries and areas in which the Group operates. The Group's Property Development Business and future growth are dependent on the political, economic, regulatory and social conditions in these countries. Any economic downturn or changes in policies in these countries, currency and interest rate fluctuations, capital controls or capital restrictions, labour laws, changes in environmental protection and worksite safety laws and regulations, duties and taxation and limitations on imports and exports could materially and adversely affect the Group's operations, financial performance and future growth.

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RISK FACTORS ASSOCIATED WITH THE INVESTMENT BUSINESS

The Group's performance in the Investment Business will be subject to exposure to macro-economic risks

The Investment Business can be affected by many factors which are beyond the Group's control. Any of the following factors may cause fluctuations and/or declines in the markets in which the Group operates or invests:

- (a) legal and regulatory changes;
- (b) government policies;
- (c) economic and political conditions;
- (d) level and volatility of liquidity and risk aversion;
- (e) concerns about natural disasters, terrorism and war;
- (f) the level and volatility of equity, debt, property, commodity and other financial markets;
- (g) the level and volatility of interest rates and foreign currency exchange rates;
- (h) concerns over inflation; and
- (i) changes in investor confidence levels.

Any of the above-mentioned factors could adversely impact the performance of the Investment Business, which in turn may affect the Group's revenue, results of operations and/or financial condition.

Pursuant to the expansion of the scope of the Investment Business, the Group may invest in foreign countries and securities of issuers located outside of Singapore, which may involve foreign exchange, political, social, economic and tax uncertainties and risks.

The Group may invest all or a portion of the assets under our funds in the equity, debt, loans or other securities of issuers located outside Singapore. In addition to business uncertainties, such investments may be affected by changes in currency translation as well as political, social and economic uncertainty affecting a country or region. Many financial markets are not as developed or as efficient as those in Singapore or certain major financial markets such as Hong Kong & United States, and as a result, liquidity may be reduced and price volatility may be higher. The legal and regulatory environment may also be different, particularly with respect to bankruptcy and reorganisation. Financial accounting standards and practices may differ, and there may be less publicly available information in respect of such companies.

Restrictions imposed or actions taken by foreign governments may adversely impact the value of the Group's investments. Such restrictions or actions could include exchange controls, seizure or nationalisation of foreign deposits or other assets and adoption of other governmental restrictions that adversely affect the prices of securities or the ability to repatriate profits on investments or the capital invested itself. Income received by the Group from sources in some countries may be reduced by withholding and other taxes. Any such taxes paid by a fund will reduce the net income or return from such investments. The Group's investments could also expose itself to risks associated with trade and economic sanctions prohibitions or other restrictions imposed by governments or organisations, including the United Nations, the European Union and its member countries. While the Group will take these factors into consideration in making investment decisions, including when hedging positions, the Group may not be able to fully avoid these risks or generate sufficient risk-adjusted returns.

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In addition, as a result of the complexity of, and lack of clear precedent or authority with respect to, the application of various income tax laws to foreign investment structures, the application of rules governing how transactions and structures should be reported is also subject to differing interpretations. New legislation or changes in the interpretation of existing legislation and local authority assertions that investors have a local taxable presence or are holding companies for trading purposes rather than for capital purposes, or are not otherwise entitled to treaty benefits. In addition, the tax authorities in certain countries have sought to deny the benefits of income tax treaties for withholding taxes on interest and dividends of non-resident entities, if the entity is not the beneficial owner of the income but rather a mere conduit company inserted primarily to assess treaty benefits.

The Group does not have any proven track record and history in the operation and management of the Investment Business

The Group does not have any proven track record and history in the operation and management of the Investment Business. There is no assurance that the Investment Business will be profitable or will be able to provide capital gains and capital preservation. The Group's investments in quoted and/or unquoted property-related investment funds and securities and a range of property-related instruments such as funds and bonds as managed by professional licensed fund managers might not have significant operating histories and proven track records and may not prove to be profitable in the short and/or long term. The investee companies which the Group invests in (the "investees" or "investee companies") may not have significant operating histories and proven track records and may not prove to be profitable in the short and/or long term or actualise the anticipated level of returns projected by the management. If the Group does not derive sufficient revenue from or does not manage to derive capital gains and/or ensure capital preservation of its investments in the Investment Business, the overall financial position and profitability of the Group may be adversely affected.

The Group may not be successful in implementing its strategies

The Group's expansion strategy in the Investment Business will include a number of risks. Such risks include the risk that the expected results may not materialise, the new strategies may conflict, detract from or compete against its existing businesses, or the investment process, controls and procedures that the Group develops will prove insufficient or inadequate, among other risks. If the Group is not successful in implementing its expansion strategies and ensuring that all the businesses of the Group do not adversely affect one another, there may be a material adverse effect on the Group's reputation, business, growth prospects, fee income, results of operations and/or financial condition.

The Investment Business is heavily dependent on the Group's reputation. Any adverse publicity could have an adverse effect on the Group's business and financial performance.

The success of the Investment Business will rely heavily on the market's perception of the Group. This arises from the nature of the Investment Business, wherein integrity (and the perception thereof), trust and confidence (from clients and counterparties) are extremely crucial. Negative publicity or adverse reputational events (whether or not justified) associated with the Group or any of its officers or employees may adversely impact the Group's reputation and result in a loss of clients. Therefore, any perception of, or alleged mismanagement, fraud or failure to discharge legal, contractual, regulatory or fiduciary duties, responsibilities, liabilities or obligations may have an adverse effect on the Group's growth prospects, business operations and financial performance.

The Group may be exposed to litigation

The Investment Business may be subject to a complex legal and regulatory environment. Licensing requirements and capital adequacy requirements may apply in the context of the Investment Business. In addition, certain duties may be owed to counterparties or third parties in the context of the Investment Business. Any litigation brought against the Group in the future in relation to the Investment Business could have a material adverse effect on the Group's reputation, business, growth prospects, fee income, results of operations and/or financial condition.

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The Group may be affected by the actions of its employees and/or the professionals it engages

Whilst the Group intends to put in place internal policies and risk management guidelines, such precautions may not be effective in all cases. It may not always be possible to detect employee misconduct. Employee misconduct and/or negligence may result in legal liability, regulatory sanctions and unquantifiable damage to the Group's reputation. This may materially and adversely affect the Group's business operations and financial performance. In addition, the laws, rules and regulations applicable to the professionals engaged by the Group may also impose restrictions and/or penalties on the Group in the event such laws, rules or regulations are breached, or alleged to be breached by the professionals, and the Group's competitiveness and financial performance may consequently be materially and adversely affected.

The Group may not be successful in applying for and maintaining the requisite registrations and/or licenses

The Investment Business may be subject to governmental regulations and rules by the relevant authorities. Some of these include the requirement to apply for and obtain certain registrations, licences and approvals, as well as fulfilling all continuing obligations in connection with such registrations, licences and approvals. There can be no assurance that the Group will be successful in applying for and obtaining the requisite registrations, licences and approvals, or that the Group will be able to maintain and/or renew these licences. Failure to obtain and/or renew registrations, licences and approvals when necessary may delay the commencement of, or prevent revenue growth in the Investment Business, which may materially and adversely affect the results of operations or financial position of the Group.

The Group may be exposed to foreign exchange risk

The Company's reporting currency is in Singapore Dollars, whilst it is anticipated that the currencies used in the operations of the Investment Business may span a wide range of currencies. Upon consolidation, the financial statements of the Investment Business will be translated into Singapore Dollars at the exchange rates in effect at the balance sheet date. All profit and loss accounts are translated using the average exchange rates for the period. Accordingly, the Group will have translation foreign exchange exposure.

In addition, to the extent that the Group's revenue and operating expenses are not naturally matched in the same currency and to the extent that there are timing differences between invoicing and collection, the Group is also exposed to transactional foreign exchange exposure. Accordingly, any significant currency fluctuations will have a material impact on the Group's financial performance.

The Group may face force majeure and other events beyond the control of the Group

In addition to the general macroeconomic conditions and business environment of various jurisdictions and sectors that may affect the Investment Business, diverse factors such as natural disasters, epidemics, pandemics or acts of terrorism and international disputes that affect economic and business conditions may disrupt the operation of the Investment Business. Consequently, the costs of funding, revenue, financial performance and business prospects of the Group may thereby be materially and adversely affected.

The Group may face operational risk from errors made in the execution, confirmation or settlement of transactions and our dependence on the Group's headquarter in Singapore and third-party providers may have an adverse impact on the Group's ability to continue to operate the Investment Business without interruption which could result in losses to the Group.

The Group may face operational risk from errors made in the execution, confirmation or settlement of transactions. The Group may also face operational risk from transactions not being properly recorded, evaluated or accounted for in the Group's books and/or accounting system. The Group's business will be highly dependent on the ability to process and evaluate, on a daily basis,

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transactions across markets and geographies in a time-sensitive, efficient and accurate manner. Consequently, the Group shall rely heavily on our financial, accounting and other data processing systems. In addition, the Group's information systems and technology might not be able to accommodate our growth, and the cost of maintaining such systems might increase from time to time. These risks could cause the Group to suffer financial loss, a disruption of businesses, liability to funds, regulatory intervention and reputational damage.

Further, the Group depends on its headquarters in Singapore for the operation of the Group's Investment Business. A disaster or a disruption in the infrastructure that supports the Investment Business, including a disruption involving electronic communications or other services used by us or third parties with whom the Group conducts business, or directly affecting the headquarters, may have an adverse impact on the Group's ability to continue to operate our businesses without interruption which could have a material adverse effect on the Group's operations. Although the Group will put in place disaster recovery programs, these may not be sufficient to mitigate the harm that may result from such a disaster or disruption. In addition, insurance and other safeguards might only partially reimburse the Group's losses.

Finally, the Group relies on third-party service providers for certain aspects of the Group's businesses, including for certain information systems, technology and administration of investments and compliance matters. Any interruption or deterioration in the performance of these third parties could impair the quality of the Investment Business' operations and could impact the Group's reputation, adversely affect its businesses and limit its ability to grow.

The Group relies on information systems to conduct its Investment Business, and failure to protect these systems against security breaches could adversely affect the Group's Investment Business and results of operations. Additionally, if these systems fail or become unavailable for any significant period of time, the Group's Investment Business could be harmed

The efficient operation of the Group's Investment Business is dependent on computer hardware and software systems. Information systems are vulnerable to security breaches by computer hackers and cyber terrorists. The Group relies on industry accepted security measures and technology to securely maintain confidential and proprietary information maintained on its information systems. However, these measures and technology may not adequately prevent security breaches. In addition, the unavailability of the information systems or the failure of these systems to perform as anticipated for any reason could disrupt the Group's Investment Business and could result in decreased performance and increased operating costs, causing the Group's Investment Business and results of operations to suffer. Any significant interruption or failure of the Group's information systems or any significant breach of security could adversely affect the Group's Investment Business and results of operations.

Investments in unlisted companies may potentially be illiquid

The Group may invest in unlisted companies. In such cases, the Group could incur greater investment realisation risks than investments in listed securities, as there may be limited methods available to the Group for the sale of such investments, such as by way of an initial public offer. There can be no assurance that such investee companies would be able to comply with or meet the requirement(s) for an initial public offer. Even if the investee companies are able to undertake an initial public offer, the securities held by the Group may be subject to certain restrictions (such as moratorium undertakings), including the requirement to retain a certain level of shareholding in the investee company for a certain period of time. There can be no assurance that the Group will be able to successfully realise its investments in unlisted companies by way of an initial public offering or otherwise.

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The Group may be exposed to a higher level of risk through its investments in companies with businesses in the early stages of development

The Group may invest in the quoted and/or unquoted securities of companies with businesses in the early stages of development that have high growth potential (for example, if the Group invests in such companies as the angel investing or business incubation stage). While these companies may present greater opportunities for growth, they are often accompanied by a higher risk profile than those usually associated with companies with more established businesses. There can be no assurance that the Group may be able to reap its envisaged or any returns, or even recover its investments. Given the nature of such investments, the Company will regularly assess the financial and operational performance of such investee companies.

The Group may not be able to identify and invest in suitable investee companies

The performance and success of the Investment Business is dependent on the Group's ability to identify suitable investments and following such identification, to successfully realise the value of the investments. This ability may be undermined by various factors, including changes to the general economic conditions and changes to relevant interest rates and business sentiment. There is thus no assurance that the Group will always be successful in identifying suitable investments for the Investment Business. The Group's inability to identify and make suitable investments in investee companies may materially and adversely affect the Group's ability to grow the Investment Business.

The Group may not be able to fully influence or control the investee companies, which may adversely affect the Group

The Group may not become actively involved with the day-to-day management of any particular investee company. Where the Group takes a strategic but non-controlling stake in an investee company, it may have limited control or influence in terms of the investee company's business and operations. Therefore, the Group may not be able to take any steps to remedy any mismanagement of any investee company. Such mismanagement may adversely affect the financial performance of the investee company, which may in turn affect the returns on the Group's investments. The impact of any negative publicity or announcements relating to management of an investee company may also adversely affect the Group's reputation (whether or not justified), as well as correspondingly, the value of the Company's Shares.

The Group's investment activities may be subject to risks due to fluctuations in interest rates

To the extent that the Group obtains borrowings for investments or other purposes and the borrowings are at floating rates of interest, the cost of servicing such debt will increase if the interest rates for the borrowings increase significantly. Any significant increase in interest rates may adversely impact the performance of the Group's investment activities if the Group's borrowings are made under floating rates of interest.

The Group may not, and may not be able to hedge effectively against certain risks

The Group may, from time to time, undertake various transactions (such as transacting in options and warrants, or entering into futures contracts) to hedge its foreign exchange exposure and interest rate exposure. There can be no assurance that the Group will, or will be able to hedge successfully or effectively against such exposures and the Group may be unable to avoid losses therefrom.

The Group's financial projections for portfolio companies and other fund investments may prove inaccurate

The Group generally establishes the capital structure of portfolio companies and certain other fund investments, including real estate investments, on the basis of financial projections for such investments. These projected operating results will normally be based primarily on management judgments. In all cases, projections are only estimates of future results that are based upon assumptions made at the time that the projections are developed. General economic conditions,

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which are not predictable, along with other factors may cause actual performance to fall short of the financial projections the Group used to establish a given investment's capital structure. For any given leverage employed in the Group's investments, this could cause a substantial decrease in the value of the Group's equity holdings in such investments. The inaccuracy of financial projections could thus cause the Group's funds' performance to fall short of expectations and may adversely impact the performance of the Group's investment activities.

The Investment Business will be dependent on the recruitment and retention of qualified personnel for its operations and the guidance provided by the Investment Committee and the Audit and Risk Management Committee, the loss of any key member of which may adversely affect the operations of it

The performance of the Investment Business is highly dependent on the leadership of Mr Chan Heng Fai and the guidance by the Audit and Risk Management Committee specifically and on a regular basis. The ability of SeD Capital Group to attract and retain key personnel in its management to identify new investment opportunities and to oversee the Group's investments is crucial to its performance. The loss of any of these individuals could have a material effect on the operations and financial performance of the Investment Business and could, in turn, have a material effect on the financial performance of the Investment Business. The Group may also have to pay substantial remuneration to attract personnel with the relevant experience in the Investment Business which could adversely affect the Group's operating margins and profitability.

The Group may not have adequate financing for its Investment Business and may require additional funding for its future growth

The Investment Business is capital-intensive in nature and the Group may require a substantial amount of capital for operations and for future expansion. As the Group establishes and grows its Investment Business, its working capital requirements may increase. To the extent that funds generated from operations have been exhausted, the Group may have to raise additional funds to meet new financial requirements. These additional funds may be raised by way of equity offerings (which would be subject to Shareholders' approval if necessary) or by way of borrowings. The raising of capital through equity offerings may result in a dilution to Shareholders' investment in the Company. Any additional debt financing may, apart from increasing interest expense and gearing, contain restrictive covenants with respect to dividends, future fund raising exercises and other financial and operational matters. If the Group is unable to procure the additional funding that may be required, its growth or financial performance will be adversely affected.

The Group's risk management systems and policies may not be effective in mitigating the Group's risk exposure, and the Group may be exposed to unidentified or unanticipated risks, which may materially and adversely affect its results of operations and financial condition

The Group's risk management systems, policies and other risk management techniques may not be effective in mitigating the Group's risk exposure in all market environments or against all types of risk, including risks that are unidentified or unanticipated. Any failure of the Group's risk management procedures or any failure to identify any applicable risks may have a material adverse effect on the Group's results of operations and financial condition.

The operations of the Group may be affected by political risks in the countries in which the underlying assets of the investments of the Investment Business is situated

The countries in which the investees operate, or which the underlying assets of the investments of the Investment Business are situated, may have been or be affected by events such as political upheavals, internal strife, civil commotions, strikes and riots. The recurrence of such events may affect the performance of the investments of quoted and unquoted securities and instruments as well as valuation of the underlying assets, which may result in a severe impact on our business, financial performance and condition.

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RISK FACTORS ASSOCIATED WITH THE INFORMATION TECHNOLOGY BUSINESS

If we fail to continue to innovate and provide effective products and services to attract and retain users, we may lose customers and in turn, our financial performance may be adversely affected

Our success depends on our ability to continue to provide attractive and effective products and services that enable users to have a secure and high-quality internet experience. In order to attract and retain users and compete against our competitors, we may need to invest significant resources in research and development to enhance our information technology products and services, improve our existing products and services, introduce additional high-quality products and services and enhance user experience. We may not be able to expand our user base if our products and services do not meet the needs of our users or are not effectively or timely brought to market. If we are unable to anticipate user preferences or industry changes, or if we are unable to modify our products and services on a timely basis, our user base may not increase at the expected rate, if at all, or even decrease. If we fail to innovate and provide effective products and services to attract and retain users, users may not choose to use our products and services. Consequently, this may adversely affect our future financial performance.

If we fail to keep up with rapid changes in technologies and Internet-enabled devices, our business may be adversely affected

Our future success will depend on our ability to respond to rapidly changing technologies, adapt our services to evolving industry standards and improve the performance and reliability of our products and services. Our failure to adapt to such changes could harm our business. In addition, changes in internet-enabled devices resulting from technological development may also adversely affect our business. For example, the number of people accessing the internet through devices other than personal computers, including mobile phones and other hand-held devices, has increased in recent years. If we are slow to develop products and services that are compatible with mobile devices, or if the products and services we develop are not widely accepted and used by mobile device users, we may not be able to capture a significant share of this increasingly important market. In addition, the widespread adoption of new internet, networking or telecommunications technologies or other technological changes could require substantial expenditures to modify or adapt our products, services or infrastructure. If we fail to keep up with rapid technological changes to remain competitive, our future success and financial performance may be adversely affected.

