

OFFER INFORMATION STATEMENT DATED 12 MARCH 2009

(Lodged with the Monetary Authority of Singapore on 12 March 2009)

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 STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS IMMEDIATELY.

A copy of this offer information statement ("**Offer Information Statement**"), together with a copy of the PAL (as defined herein), the WEWAF (as defined herein) and the WAF (as defined herein), issued by KSH Holdings Limited (the "**Company**"), has been lodged with the Monetary Authority of Singapore (the "**Authority**"). The Authority assumes no responsibility for the contents of this Offer Information Statement, the PAL, the WEWAF and the WAF. Lodgment of this Offer Information Statement with the Authority does not imply that the Securities and Futures Act, Chapter 289 of Singapore, or any other legal or regulatory requirements, have been complied with. The Authority has not, in any way, considered the merits of the Warrants (as defined herein) and the New Shares (as defined herein) being offered, or in respect of which an invitation is made, for investment.

Approval in-principle has been obtained from the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for the dealing in, listing and quotation of the Warrants (as defined herein) and the New Shares (as defined herein) on the Official List of the SGX-ST subject to, *inter alia*, an adequate spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants. The Warrants (as defined herein) and the New Shares (as defined herein) will be admitted to the Official List of the SGX-ST and the official listing of and quotation for the Warrants (as defined herein) will commence after all the conditions have been met, all certificates relating thereto have been issued and the allotment letters from The Central Depository (Pte) Limited ("**CDP**") have been despatched.

The SGX-ST assumes no responsibility for the accuracy of any statements made, reports contained or opinions expressed in this Offer Information Statement. Approval in-principle granted by the SGX-ST for admission to the Official List of the SGX-ST, the dealing in, listing of and quotation for the Warrants (as defined herein) and the New Shares (as defined herein) is not to be taken as an indication of the merits of the Company, its subsidiaries, the Warrants Issue (as defined herein), the Warrants (as defined herein) or the New Shares (as defined herein).

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



KSH HOLDINGS LIMITED

(Incorporated in the Republic of Singapore on 9 March 2006)
(Company Registration No. 200603337G)

THE RENOUNCEABLE NON-UNDERWRITTEN RIGHTS ISSUE OF UP TO 209,858,445 WARRANTS ("WARRANTS") AT AN ISSUE PRICE OF S\$0.01 FOR EACH WARRANT, EACH WARRANT CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) NEW ORDINARY SHARE IN THE CAPITAL OF THE COMPANY ("NEW SHARE") AT AN EXERCISE PRICE OF S\$0.10 FOR EACH NEW SHARE DURING THE EXERCISE PERIOD (AS DEFINED HEREIN), ON THE BASIS OF ONE (1) WARRANT FOR EVERY ONE (1) EXISTING ORDINARY SHARE IN THE CAPITAL OF THE COMPANY ("SHARE") HELD BY THE ENTITLED SHAREHOLDERS (AS DEFINED HEREIN) AS AT THE BOOKS CLOSURE DATE (AS DEFINED HEREIN), FRACTIONAL ENTITLEMENTS TO BE DISREGARDED ("WARRANTS ISSUE")

Manager of the Warrants Issue



CIMB-GK Securities Pte. Ltd.

(Incorporated in the Republic of Singapore on 3 December 2007)
(Company Registration No. 200722314M)

IMPORTANT DATES AND TIMES

Last date and time for splitting	:	25 March 2009 at 5.00 p.m.
Last date and time for acceptance and payment	:	30 March 2009 at 5.00 p.m. (9.30 p.m. for electronic applications through ATMs (as defined herein) of Participating Banks (as defined herein))
Last date and time for renunciation and payment	:	30 March 2009 at 5.00 p.m.
Last date and time for excess application and payment	:	30 March 2009 at 5.00 p.m. (9.30 p.m. for electronic applications through ATMs of Participating Banks)

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

For Entitled Depositors (as defined herein), acceptances of the Warrants and/or applications for excess Warrants (if applicable) may be made through CDP or by way of electronic application at any ATM of a Participating Bank.

For Entitled Scripholders (as defined herein), acceptances of the Warrants, and/or applications for excess Warrants may be made through the Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., 3 Church Street, #08-01 Samsung Hub, Singapore 049483.

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

Persons wishing to subscribe for the 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 and performance and prospects of the Company and the Group and the rights and liabilities attaching to the Warrants and the New Shares. They should also make their own independent enquiries and investigations of any assumptions, upon which financial projections, if any, are based and carefully consider this Offer Information Statement in the light of their personal circumstances (including financial and taxation affairs). It is recommended that such persons seek professional advice from their accountant, stockbroker, bank manager, lawyer or other professional advisers before deciding whether to acquire the 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 Warrants Issue or the issue of the Warrants or the New Shares and, if given or made, such information or representations must not be relied upon as having been authorised by the Company or the Manager. Save as expressly stated in this Offer Information Statement, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of the Company or any of its subsidiaries or its associated companies. Neither the delivery of this Offer Information Statement, the issue of the Warrants and/or the New Shares shall, under any circumstances, constitute a representation, or give rise to any implication, that there has been no material change in the affairs of the Company or any of its subsidiaries or to any of the information contained herein since the date hereof. Where such changes occur after the date hereof, the Company may make an announcement of the same to the SGX-ST and, if required, lodge a supplementary or replacement document with the Authority. All Entitled Shareholders and their renounees should take note of any such announcement and, upon the release of such announcement shall be deemed to have notice of such changes.

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

The Manager makes no representation, warranty or recommendation whatsoever as to the merits of the Warrants Issue, the Warrants, the New Shares, the Shares, the Company, the Group or any other matter related thereto or in connection therewith. Nothing in this Offer Information Statement or the accompanying documents shall be construed as a recommendation to accept or purchase the Warrants and/or the New Shares. Prospective subscribers of the Warrants should rely on their own investigation of the financial condition and affairs of the Company and the Group, 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 have been prepared solely for the purpose of the subscription of the Warrants under the Warrants Issue, and may not be relied upon by any persons other than the Entitled Shareholders (and their renounees and purchasers of the provisional allotments of Warrants) to whom these documents have been despatched by the Company, or for any other purpose.

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

The distribution of this Offer Information Statement and/or its accompanying documents may be prohibited or restricted by law in certain jurisdictions. Entitled Shareholders or any other person having possession of this Offer Information Statement and/or its accompanying documents are advised by the Company to keep themselves informed of and observe such prohibitions and restrictions.

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CORPORATE INFORMATION

Board of Directors	:	Choo Chee Onn (Executive Chairman and Managing Director) Lim Kee Seng (Executive Director) Tok Cheng Hoe (Executive Director) Kwok Ngat Khow (Executive Director) Lim Yeow Hua @ Lim You Qin (Lead Independent Director) Lai Meng Seng (Independent Director) Khua Kian Kheng Ivan (Independent Director)
Registered Office	:	36 Senoko Road Singapore 758108
Company Secretary	:	Tang Hay Ming Stella Chan Ah Chit
Share Registrar	:	Boardroom Corporate & Advisory Services Pte. Ltd. 3 Church Street #08-01 Samsung Hub Singapore 049483
Auditors to the Company	:	Ernst & Young LLP One Raffles Quay North Tower Level 18 Singapore 048583
Manager of the Warrants Issue	:	CIMB-GK Securities Pte. Ltd. 50 Raffles Place #19-00 Singapore Land Tower Singapore 048623
Legal Advisor to the Company on the Warrants Issue	:	Shook Lin & Bok LLP 1 Robinson Road #18-00 AIA Tower Singapore 048542

DEFINITIONS

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

<i>"ATM"</i>	:	Automated teller machine
<i>"BCA"</i>	:	Building and Construction Authority of Singapore
<i>"Board"</i>	:	Board of Directors of the Company
<i>"Books Closure Date"</i>	:	5.00 p.m. on 11 March 2009, being the time and date at and on which the Register of Members and Share Transfer Books of the Company are closed to determine the entitlements of Shareholders under the Warrants Issue and, in the case of Entitled Depositors, at and on which time and date their entitlements under the Warrants Issue are determined
<i>"CDP"</i>	:	The Central Depository (Pte) Limited
<i>"Closing Date"</i>	:	5.00 p.m. on 30 March 2009 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) being the last date for acceptance and/or excess application and payment, and renunciation and payment, of the Warrants under the Warrants Issue through CDP or the Share Registrar, or 9.30 p.m. on 30 March 2009 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), being the last time and date for acceptance and/or excess application and payment of the Warrants under the Warrants Issue through an ATM of a Participating Bank
<i>"Company"</i>	:	KSH Holdings Limited
<i>"Companies Act"</i>	:	The Companies Act, Chapter 50 of Singapore, as amended or modified from time to time
<i>"Convertible Notes"</i>	:	The convertible notes with an aggregate principal amount of S\$25 million issued by the Company on 18 October 2007, of which convertible notes of an aggregate principal amount of S\$5 million have been purchased by the Company on 17 November 2008. The Convertible Notes are convertible into Shares from and including 19 November 2007 up to the close of business on 16 September 2011
<i>"CPF"</i>	:	Central Provident Fund
<i>"Directors"</i>	:	The directors of the Company as at the date of this Offer Information Statement
<i>"Duford"</i>	:	Duford Investment (Hong Kong) Limited, a subsidiary of the Group
<i>"EGM"</i>	:	Extraordinary general meeting of the Company held on 27 February 2009
<i>"Electronic Application"</i>	:	Acceptance of the Warrants and (if applicable) application for excess Warrants made through an ATM of one of the Participating Banks in accordance with the terms and conditions of this Offer Information Statement

<i>“Entitled Depositors”</i>	:	Shareholders with Shares standing to the credit of their Securities Accounts and whose registered addresses with CDP are in Singapore as at the Books Closure Date or who have, at least five (5) Market Days prior to the Books Closure Date, provided CDP with addresses in Singapore for the service of notices and documents
<i>“Entitled Scripholders”</i>	:	Shareholders whose share certificates are not deposited with CDP and who had 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 five (5) Market Days prior to the Books Closure Date, provided the Share Registrar with addresses in Singapore for the service of notices and documents
<i>“Entitled Shareholders”</i>	:	Entitled Depositors and Entitled Scripholders
<i>“EPS”</i>	:	Earnings per Share
<i>“Executive Directors”</i>	:	The Executive Directors of the Company as at the date of this Offer Information Statement, namely Mr Choo Chee Onn, Mr Lim Kee Seng, Mr Tok Cheng Hoe and Mr Kwok Ngat Khaw
<i>“Exercise Period”</i>	:	The three (3) year period during which the Warrants may be exercised, being the period commencing on and including the date of issue of the Warrants and expiring at 5.00 p.m. on the day immediately preceding the third (3 rd) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members of the Company and/or the Register of Warrantholders are closed or is not a Market Day, in which event the Warrants shall expire on the date prior to the closure of the Register of Members of the Company and/or the Register of Warrantholders or on the immediately preceding Market Day, as the case may be, subject to the terms and conditions of the Warrants to be set out in the Instrument
<i>“Exercise Price”</i>	:	The exercise price of S\$0.10 at which a New Share may be subscribed for upon the exercise of a Warrant, subject to adjustments under certain circumstances in accordance with the terms and conditions of the Warrants to be set out in the Instrument
<i>“Foreign Shareholders”</i>	:	Shareholders who, as at the Books Closure Date, do not have registered addresses in Singapore (as set out in the Company’s Register of Members and/or Share Transfer Books or the records of CDP, as the case may be) and who have not, at least five (5) Market Days prior to the Books Closure Date, provided to the CDP or the Share Registrar, as the case may be, with addresses in Singapore for the service of notices or documents
<i>“FY”</i>	:	Financial year ended or, as the case may be, ending 31 March
<i>“Group”</i>	:	The Company and its subsidiaries
<i>“HY”</i>	:	Six (6) months ended or, as the case may be, ending 30 September

<i>“Instrument”</i>	:	Instrument by way of deed poll dated 9 March 2009 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
<i>“Irrevocable Undertaking”</i>	:	The irrevocable undertaking dated 11 December 2008 given by each of the Executive Directors
<i>“Issue Price”</i>	:	The issue price of the Warrants, being S\$0.01 per Warrant
<i>“KSH EC”</i>	:	Kim Seng Heng Engineering Construction (Pte) Ltd, a wholly-owned subsidiary of the Company
<i>“KSH O”</i>	:	KSH Overseas Pte. Ltd., a wholly-owned subsidiary of the Company
<i>“KSH R”</i>	:	Kim Seng Heng Realty Pte Ltd, a wholly-owned subsidiary of the Company
<i>“Latest Practicable Date”</i>	:	6 March 2009, being the latest practicable date prior to the lodgment of this Offer Information Statement with the MAS
<i>“Listing Manual”</i>	:	The Listing manual of the SGX-ST, as amended or modified from time to time
<i>“Manager”</i>	:	CIMB-GK Securities Pte. Ltd., the manager of the Warrants Issue
<i>“Market Day”</i>	:	A day on which the SGX-ST is open for trading in securities
<i>“MAS” or the “Authority”</i>	:	The Monetary Authority of Singapore
<i>“New Shares”</i>	:	The new Shares to be issued by the Company, credited as fully paid, upon the exercise of the Warrants, including, where the context admits, such new Shares arising from the exercise of any further Warrants as may be required or permitted to be issued, subject to and in accordance with the terms and conditions of the Warrants to be set out in the Instrument
<i>“NTA”</i>	:	Net tangible assets
<i>“Offer Information Statement”</i>	:	This document together with (where the context requires) the PAL, the WEWAF and the WAF and all other accompany documents, including any supplementary or replacement document which may be issued by the Company in connection with the Warrants Issue
<i>“Participating Banks”</i>	:	DBS Bank Ltd (including POSB), Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited and its subsidiary, Far Eastern Bank Limited
<i>“PRC”</i>	:	The People’s Republic of China, excluding, for the purposes of this Offer Information Statement only, Hong Kong and Macau Special Administrative Region of the People’s Republic of China
<i>“Provisional Allotment Letter” or “PAL”</i>	:	The provisional allotment letter issued to an Entitled Scripholder setting out the provisional allotments of Warrants of such Entitled Scripholder under the Warrants Issue, and for the purpose of applying for excess Warrants under the Warrants Issue

“Record Date”	:	In relation to any dividends, rights, allotments or other distributions, the date as at the close of business (or such other time as may have been notified by the Company) on which Shareholders must be registered or the Securities Accounts of Shareholders must be credited with Shares in order to participate in such dividends, rights, allotments or other distributions
“Securities Account”	:	Securities account maintained by a Depositor with CDP but does not include a securities sub-account maintained with a Depository Agent
“SFA”	:	Securities and Futures Act, Chapter 289 of Singapore, as amended or modified from time to time
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Shareholders”	:	Registered holders of Shares in the Register of Members of the Company except where the registered holder is CDP, in which case the term “ Shareholders ” shall in relation to such Shares, and where the context admits, mean the persons named as depositors in the Depository Registry maintained by CDP and into whose Securities Accounts those Shares are credited. Any reference to Shares held by or shareholdings of Shareholders shall include Shares standing to the credit of their respective Securities Accounts
“Share Registrar”	:	Boardroom Corporate & Advisory Services Pte. Ltd.
“Shares”	:	Ordinary shares in the capital of the Company
“Substantial Shareholder”	:	A person who has an interest in shares the nominal amount of which is not less than 5% of the nominal amount of all the voting shares of a company
“Take-over Code”	:	The Singapore Code on Take-overs and Mergers, as amended or modified from time to time
“Techpath”	:	Techpath Construction Sdn Bhd, a wholly-owned subsidiary of the Group
“Warrant Agent”	:	Boardroom Corporate & Advisory Services Pte. Ltd.
“Warrant Agency Agreement”	:	The warrant agency agreement dated 9 March 2009 entered into between the Company and the Warrant Agent and the Share Registrar, for the purpose, <i>inter alia</i> , of appointing the Warrant Agent
“Warrantholders”	:	Registered holders of Warrants, except that where the registered holder is CDP, the term “ Warrantholders ” shall, in relation to such Warrants and where the context so admits, mean the persons named as depositors in the Depository Registry maintained by CDP and into whose Securities Accounts those Warrants are credited. Any reference to Warrants held by Warrantholders shall include Warrants standing to the credit of their respective Securities Accounts
“Warrants”	:	Up to 209,858,445 warrants in registered form to be issued by the Company pursuant to the Warrants Issue, and (where the context so admits) such additional warrants as may be required or permitted to be issued by the Company pursuant to the terms and

conditions of the warrants to be set out in the Instrument (such additional warrants to rank *pari passu* with the warrants issued pursuant to the Warrants Issue for all purposes to form part of the same series), each warrant entitling the Warrantholder to subscribe for one (1) New Share at the Exercise Price, subject to the terms and conditions of the warrants to be set out in the Instrument

- “Warrants Application Form” or “WAF” : The Warrants Application Form to be issued to the purchasers of the provisional allotment of Warrants traded on the SGX-ST under the book-entry (scripless) settlement system
- “Warrants and Excess Warrants Application Form” or “WEWAF” : The Warrants and Excess Warrants Application form issued to an Entitled Depositor in respect of the provisional allotments of the Warrants to such Entitled Depositor under the Warrants Issue, and for the purpose of applying for excess Warrants under the Warrants Issue
- “Warrants Issue” : Renounceable non-underwritten rights issue by the Company of up to 209,858,445 Warrants at the Issue Price for each Warrant, each Warrant carrying the right to subscribe for one (1) New Share at the Exercise Price during the Exercise Period, on the basis of one (1) Warrant for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded

Currencies and others

- “\$” or “S\$” and “cents” : Singapore dollars and cents, respectively
- “HK\$” : Hong Kong dollars
- “RM” : Malaysian Ringgit
- “RMB” : Reminbi
- “%” or “per cent.” : Percentage or per centum

The terms “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the same meanings ascribed to them respectively in Section 130A of the Companies Act and the term “subsidiary” shall have the same meaning ascribed to it in Section 5 of the Companies Act.

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

Any reference in this Offer Information Statement, the PAL, the WEWAF and the WAF to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act, the SFA, the Listing Manual or the Take-over Code, or any modification thereof and used in this Offer Information Statement, the PAL, the WEWAF or the WAF shall, where applicable, have the meaning assigned to it under the Companies Act, the SFA, the Listing Manual or the Take-over Code, or such modification thereof, as the case may be.

Any reference to a time of day in this Offer Information Statement, the PAL, the WEWAF and the WAF shall be a reference to Singapore time unless otherwise stated.

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.

INDICATIVE TIMETABLE OF KEY EVENTS

The important dates and times for the Warrant Issue are as follows:-

Shares trade ex-Warrants	:	9 March 2009
Books Closure Date	:	11 March 2009 at 5.00 p.m.
Despatch of Offer Information Statement (together with the PAL and the WEWAF, as the case may be) to Entitled Shareholders	:	16 March 2009
Commencement of trading of "nil-paid" Warrants	:	16 March 2009 at 9.00 a.m.
Last day for trading of "nil-paid" Warrants	:	24 March 2009 at 5.00 p.m.
Last date and time for splitting Warrant entitlements	:	25 March 2009 at 5.00 p.m.
Last date and time for acceptance and payment for Warrants	:	30 March 2009 at 5.00 p.m. (9.30 p.m. for Electronic Applications through an ATM)
Last date and time for renunciation and payment for Warrants	:	30 March 2009 at 5.00 p.m.
Last date and time for application and payment for excess Warrants	:	30 March 2009 at 5.00 p.m. (9.30 p.m. for Electronic Applications through an ATM)
Expected date for issuance of Warrants	:	3 April 2009
Expected date for commencement of trading of Warrants	:	on or about 8 April 2009

The above timetable is subject to such modifications as the Company may, in consultation with the Manager and (if necessary) 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 announce any changes to the above timetable on the SGXNET.

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE WARRANTS ISSUE

Entitled Shareholders

Entitled Shareholders are entitled to participate in the Warrants Issue and to receive this Offer Information Statement together with the PAL or the WEWAF, as the case may be, and its accompanying documents at their respective Singapore addresses. Entitled Depositors who do not receive this Offer Information Statement and the WEWAF may obtain them from CDP or the Share Registrar during the period up to the Closing Date. Entitled Scripholders who do not receive this Offer Information Statement and the PAL may obtain them from the Share Registrar for the period up to the Closing Date.

Entitled Shareholders have been provisionally allotted Warrants under the Warrants Issue on the basis of their shareholdings as at the Books Closure Date, fractional entitlements to be disregarded. They are at liberty to accept, decline, renounce or in the case of Entitled Depositors only, trade on the SGX-ST (during the provisional allotment trading period prescribed by the SGX-ST) their provisional allotments of Warrants and are eligible to apply for additional Warrants in excess of their provisional allotments under the Warrants Issue.

All dealings in and transactions of the provisional allotments of the Warrants through the SGX-ST will be effected under the book-entry (scripless) settlement system. Accordingly, the PAL which is issued to Entitled Scripholders will not be valid for delivery pursuant to trades done on the SGX-ST.

The procedures for, and the terms and conditions applicable to, acceptances, renunciation and/or sales of the provisional allotments of Warrants and for the applications for excess Warrants, including the different modes of acceptance or application and payment, are contained in Appendices A, B, C and D to this Offer Information Statement and in the PAL, the WAF and the WEWAF.

Foreign Shareholders

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

Foreign Shareholders will not be entitled to participate in the Warrants Issue. Accordingly, no provisional allotment of the Warrants will be made to Foreign Shareholders and no purported acceptance thereof or application therefor by Foreign Shareholders will be valid.

This Offer Information Statement and its accompanying documents will also not be despatched to persons purchasing the provisional allotments of Warrants through the book-entry (scripless) settlement system and whose registered addresses with CDP are outside Singapore (“**Foreign Purchasers**”). Foreign Purchasers who wish to accept any provisional allotments of Warrants credited by CDP to their Securities Accounts should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore.

The Company reserves the right to treat as invalid any WEWAF, WAF or PAL which (a) appears to the Company or its agents to have been executed in any jurisdiction outside Singapore which may violate the applicable legislation of such jurisdiction, (b) provides an address outside Singapore for the receipt of the warrant certificate(s) for the Warrants or which requires the Company to despatch the warrant certificate(s) to an address in any jurisdiction outside Singapore or (c) purports to exclude any deemed representation or warranty. The Company further reserves the right to reject any acceptances of the Warrants and/or applications for excess Warrants where it believes, or has reason to believe, that such acceptances and/or applications may violate the applicable legislation of any jurisdiction.

If it is practicable to do so, the Company may, at its absolute discretion, arrange for provisional allotments of 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 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 expenses to be incurred in relation thereto.

The net proceeds from all such sales, after deduction of all expenses therefrom, will be pooled and thereafter distributed to Foreign Shareholders in proportion to their respective shareholdings or, as the case may be, the number of Shares entered against their names in the Depository Register as at the Books Closure Date and sent to them at their own risk by ordinary post, provided that where the amount of net proceeds to be distributed to any single Foreign Shareholder is less than S\$10.00, the Company shall be entitled to retain or deal with such net proceeds as the Directors may, in their absolute discretion, deem fit for the sole benefit of the Company and no Foreign Shareholder shall have any claim whatsoever against the Company, the Manager, CDP or the Share Registrar in connection therewith.

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

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

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

Notwithstanding the above, Shareholders and any other person having possession of this Offer Information Statement and/or its accompanying documents are advised to inform themselves of and to observe all 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 Warrants unless such offer, invitation or solicitation could lawfully be made without violating any registration or other regulatory or legal requirements in those territories.

All fractional entitlements to the Warrants will be disregarded in arriving at the entitlements of the Entitled Shareholders and will, together with entitlements not allotted or taken up for any reason, be aggregated and issued to satisfy applications, if any, for excess Warrants or otherwise disposed of or dealt with in such manner as the Directors, in their absolute discretion deem fit.

The Warrants which are not otherwise taken up or allotted for any reason shall be used to satisfy excess Warrants applications as the Directors may, in their absolute discretion, deem fit. In the allotment of excess Warrants, preference will be given to the rounding of odd lots, and the Directors and Substantial Shareholders will rank last in priority.

TRADING

Listing of and Quotation for Warrants

Approval in-principle has been obtained from the SGX-ST for the dealing in, listing of and quotation for the Warrants and New Shares on the Official List of the SGX-ST subject to, *inter alia*, there being a sufficient spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants. The approval in-principle of the SGX-ST is not to be taken as an indication of the merits of the Company, its subsidiaries, the Warrants Issue, the Warrants or the New Shares.

Shareholders should note that the Company will not proceed with the Warrants Issue in the event that permission is not granted by the SGX-ST for the dealing in, listing of and quotation of the Warrants due to an inadequate spread of holdings for the Warrants to provide for an orderly market in the Warrants. Should the Company not proceed with the Warrants Issue, any monies paid by the Entitled Shareholders or their renounees for the purposes of subscribing or applying for the Warrants will be refunded without interest or any share of revenue or other benefit arising therefrom.

Upon listing and quotation on the Official List of the SGX-ST, the Warrants and the New Shares when issued will be traded under the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) of the Warrants and the New Shares effected through the SGX-ST and/or CDP shall be made in accordance with the "Terms and Conditions for Operation of Securities Accounts with CDP" and the "Terms and Conditions for CDP to act as Depository for the Warrants", as the same may be amended from time to time. Copies of the above are available from CDP.

Scripless Trading

To facilitate scripless trading, Entitled Scripholders and their renounees who wish to accept the Warrants provisionally allotted to them and (if applicable) apply for excess Warrants and who wish to trade the Warrants issued to them on the SGX-ST under the book-entry (scripless) settlement system should open and maintain Securities Accounts with CDP in their own names (if they do not already maintain such Securities Accounts) in order that the number of Warrants and, if applicable the excess Warrants that may be allotted and issued to them may be credited by CDP into their Securities Accounts. Entitled Scripholders and their renounees who wish to accept the Warrants provisionally allotted to them and (if applicable) apply for excess Warrant and have their Warrants credited 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 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 certificates for the Warrants allotted to them and if applicable, the excess Warrants allotted to them. Such physical certificates, if issued, will be forwarded to them by ordinary post at their own risk, but will not be valid for delivery pursuant to trades done on the SGX-ST 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 his address registered with CDP, he must inform CDP of his updated address promptly, failing which the notification letter on successful allotment and other correspondence will be sent to his address last registered with CDP.

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

Trading of Odd Lots

All fractional entitlements to the Warrants have been disregarded in arriving at the entitlements of the Entitled Shareholders and will, together with entitlements not allotted or taken up for any reason, be aggregated and issued to satisfy applications, if any, for excess Warrants or otherwise disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interest of the Company. Warranholders should note that most counters on the SGX-ST trade in board lot sizes of 1,000 shares and/or warrants.

