

OFFER INFORMATION STATEMENT DATED 22 OCTOBER 2009
(Lodged with the Monetary Authority of Singapore on 22 October 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 LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISERS IMMEDIATELY.

A copy of this offer information statement (the **"Offer Information Statement"**) together with a copy of each of the Provisional Allotment Letter (the **"PAL"**), the Warrants and Excess Warrants Application Form (the **"WEWAF"**) and the Warrants Application Form (the **"WAF"**) have been lodged with the Monetary Authority of Singapore (the **"Authority"**). The Authority assumes no responsibility for the contents of the aforesaid lodged documents. Lodgement of this Offer Information Statement with the Authority does not imply that the Securities and Futures Act, Chapter 289 of Singapore, or any other legal or regulatory requirements, have been complied with. The Authority has not, in any way, considered the merits of the Warrants (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 listing of and quotation for the Warrants and the New Shares on the Official List of the SGX-ST, subject to certain conditions. The Warrants and the New Shares will be admitted to the Official List of the SGX-ST and the official listing of and quotation for the Warrants and the New Shares is expected to commence after all conditions imposed by the SGX-ST are satisfied, including a sufficient spread of holdings for the Warrants to provide for an orderly market in the Warrants, the certificates relating thereto having been issued and the notification letters from The Central Depository (Pte) Limited (**"CDP"**) having been despatched.

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

The SGX-ST assumes no responsibility for the accuracy of any statements made, reports contained and/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 and the listing of and quotation for the Warrants and the New Shares on the Official List of the SGX-ST is not to be taken as an indication of the merits of Baker Technology Limited (the **"Company"**), its subsidiaries, the Shares, the Warrants Issue, the Warrants or the New Shares.

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

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



BAKER TECHNOLOGY LIMITED

(Unique Entity Number 198100637D)

(Incorporated in the Republic of Singapore on 14 February 1981)

RENOUNCEABLE NON-UNDERWRITTEN RIGHTS ISSUE OF UP TO 327,749,909 WARRANTS (THE "WARRANTS") AT AN ISSUE PRICE OF S\$0.01 FOR EACH WARRANT, EACH WARRANT CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) NEW SHARE IN THE CAPITAL OF THE COMPANY (THE "NEW SHARE") AT AN EXERCISE PRICE OF S\$0.32 FOR EACH NEW SHARE, ON THE BASIS OF ONE (1) WARRANT FOR EVERY TWO (2) EXISTING SHARES HELD BY ENTITLED SHAREHOLDERS (AS DEFINED HEREIN) AS AT THE BOOKS CLOSURE DATE (AS DEFINED HEREIN), FRACTIONAL ENTITLEMENTS TO BE DISREGARDED (THE "WARRANTS ISSUE")

Manager

nra capital

NRA CAPITAL PTE. LTD.

(Unique Entity Number 199904258C)

(Incorporated in the Republic of Singapore on 23 July 1999)

IMPORTANT DATES AND TIMES

Last date and time for Splitting	: 2 November 2009 at 5.00 p.m.
Last date and time for Acceptance and Payment	: 6 November 2009 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications)
Last date and time for Renunciation and Payment	: 6 November 2009 at 5.00 p.m.
Last date and time for Excess Application and Payment	: 6 November 2009 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications)

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

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

For Entitled Scripholders (as defined herein), acceptances of Warrants and/or (if applicable) applications for excess Warrants may be made through the Share Registrar of the Company, Boardroom Corporate & Advisory Services Pte. Ltd..

For Investors who hold Shares through finance companies or Depository Agents or investors who had bought Shares under the CPF Investment Scheme – Ordinary Account (the “CPFIS Members”), acceptances of the Warrants and/or (if applicable) applications for excess Warrants must be done through the respective finance companies, Depository Agents or approved CPF agent banks. Such investors and CPFIS Members are advised to provide their respective finance companies, Depository Agents or approved CPF agent banks, as the case may be, with the appropriate instructions early in order for such intermediaries to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. Any acceptance of the Warrants and/or application made directly through CDP, the Share Registrar and/or the Company, and/or Electronic Applications, will be rejected.

CPFIS MEMBERS SHOULD NOTE THAT THEY CANNOT ACCEPT THE WARRANTS AND (IF APPLICABLE) APPLY FOR EXCESS WARRANTS USING FUNDS FROM THEIR CPF ACCOUNT TO PAY FOR THE ISSUE PRICE OF THE WARRANTS.

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, *inter alia*, the assets and liabilities, profits and losses, financial position, performance, risk factors and prospects of the Company and the Group (as defined herein), and the rights and liabilities attaching to the Warrants and the New Shares. They should also make their own independent enquiries and investigations of any bases and assumptions, upon which financial projections, if any, are made or based, and carefully consider this Offer Information Statement in light of their personal circumstances (including financial and taxation affairs). It is recommended that such persons seek professional advice from their stockbroker, bank manager, solicitor, accountant and/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 and, if given or made, such information or representations must not be relied upon as having been authorised by the Company or the Manager (as defined herein). Save as expressly stated in this Offer Information Statement, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of the Company or the Group. Neither the delivery of this Offer Information Statement, nor the issue of the Warrants and/or the New Shares shall, under any circumstances, constitute a continuing representation, or give rise to any implication, that there has been no material change in the affairs of the Company or the Group, or any of the information contained herein since the date hereof. Where such changes occur after the date hereof and are material, or are required to be disclosed by law and/or 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. All Entitled Shareholders and their renounees should take note of any such announcement and, upon the release of such announcement or lodgement of such supplementary or replacement document, as the case may be, shall be deemed to have notice of such changes.

Neither the Company nor the Manager is making any representation in this Offer Information Statement 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 adviser 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 its accompanying documents shall be construed as a recommendation to accept or purchase the Warrants, the New Shares and/or the Shares. Prospective subscribers of the Warrants, the New Shares and/or the Shares should rely on their own investigation of the financial condition and affairs, appraisal and determination of the merits of investing in the Company and the Group and shall be deemed to have done so.

This Offer Information Statement and its accompanying documents have been prepared solely for the purpose of the acceptance and 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 (as defined herein)) 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 does not constitute, an offer, invitation to or solicitation by or on behalf of anyone in any jurisdiction or under any circumstances in which such an offer, invitation or solicitation is unlawful or not authorised or to any person to whom it is unlawful to make such an offer, invitation or solicitation.

The distribution of this Offer Information Statement and/or its accompanying documents may be prohibited or restricted by law (either absolutely or subject to various securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of those jurisdictions. Notwithstanding the above, Shareholders (as defined herein) and 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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DEFINITIONS

In this Offer Information Statement, the WEWAF, the WAF and the PAL, the following definitions shall apply throughout unless the context otherwise requires or unless otherwise stated:

General

“Act” or “Companies Act”	:	The Companies Act, Chapter 50 of Singapore, as may be amended or modified from time to time.
“Announcement”	:	The announcement made by the Company on 20 August 2009 in respect of the Warrants Issue.
“ATM”	:	Automated teller machine(s) of a Participating Bank.
“Authority” or “MAS”	:	The Monetary Authority of Singapore.
“Board”	:	The board of Directors of the Company as at the date of this Offer Information Statement.
“Books Closure Date”	:	5.00 p.m. on 20 October 2009, being the time and date at and on which the Register of Members and the Transfer Books of the Company were closed to determine the provisional allotments of Warrants of Entitled Shareholders under the Warrants Issue.
“CDP”	:	The Central Depository (Pte) Limited.
“Closing Date”	:	5.00 p.m. on 6 November 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, and renunciation and payment of, the Warrants under the Warrants Issue through CDP or the Share Registrar; or 9.30 p.m. on 6 November 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.
“Code”	:	The Singapore Code on Takeovers and Mergers, as may be amended or modified from time to time.
“Company”	:	Baker Technology Limited.
“CPF”	:	Central Provident Fund.
“Deed Poll”	:	The deed poll dated 19 October 2009 executed by the Company for the purpose of constituting the Warrants and containing, <i>inter alia</i> , provisions for the protection of the rights and interests of the Warrantholders.
“Directors”	:	The directors of the Company as at the date of this Offer Information Statement.
“Electronic Application”	:	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 and the

relevant procedures for electronic application through an ATM as set out in this Offer Information Statement or on the ATM screens of the relevant Participating Banks.

- “Entitled Depositor(s)” : Shareholders with Shares entered against their own names in the Depository Register maintained with CDP as at the Books Closure Date and whose registered addresses with CDP were in Singapore as at the Books Closure Date or who had, at least three (3) Market Days prior to the Books Closure Date, provided CDP with addresses in Singapore for the service of notices and documents.
- “Entitled Scripholder(s)” : Shareholders whose Shares were registered in their own names in the Register of Members and whose registered addresses with the Company were in Singapore as at the Books Closure Date or who had, at least three (3) Market Days prior to the Books Closure Date, provided the Company with addresses in Singapore for the service of notices and documents.
- “Entitled Shareholder(s)” : Entitled Depositors and Entitled Scripholders collectively.
- “EPS” : Earnings per Share.
- “Exercise Period” : The period during which the Warrants may be exercised commencing on and including the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the third (3rd) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members is closed or is not a Market Day, in which event the Warrants shall expire on the date prior to closure of the Register of Members or on the immediately preceding Market Day, as the case may be (but excluding such period(s) during which the Register of Warrantholders of the Company may be closed), subject to the terms and conditions of the Warrants as set out in the Deed Poll. The right to exercise the Warrants will not be extended beyond the Exercise Period.
- “Exercise Price” : The exercise price of S\$0.32, payable in cash, at which a New Share may be subscribed for upon the exercise of a Warrant, subject to adjustments under certain circumstances pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.
- “Existing Share Capital” : The existing issued share capital of the Company as at the Latest Practicable Date of 652,718,521 Shares.
- “Foreign Purchasers” : Persons purchasing the provisional allotment of Warrants through the book-entry (scripless) settlement system and whose registered addresses with CDP are outside Singapore.
- “Foreign Shareholders” : Shareholders whose registered addresses with CDP or the Company, as the case may be, were outside Singapore as at the Books Closure Date and who had not, at least three (3) Market Days prior to the Books Closure Date, provided to CDP or the Company, as the case may be, addresses in Singapore for the service of notices and documents.