We may face significant competition and may suffer from a loss of users and customers as a result

We may face significant competition from other information technology service providers, whose competitive standing in the marketplace largely depends on the technological reputation of its brand, the size of its user base, its technological expertise, the effectiveness of its software as well as its business model. Some of our competitors may have significantly greater financial resources than we do. They may also have longer operating histories and more experience in attracting and retaining users and managing customers than we do. They may use their experience and resources to compete with us in a variety of ways, including by competing more intensely for users and customers, investing more heavily in research and development and making strategic acquisitions. If any of our competitors provides better products and services, our user base and user traffic could decline significantly. Any such decline could weaken our brand, result in loss of users and customers and have a material adverse effect on our results of operations.

If our expansion into new Information Technology Businesses and overseas markets is not successful, our future results of operations and growth prospects may be materially and adversely affected

As part of our growth strategy, we may enter into new areas of Information Technology Businesses from time to time by leveraging on our user base. We may also expand into overseas markets through investment or strategic alliances with local market participants. Expansions into new areas

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of Information Technology Businesses and new markets may present operating and marketing challenges that are different from those that we currently encounter. For each new area of Information Technology Business or market we enter into, we face competition from existing leading providers. If we cannot successfully address the new challenges and compete effectively against such existing leading players, we may not be able to develop a sufficiently large customer and user base or recover costs incurred for marketing such new areas of Information Technology Businesses or developing new markets. Consequently, our future results of operations and growth prospects may be materially and adversely affected.

The success of our mobile internet value-added services depends on our ability to accommodate user demand and source suitable third-party products and services

The success of our mobile internet value-added services depends on our ability to respond adequately and timely to accommodate our users' demand for such value-added services and source suitable third-party products and services on reasonable terms. If we are unable to continue to offer a variety of suitable value-added services that attract users and generate revenue, our financial condition and operating results may be materially adversely affected.

Interruption or failure of our own information technology and communications systems or those of third-party service providers we rely upon could impair our ability to effectively provide our products and services, which could damage our reputation and harm our operating results

Our ability to provide our products and services depends on the continuing operation of our information technology and communications systems. Any damage to or failure of our systems could affect the performance and reliability of our mobile internet products and services and directly impact our users. Service interruptions may damage our brand and reduce our user base if our products and services are perceived to be unreliable. Our systems are vulnerable to damage or interruption as a result of terrorist attacks, wars, earthquakes, floods, fires, power loss, telecommunications failures, undetected errors or "bugs" in our software, computer viruses, interruptions in access to our websites and servers through the use of "denial of service" or similar attacks, hacking or other attempts to harm our systems and similar events. Our servers, which may be hosted at third-party Internet data centers, could be vulnerable to break-ins, sabotage and vandalism. Additionally, the occurrence of a closure of an Internet data center by any of our third-party providers without adequate notice could result in lengthy service interruptions.

If we experience frequent or persistent system failures affecting our products and services, whether due to interruptions and failures of our own information technology and communications systems or those of third-party service providers we rely upon, our reputation and brand could be severely harmed. Consequently, this may adversely affect our future financial performance.

Our success will depend on the continuing and collaborative efforts of our management team and other key personnel in the Information Technology Business and our business may be harmed if we lose their services

Our future success will depend heavily upon the continuing services of our management team in the Information Technology Business. If one or more of our executives or other key personnel in the IT Business are unable or unwilling to continue in their positions, we may not be able to replace them easily or at all, and our business may be disrupted and our financial condition and results of operations may be materially and adversely affected. Competition for management and key personnel is intense, the pool of qualified candidates is limited, and we may not be able to retain the services of our executives or key personnel, or attract and retain experienced executives or key personnel in the future.

If any of our executives or other key personnel joins a competitor or forms a competing company, we may lose customers, distributors, know-how and key personnel. Consequently, this may adversely affect our future financial performance.

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We rely on highly skilled personnel. If we are unable to retain or motivate them or hire additional qualified personnel, we may not be able to grow effectively

Our performance and future success depend on the talents and efforts of highly skilled individuals. We will need to continue to identify, hire, develop, motivate and retain highly skilled personnel for the Information Technology Business. Competition in the Information Technology industry for qualified employees is intense. Our continued ability to compete effectively depends on our ability to attract new employees and to retain and motivate our existing employees.

As competition in the mobile internet and cloud computing industry intensifies, it may be more difficult for us to hire, motivate and retain highly skilled personnel. If we do not succeed in attracting additional highly skilled personnel or retaining or motivating our existing personnel, we may be unable to grow effectively. Consequently, our future results of operations and growth prospects may be materially and adversely affected.

We may not be able to prevent others from unauthorised use of our intellectual property or brands, which could harm our business and competitive position

We may rely on a combination of copyright, trademark and trade secret laws, as well as non disclosure agreements and other methods to protect our intellectual property rights and brands. The steps we are going to take may be inadequate to prevent the misappropriation of our technology or unauthorised use of our brands. Reverse engineering, unauthorised copying or other misappropriation of our technologies could enable third parties to benefit from our technologies without compensating us. Moreover, unauthorised use of our technology could enable our competitors to offer products and services that are comparable to or better than ours, which could harm our business and competitive position. From time to time, we may have to enforce our intellectual property rights and brands through litigation. Such litigation may result in substantial costs and diversion of resources and management attention. Consequently, there will be an adverse impact on our profitability and financial performance if we are unsuccessful in enforcing our intellectual property rights or recovering the costs and resources expended to enforce our intellectual property rights.

Third parties may claim that we infringe their proprietary rights, which could cause us to incur significant legal expenses and prevent us from promoting our products and services

From time to time, we may receive claims that we have infringed the intellectual property rights of others. Such claims may be based on our use of trademarks, logos, technologies or other intellectual properties. Any such claim, with or without merit, could result in costly litigation and distract our management from day-to-day operations. If we fail to successfully defend such claims, we could be required to make unavailable or redesign our products and services, pay monetary amounts as damages, enter into royalty or licensing arrangements, or satisfy indemnification obligations that we have with some of our users. Any royalty or licensing arrangements that we may seek in such circumstances may not be available to us on commercially reasonable terms or at all. In addition, if we acquire and integrate third party technologies into our products and services, our exposure to infringement actions may increase because we must rely upon these third parties to verify the origin and ownership of such technology.

Further, we may license and use technologies from third parties in our products and services. These third-party technology licenses may not continue to be available to us on acceptable terms or at all, and may expose us to additional liability. This liability, or our inability to use any of this third-party software, could result in disruptions in our business that could materially and adversely affect our operating results.

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The successful operation of our business depends upon the performance and reliability of the internet infrastructure in the countries where we operate and the safety of our network and infrastructure

Our Information Technology Business depends on the performance and reliability of the internet infrastructure in the countries we propose to operate in. In certain countries, access to the internet is maintained through state-owned telecommunication operators under the administrative control and regulatory supervision of the local governments providing basic internet infrastructure. In the event that these countries cannot develop more sophisticated internet infrastructure in a timely manner to support our products and services and/or if we do not have access to alternative networks in the event of disruptions, failures or other problems with the state-owned internet infrastructures, our future results of operations and growth prospects may be materially and adversely affected.

Although we believe that we will have sufficient controls in place to prevent intentional disruptions, our network and infrastructure may be targets of attacks specifically designed to impede the performance of our products and services, misappropriate proprietary information or harm our reputation. As the techniques used by hackers to access or sabotage networks change frequently and may not be recognised until launched against a target, we may be unable to anticipate these techniques. The theft and/or unauthorised use or publication of our trade secrets and other confidential business information as a result of such an event could adversely affect our competitive position, brand reputation and user base, and our users and customers may assert claims against us related to resulting losses arising from security breaches. Our business could be subject to significant disruption and our results of operations may be adversely affected.

We may be adversely affected by complexity, uncertainties and changes in regulation of Internet and value-added telecommunications service companies

Where we operate our Information Technology Business, the local governments may extensively regulate the Information Technology industry, including foreign ownership of, and the licensing and permit requirements pertaining to, companies in the Information Technology industry. These internet-related laws and regulations may be relatively new and still evolving, and their interpretation and enforcement may involve significant uncertainty. As a result, it may be difficult in certain circumstances to determine what actions or omissions may be deemed to be violations of applicable laws and regulations.

As a result of the complexity, uncertainties and constant changes in regulation in the internet and value-added telecommunications companies, our business activities and growth may be adversely affected if we do not respond to the changes in a timely manner or are found to be in violation of the applicable laws, regulations and policies as a result of a different position from ours taken by the competent authority in the interpretation of such applicable laws, regulations and policies.

If we fail to obtain or maintain all required licenses, permits and approvals or if we are required to take actions that are time-consuming or costly, our business operations may be materially and adversely affected

Where we operate our Information Technology Business, we may be required to obtain applicable licenses, permits and approvals from different local government and regulatory authorities in order to conduct our Information Technology Business. These government authorities may continue to pass new rules regulating the internet sector. They may also require us to obtain additional licenses, permits or approvals not previously mandated so that we can continue to operate our existing businesses. We therefore cannot be certain that we will not encounter problems in obtaining such government approvals or in fulfilling the conditions required for obtaining such approvals, or that we will be able to adapt to new laws, regulations or policies that may come into effect from time to time. If we fail to obtain relevant approvals or fulfil the conditions of those approvals, our business and financial performance may be adversely affected. In addition, new regulations or new interpretations of existing regulations may increase our costs of doing business and prevent us from efficiently delivering services and products over the internet and/or through

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mobile operators and expose us to potential penalties and fines. These regulations may also restrict our ability to expand our customer and user base or to provide services in additional geographic areas.

Regulation and censorship of information disseminated over the internet may adversely affect our business and subject us to liability for information displayed on or linked to our websites

Where we operate our Information Technology Business, the local governments may have published regulations that subject website operators to potential liability for objectionable content displayed on their websites and the actions of users and others using their systems, including liability for violations of local laws and regulations prohibiting the dissemination of content deemed to be socially destabilising. Pursuant thereto, the local authorities may also have the authority to order any local internet service provider to block any internet website at its sole discretion.

Although we attempt to monitor the content posted on our websites or transmitted through our products and services, we may not be able to control or restrict the content generated or linked by the users from other internet content providers. If the regulatory authorities deem any content displayed on our websites or transmitted through our products and services to be objectionable, they may require us to limit or eliminate the dissemination of such information and/or they may temporarily suspend or shut down our operations. We may also be required to report any suspected unlawful activities to competent authorities if the same is detected by us. Any of these actions may reduce our user traffic and adversely affect our business. In addition, we may be subject to penalties for violations of those regulations arising from information displayed on or linked to our websites and/or transmitted through our products and services, including a suspension or shutdown of our online operations.

We may not have adequate financing for the Information Technology Business and may require additional funding for its future growth

The Information Technology Business is capital-intensive in nature and the Group may require a substantial amount of capital for operations and for future expansion. As the Group establishes and grows its Information Technology Business, its working capital requirements may increase. To the extent that funds generated from operations have been exhausted, the Group may have to raise additional funds to meet new financial requirements. These additional funds may be raised by way of equity offerings (which would be subject to Shareholders' approval if necessary) or by way of borrowings. The raising of capital through equity offerings may result in a dilution to Shareholders' investment in the Company. Any additional debt financing may, apart from increasing interest expense and gearing, contain restrictive covenants with respect to dividends, future fund raising exercises and other financial and operational matters. If the Group is unable to procure the additional funding that may be required, its growth or financial performance will be adversely affected.

Our investment activities in the Information Technology Business may be subject to risks arising from fluctuations in interest rates

To the extent that the Group obtains borrowings for the IT Business and the borrowings are at floating rates of interest, the cost of servicing such debt will increase if the interest rates for the borrowings increase significantly. Any significant increase in interest rates may adversely impact the performance of the Group's IT Business if borrowings are at floating rates of interest.

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RISKS RELATING TO AN INVESTMENT IN OUR SHARES, RIGHTS SHARES AND WARRANTS

Investment in shares quoted on Catalist involves a higher degree of risk and may be less liquid than shares quoted on the Main Board of the SGX-ST

Our Shares are listed on Catalist, a listing platform designed primarily for fast-growing and emerging or smaller companies to which a higher investment risk tends to be attached as compared to larger or more established companies listed on the Main Board of the SGX-ST. An investment in shares quoted on Catalist may carry a higher risk than an investment in shares quoted on the Main Board of the SGX-ST.

There may not be an active or liquid market for our Shares

The market price of our Shares could be subject to significant fluctuations as investors' sentiments may be affected by external factors such as the outbreak of war, escalation of hostilities or outbreak of infectious diseases (whether in Singapore or elsewhere). Other factors including the liquidity of our Shares in the market, differences between our actual financial or operating results and those expected by investors and analysts, the general market conditions and broad market fluctuations may also result in significant fluctuations in the market price of our Shares.

The Warrants may expire and become worthless

The Warrants issued pursuant to the Rights cum Warrants Issue have an Exercise Period of five (5) years (for further details on the Exercise Period, please refer to the principal terms of the Warrants set out in Paragraph 1 of Part X of this Offer Information Statement). In the event that the Warrants are not exercised by the end of the Warrants Exercise Period, they will expire and be worthless to the holder thereof.

Our share price may be volatile in future which could result in substantial losses for Shareholders

The trading price of our listed securities may fluctuate significantly and rapidly after the Rights cum Warrants Issue as a result of, among others, the following factors, some of which are beyond our control:

- (i) variations of our operating results;
- (ii) changes in securities analysts' recommendations, perceptions or estimates of our financial performance;
- (iii) announcements made by us of significant acquisitions, strategic alliances or joint ventures;
- (iv) additions or departures of key personnel;
- (v) fluctuations in stock market prices and volume;
- (vi) involvement in litigation; and
- (vii) changes in general economic and stock market conditions.

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

In the event that Entitled Shareholders do not or are not able to accept their provisional allotment of Rights Shares with Warrants, their proportionate ownership of the Company will be reduced. They may also experience a dilution in the value of their Shares. Even if the Entitled Shareholder sells his Rights Shares, or such Rights Shares are sold on his behalf, the consideration he receives may not be sufficient to compensate him fully for the dilution of his ownership of the Company as a result of the Rights cum Warrants Issue.

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Future sale or issuance of Shares or other convertible securities could adversely affect the price of our listed securities

Any future sale or issuance of a large number of our Shares can have a downward pressure on the price of our listed securities. The sale of a significant amount of Shares in the public market after the Rights cum Warrants, or the perception that such sales may occur, could materially and adversely affect the price of our listed securities. These factors also affect our ability to sell additional equity securities.

Negative publicity which includes those relating to any of our Directors, Executive Officers or Substantial Shareholders may adversely affect our Share Price

Negative publicity or announcements relating to any of our Directors, Executive Officers or Substantial Shareholders may adversely affect the market perception or the performance of our Shares, whether or not it is justified. Examples of these include unsuccessful attempts in joint ventures, acquisitions or takeovers, or involvement in insolvency proceedings.

We may require additional funding for our growth plans (which we may not be able to obtain), and such funding may result in a dilution of Shareholders' investment

In the course of planning our growth, we have attempted to estimate our funding requirements.

In the event that the costs of implementing such plans should exceed these estimates significantly or that we come across opportunities to grow through expansion plans which cannot be predicted at this juncture, and our funds generated from our operations prove insufficient for such purposes, we may need to raise additional funds to meet these funding requirements.

These additional funds may be raised by issuing equity or debt securities or by borrowing from banks or from other resources. We cannot ensure that we will be able to obtain any additional financing on terms that are acceptable to us, or at all. If we fail to obtain additional financing on terms that are acceptable to us, we will not be able to implement such plans fully. Such financing even if obtained, may be accompanied by conditions that limit our ability to pay dividends or require us to seek lenders' consent for payment of dividends, or restrict our freedom to operate our business by requiring lenders' consent for certain corporate actions.

Further, in the event that we raise additional funds by way of a limited placement or by a rights offering or through the issuance of new Shares, any Shareholders who are unable or unwilling to participate in such an additional round of fund raising may suffer dilution in their investments.

Control by our Substantial Shareholders of our enlarged share capital after the Rights cum Warrants Issue may limit your ability to influence the outcome of decisions requiring the approval of Shareholders

After the completion of the Rights cum Warrants Issue and assuming that the Concert Party Group subscribes for 67,333,333 Rights Shares with Warrants and up to 71,765,284 Excess Rights Shares with Warrants (subject to availability) pursuant to the Undertakings, and/or exercises all of the Warrants allotted and issued to them while the remaining Shareholders do not subscribe to their entitlements and/or the Warranholders do not exercise their Warrants, Mr Chan Heng Fai will remain as the largest Shareholder of the Company. Mr Chan Heng Fai and HBD will continue to be able to significantly influence all matters requiring approval by our Shareholders except where they are required by the Catalist Rules to abstain from voting. Such concentration of ownership will place them in a position to affect significantly our corporate actions such as mergers or takeover attempts (notwithstanding that the same may be synergistic or beneficial to our Group) in a manner that could conflict with the interests of our public Shareholders.

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We may not be able to pay dividends in the future

Our ability to declare dividends to our Shareholders will depend on our future financial performance and distributable reserves of our Company. Our Company's future financial performance and distributable reserves depend on several factors, such as the successful implementation of our strategies, general economic conditions, demand for and selling prices of our products and services. Many of these factors may be beyond our control. As such, there is no assurance that our Company will be able to pay dividends to our Shareholders after the completion of the Rights cum Warrants Issue. In the event that any company in our Group enters into any loan agreements in the future, covenants therein may also limit when and how much dividends it can declare and pay.

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- 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. No profit forecast is disclosed in this Offer Information Statement.

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- 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. No profit forecast or profit estimate is disclosed in this Offer Information Statement.

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- 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.**
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Not applicable. No profit forecast is disclosed in this Offer Information Statement.

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

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

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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. 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 all public announcements made by the Company via SGXNET, the Directors are not aware of any event which has occurred from 30 June 2016 and up to the Latest Practicable Date which may have a material effect on the financial position and results of the Group.

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

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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 lodgment of the offer information statement, the method by which the offer price is to be determined must be explained.**
-

Based on the issued and paid-up share capital of the Company comprising 417,295,850 Shares as at the Latest Practicable Date, up to 163,888,475 Rights Shares will be offered to the Entitled Shareholders on the basis of one (1) Rights Share for every three (3) existing Shares held by the Entitled Shareholders as at the Books Closure Date at the issue price of S\$0.04 for each Rights Share, fractional entitlements to be disregarded, and up to 819,442,375 free detachable Warrants will be offered to the Entitled Shareholders on the basis of five (5) Warrants for every one (1) Rights Share subscribed for.

The expenses incurred for the Rights cum Warrants Issue will not be specifically charged to subscribers or Purchasers of the Rights Shares with Warrants but will be paid out of the proceeds of the Rights cum Warrants Issue. An administrative fee will be incurred for each Electronic Application made through ATMs of the respective Participating Bank and will be borne by the subscribers or Purchasers of the Rights Shares with Warrants.