Following the Warrants Issue, Warranholders who hold odd lots of the Warrants (i.e. less than 1,000 Warrants) and who wish to trade in odd lots of the Warrants on SGX-ST should note that they are able to do so on the Unit Share Market of the SGX-ST.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in this Offer Information Statement, statements made in press releases and oral statements that may be made by the Company or its officers, Directors or employees acting on its behalf, that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by words such as, without limitation, “anticipate”, “believe”, “could”, “estimate”, “expect”, “forecast”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “will” and “would” or other similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the Group’s expected financial position, operating results, business strategies, plans and prospects are forward-looking statements. These forward-looking statements, including but not limited to statements as to the Group’s revenue and profitability, prospects, future plans and other matters discussed in this Offer Information Statement regarding matters that are not historical facts, are only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Group’s actual, 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 Group, the Manager nor any other person represents or warrants that the Group’s actual future results, performance or achievements will be as discussed in those statements.

Further, the Company and the Manager 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 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 Authority.

The Company is also subject to the provisions of the Listing Manual regarding corporate disclosure.

TAKE-OVER LIMITS

The Take-over Code regulates the acquisition of ordinary shares of public companies including the Company. Unless exempted, any person acquiring an interest, either on his own or together with parties acting in concert with him, in 30% or more of the voting rights in the Company or if such person holds, either on his own or together with parties acting in concert with him, between 30% to 50% (both inclusive) of the voting rights of the Company, and acquires additional Shares (whether through the exercise of the Warrants or through other means) representing more than 1% in the Company in any six (6) month period, must extend a take-over offer for the remaining Shares in the Company in accordance with the provisions of the Take-over Code.

Shareholders who are in doubt as to their obligations, if any, to make a mandatory take-over offer under the Take-over Code as a result of any acquisition of Warrants pursuant to the Warrants Issue or the exercise of Warrants should consult the Securities Industry Council and/or their professional advisers immediately.

**DISCLOSURE REQUIREMENTS UNDER THE SIXTEENTH SCHEDULE OF
THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS)
(SHARES AND DEBENTURES) REGULATIONS 2005**

PART II: IDENTITY OF DIRECTORS, ADVISERS AND AGENTS

Directors

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

Name of Directors	Address
Choo Chee Onn	43 Tagore Avenue Singapore 787664
Tok Cheng Hoe	Block 847 Woodlands Street 82 #09-281 Singapore 730847
Lim Kee Seng	Block 219 Lorong 8 Toa Payoh #04-637 Singapore 310219
Kwok Ngat Khow	53 Lichi Avenue Sennett Estate Singapore 348827
Lim Yeow Hua @ Lim You Qin	64 Waterloo Street #08-02 Singapore 187959
Lai Meng Seng	109 Holland Grove View Singapore 276266
Khua Kian Kheng Ivan	57 Jalan Tambur Singapore 576821

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.**
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Manager of the Warrants Issue	:	CIMB-GK Securities Pte. Ltd. 50 Raffles Place #19-00 Singapore Land Tower Singapore 048623
Underwriter	:	Not applicable as the Warrants Issue is not underwritten
Legal Adviser	:	Shook Lin & Bok LLP 1 Robinson Road #18-00 AIA Tower Singapore 048542

Registrars and Agents

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

Share Registrar and Warrant Agent	:	Boardroom Corporate & Advisory Services Pte. Ltd. 3 Church Street #08-01 Samsung Hub Singapore 049483
Receiving Banker	:	CIMB Bank Berhad (Singapore Branch) 50 Raffles Place #01-01 Singapore Land Tower Singapore 048623

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 Warrants Issue of up to 209,858,445 Warrants on the basis of one (1) Warrant for every one (1) Share held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded
Number of Warrants	:	Up to 209,858,445 Warrants

Method and Timetable

2. Provide the information referred to in paragraphs 3 to 7 of this Part to the extent applicable to –

- (a) the offer procedure; and
- (b) where there is more than one group of targeted potential investors and the offer procedure is different for each group, the offer procedure for each group of targeted potential investors.

Please refer to Section 3 to Section 7 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.

Entitled Shareholders will receive this Offer Information Statement together with the PAL or the WEWAF, as the case may be, at their respective Singapore addresses.

Entitled Shareholders will be provisionally allotted the Warrants under the Warrants Issue on the basis of their shareholdings as at the Books Closure Date and are at liberty to accept, decline, renounce or trade their provisional allotments on the SGX-ST.

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

The timetable set out in the section entitled “**Indicative Timetable of Key Events**” of this Offer Information Statement may be subject to such modifications as the Company may, in consultation with the Manager and with the approval of 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 changes in the Closing Date through a SGXNET announcement to be posted on the internet at the SGX-ST’s website at <http://www.sgx.com>

The procedures for, and the terms and conditions applicable to, *inter alia*, acceptances, renunciation and/or sales of the provisional allotments of Warrants and for the applications for excess Warrants, including the different modes of acceptance or application and payment, are contained in Appendices A to D to this Offer Information Statement and in the PAL, the WEWAF and the WAF.

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 Warrants are payable in full upon acceptance and/or application. Please refer to Appendices A to D of this Offer Information Statement for details of the procedures for acceptances and/or application of, and payment for, the Warrants under the Warrants Issue.

Please refer to the Section entitled “**Indicative Timetable of Key Events**” of this Offer Information Statement for the last date and time for the payment for the Warrants and if applicable, the excess 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 Warrants will be provisionally allotted to Entitled Shareholders on or about 13 March 2009 by crediting the provisional allotments into the Securities Accounts of the respective Entitled Depositors based on their respective shareholdings in the Company as at the Books Closure Date or through the despatch of the PALs to Entitled Scripholders.

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

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

It is expected that the issuance of the Warrant certificates as described above will take place on or about 3 April 2009, but the Company will make an announcement on the date on which (a) the certificates for the Warrants are despatched and (b) the Warrants are credited into the relevant Securities Account (as the case may be), through a SGXNET announcement to be posted on the internet at the SGX-ST’s website at <http://www.sgx.com>.

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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.

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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).**
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The Company will announce the results of the Warrants Issue, as soon as it is practicable after the Closing Date, through a SGXNET announcement to be posted on the internet at the SGX-ST's website at <http://www.sgx.com>.

Please refer to Appendices B to D of this Offer Information Statement for details of refunding excess amounts paid by applicants.

PART IV: KEY INFORMATION

Use of Proceeds from Offer and Expenses Incurred

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1. **In the same section, provide the information set out in paragraphs 2 to 7 of this Part.**
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Please refer to Section 2 to Section 7 below.

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2. **Disclose the estimated amount of the proceeds from the offer (net of the estimated amount of expenses incurred in connection with the offer) (referred to in this paragraph and paragraph 3 of this Part as the net proceeds). Where only a part of the net proceeds will go to the relevant entity, indicate the amount of the net proceeds that will be raised by the relevant entity. If none of the proceeds will go to the relevant entity, provide a statement of that fact.**
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Assuming none of the Convertible Notes are converted into Shares on or before the Books Closure Date and that 176,245,000 Warrants are issued pursuant to the Warrants Issue and that the Warrants Issue is fully subscribed, the minimum estimated net proceeds of the Warrants Issue, after deducting estimated expenses of approximately S\$0.20 million, will amount to approximately S\$1.56 million.

Assuming all the Convertible Notes are converted into Shares on or before the Books Closure Date and that 209,858,445 Warrants are issued pursuant to the Warrants Issue and that the Warrants Issue is fully subscribed, the maximum estimated net proceeds of the Warrants Issue, after deducting estimated expenses of approximately S\$0.20 million, will amount to approximately S\$1.90 million.

In the event that none of the Convertible Notes are converted into Shares on or before the Books Closure Date and that all the 176,245,000 Warrants are exercised, the Company will be able to raise a further sum of approximately S\$17.62 million. In the event that all the Convertible Notes are converted into Shares on or before the Books Closure Date and that all the 209,858,445 Warrants are exercised, the Company will be able to raise a further sum of approximately S\$20.99 million.

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- 3. Disclose how the net proceeds raised by the relevant entity from the offer will be allocated to each principal intended use. If the anticipated proceeds will not be sufficient to fund all of the intended uses, disclose the order of priority of such uses, as well as the amount and sources of other funds needed. Disclose also how the proceeds will be used pending their eventual utilisation for the proposed uses. Where specific uses are not known for any portion of the proceeds, disclose the general uses for which the proceeds are proposed to be applied. Where the offer is not fully underwritten on a firm commitment basis, state the minimum amount which, in the reasonable opinion of the directors or equivalent persons of the relevant entity, must be raised by the offer of securities.**
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The Company intends to apply the net proceeds raised for the Warrants Issue of between approximately S\$1.56 million to S\$1.90 million (before the exercise of the Warrants) for its general working capital requirements.

The Company intends to apply the proceeds arising from any exercise of the Warrants (as and when they are exercised) of between approximately S\$17.62 million and S\$20.99 million for payment of the Group's borrowings, working capital and/or such other purposes as the Directors may deem fit.

Pending the deployment of the net proceeds for the purposes mentioned above, the net proceeds may be deposited with banks and/or financial institutions, invested in short-term money market instruments and/or marketable securities or used for any other purposes on a short-term basis, as the Directors may, in their absolute discretion, deem fit.

The Warrants Issue will not be underwritten. In the reasonable opinion of the Directors, no minimum amount must be raised by the Warrants Issue.

- 4. For each dollar of the proceeds from the offer that will be raised by the relevant entity, state the estimated amount that will be allocated to each principal intended use and the estimated amount that will be used to pay for expenses incurred in connection with the offer.**
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Based on the intended use of the proceeds from the issue of the Warrants pursuant to the Warrants Issue as described in Section 3 of Part IV above, for each dollar of the gross proceeds from the Warrants Issue:-

Assuming none of the Convertible Notes are converted into Shares on or before the Books Closure Date and that 176,245,000 Warrants are issued pursuant to the Warrants Issue and that the Warrants Issue is fully subscribed, for each dollar of the gross proceeds raised from the Warrants Issue of S\$1.76 million:-

- (a) approximately S\$1.56 million, representing 88.6% of gross proceeds raised, will be allocated for the intended use described in Section 3 of Part IV above; and
- (b) approximately S\$0.20 million, representing 11.4% of gross proceeds raised, will be used to pay for expenses incurred in connection with the Warrants Issue.

Assuming all the Convertible Notes are converted into Shares on or before the Books Closure Date and that 209,858,445 Warrants are issued pursuant to the Warrants Issue and that the Warrants Issue is fully subscribed, for each dollar of the gross proceeds raised from the Warrants Issue of S\$2.10 million:-

- (a) approximately S\$1.90 million, representing 90.5% of gross proceeds raised, will be allocated for the intended use described in Section 3 of Part IV above; and
- (b) approximately S\$0.20 million, representing 9.5% of gross proceeds raised, will be used to pay for expenses incurred in connection with the Warrants Issue.

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5. **If any of the proceeds to be raised by the relevant entity will be used, directly or indirectly, to acquire or refinance the acquisition of an asset other than in the ordinary course of business, briefly describe the asset and state its purchase price. If the asset has been or will be acquired from an interested person of the relevant entity, identify the interested person and state how the cost to the relevant entity is or will be determined.**
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Not applicable as the net proceeds from the Warrants Issue will not be used, directly or indirectly, to acquire or refinance the acquisition of an asset other than in the ordinary course of business.

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

Not applicable as the net proceeds from the Warrants Issue 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.**
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Not applicable as no material part of the proceeds to be raised by the Group pursuant to the issue of the Warrants will be used to discharge, reduce or retire the 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.**
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Not applicable as the Warrants Issue is not underwritten and no underwriters, placement or selling agents are appointed for the Warrants Issue.

Information on the Relevant Entity

- 9a. **the address and telephone and facsimile numbers of the relevant entity's registered office and principal place of business (if different from those of its registered office);**
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Registered office and principal place of business	:	36 Senoko Road Singapore 758108
Telephone number	:	(65) 6758 2266
Facsimile number	:	(65) 6758 2532

- 9b. **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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Principal Business Activities

The Company was incorporated under the laws of the Republic of Singapore on 9 March 2006. On 8 February 2007, the Company was admitted to the Official List of the Main Board of the SGX-ST.

The Group's principal activities are geographically diversified, including construction in Singapore and Malaysia and property development and property management in the PRC. The Group has also begun to engage in property development business in Singapore by way of joint ventures.

As at the Latest Practicable Date, the subsidiaries of the Group and their principal activities are as follows:-

Name of Company	Principal activities	Country of incorporation and place of business	Effective equity held by the Group %
<u>Held by the Company</u>			
KSHEC	Building construction	Singapore	100
KSHR	Property development, deriving rental income from investment properties and investment holding	Singapore	100
KSHO	Investment holding	Singapore	100
<u>Held by KSHEC</u>			
KSH Property Development Pte. Ltd.	Property development	Singapore	100
Techpath	Building construction	Malaysia	100
<u>Held by KSHR</u>			
Mergui Development Pte. Ltd.	Property development	Singapore	100
<u>Held by KSHO</u>			
Tianjin Tianxing Real Estate Development Co., Ltd. (天津天星置地发展有限公司)	Construction, rental, sale of property	PRC	69.0
Tianjin Tianxing Property Management Co., Ltd (天津天星物业管理有限公司)	Property management	PRC	69.0
Duford	Investment holding	Hong Kong, Special Administrative Region	58.33

As at the Latest Practicable Date, the associated companies of the Group and their principal activities are as follows:-

Name of company	Principal activities	Country of incorporation and place of business	Effective equity held by the Group %
<u>Held by KSHR</u>			
Phileap Pte. Ltd.	Property development	Singapore	25.0
<u>Held by Duford</u>			
Beijing Jin Hua Tong Da Real Estate Development Co., Ltd. (北京津华通达房地产开发有限公司)	Residential property developer	PRC	26.2

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- 9c. the general development of the business from the beginning of the period comprising the 3 most recent completed financial years to the latest practicable date, indicating any material change in the affairs of the relevant entity or the group, as the case may be, since –
- (i) the end of the most recent completed financial year for which financial statements of the relevant entity have been published; or
 - (ii) the end of any subsequent period covered by interim financial statements, if interim financial statements have been published;
-

The significant developments in the business of the Group in chronological order since 1 April 2005 are set out below. Shareholders are advised to refer to the related announcements released by the Company via the SGXNET for further details.

Key Developments in FY2006

- (1) On 17 June 2005, KSHO acquired 3,250,260 shares of HK\$1.00 each representing 41.67% of the issued share capital of Duford from KSHR, for a consideration of HK\$3,250,260 (S\$871,473).
- (2) On 9 March 2006, the Company was incorporated in the Republic of Singapore.
- (3) As part of the restructuring exercise of the Group prior to its initial public offering, on 22 March 2006, KSHEC sold its 100% interest comprising four (4) ordinary shares in KSH Technologies Pte. Ltd., which prior to the sale was a wholly-owned subsidiary of KSHEC, for a cash consideration of S\$4.00.
- (4) On 23 March 2006, KSHO acquired 1,299,480 shares of HK\$1.00 each representing 16.66% of the issued share capital of Duford from an unrelated third party for a consideration of approximately HK\$2,174,000 (S\$453,615). Following the acquisition, the effective equity interest held by the Group in Duford increased from 41.67% to 58.33% in FY2006 and Duford became a subsidiary of the Group.

Key Developments in FY2007

- (1) On 2 June 2006, KSHEC acquired 2 ordinary shares of RM1.00 each in the share capital of Techpath for a consideration of RM2.00 which resulted in Techpath becoming a wholly-owned subsidiary of the Group. Subsequently, KSHEC subscribed for 749,998 ordinary shares of RM1.00 each in the share capital of Techpath at a subscription price of RM1.00 for each share.
- (2) On 8 June 2006, Duford acquired an additional 2.72% equity interest in Beijing Jin Hua Tong Da Real Estate Development Co., Ltd. (北京津华通达房地产开发有限公司) for a consideration of RMB1.13 million (approximately S\$225,000). Pursuant to the acquisition, the effective interest held by the Group in Beijing Jin Hua Tong Da Real Estate Development Co., Ltd. (北京津华通达房地产开发有限公司) was increased from 17.5% to 19.1%.
- (3) In June 2006, Techpath commenced work on a S\$32.0 million assembly plant in Selangor pursuant to a contract awarded by Tan Chong & Sons Motor Co Sdn Bhd (“**Tan Chong & Sons**”).
- (4) In line with the Company’s plan to expand its property development business in the PRC, the Group, through its subsidiary, Duford, signed a non-binding letter of intent with Beijing Jia Hua Hong Yuan Investment Co., Ltd (北京嘉华宏远投资有限公司) and Tianjin Ye Tong Investment Guarantee Co., Ltd (天津业通投资担保有限公司) on 18 August 2006 to explore business opportunities through an equity joint venture to undertake new rural residential development projects in Zhuozhou, Hebei Province, the PRC.

- (5) As part of the restructuring exercise of the Group prior to its initial public offering, on 4 October 2006, KSHR sold its 24.2% interest in TCH Holding Pte Ltd, which had a nil carrying value, to Star Elite Pte. Ltd. for an aggregate consideration of S\$1.00.
- (6) As part of the restructuring exercise of the Group prior to its initial public offering, on 11 December 2006, the Company acquired 100% of the issued share capital of KSHO, comprising 23,010,000 ordinary shares, from KSHR for an aggregate cash consideration of S\$23,010,000.
- (7) As part of the restructuring exercise of the Group prior to its initial public offering, on 12 December 2006, the Company acquired 100% of the issued share capital of KSHR, comprising 18,725,000 ordinary shares, from KSHEC for an aggregate cash consideration of S\$18,725,000.
- (8) On 8 February 2007, the Company was listed on the Main Board of the SGX-ST.
- (9) On 20 March 2007, the Company announced that Techpath was awarded a second contract by Tan Chong & Sons for the construction of a warehouse and office in Selangor. The value of the contract was approximately RM16.5 million.
- (10) On 20 March 2007, the Company announced that Group's subsidiary, KSHEC, was awarded a contract valued at approximately S\$86 million by Guthrie Properties (S) Pte Ltd for the construction of a 5-storey shopping complex with two basement lots at Tampines Central 1.

Key Developments in FY2008

- (1) On 21 May 2007, the Company announced that the Group's subsidiary, KSHEC, was awarded two contracts by the Ho Bee group of companies for the construction of clean and light industrial developments at two different sites. The first contract was for a 9-storey building at Genting Lane with a contract value of S\$14.9 million while the second contract was for an 8-storey building at New Industrial Road with a contract value of S\$14.8 million.
- (2) On 21 May 2007, the Company announced that KSHEC was awarded a contract by Brisbane Development Pte. Ltd. for the construction of 30 units of houses at Old Holland Road with a contract value of S\$34.2 million. These units comprised 24 units of 2-storey strata semi-detached and six units of 2-storey strata detached houses, each with basement and attic and complete with swimming pool, basement carpark and communal facilities.
- (3) On 21 June 2007, the Company announced that it had formed a consortium of equal shareholdings with Koh Brothers Group Limited, Heeton Holdings Limited and Lian Beng Group Ltd, and the consortium had been awarded the freehold site at Lincoln Lodge at a total cash consideration of S\$243 million. The Group funded the abovementioned acquisition via internal funds and bank borrowings. On 27 June 2007, the Company announced that KSHR acquired 25% of the shareholding in Phileap Pte. Ltd., the joint venture company established by KSHR, Koh Brothers Development Pte Ltd, Heeton Homes Pte Ltd and Lian Beng Realty Pte Ltd.
- (4) On 10 September 2007, the Company announced that it was awarded the contract for the construction of the luxury boutique Clifford Pier hotel project by Precious Quay Pte Ltd, a wholly-owned subsidiary of a Hong Kong-listed company, Sino Land Limited. The project includes the construction of a 6-storey hotel and the conservation of the single-storey Clifford Pier and the 2-storey former customs harbour branch building.
- (5) On 20 September 2007, the Company announced that it had entered into a placement agreement with DBS Bank Ltd., as the placement agent, for the proposed issue of up to S\$25 million in principal amount of Convertible Notes at a conversion price of S\$1.50, which included an option to issue additional Convertible Notes of a principal amount of up to S\$5 million to meet excess demand from institutional investors. The net proceeds from the Convertible Notes was to be used to fund new capital expenditure requirements and for the

Company's general working capital purposes. Based on the then conversion price of S\$1.50 and assuming no adjustments to the conversion price, 16,666,666 new Shares would be issued pursuant to the Convertible Notes, representing approximately 18.91% of the existing 88,122,500 Shares then in issue. On 25 September 2007, the Company announced that an option to issue additional Convertible Notes of a principal amount of S\$5 million was exercised by DBS Bank Ltd., as the placement agent. The Convertible Notes were issued on 18 October 2007.

- (6) On 12 November 2007, the Company announced that KSHO had entered into a joint venture agreement with Beijing Jia Hua Hong Yuan Investment Co., Ltd (北京嘉华宏远投资有限公司) and Tianjin Ye Tong Investment Guarantee Co., Ltd (天津业通投资担保有限公司) to tender for a residential property development in Bao Ding City of Hebei Province (保定市河北省) of the PRC.
- (7) On 21 November 2007, the Company announced that Mergui Development Pte. Ltd., a company wholly-owned by KSHR had acquired the prime freehold site at Mergui Road for a total consideration of S\$120 million.
- (8) On 27 November 2007, the Company announced the proposed sub-division of every one (1) existing ordinary share in the capital of the Company into two (2) shares in the capital of the Company ("**Proposed Sub-Division**"). The Shareholders approved the Proposed Sub-Division at the extraordinary general meeting held on 11 January 2008.

Subsequent to the Proposed Sub-Division, the conversion price of the Convertible Notes was adjusted from S\$1.50 to S\$0.75 and based on the adjusted conversion price of S\$0.75, additional 16,666,666 new Shares would be issued upon the conversion of the Convertible Notes.

- (9) On 28 November 2007, the Company announced that KSHEC was awarded two contracts, of a combined value of more than S\$118 million by the Ho Bee group of companies for the construction of the high-end condominium projects, Turquoise at Sentosa Cove and The Orange Grove at Stevens Road.
- (10) On 7 January 2008, the Company announced the formation of a joint venture with Beijing Jia Hua Hong Yuan Investment Co., Ltd (北京嘉华宏远投资有限公司). The joint venture company will be named Sino-Singapore Kim Seng Heng (Beijing) Engineering Construction Company Limited (中新金成兴(北京)建筑工程有限公司) and will be owned 50% by KSHEC and 50% owned by Beijing Jia Hua Hong Yuan Investment Co., Ltd (北京嘉华宏远投资有限公司).
- (11) On 11 February 2008, the Company announced that Eurochem Corporation Pte Ltd awarded KSHEC with a S\$53.5 million contract for the construction of a 13-storey business park building at International Business Park.
- (12) On 12 March 2008, the Company announced that Seaview (Sentosa) Pte. Ltd. awarded a contract worth more than S\$121 million to KSHEC for the construction of the luxury condominium housing development, Seascape at Sentosa Cove. This development comprises of 2 blocks of 8-storey residential flats with 151 units and comes with attached attics, a basement carpark, swimming pool and communal facilities.
- (13) On 26 March 2008, KSHEC accepted and signed the letter of award whereby KSHEC was awarded a contract of approximately S\$53 million by Keppel Land Realty Pte Ltd, a subsidiary of Keppel Land Limited, for the design and construction of a luxury condominium development, Madison Residences, at Bukit Timah Road. The development comprises of an 18-storey condominium development with one basement carpark and communal facilities.

Key Developments from 1 April 2008 to the Latest Practicable Date

- (1) On 17 April 2008, the Company announced that KSHEC was awarded a contract of approximately S\$126.8 million by Lippo Marina Construction Pte. Ltd. for the construction of the luxury condominium housing development, Marina Collection, at Sentosa Cove. The development comprises of 3 blocks of 4-storey residential flats and comes with attached attics, basement carpark, swimming pool and communal facilities.
- (2) On 26 May 2008, the Company announced that KSHR had entered into a joint venture agreement with Multi Wealth (Singapore) Pte. Ltd. and LBH Pte. Ltd. for the subscription of shares in Mergui Development Pte. Ltd. and joint development of the site at Mergui Road. Based on the terms and conditions set out in the abovementioned joint venture agreement, Mergui Development Pte. Ltd. will be owned 35% by KSHR, 53% by Multi Wealth (Singapore) Pte. Ltd. and 12% by LBH Pte. Ltd.. The issued and paid up capital of Mergui Development Pte. Ltd. was then increased to S\$10,000.
- (3) On 1 August 2008, Duford acquired an additional 12.28% equity interest in Beijing Jin Hua Tong Da Real Estate Development Co., Ltd. (北京津华通达房地产开发有限公司) for a consideration of approximately RMB9,242,000. Pursuant to the acquisition, the effective interest held by the Group in Beijing Jin Hua Tong Da Real Estate Development Co., Ltd. (北京津华通达房地产开发有限公司) increased from 19.1% to 26.2%.
- (4) On 11 September 2008, the Company announced the upcoming debut of the joint development between the Group, Koh Brothers Group Limited, Heeton Holdings Limited and Lian Beng Group Ltd, Lincoln Suites, a 175-unit luxury twin tower condominium located in the Newton district.
- (5) On 17 November 2008, the Company purchased S\$5 million in principal amount of the Convertible Notes which has since been duly cancelled. The remaining aggregate principal amount of the Convertible Notes is currently S\$20 million.
- (6) On 11 December 2008, the Company announced the Warrants Issue.

Save as disclosed in this Offer Information Statement and in public announcements released by the Company, there has been no material change to the affairs of the Group since the last unaudited accounts of the Group for HY2009 up to the Latest Practicable Date.

9d. 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;**
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As at the Latest Practicable Date, the share and loan capital of the Company comprise:-

Issued and Paid-Up Share Capital	:	S\$21,955,948 comprising 176,245,000 Shares
Loan Capital	:	S\$20 million in aggregate principal amount of issued and outstanding Convertible Notes, such Convertible Notes bearing interest at the rate of 1% per annum, payable semi-annually in arrears on 16 April and 18 October in each year from 18 April 2008 up to 18 October 2011

9e. 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;
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Based on information in the Register of Substantial Shareholders maintained by the Company pursuant to Section 88 of the Companies Act as at the Latest Practicable Date, the Substantial Shareholders and the number of Shares in which they have an interest are as follows:-

	Direct Interest		Deemed Interest		Total Interest	
	Number of Shares	(%)	Number of Shares	(%)	Number of Shares	(%)
Directors (who are also Substantial Shareholders)						
Choo Chee Onn	38,481,256	21.83	–	–	38,481,256	21.83
Lim Kee Seng	29,361,248	16.66	–	–	29,361,248	16.66
Tok Cheng Hoe	29,361,248	16.66	–	–	29,361,248	16.66
Kwok Ngat Khow	29,361,248	16.66	–	–	29,361,248	16.66
Substantial Shareholders (excluding the Directors)						
Nil	NA	NA	NA	NA	NA	NA

9f. 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;

Save as disclosed below, the Group is not involved in any legal or arbitration proceedings, including those which are pending or known to be contemplated, which may have, or which have had in the last 12 months immediately preceding the date of lodgment of this Offer Information Statement, a material effect on the Group's financial position or profitability:-

- (i) KSHEC is currently involved in arbitration proceedings with one of its sub-contractors (the "**Subcontractor**") in respect of a dispute pertaining to work done by the Subcontractor for a condominium project and certain counter claims by KSHEC. The Subcontractor's claims amount to S\$161,791.49. The arbitration hearing to determine the issues commenced on 2 February 2009 and has not concluded as at the Latest Practicable Date. Further hearing dates have been fixed for 8, 9, 15, 16 and 17 April 2009; and
- (ii) KSHEC is currently involved in legal proceedings with the management corporation of a commercial development ("**Management Corporation**") in respect of a dispute pertaining to work carried out by its nominated subcontractor ("**Nominated Subcontractor**"). The Management Corporation's claims amount to S\$204,000. KSHEC has commenced third party proceedings against the Nominated Subcontractor and the summons for directions in the third party proceeding is fixed for hearing on 10 March 2009.