“FY”	:	The financial year ended 31 December.
“Group”	:	The Company and its subsidiaries.
“HY”	:	The financial half-year ended 30 June.
“Issue Price”	:	The issue price of S\$0.01 for each Warrant.
“Issued 2006 Warrants”	:	28,499,819 warrants which were issued by the Company in conjunction with a renounceable non-underwritten rights issue undertaken by the Company during FY2006.
“Latest Practicable Date”	:	15 October 2009, being the latest practicable date prior to the lodgement of this Offer Information Statement with the Authority.
“Listing Manual”	:	The listing manual of the SGX-ST, as may be amended or modified from time to time.
“Manager”	:	NRA Capital Pte. Ltd..
“Market Day”	:	A day on which the SGX-ST is open for trading in securities.
“Maximum Subscription Scenario”	:	Up to 327,749,909 Warrants will be issued by the Company pursuant to the Warrants Issue based on the Existing Share Capital and assuming that the entire Outstanding 2006 Warrants are exercised by its holders thereof prior to the Books Closure Date.
“NAV”	:	Net assets value.
“New Shares”	:	The new Shares to be issued by the Company, credited as fully paid, upon the exercise of the Warrants, including, where the context so admits, such new Shares arising from the exercise of any additional Warrants as may be required or permitted to be issued in accordance with the terms and conditions of the Warrants as set out in the Deed Poll.
“NTA”	:	Net tangible assets value.
“Offer Information Statement”	:	This offer information statement together with (where the context requires), the PAL, the WEWAF, the WAF and all other accompanying documents including, where the context so admits, any supplementary or replacement document which may be issued by the Company in connection with the Warrants Issue.
“Outstanding 2006 Warrants”	:	2,781,298 warrants, being the balance Issued 2006 Warrants which remains outstanding as at the Latest Practicable Date.
“PAL”	:	The provisional allotment letter to be issued to Entitled Scripholders setting out the provisional allotments of Warrants of such Entitled Scripholders under the Warrants Issue and for the purpose of applying for excess Warrants under the Warrants Issue.
“Participating Banks”	:	The banks listed in Appendix E of this Offer Information Statement.

“Purchasers”	:	Purchasers of the provisional allotment of Warrants traded on the SGX-ST under the book-entry (scripless) settlement system.
“Record Date”	:	In relation to any dividends, rights, allotments or other distributions, the date as at the close of business (or such other time as may have been notified in writing by the Company) on which Shareholders must be registered with the Company or with CDP, as the case may be, in order to participate in such dividends, rights, allotments or other distributions.
“Register of Members”	:	Register of members of the Company.
“Saberon”	:	Saberon Investments Pte Ltd (Unique Entity Number 199905206M), an existing Substantial Shareholder.
“Securities Account”	:	A securities account maintained by a Depositor with CDP but does not include a securities sub-account maintained with a Depository Agent.
“Securities and Futures Act” or “SFA”	:	The Securities and Futures Act, Chapter 289 of Singapore, as may be amended or modified from time to time.
“SGX-ST”	:	Singapore Exchange Securities Trading Limited.
“Shareholders”	:	Registered holders of Shares except that where the registered holder is CDP, the term “ Shareholders ” shall, in relation to such Shares and where the context so admits, mean the Depositors who have Shares entered against their respective names in the Depository Register.
“Shares”	:	Ordinary shares in the capital of the Company.
“Share Registrar” or “Warrant Agent”	:	Boardroom Corporate & Advisory Services Pte. Ltd. (Unique Entity Number 196800531W)
“Substantial Shareholder”	:	A person who has an interest or interests in one or more voting shares in the Company and the total votes attached to that Share, or those Shares, is not less than 5% of the total votes attached to all the voting Shares of the Company.
“TYG”	:	Mr Tan Yang Guan.
“Undertaking Shareholders”	:	Saberon and TYG.
“Undertakings”	:	The irrevocable undertakings given to the Company by the Undertaking Shareholders as described in paragraph 1(f) of Part X of this Offer Information Statement.
“WAF”	:	The Warrants Application Form to be issued to the Purchasers.
“Warrantholders”	:	Registered holders of the Warrants, except that where the registered holder is CDP, the term “ Warrantholders ” shall, in relation to such Warrants and where the context so admits, mean the Depositors whose Securities Accounts with CDP are credited with the Warrants.

- “Warrants” : Up to 327,749,909 warrants, in registered form to be issued by the Company, 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 as set out in the Deed Poll (any such additional warrants to rank *pari passu* with the warrants to be issued and for all purposes to form part of the same series), subject to the terms and conditions as set out in the Deed Poll, each warrant entitling the Warrantholder to subscribe for one (1) New Share at the Exercise Price, subject to the terms and conditions as set out in the Deed Poll.
- “Warrants Issue” : The renounceable non-underwritten rights issue of Warrants by the Company of up to 327,749,909 Warrants at the Issue Price, each Warrant carrying the right to subscribe for one (1) New Share at the Exercise Price on the basis of one (1) Warrant for every two (2) existing Shares held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded.
- “WEWAF” : The Warrants and Excess Warrants Application Form to be issued to Entitled Depositors setting out the provisional allotments of such Entitled Depositors under the Warrants Issue and for the purpose of applying for excess Warrants under the Warrants Issue.

Currencies, units and others

- “EUR” : Euro dollars.
- “S\$” and “cents” : Singapore dollars and cents respectively.
- “US\$” : United States dollars.
- “%” or “per cent.” : Per centum.

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

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

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

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 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 term defined under the Act, the SFA, the Listing Manual or the Code or any statutory or regulatory modification thereof and used in this Offer Information Statement, the PAL, the WEWAF and the WAF shall, where applicable, have the meaning assigned to it under the Act, the SFA, the Listing Manual or the Code or such statutory or regulatory modification thereof, as the case may be, unless otherwise provided.

All discrepancies in the figures included in this Offer Information Statement between the amounts listed and 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.

EXPECTED TIMETABLE OF KEY EVENTS

The timetable below is indicative only and may be subject to such changes and modification as the Company may, upon consultation with the Manager and with the approval of the SGX-ST, decide, subject to any limitation under any applicable laws. Where any of the events cannot take place on the dates specified, an appropriate announcement stipulating an alternative date will be made by the Company prior thereto through a SGXNET announcement to be posted on the SGX-ST website at <http://www.sgx.com>. For events listed which are described as “expected”, please refer to future announcement(s) to be made by the Company for the exact dates of these events.

Shares trade ex-rights	:	16 October 2009 from 9.00 a.m.
Books Closure Date	:	20 October 2009 at 5.00 p.m.
Despatch of Offer Information Statement, together with the PAL or the WEWAF, as the case may be, to Entitled Shareholders	:	23 October 2009
Commencement of trading of “nil-paid” Warrants entitlements	:	23 October 2009 from 9.00 a.m.
Last day of trading of “nil-paid” Warrants entitlements	:	2 November 2009 at 5.00 p.m.
Last date and time for splitting Warrants entitlements	:	2 November 2009 at 5.00 p.m.
Last date and time for acceptance of and payment for Warrants	:	6 November 2009 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications)
Last date and time for renunciation and payment of Warrants	:	6 November 2009 at 5.00 p.m.
Last date and time for application and payment for excess Warrants	:	6 November 2009 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications)
Expected date for issuance of Warrants	:	17 November 2009
Expected date for commencement of trading of Warrants	:	19 November 2009

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE WARRANTS ISSUE

1. Entitled Shareholders

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

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

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

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

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

2. Foreign Shareholders

This Offer Information Statement and its accompanying documents relating to the Warrants Issue have been lodged with the MAS. This Offer Information Statement and its accompanying documents have not been and will not be registered or lodged in any other jurisdiction other than in Singapore. The distribution of this Offer Information Statement and its accompanying documents may be prohibited or restricted (either absolutely or subject to various relevant securities 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 in 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 in any jurisdiction outside Singapore.

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

This Offer Information Statement and its accompanying documents will also not be despatched to Foreign Purchasers. Foreign Purchasers who wish to accept the provisional allotment of the Warrants credited by CDP to their Securities Accounts should make the necessary arrangements with their Depository Agent or stockbrokers in Singapore.

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. The Company reserves the right, but shall not be obliged, to treat as invalid any PAL, WEWAF or WAF 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) 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.

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

The net proceeds from all such sales, after deduction of all expenses therefrom, will be pooled and thereafter distributed to Foreign Shareholders in proportion to their respective shareholdings or, as the case may be, the number of Shares 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. If 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 in the interests of the Company and no Foreign Shareholder shall have any claim whatsoever against the Company, the Manager, the Share Registrar or CDP in connection therewith.