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

The Shares currently are and the Right Shares and the Exercised Shares will be listed on the Catalist of the SGX-ST.

The Warrants are not previously listed on Catalist. The Warrants' Exercise Price of S\$0.04 for each Exercised Share was determined by the Company after taking into consideration, inter alia, the market price of the Shares and period of for the exercise of the Warrants. The Warrants' Exercise Price of S\$0.04 for each Exercised Share represents a premium of approximately 29.0% to the last transacted price of S\$0.031 per Share on 27 June 2016, being the full market day on which the Rights cum Warrants Issue was announced.

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

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

Not applicable as none of the Shareholders has pre-emptive rights to subscribe for or purchase the Rights Shares with Warrants.

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

4. **If securities of the same class as those securities being offered are listed for quotation on any securities exchange:**
- (a) **in a case where the first-mentioned securities have been listed for quotation on the securities exchange for at least 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities —**
 - (i) **for each of the 12 calendar months immediately preceding the calendar month in which the latest practicable date falls; and**
 - (ii) **for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date; or**
 - (b) **in a case where the first-mentioned securities have been listed for quotation on the securities exchange for less than 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities**
 - (i) **for each calendar month immediately preceding the calendar month in which the latest practicable date falls; and**
 - (ii) **for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date;**
 - (c) **disclose any significant trading suspension that has occurred on the securities exchange during the 3 years immediately preceding the latest practicable date or, if the securities have been listed for quotation for less than 3 years, during the period from the date on which the securities were first listed to the latest practicable date; and**
 - (d) **disclose information on any lack of liquidity, if the securities are not regularly traded on the securities exchange.**
-

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- (a) The price range and volume of the Shares traded on the SGX-ST over the last 12 months immediately preceding the date of lodgement of this Offer Information Statement, and for the period from 1 September 2016 to the Latest Practicable Date are as follows: –

	Price Range (S\$)	Volume of Shares traded on SGX-ST (‘000)
1 September 2016 to Latest Practicable Date	0.015 – 0.033	946
August 2016	0.026 – 0.028	0
July 2016	0.026 – 0.031	69
June 2016	0.028 – 0.032	682
May 2016	0.029 – 0.036	945
April 2016	0.032 – 0.038	639
March 2016	0.025 – 0.034	358
February 2016	0.023 – 0.041	871
January 2016	0.023 – 0.046	2,080
December 2015	0.028 – 0.033	6,320
November 2015	0.024 – 0.038	462
October 2015	0.026 – 0.032	2,010
September 2015	0.026 – 0.049	917

Source: Bloomberg Finance L.P.

Bloomberg Finance L.P. has not consented to the inclusion of the price range and volume of Shares quoted under this section and is thereby not liable for such information under Section 253 and 254 of the SFA. The Company has included the above price range and volume of Shares in their proper form and context in this Offer Information Statement and has not verified the accuracy of these statements. The Company is not aware of any disclaimers made by Bloomberg Finance L.P. in relation to these quotes.

- (b) Not applicable as the Shares have been listed on the SGX-ST for more than 12 months immediately preceding the Latest Practicable Date.
- (c) 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 Catalist Rules, there has been no significant trading suspension for the Shares during the three (3) years immediately preceding the Latest Practicable Date.
- (d) Please refer to the table above for the volume of Shares traded during each of the last 12 calendar months immediately preceding the Latest Practicable Date and for the period from 1 September 2016 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) **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 Rights Shares and Exercised Shares (when issued on the exercise of the Warrants) will, on allotment and issue, rank *pari passu* in all respects with the existing Shares, save for any dividends, rights, allotment or other distributions, the Record Date for which falls on or before the date of allotment and issue of the Rights Shares or the Exercised Shares (as the case may be).

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The Warrants will, upon issue, be a new class of securities. Each Warrant entitles the Warrantholder thereof to subscribe for one (1) Exercised Share at the Warrant's Exercise Price, subject to the terms and conditions set out in the Warrants Deed Poll. For the avoidance of doubt, the Warrants will not be listed and traded on the SGX-ST.

Please refer to paragraph 1 of "Part X – Additional Information required for Offer of Securities by way of Rights Issue" of this Offer Information Statement for information on the rights, preferences and restrictions attached to the Warrants.

The Rights Shares and Exercised Shares will be issued pursuant to the approval given by Shareholders at the EGM held on 15 September 2016 and the resolution of the Board dated 27 June 2016.

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.**

Basis of allotment

The Rights cum Warrants Issue is proposed to be made on a renounceable and non-underwritten basis to Entitled Shareholders. Up to 163,888,475 Rights Shares at S\$0.04 per Rights Share will be issued on the basis of one (1) Rights Share for every three (3) existing Shares held by the Entitled Shareholders as at the Books Closure Date, fractional entitlements being disregarded. Up to 819,442,375 Warrants will be issued on the basis of five (5) Warrants for every one (1) Rights Share subscribed for.

The Rights Shares and the Warrants are not offered through any broker or dealer.

Entitled Shareholders

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

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

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

The Directors will take steps to ensure that Rule 803 of the Catalist Rules, on the restriction of transfer of controlling interest without prior approval of Shareholders in a general meeting, is complied with in their exercise of discretion to allot and issue any excess Rights Shares with Warrants.

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Foreign Shareholders

For practical reasons and in order to avoid any violation of relevant legislation applicable in countries other than Singapore, the Rights Shares with Warrants will not be offered to Foreign Shareholders. If it is practicable to do so, arrangements may, at the discretion of the Company, be made for the provisional allotment of Rights Shares with Warrants which would otherwise have been provisionally allotted to Foreign Shareholders to be sold “nil-paid” on the SGX-ST as soon as practicable after dealings in the provisional allotments of Rights Shares with Warrants commence and the net proceeds arising therefrom will be dealt with in accordance with the terms set out in this Offer Information Statement.

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

Not applicable. The Rights cum Warrants Issue will not be underwritten as the Undertaking Shareholders have provided the Undertakings. Please refer to section (1)(f) of Part X of this Offer Information Statement for further details on the Undertakings.

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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.
-

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. Paragraphs 1 and 2 of this Part are not applicable.

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. There is no issue manager or underwriter to the Rights cum Warrants Issue.

Other Matters

5. Include particulars of any other matters not disclosed under any other paragraph of this Schedule which could materially affect, directly or indirectly
- (a) the relevant entity's business operations or financial position or results; or
 - (b) investments by holders of securities in the relevant entity.
-

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As a result of the Rights cum Warrants Issue, the exercise price and/or the number of the Bonus Warrants, Piggyback Warrants and Share Options may be adjusted in accordance with the respective terms and conditions of the Bonus Warrants, Piggyback Warrants and Share Options. The Company will make further announcement(s) on the adjustments to the exercise price and/or the number of Bonus Warrants and Piggyback Warrants in due course as and when appropriate.

Save as disclosed in this Offer Information Statement and in the public announcements made by the Company via the SGXNET, the Directors are not aware of any other matter which could materially affect, directly or indirectly, the Group's business operations, financial position, or results or investments by holders of securities in the Company.

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

Not applicable.

PART IX: ADDITIONAL INFORMATION REQUIRED FOR CONVERTIBLE DEBENTURES

Not applicable.

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

1. Provide -

(a) the particulars of the Rights Issue;

(1) Principal terms of the Rights Shares

- Number of Rights Shares** : Up to 163,888,475 Rights Shares (with up to 819,442,375 free detachable Warrants).
- Basis of Provisional Allotment** : The Rights cum Warrants Issue is made on a renounceable basis to Entitled Shareholders on the basis of one (1) Rights Share for every three (3) existing Shares held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded.
- Issue Price** : S\$0.04 for each Rights Share, payable in full upon acceptance and/or application.
- Eligibility to Participate** : Please refer to the section entitled "Eligibility of Shareholders to Participate in the Rights cum Warrants Issue" of this Offer Information Statement for further information.
- Status of the Rights Shares** : The Rights Shares are payable in full upon acceptance and/or application, and when allotted and issued, will rank *pari passu* in all respects with the then existing Shares, save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the Rights Shares.
- Listing of the Rights Shares** : On 2 September 2016, the Company obtained the listing and quotation notice from the SGX-ST for the listing of and quotation for up to 163,888,475 Rights Shares and up to 819,442,375 Exercised Shares on Catalist, subject to certain conditions. The listing and quotation notice granted by the SGX-ST for the dealing in, listing of and quotation for the Rights Shares and the Exercised Shares on Catalist is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Exercised Shares, the Company, its Subsidiaries and their securities.
- Trading of the Rights Shares** : Upon the listing and quotation of the Rights Shares on the SGX-ST, the Rights Shares will be traded on the SGX-ST under the book-entry (scripless) settlement system. For the purposes of trading on the SGX-ST, each board lot of Shares will comprise 100 Shares.
- Non-underwritten** : The Rights cum Warrants Issue is not underwritten. However, the Undertaking Shareholders have given the Undertakings that they will, *inter alia*, irrevocably apply, subscribe and pay in full for, and/or procure the application, subscription and payment in full for,

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67,333,333 Rights Shares with Warrants, and up to 71,765,284 Excess Rights Shares with Warrants (subject to availability) under the Rights cum Warrants Issue. The details of the Undertakings are set out in Section 2.11 of the Circular. In view of the Undertakings and taking into consideration the cost of engaging an underwriter and having to pay commission in relation to the underwriting, the Company has decided to proceed with the Rights cum Warrants Issue on a non-underwritten basis. The Rights cum Warrants Issue will not be withdrawn after commencement of the ex-rights trading of the Shares pursuant to Rule 820(1) of the Catalist Rules.

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

Provisional allotments which are not taken up for any reason shall be aggregated and used to satisfy Excess Applications (if any) or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit for the benefit of the Company.

In the allotment of excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and that Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue, or have representation (direct or through a nominee) on the Board will rank last in priority for the rounding of odd lots and allotment of excess Rights Shares with Warrants. The Company will also not make any allotment and issue of any excess Rights Shares with Warrants that will result in a transfer of controlling interest in the Company unless otherwise approved by Shareholders in a general meeting.

Scaling Down : Depending on the level of subscription for the Rights Shares with Warrants, the Company will, if necessary, scale down the subscription for the Rights Shares with Warrants by any of the Substantial Shareholders (if such Substantial Shareholder chooses to subscribe for its *pro-rata* Rights Shares with Warrants entitlement) to avoid placing the relevant Substantial Shareholder in the position of incurring a mandatory general offer obligation under the Code as a result of other Shareholders not taking up their Rights Shares with Warrants entitlement fully.

Governing Law : Laws of the Republic of Singapore.

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(2) Principal terms of the Warrants

- Number of Warrants** : Up to 819,442,375 Warrants to be issued free together with the Rights Shares
- Basis of allotment** : Five (5) free detachable Warrants with every one (1) Rights Share subscribed for, fractional entitlements to be disregarded.
- Detachability and NO trading of Warrants** : The Warrants will be detached from the Rights Shares on issue. The Warrants will **NOT** be listed and traded on the SGX-ST.
- No listing of the Warrants; Listing of the Exercised Shares** : The Company has made an application through its Sponsor to the SGX-ST for the listing of and quotation for the Exercised Shares. On 2 September 2016, the Company obtained the listing and quotation notice from the SGX-ST for the listing of and quotation for up to 163,888,475 Rights Shares and up to 819,442,375 Exercised Shares on Catalist, subject to certain conditions. The listing and quotation notice granted by the SGX-ST for the dealing in, listing of and quotation for the Rights Shares and the Exercised Shares on Catalist is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Exercised Shares, the Company, its Subsidiaries and their securities.
- As the Warrants will not be listed and traded on the SGX-ST, the Company has not made an application for the listing and quotation of the Warrants.
- Form and subscription rights** : The Warrants will be issued in registered form and will be constituted by the Deed Poll. Subject to the terms and conditions of the Warrants as set out in the Deed Poll, each Warrant 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 date of exercise of the Warrants.
- Exercise Price** : S\$0.04 for each Exercised Share on the exercise of a Warrant.
- Exercise Period** : The Warrants may be exercised at any time from and including the date of the issue of the Warrants up to 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 Register of Warranholders of the Company 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 immediately preceding Market Day, as the case may be, but excluding such period(s) during which the Register of Warranholders may be closed pursuant to the terms and conditions of

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the Warrants as 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 Company shall, not later than one (1) month before the expiry of the Exercise Period, give notice to the Warrantheholders in accordance with the conditions set out in the Deed Poll and an announcement will be made. In particular, the Company shall take reasonable steps to notify the Warrantheholders in writing of the expiry of the Exercise Period and such notice shall be delivered by post to the addresses of the Warrantheholders as recorded in the register to be maintained by the Warrant Agent or in the case of Warrantheholders whose Warrants are registered in the name of the Central Depository (Pte) Limited, their addresses as shown in the records of the same.

Mode of payment for exercise of Warrants : Warrantheholders who exercise their Warrants must pay the Exercise Price by way of remittance in Singapore currency by banker's draft or cashier's order drawn on a bank in Singapore in favour of the Company for the full amount of the Exercise Price payable in respect of the Warrants exercised.

Adjustments : The Exercise Price and the number of Warrants to be held by each Warrantheholder will be subject to adjustments under certain circumstances provided for in the terms and conditions of the Warrants as set out in the Deed Poll.

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

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

Status of Exercised Shares : The Exercised Shares arising from the exercise of the Warrants will, upon allotment and issue, rank *pari passu* in all respects with the then issued Shares, save that they will not be entitled to participate in any dividends, rights, allotments or other distributions, that may be declared or paid, the Record Date for which falls before the date of exercise of the Warrants.

Modifications of Rights of Warrantheholders : The Company may, without the consent of the Warrantheholders but in accordance with the terms and conditions of the Deed Poll, effect modifications to the terms and conditions of the Deed Poll including, without limitation, the terms and conditions of the Warrants, which, in the opinion of the Company, (i) is not materially prejudicial to the interests of the Warrantheholders or is of a

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formal, technical or minor nature; (ii) is to correct a manifest error or to comply with mandatory provisions of Singapore law; or (iii) is to vary or replace provisions relating to the transfer or exercise of the Warrants, including the issue of Exercised Shares arising from the exercise thereof or meetings of Warrantheolders in order to facilitate the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the SGX-ST.

Any such modification shall be binding on all Warrantheolders and all persons having an interest in the Warrants and shall be notified to them in accordance with the terms and conditions of the Warrants as set out in the Deed Poll, as soon as practicable thereafter.

Without prejudice to any provision of the Deed Poll, any material alteration in the terms and conditions of the Warrants to the advantage of the Warrantheolders is subject to the approval of Shareholders except where the alterations are made pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.

For the avoidance of doubt, the Company may not extend the Exercise Period of an existing Warrant or issue a new Warrant to replace an existing Warrant.

Transfer and transmission

:

The Warrants shall be transferable in lots entitling Warrantheolders to subscribe for whole numbers of Exercised Shares. A Warrant may only be transferred in the manner prescribed in the terms and conditions of the Warrants set out in the Deed Poll including, *inter alia*, the following:

- (a) Lodgement of Certificates and Transfer Forms – a Warrantheolder whose Warrants are registered in his own name (the “**Transferor**”) shall lodge, during normal business hours on any Business Day so as to be received at the specified office of the Warrant Agent, the Transferor's warrant certificate(s) together with an instrument of transfer (the “**Transfer Form**”) duly completed and signed by, or on behalf of, the Transferor and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty and accompanied by the fees and expenses set out in the Deed Poll;
- (b) Deceased Warrantheolder – the executors and administrators of a deceased Warrantheolder whose Warrants are registered in his/her name (not being one of several joint holders whose Warrants are registered in their joint names), and, in the case of one or more of several such joint Warrantheolders, the survivor or survivors of such joint holder shall be the only persons recognised by the Company

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and the Warrant Agent as having title to Warrants registered in the name of a deceased Warranholder. Such persons shall, on producing to the Warrant Agent such evidence as may be required by the Warrant Agent to prove their title, and on the completion of a Transfer Form and the payment of the fees and expenses set out in the Deed Poll, be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased holder could have made;

- (c) Effective Date of Transfer – A Transferor shall be deemed to remain a holder of the Warrant until the name of the transferee is entered in the Register of Warranholders by the Warrant Agent.

Winding-up

: Where there is a member's voluntary winding-up of the Company for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the Warranholders, or some person designated by them, shall have approved by way of a special resolution passed at a meeting of the Warranholders duly convened and held in accordance with the provisions contained in the Deed Poll by a majority consisting of not less than three-fourths of the votes cast thereon, the terms of such scheme of arrangement shall be binding on all the Warranholders and all persons having an interest in the Warrants.

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 Warranholder shall be entitled, no later than two (2) business days, being days (other than a Saturday, a Sunday or a gazetted public holiday) on which commercial banks in Singapore, the SGX-ST, the CDP and the Warrant Agent are open for business, prior to the proposed general meeting, by irrevocable surrender of his Warrant certificate(s) to the Company with the notice for the exercise of the Warrants duly completed, together with all relevant payments payable, to elect to be treated as if he had exercised the Warrants to the extent of the number of Warrants exercised and had on such date been the holder of the Exercised Shares. The Exercised Shares will be allotted to such Warranholder as soon as possible and in any event no later than the day immediately prior to the date of the proposed general meeting.

Subject to the foregoing, if the Company is wound up for any other reason, all Warrants which are not exercised shall lapse and cease to be valid for any purpose.

Further issues

: Subject to the terms and conditions of the Warrants as set out in the Deed Poll, the Company shall be at liberty to issue Shares to Shareholders either for cash or as a bonus distribution and to issue further subscription rights,

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

upon such terms and conditions as the Company sees fit but the Warranholders shall not have any participation rights in such further issues of Shares or subscription rights unless otherwise resolved by the Company in general meeting or in the event of a takeover offer to acquire Shares.

Warrant Agent : Boardroom Corporate & Advisory Services Pte. Ltd.

Governing Law : Laws of the Republic of Singapore

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

The last day and time for splitting of the provisional allotment of the Rights Shares with Warrants to be issued pursuant to the Rights cum Warrants Issue is 10 October 2016 at 5.00 p.m..

(c) the last day and time for acceptance of and payment for the securities to be issued pursuant to the rights issue;

The last day and time for acceptance of and payment for the Rights Shares with Warrants to be issued pursuant to the Rights cum Warrants Issue is 14 October 2016 at 5.00 p.m. (and 9.30 p.m. for Electronic Applications).

(d) the last day and time for renunciation of and payment by the renounee for the securities to be issued pursuant to the rights issue;

The last day and time for renunciation of and payment by the renounee for the Rights Shares with Warrants to be issued pursuant to the Rights cum Warrants Issue is 14 October 2016 at 5.00 p.m..

(e) the terms and conditions of the offer of securities to be issued pursuant to the rights issue;

The terms and conditions of the Rights cum Warrants Issue are as set out in this Offer Information Statement, in particular, Appendices I to IV to this Offer Information Statement and in the PAL, the ARE and the ARS.