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- 9g. 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**
-

Not applicable as the Company has not issued any securities or equity interests within the 12 months immediately preceding the Latest Practicable Date.

- 9h. 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.**
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The dates of, parties to and general nature of all material contracts entered into by the Company, not being contracts entered into in the ordinary course of business carried on or intended to be carried on by the Company, for the period of two years before the date of lodgment of this Offer Information Statement are as follows:-

- (i) Memorandum of Undertaking dated 20 June 2007 between KSHR, Koh Brothers Development Pte Ltd, Heeton Homes Pte Ltd and Lian Beng Realty Pte Ltd for the establishment of the joint venture company, Phileap Pte. Ltd., for the purchase, development and sale of the units in Lincoln Lodge, a residential development in Singapore;
- (ii) Placement Agreement dated 20 September 2007 between the Company and DBS Bank Ltd for the arrangement of the issue of the Convertible Notes and the procurement of subscribers for the Convertible Notes at a fee of 3.75% of the aggregate principal amount of the Convertible Notes issued;
- (iii) Trust Deed dated 17 October 2007 between the Company and DBS Trustee Limited for the appointment of DBS Trustee Limited as trustee in relation to the Convertible Notes;
- (iv) Joint Venture Agreement dated 9 November 2007 between KSHO, Beijing Jia Hua Hong Yuan Investment Co., Ltd (北京嘉华宏远投资有限公司) and Tianjin Ye Tong Investment Guarantee Co., Ltd (天津业通投资担保有限公司) for the establishment of a joint venture company to tender for a residential property development in Bao Ding City of Hebei Province (保定市河北省);
- (v) Sale and Purchase Agreement dated 20 November 2007 between KSHR and the owners of the units of the development, The Mergui, for the acquisition of the freehold land at The Mergui for a consideration of approximately S\$22.7 million;
- (vi) Sale and Purchase Agreement dated 20 November 2007 between KSHR and the owners of the units of the development, Northern Mansions, for the acquisition of the freehold land at Northern Mansions for a consideration of approximately S\$24.3 million;
- (vii) Sale and Purchase Agreement dated 20 November 2007 between KSHR and the owners of the units of the development, Mergui Lodge, for the acquisition of the freehold land at Mergui Lodge for a consideration of approximately S\$16.2 million;

- (viii) Sale and Purchase Agreement dated 20 November 2007 between KSHR and the owners of the units of the development, Mergui Court, for the acquisition of the freehold land at Mergui Court for a consideration of approximately S\$29.9 million;
- (ix) Sale and Purchase Agreement dated 20 November 2007 between KSHR and the owners of the units of the development, Norfolk Court, for the acquisition of the freehold land at Norfolk Court for a consideration of approximately S\$26.8 million;
- (x) Joint Venture Agreement dated 1 December 2007 between KSHEC and Beijing Jia Hua Hong Yuan Investment Co., Ltd (北京嘉华宏远投资有限公司) for the establishment of a joint venture company to be named Sino-Singapore Kim Seng Heng (Beijing) Engineering Construction Company Limited (中新金成兴(北京)建筑工程有限公司), for conducting engineering and building construction business in the PRC;
- (xi) Letter of Award dated 26 March 2008 between KSHEC and Keppel Land Realty Pte Ltd whereby Keppel Land Realty Pte Ltd awarded a contract of approximately S\$53 million to KSHEC for the design and construction of a condominium development, Madison Residences, at Bukit Timah Road;
- (xii) Joint Venture Agreement dated 26 May 2008 between KSHR, Multi Wealth (Singapore) Pte. Ltd. and LBH Pte. Ltd. for the development of a freehold site at Mergui Road and pursuant to which KSHR subscribed for 3,500 shares in Mergui Development Pte. Ltd. ("**Mergui Shares**") at a cash consideration of S\$3,500, Multi Wealth (Singapore) Pte. Ltd. subscribed for 5,300 Mergui Shares at a cash consideration of S\$5,300 and LBH Pte. Ltd. subscribed for 1,200 Mergui Shares at a cash consideration of S\$1,200;
- (xiii) Joint Venture Agreement dated 30 July 2008 between KSHR, Koh Brothers Development Pte Ltd, Heeton Homes Pte Ltd and Lian Beng Realty Pte Ltd for the establishment of the joint venture company, Phileap Pte. Ltd., for the purchase, development and sale of the units in Lincoln Lodge, a residential development in Singapore;
- (xiv) Agreement dated 1 August 2008 between Duford and Beijing Jia Hua Hong Yuan Investment Co., Ltd (北京嘉华宏远投资有限公司) whereby Duford acquired an additional 12.28% equity interest in Beijing Jin Hua Tong Da Real Estate Development Co., Ltd. (北京津华通达房地产开发有限公司) for a consideration of approximately RMB9,242,000; and
- (xv) Purchase Order dated 11 November 2008 between the Company and DBS Bank Ltd instructing DBS Bank Ltd to execute a purchase, on behalf of the Company, of up to S\$10 million in notional amount of 1.00% unconditional, unsubordinated, unsecured Convertible Notes issued by the Company due 18 October 2011.

Save for the above mentioned material contracts, the Company and its subsidiaries have not entered into any material contracts not being contracts entered into in the ordinary course of business, within the two preceding years before the date of lodgment of this Offer Information Statement.

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.
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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.

SELECTED CONSOLIDATED FINANCIAL INFORMATION

The audited consolidated income statements of the Group for the last three financial years and the unaudited consolidated income statement of the Group for HY2009 are set out below:-

(\$S'000)	← AUDITED →			← UNAUDITED →	
	FY2006	FY2007	FY2008	HY2008	HY2009
Revenue	117,961	133,289	182,002	79,674	179,508
Other income	2,307	4,212	49,277	1,067	5,874
Cost of construction	(106,404)	(115,068)	(161,721)	(71,979)	(161,424)
Cost of sales of completed properties	(833)	(5,120)	(1,400)	–	–
Personnel expenses	(3,591)	(3,913)	(4,971)	(2,686)	(4,401)
Depreciation expenses	(381)	(415)	(809)	(257)	(718)
Finance costs	(1,310)	(1,684)	(3,514)	(913)	(2,633)
Other operating expenses	(2,313)	(3,276)	(4,101)	(1,069)	(1,835)
Profit from operations	5,436	8,025	54,763	3,837	14,371
Share of results of an associate and a joint venture	1,531	220	(478)	(12)	(22)
Profit before taxation	6,967	8,245	54,285	3,825	14,349
Income tax expense	(1,256)	(1,641)	(12,595)	(790)	(2,264)
Minority Interest	(403)	(505)	(10,293)	(168)	(52)
Profit attributable to shareholders	5,308	6,099	31,397	2,867	12,033
Gross dividend declared and paid per Share (cents)	6.19	2.50	1.10	–	1.50

(S\$'000)	← AUDITED →			← UNAUDITED →	
	FY2006	FY2007	FY2008	HY2008	HY2009
Earnings per Share (cents)					
<i>Before the Warrants Issue</i>					
- Basic	8.41	9.16	17.81	3.25	6.83
- Diluted	n.a	n.a	16.71	n.a	6.17
<i>As adjusted for the Warrants Issue based on 176,245,000 Warrants ⁽¹⁾</i>					
- Basic	2.22	2.51	8.91	1.08	3.41
- Diluted	n.a	n.a	8.78	n.a	3.42
<i>As adjusted for the Warrants Issue based on 209,858,445 Warrants ⁽²⁾</i>					
- Basic	1.94	2.21	7.48	0.96	2.87
- Diluted	n.a	n.a	n.a	n.a	n.a

Source: Annual reports of the Company for FY2007 and FY2008 and unaudited financial statements and dividend announcement for HY2009

Notes:-

- (1) The basic and diluted earnings per Share as adjusted for the Warrants Issue was computed based on the weighted average number of Shares in issue during FY2006, FY2007, FY2008 and HY2008 and assuming that (i) the maximum of 176,245,000 Warrants are subscribed for; (ii) none of the outstanding Convertible Notes are converted into Shares; (iii) the Warrants Issue was completed and all the Warrants exercised at the beginning of each of the respective financial years; (iv) do not take into account the effects of the use of proceeds from the Warrants Issue and from the exercise of the Warrants on the earnings of the Group; and (v) on the basis that no adjustment has been made for any change in the weighted average number of Shares in issue during the respective financial years.
- (2) The basic and diluted earnings per Share as adjusted for the Warrants Issue was computed based on the weighted average number of Shares in issue during FY2006, FY2007, FY2008 and HY2008 and assuming that (i) the maximum of 209,858,445 Warrants are subscribed for; (ii) all the outstanding Convertible Notes are converted into Shares; (iii) the Warrants Issue was completed and all the Warrants exercised at the beginning of each of the respective financial years; (iv) do not take into account the effects of the use of proceeds from the Warrants Issue and from the exercise of the Warrants on the earnings of the Group; and (v) on the basis that no adjustment has been made for any change in the weighted average number of Shares in issue during the respective financial years.
- (3) n.a. denotes not applicable.

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.

FY2007 vs FY2006

Revenue

Revenue increased by approximately S\$15.3 million or approximately 13.0% from approximately S\$117.9 million in FY2006 to approximately S\$133.3 million in FY2007. The increase in revenue was due to higher contributions from the construction business as well as the sale of completed properties held for sale amounting to approximately S\$15.3 million.

Profit from operations

Total cost of construction (including cost of sales of completed properties) increased by approximately S\$13.0 million or approximately 12.1% from approximately S\$107.2 million in FY2006 to approximately S\$120.2 million in FY2007, reflecting the Group's growth in construction business.

Other income increased by approximately S\$1.9 million or approximately 82.6% from approximately S\$2.3 million in FY2006 to approximately S\$4.2 million in FY2007, mainly due to the gain on fair value adjustment of investment properties in FY2007 of approximately S\$2.5 million as compared to S\$0.1 million in FY2006.

Personnel expenses, depreciation expenses, finance costs and other operating expenses in total increased by approximately 22.3% or S\$1.7 million in FY2007 as the operations in construction business grew. Higher depreciation was due to the additional equipment purchases to support growth in construction business.

Share of results of an associate and a joint venture

Share of associate decreased by approximately S\$1.3 million or approximately 85.6% in FY2007 as the residential development project in the PRC undertaken by an associate company in the PRC had been completed and almost fully sold as at end of FY2006.

Net profit

As a result of the above, the Group made a net profit attributable to the Shareholders for the year of approximately S\$6.1 million in FY2007, an improvement from approximately S\$5.3 million in FY2006.

FY2008 vs FY2007

Revenue

Revenue increased by approximately S\$48.7 million or approximately 36.5% from approximately S\$133.3 million in FY2007 to approximately S\$182.0 million in FY2008 due to higher revenue contributions from the construction business in Singapore which was partially offset by the decrease in sale of completed properties held for sale.

Profit from operations

Total cost of construction (including cost of sales of completed properties) increased by approximately S\$42.9 million or approximately 35.7% from approximately S\$120.2 million in FY2007 to approximately S\$163.1 million in FY2008, mainly attributable to the growth in construction business in Singapore.

Other income increased by approximately S\$45.1 million or approximately 1,069.9% from approximately S\$4.2 million in FY2007 to approximately S\$49.3 million in FY2008 mainly attributable to the fair value gain of investment properties and embedded derivative relating to the issuance of the Convertible Notes of approximately S\$43.5 million and S\$4.1 million, respectively.

Depreciation expenses increased by approximately S\$0.4 million or approximately 94.9% from approximately S\$0.4 million in FY2007 to approximately S\$0.8 million in FY2008 as a consequence of the addition of property, plant and equipment due to the Group's growth in the construction business.

Finance costs increased by approximately S\$1.8 million or approximately 108.7% from approximately S\$1.7 million in FY2007 to approximately S\$3.5 million in FY2008 reflecting the full year impact of the imputed interest expense on the Convertible Notes which were issued in October 2007 amounting to approximately S\$1.2 million. In addition, interest expenses increased by approximately S\$0.6 million from approximately S\$1.7 million in FY2007 to approximately S\$2.3 million in FY2008.

Share of results of an associate and a joint venture

Share of results of an associate decreased by approximately S\$0.7 million or approximately 317.3% from approximately S\$0.2 million profit in FY2007 to approximately S\$0.5 million loss in FY2008 mainly attributable to the expenses incurred by the associate company for sourcing potential new projects to replace the residential development project in the PRC that had been completed and almost fully sold.

Net profit

As a result of the above, the Group made a net profit attributable to the Shareholders for the year of approximately S\$31.4 million in FY2008, an improvement from approximately S\$6.1 million in FY2007.

HY2009 vs HY2008

Revenue

Revenue increased by approximately S\$99.8 million or approximately 125.3% from approximately S\$79.7 million in HY2008 to approximately S\$179.5 million in HY2009. The significant increase in revenue was mainly due to the strong contribution from construction business in Singapore.

Profit from operations

Cost of construction increased by approximately S\$89.4 million or approximately 124.3% from approximately S\$72.0 million in HY2008 to approximately S\$161.4 million in HY2009, mainly attributable to the growth in construction business in Singapore.

Other income increased by approximately S\$4.8 million or approximately 450.5% from approximately S\$1.1 million in HY2008 to approximately S\$5.9 million in HY2009 mainly attributable to the fair value gain of the embedded derivative relating to the issuance of the Convertible Notes of approximately S\$4.0 million and S\$1.2 million of the interest income charged to a joint venture.

Finance costs increased by approximately S\$1.7 million or approximately 188.4% from approximately S\$0.9 million in HY2008 to approximately S\$2.6 million in HY2009 reflecting mainly the imputed interest expense on the Convertible Notes of approximately S\$1.4 million.

Net profit

As a result of the above, the Group made a net profit attributable to the Shareholders for HY2009 of approximately S\$12.0 million in HY2009, an improvement from approximately S\$2.9 million in HY2008.

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.**
-

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 –
- number of shares after any adjustment to reflect the sale of new securities;
 - net assets or liabilities per share; and
 - net assets or liabilities per share after any adjustment to reflect the sale of new securities.

The balance sheet of the Group as at 31 March 2008 and 30 September 2008 is set out in the table below:-

(\$'000)	AUDITED FY2008	UNAUDITED HY2009
Non-current assets		
Property, plant and equipment	11,487	12,213
Investment in an associate	4,655	5,472
Investment in a joint venture	247	330
Investment properties	94,187	99,128
Properties held for development	15,607	–
Loan due from a joint venture	16,925	19,975
Loan due from an associate	–	6,685
Amount due from a minority shareholder of a subsidiary (non-trade)	2,172	2,306
Trade receivables	4,091	11,014
Club membership	59	57
Other investments – quoted equity shares	1	1
Structured deposits	1,767	1,820
	151,198	159,001
Current assets		
Consumable stock	3	–
Trade receivables	25,854	31,035
Other receivables and deposits	4,222	4,189
Prepayments	1,208	1,109
Amount due from a joint venture	2,000	1,278
Amount due from an associate	–	15
Construction work-in-progress in excess of progress billings	13,883	11,548
Fixed deposits	12,222	13,267
Cash and bank balances	18,361	52,377
	77,753	114,818
Current liabilities		
Trade payables	11,490	18,185
Other payables and accruals	39,042	52,568
Amount due to a director of a subsidiary	293	315
Finance lease obligations (current portion)	1,206	1,445
Provision for income tax	1,685	3,246
Progress billings in excess of construction work-in-progress	755	7,145
Bank term loans (current portion), secured	895	931
Bank overdrafts, secured	770	–
Bills payable to banks, secured	12,876	24,599
Convertible notes - embedded derivative component	5,400	1,450
	74,412	109,884
Net current assets/(liabilities)	3,341	4,934

(\$'000)	AUDITED FY2008	UNAUDITED HY2009
Non-current liabilities		
Other payables and accruals	10,256	130
Trade payables	2,891	7,680
Finance lease obligations (non-current portion)	4,146	3,997
Bank term loans (non-current portion), secured	14,912	13,317
Convertible notes - liability component	16,599	17,914
Deferred tax liabilities	12,910	13,685
	61,714	56,723
Net assets	92,825	107,212
Equity attributable to equity holders of the Company		
Share capital	21,956	21,956
Translation reserve	(511)	2,650
Accumulated profits	52,799	62,893
Other reserves	11	11
	74,255	87,510
Minority interests	18,570	19,702
Total equity	92,825	107,212

Net asset value (S\$'000)	74,255	87,510
Number of Shares ('000)	176,245	176,245
Net asset value per Share (cents)	42.13	49.65

<u>Assuming none of the Convertible Notes are converted</u>		
<i>Before the exercise of Warrants ⁽¹⁾</i>		
- Net asset value (S\$'000)	75,817	69,072
- Number of Shares ('000)	176,245	176,245
- Net asset value per Share (cents)	43.02	50.54
<i>After the exercise of Warrants ⁽²⁾</i>		
- Net asset value (S\$'000)	93,442	106,697
- Number of Shares ('000)	352,490	352,490
- Net asset value per Share (cents)	26.51	30.27

<u>Assuming S\$20 million of the Convertible Notes are converted</u>		
<i>Before the exercise of Warrants ⁽³⁾</i>		
- Net asset value (S\$'000)	93,753	104,900
- Number of Shares ('000)	209,858	209,858
- Net asset value per Share (cents)	44.67	49.99
<i>After the exercise of Warrants ⁽⁴⁾</i>		
- Net asset value (S\$'000)	114,739	125,886
- Number of Shares ('000)	419,717	419,717
- Net asset value per Share (cents)	27.34	29.99

Source: Annual report of the Company for FY2008 and unaudited financial statements and dividend announcement for HY2009

Notes:-

- (1) The net asset value per Share as adjusted for the Warrants Issue was computed based on the number of Shares in issue as at the end of FY2008 and HY2009 and assuming that (i) none of the Convertible Notes are converted into Shares; (ii) the maximum of 176,245,000 Warrants are subscribed for; and (iii) none of the Warrants are exercised at the end of FY2008 and HY2009.
- (2) The net asset value per Share as adjusted for the Warrants Issue was computed based on the number of Shares in issue as at the end of FY2008 and HY2009 and assuming that (i) none of the Convertible Notes are converted into Shares; (ii) the maximum of 176,245,000 Warrants are subscribed for; and (iii) all of the Warrants are exercised at the end of FY2008 and HY2009.
- (3) The net asset value per Share as adjusted for the Warrants Issue was computed based on the number of Shares in issue as at the end of FY2008 and HY2009 and assuming that (i) S\$20 million of the Convertible Notes are converted into Shares; (ii) the maximum of 209,858,000 Warrants are subscribed for; and (iii) none of the Warrants are exercised at the end of FY2008 and HY2009.
- (4) The net asset value per Share as adjusted for the Warrants Issue was computed based on the number of Shares in issue as at the end of FY2008 and HY2009 and assuming that (i) S\$20 million of the Convertible Notes are converted into Shares; (ii) the maximum of 209,858,000 Warrants are subscribed for; and (iii) all of the Warrants are exercised at the end of FY2008 and HY2009.

Liquidity and Capital Resources

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

The consolidated cash flow statements for the Group for FY2008 and HY2009 are as follows:-

(\$'000)	Audited FY2008	Unaudited HY2009
Net cash generated from operating activities	9,548	36,682
Net cash generated from / (used in) investing activities	(33,148)	5,121
Net cash generated from / (used in) financing activities	29,176	(9,864)
Net increase / in cash and cash equivalents	5,576	31,939
Effect of exchange rate changes on cash and cash equivalents	–	2
Cash and cash equivalents at beginning of financial year/period	16,577	22,153
Cash and cash equivalents at end of financial year/period	22,153	54,094

FY2008

Net cash generated from operating activities in FY2008 was approximately S\$9.5 million which comprised cash generated from operating activities before working capital changes of approximately S\$11.6 million, interest income of approximately S\$0.4 million, offset by cash outflow arising from net working capital outflow of approximately S\$1.3 million and income tax paid of approximately S\$1.1 million.

Net cash used in investing activities in FY2008 was approximately S\$33.1 million mainly attributable to the acquisition of property, plant and equipment and properties held for development of approximately S\$16.8 million and an additional investment in a joint venture of approximately S\$18.9 million for a loan injected to finance a residential project in Singapore. These cash outflows were partially offset by proceeds received from sale of property, plant and equipment and investment property of approximately S\$2.9 million.

Net cash generated from financing activities in FY2008 was approximately S\$29.2 million. This was mainly due to cash inflows arising from the issue of the Convertible Notes of approximately S\$23.7 million (net of issuance costs), an increase in bank loans of approximately S\$15.8 million, an increase in bills payables of approximately S\$3.3 million to finance the growth of the construction business and an increase in long term payables of approximately S\$10.1 million for accruals payable to subcontractors of construction projects for more than 12 months. These were offset by the repayment of bank loans, finance lease obligations and interest paid of approximately S\$18.2 million, dividends paid of approximately S\$2.2 million and an increase in pledged deposits of approximately S\$3.3 million.

The operating, investing and financing activities of the Group led to a net increase of cash and cash equivalents of approximately S\$5.6 million in FY2008.

HY2009

Net cash generated from operating activities in HY2009 was approximately S\$36.7 million which comprised cash generated from operating activities before working capital changes of approximately S\$12.9 million, net working capital inflow of approximately S\$25.0 million and interest income of approximately S\$0.1 million, offset by cash outflows arising from net tax paid of approximately S\$0.6 million and exchange difference of approximately S\$0.7 million. The net working capital inflow was the result of cash inflows from an increase in net work-in-progress of approximately S\$8.7 million due to an increase in construction work done which had not been certified and billed and an increase in trade and other payables of approximately S\$20.2 million due to an increase in accruals required for the estimated work done by subcontractors of the construction projects not submitted for certification as a result of increased construction activities, offset by cash outflows arising from a decrease in trade and other receivables, deposits and prepayments of approximately S\$4.0 million.

Net cash generated from investing activities in HY2009 was approximately S\$5.1 million. The cash inflows from investing activities were attributable to the decrease in the amount due from an associate of approximately S\$8.9 million, being the amount reimbursed by an associate company for a property held for development which the Group had paid approximately S\$15.6 million as at FY2008 on behalf of such associated company. Such cash inflows were partially offset by the purchases of property, plant and equipment of approximately S\$0.7 million, an increase in the amount due from a joint venture company of approximately S\$2.3 million and other investments of approximately S\$0.8 million.

Net cash used in financing activities in HY2009 was approximately S\$9.9 million mainly arising from the repayment of bank loans, finance lease obligations and interest paid of approximately S\$3.4 million, dividends paid of approximately S\$1.9 million and an increase in pledged deposits of approximately S\$3.9 million. In addition, the Group also recorded cash outflows arising from an increase in long term trade receivables of approximately S\$6.9 million mainly from retention sums withheld by customers and work done for construction projects uncertified for billings as such trade receivables would only be certified for billings 12 months later. Further outflows of approximately S\$5.5 million were attributable to the decrease in long term trade payables for retention sum withheld from subcontractors and work done by subcontractors, such payables would become due and payable within 12 months and reclassified as current payables. These cash outflows were partially offset by an increase in bills payables of approximately S\$11.7 million.

The operating, investing and financing activities of the Group led to a net increase of cash and cash equivalents of approximately S\$31.9 million in HY2009.

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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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In the reasonable opinion of the Directors, after taking into consideration the Group's internal sources of funds, the Group's present banking and credit facilities and the resources available to the Group, the working capital available to the Group as at the date of this Offer Information Statement is sufficient to meet its present requirements.

8. **If the relevant entity or any other entity in the group is in breach of any of the terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect the relevant entity's financial position and results or business operations, or the investments by holders of securities in the relevant entity, provide –**
- (a) **a statement of that fact;**
 - (b) **details of the credit arrangement or bank loan; and**
 - (c) **any action taken or to be taken by the relevant entity or other entity in the group, as the case may be, to rectify the situation (including the status of any restructuring negotiations or agreement, if applicable).**
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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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BUSINESS AND FINANCIAL PROSPECTS OF THE GROUP

Save as disclosed below and in this Offer Information Statement, the latest audited financial statements for FY2008 and the latest unaudited financial statements for HY2009 and in the announcements released by the Company, and barring any unforeseen circumstances, the Directors are not aware of any known trends, uncertainties, demands, commitments or events of the current financial year, being FY2009, that are reasonably likely to have a material effect on net sales or revenues, profitability, liquidity or capital resources, or that would cause financial information disclosed in this Offer Information Statement to be not necessarily indicative of the future operating results or financial condition of the current financial year. In respect of the performance of the Group for the current financial year and save as disclosed, the Directors are not aware of any factor relating to the business and financial prospects of the Group and/or trends that will have a material effect on the financial condition and operating results.

Trend information which is reasonably likely to have a material effect on net sales or revenues for the future financial years

The Group derives much of its revenue from its construction business in Singapore and in June 2006, the Group entered the construction industry in Malaysia. The Group is exposed to, *inter alia*, the cyclical fluctuations of the economies in Singapore and Malaysia. The Group's construction business in Singapore and Malaysia is dependent on the health of the property markets in Singapore and Malaysia which in turn are dependent on the general health of the Singapore and Malaysian economies respectively.

The total value of construction contracts awarded in Singapore in 2008 was estimated to be a record high of approximately S\$34.6 billion according to the BCA in its paper titled "Singapore Construction Prospects 2009" published online on its website on 14 January 2009. However, as at the Latest Practicable Date, the United States of America, Japan and many other major economies throughout the world are facing economic downturns or even recessions, and Singapore is similarly facing an economic downturn. During the economic downturn, financial institutions have become more prudent in lending and may be reducing loan amounts or increasing collaterals. The BCA in its paper titled "Singapore Construction Prospects 2009" published online on its website on 14 January 2009 has also predicted that the construction sector in Singapore will be negatively affected in 2009. The BCA projects that private sector construction demand in Singapore is likely to soften in 2009 and the total construction demand in 2009 in Singapore is likely to moderate and reach between S\$22 billion to S\$28 billion. BCA also estimates that the average annual construction demand in Singapore will be between S\$20 billion and S\$27 billion in 2010 and 2011. In view of the above, the Board believes that the outlook of the construction industry in Singapore may remain uncertain in the future financial years and there may be deferments or suspensions of some of the Group's projects. Similarly, Malaysia is concurrently facing an economic downturn and the Board believes that the construction industry in Malaysia is likely to be negatively affected. The Board believes that the future financial years during the economic downturn will be challenging for the Company.