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

If such provisional allotment cannot be and 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 allotment of Warrants, the Warrants represented by such provisional allotments will be issued and allotted to satisfy excess applications or disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit for the benefit of the Company and no Foreign Shareholder shall have any claim whatsoever against the Company, the Manager, the Share Registrar or CDP 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 keep themselves informed of and to observe any legal requirements applicable thereto. No person in any jurisdiction 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 can lawfully be made without violating any regulatory or legal requirements in such jurisdictions.

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 interest of the Company. All fractional entitlements to the Warrants will be disregarded in arriving at Entitled Shareholders' entitlements and will, together with provisional allotments which are not taken up or allotted for any reasons, be aggregated and used to satisfy excess Warrants applications (if any) or otherwise disposed of or dealt with in any manner as the Directors may, in their absolute discretion, deem fit in the interest of the Company. In the allotment of excess Warrants, preference will be given to Shareholders for rounding of odd lots and Substantial Shareholders and Directors will rank last in priority.

TRADING

1. Listing and Quotation of Warrants and New Shares

Approval in-principle has been obtained from the SGX-ST on 1 October 2009 for the listing of and quotation for the Warrants and the New Shares on the SGX-ST, subject to certain conditions. **It should be noted that the Warrants may not be listed and quoted on the SGX-ST if there is an inadequate spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants. In such an event, Warrantholders will not be able to trade their Warrants on the SGX-ST.** 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 Shares, the Warrants Issue, the Warrants or the New Shares.

Upon listing and quotation on the Official List of the SGX-ST, the Warrants and the New Shares 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 CDP's "Terms and Conditions for Operation of Securities Accounts with CDP" and the "Terms and Conditions for CDP to act as Depository for the Warrants", as the same may be amended from time to time. Copies of the above are available from CDP.

2. Arrangements for Scripless Trading

To facilitate scripless trading, Entitled Scripholders and their renounees who wish to accept the 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 to them may be credited by CDP into their Securities Accounts. Entitled Scripholders and their renounees who wish to accept the Warrants and/or apply for the excess Warrants and have their Warrants credited by CDP into their Securities Accounts must fill in their Securities Account numbers and/or National Registration Identity Card ("NRIC")/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL. Entitled Scripholders and their renounees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or who 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 warrant certificate(s) in their own names for the Warrants allotted to them and if applicable, the excess Warrants allotted to them. Such physical warrant certificate(s), 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 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 certificates, together with the duly executed instrument(s) of transfer in favour of CDP, and have his Securities Account credited with the number of Warrants and/or Shares, as the case may be, before he can effect the desired trade.

3. Trading of Odd Lots

All fractional entitlements to the Warrants will be disregarded in arriving at the entitlements of 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 interests of the Company.

Shareholders should note that most counters on the SGX-ST trade in lot sizes of 1,000 shares and/or warrants. Following the Warrants Issue, Warrantholders who hold odd lots of the Warrants and/or the New Shares (i.e. less than 1,000 Shares or Warrants) and who wish to trade in odd lots of Warrants and/or Shares should note that the Unit Share Market of the SGX-ST has been set up to allow trading of odd lots.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in this Offer Information Statement, statements made in public announcements, press releases and oral statements that may be made by the Company or its Directors, officers or employees acting on its behalf, that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by words that have a bias towards the future or, are forward-looking such as “anticipate”, “believe”, “could”, “estimate”, “expect”, “forecast”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “will” and “would” or other similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the Group’s expected financial position, operating results, business strategies, future plans and prospects are forward-looking statements. These forward-looking statements, including but not limited to statements as to the Group’s revenue and profitability, prospects, future plans and other matters discussed in this Offer Information Statement regarding matters that are not historical facts, are only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Group’s actual results, performance or achievements to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements.

Given the risks, uncertainties and other factors that may cause the Group’s actual future results, performance or achievements to be materially different from that expected, expressed or implied by the forward-looking statements in this Offer Information Statement, undue reliance must not be placed on these statements. The Group’s actual results, performance or achievements may differ materially from those anticipated in these forward-looking statements. Neither the Company, 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 after the lodgement of this Offer Information Statement with the Authority 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 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 in 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 month period, must extend a take-over offer for the remaining Shares in the Company in accordance with the provisions of the Code.

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

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

PART II (IDENTITY OF DIRECTORS, ADVISERS AND AGENTS)

Directors

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

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

Name of Director	Address	Position
Lim Ho Seng	100 Neo Tiew Road Singapore 719026	Chairman
Dr Benety Chang	2 Rochalie Drive Singapore 248229	Chief Executive Officer
Anthony Sabastian Auroi	36 Maryland Drive Ming Teck Park Singapore 277528	Chief Operating Officer
Tan Yang Guan	4A Rosyth Road Singapore 546136	Non-Executive Director
Wong Kwan Seng Robert	3 Pandan Valley #13-310 Chempaka Court Singapore 597627	Independent Director

Advisers

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

Manager to the Warrants Issue	:	NRA Capital Pte. Ltd. 36 Robinson Road #12-05/06 City House Singapore 068877
Underwriter	:	Not applicable
Legal Adviser to the Warrants Issue	:	Straits Law Practice LLC 36 Robinson Road 18 th floor, City House Singapore 068877

Registrars and Agents

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

Share Registrar, Share Transfer Office and Warrant Agent	:	Boardroom Corporate & Advisory Services Pte. Ltd. 3 Church Street #08-01 Samsung Hub Singapore 049483
Transfer Agent	:	Not applicable
Receiving Banker	:	The Hongkong and Shanghai Banking Corporation Limited 21 Collyer Quay #01-00 HSBC Building Singapore 049320

PART III (OFFER STATISTICS AND TIMETABLE)

Offer Statistics

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

Method of offer	:	Renounceable non-underwritten rights issue of Warrants.
Basis of allotment	:	One (1) Warrant for every two (2) existing Shares held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded.
Number of Warrants	:	Up to 327,749,909 Warrants, on the basis of a Maximum Subscription Scenario.

Method and Timetable

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

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

Please refer to paragraphs 3 to 7 of this Part.

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

Details of the offer procedure for the Warrants Issue are set out below:

Offer period : Please refer to the section entitled "Expected Timetable of Key Events" of this Offer Information Statement.

Procedures for acceptance : Entitled Shareholders who have been provisionally allotted Warrants are at liberty to accept, decline, renounce or trade their provisional allotment on the SGX-ST.

The offer will be open from 23 October 2009 up to (a) 5.00 p.m. on 6 November 2009 if acceptances of and/or excess applications and payments for the Warrants are made through CDP or the Share Registrar in accordance with the applicable WEWAF, WAF or PAL, or (b) 9.30 p.m. on 6 November 2009 if acceptances of and/or excess applications and payments for the Warrants are made through an ATM of a Participating Bank.

Acceptances should be made in the manner set out in this Offer Information Statement as well as the applicable WEWAF, WAF or PAL to the persons named therein, which are:

- (i) in the case of Entitled Depositors, by hand to **BAKER TECHNOLOGY LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, 4 SHENTON WAY, #02-01 SGX CENTRE 2, SINGAPORE 068807**, or by post, at the Shareholder's OWN RISK, in the enclosed self-addressed envelope to **BAKER TECHNOLOGY LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P. O. BOX 1597, SINGAPORE 903147**; or
- (ii) in the case of Entitled Scripholders, to **BAKER TECHNOLOGY LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., 3 CHURCH STREET #08-01 SAMSUNG HUB SINGAPORE 049483**.

For the procedures as well as terms and conditions applicable to Electronic Applications through an ATM of the Participating Banks, please refer to Appendices B and C of this Offer Information Statement.

Please refer to Appendices B to D of this Offer Information Statement, the PAL, the WEWAF and the WAF for further details of the procedures for, and terms and conditions applicable to, acceptance, renunciation and/or sale of the provisional allotment of Warrants, and payment and application of excess Warrants under the Warrants Issue.

As at the Latest Practicable Date, the Company does not expect the timetable to be modified. However, the Company may, upon consultation with the Manager and with the approval of the SGX-ST, modify the timetable subject to any limitation under any applicable laws. In that event, the Company will publicly announce the same through a SGXNET announcement to be posted on the SGX-ST website at <http://www.sgx.com>.

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. All payments for the Warrants and excess Warrants must be made either:

- (a) in the case of Entitled Depositors:
 - (i) by way of Electronic Application; or
 - (ii) if the application for Warrants and/or excess Warrants (as the case may be) is made by sending the relevant completed and signed WEWAF or WAF to CDP, then **A SINGLE REMITTANCE** must be attached to the completed and signed WEWAF or WAF (as the case may be) in Singapore dollars in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore for the full amount payable to "**CDP – BAKER WARRANTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**". The applicant's or the Entitled Depositor's name and Securities Account number must be clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft (as the case may be);
- (b) in the case of Entitled Scripholders, in the manner as prescribed in this Offer Information Statement and the PAL.

The last date and time for acceptances of Warrants, (if applicable) applications for excess Warrants and payments for Warrants and/or excess Warrants is on **6 November 2009 at 5.00 p.m.** or, in the case of acceptances and/or excess applications and payments through an ATM of a Participating Bank, on **6 November 2009 at 9.30 p.m.**

Please refer to the section entitled "Expected Timetable of Key Events" of this Offer Information Statement for further details.