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

The Rights cum Warrants Issue will be supported by certain Substantial Shareholders of the Company, namely Mr Chan Heng Fai, who is an Executive Director and Chief Executive Officer of the Company and HBD (i.e. collectively, the Undertaking Shareholders). As at the Latest Practicable Date, HBD holds 155,250,000 Shares directly. As at the Latest Practicable Date, Mr Chan Heng Fai holds 46,750,000 Shares directly. Mr Chan Heng Fai is also a company director of HBD and holds 100% of the issued and paid-up share capital of HBD. Therefore, Mr Chan Heng Fai is deemed interested in the 155,250,000 Shares that HBD holds. As at the Latest Practicable Date, Mr Chan Heng Fai and HBD hold in aggregate 202,000,000 Shares.

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

To show their support for the Rights cum Warrants Issue and to demonstrate their commitment to and confidence in the prospects of the Group, the Undertaking Shareholders have given the Undertakings, pursuant to which they each have irrevocably undertaken to the Company that, *inter alia*:

- (a) They will apply and subscribe for and/or procure applications and subscriptions for their respective pro-rata entitlements and pay for and/or procure the payment for 67,333,333 Rights Shares with Warrants, and up to 71,765,284 Excess Rights Shares with Warrants (subject to availability) under the Rights cum Warrants Issue;
- (b) They shall not, without the prior written consent of the Company, sell, transfer or otherwise dispose of all or any of his legal or beneficial interest in the Shares it currently legally and beneficially owns prior to the Books Closure Date;
- (c) They shall procure the doing of all such acts, provide all such information, confirmations, undertakings and certificates and execute or procure the execution of all such documents as may be necessary and/or pursuant to any requirements of the SGX-ST, the Authority, the ACRA, the SIC and/or any other regulatory authorities in Singapore, (in each case) in relation to the Rights cum Warrants Issue and all the matters set out in paragraphs (a) and (b) above; and
- (d) They shall indemnify and hold harmless the Company from and against any and all losses, liabilities, damages, costs, charges, expenses (including legal fees on a full indemnity basis) and taxes, claims, actions, demands or judgment which are suffered or incurred by or which are instituted, made or alleged against the Company by reason of or in connection with any breach or default of his obligations set out in paragraphs (a) to (d) above (excluding any breach or default of his obligations in paragraph (d) above which has been rectified within three (3) business days from the date of written notification of such breach or default to him), and shall pay to the Company on demand an amount equal to all costs, charges and expenses (including legal fees on a full indemnity basis) which the Company may pay or incur in connection with investigating, disputing or defending any such claims or losses (whether actual, pending or threatened and whether or not the Company is or may be a party to any such claims).

The Undertakings are conditional upon the following:

- (a) The SIC Waiver granted by the SIC not having been withdrawn or revoked as at the date of the completion of the Rights cum Warrants Issue;
- (b) Shareholders' approval for the Rights cum Warrants Issue, including the allotment and issue of the Rights Shares, being obtained at the EGM;
- (c) The Whitewash Resolution being approved by Independent Shareholders at the EGM;
- (d) the listing and quotation notice from the SGX-ST for the dealing in, listing and quotation of the Rights Shares and the Exercised Shares on the Catalist of the SGX-ST having been obtained (and such approval not having been withdrawn or revoked on or prior to the closing date of the offer of the Rights Shares with Warrants under the Rights cum Warrants Issue), and if such approval is granted subject to conditions, such conditions being acceptable to and fulfilled by the Company; and
- (f) the lodgment of the Offer Information Statement in connection with the Rights cum Warrants Issue together with all other accompanying documents (if applicable) pursuant to the SFA with the SGX-ST acting as agent on behalf of the Monetary Authority of Singapore,

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

(collectively the “**Undertaking Conditions**”).

The Undertakings shall terminate (i) if the Company decides not to proceed with the Rights cum Warrants Issue and upon the release of an announcement by the Company through SGXNET of such decision and (ii) upon the non-fulfilment of any of the Undertaking Conditions on the date of such non-fulfilment.

As at the Latest Practicable Date, Undertaking Conditions (b), (c) and (d) have been satisfied.

The Company had received the approval of Independent Shareholders for the Whitewash Resolution at the EGM, and received the listing and quotation notice from the SGX-ST approving the dealing in, listing of and quotation for the Rights Shares and the Exercised Shares on the Catalist on 2 September 2016.

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

In view of the Undertakings and taking into consideration the cost of engaging an underwriter and having to pay commission in relation to the underwriting, the Company has decided to proceed with the Rights cum Warrants Issue on a non-underwritten basis.

**APPENDIX I – ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS ISSUES
UNDER APPENDIX 8A OF THE CATALIST RULES**

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

The working capital of the Group for FY2013, FY2014, FY2015 and HY2016 (extracted from the audited financial statements for FY2013, FY2014 and FY2015, and the unaudited half year financial statement announcement for the financial period ended 30 June 2016 dated 12 August 2016) are set out below.

	Audited			Unaudited
	As at 31 December 2013 (S\$'000)	As at 31 December 2014 (S\$'000)	As at 31 December 2015 (S\$'000)	As at 30 June 2016 (S\$'000)
Current assets				
Cash and cash equivalents	2,184	21,528	10,875	8,503
Trade and other receivables	15,618	479	6,511	1,093
Gross amount due from customers for work-in-progress	3,331	–	–	–
Properties under development	–	17,278	52,565	56,165
Properties held for sale	–	–	1,819	2,215
Inventories	–	–	–	–
Investment securities	–	–	21	25
	21,133	39,285	71,791	68,001
Current liabilities				
Provision for claims	3,000	3,461	812	812
Trade and other payables	26,362	3,517	14,755	12,874
Derivatives	–	5,869	1,036	–
Loans and borrowings	5,973	1,609	28,473	29,649
	35,335	14,456	45,076	43,335
Working capital	(14,202)	24,829	26,715	24,666

A review of the working capital of the Group as at 31 December 2013, 31 December 2014, 31 December 2015 and 30 June 2016 is set out below:

As at 30 June 2016 compared with 31 December 2015

The decrease of S\$2.0 million in working capital relates to the decrease in current assets and current liabilities amounting to S\$3.7 million and S\$1.7 million respectively.

The current assets movement relates to the decrease in cash and cash equivalents of S\$2.2million and the decrease in trade and other receivable of S\$5.4 million, offset by the increase in Properties under development for the amount of S\$3.6 million and the increase in properties held for sale of S\$0.3 million.

The current liabilities movement relates to the decrease in payables and accrued operating expenses amounting to S\$1.9 million and the decrease in derivative liability of S\$1 million, offset by the increase in loan and borrowings of S\$1.2 million.

APPENDIX I – ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS ISSUES UNDER APPENDIX 8A OF THE CATALIST RULES

As at 31 December 2015 compared with 31 December 2014

The Group's working capital was increased by approximately S\$1.9 million to S\$26.7 million in FY2015 from S\$24.8 million in FY2014, this was mainly due to the increase in property under development of approximately S\$35.3 million, properties held for sale of approximately S\$1.8 million and trade and other receivables of approximately S\$6.0 million and a decrease in cash on hand and at bank of approximately S\$10.7 million and an increased in current liabilities of approximately S\$30.6 million which was mainly due to the increase of loans and borrowing of approximately S\$26.9 million, trade and other payables of S\$11.2 million which was partially offset by a decrease in provision for claims of approximately S\$2.6 million and derivatives of approximately S\$4.8 million.

As at 31 December 2014 compared with 31 December 2013

The disposal of CIPL on 21 May 2014 and its exclusion from the consolidated balance sheet of the Company accounted for most of the significant changes in financial positions as follows:

Balances as at 31 December 2013 (S\$ million)	CIPL	Group (excl. CIPL)	Consolidated Balance
Trade and other receivables and gross amount due from customers for contract work-in-progress totalling	18.4	0.5	18.9
Cash and bank balances (including bank deposit pledged)	1.7	0.5	2.2
Provision for legal claim	(3.0)	–	(3.0)
Trade and other payable	(25.1)	(1.3)	(26.4)
Loans from directors	(0.8)	(1.0)	(1.8)
Loans and borrowings	(5.9)	(0.1)	(6.0)
Total	(14.7)	(1.4)	(16.1)

In addition to the above changes, the Group's financial position as at 31 December 2014 was due to the following:

- (a) Trade receivable arose from those contracts undertaken by SCPL in collaboration with Hauslab Group under a heads of agreement announced by the Company on 10 April 2014.
- (b) Properties under development
- (c) The Group's properties under development at S\$17.3 million which comprised land purchase costs, project financing cost (which had been capitalised), project management and development costs in relation to the Black Oak Project in Houston, USA and Mandurah Project in Western Australia.
- (d) Provision for claims of S\$3.5 million as at 31 December 2014 represented a 50% provision recorded for the corporate indemnities previously provided to the since-disposed CIPL.

Loans and borrowings

The Group's property development businesses were mainly funded by Exchangeable Notes (S\$5.0 million), net proceeds from the 2014 Rights Issue (S\$9.2 million) and a bank loan for Mandurah Project (S\$0.7 million). Arising from the issuance of Exchangeable Notes, the Group had recorded an embedded financial derivative liability of S\$5.9 million due to revaluation of exchangeable rights held by the holders of the Exchangeable Notes.

APPENDIX I – ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS ISSUES UNDER APPENDIX 8A OF THE CATALIST RULES

The Group also received a S\$3 million interest free loan from a former directors to fund CIPL prior to its disposal. S\$1.5 million of this loan had since been set off against certain obligations by the former director under the disposal of CIPL.

(e) Cash and cash equivalents

The increase of cash balances of S\$21.5 million was mainly from the net cash of S\$61.3 million raised via issuance of new shares pursuant to the exercise of Bonus Warrants, Piggyback Warrants, issuance of Exchangeable Notes, 2014 Rights Issue and proceeds from other borrowings. The balance as at 31 December 2014 represented the residual cash balances after taking into account of net cash used in operating activities (S\$37.0 million) and investing activities (S\$0.8 million).

2. Convertible Securities

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

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- (i) For information required under Rule 832(1) to Rule 832(8) of the Catalist Rules, please refer to (i) paragraph 1 of “Part X – Additional Information required for Offer of Securities by way of Rights Issue” and (ii) Appendix II of this Offer Information Statement.

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

For information required under Rule 829(10) of the Catalist Rules, please refer to paragraphs 1 and 4 of “Part V – Operating and Financial Review and Prospects” of this Offer Information Statement.

- (ii) Not applicable. The Rights cum Warrants Issue is not underwritten by any financial institution.

3. A responsibility statement by the sponsor and each financial adviser in the form set out in Practice Note 12A of the Catalist Rules

To the best of the Sponsor’s knowledge and belief, this Offer Information Statement constitutes full and true disclosure of all material facts about the Rights cum Warrants Issue, the Company and its Subsidiaries, and the Sponsor is not aware of any facts the omission of which would make any statement in this Offer Information Statement misleading.

APPENDIX II – TERMS OF THE WARRANTS ISSUE

TERMS AND CONDITIONS OF THE WARRANTS (THE “CONDITIONS”)

The warrants to subscribe for new ordinary shares in the capital of Singapore eDevelopment Limited (the “**Company**” and such warrants, the “**Warrants**”), are issued subject to the benefit of a deed poll dated 22 September 2016 executed by the Company (the “**Deed Poll**”). The issue of the Warrants was authorised by resolutions of the board of directors of the Company passed on 27 June 2016 and of the Shareholders of the Company passed on 15 September 2016. As at the date of issue of the Warrants, the listing and quotation notice has been obtained from the SGX-ST (as defined below) for dealing in, the listing of and quotation for the new Shares (as defined below) arising from the exercise of the Warrants. The statements in the 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 of the Warrant Agent (as defined below) referred to in **Condition 4(G)** and the Warrantholders (as defined below) 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

For the purposes of these Conditions and subject as otherwise provided herein:

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

“**Approved Bank**” means any bank or merchant bank in Singapore of international repute and selected by the Directors;

“**Auditors**” means the auditors for the time being of the Company or, if there shall be joint auditors, any one or more of such auditors or, in the event of them being unable or unwilling to carry out any action requested of them pursuant to the provisions of the Deed Poll or the Conditions, such other auditors as may be nominated by the Company;

“**Exercise Price**” means, in respect of each Warrant, S\$0.04 at issuance of the Warrant, fractional entitlements to be disregarded, subject to adjustment in accordance with **Condition 5** below;

“**Business Day**” means a day (other than a Saturday, a Sunday or a gazetted public holiday) on which commercial banks in Singapore, the SGX-ST and the Warrant Agent are open for business;

“**Catalist Rules**” means the SGX-ST Listing Manual Section B: Rules of Catalist;

“**Depositor**” and “**Depository**” shall have the respective meanings ascribed to them in Section 81SF of the SFA;

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

“**Exercise Date**” means, in relation to the exercise of a Warrant, the Business Day on which the applicable conditions referred to in **Condition 4(A)** are fulfilled, or (if fulfilled on different days) on which the last of such conditions is fulfilled, provided that if any such day falls during a period when the Register of Members of the Company is closed, then the “**Exercise Date**” shall be earlier of the next Business Day on which the Register of Members of the Company is open and the Expiration Date;

“**Exercise Notice**” means a notice (for the time being current) for the exercise of the Warrants, copies of which may be obtained from the Warrant Agent;

“**Expiration Date**” means the last date of the Warrants Exercise Period;

“**Extraordinary Resolution**” shall have the meaning set out in **paragraph 20 of Schedule 2** of the Deed Poll;

APPENDIX II – TERMS OF THE WARRANTS ISSUE

“**Market Day**” shall have the meaning ascribed to it in the Catalist Rules;

“**Register**” means the Register of Warrantheolders to be maintained by the Warrant Agent pursuant to **Condition 4(F)** below;

“**Registrar**” means Boardroom Corporate & Advisory Services Pte. Ltd. or such other person, firm or company as may be appointed as such from time to time by the Company;

“**Securities Account**” means a securities account maintained by a Depositor with the Depository;

“**SFA**” means the Securities and Futures Act, Chapter 50 of Singapore, as amended from time to time;

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

“**Shares**” means ordinary shares 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 moneys paid by exercising Warrantheolders in satisfaction of the Exercise Price in relation to the Warrants exercised by such exercising Warrantheolders;

“**S\$**” means the lawful currency of Singapore;

“**unexercised**” means, in relation to the Warrants, all the Warrants which have been issued pursuant to the shareholders’ resolution passed at an extraordinary general meeting of the Company held on 15 September 2016 and all the Warrants which are issued pursuant to **Condition 5** for so long as the Warrants shall not have lapsed in accordance with **Condition 3** other than (a) those which have been exercised in accordance with their terms, (b) those mutilated or defaced Warrants in respect of which replacement Warrants have been duly issued pursuant to **Condition 10**, and (c) for the purpose of ascertaining the number of Warrants unexercised at any time (but not for the purpose of ascertaining whether any Warrants are unexercised), those Warrants alleged to have been lost, stolen or destroyed and in respect of which replacement Warrants have been issued pursuant to **Condition 10**; Provided that for the purposes of (i) the right to attend and vote at any meeting of Warrantheolders and (ii) the determination of how many and which Warrants for the time being remain unexercised for the purposes of **Condition 12 and paragraphs 1, 3, 4 and 8 of Schedule 2**, those Warrants which have not been exercised but have been lodged for exercise (whether or not the conditions precedent to such exercise have been or will be fulfilled) shall, unless and until withdrawn from lodgement, be deemed not to remain unexercised;

“**Warrant Agency Agreement**” means the warrant agency agreement dated 22 September 2016 appointing, *inter alia*, the Warrant Agent, as the same may be modified from time to time by the parties thereto, and includes any other agreement (whether made pursuant to the terms of the Warrant Agency Agreement or otherwise) appointing further or other Warrant Agents or amending or modifying the terms of any such appointment;

“**Warrant Agent**” means Boardroom Corporate & Advisory Services Pte. Ltd. or such other person as may be appointed as such from time to time by the Company pursuant to the Warrant Agency Agreement;

“**Warrantheolders**” means the registered holders of the Warrants. The word “**holder**” or “**holders**” in relation to Warrants shall (where appropriate) be construed accordingly;

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

APPENDIX II – TERMS OF THE WARRANTS ISSUE

“**Warrants Exercise Period**” means the period commencing on (and including) the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the fifth (5th) anniversary of the date of issue of the Warrants, but excluding such period(s) during which the Register may be closed pursuant to **Condition 4(F)** below;

2. Form and Title

- (A) The Warrants are issued in registered form. Title to the Warrants shall be transferable in accordance with **Condition 9**. The Warrant Agent shall maintain the Register on behalf of the Company and, except as required or provided by law, the registered holder of the Warrants will be deemed to be and be treated as the absolute owner thereof and as the holder of all the rights and interests in the number of Warrants so entered (whether or not the Company shall be in default in respect of the Warrants or its covenants contained in the Deed Poll and notwithstanding any notice of ownership or writing hereon or notice of any previous loss or theft of the relevant Warrant Certificate or any express notice to the Company or the 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.
- (B) If two or more persons are entered in the Register as joint holders of any Warrant, they shall be deemed to hold the same as joint tenants with benefit of survivorship subject to the following provisions:
- (i) the Company shall not be bound to register more than three persons as the registered joint holders of any Warrant but this provision shall not apply in the case of executors or administrators (or trustees) of the estate of a deceased Warrantholder;
 - (ii) joint holders of any Warrant whose names are entered in the Register shall be treated as one Warrantholder;
 - (iii) the Company shall not be bound to issue more than one Warrant Certificate for a Warrant registered jointly in the names of several persons and delivery of a Warrant Certificate to the joint holder whose name stands first in the Register shall be sufficient delivery to all; and
 - (iv) the joint holders of any Warrant whose names are entered in the Register shall be, jointly and severally, liable severally in respect of all payments which ought to be made in respect of such Warrants.

3. Exercise Rights

- (A) Each Warrantholder shall have the right, by way of exercise of each Warrant, at any time during normal business hours on any Business Day during the Warrants Exercise Period in the manner set out in **Condition 4** and otherwise on the terms of and subject to the Conditions set out below, to subscribe for one (1) Share at the Exercise Price, subject to adjustments in accordance with **Condition 5**, on the Exercise Date applicable to such Warrant. The Exercise Price shall, on the Exercise Date, be applied towards payment for the Share to be issued on the exercise of the relevant Warrant. Each Warrant shall, following its exercise in accordance with these Conditions, be cancelled by the Company. No payments shall be refunded and no fraction of a Share shall be allotted.
- (B) At the expiry of the Warrants Exercise Period, any Warrant which has not been exercised in accordance with **Condition 4** will lapse and cease to be valid for any purpose.
- (C) 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.