The construction order book of the Group as at the Latest Practicable Date which covers the construction period up to approximately December 2010 exceeds S\$420 million in value. Nevertheless, the future construction revenue and profit of the Group may be adversely affected by the decreasing construction demand and uncertain future economic outlook.

The residential property market demand is also expected to continue to remain weak due to the current economic downturn. While the Group's profits for FY2009 are not materially affected by the weak residential property market demand, there may be decreasing profits in the future financial years for the Group's investments on development properties. This may adversely affect the Group's total profits for the future financial years.

RISKS FACTORS

To the best of the Directors' knowledge and belief, the risk factors that are material to Shareholders and prospective investors in making an informed judgment on the matters relating to the Warrants Issue are set out below. The Group may 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 conditions or results of operations of the Company and the Group could be materially and adversely affected. In such cases, the trading price of the Shares could decline and a prospective investor may lose all or part of his investment in the Shares.

Shareholders and prospective investors should carefully consider and evaluate the following considerations and all other information contained in this Offer Information Statement before deciding to invest in the Warrants Issue. To the best of the Directors' knowledge and belief, the risk factors which are specific to the Group and that are material to Shareholders in making an informed judgment on the Group are set out below.

Risks relating to the Group's businesses

(a) ***The Group's property development units may be illiquid and such illiquidity will limit the Group's ability to realize cash from unsold units on short notice***

Units in property development projects may become relatively illiquid and such illiquidity will limit the Group's ability to realise cash from unsold units on short notice. In the event that the property units in the Group's property development project remain unsold or if it has to reduce the selling prices of the property units in order to sell them, this may have an adverse effect on the Group's cash flow, financial performance and financial condition. In the event of illiquidity of the Group's property development units, the Group may have to lease the unsold units to tenants pending the sale of such units. There is however no assurance that the Group can lease such unsold units and that the rental yield of the leased units will be higher than the effective interest rate of the term loans, if any, taken up by the Group to finance the developments. In the event that the rental yield of the leased units is lower than the effective interest rate of such term loans, if any, this could adversely affect the Group's cashflow, profitability and financial performance.

(b) ***The Group's actual selling prices that may be achieved from future sales of its unsold property development units may materially differ from its valuation***

Unanticipated changes in relation to the Group's unsold property development units, changes in general or local economic or regulatory conditions or other relevant factors could affect the valuations in respect of such units and the returns that the Group can realise from the sale of unsold units. The actual selling prices that may be achieved by the Group from future sales of unsold units may materially differ from the value attributed to them in the valuation reports.

Based on the accounting policies of the Group, unsold property development units which are classified as "investment properties" in the Company's financial statements are initially recorded at cost. Subsequent to recognition, investment properties are measured at fair value and gains or losses arising from changes in the fair values of investment properties are included in the income statement in the period in which they arise. In the event that the fair values of the investment properties are substantially lower than the carrying values, there will be substantial losses to be recognised in the income statement in the period when the fair values are measured.

(c) ***The Group has no board control and has limited voting power in its associated companies***

The Group does not have any board control in respect of its associated company, Beijing Jin Hua Tong Da Real Estate Development Co., Ltd. (北京津华通达房地产开发有限公司). In addition, as the Group only has an effective interest of 26.2% in Beijing Jin Hua Tong Da Real Estate Development Co., Ltd. (北京津华通达房地产开发有限公司) as at the Latest Practicable Date, its voting power in Beijing Jin Hua Tong Da Real Estate Development Co., Ltd. (北京津华通达房地产开发有限公司) is restricted and therefore, to a certain extent, the Group is subject to the wishes of the other joint venture partner who hold the majority stake and are not able to exercise any control over decisions to be made by the board of directors or shareholders.

The Group also does not have any board control in respect of its associated company, Phileap Pte. Ltd., which is a joint venture company established by KSHR, Koh Brothers Development Pte Ltd, Heeton Homes Pte Ltd and Lian Beng Realty Pte Ltd. As at the Latest Practicable Date, the Group has an effective interest of 25.0% in Phileap Pte. Ltd. and therefore, its voting power in Phileap Pte. Ltd. is restricted and to a certain extent, the Group is subject to the wishes of its three other joint venture partners who hold the majority stake. As such it is not able to exercise any control over decisions to be made by the board of directors or shareholders of Phileap Pte. Ltd. or the different areas of work undertaken by each joint venture partner in respect of a property development project. Further, as Phileap Pte. Ltd. is a property development company, its business is subject to the cyclical nature of the property industry.

- (d) *The Group's financial performance of its construction business is subject to the continuity of its order book for new projects*

As the Group's construction business is undertaken on a project basis and such projects are non-recurring, it is critical that the Group must be able to continuously and consistently secure new projects of similar value and volume. There is no assurance that it will be able to do so. In the event that the Group is not able to continually and consistently secure new projects, this would have an adverse impact on its financial performance. In addition, there may be a lapse of time between the completion of the Group's projects and the commencement of subsequent projects. As such, the Group's earnings and financial performance during such periods may be adversely affected.

The order book of the Group as at the Latest Practicable Date covers the construction period up to approximately December 2010 and exceeds S\$420 million in value. However, in view of the current economic downturn, the future construction revenue and profits of the Group may be adversely affected by the decreasing construction demand and uncertain future economic outlook.

- (e) *The Group is subject to cost overruns which will adversely affect the financial performance of its construction business*

In preparation for tenders for construction projects, the Group will carry out internal costing and budgeting estimates of labour and material costs which are based on the quotations given by its suppliers and sub-contractors, as well as its own estimate of costs. Thereafter, the contract value quoted in the tender submission to the developer for a construction project is determined after having evaluated all related costs including the indicative pricing of its suppliers and sub-contractors. However, owing to unforeseen circumstances such as adverse weather conditions, unanticipated construction constraints at the worksite which may arise during the course of construction, or fluctuations in the costs of labour, raw materials, equipment, rental and sub-contracting services, costs not previously factored into the contract value may be incurred. As the Group's contracts with the developers typically do not allow for any adjustments to the contract value consequent to the occurrence of such circumstances, such costs which are not previously factored into the contract value will lead to cost overruns and would have to be absorbed by the Group. Under such circumstances, the Group's profit margin for the project will be reduced or eroded and accordingly, its profitability and financial performance will be adversely affected.

- (f) *The Group's earnings from its construction business may be affected by fluctuations in raw material prices*

The Group's raw materials include mainly ready mixed concrete, steel, sand and cement. The prices of these raw materials may fluctuate due to changes in the supply and demand conditions in respect of these materials. The Group does not have a long term supply contract with any of its suppliers. Any sudden shortage of supply or reduction of allocation of raw materials to the Group from its suppliers for any reason may adversely affect its operations or result in them having to pay a higher cost for these raw materials. Furthermore, a typical construction project generally spans a period of between one and two years. As a result, the Group's costs may increase beyond its initial projections and this may result in a reduction in its previously estimated profit margins or may cause the Group to incur a loss. In the event of any significant increase in the costs of such raw materials and the Group is unable to pass on such increase in costs to its customers on a timely basis or find a cheaper source of supply, the Group's results of operations and financial performance will be adversely affected.

- (g) *The Group is dependent on the construction industry in Singapore and Malaysia, which is in turn dependent on the health of the local property market and general economy*

The Group derives much of its revenue from its construction business in Singapore and in June 2006, the Group entered the construction industry in Malaysia. The Group is exposed to, *inter alia*, the cyclical fluctuations of the economies in Singapore and Malaysia. The Group's construction business in Singapore and Malaysia is dependent on the health of the property markets in Singapore and Malaysia which in turn are dependent on the general health of the Singapore and Malaysian economies.

As at the Latest Practicable Date, the United States of America, Japan and many other major economies throughout the world are facing economic downturns or even recessions, and Singapore is similarly facing an economic downturn. During the economic downturn, financial institutions have become more prudent in lending and may be reducing loan amounts or increasing collaterals. The BCA in its paper titled "Singapore Construction Prospects 2009" published online on its website on 14 January 2009 has also predicted that the construction sector in Singapore will be negatively affected in 2009. The BCA projects that private sector construction demand in Singapore is likely to soften in 2009 and the total construction demand in 2009 in Singapore is likely to moderate and reach between S\$22 billion to S\$28 billion. BCA also estimates that the average annual construction demand in Singapore will be between S\$20 billion and S\$27 billion in 2010 and 2011. In view of the above, the Board believes that the outlook of the construction industry in Singapore may remain uncertain in the future financial years and there may be deferments or suspensions of some of the Group's projects. Similarly, Malaysia is concurrently facing an economic downturn and the Board believes that the construction industry in Malaysia is likely to be negatively affected. The Board believes that the future financial years during the economic downturn will be challenging for the Company.

A downturn in the Singapore and Malaysian economies will dampen general sentiments in the property markets in Singapore and Malaysia respectively and reduce construction demand, which will invariably have a material adverse effect on the Group's business and financial performance.

- (h) *The Group's business operations and financial performance may be adversely affected by changes in government legislation, regulations and policies which affect the construction industry or property market in Singapore and Malaysia*

As the Group derives much of its revenue from its construction business in Singapore and has also entered the construction industry in Malaysia, any changes in government legislation, regulations or policies affecting the construction industry or the property markets in Singapore and Malaysia could adversely affect the Group's business operations and/or have a negative effect on the demand for its construction services. The compliance with such new government legislation, regulations or policies may also increase its costs and any significant increase in compliance costs arising from such new government legislation, regulations or policies may adversely affect its results of operations. There is no assurance that any changes in government legislation, regulations and policies will not have an adverse effect on the Group's financial performance.

For instance, the Group is subject to the provisions of a legislation, the Building and Construction Industry Security of Payment Act, Chapter 30B, of Singapore (the "BCISPA") which came into effect on 1 April 2005. With the introduction of the BCISPA, the Group is exposed to greater liability as its liability as main contractor to pay monies owing to its sub-contractors is no longer contingent or conditional on payment of the whole or part of such monies to the Group by its customers. Further, the Group's sub-contractors, suppliers and service providers are now entitled to submit their payment claims against the Group for

adjudication. As such, the Group may be liable to pay its sub-contractors, suppliers and service providers even when it is not paid at all by its customers. As the BCISPA also confers a right on these sub-contractors, suppliers and service providers to suspend work or exercise a lien over unfixed materials which have been supplied if they are not paid after adjudication, this could have an adverse impact on the Group's operations. Such provisions would generally expose the Group to greater liability, which could adversely affect its results of operations and financial performance.

Techpath is currently registered with the Construction Industry Development Board of Malaysia ("CIDB") with a G7 grading, which enables eligible companies to tender for construction projects of unlimited contract value in Malaysia. Any change in the Malaysian laws and/or regulations in relation to the G7 grading may adversely affect Techpath's business operations and financial performance. In addition, any failure to comply with any foreign investment guidelines in Malaysia may adversely affect the Group's results of operations and financial performance.

(i) *The Group's business and financial performance may be affected by the loss of its BCA A1 grading*

KSHEC is currently registered with the BCA with a BCA grading of A1 under the category CW01 for general building. Such A1 grading is currently the highest grade for contractors' registration in such category and enables KSHEC to tender for projects of unlimited value. To maintain KSHEC's existing A1 grading, there are certain requirements to be complied with, including but not limited to the following:-

- To secure, over a three-year period, projects with an aggregate contract value of at least S\$150 million, of which, *inter alia*, S\$75 million worth of the projects executed must be projects executed in Singapore;
- To have a minimum paid-up share capital and a minimum net worth of S\$15 million; and
- To employ at least 24 professional and technical personnel with approved qualifications. At least one third of the number of the professional and technical personnel must possess the approved qualifications from universities recognised by the Professional Engineers Board of Singapore, the Board of Architects of Singapore or the BCA. The approved qualifications refer to (a) professional qualifications with a recognised degree in Architecture, Building, Civil/Structural Engineering or the equivalent and (b) technical qualifications in any of the following: (i) a recognised polytechnic diploma in Architecture, Building and Civil/Structural Engineering; (ii) a National Certificate in Construction Supervision (NCCS); (iii) an Advance National Building Qualification (NBQ)/Specialist Diploma in Mechanical and Electrical Coordination; or (iv) other equivalent qualifications approved by the BCA.

The Group could therefore lose its A1 grading if, as a result of a downturn in the construction industry or for any other reason, it is unable to comply with any of the requirements imposed by the BCA in respect thereof, for instance, (i) if the aggregate contract value of projects that the Group secure through KSHEC over the latest three years is less than the stipulated minimum of S\$150 million of which, *inter alia*, at least S\$75 million is to be executed in Singapore or (ii) if KSHEC's net worth falls below S\$15 million or (iii) if KSHEC fails to employ at least 24 professional and technical personnel with the approved qualifications. Alternatively, the Group could also lose its A1 grading if, as a result of substantial losses incurred or a restructuring exercise undertaken involving a capital reduction, the paid-up share capital or net worth of KSHEC falls below the minimum of S\$15 million.

There is no assurance that the Group can maintain its A1 grading. In the event that the Group cannot maintain its A1 grading because it fail to comply with any of the requirements laid down by the BCA in respect thereof or for any other reason, the Group's BCA registration status would accordingly be downgraded. This would not only adversely affect its market reputation but would also imply that the Group would lose its ability to tender for projects of an unlimited contract value, thereby reducing its tendering capacity drastically. In the event that the Group's BCA grading is downgraded, its business and financial performance is likely to be adversely affected.

(j) *The Group is dependent on certain key personnel for its continued success*

The Group's success to date is attributable to the contributions and expertise of its Executive Directors and executive officers who have built the business of the Group under the guidance and leadership of its Executive Chairman and Managing Director, Mr Choo Chee Onn, and its other Executive Directors, Mr Tok Cheng Hoe, Mr Lim Kee Seng and Mr Kwok Ngat Khaw. The Group's continued success and growth will depend, to a large extent, on its ability to retain the services of its Executive Directors and executive officers. The loss of the services of its Executive Chairman and Managing Director or any of the other Executive Directors and the executive officers without suitable and timely replacement, or the inability to attract and retain other qualified personnel, would have an adverse effect on the Group's operations and financial performance.

(k) *The Group's operations and financial performance will be adversely affected by any shortage in the supply of foreign workers or increase in levy for foreign workers, or any restriction on the number of foreign workers that the Group can employ for a project*

The construction industry is highly labour intensive. As the pool of local workers employed in the construction industry in Singapore is scarce and the cost of local labour is high, the Group and its subcontractors have to rely heavily on foreign labour for all its construction projects. Most of the Group's construction workers are foreign workers who come mainly from India, Bangladesh and the PRC, and who are subject to foreign workers' levy. On this basis, the Group's operations and financial performance are vulnerable to any shortage in the supply of foreign workers and any increase in the cost of foreign labour. Any changes in the policies of the foreign workers' countries of origin may affect the supply of foreign labour and cause disruptions to the Group's operations which may result in a delay in the completion of its projects. The supply of foreign labour and the number of foreign workers that the Group and its sub-contractors are allowed to employ are further subject to the policies and regulations imposed by the Ministry of Manpower ("MOM"). For example, the MOM imposes a quota on the number of foreign workers that the Group and its sub-contractors can employ in respect of each of its construction projects. Depending on the requirements of its projects, such quota on the number of foreign workers could affect the Group's operations and accordingly its business and financial performance could be adversely affected. If the foreign workers' levy were to increase, the Group's construction costs will increase correspondingly and such additional costs will affect the profitability of the Group. In addition, if there are any changes in the foreign labour policies imposed by the MOM which result in restrictions on the supply of foreign labour, the Group may have to seek alternative and more costly sources of labour for its projects. In such event, the Group's overall construction costs will increase and its financial performance may be materially and adversely affected.

(l) *The Group is reliant on external financing*

The Group relies mainly on trust receipts, bank loans and bank overdrafts to finance its operations. In addition, the Group relies on long-term banking facilities to finance the acquisition of its properties in Singapore. During the current economic downturn, banks and other financial institutions have become more prudent in lending and may reduce the loan amounts offered or demand more security for the loans offered. If all or a substantial portion of the Group's banking facilities are withdrawn, the working capital required to finance its operations will be adversely affected. The majority of these facilities have variable interest rates and accordingly, any increase in such interest rates will have an adverse effect on the Group's profitability and financial performance.

The Group may also obtain additional debt financing to fund its activities in the future. Additional debt financing may restrict the Group's freedom to operate its business as it may have conditions that (i) increase its vulnerability to general adverse economic and industry conditions, (ii) limit its ability to pay dividends or require the Group to seek consents for the payment of dividends, (iii) require the Group to dedicate a portion of its cash flow from operations to payments of its debts, which would consequently reduce the availability of its cash flow to fund capital expenditures, working capital requirements and other general corporate purposes, and (iv) limit the Group's flexibility in planning for, or reacting to, changes in its business and its industry.

The Group cannot assure that additional financing will be available when needed or that, if available, such financing will be obtained on terms that are acceptable to the Group or at interest rates which are as favourable as those previously obtained. In the event that the Group is unable to obtain acceptable financing, it may not be able to undertake certain new projects and its business, financial condition and results of operations may be adversely affected.

(m) The Group is dependent on the services of its sub-contractors

The Group engages sub-contractors to provide various services for its construction projects, including piling and foundation works, engineering, landscaping, installation of air-conditioning units and elevators, mechanical and electrical installation, utilities installation, interior decoration and any other specialist work. These sub-contractors are selected based on, among other things, the Group's past working experience with them, their competitiveness in terms of their pricing and their past performance. The Group cannot assure that the services rendered by these sub-contractors will be satisfactory or that they will meet the Group's requirements for quality. In the event of any loss or damage which arises from the default of the subcontractors engaged by the Group, the Group, being the main contractor, will nevertheless be liable for its subcontractors' default. Furthermore, these sub-contractors may experience financial or other difficulties that may affect their ability to carry out the work for which they were contracted, thus delaying the completion of or failing to complete its construction projects or resulting in additional costs for the Group. Any of these factors could have a material adverse effect on the Group's business, financial condition and results of operations.

(n) The Group is liable for delays in the completion of projects, and any liquidated damages and additional overheads arising from such delays could adversely affect the Group's financial performance

The construction contract between a developer and its main contractor would normally include a provision for the payment of liquidated damages by the latter to the former in the event the project is completed after the stipulated date of completion stated in the contract. Delays in the completion of a project could occur from time to time due to several factors including but not limited to adverse weather conditions, shortages of labour, equipment and construction materials, the occurrence of natural disasters, labour disputes, disputes with suppliers and sub-contractors, industrial accidents, work stoppages arising from accidents or mishaps at the worksite or delays in the delivery of building materials by the suppliers. In the event of any delay in the completion of the project, the Group could be liable to pay liquidated damages under the construction contract and incur additional overheads, and this will adversely affect its earnings and erode its profit margin for the project. In such event, the Group's financial performance and financial condition would be adversely affected. There is no assurance that there will not be any delays in the existing and future construction projects which the Group undertakes resulting in the payment of liquidated damages and additional overheads which could have a material impact on its financial performance and financial condition.

(o) *The Group's ability to secure its projects depends on its ability to secure performance bonds*

As all of the Group's construction projects require a performance bond to be furnished by a bank or an acceptable financial institution to guarantee its contractual performance in the project, the Group's ability to secure such performance bond is very crucial as it would determine its ability to secure such projects. In the event that the Group is unable to secure the requisite performance bonds for any reason, it may be unable to secure such projects and this would materially and adversely affect its revenue and profitability.

(p) *The Group may be affected by accidents at its construction sites and factories*

Due to the nature of the Group's construction business, accidents or mishaps may occur at the construction sites for its projects or at its factories even though the Group have put in place certain safety measures. Such accidents or mishaps may severely disrupt its operations and lead to a delay in the completion of a project, and in the event of such delay, the Group could be liable to pay liquidated damages under the construction contract with the developer. In such an event, the Group's business, results of operations and financial performance may be materially and adversely affected. Further, such accidents or mishaps may subject the Group to claims from workers or other persons involved in such accidents or mishaps for damages suffered by them, and any significant claims which are not covered by its insurance policies may materially and adversely affect its results of operations and financial performance. In addition, any accidents or mishaps resulting in significant damage to the Group's factories, machinery or equipment may also have a significant adverse effect on its business, financial condition and results of operations.

Furthermore, under the Debarment Scheme for contractors with bad safety record introduced by the MOM, if the Group is found to have violated safety requirements at its worksites, it will be given demerit points. In the event that KSHEC accumulates more demerit points within a period of time than is allowed under the regulations, it will be debarred from employing new Non Traditional Source (NTS) foreign workers and from renewing the work permits of its existing NTS foreign workers. In addition, in the event that the Group's worksites contravene the requisite safety standards imposed by the regulatory authorities, the Group could be issued stop-work orders. The issuance of such stop-work orders may severely disrupt the Group's operations and lead to a delay in the completion of a project. These circumstances would not only generate negative publicity and adversely affect the Group's market reputation but would also have a material adverse impact on its business, results of operations and financial performance.

(q) *The Group faces competition from existing and new industry players*

The construction industry is highly competitive and such competition may increase in the near future due to the entry of new players in the construction industry. In the event that the Group's competitors are able to provide comparable construction services at lower prices or respond to changes in market conditions more swiftly or effectively than the Group, its business, results of operations and financial performance will be adversely affected. There is no assurance that the Group will be able to compete effectively with its existing and future competitors and adapt quickly to changing market conditions and trends. Any failure by the Group to remain competitive will adversely affect the demand for its business, its results of operations and financial performance.

- (r) *The Group is liable for any defect or failure in the architectural or engineering design of the building for design and build projects which it undertake as main contractor, even though the fault may have laid with the consultants*

For design and build projects, a single contract is awarded by the developer to the main contractor who shall be responsible for the architectural and engineering designs and construction works of the entire project. For such projects, consultants such as architects and engineers will be engaged to work on such projects. In the event of any defect or failure in the architectural or engineering design of the building which arises from the default of the consultants and through no fault on the Group's part, the Group, being the main contractor, will, nevertheless, be liable to the developer under the contract.

Under the general terms of a typical design and build contract, even if the Group can demonstrate that it has exercised a reasonable degree of skill and care within its capacity as main contractor and, accordingly, is not negligent for the design defect or failure, the Group, as the main contractor, would nevertheless be liable to the developer if the construction works failed to achieve its intended purpose. There is no assurance that such liability will not arise in the future. If a developer were to succeed in obtaining a court judgment or an arbitration award against the Group for claims on the grounds of design defect or failure, such claims may have a material adverse effect on its financial performance and financial condition.

- (s) *The Group's financial performance may be adversely affected in the event of any disputes with its customers or sub-contractors*

Disputes may arise between the Group and its customers for various reasons, such as differences in the interpretation of acceptable quality standards of workmanship and materials used, disagreements over the value of work done and disputes over contract specifications. Consequently, it is an industry practice for its customers to withhold an agreed percentage of the contract sum, typically 5%, as retention monies to defray the costs of instituting any work of repair, reconstruction or rectification of any imperfection or other fault or defects which may surface or be identified only during the defects liability period of typically 12 months after the official hand-over of a construction project. The Group may therefore encounter difficulties in collecting the full sum or any part of the retention monies due and may run the risk of incurring additional costs to make good the repair, rectification or reconstruction works under dispute to the extent that its profit margin is eroded or losses are incurred for the construction project. In such event, the Group's results of operations and financial performance will be adversely affected.

Disputes may also arise from disagreements over the cost of variation orders requested by the Group's customers. This is because the variation orders are normally carried out, in accordance with industry practice, before the additional charges are agreed upon in order that the construction project may be completed on schedule. However, as the cost of variation orders is not determined beforehand, their basis of valuation may become a source of dispute after the construction project has been completed. In such event, the Group would be required to bear the costs of rejected variation orders, thereby adversely affecting its results of operations and financial performance.

In the course of the Group's construction business, disputes may also arise between the Group and its sub-contractors for various reasons including defective works, delays in the completion of a project and disputes over contract specifications and the final amount payable for work done on a project. It is not uncommon in connection with its construction business for claims to be made against the Group from time to time by its sub-contractors and customers arising from such disputes. In the event that any of such claims are successfully made against the Group, its results of operations and financial performance may be materially and adversely affected. Any legal proceedings relating to such claims may also have an adverse effect on the Group's market reputation.

Risks relating to the Group's property development business in the PRC

(a) The Group's business is dependent on the PRC property sector

The Group's property development business is dependent on the continuing growth of the PRC economy generally and the property sector in the PRC specifically. The property development market may be adversely affected by political, economic, regulatory, social or diplomatic developments in or affecting the PRC property sector generally. Changes in inflation, interest rates, taxation or other regulatory, economic, social or political factors affecting the cities where the Group's property developments are located or any adverse developments in the supply and demand or housing prices in the property sector, may have an adverse effect on its business. The Group's business is also subject to the cyclical nature of the property industry and as such, any downturn in the residential or commercial property development market in the PRC will materially and adversely affect its financial condition and results of operations.

(b) The Group is heavily dependent on its network of contacts in the PRC for suitable land sites

The Group works with PRC joint venture partners in its property development projects in the PRC. As these PRC joint venture partners have knowledge of suitable land sites in the PRC, the Group depends heavily on these PRC joint venture partners to identify and secure suitable land sites for its property development business. As such, it is crucial for the Group to establish and maintain good relationships with these PRC joint venture partners, so that it can tap their expertise and knowledge in identifying, sourcing for and securing suitable land sites for its property development business. In the event that there is any deterioration in the Group's relationships with these PRC joint venture partners, this could materially and adversely affect its business, results of operations and financial condition.

(c) The Group faces significant risks before it can realise any benefits from its property developments

The Group's primary business is the development of residential and commercial properties. Property developments typically require substantial capital outlay during the land use rights acquisition and construction phases and may take one or more years before positive cash flows may be generated through pre-completion sales or sales of a completed property development. Depending on the size of the development, the time span for completing a property development usually lasts for more than a year. Consequently, changes in 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. Factors that may affect the profitability of a project include the risk that the receipt of government approvals may take more time than expected, the failure to complete construction according to the original specifications, schedule or budget, and lacklustre sales or leasing of the properties. The sales and the value of a property development project may be adversely affected by a number of factors, including but not limited to the international, regional and local economic climate, local real estate conditions, perceptions of property buyers, businesses, retailers or shoppers in terms of the location and attractiveness of the property development, competition from other available properties, changes in market rates for comparable sales and increased business and operating costs. If any of the property development risks described above materialises, the Group's returns on investments may be lower than originally expected and its financial performance and financial condition will be materially and adversely affected.