The detailed procedures for, and the terms and conditions applicable to, acceptances, renunciations and/or sales of the provisional allotment of Warrants and for the applications for excess Warrants, including the different modes of acceptances or applications and payments are contained in Appendices B to D of this Offer Information Statement and in the PAL, the WEWAF and the WAF.

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 22 October 2009 by crediting the provisional allotments of Warrants into the Securities Account 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 Depositors, Purchasers, Entitled Scripholders and their renounees (who have furnished valid Securities Account numbers in their PAL) following the receipt of their valid acceptances, excess applications and payments for the Warrants by the Closing Date, the Warrants

in respect of their valid acceptances and successful applications for excess Warrants will be registered in the name of CDP and held by CDP for and on their behalf. Physical certificate(s) representing such number of Warrants are expected to be sent to CDP within ten (10) Market Days after the Closing Date. It is expected that CDP will then send to such subscribers, at their own risk, within fourteen (14) days, a notification letter showing the number of Warrants that have been credited to the relevant Securities Account of such subscribers.

In the case of Entitled Scripholders and their renounees with valid acceptances of Warrants 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, physical certificate(s) 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.

Please refer to Appendices B to D of this Offer Information Statement, the PAL, the WEWAF and the WAF for further details.

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

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

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

The Company will publicly announce the results of the allotment or the allocation of the Warrants in relation to the Warrants Issue, as soon as practicable after the Closing Date via a SGXNET announcement to be posted on the SGX-ST website at <http://www.sgx.com>.

Where any acceptance for Warrants and/or application for excess Warrants is invalid or unsuccessful, the amount paid on acceptance and/or application will be returned or refunded by the Company (in the case of Entitled Scripholders) or CDP (in the case of Entitled Depositors and Purchasers) on behalf of the Company to Entitled Shareholders, their renounees 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:

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

Please refer to Appendices B to D of this Offer Information Statement, the PAL, the WEWAF and the WAF for further details on refunding excess amounts paid by Entitled Shareholders, their renounees or Purchasers.

PART IV (KEY INFORMATION)

Use of Proceeds from Offer and Expenses Incurred

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

2. **Disclose the estimated amount of the proceeds from the offer (net of the estimated amount of expenses incurred in connection with the offer) (referred to in this paragraph and paragraph 3 of this Part as the net proceeds). Where only a part of the net proceeds will go to the relevant entity, indicate the amount of the net proceeds that will be raised by the relevant entity. If none of the proceeds will go to the relevant entity, provide a statement of that fact.**
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Based on the Maximum Subscription Scenario, the estimated net proceeds from the subscription of the Warrants Issue is approximately S\$3.08 million, after deducting professional fees as well as related expenses amounting to an aggregate estimated amount of S\$0.20 million incurred in connection with the Warrants Issue.

In the event that all such Warrants are exercised, the Company will receive further gross proceeds of approximately S\$104.88 million.

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

As and when the Warrants are exercised, the proceeds arising therefrom may also be applied towards the general working capital of the Company and/or such other purposes as the Directors may deem fit. The Company will make the necessary announcements and subsequently provide a status report on the use of such proceeds and any material deviations therefrom in its annual report.

Pending the deployment of the net proceeds from the Warrants Issue, 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 purpose on a short-term basis, as the Directors may, in their absolute discretion, deem fit.

The Warrants Issue is not underwritten in view of the Undertakings and the reasons described in paragraph 1(f) of Part X of this Offer Information Statement. The Directors are of the opinion that, after taking into consideration the Group's present banking facilities, the working capital available to the Group is sufficient to meet its present funding requirements. There is no minimum amount which must be raised from the Warrants Issue.

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

- (a) approximately S\$0.939 for each dollar of gross proceeds raised will be allocated as general working capital of the Group; and
 - (b) approximately S\$0.061 for each dollar of gross proceeds raised will be allocated to meet the 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. The proceeds from the issue of the Warrants pursuant to the Warrants Issue will not be used 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. The proceeds from the issue of the Warrants pursuant to 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 to put.**
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Not applicable. No material part of the proceeds from the issue of the Warrants pursuant to the Warrants Issue will be used to discharge, reduce or retire the indebtedness of the Company or 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 persons 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 underwriter, placement or selling agents were appointed in relation to the Warrants Issue.

Information on the Relevant Entity**9 Provide the following information:**

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

Registered office address : No. 6 Pioneer Sector 1
Singapore 628418

Telephone number : (65) 6262 1380

Facsimile number : (65) 6262 2108

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

The principal activity of the Company is that of an investment holding company.

The core business of the Group is in the design and manufacture of an array of specialised equipment and components in the offshore environment, with complementary services in project management, engineering services, quality assurance and construction supervision.

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

Name of Subsidiary	Country of Incorporation	Effective interest held by the Group	Principal activities
PPL Holdings Pte Ltd	Singapore	100%	Investment holding
Sea Deep Shipyard Pte. Ltd.	Singapore	100%	Manufacture of steel components and service and maintenance for the offshore oil and gas industry

Held by PPL Holdings Pte Ltd

E-Interface Holdings Limited	British Virgin Island	100%	Investment holding
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Held by Sea Deep Shipyard Pte. Ltd.

Interseas Shipping (Private) Limited	Singapore	100%	Manufacture of steel components and service and maintenance for the offshore oil and gas industry
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As at the Latest Practicable Date, the associated company of the Company and its principal activities is as follows:

Name of Associated Company	Country of Incorporation	Effective interest held by the Group	Principal activities
York Transport Equipment (Asia) Pte Ltd	Singapore	49%*	Production and distribution of axles and related components

* Pursuant to a call and put option agreement dated 5 October 2007 entered into between the Company and TRF Limited, the Company had granted to TRF Limited a call option which when exercised will allow TRF Limited to purchase from the Company, and TRF Limited had also granted to the Company a put option

which when exercised will require TRF Limited to purchase from the Company, the balance of approximately 49% of the issued and paid-up share capital of York Transport Equipment (Asia) Pte Ltd during the exercise period commencing on and after 1 April 2010. The Company had on 5 October 2007 completed a sale of its 51% interest in York Transport Equipment (Asia) Pte Ltd to TRF Limited for a cash consideration of S\$16.575 million.

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

The general development of the business of the Group over the past three (3) financial years to the Latest Practicable Date is as follows:

FY2006

On 24 February 2006, the Company announced that it was undertaking a renounceable non-underwritten rights issue of up to 570,000,000 new Shares (the “**Rights Shares**”) at an issue price of S\$0.025 for each Rights Share with up to 28,500,000 Issued 2006 Warrants, each Issued 2006 Warrant carried the right to subscribe for one (1) new Share at an exercise price of S\$0.025 for each new Share, on the basis of twenty (20) Rights Shares with one (1) free detachable Issued 2006 Warrant for every two (2) existing Shares held by Shareholders of the Company then, fractional entitlements being disregarded. On 14 June 2006, 570,000,000 Rights Shares and 28,499,819 Issued 2006 Warrants were allotted and issued to the Shareholders. The Rights Shares and the Issued 2006 Warrants were listed and quoted on the SGX-ST on 15 June 2006 and 16 June 2006 respectively.

FY2007

On 16 March 2007, the Company announced that it had entered into a share purchase agreement with Dr Benety Chang, Dr Heng Chin Ngor Doris @ Heng Lee Fung Doris, Anthony Sabastian Aurol and Tan Yang Guan (collectively, the “**Vendors**”) to acquire from the Vendors an aggregate of 20,000,000 issued ordinary shares, representing the entire issued and paid-up share capital of PPL Holdings Pte Ltd (“**PPLH**”) for a purchase consideration of S\$3.6 million. The purchase consideration was arrived at after arm’s length negotiations on a “willing seller-willing buyer” basis, after taking into consideration the unaudited proforma NTA of PPLH of approximately S\$3.63 million as at 31 December 2006. The said acquisition was completed on 23 May 2007.

The acquisition of PPLH allowed the Company to reduce its reliance on the Group’s truck and trailer axles business and maximise Shareholders’ value through an investment with potential for future capital gains and the benefit of gaining exposure to the buoyant marine offshore industry.

On 23 July 2007, the Company announced that it had entered into a share purchase agreement (the “**Share Purchase Agreement**”) with TRF Limited (“**TRF**”) for the sale by the Company to TRF of 12,870,941 issued and fully paid-up ordinary shares, representing approximately 51% of the issued and paid up share capital of York Transport Equipment (Asia) Pte Ltd (“**York Transport**”) for a cash consideration of S\$16.575 million. The sale of the Company’s 51% interest in York Transport was completed on 5 October 2007.

Pursuant to the terms of the Share Purchase Agreement, the Company had entered into a call and put option agreement dated 5 October 2007 (the “**Call and Put Option Agreement**”) with TRF whereby the Company had granted to TRF a call option which when exercised will allow TRF to purchase from the Company, and TRF had also granted to the Company a put option which when exercised will require TRF to purchase from the Company, the balance 12,366,198 issued and fully

paid-up ordinary shares of York Transport at the price to be calculated in accordance with the Call and Put Option Agreement during the exercise period commencing on and after 1 April 2010. There is no expiry date for the exercise of the said call option or the put option by either party.