APPENDIX II – TERMS OF THE WARRANTS ISSUE

4. Procedure for Exercise of Warrants

(A) Lodgment Conditions

- (i) In order to exercise one or more Warrants, a Warrantholder must fulfill the following conditions:
- (ii) lodgment during the normal business hours on any Business Day during the Warrants Exercise Period, of the relevant Warrant Certificate registered in the name of the exercising Warrantholder for exercise at the specified office of the Warrant Agent together with the Exercise Notice in respect of the Warrants represented thereby in the form (for the time being current) obtainable from the Warrant Agent and which are in the form or substantially in the form prescribed by the Deed Poll, 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;
- (iii) the furnishing of such evidence (if any, including evidence of nationality) as the Warrant Agent may require to determine the due execution of the Exercise Notice by or on behalf of the exercising Warrantholder (including every joint Warrantholder, if any) or otherwise ensure the due exercise of the Warrants and such other evidence as the Company may require to verify due compliance for the purposes of administering and implementing the provisions set out in these Conditions;
- (iv) the payment or satisfaction of the Exercise Price in accordance with the provisions of **Condition 4(B)** below;
- (v) the payment of any stamp, issue, registration or other similar taxes or duties arising on the exercise of the relevant Warrants as the Warrant Agent may require; and

the payment of the expenses for, and the submission of any necessary documents required in order to effect, the registration of the new Shares in the name of the exercising Warrantholder, and the delivery of the certificates for such new Shares and any property or other securities to be delivered upon the exercise of the relevant Warrants to the place specified by the exercising Warrantholder in the Exercise Notice.

An Exercise Notice which does not comply with the conditions above shall be void for all purposes.

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 or towards payment of the Exercise Price in accordance with **Condition 4(B)** below may not be withdrawn without the consent in writing of the Company.

(B) Payment of Exercise Price

Payment of the Exercise Price shall be made to the specified office of the Warrant Agent by way of a remittance in Singapore currency by banker's draft or cashier's order drawn on a bank operating in Singapore for the credit of the Special Account for the full amount of the Exercise Price payable in respect of the Warrants exercised.

Each such payment shall be made free of any foreign exchange commissions, remittance charges or other deductions and any banker's drafts or cashier's orders shall be endorsed on the reverse side with (i) the number of Warrants exercised, (ii) the name of the exercising Warrantholder and (iii) the certificate numbers of the relevant Warrant Certificates and in each case compliance must also be made with any exchange control or other statutory requirements for the time being applicable.

APPENDIX II – TERMS OF THE WARRANTS ISSUE

If the payment advice fails to comply with the foregoing provisions, the Warrant Agent may, at its absolute discretion and without liability on behalf of itself or the Company, refuse to recognise the relevant payment as relating to the exercise of any particular Warrant, and the exercise of the relevant Warrants may accordingly be delayed or 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 payment of the Exercise Price relating to all the relevant Warrants lodged with the Warrant Agent is less than the full amount of such Exercise Price, the Warrant Agent shall not treat the relevant payment so received or any part thereof as payment of the Exercise Price or any part thereof and, accordingly, the whole of such relevant payment shall remain in the Special Account (subject to **Condition 4(D)** below) unless and until a further payment is made in accordance with the requirements set out above in this **Condition 4(B)** in an amount sufficient to cover the deficiency provided that the Company will not be held responsible for any loss arising from any retention of such payment by the Warrant Agent.

(C) Exercise Date

A Warrant shall (provided the provisions of this **Condition 4** have been satisfied) be treated as exercised on the Exercise Date which shall be the Business Day (falling within the Warrants Exercise Period) on which all the conditions for and provisions relating to the exercise of the Warrant have been fulfilled or, if fulfilled on different dates, the last of such dates provided that if any Warrant is exercised on a date when the Register is closed, the Exercise Date shall be the earlier of the next Business Day on which such Register is open and the Expiration Date.

The relevant Warrants and Warrant Certificates shall be cancelled on the Exercise Date.

(D) Special Account

Payment of the Exercise Price received by the Warrant Agent for credit to the Special Account will be available for release to the Company on the Business Day after the Exercise Date relating to the relevant Warrants in payment for the Shares to be delivered in consequence of the exercise of such Warrants. The relevant Warrants and Warrants Certificates shall be cancelled on the Exercise Date.

If such payment 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 of the Warrants Exercise Price or the conditions set out in **Condition 4(A)** above have not then all been fulfilled in relation to the exercise of such Warrants, such payment will remain in the Special Account pending recognition of such payment or full payment or fulfilment of the lodgment conditions set out in **Condition 4(A)**, as the case may be, but on whichever is the earlier of:

- (i) the fourteenth (14th) day after receipt of such Exercise Notice by the Warrant Agent; and
- (ii) the Expiration Date,

such payment will (if the Exercise Date in respect of such Warrant(s) has not by then occurred) be returned, without interest, to the person who remitted such payment.

The Warrant Agent will, if it is possible to relate the payment so received 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 to the exercising Warrantholder at the risk and expense of such Warrantholder. The Company and the Warrant Agent will be entitled to deduct or otherwise recover from the exercising Warrantholder any applicable handling charges and out-of-pocket expenses of the Warrant Agent. So long as any particular payment remains credited to the Special Account and the relevant Exercise Date has not occurred, it (but excluding any interest accrued thereon) will continue to belong to the exercising Warrantholder but it may only be withdrawn within the abovementioned 14-day period with the consent in writing of the Company.

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(E) Allotment of New Shares and Issue of Balancing Warrant Certificates

A Warranthead exercising Warrants which are 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 with the Depository.

The Company shall allot and issue the new Shares arising from the exercise of the relevant Warrants by a Warranthead and deliver such new Shares in accordance with the instructions of such Warranthead as set out in the Exercise Notice and:

- (i) where such Warranthead has elected in the Exercise Notice to receive physical share certificates in respect of the new Shares arising from the exercise of the relevant Warrants, the Company shall despatch, on or after three (3) Business Days but in any event not later than five (5) Business Days after the relevant Exercise Date, by ordinary post to the address specified in the Exercise Notice and at the risk of such Warranthead, the certificates relating to such new Shares registered in the name of such Warranthead; or
- (ii) where such Warranthead has elected in the Exercise Notice to have the delivery of new Shares arising from the exercise of the relevant Warrants to be effected by the crediting of such new Shares to the Securities Account of such Warranthead as specified in the Exercise Notice, the Company shall on or after three (3) Business Days but in any event not later than five (5) Business Days after the relevant Exercise Date despatch the certificates relating to such new Shares in the name of, and to, the Depository for the credit of such new Shares to the Securities Account of such Warranthead as specified in the Exercise Notice (in which case, such Warranthead shall also duly complete and deliver to the Warrant Agent such forms as may be required by the Depository, failing which such exercising Warranthead shall be deemed to have elected to receive physical share certificates in respect of such new Shares at his address specified in the Register).

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

(F) Register of Warrantheads

The Warrant Agent shall maintain a register (the “**Register**”) containing particulars of the Warrantheads and such other information relating to the Warrants as the Company may require. The Register shall be closed during such periods as the Register of Transfers of the Company may be closed and during such periods as may be required to determine the adjustments to the Exercise Price and/or the number of Warrants under **Condition 5** or during such other period as the Company may determine. Notice of the closure of the Register will be given to the Warrantheads in accordance with **Condition 13**.

Except as required by law or as ordered by a court of competent jurisdiction, the Company and the Warrant Agent shall be entitled to rely on the Register to ascertain the identity of the Warrantheads, the number of Warrants to which any such Warrantheads 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).

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(G) Warrant Agent and Registrar

The name of the initial Warrant Agent and Registrar and its specified office is set out below. The Company reserves the right at any time to vary or terminate the appointment of the Warrant Agent and Registrar and to appoint an additional or another Warrant Agent and/or another Registrar, Provided that it shall at all times maintain a Warrant Agent and a Registrar having a specified office in Singapore so long as the Warrants are outstanding. Notice of any such termination or appointment and of any changes in the specified offices of the Warrant Agent and/or the Registrar shall be given to the Warrantholders in accordance with **Condition 13**.

Warrant Agent and Registrar:

Boardroom Corporate & Advisory Services Pte. Ltd.

50 Raffles Place
#32-01 Singapore Land Tower
Singapore 048623

5. Adjustments of Exercise Price and Number of Warrants

- (A) The Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted by the Directors in consultation with an Approved Bank and/or the Auditors and certified to be in accordance with **Condition 5(B)** below by the Auditors. The Warrants Exercise Price and/or the number of Warrants held by each Warrantholder shall from time to time be adjusted as provided in these Conditions and the Deed Poll in all or any of the following cases:
- (i) any consolidation, subdivision (including a subdivision by way of a bonus issue by the Company of Shares credited as fully paid without capitalisation of profits or reserves), or conversion of Shares; or
 - (ii) an issue by the Company of Shares credited as fully paid-up by way of capitalisation of profits or reserves (whether of a capital or income nature and other than an issue of Shares to its members (“**Members**”) who had an option to take cash or other dividend in lieu of the relevant Shares); or
 - (iii) a Capital Distribution (as defined below) made by the Company to its Members whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or
 - (iv) an offer or invitation made by the Company to its Members whereunder they may acquire or subscribe for Shares by way of rights; or
 - (v) an issue (otherwise than pursuant to a rights issue available to all Members, requiring an adjustment under **Condition 5(A)(iv)** above and other than an issue of Shares to Members who had an option to take cash or other dividend in lieu of the relevant Shares) by the Company of Shares, if the Total Effective Consideration (as defined below) for each Share is less than ninety per cent. (90.0%) of the Current Market Price (as defined below) for each Share (calculated as provided below).
- (B) Subject to these Conditions and the Deed Poll, the Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted in accordance with the following provisions (but so that if the event giving rise to any such adjustment shall be capable of falling within any two or more of **Conditions 5(A)(i) to (v)** above or if such event is capable of giving rise to more than one adjustment, the adjustment shall be made in such manner as the Approved Bank and/or Auditors shall determine):

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(i) Consolidation or Subdivision or Conversion of Shares

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

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

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

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

where:

A = the aggregate number of issued and fully paid-up Shares immediately before such consolidation or subdivision or conversion;

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

X = the existing Exercise Price; and

W = the existing number of Warrants held.

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

(ii) Capitalisation Issues

If and whenever the Company shall make any issue of Shares to its Members credited as fully paid-up by way of capitalisation of profits or reserves (whether of a capital or income nature and other than an issue of Shares to Members who had an option to take cash or other dividend in lieu of the relevant Shares), the Exercise Price and/or the number of Warrants shall be adjusted in the following manner:

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

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

where:

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

B = the aggregate number of Shares to be issued pursuant to any allotment to Members credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature and other than an issue of Shares to Members who had an option to take cash or other dividend in lieu of the relevant Shares);

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X = as in X above; and

W = as in W above.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the 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 (or such other time as may be notified by the Company) on which Members must be registered as such to participate therein.

(iii) Capital Distribution or Rights Issues

If and whenever the Company shall make:

- (a) a Capital Distribution (as defined below) to its Members whether on a reduction of capital or otherwise; or
- (b) any offer or invitation to Members by way of rights whereunder they may acquire or subscribe for Shares;

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

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

and, in the case of Condition 5(B)(iii)(b), the number of Warrants held by each Warrantholder shall be adjusted in the following manner:

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

where:

C = the Current Market Price on the Market Day immediately preceding the date on which the Capital Distribution is publicly announced to the SGX-ST or (failing any such announcement), immediately preceding the date of the Capital Distribution;

- D = (1) in the case of a transaction falling within **Condition 5(B)(iii)(a)**, the fair market value, as determined by an Approved Bank and/or Auditors, of that portion of the Capital Distribution attributable to one Share; and
- (2) in the case of a transaction falling within **Condition 5(B)(iii)(b)**, the value of rights attributable to one (1) Share (as defined below);

X = as in X above; and

W = as in W above.

For the purpose of sub-paragraph (2) of D above, the “value of the rights attributable to one (1) Share” shall be calculated in accordance with the following formula:

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

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Where:

C = as in C above;

E = the subscription price of one (1) additional Share under the offer or invitation to acquire or subscribe for Shares under the terms of such offer or invitation; and

F = the number of Share(s) which is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) Share.

For the purposes of **Conditions 5(A)(iii) and 5(B)(iii)**, “**Capital Distribution**” shall (without prejudice to the generality of that expression) include distributions in cash or specie (other than dividends) or by way of issue of Shares (not falling under Condition 5(B)(ii) above) or other securities credited as fully or partly paid-up by way of capitalisation of profits or reserves (but excluding any issue of Shares made where the Members had an option to take cash or other dividend in lieu of the relevant Shares). Any distribution out of profits or reserves shall not be deemed to be a Capital Distribution unless the profits or reserves are attributable to profits or gains arising from the sale of assets owned by the Company or any of its subsidiaries on or before the date of such distribution and any cancellation of capital which is lost or unrepresented by available assets shall not be deemed to be a Capital Distribution.

For the purpose of this **Condition 5**, the “**Current Market Price**” in relation to each Share for any relevant Market Day shall be the average of the last dealt prices (rounded down to the nearest S\$0.01 per Share) of Shares quoted on the Catalist Board of the SGX-ST for the five (5) consecutive Market Days (on each of which trading of the Shares on the Catalist Board of the SGX-ST has been transacted) immediately preceding that Market Day.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such Capital Distribution or such offer or invitation, as the case may be.

(iv) **Concurrent Capitalisation Issue and Rights Issue**

If and whenever the Company makes any allotment to its Members as provided in **Condition 5(B)(ii)** above and also makes any offer or invitation to its Members as provided in **Condition 5(B)(iii)(b)** and the record date for the purpose of the allotment is also the record date for the purpose of the offer or invitation, the Exercise Price and/or the number of Warrants shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{(I \times C) + (J \times E)}{(I + J + B) \times C} \times X$$

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

where:

B = as in B above;

C = as in C above;

E = as in E above;

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- I = the aggregate number of issued and fully paid-up Shares on the record date;
- J = the aggregate number of new Shares to be issued under an offer or invitation to acquire or subscribe for Shares by way of rights;
- W = as in W above; and
- X = as in X above.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the date next following the closing date for such offer or invitation.

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

(v) Issues at Discount other than by way of Rights

If and whenever (otherwise than pursuant to a rights issue available to all Members alike and requiring an adjustment under **Conditions 5(B)(iii)(b) or 5(B)(iv)** above and other than an issue of Shares to Members who had an option to take cash or other dividend in lieu of the relevant Shares) the Company shall issue any Shares and the Total Effective Consideration for each Share (as defined below) is less than ninety per cent. (90.0%) of the Current Market Price for each Share on the SGX-ST on the date on which the issue price of such Shares is determined or, if such price is determined either before the close of business on the SGX-ST for that day or on a day which is not a Market Day, on the immediately preceding Market Day, the Exercise Price shall be adjusted in the following manner:

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

where:

- K = the number of Shares in issue at the close of business on the SGX-ST on the day immediately preceding the date on which the relevant adjustment becomes effective;
- L = the number of Shares which the Total Effective Consideration (as defined below) would have purchased at such Current Market Price (exclusive of expenses);
- M = the aggregate number of Shares so issued; and
- X = as in X above.

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

For the purposes of **Conditions 5(A)(v) and 5(B)(v)**, the “**Total Effective Consideration**” shall be determined by the Directors with the concurrence of an Approved Bank and/or Auditors and shall be the aggregate consideration receivable by the Company on payment in full for such Shares without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the “**Total Effective Consideration for each Share**” shall be the Total Effective Consideration divided by the number of Shares issued as aforesaid.

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- (C) Notwithstanding any of the provisions contained in **Condition 5(A) and 5(B)**, no adjustment to the Exercise Price and the number of Warrants will be required in respect of:
- (i) an issue by the Company of Shares to officers, including directors or employees of the Company or any of its subsidiaries, related corporations and/or associated companies pursuant to any scheme approved by the Members in any general meeting;
 - (ii) an issue by the Company of Shares or other securities convertible into or right to acquire or subscribe for Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business;
 - (iii) any issue by the Company of Shares pursuant to the exercise of any of the Warrants;
 - (iv) 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; or
 - (v) any purchase by the Company of Shares.
- (D) Any adjustment to the Exercise Price will be rounded upwards to the nearest 0.1 cent and in no event shall any adjustment involve an increase in the Exercise Price (other than upon the consolidation of Shares). No adjustments to the Exercise Price shall be made unless it has been certified to be in accordance with Condition 5(B) above by the Auditors. No adjustment will be made to the Exercise Price in any case in which the amount by which the same would be adjusted would be less than 0.1 cent but any such adjustment which would otherwise then be required will be carried forward and taken into account appropriately in any subsequent adjustment.
- (E) Any adjustment to the number of Warrants held by each Warrantholder will be rounded downwards to the nearest whole Warrant. No adjustment to the number of Warrants shall be made unless (i) it has been certified to be in accordance with **Condition 5(B)** above by the Auditors and (ii) on the Market Day immediately before such adjustment, approval in-principle has been granted by the SGX-ST for the listing of and quotation for such additional Shares as may be issued on the exercise of any of such Warrants.
- (F) Notwithstanding the provisions referred to in this **Condition 5**, in any circumstance where the Directors consider that any adjustments to the Exercise Price and/or the number of Warrants 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 should be made notwithstanding that no such adjustment is required under the said provisions, the Company may appoint an Approved Bank and/or the Auditors to consider whether for any reason whatsoever the adjustment to be made (or the absence of an adjustment) or the adjustment to be made in accordance with the provisions of this **Condition 5** is appropriate or inappropriate, as the case may be, and, if such Approved Bank and/or the Auditors shall consider the adjustment to be inappropriate, the adjustment shall be modified or nullified, or if such Approved bank and/or Auditors shall consider an adjustment to be appropriate, an adjustment shall be made instead of no adjustment in such manner as shall be considered by such Approved Bank and/or Auditors to be in its opinion appropriate. Any adjustment made pursuant to this **Condition 5** (unless otherwise provided under the rules of the SGX-ST from time to time) shall be announced as soon as practicable by the Company.
- (G) Whenever there is an adjustment as herein provided, the Company shall give notice to Warrantholders in accordance with **Condition 13** below that the Exercise Price and/or the number of Warrants has/have been adjusted and setting forth the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or adjusted 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

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inspection at its registered office a signed copy of the certificate of the Auditors certifying the adjustment to the Exercise Price and/or the number of Warrants and a certificate signed by a Director setting forth brief particulars of the event giving rise to the adjustment, the Exercise Price and/or number of Warrants in effect prior to such adjustment, the adjusted Bonus Exercise Price and/or number of Warrants and the effective date of such adjustment and shall, on request, send a copy thereof to any Warrantholder. Whenever there is an adjustment to the number of Warrants, the Company will, as soon as practicable but not later than five (5) Market Days after the effective date of such adjustment, 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 Register.