(d) The Group's business and financial performance will be adversely affected if it is unable to identify and source for new land sites in the PRC for property development

The Group believes that in order to maintain and grow its property development business, it need to continue to identify and source for new land sites in the PRC which are suitable for property development. The Group does not generally accumulate a land bank but acquire its land sites as and when the capacity to undertake a property development project arises. In sourcing for such new land sites, the Group has to compete with other property developers

in the PRC. The Group cannot assure that it will be able to identify and acquire suitable land sites in the future at commercially acceptable prices, or at all. In the PRC, the supply of land use rights is controlled by government authorities and its ability to acquire land sites will be affected by government policies relating to land supply, development and pricing. In the event that the Group is unable to identify and secure suitable and sizeable plots of land in the PRC for property development, this could impair its ability to compete with other property developers and accordingly, its business and financial performance will be materially and adversely affected.

(e) *The Group has to bear the resettlement costs associated with its property developments*

When the Group obtains land use rights for its property development projects from the PRC government, a land premium is payable and resettlement costs are usually included in such land premium. When the Group purchases land use rights in respect of any land that is occupied, any delay or difficulty in the resettlement process may cause a delay in the delivery of the land use rights to the Group in whole or in part and may require an increase in the fees payable in connection with the resettlement process. In addition, there is no assurance that any change in the applicable laws and regulations will not substantially increase the amount of land premium and/or settlement costs and such increase could adversely affect the Group's results of operations and financial condition.

(f) *The Group may be adversely affected by PRC government policies, regulations and measures intended to discourage speculation in the PRC property market*

Any changes in government legislation, regulations or policies affecting the construction industry or the property market in the PRC including any measures to discourage speculation in the PRC property market could adversely affect the Group's business operations and/or have a negative effect on the demand for its construction services. The compliance with such government legislation, regulations or policies may also increase its costs and any significant increase in compliance costs arising from such government legislation, regulations or policies may adversely affect its results of operations. There is no assurance that any changes in government legislation, regulations and policies will not have an adverse effect on the Group's financial performance.

(g) *The Group operates in a competitive environment*

The property development market in the PRC is a highly competitive industry and the Group faces strong competition from the existing property developers in the PRC. As the PRC's property development market has relatively low barriers to entry, the Group is faced with increasing competition in its property development business with the entry of new players in the property development market in the PRC. The Group's main competitors are the local property developers in the PRC. To compete successfully, the Group would need to differentiate itself by developing and adopting more innovative property designs and more creative marketing strategies, and offer more competitive pricing to attract buyers for its property development projects. There is no assurance that the Group will continue to remain competitive. In the event that the Group unable to compete with its competitors effectively to market its property development projects, its business and results of operations will be adversely affected. Further, intense competition in the property development market may result in, among other things, increased cost of the acquisition of land use rights for development, oversupply of properties and an increase in construction costs. Such consequences may adversely affect the Group's business, results of operations and financial condition. As the property market in the PRC is rapidly changing, the Group's revenue, results of operations and financial condition will be adversely affected if it is unable to respond to changes in market conditions more swiftly or effectively than its competitors. Failure to secure buyers or a significant reduction in property prices would have a negative effect on the Group's revenue and profitability.

(h) *The Group is affected by uninsured loss to its property developments*

The Group maintains insurance policies against natural disasters such as thunder and lightning, typhoons, storms, floods, subsidence of ground, volcanic explosion, landslides, and accidents such as fire and explosion, and third party physical damage in respect of our property development projects. Certain types of losses, however, such as acts of God, acts of terrorism, war and civil disorder, strike, expropriation and pollution are generally very costly to insure and it may not be cost effective for the Group to obtain such insurance coverage for its property development projects. In addition, it may be difficult and may take time to recover the losses arising out of any damage to our property developments from the insurers. Further, the Group may not be able to recover the full amount of such losses from the insurers. In the event of any losses arising out of the damage to its property developments which are not covered by its insurance policies or should such damage be in excess of the amount for which the Group is insured, its results of operations and financial condition will be adversely affected.

(i) *The Group may be involved in legal and other proceedings arising out of its operations from time to time and may face significant liabilities as a result*

The Group may be involved in disputes with various parties involved in the development and the sale of its properties, including contractors, suppliers, construction workers, partners and purchasers. These disputes may lead to legal or other proceedings and may result in substantial costs and diversion of resources and management's attention. As its property development projects comprise of multiple phases, purchasers of its properties in earlier phases may file legal actions against the Group if its subsequent planning and development of the projects are perceived to be inconsistent with its representations and warranties made to such earlier purchasers. In addition, the Group may have disagreements with regulatory bodies in the course of its operations, which may subject it to administrative proceedings and unfavorable decrees that result in pecuniary liabilities and cause delays to its property developments. Judgments and decrees awarded that are unfavourable to the Group would have a negative effect on its reputation. Consequently, an affected reputation, the aforementioned pecuniary liabilities and possible delays would have a material adverse effect on the Group's financial performance.

(j) *The Group may guarantee the mortgage payments of the purchasers of its property units and consequently will be liable to the mortgagee banks if such purchasers default on their mortgage payments until the completion of its development properties*

The Group may enter into arrangements with various domestic banks in the PRC to provide loans and mortgage facilities to the purchasers of its property units. In line with consumer banking practices in the PRC, these banks may require the Group to provide guarantees in respect of these facilities offered to these purchasers if the relevant property ownership certificates for these units have not been received, and such Group guarantees may only be released and discharged after the relevant individual property ownership certificates and certificates of other interests in the property are issued and given to the mortgagee banks on behalf of the purchasers. During the period of guarantee, if a purchaser defaults on a loan, the Group would have to pay the entire outstanding principal amount of the loan, together with all accrued interest thereon, owing by the purchaser to the relevant mortgagee bank. In line with industry practice, the Group does not conduct independent credit checks on the purchasers of its property units but relies on the credit checks conducted by the mortgagee banks. In the event that the Group's guarantees are called upon due to substantial defaults on the loans during the period of the guarantee, the Group's financial condition and results of operations may be materially and adversely affected.

(k) *The Group is exposed to the risk of being unable to collect rent from its tenants*

Some of the Group's unsold property development units are leased to tenants pending the sale of such units. The Group may experience delays in the collection of rent or even non-payment of rent due to various reasons including but not limited to the bankruptcy or insolvency of a tenant, which would impede the Group's ability to collect rent. The Group may also not be able to collect rent from properties which are under renovation or repair where such renovation or repair causes the properties to be untenable or unfit for occupation. The inability to collect rent in such circumstances as aforesaid could adversely affect the Group's financial performance.

Risks relating to the Group

(a) *The Group may be affected by any changes in the general economic, regulatory, political and social conditions in the countries in which it has operations*

The Group currently has operations in Singapore, Malaysia and the PRC. As a result, its businesses and future growth are dependent on the economic, regulatory, political, and social conditions of these countries. Any unfavourable changes in the political, economic, regulatory and social conditions in these countries or in the government policies of these countries may have a negative impact on its operations which could materially and adversely affect its results of operations, financial performance and future growth.

(b) *The Group is susceptible to fluctuations in foreign exchange rates that could result in foreign exchange losses*

The Group's revenue is denominated in S\$, RM and RMB. To the extent that its sales and purchases are not made in the same currency, it may be exposed to significant fluctuations in exchange rates. The Group may also face foreign exchange risk if there are significant fluctuations in currency exchange rates between the time of its purchases and payment in foreign currencies and the time of sales and receipts in foreign currencies.

The Group is also subject to translation risks as its consolidated financial statements are denominated in S\$ while the financial statements of our foreign subsidiaries are prepared in RMB, RM and HK\$. For the purposes of consolidating the results of its foreign subsidiaries, the balance sheets of its foreign subsidiaries are translated from the respective currencies in which their financial statements are prepared based on the prevailing exchange rates on the balance sheet date. The income statements of the Group's foreign subsidiaries are translated using the average exchange rates for the relevant financial year or period. Any significant fluctuation of the S\$ against the respective foreign currencies may adversely affect the Group's results of operations. The Group presently do not have any formal policy for hedging against foreign exchange exposure.

(c) *Terrorist attacks and other acts of violence or wars may adversely affect the markets in which we operate and our profitability*

Since the occurrence of certain terrorist attacks in different areas of the world in recent years, there has been an escalation of a general fear of expansion of terrorist activities around the world, which could have an adverse effect on the world economy.

If there is a general fear of economic fall-out around the world due to terrorism and other acts of violence or wars, the economic outlook of the Group's markets may become uncertain and there is no assurance that such markets will not be affected by the worldwide economic downturn, or that recovery would appear in the near future. This could have a negative impact on the demand for the Group's goods and services and its sales, business, future growth and profitability may be adversely affected.

(d) *The Group may be affected by an outbreak of diseases*

An outbreak of infectious diseases such as severe acute respiratory syndrome (SARS) and bird flu in the countries in which the Group operate in may adversely affect its operations and financial performance. If an outbreak of such infectious diseases occurs in any of the countries in which the Group has operations in the future, consumer sentiment and spending could be affected and this may adversely affect its business and financial performance. The Group's staff and employees in these countries may also be affected by any outbreak of such infectious diseases and this may adversely affect its day-to-day operations, thereby adversely affecting its business and financial performance.

Risks relating to laws and regulations in the PRC and Malaysia

(a) *The Group may be affected by uncertainties arising from changes in government policies and social conditions in the PRC*

Since 1978, the PRC government has promulgated various reforms of its economic systems. Such reforms have resulted in economic growth for the PRC in the last two decades. However, the PRC government may continue to modify or reform its economic and political systems from time to time. These changes in the social, political and economic policies of the PRC government may lead to changes in the laws and regulations or the interpretation of the same, as well as changes in the foreign exchange regulations, taxation and import and export restrictions, which may in turn adversely affect the Group's financial performance. The Group's results and financial performance may be adversely affected by changes in the PRC's political, economic and social conditions and by changes in the policies of the PRC government or changes in laws, regulations or the interpretation or implementation thereof.

(b) *The Group may be adversely affected by the introduction of new laws or changes to existing laws by the PRC government*

The Group's property development business and operations in the PRC are governed by the legal system of the PRC. The PRC legal system is a codified system with written laws, regulations, rules and other regulatory documents. The PRC government is still in the process of developing its legal system, so as to meet the needs of investors and to encourage foreign investment. As the PRC economy is undergoing development generally at a faster pace than its legal system, some degree of uncertainty exists in connection with whether and how existing laws and regulations will apply to certain events or circumstances. Some of the laws and regulations, and the interpretation, implementation and enforcement thereof, are still at an experimental stage and are therefore subject to policy changes. Further, there are no precedents on the interpretation, implementation and enforcement of the PRC laws and regulations and the higher court decisions in the PRC do not have any binding effect on lower courts. Accordingly, the outcome of any dispute resolution may be uncertain or unpredictable and it may be difficult to obtain swift and equitable enforcement of the laws in the PRC, or to obtain enforcement of a judgment by a court in the PRC in another jurisdictions. Any introduction of new laws or amendments to existing laws by the PRC which is detrimental to the business environment in which the Group operates will adversely affect its profitability.

(c) *The Group is subject to foreign exchange controls in the PRC and Malaysia*

The Group's PRC subsidiaries are subject to the PRC rules and regulations on currency conversion. In the PRC, there are laws and/or regulations which govern the conversion of the RMB into foreign currencies. The Group cannot provide any assurance that the PRC regulatory authorities will not impose further restrictions on the purchase, sale and/or remittance of foreign currencies by/to its PRC subsidiaries. Accordingly, the ability of the Group's PRC subsidiaries to pay dividends or make other distributions to it may be restricted by, among other things, the availability of funds, and statutory and other legal restrictions including the PRC foreign exchange control restrictions. In the event, the ability of the Group's PRC subsidiaries to distribute funds to it is restricted, it may have an adverse effect on the Group's ability to distribute dividends to its shareholders in the future or for funding its other business activities outside the PRC.

On 21 July 2005, the RM peg to the US\$ was removed and the RM switched to a managed float system. The Group has a subsidiary in Malaysia, namely Techpath. Any change in the relevant laws and/or regulations relating to exchange controls in Malaysia may affect the Group's repatriation of profits from its Malaysian subsidiary.

Risks relating to ownership of the Warrants

- (a) *The Warrants will expire and be worthless in the event that they are not exercised*

The Warrants issued pursuant to the Warrants Issue may only be exercised during the Exercise Period. In the event that the Warrants are not exercised by the end of the Exercise Period, the Warrants will expire and be worthless to the Warrantheolders.

- (b) *There is potential dilution to the Shareholders and/or Warrantheolders*

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

Subject to the terms and conditions of the Warrants as set out in the Instrument, the Company shall be at liberty to issue Shares to Shareholders either for cash or as bonus distributions and further subscription rights upon such terms and conditions as the Company sees fit but the Warrantheolders shall not have any participating rights in such issue unless otherwise resolved by the Company in general meeting. In such events, Warrantheolders may suffer dilution in their investments.

- (c) *There may not be an active or liquid market for the Warrants*

There is no assurance that there will be an active or liquid market for the Warrants because prior to this offering, there has been no public market for the Company's Warrants. The Company is unable to predict the extent to which a trading market will develop, if at all, or how liquid that market may become. Further, the demand for the Warrants, its price fluctuations as well as trading volume may vary from that of the Shares.

Risks relating to ownership of the Shares

- (a) *The price of the Shares may be volatile, which could result in losses for investors*

The market price of the Shares may be volatile and could be subject to fluctuations in response to the variations in the Company's operating results. In addition, the market price of the Shares may also rise and fall, as a result of, *inter alia*, the following factors, some of which are beyond the Group's control:-

- (i) negative or positive publicity relating to any of the Group's Substantial Shareholders or Directors;
- (ii) success or failure of the Group's management team in implementing business and growth strategies;
- (iii) gain or loss of an important business relationship or contract;
- (iv) variation of the Company's operating results;
- (v) changes in conditions affecting the construction and property industries in Singapore, Malaysia and the PRC generally;
- (vi) announcements of significant contracts, acquisitions, partnerships, joint ventures or capital commitments;

- (vii) changes in analysts' recommendations or perceptions;
- (viii) additions or departures of key personnel;
- (ix) fluctuations in stock market prices and volume;
- (x) changes in market valuations of companies with similar businesses as the Group;
- (xi) involvement in litigation; and
- (xii) general economic and market conditions.

Accordingly, any of the above factors may lead to fluctuations in the price of the Shares that may result in loss to investors in the Shares.

(b) The liquidity of the Shares may decline

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

Litigation matters, which may have a material effect on the Group's financial position and profitability, are set out in Section 9(f) entitled "**Key Information**" in Part IV of this Offer Information Statement. Full provisions have not been made in the Group's accounts as at HY2009 in respect of some of these litigation matters. The Group's financial condition/results may be materially affected if damages assessed and/or legal costs incurred in connection with such legal action(s) are substantial. There is no assurance that disputes and claims arising from the Group's activities, whether made by or against the Group, will not result in material costs to the Group which may adversely affect the Group's financial results.

Save as disclosed in this Offer Information Statement, the Company's prospectus dated 30 January 2007 and any public announcement by the Company, the Directors are not aware of any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on net sales or revenues, profitability, liquidity or capital resources, or that would cause financial information disclosed in this Offer Information Statement to be not necessarily indicative of the future operating results or financial condition of the Group.

10. Where a profit forecast is disclosed, state the extent to which projected sales or revenues are based on secured contracts or orders, and the reasons for expecting to achieve the projected sales or revenues and profit, and discuss the impact of any likely change in business and operating conditions on the forecast.

Not applicable.

11. Where a profit forecast or profit estimate is disclosed, state all principal assumptions, if any, upon which the directors or equivalent persons of the relevant entity have based their profit forecast or profit estimate, as the case may be.

Not applicable.

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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.

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.

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.

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.**
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The Directors are not aware of any event which has occurred since 1 October 2008 up to the Latest Practicable Date which may have a material effect on the financial position and results of the Group provided in its unaudited financial statements for HY2009 published by the Company on 10 November 2008.

Meaning of “published”

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

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.**
-

Issue Price : S\$0.01 for each Warrant, payable in full on acceptance and/or application

No expenses will be specifically charged by the Company to the Entitled Shareholders, the renounees or purchasers for subscribing for their Warrants.

2. **If there is no established market for the securities being offered, provide information regarding the manner of determining the offer price, the exercise price or conversion price, if any, including the person who establishes the price or is responsible for the determination of the price, the various factors considered in such determination and the parameters or elements used as a basis for determining the price.**
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The Shares are listed on the Official List of the SGX-ST. Approval in-principle has been obtained on 5 February 2009 from the SGX-ST for the listing of and quotation for the Warrants and the New Shares on the Official List of the SGX-ST subject to, *inter alia*, there being an adequate spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants.

The Issue Price of S\$0.01 for each Warrant and the Exercise Price of S\$0.10 for each New Share were determined by the Company after taking into consideration, *inter alia*, the Exercise Period of the Warrants and the closing price per Share on the last trading day of the Shares on the Official List of the SGX-ST prior to the date of the announcement of the Warrants Issue respectively.

Based on the Issue Price and Exercise Price of each Warrant, the aggregate cost of subscribing to each New Share upon the exercise of a Warrant is S\$0.11 which represents a discount of approximately 8.33% to the closing price of S\$0.12 per Share on the Official List of the SGX-ST on 10 December 2008, being the last trading day of the Shares on the Official List of the SGX-ST prior to the date of the announcement of the Warrants Issue.

3. If –

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

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

- (a) No Shareholder has pre-emptive rights to subscribe for or purchase the Warrants.
 - (b) As there may be prohibitions or restrictions against the offering of the Warrants in certain jurisdictions, only Entitled Shareholders are eligible to participate in the Warrants Issue. Please refer to the section entitled “**Eligibility of Shareholders to Participate in the Warrants Issue**” of this Offer Information Statement for further information.
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4. If securities of the same class as those securities being offered are listed for quotation on any securities exchange –

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

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

Month	Price Range (S\$)		Volume of Shares Traded (Shares)
	High	Low	
March 2008	0.425	0.350	5,456,000
April 2008	0.410	0.330	822,000
May 2008	0.405	0.355	3,965,000
June 2008	0.365	0.305	824,000
July 2008	0.310	0.260	842,000
August 2008	0.300	0.250	455,000
September 2008	0.240	0.180	195,000
October 2008	0.230	0.080	631,000
November 2008	0.160	0.105	464,000
December 2008	0.150	0.120	814,000
January 2009	0.165	0.140	1,843,000
February 2009	0.145	0.115	263,000
1 March 2009 to 6 March 2009 (being the Latest Practicable Date)	0.125	0.105	328,000

Source: Bloomberg L.P. ⁽¹⁾

Note:-

(1) Bloomberg L.P. has not consented to the inclusion of the prices quoted under this section and is thereby not liable for such information under Sections 253 and 254 of the Securities and Futures Act. The Company has included the above prices in their proper form and context in this Offer Information Statement and has not verified the accuracy of these statements.

- (b) Not applicable as the Shares has been listed for quotation on the SGX-ST for more than 12 months immediately preceding Latest Practicable Date.
- (c) There has been no significant trading suspension for the Shares that had occurred on the SGX-ST since the date that the Company was listed on the Main Board of the SGX-ST, being 8 February 2007, up to the Latest Practicable Date.
- (d) The Shares are regularly traded on the Official List of the SGX-ST.

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.**

- (a) The Company has no existing warrants in issue. Please refer to section 1(a) of Part X of this Offer Information Statement, Appendix A of this Offer Information Statement and the Instrument for the terms and conditions of the Warrants Issue.

The New Shares, when issued upon the exercise of the Warrants, will rank *pari passu* in all respects with the then existing Shares, except that they will not be entitled to participate in any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the New Shares.

- (b) The Warrants Issue, the issuance of the Warrants and the New Shares pursuant to the Warrants Issue were approved by the Shareholders at the EGM held on 27 February 2009.

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.**
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Basis of Provisional Allotment

The Warrants Issue is made on a renounceable non-underwritten basis to Entitled Shareholders on the basis of one (1) Warrant for every one (1) Share held by Entitled Shareholders as at the Books Closure Date at the Issue Price, being S\$0.01 per Warrant, fractional entitlements to be disregarded.

Fractional entitlements to the Warrants will be disregarded and will, together with the provisional allotments which are not taken up or allotted for any reason, be aggregated and allocated to satisfy excess applications (if any), or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company, provided that in the allotment of any excess Warrants, preference will be given to the rounding of odd lots, and Directors and Substantial Shareholders will rank last in priority in the allotment of any excess Warrants.

Entitled Shareholders will be at liberty to accept, decline, renounce their provisional allotments of Warrants or (in the case of Entitled Depositors) trade their entitlements to Warrants on SGX-ST and will be eligible to apply for additional Warrants in excess of their provisional allotments under the Warrants Issue. Provisional allotments which are not taken up for any reason shall 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 in the interests of the Company.

The Warrants Issue will not be underwritten as each of the Executive Directors has provided an Irrevocable Undertaking. Please refer to section (1)(f) of Part X of this Offer Information Statement for further details on the Irrevocable Undertakings.

Foreign Shareholders

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

Terms and Conditions

The allotment and issue of the Warrants pursuant to the Warrants Issue is governed by the terms and conditions as set out in this Offer Information Statement, including the Appendices to this Offer Information Statement, the PAL, the WEWAF and the WAF.

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7. **Provide a summary of the features of the underwriting relationship together with the amount of securities being underwritten by each underwriter.**
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Not applicable.

PART VII: ADDITIONAL INFORMATION

Statements by Experts

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1. **Where a statement or report attributed to a person as an expert is included in the offer information statement, provide such person's name, address and qualifications.**
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Not applicable.

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2. **Where the offer information statement contains any statement (including what purports to be a copy of, or extract from, a report, memorandum or valuation) made by an expert –**
- (a) state the date on which the statement was made;**
 - (b) state whether or not it was prepared by the expert for the purpose of incorporation in the offer information statement; and**
 - (c) include a statement that the expert has given, and has not withdrawn, his written consent to the issue of the offer information statement with the inclusion of the statement in the form and context in which it is included in the offer information statement.**
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Not applicable.

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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.

Consents from Issue Managers and Underwriters

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

The Manager has given, and has not before the lodgement of this Offer Information Statement with the Authority withdrawn its written consent to being named in the Offer Information Statement as the Manager of the Warrants Issue, and to the issue of this Offer Information Statement with the inclusion of its name and all references thereto in the form and context in which they are included in this Offer Information Statement. Save for statements directly attributed to the Manager in this Offer Information Statement, the Manager does not make, or purport to make, any statement in this Offer Information Statement and is not aware of any statement in the Offer Information Statement which purports to be based on a statement made by it and it makes no representation, expressed or implied regarding, and is subject to applicable laws and regulations, and takes no responsibility for, any statements in or omissions from this Offer Information Statement.

The Manager has not authorised or caused the issue of this Offer Information Statement.

Other Matters

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

Save as disclosed in this Offer Information Statement, the Directors are not aware of any other matters which could materially affect, directly or indirectly, the Company’s business operations or 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.

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

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1. **Provide –**
- (a) the particulars of the rights issue;**
 - (b) the last day and time for splitting of the provisional allotment of the securities to be issued pursuant to the rights issue;**
 - (c) the last day and time for acceptance of and payment for the securities to be issued pursuant to the rights issue;**
 - (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;**
 - (e) the terms and conditions of the offer of securities to be issued pursuant to the rights issue;**
-

- (a) The particulars of the Warrants Issue are as set out below:-

Basis of allotment	:	One (1) Warrant for every one (1) Share held by, or (as the case may be) standing to the credit of the Securities Accounts of Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded.
Issue Price	:	S\$0.01 per Warrant, payable in full on acceptance and/or application.
Number of Warrants to be issued	:	Based on the issued and paid-up share capital of the Company of 176,245,000 Shares (excluding treasury shares) as at the Latest Practicable Date, a minimum of 176,245,000 Warrants would be issued pursuant to the Warrants Issue.

The Company had on 18 October 2007 issued Convertible Notes of an aggregate principal amount of S\$25 million (the “**Convertible Notes Issue**”). The Convertible Notes are convertible into Shares from and including 19 November 2007 up to the close of business on 16 September 2011. The conversion price was originally set at S\$1.50 and was subsequently adjusted to S\$0.75 (the “**Adjusted Conversion Price**”) following the sub-division of Shares. On 18 October 2008, the Adjusted Conversion Price was reset to S\$0.595 (the “**Reset Conversion Price**”) pursuant to the conversion clauses stipulated in the offering memorandum dated 17 October 2007 issued by the Company in connection with the Convertible Notes Issue. On 17 November 2008, the Company purchased S\$5 million in principal amount of the Convertible Notes, which has since been duly cancelled. The remaining aggregate principal amount of the Convertible Notes is currently S\$20 million.

As at the Latest Practicable Date, none of the remaining S\$20 million Convertible Notes has been converted into Shares.

Assuming all the Convertible Notes held are converted into Shares on or before the Books Closure Date, and based on the Reset Conversion Price of S\$0.595, 33,613,445 Shares would be issued as a result of the conversion and the enlarged issued share capital of the Company as at the Books Closure Date would comprise 209,858,445 Shares. On this basis, a maximum of 209,858,445 Warrants will be issued pursuant to the Warrants Issue, assuming that the Warrants Issue is fully subscribed.

- Form : The Warrants will be issued in registered form and will be constituted by the Instrument.
- Subscription rights : Subject to the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement, each Warrant will entitle the Warranholder to subscribe in cash for one (1) New Share at the Exercise Price during the Exercise Period. Warrants remaining unexercised at the expiry of the Exercise Period shall lapse and cease to be valid for any purpose.
- Exercise Price : S\$0.10 in cash, being the price at which a New Share may be subscribed for upon the exercise of a Warrant, subject to adjustments under certain circumstances in accordance with the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement.
- Exercise Period : The Warrants may, subject to the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement, be exercised at any time during the three (3) year period commencing on and including the date of issue of the Warrants and expiring at 5.00 p.m. on the day immediately preceding the third (3rd) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members of the Company and/or the Register of Warranholders are closed or is not a Market Day, in which event the Warrants shall expire on the date prior to the

closure of the Register of Members of the Company and/or the Register of Warranholders or on the immediately preceding Market Day, as the case may be. The Warrants remaining unexercised at the expiry of the Exercise Period shall lapse and cease to be valid for any purpose.

The Company will, not later than one (1) month before the date of expiry of the Exercise Period, announce such date of expiry of the Exercise Period through SGXNET and give notice of such date of expiry of the Exercise Period to the Warranholders in accordance with the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement.

- Payment of Exercise Price : Warranholders who exercise their Warrants must pay the Exercise Price by way of (i) a remittance in Singapore currency by banker's draft or cashier's order drawn on a bank operating in Singapore in favour of the Company; or (ii) by debiting the relevant Warranholder's CPF Investment Account (as defined in the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement) with the CPF Approved Bank (as defined in the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement); or (iii) partly in the form of remittance and partly by debiting such Warranholder's CPF Investment Account with the CPF Approved Bank.
- Adjustments : The Exercise Price and the number of Warrants to be held by each Warranholder will be subject to adjustments under certain circumstances in accordance with the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement. Pursuant to Rule 830 of the Listing Manual, the Company will announce such adjustments through SGXNET. Any additional warrants issued pursuant to any such adjustments shall rank *pari passu* with the Warrants and will for all purposes form part of the same series.
- Modification of terms of Warrants : The Company may, without the consent of the Warranholders but in accordance with the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement, effect any modification to the terms of the Warrants or the Instrument 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 or to correct a manifest error or to comply with mandatory provisions of Singapore law; and/or (iii) 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 trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the Main Board of the SGX-ST, provided that such modification is not materially prejudicial to the interests of the Warranholders. Any such modification shall be binding on the Warranholders and shall be notified to them in accordance with the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement as soon as practicable thereafter.