FY2008

On 1 February 2008, the Company announced that it had entered into a conditional share purchase agreement with Saberon to acquire the entire issued and paid-up share capital of Sea Deep Shipyard Pte. Ltd. and its subsidiary, Interseas Shipping (Private) Limited (collectively, the “**SDSPL Group**”) for a purchase consideration of S\$20.0 million. The purchase consideration was arrived at after arm’s length negotiations on a “willing seller-willing buyer” basis, after taking into consideration the unaudited net profit after tax of the SDSPL Group for its financial year ended 31 December 2007 of S\$11.8 million and the business prospects of the SDSPL Group. The SDSPL Group is principally engaged in the manufacturing of steel components and service and maintenance for the oil and gas industry. The said acquisition was completed on 30 April 2008.

The acquisition of SDSPL Group allowed the Group to gain direct exposure to the component and equipment supply sector of the offshore marine industry, the prospects of which are expected to remain favourable over the next few years.

On 26 September 2008, the Company announced that the SGX-ST had on 25 September 2008 granted in-principle approval for the transfer of the listing and quotation of the Shares from the Catalyst to the Main Board of the SGX-ST (the “**Transfer**”). The Transfer was effected on 6 October 2008.

From 1 January 2009 till the Latest Practicable Date

On 20 August 2009, the Company announced that it was proposing to undertake the Warrants Issue, the principal terms of which are described in paragraph 1(a) of Part X of this Offer Information Statement.

On 1 October 2009, the SGX-ST granted in-principle approval for the listing of and quotation for the Warrants and the New Shares on the SGX-ST subject to certain conditions. Approval in-principle granted by the SGX-ST for the admission to the Official List of the SGX-ST and the listing of and quotation for the Warrants and the New Shares on the SGX-ST is not to be taken as an indication of the merits of the Company, its subsidiaries, the Shares, the Warrants Issue, the Warrants or the New Shares.

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

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

Issued and paid up share capital	:	S\$18,648,758 comprising 652,718,521 Shares
Loan Capital	:	Nil

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

As at the Latest Practicable Date, the Substantial Shareholders of the Company and the number of Shares they hold as recorded in the register of Substantial Shareholders maintained by the Company pursuant to the Companies Act, were as follows:

Name	Direct Interest		Deemed Interest	
	Number of Shares	% of Issued Capital ⁽¹⁾	Number of Shares	% of Issued Capital ⁽¹⁾
Saberon	455,994,550	69.86	–	–
Dr Benety Chang ⁽²⁾	–	–	455,994,550	69.86
Dr Doris Heng Chin Ngor ⁽²⁾	–	–	455,994,550	69.86
Anthony Sabastian AuroI ⁽²⁾	–	–	455,994,550	69.86
Tan Yang Guan ⁽²⁾	1,065,000	0.16	455,994,550	69.86

Notes:

(1) Based on the Existing Share Capital as at the Latest Practicable Date.

(2) Deemed to be interested in the Shares held by Saberon by virtue of Section 7 of the Companies Act.

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

As at the Latest Practicable Date and to the best of the Directors' knowledge, there are no legal or arbitration proceedings to which the Company and/or its subsidiaries is a party or which is pending or known to be contemplated, the outcome of which, in the opinion of the Directors, may have or have had in the last twelve (12) months immediately preceding the date of lodgement of this Offer Information Statement, a material effect on the financial position or profitability of the Group taken as a whole.

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

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

The Company did not issue any securities or equity interests within the twelve (12) months immediately preceding the Latest Practicable Date save for the new Shares issued upon the exercise of the Issued 2006 Warrants.

Pursuant to a renounceable non-underwritten rights issue undertaken by the Company in FY2006, the Company had in connection therewith, issued 28,499,819 Issued 2006 Warrants as constituted under a deed poll dated 16 May 2006. The Issued 2006 Warrants entitled the holder thereof to subscribe for one (1) new Share at an exercise price of S\$0.025 for each new Share.

As at the Latest Practicable Date, 25,718,521 Issued 2006 Warrants have been exercised by its holders and an aggregate of 25,718,521 new Shares were issued by the Company, of which 21,339,945 Issued 2006 Warrants were exercised and 21,339,945 new Shares were issued in the twelve (12) months prior thereto.

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

Save for the contracts disclosed below, neither the Company nor any of its subsidiaries have entered into any material contracts (not being contracts entered into in the ordinary course of business) within the past two (2) years immediately preceding the date of lodgement of this Offer Information Statement:

- (a) the sale and purchase agreement dated 1 February 2008 entered into between the Company and Saberon pursuant to which the Company acquired 650,000 issued and paid up ordinary shares in the capital of Sea Deep Shipyard Pte. Ltd. at a cash consideration of S\$20.0 million;
- (b) the Deed Poll dated 19 October 2009 executed by the Company for the purpose of constituting the Warrants and containing, *inter alia*, provisions for the protection of the rights and interests of Warranholder; and
- (c) the warrant agency agreement dated 19 October 2009 entered among the Company, the Share Registrar and the Warrant Agent pursuant to which the Warrant Agent was appointed by the Company to act in connection with the Warrants upon the terms and subject to the conditions therein.

PART V (OPERATING AND FINANCIAL REVIEW AND PROSPECTS)

Operating Results

1. Provide selected data from –

- (a) the audited income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, the audited consolidated income statement of the relevant entity or the audited combined income statement of the group, for each financial year (being one 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

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.
-

The audited consolidated income statement of the Group for FY2006, FY2007 and FY2008 and the unaudited consolidated income statement for HY2008 and HY2009 are set out below:

(S\$'000)	FY2006 (Audited)	FY2007 (Audited)	FY2008 (Audited)	HY2008 (Unaudited)	HY2009 (Unaudited)
Revenue	62,567	50,733	74,381	16,613	34,911
Cost of goods sold	(48,742)	(39,279)	(52,439)	(10,427)	(17,323)
Gross Profit	13,825	11,454	21,942	6,186	17,588
Other operating income	435	626	7,713	120	432
Administrative expenses	(7,081)	(5,682)	(5,409)	(2,481)	(2,896)
Selling and distribution expenses	(5,042)	(3,418)	–	–	–
Other operating expenses	(110)	(100)	(1,230)	(187)	(327)
Finance costs	(509)	(161)	(6)	(1)	(6)
Share of results of associates	–	203	(538)	604	(543)
Exceptional items	–	17,918	–	–	–
Profit before tax	1,518	20,840	22,472	4,241	14,248
Income tax expenses	(581)	(860)	(3,654)	(785)	(2,749)
Net profit attributable to equity holders of the Company	937	19,980	18,818	3,456	11,499
EPS (cents) ⁽¹⁾					
Before the Warrants Issue					
- Basic	0.26	3.18	2.98	0.55	1.82
- Diluted	0.24	3.06	2.87	0.53	1.76
After the Warrants Issue					
- Diluted ⁽²⁾	0.10	2.02	1.89	0.33	1.15
Dividends per Share (cents)	N.A.	N.A.	0.50	N.A.	N.A.

Notes:

- (1) EPS has been computed based on the Group's profit attributable to equity holders of the Company for the respective financial years/periods and the weighted average number of Shares in issue of 365,750,000 Shares during FY2006, 628,910,254 Shares during FY2007, 631,324,221 Shares during FY2008, 631,281,396 Shares for HY2008 and 631,586,170 Shares for HY2009.
- (2) Assuming the allotment and issue of 327,749,909 New Shares upon full subscription and exercise of the Warrants pursuant to the Warrants Issue at the beginning of each of FY2006, FY2007, FY2008, HY2008 and HY2009, on a fully diluted basis.

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

Until 5 October 2007, the Group's reported revenue was derived wholly from its trailer axle business which was conducted through York Transport and its subsidiaries. The reduction in the Group's revenue by 19% from S\$62.6 million in FY2006 to S\$50.7 million in FY2007 was attributed to the disposal of York Transport in the fourth quarter of FY2007.

Correspondingly, the Group's gross profit decreased by S\$2.4 million (17%) to S\$11.5 million in FY2007. However, the trailer axle business of the Group remained profitable for the past two years. Profit after tax of the trailer axle business, not adjusted for the proportion of ownership interest held by the Group, was S\$3.5 million in FY2007, as compared to S\$1.7 million in FY2006.

In FY2007, the Group recorded exceptional gains of S\$17.9 million from (i) the gain on disposal of York Transport and its subsidiaries of S\$4.6 million and (ii) the negative goodwill arising on the acquisition of PPLH of S\$13.3 million credited to the income statement. During FY2007, the Group received interim dividends of S\$11.3 million from PPLH's 15% stake in PPL Shipyard Pte Ltd ("**PPL Shipyard**"), which was deemed to be declared from its pre-acquisition profits, and accordingly has been recorded as a reduction in the carrying value of investment.

Overall, the Group achieved a record net profit of S\$20.0 million, as compared to a net profit of S\$0.9 million in FY2006.

FY2008 vs FY2007

The Group's turnover increased by S\$23.6 million or 47% to S\$74.4 million for FY2008 compared to S\$50.7 million in FY2007. The acquisition of SDSPL Group during FY2008 had a sterling impact on the Group's financial performance. SDSPL Group had contributed more than 80% to the Group's bottom line in the eight months that it had been part of the Group.

The Group's gross profit increased by 92% to S\$21.9 million in FY2008. The Group's profitability was further boosted by an interim dividend of US\$3.75 million (equivalent to approximately S\$5.3 million) from the Group's 15% stake in PPL Shipyard as well as a foreign exchange gain of S\$1.5 million due to the strengthening of the US\$ against the S\$. Earnings at the Group's 49% owned associate, York Transport, was affected by lower demand and contributed a loss of S\$0.5 million. Net profit however declined marginally by 6% to S\$18.8 million due to the absence of exceptional gains which was recorded in the previous year.