- (H) If the Directors, the Approved Bank and/or the Auditors are unable to agree upon any adjustment required under these provisions, the Directors shall refer the adjustment to the decision of another Approved Bank and/or other auditors acting as expert and not as arbitrator and whose decision as to such adjustment shall be final and conclusive and no certification by the Auditors shall in such circumstances be necessary.
- (I) If the Company shall in any way modify the rights attached to any share or loan capital so as to convert or make convertible such share or loan capital into, or attach thereto any rights to acquire or subscribe for Shares, the Company shall appoint an Approved Bank and/or the Auditors to consider whether any adjustment is appropriate and if such Approved Bank and/or Auditors and the Directors shall determine that any adjustment is appropriate, the Exercise Price and/or the number of Warrants shall be adjusted accordingly.
- (J) Nothing shall prevent or restrict the buy-back of any classes of shares pursuant to applicable law and the requirements of the SGX-ST and no approval or consent of the Warrantholders shall be required for such buy-back of any class of shares. There shall be no adjustments to the Exercise Price and number of Warrants by reason of such buy-back of any classes of shares.
- (K) Any new Warrants which may be issued by the Company under this **Condition 5** shall be part of the series of Warrants constituted by the Deed Poll, and shall be issued subject to and with the benefit of the Deed Poll and on such terms and conditions as the Directors may from time to time think fit including but not limited to the terms and conditions as set out herein for the Warrants.
- (L) In giving any certificate or making any adjustment hereunder, the Approved Bank and/or Auditors shall be deemed to be acting as experts and not as arbitrators and in the absence of manifest error, their decision shall be conclusive and binding on all persons having an interest in the Warrants.
- (M) Notwithstanding anything herein contained, any adjustment to the Exercise Price and/or the number of Warrants other than in accordance with the provisions of this **Condition 5** shall be subject to the approval of the SGX-ST (if required) and agreed to by the Company, the Approved Bank and/or the Auditors.
- (N) In the event any adjustment to the Exercise Price and/or the number of Warrants held by each Warrantholder is proposed or required to be made pursuant to these Conditions or the Deed Poll, the relevant party or parties, in exercising or making any discretion, consideration or determination (if applicable) shall, subject to any changes to, supplements, modifications and/or amendments of the accounting standards applicable to the Company from time to time, take into account or have reference to the general principle and intent, which is based on accounting standards applicable to the Company as at the date of execution of the Deed Poll, that such adjustment shall, to the extent possible or permitted, be made in such manner such that the per share value of such adjustment cannot exceed the per share value of the dilution to the Warrantholder's interest in the equity of the Company (based on the Shares comprised in the unexercised Warrants held by such Warrantholder) which would otherwise result from the relevant transaction or event (as contemplated under the relevant Condition) giving rise to such adjustment.

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- (O) Any adjustments made pursuant to this **Condition 5** shall (unless otherwise provided under the rules of the SGX-ST from time to time) be announced by the Company on SGXNET.

6. Status of Allotted Shares

Shares allotted and issued upon the exercise of the Warrants shall be fully paid and shall rank *pari passu* in all respects with the then existing Shares save for any dividends, rights, allotments and other distributions the Record Date for which is before the relevant Exercise Date of the Warrants. For the purpose of this **Condition 6**, “**Record Date**” means, in relation to any dividends, rights, allotments or other distributions, the date at the close of business on which Members must be registered in order to participate in such dividends, rights, allotments or other distributions.

7. Winding-Up of the Company

If an Extraordinary Resolution is passed for a members’ voluntary winding-up of the Company, then:

- (i) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the Warranholders, or some person designated by them for such purpose by Extraordinary Resolution, shall be a party, the terms of such scheme of arrangement shall be binding on all the Warranholders and all persons having an interest in the Warrants; and
- (ii) 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 Warranholder shall be entitled, no later than two (2) Business Days prior to the proposed general meeting, by irrevocable surrender of his Warrant Certificate(s) to the Company with the Exercise Notice(s) duly completed, together with all relevant payments payable, to elect to be treated as if he had exercised the Warrants to the extent of the number of Warrants exercised and had on such date been the holder of the Exercised Shares. The Exercised Shares will be allotted to such Warranholder as soon as possible and in any event no later than the day immediately prior to the date of the proposed general meeting.

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

8. Further Issues

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

9. Transfer of Warrants

- (A) In order to transfer Warrants, the Warranholder must fulfil the following conditions:
- (i) lodgment during normal business hours of the relevant Warrant Certificate(s) registered in the name of the Warranholder at the specified office of the Warrant Agent together with an instrument of transfer in respect thereof (the “**Transfer Form**”), in the form approved by the Company, duly completed and signed by or on behalf of the Warranholder and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty;
 - (ii) the furnishing of 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 Warranholder;

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- (iii) the payment of the registration fee of S\$2.00 (or such other amount as may be determined by the Directors) for every Warrant Certificate issued together with any stamp duty (if any) specified by the Warrant Agent to the Warrantholder; and
 - (iv) the payment of the expenses of, and the submission of 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.
- (B) The Warrantholder specified in the Register shall remain the registered holder of the Warrants until the name of the transferee is entered in the Register maintained by the Warrant Agent.
- (C) If the Transfer Form has not been fully or correctly completed by the transferring Warrantholder 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 transferring Warrantholder accompanied by written notice of the omission(s) and/or error(s) and requesting the transferring Warrantholder to complete and/or amend the Transfer Form and/or to make the requisite payment.
- (D) If the Transfer Form has been fully and correctly completed the Warrant Agent shall, as agent for and on behalf of the Company:
 - (i) register the person's name in the Transfer Form as transferee in the Register as the registered holder of the Warrant in place of the transferring Warrantholder;
 - (ii) cancel the Warrant Certificate(s) in the name of the transferring Warrantholder; and
 - (iii) issue new Warrant Certificate(s) in respect of the Warrants in the name of the transferee.
- (E) The executors or administrators (or trustees) of the estate of a deceased registered Warrantholder (not being one of several joint holders) 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 person(s) recognised by the Company as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall, on producing to the Warrant Agent such evidence as may be required by the Warrant Agent to prove their title, and on the completion of a Transfer Form and payment of the fees and expenses referred to in sub-paragraphs 9(A)(iii) and (iv) above be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased Warrantholder could have made.
- (F) A transferor shall be deemed to remain a holder of the Warrant until the name of the transferee is entered in the Register by the Warrant Agent.

10. Replacement of Warrant Certificates

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

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11. Warrant Agent not Acting for the Warranholders

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

12. Meetings of Warranholders and Modification

- (A) The Deed Poll contains provisions for convening meetings of the Warranholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Warrants or the Deed Poll. Such a meeting may be convened by the Company or by Warranholders holding not less than ten per cent. (10.0%) of the Warrants for the time being remaining unexercised. The quorum at any such meeting for passing an Extraordinary Resolution shall be two (2) or more persons holding or representing over fifty per cent. (50.0%) of the Warrants for the time being unexercised, or at any adjourned meeting two (2) or more persons being or representing Warranholders whatever the number of Warrants so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Warrants or of the Deed Poll affecting the rights of the Warranholders (including cancelling the subscription rights constituted by the Warrants or changing the Warrants Exercise Period), the necessary quorum for passing an Extraordinary Resolution shall be two (2) or more persons holding or representing not less than seventy-five per cent. (75.0%), or at any adjournment of such meeting, over fifty per cent. (50.0%), of the Warrants for the time being remaining unexercised. An Extraordinary Resolution duly passed at any meeting of Warranholders shall be binding on all Warranholders, whether or not they are 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 Warranholders.
- (B) The Company may, without the consent of the Warranholders but in accordance with the terms and conditions of the Deed Poll, effect any modification to the Warrants, the Warrant Agency Agreement or the Deed Poll which, in the opinion of the Company:
- (i) is not materially prejudicial to the interests of the Warranholders;
 - (ii) is of a formal, technical or minor nature;
 - (iii) is to correct a manifest error or to comply with mandatory provisions of Singapore law; or
 - (iv) 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 thereof or meetings of the Warranholders in order to facilitate the exercise of the Warrants.

Any such modification shall be binding on the Warranholders and shall be notified to them in accordance with **Condition 13** as soon as practicable thereafter. Unless made pursuant to subparagraphs (i) to (iv) above, any alteration to the terms of the Warrants to the advantage of the Warranholders is subject to the approval of the Members.

13. Notices

- (A) All notices to Warranholders shall be valid if published in any leading daily English language newspaper for general circulation in Singapore. If at any time publication in such newspaper is not practicable, notices shall be valid if published in such other manner as the Company, with the approval of the Warrant Agent, shall determine. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made.

APPENDIX II – TERMS OF THE WARRANTS ISSUE

- (B) All notices required to be given pursuant to these Conditions shall also be announced by the Company on the internet website of the SGX-ST on the same day as such notice is first published in any leading English language newspaper in circulation in Singapore.

14. Notice of Expiration Date

- (A) The Company shall, not later than one (1) month before the Expiration Date, give notice to the Warrantheolders in accordance with **Condition 13**, of the Expiration Date.
- (B) Additionally, the Company shall take reasonable steps to notify the Warrantheolders in writing of the above and such notice shall be delivered by post to the addresses of the Warrantheolders as recorded in the Register. Proof of posting or despatch of any notice shall be deemed to be proof of receipt on the next Business Day after posting.

15. Governing Law and Jurisdiction

- (A) The Warrants and the Deed Poll are governed by, and shall be construed in accordance with, the laws of Singapore.
- (B) The courts of Singapore are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Warrants and the Deed Poll and accordingly any legal action or proceedings arising out of or in connection with the Warrants and the Deed Poll (the **“Proceedings”**) may be brought in such courts. The Company irrevocably submits to the exclusive jurisdiction of such courts and waives any objections to the Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

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 SFA, as amended from time to time. In particular, a Warrantheolder should note that he may be under an obligation to extend a take-over offer of the Company if:
- (a) he intends to acquire, by the exercise of the Warrants, 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. (30.0%) 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. (30.0%) but not more than fifty per cent. (50.0%) 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. (1.0%).
- (2) The attention of Warrantheolders is drawn to Condition 3(B) and 3(C) of the Warrants relating to restrictions on the exercise of the Warrants.
- (3) A Warrantheolder who holds not less than five per cent. (5.0%) of the aggregate of the nominal amount of the issued share capital of the Company (assuming all the Warrants he holds are fully exercised), is under an obligation to notify the Company of his interest in the manner set out in Sections 82, 83 and 84 of the Act, and Sections 135, 136, 137, 137A and 137B of the Securities and Futures Act, Chapter 289 of Singapore.

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

1. INTRODUCTION

- 1.1 Entitled Depositors are entitled to receive this Offer Information Statement and the ARE which forms part of this Offer Information Statement. For the purposes of this Offer Information Statement, any reference to an application by way of an Electronic Application without reference to such an Electronic Application being made through an ATM shall, where the Entitled Depositor is a Depository Agent, be taken to include an application made via the SGX-SSH Service.
- 1.2 The provisional allotments of Rights Shares with Warrants are governed by the terms and conditions of this Offer Information Statement, (if applicable) the Constitution of the Company and the instructions in the ARE.

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

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

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

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

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

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

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

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

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

2. MODE OF ACCEPTANCE AND APPLICATION

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

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

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

2.2 Acceptance/Application through CDP

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

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

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

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

in each case so as to arrive not later than **5.00 P.M. ON 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The payment for the relevant number of Rights Shares with Warrants accepted and (if applicable) excess Rights Shares with Warrants applied for at the Issue Price must be made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to **"CDP — SG EDEV RIGHTS ISSUE ACCOUNT"** and crossed **"NOT NEGOTIABLE, A/C PAYEE ONLY"** with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

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

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

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

2.4 Insufficient Payment

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

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

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

- (a) complete and sign the ARE for the number of Rights Shares with Warrants provisionally allotted which he wishes to accept and submit the duly completed and original signed ARE together with payment in the prescribed manner as described in paragraph 2.2 above to CDP; or
- (b) accept and subscribe for that part of his provisional allotment of Rights Shares with Warrants by way of Electronic Application(s) in the prescribed manner as described in paragraph 2.1 or 2.3 above.

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

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

2.6 Sale of Provisional Allotments of Rights Shares with Warrants

The ARE need not be forwarded to the purchasers of the provisional allotments of Rights Shares with Warrants (“**Purchasers**”) as arrangements will be made by CDP for separate ARS to be issued to the Purchasers whose mailing addresses maintained with CDP are in Singapore. Purchasers should note that CDP will, for and on behalf of the Company, send the ARS, accompanied by this Offer Information Statement and other accompanying documents, **BY ORDINARY POST AND AT THE PURCHASERS’ OWN RISK**, to their respective Singapore addresses as maintained in the records of CDP. Purchasers should ensure that their ARSs are accurately completed and signed, failing which their acceptances of the provisional allotments of Rights Shares with Warrants may be rejected. Purchasers who do not receive the ARS, accompanied by this Offer Information Statement and other accompanying documents, may obtain the same from CDP or the Share Registrar, for the period up to **5.00 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Purchasers should also note that if they make any purchase on or around the last trading day of the nil-paid Rights, this Offer Information Statement and its accompanying documents might not be despatched in time for the subscription of the Rights Shares. You may obtain a copy from CDP. Alternatively, you may accept and subscribe by way of Electronic Applications in the prescribed manner as described in paragraph 2.1 above.

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

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

2.7 Renunciation of Provisional Allotments of Rights Shares with Warrants

Entitled Depositors who wish to renounce in full or in part their provisional allotments of Rights Shares with Warrants in favour of a third party should complete the relevant transfer forms with CDP (including any accompanying documents as may be required by CDP) for the number of provisional allotments of Rights Shares with Warrants which they wish to renounce. Such renunciation shall be made in accordance with the “Terms and Conditions for Operations of Securities Accounts with CDP”, as the same may be amended from time to time, copies of which are available from CDP. As CDP requires at least three (3) Market Days to effect such renunciation, Entitled Depositors who wish to renounce are advised to do so early to allow sufficient time for CDP to send the ARS and other accompanying documents, for and on behalf of the Company, to the renounee by ordinary post and **AT HIS OWN RISK**, to his Singapore address as maintained in the records of CDP and for the renounee to accept his provisional allotments of Rights Shares with Warrants. The last time and date for acceptance of the provisional allotments of Rights Shares with Warrants and payment for the Rights Shares with Warrants by the renounee is **5.00 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

3. COMBINATION APPLICATION

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

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4. ILLUSTRATIVE EXAMPLES (ASSUMPTION: ON THE BASIS OF ONE (1) RIGHTS SHARE FOR EVERY THREE (3) EXISTING ORDINARY SHARES AT AN ISSUE PRICE OF S\$0.04)

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

Alternatives

Procedures to be taken

(a) Accept his entire provisional allotment of 1,000 Rights Shares with Warrants and (if applicable) apply for excess Rights Shares with Warrants.

(1) Accept his entire provisional allotment of 1,000 Rights Shares with Warrants and (if applicable) apply for excess Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or

(2) Complete and sign the ARE in accordance with the instructions contained herein for the acceptance in full of his provisional allotment of 1,000 Rights Shares with Warrants and (if applicable) the number of excess Rights Shares with Warrants applied for and forward the original signed ARE together with a single remittance for S\$40.00 (or, if applicable, such higher amount in respect of the total number of Rights Shares with Warrants accepted and excess Rights Shares with Warrants applied for) by way of a Cashier's Order or Banker's Draft in Singapore currency drawn on a bank in Singapore, and made payable to "**CDP — SG EDEV RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" for the full amount due on acceptance and (if applicable) application, by hand to **SINGAPORE eDEVELOPMENT LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 9 NORTH BUONA VISTA DRIVE, #01-19/20, THE METROPOLIS, SINGAPORE 138588** or by post, at his own risk, in the self-addressed envelope provided to **SINGAPORE eDEVELOPMENT LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** so as to arrive not later than **5.00 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) and with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

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Alternatives

Procedures to be taken

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

(b) Accept a portion of his provisional allotment of Rights Shares with Warrants, for example, his entitlement to 300 provisionally allotted Rights Shares with Warrants, not apply for excess Rights Shares with Warrants and trade the balance on the SGX-ST.

- (1) Accept his provisional allotment of 300 Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than 9.30 p.m. on **14 OCTOBER 2016**; or
- (2) Complete and sign the ARE in accordance with the instructions contained therein for the acceptance of his provisional allotment of 300 Rights Shares with Warrants, and forward the original signed ARE, together with a single remittance for S\$12.00, in the prescribed manner described in alternative (a)(2) above, to CDP, so as to arrive not later than 5.00 p.m. on **14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The balance of the provisional allotment of 700 Rights Shares with Warrants which is not accepted by the Entitled Depositor may be traded on the SGX-ST during the provisional allotment trading period. Entitled Depositors should note that the provisional allotments of Rights Shares with Warrants would be tradable in the ready market, each board lot comprising provisional allotments size of 100 Rights Shares with Warrants or any other board lot size which the SGX-ST may require.

(c) Accept a portion of his provisional allotment of Rights Shares with Warrants, for example 300 provisionally allotted Rights Shares with Warrants, and reject the balance.

- (1) Accept his provisional allotment of 300 Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than 9.30 p.m. on **14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or
- (2) Complete and sign the ARE in accordance with the instructions contained herein for the acceptance of his provisional allotment of 300 Rights Shares with Warrants and forward the original signed ARE, together with a single remittance for S\$12.00, in the prescribed manner described in alternative (a)(2) above to CDP so as to arrive not later than **5.00 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

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

Alternatives

Procedures to be taken

The balance of the provisional allotment of 700 Rights Shares with Warrants which is not accepted by the Entitled Depositor will automatically lapse and cease to be available for acceptance by that Entitled Depositor if an acceptance is not made through an ATM of a Participating Bank by **9.30 p.m. on 14 OCTOBER 2016** or if an acceptance is not made through CDP by **5.00 p.m. on 14 OCTOBER 2016**.

5. TIMING AND OTHER IMPORTANT INFORMATION

5.1 Timing

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

- (A) **9.30 P.M. ON 14 OCTOBER 2016 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IS MADE THROUGH AN ATM OF A PARTICIPATING BANK.**
- (B) **5.00 P.M. ON 14 OCTOBER 2016 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IS MADE THROUGH CDP OR SGX-SSH SERVICE; AND**

If acceptance and payment for the Rights Shares with Warrants in the prescribed manner as set out in the ARE, the ARS, or the PAL (as the case may be) and this Offer Information Statement is not received through an ATM of a Participating Bank by **9.30 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) or through CDP by **5.00 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) from any Entitled Depositor or Purchaser, the provisional allotments of Rights Shares with Warrants shall be deemed to have been declined and shall forthwith lapse and become void, and such provisional allotments not so accepted will be used to satisfy excess applications, if any, or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit. All moneys received in connection therewith will be returned by CDP for and on behalf of the Company to the Entitled Depositors or the Purchasers, as the case may be, without interest or any share of revenue or other benefit arising therefrom, by ordinary post **AT THE ENTITLED DEPOSITOR'S OR PURCHASER'S OWN RISK (AS THE CASE MAY BE)** to their mailing address as maintained in the records of CDP.