Any alteration to the terms and conditions of the Warrants after the issue thereof must be approved by the SGX-ST, except where the alterations are made pursuant to the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement.

Without prejudice to any other provisions to be set out in the Instrument, any material alteration to the terms and conditions of the Warrants after the issue thereof to the advantage of the Warrantholders and prejudicial to Shareholders must be approved by Shareholders in general meeting, except where the alterations are made pursuant to the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement.

Status of the New Shares : Subject to the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement, the New Shares will, upon allotment and issue, rank *pari passu* in all respects with the then existing Shares save for any dividends, rights, allotments or other distributions that may be declared or paid, the Record Date for which is before the relevant date of exercise of the Warrants.

Transfer and transmission : The Warrants shall be transferable in lots entitling a Warrantholder to subscribe for whole numbers of Shares and so that no person shall be recognised by the Company as having title to Warrants entitling the holder thereof to subscribe for a fractional part of a Share or otherwise than as the sole or joint holder of the entirety of such Share. A Warrant may only be transferred in the manner prescribed in the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement including, *inter alia*, the following:-

- (i) Lodgment of warrant certificates and transfer forms – a Warrantholder whose Warrants are registered in his own name (“**Transferor**”) shall lodge, during normal business hours 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, provided that the Company and the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to it;
- (ii) Deceased Warrantholder – the executors or administrators of a deceased registered Warrantholder (not being one of several joint holders) where such executors or administrators are entered into the Depository Register and, in the case of the death of one or more of several registered joint holders, the survivor or survivors of such joint holders shall be the only persons recognised by the Company and the Warrant Agent as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall, on producing to the Warrant Agent such evidence as may be reasonably required

by the Warrant Agent to prove their title and on payment of the fees and expenses set out in the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement, be entitled to be registered as a Warranholder or to make such transfer as the deceased Warranholder could have made; and

- (iii) Warrants registered in the name of CDP – where the Warrants are registered in the name of CDP, any transfer of such Warrants shall be effected subject to and in accordance with the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement, the applicable law and the CDP rules as amended from time to time and where Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by CDP by way of book-entry. A Depositor shall be deemed to remain a Warranholder of the Warrants until the name of the transferee is entered in the Depository Register by CDP.

Winding-up : If a 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 a resolution passed at a meeting of Warranholders duly convened by a majority consisting of not less than three-fourths of the votes cast thereon (the "**Extraordinary Resolution**"), shall be a party and which shall have been approved or assented to by way of a Extraordinary Resolution, 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) in any other case, subject to the terms and conditions of the Warrants set out in Appendix A of this Offer Information Statement, the Warranholders may elect to be treated as if they had exercised the Warrants immediately prior to the commencement of such winding-up and had on such date been the holders of the Shares to which they would have been entitled pursuant to such exercise.

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

Further issues of Shares : Warranholders shall not have any participating rights in any further issues of Shares by the Company unless otherwise resolved by the Company in a general meeting.

- Listing and trading : Approval in-principle of the SGX-ST for the dealing in, listing of and quotation for the Warrants and the New Shares on the Official List of the SGX-ST has been granted on 5 February 2009, subject to, *inter alia*, the following:-
- (i) specific Shareholders' approval for the Warrants Issue to be obtained at the EGM;
 - (ii) compliance with the SGX-ST's continued listing requirements;
 - (iii) submission of an undertaking pursuant to Rule 877(8) of the Listing Manual from the Company to make periodic announcements on the material disbursement of the proceeds arising from the Warrants Issue and from the exercise of the Warrants, and to provide a status report in its annual report;
 - (iv) confirmation under Rule 877(10) of the Listing Manual that, in the event of the allotment of any excess Warrants from the Warrants Issue, preference will be given to the rounding of the odd lots, and the Directors and Substantial Shareholders will rank last in priority;
 - (v) submission of an undertaking pursuant to Rule 830 of the Listing Manual to announce any adjustment made to the Exercise Price and the number of Warrants; and
 - (vi) submission of a confirmation by the Manager that there is sufficient spread of the Warrants as required by Rule 826 of the Listing Manual to provide for an orderly market in the Warrants.

The approval in-principle of the SGX-ST is not to be taken as an indication of the merits of the Company, its subsidiaries, the Warrants Issue, the Warrants and the New Shares. The SGX-ST assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Offer Information Statement.

The Warrants will, subject to there being a sufficient spread of holdings for the Warrants to provide an orderly market in the Warrants, be listed and quoted on the Main Board of the SGX-ST under the book-entry (scripless) settlement system. Each board lot of Warrants will consist of 1,000 Warrants.

- Acceptances, excess application and payment procedures : Entitled Shareholders are at liberty to accept, decline or otherwise renounce or trade their provisional allotments of Warrants and are eligible to apply for additional Warrants in excess of their provisional allotments under the Warrants Issue.

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

allotment of any excess Warrants, preference will be given to Shareholders for rounding of odd lots and Substantial Shareholders and Directors will rank last in priority in the allotment of any excess Warrants.

The procedures for acceptance, excess application and payment by Entitled Depositors and the procedures for acceptance, splitting, renunciation, excess application and payment by Entitled Scripholders are set out in Appendix B, Appendix C and Appendix D of this Offer Information Statement.

Use of CPF Funds : Entitled Shareholders who are CPF members MAY NOT use their savings in the CPF Ordinary Account for the payment of the Issue Price in respect of those Warrants provisionally allotted to them. However, CPF members may use their savings in the CPF Ordinary Account (subject to the availability of investible savings) for the payment of the Exercise Price upon exercise of the Warrants (in which case the New Shares arising therefrom will be held through the CPF Investment Account).

CPF members are NOT permitted to use the CPF monies to:-

- (i) purchase the "nil-paid" rights traded on the SGX-ST;
- (ii) pay the Issue Price in respect of the Warrants; or
- (iii) purchase the Warrants traded on the SGX-ST (the listing thereof subject to there being sufficient spread of holdings).

Governing Law : Laws of Singapore.

- (b) The last day and time for splitting Warrants is 25 March 2009 at 5.00 p.m..
- (c) The last day and time for acceptance of and payment for the Warrants is 30 March 2009 at 5.00 p.m. (and 9.30 p.m. for Electronic Applications through an ATM of a Participating Bank).
- (d) The last day and time for renunciation of and payment for the Warrants is 30 March 2009 at 5.00 p.m..
- (e) The terms and conditions of the Warrants Issue are set out in this Offer Information Statement, in particular Appendices A to D of this Offer Information Statement.

(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

Each of the Executive Directors of the Company, namely (i) Mr Choo Chee Onn who owns 38,481,256 Shares representing 21.83% of the issued and paid-up share capital of the Company, and (ii) Mr Lim Kee Seng, (iii) Mr Tok Cheng Hoe and (iv) Mr Kwok Ngat Khow, each of whom owns 29,361,248 Shares representing 16.66% of the issued and paid-up share capital of the Company, as at the date of the announcement of the Warrants Issue on 11 December 2008, has given an Irrevocable Undertaking to the Company to, *inter alia*:-

- (i) subscribe and/or procure subscriptions for the whole of his entitlement under the Warrants Issue;

- (ii) subscribe and/or procure subscriptions, and/or apply or procure applications, in respect of such number of Warrants that remain unsubscribed by Shareholders or their renounees under the Warrants Issue, based on his proportional shareholding to that of the other Executive Directors;
- (iii) pay and/or procure payment for all Warrants in respect of which he has given the irrevocable undertaking referred to above;
- (iv) ensure that he and/or any persons acting in concert or deemed to be acting in concert (as defined in the Take-over Code) with him do not acquire Shares which carry 30% or more of the voting rights in the Company;
- (v) ensure that none of the Shares that he owns or controls are disposed of during the period between the date of the Irrevocable Undertaking and the date of issue of the Warrants; and
- (vi) subject to any directions by or rules of the SGX-ST or any relevant authority in Singapore, in respect of all the Shares that he owns and controls (whether directly or indirectly), vote in favour of the resolution to approve the Warrants Issue at an EGM to be convened.

As the Executive Directors have undertaken to subscribe for their respective entitlements and to subscribe for all the excess Warrants (subject to preference being given to Shareholders for rounding of odd lots, and Directors and Substantial Shareholders ranking last in priority), the Warrants Issue will not be underwritten. The Company will not be required to bear additional costs arising from the payment of a commission to an underwriter.

All applications for excess Warrants made or procured by each of the Executive Directors will only be accepted by the Company to the extent that there are unsubscribed Warrants available after all other excess applications have been fully satisfied.

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

In view of the above Irrevocable Undertakings, the Company has decided to proceed with the Warrants Issue on a non-underwritten basis as there is no minimum amount that needs to be raised.

As the Warrants Issue is not and will not be underwritten, Shareholders are advised to carefully evaluate their individual investment positions and if they are uncertain as to the same, to consult their own financial adviser or other adviser.

ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS ISSUES UNDER APPENDIX 8.2 OF THE LISTING MANUAL

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

The working capital of the Group as at 31 March 2006, 31 March 2007, 31 March 2008 and 30 September 2008 are set out below:-

(S\$'000)	← FY2006	AUDITED FY2007	FY2008 →	UNAUDITED HY2009
Current assets				
Completed properties held for sale	50,697	47,218	–	–
Consumable stock	13	16	3	–
Trade receivables	11,451	17,959	25,854	31,035
Other receivables and deposits	1,636	1,745	4,222	4,189
Prepayments	493	844	1,208	1,109
Amount due from a an associate	–	–	–	15
Amount due from a joint venture	–	–	2,000	1,278
Construction work-in-progress in excess of progress billings	3,402	14,458	13,883	11,548
Security bonds	2,000	2,000	–	–
Fixed deposits	3,735	12,417	12,222	13,267
Cash and bank balances	6,785	8,897	18,361	52,377
Total current assets	80,212	105,554	77,753	114,818
Current liabilities				
Trade payables	11,871	7,612	11,490	18,185
Other payables and accruals	15,748	41,525	39,042	52,568
Amounts due to subsidiaries/related parties/ associate company	927	571	293	315
Finance lease obligations (current portion)	292	84	1,206	1,445
Provision for income tax	1,225	920	1,685	3,246
Progress billings in excess of construction work-in-progress	849	–	755	7,145
Bank term loans (current portion)	2,424	2,045	895	931
Bank overdrafts	1,359	385	770	–
Bills payable to banks	5,031	9,589	12,876	24,599
Convertible notes – embedded derivative component	–	–	5,400	1,450
Total current liabilities	39,726	62,731	74,412	109,884
Working capital	40,486	42,823	3,341	4,934

FY2007 vs FY2006

The Group's working capital improved by approximately S\$2.3 million from a surplus of approximately S\$40.5 million as at 31 March 2006 to a surplus of approximately S\$42.8 million as at 31 March 2007. The improvement in working capital was mainly due to an increase in current assets of approximately S\$25.3 million which was offset by an increase in current liabilities of approximately S\$23.0 million.

FY2008 vs FY2007

The Group's working capital declined significantly by approximately S\$39.5 million from a surplus of approximately S\$42.8 million as at 31 March 2007 to a surplus of approximately S\$3.3 million as at 31 March 2008. This was mainly due to a decline in current assets of approximately S\$27.8 million mainly attributable in part to the classification of the Tianxing Riverfront Square in China from completed properties held for sale to investment properties following a change in use, which was offset by an increase in current liabilities of approximately S\$11.7 million.

HY2009 vs FY2008

The Group's working capital improved by approximately S\$1.6 million from a surplus of approximately S\$3.3 million as at 31 March 2008 to a surplus of approximately S\$4.9 million as at 30 September 2008. The improvement in working capital was mainly due to an increase in current assets of approximately S\$37.1 million offset by an increase in current liabilities of approximately S\$35.5 million.

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2. **A statement by the issue manager that, to the best of its knowledge and belief, the document constitutes full and true disclosure of all material facts about the issue, the issuer and its subsidiaries, and that the issue manager is not aware of any facts the omission of which would make any statement in the document misleading; and where the document contains a profit forecast, that it is satisfied that the profit forecast has been stated by the directors after reasonable enquiry.**
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The Manager confirms that, having made all reasonable enquiries, to the best of its knowledge and belief, based on the information furnished to it by the Company, this Offer Information Statement constitutes full and true disclosure of all material facts about the Warrants Issue, the Company, its subsidiaries and its associated companies, and that it is not aware of any material facts the omission of which would make any statement in this Offer Information Statement misleading in any material respect.

TERMS AND CONDITIONS OF THE WARRANTS

The maximum of 209,858,445 warrants (the “**Warrants**”) to subscribe for up to 209,858,445 new ordinary shares (the “**Shares**”) at an Exercise Price (as defined herein) of \$0.10 for each new Share in the capital of KSH Holdings Limited (the “**Company**”) are issued subject to and with the benefit of an Instrument (the “**Instrument**”) dated 9 March 2009 executed by way of deed poll by the Company. The issue of the Warrants was authorised by a resolution of the shareholders of the Company passed on 27 February 2009 and by a resolution of the Board of Directors of the Company passed on 11 December 2008 and 27 February 2009. The statements in these terms and conditions of the Warrants (the “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Instrument. Copies of the Instrument are available for inspection at the specified office of the warrant agent referred to in Condition 4(g) (the “**Warrant Agent**”) and the holders of the Warrants (the “**Warrantholders**”) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Instrument.

1. Definitions

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

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

“**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 their being unable or unwilling to carry out any action requested of them pursuant to the provisions of the Instrument or the Conditions, such other auditors as may be nominated by the Company;

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

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

“**CPF Act**” means the Central Provident Fund Act (Chapter 36);

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

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

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

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

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

“**Depository Register**” means the register maintained by the Depository pursuant to Division 7A of Part IV of the Companies Act (Chapter 50) of Singapore in respect of the Warrants registered in the name of the Depository;

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

“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 the next following Business Day on which the Register of Members of the Company is open;

“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;

“Exercise Period” means the period commencing on and including the date of issue of the Warrants and expiring at 5.00 p.m. in Singapore on the day immediately preceding the third anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members of the Company and/or the Register are closed or is not a Market Day, in which event the Warrants shall expire on the date prior to the closure of the Register of Members of the Company and/or the Register or on the immediately preceding Market Day, as the case may be (save that where such date is a date on which the Register is closed pursuant to Condition 4(f), such period shall expire on the next following Business Day on which the Register is open) but excluding such period(s) during which the Register may be closed pursuant to Condition 4(f);

“Exercise Price” means, in respect of each Warrant, S\$0.10 for each Share, subject to adjustment in accordance with Condition 5;

“Expiration Date” means the last day of the Exercise Period;

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

“Market Day” has the meaning ascribed to it in the Listing Manual of the SGX-ST;

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

“Registrar” means Boardroom Corporate & Advisory Services Pte. Ltd.;

“Securities Account” means a securities account maintained by a Depositor with the Depository but does not include a sub-account maintained with a Depository Agent;

“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;

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

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

“Warrantheolders” means the registered holders of the Warrants, except that where the registered holder is the Depository, the term **“Warrantheolders”** shall, in relation to Warrants registered in the name of the Depository, include, where the context requires, the Depositors whose Securities Account(s) with the Depository are credited with Warrants and provided that for the purposes of Schedule 2 of the Instrument relating to meetings of Warrantheolders, such Warrantheolders shall mean those Depositors having Warrants credited to their securities account(s) as shown in the records of the Depository as at a time not earlier than 48 hours prior to the time of a meeting of Warrantheolders supplied by the Depository to the Company, and the word **“holder”** or **“holders”** in relation to Warrants shall (where appropriate) be construed accordingly.

2. Form and Title

- (a) The Warrants are issued in registered form. Title to the Warrants will be transferable in accordance with Condition 9. The Warrant Agent will maintain the Register on behalf of the Company and, except as required by law, (i) the person in whose name a Warrant is registered (other than the Depository); and (ii) (where the registered holder of Warrants is the Depository) each Depositor for the time being appearing in the records maintained by the Depository as having Warrants credited to its Securities Account(s), will be deemed to be and be treated as the absolute owner thereof (whether or not the Company shall be in default in respect of the Warrants or its covenants contained in the Instrument and notwithstanding any notice of ownership or writing hereon or notice of any previous loss or theft of the relevant Warrant Certificate or any irregularity or error in the Register or records of the Depository) for the purpose of giving effect to the exercise of the rights constituted by the Warrants and for all other purposes in connection with the Warrants.
- (b) If two or more persons are entered in the Register or (as the case may be) the records maintained by the Depository, 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 two persons as the registered joint holders of any Warrant but this provision shall not apply in the case of executors or administrators of a deceased Warranholder where such executors or administrators are entered into the Depository Register;
 - (ii) joint holders of any Warrant whose names are entered in the Register or (as the case may be) the relevant records maintained by the Depository shall be treated as one Warranholder;
 - (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 or (as the case may be) the relevant records maintained by the Depository shall be sufficient delivery to all; and
 - (iv) the joint holders of any Warrant whose names are entered in the Register or (as the case may be) the relevant records maintained by the Depository shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such Warrant.

3. Exercise Rights

- (a) Upon and subject to these Conditions, each Warranholder shall have the right, by way of exercise of a Warrant, before 3.00 p.m. on any Business Day and before 5.00 p.m. on the Expiration Date during the Exercise Period in the manner set out in Condition 4 and otherwise on the terms and subject to the Conditions set out below, to subscribe for one 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 the payment for the shares to be issued on the exercise of the relevant Warrant. Each Warrant shall, following its exercise in accordance with these Conditions, be cancelled by the Company.
- (b) At the expiry of the Exercise Period, any Warrants which have not been exercised 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.

4. Procedure for Exercise of Warrants

(a) Lodgement Conditions

In order to exercise one or more Warrants, a Warranholder must, before 3.00 p.m. on any Business Day and before 5.00 p.m. on the Expiration Date during the Exercise Period, fulfil the following conditions:-

- (i) lodgement of the relevant Warrant Certificate registered in the name of the exercising Warranholder 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, duly completed and signed by or on behalf of the exercising Warranholder and duly stamped in accordance with any law for the time being in force relating to stamp duty, Provided always that the Warrant Agent may dispense with the production of the relevant Warrant Certificate where such Warrant Certificate is registered in the name of the Depository;
- (ii) the furnishing of such evidence (if any) as the Warrant Agent may require to determine the due execution of the Exercise Notice by or on behalf of the exercising Warranholder (including every joint Warranholder, if any) or otherwise to ensure the due exercise of the Warrants;
- (iii) the payment or satisfaction of the Exercise Price in accordance with the provisions of paragraph (b) below;
- (iv) the payment of deposit or other fees for the time being chargeable by, and payable to, the Depository (if any) or 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
- (v) if applicable, the payment of any fees for certificates for the Shares to be issued and the expenses of, and the submission of any necessary documents required in order to effect, the delivery of certificates for the Shares upon exercise of the relevant Warrants to the place specified by the exercising Warranholder in the Exercise Notice.

Any exercise by a Warranholder in respect of Warrants registered in the name of the Depository shall be further conditional on that number of Warrants so exercised being credited to the "Free Balance" of the Securities Account(s) of the exercising Warranholder and remain so credited until the relevant Exercise Date and on the exercising Warranholder electing in the Exercise Notice to have the delivery of the Shares arising from the exercise of the relevant Warrants to be effected by crediting such Shares to the Securities Account(s) of the exercising Warranholder, or, in the case where funds standing to the credit of a CPF Investment Account are to be used for the payment of the Exercise Price arising from the exercise of each Warrant, by crediting such Shares to the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice, failing which the Exercise Notice shall be void and all rights of the exercising Warranholder and of any other person thereunder shall cease.

Warranholders whose Warrants are registered in the name of the Depository irrevocably authorise the Company and the Warrant Agent to obtain from the Depository and to rely upon such information and documents and as the Company or the Warrant Agent deems necessary to satisfy itself that all the abovementioned conditions have been fulfilled and such other information as the Company or the Warrant Agent may require in accordance with these Conditions and the Instrument and to take such steps as may be required by the Depository in connection with the operation of the Securities Account of any Warranholder.

Once all the abovementioned conditions (where applicable) have been fulfilled, the relevant Warrant Certificate(s) (if any), Exercise Notice and any moneys tendered in or towards payment of the Exercise Price in accordance with paragraph (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 at the specified office of the Warrant Agent:-

- (i) by way of a remittance in Singapore currency by a Warrantholder 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, Provided that any such remittance shall be accompanied by the delivery to the Warrant Agent of the payment advice referred to below and shall comply with any exchange control or other statutory requirement for the time being applicable; or
- (ii) by debiting the relevant Warrantholder's CPF Investment Account with the CPF Approved Bank; or
- (iii) partly in the form of a remittance in accordance with (i) above and partly by debiting such Warrantholder's CPF Investment Account with the CPF Approved Bank in accordance with (ii) above.

Each such payment shall be made free of any foreign exchange commissions, remittance charges or other deductions and shall be accompanied by a payment advice containing (i) the name of the exercising Warrantholder; (ii) the certificate numbers of the relevant Warrant Certificates in respect of the Warrants being exercised or, if the relevant Warrant Certificates are registered in the name of the Depository, the Securities Account(s) of the exercising Warrantholder which is to be debited with the Warrants being exercised; and (iii) the number of Warrants tendered for exercise.

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. 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 paragraph (d) below) unless and until a further payment is made in accordance with the requirements set out above in this paragraph (b) in an amount sufficient to cover the deficiency.

(c) **Exercise Date**

A Warrant shall (provided that the provisions of Condition 4(a) have been satisfied) be treated as being exercised on the Exercise Date relating to that Warrant.

(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 Warrant Certificates shall be cancelled on the Exercise Date except that, in relation to Warrant Certificates in the name of the Depository, such Warrant Certificates shall be cancelled as soon as possible after receipt by the Warrant Agent from the Depository of a schedule stating the particulars of the Warrant Certificates which are to be cancelled.

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 Exercise Price, or the conditions set out in paragraph (a) 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 lodgement conditions, as the case may be, but on whichever is the earlier of (i) the fourteenth 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 returned to any Warrant Certificates (if applicable), and the Exercise Notice previously lodged with the Warrant Agent, return such Warrant Certificates (if applicable) and the relevant Exercise Notice to the exercising Warranholder at the risk and expense of such Warranholder. The Company will be entitled to deduct or otherwise recover from the exercising Warranholder 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 Warranholder but it may only be withdrawn within the abovementioned 14-day period with the consent in writing of the Company.

(e) **Allotment of Shares and Issue of Balancing Warrant Certificates**

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

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

- (i) where such Warranholder has (or is deemed to have) elected in the Exercise Notice to receive physical share certificates in respect of the Shares arising from the exercise of the relevant Warrants, the Company shall despatch, as soon as practicable but in any event not later than five Business Days after the relevant Exercise Date, by ordinary post to the address specified in the Exercise Notice and at the risk of such Warranholder the certificates relating to such Shares registered in the name of such Warranholder; and
- (ii) where such Warranholder has elected in the Exercise Notice to have the delivery of Shares arising from the exercise of the relevant Warrants to be effected by the crediting of the Securities Account of such Warranholder as specified in the Exercise Notice, the Company shall as soon as practicable but not later than five Business Days after the relevant Exercise Date despatch the certificates relating to such Shares in the name of, and to, the Depository for the credit of the Securities Account of such Warranholder as specified in the Exercise Notice or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice.

Where a Warranholder exercises part only (and not all) of the subscription rights represented by Warrants which are registered in the name of the Depository, the number of Warrants represented by the Warrant Certificate registered in the name of the Depository shall be deemed to have been reduced for all purposes by the number of Warrants so exercised. Where a Warranholder exercises part only (but not all) of the subscription rights represented by Warrants registered in his name, the Company shall despatch a balancing

Warrant Certificate in the name of the exercising Warrantholder in respect of any Warrants remaining unexercised by ordinary post to the address specified in the relevant Exercise Notice or failing which, to his address specified in the Warrant Register and at the risk of that Warrantholder at the same time as it delivers in accordance with the relevant Exercise Notice the certificate(s) relating to the Shares arising upon exercise of such Warrants.

(f) **Register of Warrantholders**

The Warrant Agent will maintain the Register, which 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. Notice of the closure of the Register will be given to the Warrantholders in accordance with Condition 12.

(g) **Warrant Agent and Registrar**

The names of the initial Warrant Agent and the Registrar and their respective specified offices are set out below:-

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

Address: 3 Church Street, #08-01 Samsung Hub, Singapore 049483

The Company reserves the right at any time to vary or terminate the appointment of the Warrant Agent or the Registrar and to appoint an additional or another Warrant Agent or another Registrar, provided that it will at all times maintain a Warrant Agent having a specified office in Singapore so long as the Warrants are outstanding. Notice of any such termination or appointment and of any changes in the specified offices of the Warrant Agent or the Registrar will be given to the Warrantholders in accordance with Condition 12.

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 certified to be in accordance with Condition 5(b) by the Auditors. The Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted as provided in these Conditions and the Instrument in all or any of the following cases:-

- (i) any consolidation, subdivision (including a subdivision by way of a bonus issue by the Company of Shares credited as fully paid without capitalisation of profits or reserves) or conversion of the Shares; or
- (ii) an issue by the Company of Shares credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature) to its members ("**Members**") (other than an issue of Shares to Members who elect to receive Shares in lieu of cash as dividend); 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), and other than an issue of Shares to Members who elect to receive Shares in lieu of cash as dividend) by the Company of Shares, if the Total Effective Consideration (as defined below) for each Share is less than 90 per cent. of the Last Dealt Price for each Share (calculated as provided below).

(b) Subject to these Conditions and the Instrument, 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 paragraphs (i) to (v) of Condition 5(a) or if such event is capable of giving rise to more than one adjustment, the adjustment shall be made in such manner as the Approved Bank shall determine):-

(i) If and whenever a Share by reason of any consolidation or subdivision (including a subdivision by way of a bonus issue by the Company of Shares credited as fully paid without capitalisation of profits or reserves) or conversion shall have a different nominal value, 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 = existing Exercise Price; and

W = 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) If and whenever the Company shall make any issue of Shares to its Members (other than an issue of Shares to Members who elect to receive Shares in lieu of cash as dividend) credited as fully paid, by way of capitalisation of profits or reserves (whether of a capital or income nature), the Exercise Price and the number of Warrants 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 (other than an allotment of Shares to Members who elect to receive Shares in lieu of cash as dividend) credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature);

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 on which Members must be registered as such to participate therein.