HY2009 vs HY2008

The Group's revenue increased by S\$18.3 million to S\$34.9 million in HY2009 as the acquisition of SDSPL Group was only completed on 30 April 2008 and accordingly, only 2 months of SDSPL Group's results were consolidated in the revenue reporting for HY2008.

The Group's overall gross profit for HY2009 was S\$17.6 million and pretax profit for the same period was S\$14.2 million.

The Group's net profit for HY2009 was S\$11.5 million and resulting in an earnings per Share of 1.82 cents. The Group's net profit for HY2008 was S\$3.4 million.

Financial Position

4. Provide selected data from the balance sheet of the relevant entity or, if it is the holding company or holding entity of a group, the group as at the end of –
- the most recent completed financial year for which audited financial statements have been published; or
 - 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 consolidated balance sheets of the Group as at 31 December 2008 and 30 June 2009 are set out below:

(\$'000)	As at 31 December 2008 (Audited)	As at 30 June 2009 (Unaudited)
Non-current assets		
Property, plant and equipment	8,647	7,871
Intangible assets	7,868	7,551
Investment in associates	10,569	10,026
Other investment	5,066	5,066
	32,150	30,514
Current assets		
Work-in-progress	8,571	2,043
Inventories	4,513	11,173
Trade receivables	36,304	12,389
Other receivables	887	272
Cash and cash equivalents	37,644	70,992
	87,919	96,869
Less: Current liabilities		
Excess of progress billings over work-in-progress	40,292	42,557
Obligations under finance leases	39	27
Trade payables and other liabilities	14,725	11,500
Tax payable	4,357	4,361
	59,413	58,445

(\$'000)	As at 31 December 2008 (Audited)	As at 30 June 2009 (Unaudited)
Net current assets	28,506	38,424
Non-current liabilities		
Obligations under finance leases	(206)	(132)
Net assets	60,450	68,806
Equity attributable to equity holders of the Company		
Share capital	18,115	18,131
Reserves	42,335	50,675
Total equity	60,450	68,806
Number of Shares as at the end of the respective period	631,378,576	632,006,076
Number of Shares as at the end of the respective period adjusted for the effects of the exercise of all Issued 2006 Warrants outstanding as at the end of the respective period	655,499,819	655,499,819
Number of Shares after the Warrants Issue and assuming exercise of all the Warrants (based on a Maximum Subscription Scenario)	983,249,728	983,249,728
NAV per Share as at the end of the respective period (cents)	9.57	10.89
Adjusted NAV per Share before the Warrants Issue (cents) ⁽¹⁾	9.31	10.59
Adjusted NAV per Share after the Warrants Issue and assuming exercise of all the Warrants (based on a Maximum Subscription Scenario) (cents)	17.19	18.04

Note:

(1) The adjusted NAV per Share was calculated based on the NAV of the Group as at the date at the end of the respective period and adjusted for the financial effects arising from the exercise of all Issued 2006 Warrants outstanding as at the end of the respective period divided by the number of issued Shares as at the end of the respective period adjusted for the new Shares pursuant to the exercise of all Issued 2006 Warrants outstanding as at the end of the respective period.

Liquidity and Capital Resources

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

The consolidated cash flow statements of the Group for FY2008 and HY2009 are set out below:

(S\$'000)	FY2008 (Audited)	HY2009 (Unaudited)
Cash flows from operating activities:		
Profit before tax	22,472	14,248
Adjustments for:		
Depreciation	901	871
Amortisation of intangible assets	421	317
Dividend income	(5,310)	–
Interest income	(135)	(75)
Interest expense	6	6
Loss on disposal of property, plant and equipment	–	16
Share of results of associates	538	543
Operating profit before working capital changes	18,893	15,926
Decrease/(increase) in inventories	1,612	(6,660)
Increase in progress billings in excess of work-in-progress	17,133	8,793
(Increase)/decrease in trade receivables	(10,464)	23,915
Decrease in other receivables	673	615
Decrease/(increase) in pledged deposits	555	(1,457)
Increase/(decrease) in trade payables and other liabilities	2,111	(3,225)
Net cash flow from operations	30,513	37,907
Interest paid	(6)	(6)
Interest received	135	75
Income tax paid	(3,231)	(2,745)
Net cash flows from operating activities	27,411	35,231
Cash flows from investing activities:		
Proceeds from disposal of property, plant and equipment	–	49
Repayment to vendors	(2,000)	–
Dividend income	5,915	–
Purchase of property, plant and equipment	(3,076)	(160)
Net cash outflow on acquisition of subsidiaries	(18,924)	–
Net cash flows (used in) investing activities	(18,085)	(111)
Cash flows from financing activities:		
Net proceeds from conversion of Issued 2006 Warrants	5	16
Dividends on Shares	–	(3,159)
Repayment of advance from a related company	(5,403)	–
Repayment of obligations under finance leases	(24)	(86)
Net cash flows used in financing activities	(5,422)	(3,229)
Net increase in cash and cash equivalents	3,904	31,891
Cash and cash equivalents at beginning of financial year/period	27,205	31,109
Cash and cash equivalents at end of financial year/period (Note A)	31,109	63,000

(\$'000)	FY2008 (Audited)	HY2009 (Unaudited)
Note A:		
Cash and cash equivalents at end of financial year/period comprised of:		
Cash at bank and in hand	2,864	19,499
Short-term deposits	34,780	51,493
	37,644	70,922
Less: Pledged deposits**	(6,535)	(7,992)
	31,109	63,000

** These are deposits pledged to the banks as collateral for banking facilities and the issuance of bank guarantees.

FY2008

In FY2008, the Group ended the year with available cash and cash equivalents of S\$31.1 million and low gearing. Net operating cash flow surged from S\$2.6 million in FY2007 to S\$27.4 million in FY2008. Cash outflow from investing activities was S\$18.1 million during FY2008, mainly due to the acquisition of SDSPL Group in April 2008, which was partially offset by dividends received from PPL Shipyard and York Transport. Net cash outflow from financing activities was S\$5.4 million as a result of repayment of advances to a related company which funded SDSPL Group's operations prior to its acquisition by the Group.

HY2009

The Group's overall cash position was enhanced by improved collections of trade receivables which decreased by S\$23.9 million and net cash flows from operating activities in the six month period rose to S\$35.2 million from S\$5.3 million a year ago. Net cash flows used in investing activities was S\$111,000. Net cash flows used in financing activities was S\$3.2 million due mainly to the payment of a tax exempt one-tier first and final dividend of 0.5 cents per Share, in respect of FY2008.

The Group's available cash and cash equivalents stood at S\$63.0 million as at 30 June 2009, almost doubled the S\$31.1 million as at 31 December 2008.

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- 7. Provide a statement by the directors or equivalent persons of the relevant entity as to whether, in their reasonable opinion, the working capital available to the relevant entity or, if it is the holding company or holding entity of a group, to the group, as at the date of lodgement of the offer information statement, is sufficient for present requirements and, if insufficient, how the additional working capital considered by the directors or equivalent persons to be necessary is proposed to be provided.**
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The Directors are of the reasonable opinion that, as at the date of lodgement of this Offer Information Statement, after taking into consideration the Group's internal resources, operating cash flows, banking facilities and the net proceeds to be raised from the Warrants Issue, the Group will have sufficient working capital to meet its present requirements.

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

Trend Information and Profit Forecast or Profit Estimate

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

The Group's order book was US\$38 million as at 30 June 2009. These orders will be completed over the next 12 to 18 months.

Though the current global economic and financial crisis has affected the outlook for the offshore marine oil and gas industry, the Group remains confident of the industry's long term fundamentals. With a healthy balance sheet and cash flow, the Group will be able to weather the uncertainties ahead. The Group expects to remain profitable in the second half of FY2009.

RISK FACTORS

To the best of the Directors' knowledge and belief, all the risk factors that are material to prospective investors in making an informed judgment on the Warrants Issue (save for those which have already been disclosed to the general public) are set out below.

Prospective investors should carefully consider and evaluate each of the following considerations and all other information contained in this Offer Information Statement before deciding whether to invest in the Warrants. The Group could be affected by a number of risks that may relate to the industry 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, results of operations, financial condition and prospects of the Group could be materially and adversely affected. In that event, the trading price of the Warrants and/or the Shares could decline and investors may lose all or part of their investment in the Warrants and/or the Shares.

RISK RELATED TO THE GROUP'S INDUSTRY

The Group is dependent on the offshore drilling industry

The business and operations of the Group depend principally upon conditions prevailing in the offshore drilling industry. Factors such as fluctuations in oil and gas prices, local and economic conditions, cost of production, capital expenditure by oil and gas companies and discovery rates of oil and gas reserves in offshore areas may affect the level of activities in the offshore drilling industry. In the event that there is a decline in the level of activities resulting in a decrease in demand for the Group's products and services, the Group's financial performance will be adversely affected.

Contract bidding risks

Due to the nature of the drilling construction industry, the Group generally undertakes projects on a fixed-price basis. Revenues and costs of fixed-price contracts will often vary from the amounts originally estimated as a result of variations in materials, labour costs and labour productivity. Such variations from estimates may have a significant impact on the financial performance of the Group.