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

5.2 Appropriation

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

- (a) by accepting his provisional allotment of Rights Shares with Warrants and/or applying for excess Right Shares with Warrants, he acknowledges that, in the case where the amount of remittance payable to the Company in respect of his acceptance of the Rights Shares with

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

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

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

5.3 Availability of Excess Rights Shares with Warrants

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

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

Rights Shares with Warrants allotted to an Entitled Depositor is less than the number of excess Rights Shares with Warrants applied for, the Entitled Depositor shall be deemed to have accepted the number of excess Rights Shares with Warrants actually allotted to him.

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

5.4 Deadlines

It should be particularly noted that unless:

- (a) acceptance of the provisional allotment of Rights Shares with Warrants is made by the Entitled Depositors or the Purchasers (as the case may be) by way of an Electronic Application through an ATM of a Participating Bank and payment of the full amount payable for such Rights Shares with Warrants is effected by **9.30 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or
- (b) the duly completed and original signed ARE or ARS accompanied by a single remittance for the full amount payable for the relevant number of Rights Shares with Warrants accepted and (if applicable) excess Rights Shares with Warrants applied for at the Issue Price, made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP — SG EDEV RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the names and Securities Account numbers of the Entitled Depositors or the Purchasers (as the case may be) clearly written in block letters on the reverse side of the Cashier's order or Banker's Draft is submitted by hand to **SINGAPORE eDEVELOPMENT LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED**, at **9 NORTH BUONA VISTA DRIVE, #01-19/20, THE METROPOLIS, SINGAPORE 138588** or by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK**, to **SINGAPORE eDEVELOPMENT LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** by **5.00 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or
- (c) acceptance is made by a Depository Agent via the SGX-SSH Service and payment in Singapore currency by way of telegraphic transfer by the Depository Agent/(s) for the Rights Shares with Warrants is effected by **5.00 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company),

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

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

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

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

5.5 Certificates

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

5.6 General

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

It is your responsibility to ensure that the ARE and/or ARS is accurately completed in all respects and signed in its originality. The Company and/or CDP will be authorised and entitled to reject any acceptance and/or application which does not comply with the terms and instructions contained herein and in the ARE and/or ARS, or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. Any decision to reject the ARE and/or ARS on the grounds that it has been signed but not in its originality, incompletely, incorrectly or invalidly signed, completed or submitted will be final and binding, and neither CDP nor the Company accepts any responsibility or liability for the consequences of such a decision.

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

EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS OFFER INFORMATION STATEMENT, ACCEPTANCE OF THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES WITH WARRANTS AND (IF APPLICABLE) YOUR APPLICATION FOR EXCESS RIGHTS SHARES WITH WARRANTS IS IRREVOCABLE.

No acknowledgement will be given for any submissions sent by post, deposited into boxes located at CDP's premises or submitted by hand at CDP's counters. You can check the status of your acceptance of the provisional allotment of Rights Shares with Warrants and (if applicable) your application for excess Rights Shares with Warrants through the CDP Automated Phone Services Hotline number (65) 6535-7511 using your T-Pin.

CDP Phone User Guide

1. Dial (65) 6535-7511
2. Press '1' for English; Press '2' Mandarin
3. Press '3' for 'Corporate Actions Announcement and Transactions'
4. Press '2' for your rights application status
5. Enter your 12 digit CDP securities account number
6. Enter your 6 digit telephone pin

All communications, notices, documents and remittances to be delivered or sent to you will be sent by **ORDINARY POST** to your mailing address as maintained in the records of CDP, and **AT YOUR OWN RISK**.

5.7 Personal Data Privacy

By completing and delivering an ARE or an ARS and in the case of an Electronic Application, by pressing the "Enter" or "OK" or "Confirm" or "Yes" key, an Entitled Depositor or a Purchaser (i) consents to the collection, use and disclosure of his personal data by the Participating Banks, the Share Registrar, Securities Clearing and Computer Services (Pte) Limited, CDP, the SGX-ST and the Company (the "**Relevant Persons**") for the purpose of facilitating his application for the Rights Shares, and in order for the Relevant Persons to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable law, and (iii) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

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

PROCEDURE TO COMPLETE THE ARE / ARS

1. Know your holdings and entitlement

A. KNOW YOUR HOLDINGS & ENTITLEMENT

Number of Shares currently held by you

XX,XXX

Shares as at XX January 2015 (Record Date)

Number of Rights Shares provisionally allotted*

XX,XXX

Issue Price

S\$0.0X per Rights Share

This is your shareholdings as at Record Date.

This is the date to determine your rights entitlements.

This is your number of rights entitlement.

This is price that you need to pay when you subscribe for one rights share.

2. Select your application options

B. SELECT YOUR APPLICATION OPTIONS

1. ATM Follow the procedures set out on the ATM screen and submit your application through an ATM of a Participating Bank by XX September 2015 at 9.30 p.m.
Participating Banks are XXX, XXX and XXX.

2. MAIL Complete section below and submit this form to CDP by XX September at 5.00 p.m.

(i) Only **BANKER'S DRAFT/CASHIER'S ORDER** payable to "**CDP-XXXXX RIGHTS ISSUE ACCOUNT**" will be accepted

(ii) Applications using a **PERSONAL CHEQUE, POSTAL ORDER or MONEY ORDER** will be **rejected**
(iii) Write your name and securities account number on the back of the Banker's Draft/Cashier's Order

This is the last date and time to subscribe for the rights share through ATM and CDP.

You can apply your rights shares through ATMs of these participating banks.

This is the payee name to be issued on your Cashier's Order where XXXXX is the name of the issuer.

Note: Please refer to the ARE/ARS for the actual holdings, entitlements, Record Date, Issue Price, Closing Date for subscription, list of participating ATM banks and payee name on the Cashier's Order.

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

Declaration

C. DECLARATION

Please read the instructions overleaf and fill in the blanks below accordingly.

i. Total Number of Rights Shares Applied:
(Provisionally Allotted + Excess Rights Shares)

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ii. Cashier's Order/Banker's Draft Details:
(Input last 6 digits of CO / BD)

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Signature of Shareholder(s)

Date

Fill in the total number of the rights shares and excess rights shares (for ARE)/ number of rights shares (for ARS) that you wish to subscribe within the boxes.

Fill in the 6 digits of the CO / BD number (eg.001764) within the boxes.

Sign within the box.

Note:

- (i) If the total number rights shares applied exceeds the provisional allotted holdings in your CDP Securities Account as at Closing Date, the remaining application will be put under excess and subjected to the excess allocation basis.
- (ii) The total number of rights shares applied will be based on cash amount stated in your Cashier's Order/Banker's Draft. The total number of rights shares will be appropriated accordingly if the applied quantity exceeds this amount.
- (iii) Please note to submit one Cashier's Order per application form.

3. Sample of a Cashier's Order

CASHIER'S ORDER

DATE

DD / MM / YY

PAY CDP - RIGHTS ISSUE ACCOUNT

SINGAPORE DOLLARS **SEVEN THOUSAND SIX HUNDRED ONLY**

OR ORDER
S\$ 7,600.00

BANK REF. : 0105085000052 S1

VALID FOR SIX MONTHS ONLY FROM DATE OF ISSUE

⑆001764⑆ 7 7 ⑆ 05⑆ 050999997⑆

APPENDIX IV – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

1. INTRODUCTION

Acceptances of the provisional allotment of and any Excess Application for the Rights Shares with Warrants must be made on the appropriate form(s) accompanying and forming part of this Offer Information Statement.

Entitled Scripholders are entitled to receive this Offer Information Statement together with the following documents which are enclosed herewith, and are deemed to constitute a part of, this Offer Information Statement:

Renounceable PAL incorporating:

Form of Acceptance	Form A
Request for Splitting	Form B
Form of Renunciation	Form C
Form of Nomination	Form D
Application of excess Rights Shares with Warrants	Form E

The provisional allotments of the Rights Shares with Warrants and application for excess Rights Shares with Warrants are governed by the terms and conditions of this Offer Information Statement and the enclosed PAL and (if applicable) the Memorandum and Articles of Association of the Company. The number of Rights Shares with Warrants provisionally allotted to Entitled Scripholders is indicated in the PAL. Entitled Scripholders may accept their provisional allotments of Rights Shares with Warrants, in full or in part, and are eligible to apply for Rights Shares with Warrants in excess of their entitlements under the Rights cum Warrants Issue. Full instructions for the acceptance of and payment for the Rights Shares with Warrants provisionally allotted to Entitled Scripholders and the procedures to be adopted should they wish to renounce, transfer or split all or part of their provisional allotments are set out in the PAL.

With regard to any application which does not conform strictly to the instructions set out under this Offer Information Statement, the PAL, the ARE, the ARS and/or any other application form for the Rights Shares with Warrants in relation to the Rights cum Warrants Issue or with the terms and conditions of this Offer Information Statement, or in the case of any application by the PAL, the ARE and the ARS, and/or any other application form for the Rights cum Warrants Issue which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly or insufficiently drawn remittance, the Company may, at its absolute discretion, reject or treat as invalid any such application and present for payment or other processes all remittances at any time after receipt in such manner as it may deem fit.

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

The full amount payable for the relevant number of Rights Shares with Warrants accepted/applied for will be rounded up to the nearest whole cent, if applicable.

Entitled Scripholders who intend to trade any part of their provisional allotments of Rights Shares with Warrants should note that all dealings in and transactions of the provisional

APPENDIX IV – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

allotments of Rights Shares with Warrants through SGX-ST will be effected under the book-entry (scripless) settlement system. Accordingly, the PALs will not be valid for delivery pursuant to trades done on Catalist.

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

2. FORM OF ACCEPTANCE (FORM A)

2.1 Acceptance

An Entitled Scripholder who wishes to accept his entire provisional allotment of Rights Shares with Warrants or to accept any part of it and decline the balance should:

- (a) complete and sign the Form A of the PAL for the number of Rights Shares with Warrants which he wishes to accept; and
- (b) forward the PAL at his own risk, in its entirety, duly completed and signed, together with payment in the prescribed manner to **SINGAPORE eDEVELOPMENT LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., 50 RAFFLES PLACE #32-01 SINGAPORE LAND TOWER SINGAPORE 048623** so as to arrive not later than **5.00 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

2.2 Insufficient payment

If:

- (a) no remittance is attached for the full amount that is payable for the provisional allotment of Rights Shares with Warrants accepted by the Entitled Scripholder and (if applicable) the excess Rights Shares with Warrants applied for by the Entitled Scripholder; or
- (b) the remittance submitted together with the PAL, is less than the full amount that is payable for the provisional allotment of Rights Shares with Warrants accepted by the Entitled Scripholder and (if applicable) the excess Rights Shares with Warrants applied for by the Entitled Scripholder.

in each case, the attention of the Entitled Scripholder is drawn to paragraph 2.3 of this Appendix IV entitled "Appropriation" which sets out the circumstances and manner in which the Company and the Share Registrar shall be entitled to determine the number of Rights Shares with Warrants which the Entitled Scripholder has given instructions to accept.

2.3 Appropriation

An Entitled Scripholder should note that by accepting his provisional allotment of Rights Shares with Warrants, he acknowledges that, the Company and the Share Registrar, in determining the number of Rights Shares with Warrants which the Entitled Scripholder has given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of Rights Shares with Warrants, whether by way of Cashier's Order or Banker's Draft drawn on a bank in Singapore to be applied towards the payment of his acceptance of Rights Shares with Warrants.

APPENDIX IV – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

3. REQUEST FOR SPLITTING (FORM B), RENUNCIATION (FORM C) AND FORM OF NOMINATION (FORM D)

Entitled Scripholders who wish to accept a portion of their provisional allotment of Rights Shares with Warrants and renounce the balance of their provisional allotment of Rights Shares with Warrants, or who wish to renounce all or part of their provisional allotments in favour of more than one person, should first, using Form B, request to have their provisional allotments under the PAL split into separate PALs (the “**Split Letters**”) according to their requirements.

The duly completed Form B together with the PAL, in its entirety, should be returned to **SINGAPORE eDEVELOPMENT LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE #32-01 SINGAPORE LAND TOWER SINGAPORE 048623** so as to arrive not later than **5.00 p.m. on 10 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Split Letters will then be issued to Entitled Scripholders in accordance with their request. No Split Letters will be issued to Entitled Scripholders if Form B is received after **5.00 p.m. on 10 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The Split Letters, representing the number of Rights Shares with Warrants which Entitled Scripholders intend to renounce, may be renounced by completing and signing Form C before delivery to the renounee(s). Entitled Scripholders should complete and sign Form A of the Split Letter(s) representing that part of their provisional allotments they intend to accept, if any, and forward the said Split Letter(s) together with payment in the prescribed manner to **SINGAPORE eDEVELOPMENT LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE #32-01 SINGAPORE LAND TOWER SINGAPORE 048623** so as to arrive not later than **5.00 p.m. on 10 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

An Entitled Scripholder who wishes to renounce his entire provisional allotment of Rights Shares with Warrants in favour of one person, or renounce any part of it in favour of one person and decline the balance, should complete Form C for the number of provisional allotment of Rights Shares with Warrants which he wishes to renounce and deliver the PAL in its entirety to the renounee(s) as soon as possible.

The renounee(s) should complete and sign Form D and send Form D together with the PAL in its entirety, duly completed and signed, together with payment in the prescribed manner, to reach **SINGAPORE eDEVELOPMENT LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE #32-01 SINGAPORE LAND TOWER SINGAPORE 048623** so as to arrive not later than **5.00 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). **NO OTHER FORM OF PAYMENT (INCLUDING THE USE OF A POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

Each Entitled Scripholder may consolidate the Rights Shares with Warrants provisionally allotted in the PAL together with those comprised in any PALs and/or Split Letters renounced in his favour by completing and signing Form A and the Consolidated Listing Form in Form D of the PAL and attaching thereto all the said renounced PALs and/or Split Letters, each duly completed and signed and with the serial number of the Principal PAL (as hereinafter defined) stated on each of them. A renounee who is not an Entitled Scripholder and who wishes to consolidate the provisional allotments of Rights Shares with Warrants comprised in several renounced PALs and/or Split Letters in one name only or in the name of a joint Securities Account should complete the Consolidated Listing Form in Form D of only one PAL or Split Letter (the “**Principal PAL**”) by entering therein details of the renounced PALs and/or Split Letters and attaching thereto all the said renounced PALs and/or Split Letters, each duly completed and signed, and with the serial

APPENDIX IV – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

number of the Principal PAL stated on each of them. **ALL THE RENOUNCED PALS AND SPLIT LETTERS, EACH DULY COMPLETED AND SIGNED, MUST BE ATTACHED TO FORM A OR FORM D (AS THE CASE MAY BE).**

4. PAYMENT

Payment for the full amount due on acceptance and/or application in relation to PALs must be made in Singapore currency in the form of a banker's draft or cashier's order drawn on a bank in Singapore and made payable to "**CDP – SG EDEV RIGHTS ISSUE ACCOUNT**", such banker's draft or cashier's order to be crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the name and address of the Entitled Scripholder or accepting party clearly written on the reverse side of the remittance. The completed and signed PAL and remittance should be addressed to and forwarded at the sender's own risk to **SINGAPORE eDEVELOPMENT LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE #32-01 SINGAPORE LAND TOWER SINGAPORE 048623** by **5.00 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), the provisional allotment of Rights Shares with Warrants shall be deemed to have been declined and shall forthwith lapse and become void. Such provisional allotment of Rights Shares with Warrants not so accepted will be used to satisfy excess applications, if any, or disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. The Company will return all unsuccessful application monies received in connection therewith by ORDINARY POST and at the risk of the Entitled Scripholders or their renounee(s), as the case may be, without interest or share of revenue or benefit arising therefrom within fourteen (14) days after the Closing Date.

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

Form E contains full instructions with regard to excess Rights Shares with Warrants application, and payment and the procedures to be followed if you wish to apply for Rights Shares with Warrants in excess of your provisional allotment of Rights Shares with Warrants. Entitled Scripholders who wish to apply for excess Rights Shares with Warrants in addition to those which have been provisionally allotted to them may do so by completing, signing the Form E of the PAL and forwarding it with a **SEPARATE REMITTANCE** for the full amount payable in respect of the excess Rights Shares with Warrants applied for in the form and manner set out above to **SINGAPORE eDEVELOPMENT LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE LTD, 50 RAFFLES PLACE #32-01 SINGAPORE LAND TOWER SINGAPORE 048623** so as to arrive not later than **5.00 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). **NO OTHER FORM OF PAYMENT (INCLUDING THE USE OF A POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

Applications for excess Rights Shares with Warrants are subject to the terms and conditions contained in the PAL, Form E and this Offer Information Statement and (if applicable) the Memorandum and Articles of Association of the Company. Applications for excess Rights Shares with Warrants will, at the Directors' discretion, be satisfied from such Rights Shares with Warrants as are not validly taken up, the unsold "**nil-paid**" provisional allotments (if any) of Foreign Shareholders, the aggregated fractional entitlements and any Rights Shares with Warrants that are otherwise not allotted for any reason. In the event that applications are received by the Company for more excess Rights Shares with Warrants than are available, the excess Rights Shares with Warrants available will be allotted in such manner as the Directors, in their absolute discretion, deem fit in the interests of the Company. In the allotment of excess Rights Shares with Warrants, preference will be given to the rounding of odd lots. Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue, or have representation on the Board (whether direct or through a nominee) will rank last in priority for the rounding of odd lots and allotment of excess Rights Shares with Warrants. The Company reserves the right to allot the

APPENDIX IV – PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

excess Rights Shares with Warrants applied for under Form E in any manner as the Directors may deem fit and to reject or refuse, in whole or in part, any application for excess Rights Shares with Warrants without assigning any reason. CDP takes no responsibility for any decision that the Directors may make.

In the event that the number of the excess Rights Shares with Warrants allotted to Entitled Scripholders is less than the number of excess Rights Shares with Warrants applied for, Entitled Scripholders shall be deemed to have accepted the number of excess Rights Shares with Warrants actually allotted to them. If no excess Rights Shares with Warrants are allotted to Entitled Scripholders or if the number of excess Rights Shares with Warrants allotted to them is less than that applied for, it is expected that the amount paid on application or the surplus of the application monies for excess Rights Shares with Warrants received by the Company, as the case may be, will be refunded to them by the Company without interest or any share of revenue or other benefit arising therefrom within 14 days after the Closing Date, **BY ORDINARY POST** to their mailing addresses as maintained with the Share Registrar at their **OWN RISK**. In determining the amount of surplus application monies to be refunded, the aggregate amount payable for the excess Rights Shares with Warrants allotted to an Entitled Scripholder will be rounded upwards to the nearest whole cent.