- (iii) If and whenever the Company shall make a Capital Distribution (as defined below) to Members whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets), then the Exercise Price shall be adjusted in the following manner:-

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

where:-

C = the Last Dealt Price (rounded down to the nearest S\$0.01 per Share) 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 = the fair market value, as determined by an Approved Bank (with the concurrence of the Auditors), of that portion of the Capital Distribution attributable to one Share; and

X = as in X above.

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)) or other securities (other than an issue of Shares to Members who elect to receive Shares in lieu of cash as dividend) credited as fully or partly paid up by way of capitalisation of profits or reserves.

Any distribution out of profits or reserves shall not be deemed to be a Capital Distribution unless the profits or reserves are attributable to profits or gains arising from the sale of assets owned by the Company or any of its subsidiaries on or before the date and any cancellation of capital which is lost or unrepresented by available assets shall not be deemed to be a Capital Distribution.

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

- (iv) If and whenever the Company shall make any offer or invitation to its Members whereunder they may acquire or subscribe for Shares by way of rights, then the Exercise Price shall be adjusted in the following manner:-

$$\text{New Exercise Price} = \frac{E - F}{E} \times X$$

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

$$\text{Adjusted number of Warrants} = \frac{E}{E - F} \times W$$

where:-

E = the Last Dealt Price (rounded down to the nearest S\$0.01 per Share) immediately preceding the date on which the offer or invitation referred to in this Condition 5(b)(iv) is publicly announced to the SGX-ST or (failing any such announcement) immediately preceding the date of the offer or invitation;

X = as in X above;

W = as in W above; and

F = the value of rights attributable to one Share, which shall be calculated in accordance with the formula:-

$$\frac{E - G}{H + 1}$$

where:-

E = as in E above;

G = the subscription price of one additional Share under the offer or invitation to acquire or subscribe for Shares by way of rights; and

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

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day 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 is to be made under the terms of such offer or invitation.

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

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

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

B = as in B above;

E = as in E above;

G = as in G above;

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;

X = as in X above; and

W = as in W above.

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

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

- (vi) If and whenever (otherwise than pursuant to a rights issue available to all Members alike and requiring an adjustment under Conditions 5(b)(iv) or 5(b)(v) and other than an issue of Shares to Members who elect to receive Shares in lieu of cash as dividend), the Company shall issue any Shares and the Total Effective Consideration for each Share (as defined below) is less than 90 per cent. of the Last Dealt Price on 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 Last Dealt 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 purpose of Conditions 5(a)(v) and 5(b)(vi), the “**Total Effective Consideration**” shall be determined by the Directors with the concurrence of an Approved Bank and shall be the aggregate consideration receivable by the Company on payment in full for such Shares without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the “**Total Effective Consideration for each Share**” shall be the Total Effective Consideration divided by the number of Shares issued as aforesaid.

If any offer or invitation for Shares is made otherwise than by the Company to Members, then the Company shall so far as it is able procure that at the same time an offer or invitation is made to the then Warrantholders as if their rights to subscribe for Shares had been exercised the day immediately preceding the date on which as at the close of business Members must be registered in order to participate in such offer or invitation on the basis then applicable.

- (c) Notwithstanding any of the provisions hereinbefore contained, 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 or other securities convertible into or right to acquire or subscribe for Shares to officers, including directors, or employees of the Company or any of its subsidiaries pursuant to any purchase or option scheme approved by the Members in general meeting; or
 - (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; or
 - (iii) any issue by the Company of Shares pursuant to the exercise of any of the Warrants; or
 - (iv) any issue by the Company of securities convertible into Shares or rights to acquire or subscribe for Shares; or
 - (v) any purchase by the Company of Shares.
- (d) Any adjustment to the Exercise Price will be rounded upwards to the nearest one cent and in no event shall any adjustment (otherwise than upon the consolidation of Shares into shares of a larger nominal value) involve an increase in the Exercise Price. No adjustment to the Exercise Price shall be made unless it has been certified to be in accordance with this Condition 5 by the Auditors. No adjustment will be made to the Exercise Price in any case in which the amount by which the same would be reduced would be less than one cent but any 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 this Condition 5 by the Auditors and (ii) approval in-principle has been granted by the SGX-ST for the listing of and quotation for such additional Warrants as may be issued as a result of such adjustment and such additional Shares as may be issued on the exercise of any such additional Warrants.
- (f) Notwithstanding the provisions referred to in this Condition 5, in any circumstances where the Directors consider that any adjustment 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 to consider whether for any reason whatsoever the adjustment to be made (or the absence of an adjustment) or the adjustment to be made in accordance with the provisions of this Condition 5 is appropriate or inappropriate, as the case may be, and, if such Approved Bank shall consider the adjustment to be inappropriate, the adjustment shall be modified or nullified or an adjustment made instead of no adjustment in such manner as shall be considered by such Approved Bank to be in its opinion appropriate.

- (g) Whenever there is an adjustment as herein provided, the Company shall give notice to Warrantheolders in accordance with Condition 12 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 number of Warrants and the effective date of such adjustment and shall at all times thereafter so long as any of the Warrants remains exercisable make available for inspection at 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 Exercise Price and/or number of Warrants and the effective date of such adjustment and shall, on request, send a copy thereof to any Warrantheolder. Whenever an adjustment involves an increase in the number of Warrants, the Company will, as soon as practicable but not later than five Market Days after the effective date of such adjustment, despatch by ordinary post Warrant Certificates for the additional number of Warrants issued to each Warrantheolder, at the risk and expense of that Warrantheolder, at his address appearing in the Register or, in respect of Warrants registered in the name of the Depository, to the Depository.
- (h) If the Directors, the Approved Bank and the Auditors are unable to agree upon any adjustment required under these provisions the Directors shall refer the adjustment to the decision of another Approved Bank acting as expert and not as arbitrator and whose decision as to such adjustment shall be final and conclusive and no certification by the Auditors shall in such circumstances be necessary.
- (i) Notwithstanding anything herein contained:-
 - (i) nothing shall prevent or restrict the buy-back of Shares pursuant to applicable law and the requirements of the SGX-ST;
 - (ii) no approval or consent of the Warrantheolders shall be required for such buy-back of Shares; and
 - (iii) there shall be no adjustments to the Exercise Price and number of Warrants by reason of such buy-back of any Shares.
- (j) If the Company shall in any way modify the rights attached to any share or loan capital so as to convert or make convertible such share or loan capital into, or attach thereto any rights to acquire or subscribe for Shares, the Company shall appoint an Approved Bank to consider whether any adjustment is appropriate and if such Approved Bank and the Directors shall determine that any adjustment is appropriate, the Exercise Price and/or the number of Warrants shall be adjusted accordingly.
- (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 Instrument, and shall be issued subject to and with the benefit of the Instrument 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 Auditors and the Approved Bank shall be deemed to be acting as experts and not as arbitrators and in the absence of manifest error, their 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 and agreed to by the Company, the Auditors and the Approved Bank.
- (n) Pursuant to Rule 830 of the Listing Manual of the SGX-ST, any adjustment to the Exercise Price and/or the number of Warrants in accordance with the provisions of this Condition 5 will be announced by the Company through SGXNET.

6. **Status of New Shares**

Shares allotted and issued upon exercise of the Warrants shall be fully paid and shall rank *pari passu* in all respects with the then existing Shares of the Company save for any dividends, rights, allotments or other distributions that may be declared or paid, the Record Date for which is before the relevant date of exercise 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 (or such other time as may have been notified by the Company) on which Members must be registered or the Securities Accounts of Shareholders must be credited with Shares in order to participate in such dividends, rights, allotments or other distributions.

7. **Winding-Up of the Company**

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

- (a) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the Warranholders, or some person designated by them for such purpose by Extraordinary Resolution (as defined in the Instrument) shall be a party, and which shall have been approved or assented to by way of Extraordinary Resolution, the terms of such scheme of arrangement shall be binding on all the Warranholders and all persons having an interest in the Warrants; and
- (b) in any other case every Warranholder shall be entitled upon and subject to the Conditions at any time within six weeks after the passing of such resolution for a members' voluntary winding-up of the Company by irrevocable surrender of his Warrant Certificate(s) to the Company with the Exercise Notice(s) duly completed, together with payment of the relevant Exercise Price, to elect to be treated as if he had immediately prior to the commencement of such winding-up exercised the Warrants to the extent specified in the Exercise Notice(s) and had on such date been the holder of the Shares to which he would have become entitled pursuant to such exercise and the liquidator of the Company shall give effect to such election accordingly. The Company shall give notice to the Warranholders in accordance with Condition 12 of the passing of any such resolution within seven days after the passing thereof.

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

8. **Further Issues**

Subject to the 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.

9. Transfer of Warrants

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

- (a) lodgement during normal business hours of the relevant Warrant Certificate(s) registered in the name of the Warrantholder at the specified office of the Warrant Agent together with an instrument of transfer in respect thereof (the “**Transfer Form**”), in any usual or common form or such other form as may be approved by the Directors, duly completed and signed by or on behalf of the Warrantholder and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty, provided that the Company and the Warrant Agent may dispense with requiring the Depository to sign as transferee any Transfer Form for the transfer of Warrants to it;
- (b) 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 Warrantholder;
- (c) the payment of the registration fee of S\$2.00 (or such other amount as may be determined by the Directors) (subject to goods and services tax at the prevailing rate) for every Warrant Certificate issued; and
- (d) 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.

If the Transfer Form has not been fully or correctly completed by the Warrantholder or the full amount of the fees and expenses due to the Warrant Agent has not been paid to the Warrant Agent, the Warrant Agent shall return such Transfer Form to the Warrantholder accompanied by written notice of the omission(s) or error(s) and requesting the Warrantholder to complete and/or amend the Transfer Form and/or to make the requisite payment.

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

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

Where the transfer relates to part only (but not all) of the Warrants represented by a Warrant Certificate, the Company shall deliver or cause to be delivered to the transferring Warrantholder at the cost of the transferring Warrantholder a Warrant Certificate in the name of the transferring Warrantholder in respect of any Warrants not transferred.

Each Warrantholder shall be deemed to remain the registered holder of the Warrants registered in his name until the name of the transferee is entered in the Register of Warrantholders by the Warrant Agent or the Depository Register by the Depository, as the case may be.

The executors or administrators of a deceased registered Warrantholder (not being one of several joint holders) where such executors or administrators are entered into the Depository Register and, in the case of the death of one or more of several registered joint holders, the survivor or survivors of such joint holders shall be the only persons recognised by the Company and the Warrant Agent as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall, on producing to the Warrant Agent such evidence as may be reasonably required by the Warrant Agent to prove their title and on payment of such fees and expenses referred to in this Condition 9, be entitled to be registered as a Warrantholder or to make such transfer as the deceased Warrantholder could have made.

With respect to the Warrants registered in the name of the Depository, any transfer of such Warrants shall be effected subject to and in accordance with these terms and conditions, applicable law and the rules of the Depository as amended from time to time and where Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by the Depository by way of book-entry. A Depositor shall be deemed to remain a Warrantholder of the Warrants until the name of the transferee is entered in the Depository Register by the Depository.

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) (subject to goods and services tax at the prevailing rate) 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.

11. **Meetings of Warrantholders and Modification**

(a) The Instrument contains provisions for convening meetings of the Warrantholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Instrument) of a modification of the Warrants or the Instrument. Such a meeting may be convened by the Company or by Warrantholders holding not less than 20 per cent. of the Warrants for the time being remaining unexercised (as defined in the Instrument). The quorum at any such meeting for passing an Extraordinary Resolution shall be two or more persons holding or representing over 50 per cent. of the Warrants for the time being unexercised, or at any adjourned meeting two or more persons being or representing Warrantholders 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 Instrument (including cancelling the subscription rights constituted by the Warrants or changing the Exercise Period or the Exercise Price (other than an adjustment of the Exercise Price pursuant to Condition 5)), the necessary quorum for passing an Extraordinary Resolution shall be two or more persons holding or representing not less than 75 per cent., or at any adjournment of such meeting, over 50 per cent. of the Warrants for the time being remaining unexercised. An Extraordinary Resolution duly passed at any meeting of Warrantholders shall be binding on all Warrantholders, 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 lodgement, confer the right to attend or vote at, or join in convening, or be counted in the quorum for any meeting of Warrantholders.

- (b) The Company may, without the consent of the Warrantheolders but in accordance with the terms and conditions of the Warrants, effect any modification to the terms of the Warrants or the Instrument which, in the opinion of the Company, (i) is not materially prejudicial to the interests of the Warrantheolders or (ii) is of a formal, technical or minor nature or to correct a manifest error or to comply with mandatory provisions of Singapore law; and/or (iii) is to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of Shares arising from the exercise thereof or meetings of the Warrantheolders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the Main Board of the SGX-ST, provided that such modification is not materially prejudicial to the interests of the Warrantheolders. Any such modification shall be binding on the Warrantheolders and shall be notified to them in accordance with Condition 12 as soon as practicable thereafter.
- (c) Any alteration to the terms and conditions of the Warrants after the issue thereof must be approved by the SGX-ST, except where the alterations are made pursuant to the terms and conditions of the Warrants.
- (d) Without prejudice to any other provisions herein, any material alteration to the terms and conditions of the Warrants after the issue thereof to the advantage of the Warrantheolders and prejudicial to the shareholders of the Company must be approved by the shareholders in general meeting, except where the alterations are made pursuant to the terms and conditions of the Warrants.

12. Notices

- (a) All notices to Warrantheolders will be valid if published in a daily English language newspaper of general circulation in Singapore. If at any time publication in such newspaper is not practicable, notices will 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.
- (b) The Company shall, not later than one month before the Expiration Date, announce the Expiration Date through SGXNET and give notice of the Expiration Date to the Warrantheolders in accordance with this Condition 12. The Company shall also, not later than one month before the Expiration Date, take reasonable steps to notify the Warrantheolders in writing of the Expiration Date and such notice shall be delivered by post to the addresses of the Warrantheolders as recorded in the Register or, in the case of Warrantheolders whose Warrants are registered in the name of the Depository, their addresses as shown in the records of the Depository. Proof of posting or despatch of any notice shall be deemed to be proof of receipt on the next Business Day after posting.

13. Warrant Agent Not Acting for Warrantheolders

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

14. Exclusion of Equities

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

15. **Contracts (Rights of Third Parties) Act**

The Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore shall not under any circumstances apply to these Conditions and any person who is not a party to these Conditions (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in these Conditions), other than a Warrantholder, shall have no right whatsoever under the said Act to enforce these Conditions or any of its terms.

16. **Governing Law**

- (a) The Instrument and the Warrants are governed by, and shall be construed in accordance with, the laws of Singapore.
- (b) The courts of Singapore are to have jurisdiction to settle any disputes which may arise out of or in connection with the Instrument and the Warrants and accordingly, any legal action or proceedings arising out of or in connection with the Instrument and the Warrants (“**Proceedings**”) may be brought in such courts. The Company irrevocably submits to the non-exclusive jurisdiction of such courts for all purposes of or in connection with the Instrument and the Warrants, and waives any objections to 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 Warrantholders is drawn to Rule 14.1 of The Singapore Code on Take-overs and Mergers and sections 139 and 140 of the Securities and Futures Act (Chapter 289) of Singapore. In general terms, these provisions regulate the acquisition of effective control of public companies. Warrantholders should consider the implications of these provisions before they exercise their respective Warrants. In particular, a Warrantholder should note that he may be under an obligation to extend a take-over offer for the Company if:-
 - (a) he intends to acquire, by exercise of the Warrants or otherwise, whether at one time or different times, Shares which (together with Shares owned or acquired by him or persons acting in concert with him) carry 30 per cent. or more of the voting rights of the Company; or
 - (b) he together with persons acting in concert, holds not less than 30 per cent. but not more than 50 per cent. of the voting rights of the Company and either alone or together with persons acting in concert, intends to acquire additional Shares by the exercise of the Warrants or otherwise in any period of six months, increasing such percentage of the voting rights by more than one per cent.
- (2) The attention of Warrantholders is drawn to Condition 3(b) of the Warrants relating to the expiry of the Exercise Period for the exercise of the Warrants.
- (3) A Warrantholder who, after exercise of this Warrant, has an interest in not less than five per cent. of the aggregate of the number of the voting shares in the Company or (if he already holds not less than five per cent. in the manner as aforesaid) increases his percentage shareholding in the Company, so as to result in his aggregate percentage shareholding in the Company crossing the next discrete whole number, is under an obligation to (a) notify the Company of his interest in the manner set out in sections 82 and 83 of the Companies Act (Chapter 50) of Singapore; and (b) notify the SGX-ST of his interest in the manner set out in section 137 of the Securities and Futures Act (Chapter 289) of Singapore.

Registrar and Warrant Agent

Boardroom Corporate & Advisory Services Pte. Ltd.
3 Church Street
#08-01 Samsung Hub
Singapore 049483

PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

Entitled Depositors are entitled to receive this Offer Information Statement and the WEWAF which forms part of this Offer Information Statement.

The provisional allotments of Warrants are governed by the terms and conditions of this Offer Information Statement, (if applicable) the Memorandum and Articles of Association of the Company and the instructions contained in the enclosed WEWAF. The number of Warrants provisionally allotted to each Entitled Depositor is indicated in the WEWAF (fractional entitlements, if any, having been disregarded). The Securities Accounts of Entitled Depositors have been credited by CDP with provisional allotments of Warrants as indicated in the WEWAF. Entitled Depositors may accept their provisional allotments of Warrants in whole or in part. Full instructions for the acceptance of and payment for the provisional allotments of Warrants are set out in the Offer Information Statement as well as the WEWAF.

If an Entitled Depositor wishes to accept his provisional allotment of Warrants specified in the WEWAF, in full or in part, and (if applicable) apply for excess Warrants in addition to the Warrants which have been provisionally allotted to him, he may do so by completing the relevant portions of the WEWAF or by way of an Electronic Application. An Entitled Depositor should ensure that the WEWAF is accurately and correctly completed, failing which the acceptance of his provisional allotment of Warrants and (if applicable) application for excess Warrants may be rejected.

Where any acceptance and/or application does not conform strictly to the instructions set out under the Offer Information Statement, the WEWAF, the WAF and/or any other application form for Warrants and/or excess Warrants in relation to the Warrants Issue, or is illegible, incomplete, incorrectly completed or which is accompanied by an improperly or insufficiently drawn remittance, or does not comply with the instructions for Electronic Applications or where the “Free Balance” of your Securities Account is not credited with, or is credited with less than the relevant number of Warrants subscribed as at the last date and time for acceptance, excess application and payment for the Warrants, the Company and CDP may, at their absolute discretion, reject or treat as invalid any such application, payment or other processes of remittances at any time after receipt in such manner as they may deem fit.

The Company and CDP shall be entitled to process each application submitted for the acceptance of Warrants and where applicable, application of excess Warrants in relation to the Warrants Issue and the payment received in relation thereto, pursuant to such application, by an Entitled Depositor, on its own, without regard to any other application and payment that may be submitted by the same Entitled Depositor. 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 acceptance and (if applicable) application for excess Warrants.

CPF Board has no objection to those members under its CPF investment scheme using their CPF ordinary account savings to pay for the Exercise Price of the Warrants to subscribe for New Shares, so long as the Warrants are allotted to them based on their shareholdings under the CPF investment scheme. CPF savings may not, however, be used to pay for the acceptance of the provisional allotments of Warrants, purchase of the provisional allotments of Warrants, the subscription of Warrants (including by way of application for excess Warrants) under the Warrants Issue or the purchase of the Warrants directly from the market.

Unless expressly provided to the contrary in this Offer Information Statement, the WEWAF or WAF 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 WEWAF or WAF 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.

An Entitled Depositor may accept his provisional allotment of Warrants specified in his WEWAF and (if applicable) apply for excess Warrants either through CDP or by way of Electronic Application through an ATM of a Participating Bank as described below.

(a) Acceptance/Application through CDP

To accept the provisional allotment of Warrants and (if applicable) apply for excess Warrants through CDP, the duly completed WEWAF, must be accompanied by **A SINGLE REMITTANCE** for payment in full for the relevant number of Warrants accepted and (if applicable) excess Warrants applied for and submitted by hand to **KSH HOLDINGS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 4 SHENTON WAY, #02-01, SGX CENTRE 2, SINGAPORE 068807** or by post in the self-addressed envelope provided, at the sender's own risk, to **KSH HOLDINGS 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 30 March 2009** (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 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 – KSH WARRANTS ISSUE ACCOUNT"** for the Warrants 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. **NO COMBINED BANKER'S DRAFT OR CASHIER'S ORDER FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER FORM OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

(b) Acceptance/Application by way of Electronic Application through an ATM of a Participating Bank

Instructions for Electronic Applications through ATMs to accept the Warrants provisionally allotted or (if applicable) to apply for excess Warrants will appear on the ATM screens of the respective Participating Banks. Please refer to Appendix D for the additional terms and conditions for Electronic Application through an ATM of a Participating Bank.

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

- (i) complete the WEWAF for the number of Warrants provisionally allotted which he wishes to accept and submit the WEWAF together with payment in the prescribed manner as described above to CDP; or
- (ii) accept and subscribe for that part of his provisional allotment of Warrants by way of Electronic Application in the prescribed manner.

The balance of his provisional allotment of 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 Warrants on the SGX-ST during the provisional allotment trading period should note that the provisional allotments of Warrants will be tradeable in board lots, each board lot comprising provisional allotments of 1,000 Warrants, as the case may be, or any other board lot size which the SGX-ST may require. Such Entitled Depositors may start trading in their provisional allotments of Warrants as soon as dealings therein commence on the SGX-ST.

The WEWAFs need not be forwarded to the purchasers of the provisional allotments of Warrants (“**Purchasers**”) as arrangements will be made by CDP for separate WAFs to be issued to the Purchasers whose mailing addresses maintained with CDP are in Singapore. Purchasers should note that CDP will, on behalf of the Company, send the WAFs, accompanied by this Offer Information Statement, **BY ORDINARY POST AND AT THE PURCHASERS’ OWN RISK**, to their respective Singapore addresses as recorded with CDP. Purchasers should ensure that their WAFs are accurately and correctly completed, failing which the acceptances of the provisional allotment of Warrants may be rejected. Purchasers who do not receive the WAFs accompanied by this Offer Information Statement may obtain the WAFs accompanied by this Offer Information Statement from CDP or the Warrant Agent for the period up to **5.00 p.m. on 30 March 2009** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

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

Purchasers should inform their finance companies/Depository Agents if their purchases of such provisional allotments are settled through these intermediaries. In such instances, if the Purchasers wish to accept the Warrants represented by the provisional allotments purchased, they will need to go through these intermediaries, who will then subscribe for the Warrants on their behalf.

As an illustration, if an Entitled Depositor has 4,000 Shares standing to the credit of his Securities Account as at the Books Closure Date, the Entitled Depositor will be provisionally allotted 4,000 Warrants as set out in his WEWAF. 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 Warrants and (if applicable) apply for excess Warrants	To accept the provisional allotments of 4,000 Warrants:- (i) By way of Electronic Application. Accept his entire provisional allotment of 4,000 Warrants and (if applicable) apply for excess 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 30 March 2009 (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

Alternatives	Procedures to be taken
<p>(b) Accept a portion of his provisional allotment of Warrants, for example his entitlement to 1,000 provisionally allotted Warrants, and reject the balance</p>	<p>(ii) Through CDP. Complete and sign the WEWAF in accordance with the instructions contained therein for the full provisional allotment of 4,000 Warrants and (if applicable) the number of excess Warrants applied for and forward the WEWAF together with a single remittance for S\$40.00 (or, if applicable, such higher amount in respect of the total number of Warrants accepted and excess Warrants applied for) by way of a Banker's Draft or Cashier's Order drawn in Singapore currency on a bank in Singapore and made payable to "CDP – KSH WARRANTS ISSUE ACCOUNT" for the Warrants and crossed "NOT NEGOTIABLE, A/C PAYEE ONLY" for the full amount due on acceptance, by hand to KSH HOLDINGS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 4 SHENTON WAY, #02-01, SGX CENTRE 2, SINGAPORE 068807 or by post, at his own risk, in the self-addressed envelope provided to KSH HOLDINGS 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 30 March 2009 (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. NO COMBINED BANKER'S DRAFT OR CASHIER'S ORDER FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER MODE OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.</p> <p>To accept the provisional allotments of 1,000 Warrants out of the provisional allotments of 4,000 Warrants:-</p> <p>(i) By way of Electronic Application. Accept the relevant portion of his provisional allotment of 1,000 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 30 March 2009 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or</p> <p>(ii) Through CDP. Complete and sign the WEWAF in accordance with the instructions contained therein for the acceptance of his provisional allotment of 1,000 Warrants and forward the WEWAF together with a single remittance for S\$10.00 in the prescribed manner described in alternative (a)(ii) above to CDP so as to arrive not later than 5.00 p.m. on 30 March 2009 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).</p>

Alternatives	Procedures to be taken
<p>(c) Accept a portion of his provisional allotment of Warrants, for example his entitlement to 1,000 provisionally allotted Warrants, not apply for excess Warrants, and trade the balance on the SGX-ST</p>	<p>The balance of the provisional allotment of 3,000 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 30 March 2009 (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 if an acceptance is not made through CDP by 5.00 p.m. on 30 March 2009 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).</p> <p>To accept the provisional allotment of 1,000 Warrants out of the provisional allotment of 4,000 Warrants:-</p> <p>(i) By way of Electronic Application. Accept the relevant portion of his provisional allotment of 1,000 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 30 March 2009 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or</p> <p>(ii) Through CDP. Complete and sign the WEWAF in accordance with the instructions contained therein for the provisional allotment of 1,000 Warrants, and forward the WEWAF together with a single remittance for S\$10.00 in the prescribed manner described in alternative (a)(ii) above to CDP, so as to arrive not later than 5.00 p.m. on 30 March 2009 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).</p> <p>The balance of the provisional allotment of 3,000 Warrants may be traded on the SGX-ST during the provisional allotment trading period. Entitled Depositors should note that the provisional allotment of Warrants will be tradeable in the ready market, with each board lot comprising provisional allotment of 1,000 Warrants, or any other board lot size which the SGX-ST may require during the provisional allotment trading period. 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.</p>

THE LAST TIME AND DATE FOR ACCEPTANCES AND (IF APPLICABLE) EXCESS APPLICATIONS AND PAYMENT FOR THE WARRANTS UNDER THE WARRANTS ISSUE IS:-

- (A) 9.30 P.M. ON 30 MARCH 2009 (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 WARRANTS IS MADE THROUGH AN ATM OF A PARTICIPATING BANK; OR**

(B) 5.00 P.M. ON 30 MARCH 2009 (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 WARRANTS IS MADE THROUGH CDP.

If acceptance and payment for the Warrants in the prescribed manner as set out in the WEWAF or WAF (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 30 March 2009** (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 30 March 2009** (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 Warrants shall be deemed to have been declined and shall forthwith lapse and become void, and such provisional allotments not so accepted will be used to satisfy excess applications, if any, or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit. All monies received in connection therewith will be returned by CDP 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, within fourteen (14) days after the Closing Date by ordinary post or in such other manner as the Entitled Depositors or the Purchasers may have agreed with CDP for the payment of any cash distributions (where acceptance is through CDP) or by crediting their accounts with the relevant Participating Banks (where acceptance is through Electronic Application at the ATMs) and at the Entitled Depositors' or the Purchasers' own risk.