Operating risks

The operations of the Group are subject to volatility arising from fluctuations in the demand for the Group's services and the timing of awards of new construction or repair projects. As a result, delays in the procurement of a rig component contract or the arrival of a rig to the yard for repairs may affect the operations of the Group during the period when such delays occur.

Risks of performance bonds being called

It is normal in the offshore industry for a customer to request for a performance bond from the supplier when awarding a project. The terms of the bond are contained in the construction contracts and the value of the bond is usually 5.0% to 10.0% of the contract price. The Group's financial performance may be affected by the enforcement of such performance bond.

Fluctuations in the prices of raw materials

Steel is the main raw material used in the manufacture of components for the oil and gas industry. The Group is vulnerable to fluctuations in steel price which is mainly determined by supply and demand conditions in the global market. In the event that there is a significant increase in the price of steel, and if the Group is unable to obtain the requisite supply of steel at reasonable prices or pass on the increase in raw material costs to customers, the Group's business and profitability will be adversely affected.

Dependence on the availability of raw materials

The Group does not enter into any long-term contracts with its suppliers, thus there is no assurance that it will have continued supplies of steel and other raw materials from these suppliers. Furthermore, if the Group is unable to obtain sufficient supplies of steel and other raw materials on a timely basis, due to any of its suppliers being unable to fulfil the demand or ceasing the supply of steel or other raw materials or the Group is unable to find alternative suppliers, its ability to fulfil its contracts will be affected. This will have a significant adverse impact on the Group's profitability.

Dependence on key management personnel and skilled labour

The success of the Group's business is dependent to a large extent on the service and performance of its key management personnel as well as its skilled labour personnel. There is no assurance that the Group will be able to retain its key management personnel or its skilled labour personnel. The loss of key management personnel or skilled labour personnel and the inability to find high calibre replacements will have an adverse impact on the Group's operations and performance.

Exposure to foreign exchange transactions risk

The Group's revenue is denominated mainly in US\$ whereas its expenses are denominated in US\$, S\$ and EUR. Foreign exchange risks arise as a result of mismatch between the currency of sales and currency of expenses. In the event that there are significant fluctuations in foreign exchange rates between the time expenses are incurred and the time of sales and receipts, the Group's financial performance may be affected by such foreign exchange losses. Currently, the Group does not have any formal hedging policy.

Exposure to credit risks and defaults in payments by customers

Payments for contracts are on a progressive basis depending on the completion of different milestones of the projects. There is no assurance that payments by customers on progress billings will be timely and that there will be no defaults by customers. Any delay in payment or default by customers may lead to an increase in allowance for doubtful debts and write-offs of bad debts, leading to a deterioration in the Group's cash flow and its working capital position.

RISKS RELATING TO OWNERSHIP OF THE COMPANY'S SHARES

The Company's Share price may fluctuate

There is no assurance that the market price for the Shares will not fluctuate significantly and rapidly as a result of certain factors, some of which are beyond the Company's control. Examples of such factors include, *inter alia*, (i) variations to its operating results; (ii) changes in securities analysts' estimates of the Group's financial performance; (iii) additions or departures of key personnel; (iv) fluctuations in stock market prices and volume; (v) involvement in litigation; and (vi) general economic, stock and credit market conditions.

Fluctuations in market price and trading volume

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

Liquidity of the Shares

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

RISKS RELATING TO OWNERSHIP OF THE WARRANTS

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

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

Warrants may expire worthless

The Warrants have an Exercise Period of three (3) years. In the event that the Warrants are not exercised by the end of the Exercise Period and/or the prevailing price of the Shares are below that of the Exercise Price of the Warrants during the Exercise Period, the Warrants will expire worthless.

Potential dilution in the event that the Warrants are not exercised

In the event that a 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 Shareholder's interest in the Company may be diluted or varied.

Warrantheolders have no participating rights in further issues of Shares

Subject to the terms and conditions of the Warrants as set out in the Deed Poll, the Company may issue Shares for cash or as a bonus distribution on a *pro rata* basis 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 further issues unless otherwise resolved by the Company in a general meeting.

Fluctuations in price and trading volume

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

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

Not applicable. No profit forecast has been disclosed in this Offer Information Statement.

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

Not applicable. No profit forecast or profit estimate has been disclosed in this Offer Information Statement.

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

Not applicable. No profit forecast has been disclosed in this Offer Information Statement.

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

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

Not applicable. No profit forecast has been disclosed in this Offer Information Statement.

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

Not applicable. No profit forecast has been disclosed in this Offer Information Statement.

Significant Changes

15. Disclose any event that has occurred from the end of –
- (a) the most recent completed financial year for which financial statements have been published; or
 - (b) if interim financial statements have been published for any subsequent period, that period, to the latest practicable date which may have a material effect on the financial position and results of the relevant entity or, if it is the holding company or holding entity of a group, the group, or, if there is no such event, provide an appropriate negative statement.
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Save as disclosed in this Offer Information Statement, the Announcement and other public announcements made by the Company, the Directors are not aware of any event which has occurred since 1 July 2009 and up to the Latest Practicable Date which may have a material effect on the financial position and results of the Group.

Meaning of “published”

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

Noted.

PART VI (THE OFFER AND LISTING)

Offer and Listing Details

1. Indicate the price at which the securities are being offered and the amount of any expense specifically charged to the subscriber or purchaser. If it is not possible to state the offer price as at the date of lodgement of the offer information statement, the method by which the offer price is to be determined must be explained.
-

The Issue Price for each Warrant is S\$0.01, payable in full on acceptance and/or application, and expenses incurred in connection with the Warrants Issue will not be specifically charged to Entitled Shareholders, their renounees or Purchasers for subscribing for the Warrants.

The Exercise Price for each New Share is S\$0.32, payable in full upon exercise of the Warrants (subject to any adjustment under certain circumstances as provided in the Deed Poll).

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

The Shares are traded on the Official List of the SGX-ST. There is no established market for the Warrants. However, approval in-principle was obtained from the SGX-ST on 1 October 2009 for the dealing in, listing of and quotation for the Warrants and the New Shares on the SGX-ST, subject to certain conditions. Please refer to paragraph 1(e) of Part X of this Offer Information Statement for further details of the conditions of the SGX-ST's approval in-principle, which is not to be taken as an indication of the merits of the Company, its subsidiaries, the Shares, the Warrants Issue, the Warrants or the New Shares.

The Issue Price of S\$0.01 for each Warrant and the Exercise Price of S\$0.32 for each New Share were determined by the Company after taking into consideration, *inter alia*, the NTA per Share, the market prices of the Shares and the Exercise Period of the Warrants.

The aggregate of the Issue Price and the Exercise Price of S\$0.33 (the "**Aggregate Price**") represents a premium of approximately 13.79% over the closing price of S\$0.29 per Share traded on the SGX-ST on 20 August 2009, being the date of the Announcement.

The Aggregate Price represents a discount of approximately 7.04% to the closing price of S\$0.355 per Share traded on the SGX-ST as at the Latest Practicable Date.

-
- 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.**
-

None of the Shareholders has pre-emptive rights to subscribe for the Warrants.

For practical reasons and 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 details.

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

No securities of the same class as the Warrants are listed for quotation on any securities exchange. However, the New Shares to be issued upon any exercise of the Warrants are of the same class as the Shares and such Shares are listed for quotation on the Official List of the SGX-ST.

The highest and lowest traded prices and volume of the Shares traded on the SGX-ST during each of the last twelve (12) calendar months immediately preceding the Latest Practicable Date and for the period from 1 October 2009 to the Latest Practicable Date were as follows:

Month	Price Range		Volume of Shares Traded ('000)
	High (\$)	Low (\$)	
October 2008	0.130	0.085	11,822
November 2008	0.160	0.100	23,804
December 2008	0.130	0.105	4,571
January 2009	0.150	0.105	18,513
February 2009	0.120	0.100	10,029
March 2009	0.120	0.095	10,906
April 2009	0.190	0.110	62,493
May 2009	0.320	0.175	208,435
June 2009	0.305	0.220	79,542
July 2009	0.295	0.205	71,291
August 2009	0.365	0.270	241,370
September 2009	0.380	0.335	179,140
1 October 2009 to the Latest Practicable Date	0.360	0.290	62,571

Source: Bloomberg⁽¹⁾

Note:

- (1) Bloomberg 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 SFA. The Company has included the above information in their proper form and context in this Offer Information Statement and has not verified the accuracy of these statements.

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

Not applicable as the Shares have been listed and quoted for more than twelve (12) months immediately preceding the Latest Practicable Date.

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

There has been no significant trading suspension of the Company's securities listed on the SGX-ST during the three (3) years immediately preceding the Latest Practicable Date.

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

Based on the information set out in the table under paragraph 4(a) of this Part, the Shares are regularly traded on the SGX-ST.

5. **Where the securities being offered are not identical to the securities already issued by the relevant entity, provide –**
- (a) **a statement of the rights, preferences and restrictions attached to the securities being offered; and**
- (b) **an indication of the resolutions, authorisations and approvals by virtue of which the entity may create or issue further securities, to rank in priority to or *pari passu* with the securities being offered.**
-

The New Shares, when issued upon the exercise of the Warrants, will rank *pari passu* in all respects with the then existing Shares for any dividends, rights, allotments or other distributions, the Record Date for which falls on or after the date of issue of the New Shares.