6. GENERAL

No acknowledgement or receipt will be issued in respect of any acceptance, remittance or application.

Entitled Scripholders who are in any doubt as to the action they should take should consult their stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

Upon listing and quotation on the SGX-ST, the Rights Shares, when issued will be traded under the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) of the Rights Shares effected through the SGX-ST and/or CDP shall be made in accordance with CDP's "**Terms and Conditions for Operation of Securities Accounts with CDP**" and the "**Terms and Conditions for CDP to act as Depository for the Rights Shares**", as the same may be amended from time to time. Copies of the above are available from CDP.

To facilitate scripless trading, Entitled Scripholders and their renounees who wish to accept the Rights Shares with Warrants provisionally allotted to them and (if applicable) apply for excess Rights Shares with Warrants and who wish to trade the Rights Shares 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 Rights Shares and, if applicable, the excess Rights Shares that may be allotted to them may be credited by CDP into their Securities Accounts. Entitled Scripholders and their renounees who wish to accept and/or apply for the excess Rights Shares with Warrants and have their Rights Shares credited into their Securities Accounts must fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL. Entitled Scripholders and their renounees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or who provide incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or whose particulars provided in the forms comprised in the PAL differ from those particulars in their Securities Accounts currently maintained with CDP will be issued physical share certificates in their own names for the Rights Shares with Warrants allotted to them and if applicable, the excess Rights Shares with Warrants allotted to them. Such physical share certificates, if issued, will not be valid for delivery pursuant to trades done on Catalist under the book-entry (scripless) settlement system, although they will continue to be *prima facie* evidence of legal title. These physical share certificates will be sent **BY ORDINARY POST** to person(s) entitled thereto to their mailing addresses as recorded with CDP at his/their **OWN RISK**.

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If the Entitled Scripholders' addresses stated in the PALs are different from their addresses registered with CDP, they must inform CDP of their updated addresses promptly, failing which the notification letters on successful allotments will be sent to their addresses last registered with CDP.

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

THE FINAL TIME AND DATE FOR ACCEPTANCES AND/OR APPLICATIONS AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS UNDER THE RIGHTS CUM WARRANTS ISSUE IS 5.00 P.M. ON 14 OCTOBER 2016 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY).

7. PERSONAL DATA PRIVACY

By completing and delivering the PAL, an Entitled Scripholder or a renounee (i) consents to the collection, use and disclosure of his personal data by the Relevant Persons for the Purposes, (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable law, and (iii) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

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

Please read carefully the terms of this Offer Information Statement, the Steps, and the terms and conditions for Electronic Applications set out below before making an Electronic Application. An ATM card issued by one (1) Participating Bank cannot be used in respect of the acceptance of provisional allotments of and (if applicable) excess application for Rights Shares with Warrants at an ATM belonging to other Participating Banks. Any Electronic Application which does not strictly conform to the instructions set out on the screens of the ATM through which the Electronic Application is made will be rejected.

Any reference to the “**Applicant**” in the terms and conditions for Electronic Applications and the Steps shall mean the Entitled Depositor or his renounee or the Purchaser who accepts the provisional allotments of Rights Shares with Warrants or (as the case may be) who applies for the Rights Shares with Warrants through an ATM of the Participating Banks. An Applicant must have an existing bank account with, and be an ATM cardholder of, one (1) of the Participating Banks before he can make an Electronic Application. The actions that the Applicant must take at ATMs of the other Participating Banks are set out on the ATM screens of the relevant Participating Banks. Upon the completion of his Electronic Application transaction, the Applicant will receive an ATM transaction slip (the “**Transaction Record**”), confirming the details of his Electronic Application. The Transaction Record is to be retained by the Applicant and should not be submitted with any ARE/ARS.

For investors who hold Shares through finance companies or Depository Agents, acceptances of the Right Shares with Warrants and (if applicable) applications for excess Rights Shares with Warrants must be done through the respective finance companies, Depository Agents or approved banks. Such investors are advised to provide their finance companies, Depository Agents or approved banks, as the case may be, with the appropriate instructions early in order for such intermediaries to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. Any acceptance and (if applicable) application made directly through CDP, Electronic Application, the Share Registrar and/or the Company will be rejected.

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

An Applicant, including one who has a joint bank account with a Participating Bank, must ensure that he enters his own Securities Account number when using the ATM card issued to him in his own name. Using his own Securities Account number with an ATM card which is not issued to him in his own name will render his acceptance/application liable to be rejected.

The Electronic Application shall be made on, and subject to, the terms and conditions of this Offer Information Statement, including but not limited to the terms and conditions appearing below.

- (1) In connection with his Electronic Application for the Rights Shares with Warrants, the Applicant is required to confirm statements to the following effect in the course of activating the ATM for his Electronic Application:
 - (a) **that he has received a copy of this Offer Information Statement and has read, understood and agreed to all the terms and conditions of acceptance of and (as the case may be) application for the Rights Shares with Warrants under the Rights cum Warrants Issue and this Offer Information Statement prior to effecting the Electronic Application and agrees to be bound by the same; and**

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- (b) that he consents to the disclosure of his name, NRIC/passport number, address, nationality, Securities Account number and application details (the “Relevant Particulars”) from his account with that Participating Banks to the Share Registrar, CDP, the SGX-ST and the Company and any other relevant parties (the “Relevant Parties”) as CDP may deem fit for the purpose of the Rights cum Warrants Issue and his acceptance and/or (if applicable) excess application.

His application will not be successfully completed and cannot be recorded as a completed transaction in the ATM unless he presses the “Enter” or “OK” or “Confirm” or “Yes” key, as the case may be. By doing so, the Applicant shall be treated as signifying his confirmation of each of the 2 statements. In respect of statement 1(b) above, his confirmation, by pressing the “Enter” or “OK” or “Confirm” or “Yes” key, as the case may be, shall signify and shall be treated as his written permission, given in accordance with the relevant laws of Singapore including Section 47(2) and the Third Schedule of the Banking Act, Chapter 19, of Singapore, to the disclosure by that Participating Bank of the Relevant Particulars of his account with that Participating Bank to the Relevant Parties.

- (2) An Applicant may make an Electronic Application through an ATM of any Participating Banks for the Rights Shares with Warrants using cash only by authorising such Participating Banks to deduct the full amount payable from his account with such Participating Banks.
- (3) The Applicant irrevocably agrees and undertakes to subscribe for and to accept up to the aggregate of the number of the Rights Shares with Warrants provisionally allotted and excess Rights Shares with Warrants applied for as stated on the Transaction Record or the number of Rights Shares with Warrants represented by the provisional allotment of the Rights Shares with Warrants as may be standing to the credit of the “Free Balance” of his Securities Account as at the Closing Date. In the event that the Company decides to allot any lesser number of such excess Rights Shares with Warrants or not to allot any number of excess Rights Shares with Warrants to the Applicant, the Applicant agrees to accept the decision as conclusive and binding.
- (4) If the Applicant’s Electronic Application is successful, his confirmation (by his action of pressing the “Enter” or “OK” or “Confirm” or “Yes” key, as the case may be, on the ATM) of the number of Rights Shares with Warrants accepted and/or excess Rights Shares with Warrants applied for shall signify and shall be treated as his acceptance of the number of Rights Shares with Warrants accepted and/or excess Rights Shares with Warrants applied that may be allotted to him.
- (5) In the event that the Applicant accepts the Rights Shares with Warrants and (if applicable) instructions to apply for excess Rights Shares with Warrants together with payment therefor both by way of the ARE and/or ARS (as the case may be), whether directly to CDP and/or by Electronic Application through an ATM of the Participating Banks, the Company and/or CDP shall be authorised and entitled to accept the Applicant’s instructions in whichever mode or combination thereof as they may, in their absolute discretion, deem fit. In determining the number of Rights Shares with Warrants which the Applicant has validly given instructions to accept, the Applicant shall be deemed to have irrevocably given instructions to accept the lesser of the aggregate number of provisionally allotted Rights Shares with Warrants which have been accepted by the Applicant by way of the ARE and/or the ARS (as the case may be) and by Electronic Application through an ATM of the Participating Banks, and the number of Rights Shares with Warrants represented by the provisional allotment of the Rights Shares with Warrants standing to the credit of the “Free Balance” of his Securities Account which is available for acceptance and payment as at the Closing Date. The Company and/or CDP, in determining the number of Rights Shares with Warrants for which the Applicant has given valid instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of the Rights Shares with Warrants, whether by way of Cashier’s Order or Banker’s Draft in Singapore currency drawn on a bank in Singapore accompanying the ARE and/or ARS or by way of acceptance by Electronic Application through an ATM of the Participating Banks, which the Applicant has authorised or is deemed to have authorised to be applied towards the payment in respect of his acceptance.

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- (6) If applicable, in the event that the Applicant applies for excess Rights Shares with Warrants both by way of ARE and by Electronic Application through an ATM of the Participating Banks, the Company and/or CDP shall be authorised and entitled to accept the Applicant's instructions in whichever mode or a combination thereof as they may, in their absolute discretion, deem fit. In determining the number of excess Rights Shares with Warrants which the Applicant has validly given instructions to apply for, the Applicant shall be deemed to have irrevocably given instructions to apply for and agreed to accept such number of excess Rights Shares with Warrants not exceeding the aggregate number of excess Rights Shares with Warrants for which he has applied by way of the ARE, whether directly to CDP and/or by Electronic Application through an ATM of the Participating Banks. The Company and/or CDP, in determining the number of excess Rights Shares with Warrants which the Applicant has given valid instructions to apply for, shall be authorised and entitled to have regard to the aggregate amount of payment received for the application for the excess Rights Shares with Warrants, whether by way of Cashier's Order or Banker's Draft in Singapore currency drawn on a bank in Singapore accompanying the ARE or by way of application by Electronic Application through an ATM of the Participating Banks, which the Applicant has authorised or is deemed to have authorised to be applied towards the payment in respect of his application.
- (7) The Applicant irrevocably requests and authorises the Company to:
- (a) register or procure the registration of the Rights Shares with Warrants and (if applicable) the excess Rights Shares with Warrants allotted to the Applicant in the name of CDP for deposit into his Securities Account;
 - (b) return or refund (without interest or any share of revenue or other benefit arising therefrom) the acceptance/application monies, should his Electronic Application in respect of the Rights Shares with Warrants not be accepted and/or excess Rights Shares with Warrants applied for not be accepted by the Company for any reason, by automatically crediting the Applicant's bank account with his Participating Banks with the relevant amount within 14 days after the Closing Date; and
 - (c) return or refund (without interest or any share of revenue or other benefit arising therefrom) the balance of the application monies, should his Electronic Application for excess Rights Shares with Warrants be accepted in part only, by automatically crediting the Applicant's bank account with his Participating Banks with the relevant amount within 14 days after the Closing Date.
- (8) **BY MAKING AN ELECTRONIC APPLICATION, THE APPLICANT CONFIRMS THAT HE IS NOT ACCEPTING/APPLYING FOR THE RIGHTS SHARES WITH WARRANTS AS NOMINEE OF ANY OTHER PERSON.**
- (9) The applicant irrevocably agrees and acknowledges that the submission of his Electronic Application is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, fires, acts of God, mistakes, losses, theft (in each case whether or not within the control of the Company, CDP, the Share Registrar and/or the Participating Banks) and any other events whatsoever beyond the control of the Company, CDP, the Share Registrar and/or the Participating Banks and if, in any such event, the Company, CDP, the Share Registrar and/or the Participating Banks do not record or receive the Applicant's Electronic Application by **9.30 p.m. on 14 OCTOBER 2016**, or such data or the tape containing such data is lost, corrupted, destroyed or not otherwise accessible, whether wholly or partially for whatever reason, the Applicant shall be deemed not to have made an Electronic Application and the Applicant shall have no claim whatsoever against the Company, CDP, the Share Registrar and/or the Participating Banks in respect of any purported acceptance thereof and (if applicable) Excess Applications therefor, or for any compensation, loss or damages in connection therewith or in relation thereto.

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- (10) Electronic Applications shall close at **9.30 p.m. on 14 OCTOBER 2016** or such other time as the Directors may, in their absolute discretion, decide (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).
- (11) All particulars of the Applicant in the records of his Participating Bank at the time he makes his Electronic Application shall be deemed to be true and correct and the relevant Participating Bank and the Relevant Parties shall be entitled to rely on the accuracy of such particulars. If there has been any change in the particulars of the Applicant after the time of the making of his Electronic Application, the Applicant shall promptly notify his Participating Bank.
- (12) The Applicant must have sufficient funds in his bank account(s) with his Participating Bank at the time he makes his Electronic Application, failing which his Electronic Application will not be completed. Any Electronic Application that does not strictly conform to the instructions set out on the ATM screens of such Participating Banks will be rejected.
- (13) Where an Electronic Application is not accepted, it is expected that the full amount of the acceptance/application monies will be refunded in S\$ (without interest or any share of revenue or other benefit arising there from) to the Applicant by being automatically credited to the Applicant's bank account with the relevant Participating Bank within 14 days after the Closing Date. An Electronic Application may also be accepted in part, in which case the balance amount of application monies will be refunded.
- (14) In consideration of the Company arranging for the Electronic Application facility and agreeing to close the Rights cum Warrants Issue at **9.30 p.m. on 14 OCTOBER 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), and by making and completing an Electronic Application, the Applicant agrees that:
- (a) his Electronic Application is irrevocable (whether or not, to the extent permitted by law, any amendment to this Offer Information Statement or replacement or supplemental document is lodged with the Authority);
 - (b) his Electronic Application, the acceptance by the Company and the contract resulting there from shall be governed by and construed in accordance with the laws of Singapore and he irrevocably submits to the exclusive jurisdiction of the Singapore courts;
 - (c) none of the Company, CDP, the Share Registrar, or the Participating Banks shall be liable for any delay, failure or inaccuracy in the recording, storage or in the transmission or delivery of data relating to his Electronic Application to the Company, CDP or the Participating Banks due to a breakdown or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 9 above or to any cause beyond their respective control;
 - (d) he will not be entitled to exercise any remedy of rescission or misrepresentation at any time after acceptance of the provisionally allotted Rights Shares with Warrants or acceptance of his application for excess Rights Shares with Warrants;
 - (e) in respect of the Rights Shares with Warrants for which his Electronic Application has been successfully completed and not rejected, acceptance of the Applicant's Electronic Application shall be constituted by written notification by or on behalf of the Company and not otherwise, notwithstanding any payment received by or on behalf of the Company; and
 - (f) unless expressly provided to the contrary in this Offer Information Statement or the Electronic Application with respect to enforcement against the Applicant, a person who is not a party to any contract made pursuant to this Offer Information Statement or the Electronic Application has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such contracts. Notwithstanding any term contained in this Offer Information Statement or the Electronic Application, the consent of any third party is not

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required for any subsequent agreement by the relevant parties to amend or vary (including any release or compromise of liability) or terminate such contracts. Where the third parties are conferred rights under such contracts, those rights are not assignable or transferable.

- (15) The Applicant should ensure that his personal particulars as recorded by both CDP and the relevant Participating Banks are correct and identical. Otherwise, his Electronic Application may be liable to be rejected. The Applicant should promptly inform CDP of any change in his address, failing which the notification letter on successful allotment and/or other correspondence will be sent to his address last registered with CDP.
- (16) The existence of a trust will not be recognised. Any Electronic Application by an Applicant must be made in his own name and without qualification. The Company will reject any application by any person acting as nominee.
- (17) In the event that the Applicant accepts or subscribes for the provisionally allotted Rights Shares with Warrants or (if applicable) applies for excess Rights Shares with Warrants, as the case may be, by way of ARE or ARS or by way of Electronic Application through the ATMs, the provisionally allotted Rights Shares with Warrants and/or excess Rights Shares with Warrants will be allotted in such manner as the Company or CDP may, in their absolute discretion, deem fit and the amount paid on acceptance and (if applicable) application or the surplus application monies, as the case may be, will be refunded without interest or any share of revenue or other benefit arising there from within 14 days after the Closing Date by any one (1) or a combination of the following:
- (a) by means of a crossed cheque sent **BY ORDINARY POST** at his **OWN RISK** to his mailing address as maintained with CDP or in such other manner as he may have agreed with CDP for the payment of any cash distributions if he accepts and (if applicable) applies through CDP; and/or
 - (b) crediting the Applicant's bank account with the Participating Bank at his **OWN RISK** if he accepts and (if applicable) applies through an ATM of that Participating Bank, the receipt by such bank being a good discharge to the Company and CDP of their obligations, if any, thereunder.
- (18) The Applicant acknowledges that, in determining the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants which he can validly accept, CDP and the Company are entitled and the Applicant authorises the Company and CDP to take into consideration:
- (a) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants that the Applicant has validly accepted, whether under the ARE(s) and/or ARS(s) or any other form of application (including Electronic Application) for the Rights Shares with Warrants;
 - (b) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants standing to the credit of the "Free Balance" of the Applicant's Securities Account which is available for acceptance; and
 - (c) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants which has been disposed of by the Applicant.
- (19) The Applicant acknowledges that CDP's and the Company's determination shall be conclusive and binding on him.
- (20) The Applicant irrevocably requests and authorises the Company and/or CDP to accept instructions from the Participating Bank through whom the Electronic Application is made in respect of the provisional allotment of Rights Shares with Warrants accepted by the Applicant and (if applicable) the excess Rights Shares with Warrants which the Applicant has applied for.

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With regard to any application which does not conform strictly to the instructions set out under this Offer Information Statement, the PAL, the ARE, the ARS, (if applicable) the Memorandum and Articles of Association of the Company and/or other application form for the Rights Shares with Warrants in relation to the Rights cum Warrants Issue or which does not comply with the instructions for Electronic Application or with the terms and conditions of this Offer Information Statement, or in the case of an application by the PAL, the ARE, the ARS and/or any other application form for the Rights Shares with Warrants in relation to the Rights cum Warrants Issue which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly or insufficiently drawn remittance, or where the “Free Balance” of the Applicant’s Securities Account is not credited with, or is credited with less than the relevant number of Rights Shares with Warrants subscribed as at the Closing Date, the Company and/or CDP may, at their absolute discretion, reject or treat as invalid any such application or present for payment or other processes all remittances at any time after receipt in such manner as it may deem fit.

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

This Offer Information Statement is dated this 27 day of September 2016.

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 Rights cum Warrants Issue, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Offer Information Statement misleading. Where information in this Offer Information Statement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Offer Information Statement in its proper form and context.

For and on behalf of **Singapore eDevelopment Limited**

BASIL CHAN

CHAN HENG FAI

TAO YEOH CHI

CHAN YU MENG

CHAN TUNG MOE