If any Entitled Depositor or Purchaser is in any doubt as to the action he should take, he should consult his stockbroker, bank manager, solicitor, accountant or other professional advisers immediately.

An Entitled Depositor should note that:-

- (a) by accepting all or part of his provisional allotment of Warrants and/or applying for excess Warrants, he acknowledges that, in the case where:-
 - (i) the amount of remittance (if any) payable to the Company as per the instructions received by CDP whether under the WEWAF, the WAF and/or in any other application form for the Warrants, differs from the amount actually received by CDP, or
 - (ii) the amount as stated in sections (A) and (B) in the WEWAF, the WAF and/or in any other application form for the Warrants differs from the amount received by CDP, or otherwise payable by him in respect of his acceptance of the Warrants and (if applicable) in respect of his application for the excess Warrants,

the Company and/or CDP shall be entitled to determine and appropriate all amounts received by CDP on the Company's behalf for each application on its own whether under the WEWAF, the WAF and/or any other application form for the Warrants as follows: firstly, towards payment of all amounts payable in respect of his acceptance of the Warrants; and secondly, (if applicable) towards payment of all amounts payable in respect of his application for excess Warrants. The determination and appropriation by the Company and/or CDP shall be conclusive and binding; and

- (b) in the event that the Entitled Depositor accepts the Warrants by way of the WEWAF and/or the WAF and/or has applied for excess Warrants by way of the WEWAF and also by way of an Electronic Application, the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP may, in their absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor shall be regarded as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the WEWAF, the WAF and/or any other acceptance and/or application for Warrants (including an Electronic Application) in whichever mode or combination as the Company and/or CDP may, in their absolute discretion, deem fit.

The excess Warrants are available for application subject to the terms and conditions contained in the WEWAF, this Offer Information Statement and the Memorandum and Articles of Association of the Company. Applications for excess Warrants will, at the Directors' absolute discretion, be satisfied from such Warrants as are not validly taken up by Entitled Depositors, the original allottee(s) or their respective

renouncee(s) or the Purchaser(s) of the provisional allotments (together with the aggregated fractional entitlements and any unsold "nil-paid" provisional allotment of Warrants of Foreign Shareholders and any Warrants that are otherwise not allotted for whatever reason) in accordance with the terms and conditions contained in the WEWAF, this Offer Information Statement and the Memorandum and Articles of Association of the Company. In the event that applications are received by the Company for more excess Warrants than are available, the excess Warrants available will be allotted in such manner as the Directors may, in their absolute discretion, deem fit provided that in the allotment of any excess Warrants, preference shall be given to rounding of odd lots and that the Directors and Substantial Shareholders shall rank last in priority in the allotment of any excess Warrants. The Company reserves the right to refuse any application for excess Warrants in whole or in part without assigning any reason whatsoever therefor. In the event the number of excess Warrants allotted to the Entitled Depositor is less than the number of excess Warrants applied for, the Entitled Depositor shall be deemed to have accepted the number of Warrants actually allotted to him. CDP takes no responsibility for any decision that the Directors may make.

If no excess Warrants are allotted or if the number of excess Warrants allotted is less than that applied for, the amount paid on application or the surplus application monies, as the case may be, will be refunded to such Entitled Depositors without interest or any share of revenue or other benefit arising therefrom within fourteen (14) days after the Closing Date, by crediting their accounts with the relevant Participating Banks at their own risk (if they accept by way of an Electronic Application), the receipt by such bank being a good discharge to the Company, the Manager and CDP for their obligations, if any, thereunder, or by means of a crossed cheque drawn on a bank in Singapore and sent to them by ORDINARY POST and at their own risk or in such other manner as the Entitled Depositors may have agreed with CDP for the payment of any cash distributions (if they accept through CDP).

It should be particularly noted that unless:-

- (i) acceptance of the provisional allotment of 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 Warrants is effected by **9.30 p.m. on 30 March 2009** (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
- (ii) acceptance of the provisional allotment of Warrants and payment in Singapore currency by Banker's Draft or Cashier's Order drawn on a bank in Singapore and made payable to "**CDP – KSH WARRANTS ISSUE ACCOUNT**" for the Warrants and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" for the full amount due on acceptance and 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 is submitted by hand to **KSH HOLDINGS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 4 SHENTON WAY, #02-01, SGX CENTRE 2, SINGAPORE 068807** or by post in the self-addressed envelope provided, at the sender's own risk, to **KSH HOLDINGS LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE P.O. BOX 1597, SINGAPORE 903147 by 5.00 p.m. on 30 March 2009** (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 Warrants will be deemed to have been declined and shall forthwith lapse and become void.

All monies received in connection therewith will be returned to the Entitled Depositors or the Purchasers (as the case may be) without interest or share of revenue or other benefit arising therefrom by means of a crossed cheque drawn on a bank in Singapore and sent BY ORDINARY POST at the Entitled Depositors' or the Purchasers' risk or in such other manner as the Entitled Depositors or the Purchasers may have agreed with CDP for the payment of any cash distributions (where acceptance is through CDP) or by crediting their accounts with the relevant Participating Banks (where acceptance is through Electronic Application at the ATMs), and at the Entitled Depositors' or the Purchasers' (as the case may be) own risk within fourteen (14) days after the Closing Date.

ACCEPTANCES ACCOMPANIED BY ANY OTHER FORM 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.

PROCEDURES FOR ACCEPTANCE, PAYMENT, SPLITTING, RENUNCIATION AND EXCESS APPLICATION BY ENTITLED SCRIPHOLDERS

Acceptances of the provisional allotments of and any excess application for the 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 with, and form part of this Offer Information Statement:-

Renounceable PAL incorporating:-

Form of Acceptance	Form A
Request for Splitting	Form B
Form of Renunciation	Form C
Form of Nomination	Form D
Excess Warrants Application Form	Form E

The provisional allotment of the Warrants and application for excess Warrants are governed by the terms and conditions of this Offer Information Statement, (if applicable) the Memorandum and Articles of Association of the Company and the PAL. The PAL shows the number of Warrants, which Entitled Scripholders have been provisionally allotted (fractional entitlements, if any, having been disregarded) and contains full instructions with regard to acceptance and payment and the procedures to be followed should such Entitled Scripholders wish to renounce, transfer or split all or any part of their provisional allotment pursuant to the Warrants Issue. Entitled Scripholders may accept their provisional allotments of Warrants in whole or in part, and are eligible to apply for Warrants in excess of their entitlements under the Warrants Issue.

The full amount payable for the relevant number of Warrants accepted/applied for will be rounded up to the nearest whole cent, if applicable.

Where any acceptance and/or application does not conform strictly to the instructions set out under the Offer Information Statement, the PAL and/or any other application form for Warrants and/or excess Warrants in relation to the Warrants Issue, or 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, payment or other processes of 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 Warrants and where applicable, application of excess Warrants in relation to the Warrants Issue and the payment received in relation thereto, pursuant to such application, by an Entitled Scripholder, on its own, without regard to any other application and payment that may be submitted by the same Entitled Scripholder. For the avoidance of doubt, insufficient payment for an application may render the application invalid; evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid acceptance and (if applicable) application for excess Warrants.

Unless expressly provided to the contrary in this Offer Information Statement and/or the PAL, a person who is not a party to any contract made pursuant to this Offer Information Statement and/or the PAL has no rights under the 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.

Entitled Scripholders who wish to accept their entire provisional allotments of Warrants or to accept any part of it and decline the balance, should complete Form A of the PAL for the number of Warrants which they wish to accept and forward the PAL in its entirety, duly completed and signed, together with the remittance in the prescribed manner to **KSH HOLDINGS LIMITED, C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., AT 3 CHURCH STREET #08-01 SAMSUNG HUB SINGAPORE 049483**, in the self-addressed envelope provided so as to reach the Share Registrar not later than **5.00 p.m. on 30 March 2009** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

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

Entitled Scripholders who wish to accept part of their provisional allotments of Warrants and renounce the balance, or who wish to renounce all or part of their provisional allotments of Warrants in favour of more than one person, should first, using Form B of the PAL, request to have their provisional allotments of Warrants under the PAL split into separate PALs ("**Split Letters**") according to their requirements. The duly completed and signed Form B together with the PAL, in its entirety, should be returned to **KSH HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., AT 3 CHURCH STREET #08-01 SAMSUNG HUB SINGAPORE 049483**, so as to arrive not later than **5.00 p.m. on 30 March 2009** (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 the Entitled Scripholders in accordance with their request. No Split Letters will be issued to the Entitled Scripholders if Form B (together with the whole of the PAL) is received after **5.00 p.m. on 25 March 2009** (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 Warrants which Entitled Scripholders intend to renounce, may be renounced by completing Form C before delivery to the renounee(s). Entitled Scripholders should complete Form A of the Split Letters representing that part of their provisional allotments of Warrants they intend to accept, if any, and forward the said Split Letters together with the remittance for the payment in the manner hereinafter prescribed to **KSH HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., AT 3 CHURCH STREET #08-01 SAMSUNG HUB SINGAPORE 049483**, so as to arrive not later than **5.00 p.m. on 25 March 2009** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

Entitled Scripholders who wish to renounce their entire provisional allotment of Warrants, or to renounce any part of it and decline the balance, should complete Form C in respect of the number of Warrants he intends to renounce and deliver the PAL in its entirety to the renounee(s) as soon as possible.

Unless acceptance and payment in the form of a remittance in Singapore currency for the full amount due on acceptance in relation to PALs in the form of a Banker's Draft or a Cashier's Order drawn on a bank in Singapore and made payable to "**KSH HOLDINGS LIMITED WARRANTS ISSUE ACCOUNT**", and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" and with the name and address of the accepting party clearly written in block letters on the reverse side of the remittance is received by **KSH HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., AT 3 CHURCH STREET #08-01 SAMSUNG HUB SINGAPORE 049483**, so as to reach the Share Registrar not later than **5.00 p.m. on 30 March 2009** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), the provisional allotments of the Warrants will be deemed to have been declined and shall forthwith lapse and cease to be capable of acceptance by the Entitled Scripholder. Such provisional allotments of Warrants not accepted will be allotted to satisfy excess applications or disposed of in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company, provided that in the allotment of any excess Warrants, preference shall be given to rounding of odd lots and Directors and Substantial Shareholders shall rank last in priority in the allotment of any excess Warrants. The Company will return all unsuccessful application monies received in connection therewith to Entitled Scripholders 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 other benefit arising therefrom within fourteen (14) days from the Closing Date at their own risk. **APPLICATIONS ACCOMPANIED BY ANY OTHER FORM 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.**

Entitled Scripholders who wish to apply for excess Warrants in addition to those which have been provisionally allotted to them may do so by completing Form E and forwarding it with a SEPARATE REMITTANCE for the full amount payable in respect of the excess Warrants applied for in the form and manner set out above to **KSH HOLDINGS LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., AT 3 CHURCH STREET #08-01 SAMSUNG HUB SINGAPORE 049483.** so as to arrive not later than **5.00 p.m. on 30 March 2009** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) at your own risk. **APPLICATIONS ACCOMPANIED BY ANY OTHER FORM 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.**

Applications for excess Warrants by the Entitled Scripholders are subject to the terms and conditions contained in the PAL, Form E, this Offer Information Statement and (if applicable) the Memorandum and Articles of Association of the Company. Applications for excess Warrants will, at the Directors' absolute discretion, be satisfied from such Warrants as are not validly taken up, the unsold "nil-paid" provisional Warrants allotments (if any) of Foreign Shareholders, together with those from the aggregated fractional entitlements and any warrants that are otherwise not allotted for any reason in accordance with the terms and conditions contained in the PAL, Form E, this Offer Information Statement and (if applicable) the Memorandum and Articles of Association of the Company. In the event that applications are received by the Company for more excess Warrants than are available, the excess Warrants available will be allotted in such manner as the Directors in their absolute discretion deem fit, provided that in the allotment of any excess Warrants, preference shall be given to rounding of odd lots and Directors and Substantial Shareholders shall rank last in priority in the allotment of any excess Warrants. The Company reserves the right to allot the excess Warrants applied for under the Excess Warrants Application Form in any manner they deem fit and to reject or to refuse, in whole or in part, any application for excess Warrants without giving any reason whatsoever therefor.

If no excess Warrants are allotted to Entitled Scripholders or if the number of excess Warrants allotted to them is less than that applied for, the amount paid on application for excess Warrants or the surplus of the application monies for excess Warrants received by the Company (as the case may be) will be returned to such Entitled Scripholders **BY ORDINARY POST** and at their own risk without interest or share of revenue or other benefit arising therefrom within fourteen (14) days after the Closing Date.

No acknowledgements or receipts will be issued in respect of any acceptances, remittances or applications.

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 advisers immediately.

Upon listing and quotation on the Official List of the SGX-ST, the Warrants, when issued, will be traded under the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) of the Warrants effected through the SGX-ST and/or CDP shall be made in accordance with CDP's "Terms and Conditions for Operation of Securities Accounts with The Central Depository (Pte) Limited", as the same may be amended from time to time. Copies of the above are available from CDP.

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

and have their Warrants 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 certificates for the Warrants allotted to them and, if applicable, the excess Warrants allotted to them. Such physical certificates, if issued, will be forwarded to them by ordinary post at their own risk, but will not be valid for delivery pursuant to trades done on the SGX-ST 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 PAL is different from his address registered with CDP, he must inform CDP of his updated address promptly, failing which the notification letter on successful allotments will be sent to his address last registered with CDP.

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

THE FINAL TIME AND DATE FOR ACCEPTANCE, EXCESS APPLICATION AND PAYMENT FOR THE WARRANTS IS 5.00 P.M. ON 30 MARCH 2009 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY).

ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK

The procedures for Electronic Applications at ATMs of the Participating Banks are set out on the ATM screens of the relevant Participating Banks (the “**Steps**”). Please read carefully the terms and conditions of this Offer Information Statement, the Steps and the terms and conditions for Electronic Applications set out below before making an Electronic Application. An ATM card issued by one Participating Bank cannot be used to accept provisional allotments of, and (if applicable) apply for excess 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 Warrants or who applies for the Warrants through an ATM of the Participating Banks (as the case may be). An Applicant must have an existing bank account with and be an ATM cardholder of one of the Participating Banks before he can make an Electronic Application at the ATM of that Participating Bank. The actions that the Applicant must take at ATMs of the Participating Banks are set out on the ATM screens of the relevant Participating Banks. Upon the completion of his Electronic Application transaction, the Applicant will receive an ATM transaction slip (“**Transaction Record**”), confirming the details of his Electronic Application. The Transaction Record is for retention by the Applicant and should not be submitted with any WEWAF/WAF.

An Applicant, including one who has a joint bank account with a Participating Bank, must ensure that he enters his own Securities Account number when using the ATM Card issued to him in his own name. Using his own Securities Account number with an ATM Card which is not issued to him in his own name will render his acceptance or (as the case may be) application liable to be rejected.

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 Warrants, the Applicant is required to confirm statements to the following effect in the course of activating the ATM for his Electronic Application:-
 - (a) **that he has received a copy of this Offer Information Statement and has read, understood and agreed to all the terms and conditions of acceptance and (as the case may be) application for the Warrants under the Warrants Issue and this Offer Information Statement prior to effecting the Electronic Application and agrees to be bound by the same; and**
 - (b) **that he consents to the disclosure of his name, NRIC/passport number, address, nationality, CDP Securities Account number, CPF Investment Account number and application details (the “Relevant Particulars”) from his account with that Participating Bank to the Share Registrar, the Warrant Agent, Securities Clearing & Computer Services (Pte) Ltd, CDP, CPF, the SGX-ST, the Company and the Manager (the “Relevant Parties”).**

His application will not be successfully completed and cannot be recorded as a completed transaction in the ATM unless he presses the “Enter” or “OK” or “Confirm” or “Yes” key (as the case may be). By doing so, the Applicant shall be treated as signifying his confirmation of each of the two statements above. In respect of statement 1(b) above, his confirmation, by pressing the “Enter” or “OK” or “Confirm” or “Yes” key (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 to the Relevant Parties.

- (2) An Applicant may make an Electronic Application at an ATM of any Participating Bank for the Warrants using cash only by authorising such Participating Bank to deduct the full amount payable from his account with such Participating Bank.
- (3) The Applicant irrevocably agrees and undertakes to subscribe for and to accept up to the aggregate of the number of Warrants provisionally allotted and excess Warrants applied for as stated on the Transaction Record. In the event that the Company decides to allot any lesser number of excess Warrants or not to allot any number of excess Warrants to the Applicant, the Applicant agrees to accept the decision as final.
- (4) If the Applicant's Electronic Application is successful, his confirmation (by his action of pressing the "Enter" or "OK" or "Confirm" or "Yes" key (as the case may be) on the ATM) of the number of Warrants accepted and/or excess Warrants applied for shall signify and shall be treated as his acceptance of the number of Warrants accepted and/or excess Warrants applied for that may be allotted to him.
- (5) In the event that the Applicant accepts the Warrants both by way of WEWAF and/or WAF (as the case may be) and/or by way of acceptance through CDP and/or Electronic Application through the ATM of any Participating Bank, CDP shall be authorised and entitled to accept the Applicant's instructions in whichever mode or a combination thereof as it may, in its absolute discretion, deem fit. In determining the number of Warrants which the Applicant has validly given instructions to accept, the Applicant shall be deemed to have irrevocably given instructions to accept the lesser of the number of provisionally allotted Warrants which are standing to the credit of his Securities Account as at the Closing Date and the aggregate number of Warrants which have been accepted by the Applicant by way of WEWAF and/or WAF (as the case may be) and by Electronic Application through an ATM, and CDP, in determining the number of Warrants which the Applicant has validly given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of Warrants, whether by way of Banker's Draft or Cashier's Order drawn on a bank in Singapore accompanying the WEWAF and/or WAF or by way of the acceptance through Electronic Application through the ATM of a Participating Bank.
- (6) If applicable, in the event that the Applicant applies for excess Warrants both by way of WEWAF and by Electronic Application through the ATM of a Participating Bank, CDP shall be authorised and entitled to accept the Applicant's instructions in whichever mode or a combination thereof as it may, in its absolute discretion, deem fit. In determining the number of excess Warrants which the Applicant has validly given instructions for the application of, the Applicant shall be deemed to have irrevocably given instructions to apply for and agreed to accept such number of excess Warrants not exceeding the aggregate number of excess Warrants for which he has applied by way of WEWAF through CDP and by Electronic Application through an ATM. CDP, in determining the number of excess Warrants which the Applicant has given valid instructions for the application, shall be authorised and entitled to have regard to the aggregate amount of payment received for the application of the excess Warrants, whether by way of Banker's Draft or Cashier's Order drawn on a bank in Singapore accompanying the WEWAF or by way of application through Electronic Application through the ATM of a Participating Bank.
- (7) The Applicant irrevocably requests and authorises the Company to:-
 - (a) register, or to procure the registration of the 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 Warrants accepted and/or excess Warrants applied for not be accepted by the Company for any reason, by automatically crediting the Applicant's bank account with his Participating Bank with the relevant amount within fourteen (14) days after the Closing Date; and
 - (c) return or refund (without interest or any share of revenue or other benefit arising therefrom) the balance of the application monies, should his Electronic Application for excess Warrants be accepted in part only, by automatically crediting the Applicant's bank account with his Participating Bank with the relevant amount within fourteen (14) days after the Closing Date.

- (8) **BY MAKING AN ELECTRONIC APPLICATION, THE APPLICANT CONFIRMS THAT HE IS NOT ACCEPTING/APPLYING FOR THE WARRANTS AS NOMINEE OF ANY OTHER PERSON.**
- (9) The Applicant irrevocably agrees and acknowledges that his Electronic Application is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, fires, acts of God, mistakes, losses and theft (in each case whether or not within the control of CDP, the Participating Banks, the Company and/or the Manager) and any events whatsoever beyond the control of CDP, the Participating Banks, the Company and the Manager and if, in any such event, CDP and/or the Participating Banks and/or the Company and/or the Manager do not record or receive the Applicant's Electronic Application by 9.30 p.m. on the Closing Date (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), or such data or the tape containing such data is lost, corrupted, destroyed or not otherwise accessible, whether wholly or partially for whatever reason, the Applicant shall be deemed not to have made an Electronic Application and the Applicant shall have no claim whatsoever against CDP, the Participating Banks, the Company and the Manager for any purported acceptance thereof and (if applicable) excess application therefor, or for any compensation, loss or damage in connection therewith or in relation thereto.
- (10) Electronic Applications may only be made at the ATMs of the Participating Banks from Mondays to Saturdays (excluding Public Holidays) between **7.00 a.m. to 9.30 p.m.**
- (11) Electronic Applications shall close at **9.30 p.m. on 30 March 2009** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).
- (12) All particulars of the Applicant in the records of his Participating Bank at the time he makes his Electronic Application shall be deemed to be true and correct and the relevant Participating Bank and the Relevant Parties shall be entitled to rely on the accuracy thereof. If there has been any change in the particulars of the Applicant after the time of the making of his Electronic Application, the Applicant shall promptly notify his Participating Bank.
- (13) The Applicant must have sufficient funds in his bank account(s) with his Participating Bank at the time he makes his Electronic Application, failing which his Electronic Application will not be completed. Any Electronic Application made at the ATMs of Participating Banks which does not strictly conform to the instructions set out on the ATM screens of such Participating Banks will be rejected.
- (14) Where an Electronic Application is not accepted, it is expected that the full amount of the acceptance/application monies will be refunded in Singapore dollars (without interest or any share of revenue or other benefit arising therefrom) to the Applicant by being automatically credited to the Applicant's account with the relevant Participating Bank within fourteen (14) days after the Closing Date. An Electronic Application may also be accepted in part, in which case the balance amount of acceptance/application monies will be refunded on the same terms.
- (15) In consideration of the Company arranging for the Electronic Application facility through the ATMs of the Participating Banks and agreeing to close the Warrants Issue at **9.30 p.m. on 30 March 2009** (or such 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 supplementary document or replacement document referred to in Section 241 of the Securities and Futures Act is lodged with the Authority);
 - (b) his Electronic Application, the acceptance by the Company and the contract resulting therefrom shall be governed by and construed in accordance with the laws of Singapore and he irrevocably submits to the exclusive jurisdiction of the Singapore courts;

- (c) none of the Company, the Manager nor the Participating Banks shall be liable for any delays, failures or inaccuracies in the recording, storage or in the transmission or delivery of data relating to his Electronic Application to the Company or CDP due to a breakdown or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 9 above or to any cause beyond their respective control;
 - (d) he will not be entitled to exercise any remedy of rescission or misrepresentation at any time after acceptance of the provisionally allotted Warrants and (if applicable) acceptance of his application for excess Warrants;
 - (e) in respect of the 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 party to any contracts made pursuant to this Offer Information Statement or the Electronic Application has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of such contracts. Notwithstanding any term contained in his Offer Information Statement or the Electronic Application, the consent of any third party is not required for any subsequent agreement by the parties thereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.
- (16) The Applicant should ensure that his personal particulars as recorded by both CDP and the relevant Participating Banks are correct and identical, otherwise, his Electronic Application may be liable to be rejected. The Applicant should promptly inform CDP of any change in his address, failing which the notification letter on successful allotment and other correspondence will be sent to his address last registered with CDP.
- (17) The existence of a trust will not be recognised. Any Electronic Application by an Applicant must be made in his own name and without qualification. The Company will reject any application by any person acting as nominee.
- (18) In the event that the Applicant accepts or subscribes for the provisionally allotted Warrants or (if applicable) applies for excess Warrants, as the case may be, by way of WEWAF or WAF or by way of Electronic Application through the ATMs, the provisional allotment of Warrants and/or excess Warrants will be allotted in such manner as the Company or CDP may, in their absolute discretion, deem fit and the surplus acceptance and (if applicable) application monies, as the case may be, will be refunded, without interest or any share of revenue or other benefit arising therefrom, within fourteen (14) days after the Closing Date by any one or a combination of the following:-
- (a) by means of a crossed cheque 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 distribution if he accepts and (if applicable) applies through CDP; and
 - (b) crediting the Applicant's bank account with the Participating Bank at his own risk if he accepts and (if applicable) applies through the ATM of Participating Bank.

- (19) The Applicant hereby acknowledges that, in determining the total number of Warrants represented by the provisional allotment of Warrants which he can validly accept, the Company, CDP and the Manager are entitled and the Applicant hereby authorises the Company, CDP and the Manager to take into consideration:-
- (a) the total number of Warrants represented by the provisional allotment of Warrants which the Applicant has validly accepted, whether under the WEWAF and/or the WAF or any other form of acceptance (including Electronic Application through an ATM) for the Warrants;
 - (b) the total number of Warrants represented by the provisional allotment of Warrants standing to the credit of the Applicant's Securities Account which is available for acceptance; and
 - (c) the total number of Warrants represented by the provisional allotment of Warrants which has been disposed of by the Applicant.

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

- (20) The Applicant irrevocably requests and authorises CDP to accept instructions from the Participating Bank through whom the Electronic Application is made in respect of the provisional allotment of Warrants accepted by the Applicant and (if applicable) the excess Warrants which the Applicant has applied for.
- (21) With regard to any application which does not conform strictly to the instructions set out under the Offer Information Statement, the PAL, WEWAF, WAF and/or other application form for the Warrants in relation to the Warrants Issue or which does not comply with the instructions for Electronic Application or with the terms and conditions of the Offer Information Statement, or in the case of an application by the PAL, WEWAF, WAF and/or any other application form for the Warrants in relation to the 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 or present for payment or other processes all remittances at any time after receipt in such manner as it may deem fit.
- (22) The Company and CDP shall be entitled to process each application submitted for the acceptance of Warrants, and where applicable, application of excess Warrants in relation to the 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 Warrants.

LIST OF PARTICIPATING BANKS

PARTICIPATING BANKS FOR ELECTRONIC APPLICATIONS THROUGH AN ATM:-

DBS Bank Ltd (including POSB)

Oversea-Chinese Banking Corporation Limited

United Overseas Bank Limited and its subsidiary, Far Eastern Bank Limited

The Directors collectively and individually accept responsibility for the accuracy of the information given in this Offer Information Statement and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, the facts stated and opinions expressed in this Offer Information Statement are fair and accurate in all material respects as at the date of this Offer Information Statement and there are no material facts the omission of which would make any statement in this Offer Information Statement misleading in any material respect. Where information has been extracted or reproduced from published or otherwise publicly available sources, the sole responsibility of the Directors has been to ensure through reasonable enquiries that such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Offer Information Statement.

For and on behalf of **KSH HOLDINGS LIMITED**

CHOO CHEE ONN

Executive Director and Managing Director

LIM KEE SENG

Executive Director

TOK CHENG HOE

Executive Director

KWOK NGAT KHOW

Executive Director

LIM YEOW HUA @ LIM YOU QIN

Lead Independent Director

LAI MENG SENG

Independent Director

KHUA KIAN KHENG IVAN

Independent Director