Please refer to paragraph 1 of Part X of this Offer Information Statement, Appendix A to this Offer Information Statement and the Deed Poll for the terms and conditions of the Warrants. The Warrants and the New Shares will be issued pursuant to the share issue mandate approved by the Shareholders at the annual general meeting of the Company held on 23 April 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.**
-

Up to 327,749,909 Warrants will be offered pursuant to the Warrants Issue (based on a Maximum Subscription Scenario). The Warrants Issue is proposed to be made on a renounceable non-underwritten basis to the Entitled Shareholders at the Issue Price of S\$0.01 for each Warrant. It shall be conducted on the basis of one (1) Warrant for every two (2) existing Shares held by Entitled Shareholders as at the Books Closure Date.

Disregarded fractional entitlements of the Warrants will be aggregated with the Warrants entitlements which are not taken up or allotted for any reason, and shall be used to satisfy applications for excess Warrants (if any) or disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company.

Entitled Shareholders will be at liberty to accept (in full or in part), decline or otherwise renounce or trade their provisional allotments of Warrants and will be eligible to apply for additional Warrants in excess of their provisional allotments under the Warrants Issue.

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

For practical reasons and in order to avoid any violation of the securities legislations applicable in countries other than Singapore, 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 details.

In view of the Undertakings provided by the Undertaking Shareholders, the Company has decided to proceed with the Warrants Issue on a non-underwritten basis, and no placement or selling agents have been appointed in relation to the Warrants Issue.

Each of the Undertaking Shareholders has provided to the Company and the Manager the irrevocable undertaking to subscribe and/or procure subscriptions in full for their Warrant entitlements under the Warrants Issue. In addition, Saberon has also undertaken to make excess application(s) to subscribe for all the remaining balance of the Warrants which are not the subject of the irrevocable undertakings as aforesaid, of up to 99,220,134 Warrants. Please refer to paragraph 1(f) of Part X of this Offer Information Statement for further details on the Undertakings.

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

Not applicable as the Warrants Issue is not underwritten.

PART VII (ADDITIONAL INFORMATION)

Statements by Experts

1. Where a statement or report attributed to a person as an expert is included in the offer information statement, provide such person's name, address and qualifications.

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

2. Where the offer information statement contains any statement (including what purports to be a copy of, or extract from, a report, memorandum or valuation) made by an expert –

- (a) state the date on which the statement was made;**
- (b) state whether or not it was prepared by the expert for the purpose of incorporation in the offer information statement; and**
- (c) include a statement that the expert has given, and has not withdrawn, his written consent to the issue of the offer information statement with the inclusion of the statement in the form and context in which it is included in the offer information statement.**

3. The information referred to in paragraphs 1 and 2 of this Part need not be provided in the offer information statement if the statement attributed to the expert is a statement to which the exemption under regulation 26(2) or (3) applies.

Not applicable.

Consents from Issue Managers and Underwriters

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

The Manager has given, and has not withdrawn, its written consent to the issue of this Offer Information Statement with the inclusion of its name and all references thereto, in the form and context in which it appears in this Offer Information Statement.

Other Matters

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

Save as disclosed in this Offer Information Statement and to the Director's best knowledge, the Directors are not aware of any other material facts not disclosed under any other paragraphs of this Offer Information Statement which could materially affect, directly or indirectly:

- (a) the Company's business operations or financial position or results; or
 - (b) 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)

1. **Provide -**

- (a) the particulars of the Rights Issue;**
-

Principal Terms of the Warrants Issue

Number of Warrants	:	Based on a Maximum Subscription Scenario, up to 327,749,909 Warrants to be allotted and issued under the Warrants Issue, each Warrant carrying the right to subscribe for one (1) New Share.
Issue Price	:	S\$0.01 for each Warrant, payable in full on acceptance and/or application.
Basis of Provisional Allotment	:	One (1) Warrant for every two (2) existing Shares held by, or, as the case may be, standing to the credit of the Securities Account of the Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded.
Exercise Price	:	The exercise price of S\$0.32 payable 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 pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.

Status of the New Shares	:	The New Shares arising from the exercise of the Warrants will, upon issue and allotment, rank <i>pari passu</i> in all respects with the then existing Shares for any dividends, rights, allotments or other distributions that may be declared or paid, the Record Date for which falls on or after the date of issue of the New Shares.
Listing of the Warrants and the New Shares	:	The SGX-ST has granted approval in-principle for the listing of and quotation for the Warrants and the New Shares on the SGX-ST (subject to certain conditions as described under paragraph 1(e) of Part X of this Offer Information Statement). 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 Shares, the Warrants Issue, the Warrants and the New Shares.
Trading	:	Subject to, <i>inter alia</i> , there being a sufficient spread of holdings for the Warrants, upon the listing of and quotation for the Warrants on the SGX-ST, the Warrants will be traded on the SGX-ST under the book-entry (scripless) settlement system. For the purpose of trading on the SGX-ST, each board lot of Warrants will consist of 1,000 Warrants or such board lot size which the SGX-ST may require.
Form and Subscription Rights	:	The Warrants will be issued in registered form and shall be constituted by the Deed Poll. Subject to the terms and conditions of the Warrants as set out in the Deed Poll, each Warrant shall entitle the Warrantholder, at any time during the Exercise Period, to subscribe for one (1) New Share at the Exercise Price in force on the relevant exercise date.
Exercise Period	:	<p>The Warrants may be exercised at any time from and including the date of issue of the Warrants up to 5.00 p.m. on the date immediately preceding the third (3rd) anniversary of the date of issue of the Warrants unless such date is a date on which the Register of Members is closed or is not a Market Day, in which event the Warrants shall expire on the date prior to the closure of the Register of Members or the immediately preceding Market Day, as the case may be (but excluding such period(s) during which the Register of Warrantholders may be closed), subject to the terms and conditions of the Warrants as set out in the Deed Poll. Warrants remaining unexercised at the expiry of the Exercise Period shall lapse and cease to be valid for any purpose. The right to exercise the Warrants will not be extended beyond the Exercise Period.</p> <p>Notice of expiry of the Warrants shall be sent to all Warrantholders of the Company at least one (1) month before the expiration date, and the appropriate announcement of the expiration date shall also be made on the SGXNET.</p>

- Payment of Exercise Price : Warrantheolders must pay the full amount of the Exercise Price in respect of the Warrants exercised, 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 Warrantheolder's CPF Investment Account (as defined in the Deed Poll) with the CPF Approved Bank (as defined in the Deed Poll) as specified in the Exercise Notice (as defined in the Deed Poll); or
 - (iii) partly in the form of remittance and partly by debiting such Warrantheolder's CPF Investment Account with the CPF Approved Bank as specified in the Exercise Notice.
- Adjustments : The Exercise Price and/or the number of Warrants to be held by each Warrantheolder will, after their issue, be subject to adjustments under certain circumstances as set out in the Deed Poll. Such circumstances include, without limitation, consolidation or subdivision of Shares, capitalisation issues, rights issues and certain capital distributions. Any additional Warrants issued shall rank *pari passu* with the Warrants issued under the Warrants Issue and will for all purposes form part of the same series. Any such adjustments shall (unless otherwise provided under the rules of the SGX-ST from time to time) be announced by the Company on the SGXNET.
- Modification of Rights of Warrantheolders : The Company may, without the consent of the Warrantheolders but in accordance with the terms of the Deed Poll, effect any modification to the terms of the Deed Poll including the terms and conditions of the Warrants which, in the opinion of the Company is:
- (a) not materially prejudicial to the interests of the Warrantheolders;
 - (b) of a formal, technical or minor nature;
 - (c) to correct a manifest error or to comply with mandatory provisions of Singapore law; or
 - (d) to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of New Shares arising from the exercise 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.

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

- (a) lodgement of Warrant certificate(s) and transfer form(s) – a Warranholder whose Warrants are registered in his own name (the “**Transferor**”) shall lodge, during normal business hours on any business day at the specified office of the Warrant Agent, the Transferor’s Warrant certificate(s) together with a transfer form (the “**Transfer Form**”), duly completed and signed by and on behalf of the Transferor and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty and accompanied by the fees and expenses as set out in the Deed Poll provided that the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of the Warrants to CDP; and
- (b) the executors and administrators of a deceased Warranholder 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 a deceased Warranholder. 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 completion of a Transfer Form and the payment of such fees and expenses as set out in the Deed Poll, be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased holder could have made.

Winding-Up : Where there is a members’ voluntary winding-up of the Company (other than a winding-up for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement), the Warranholders may elect to be treated as if they had immediately prior to the commencement of such winding-up exercised the Warrants and had on such date been the holders of the Shares to which they would have become entitled pursuant to such exercise. The Company shall give notice to the Warranholders in accordance with the terms and conditions as set out in the Deed Poll of the passing of any such resolution within seven (7) days after the passing thereof.

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

Further Issues	:	Subject to the terms and conditions of the Warrants as set out in the Deed Poll, the Company shall be at liberty to issue Shares to Shareholders either for cash or as a bonus distribution and further subscription rights upon such terms and conditions as the Company sees fit. However, the Warrant holders shall have no participation rights in any such issues of Shares by the Company unless otherwise resolved by the Company in general meeting.
Use of CPF funds	:	CPF members may use their savings in the CPF Ordinary Account (subject to the availability of investible savings) for the payment of the Exercise Price upon exercise of the Warrants (in which case the New Shares arising therefrom will be held through the CPF Investment Account). CPF members are NOT permitted to use the CPF monies to: <ul style="list-style-type: none"> (i) pay for the Issue Price of the Warrants; and/or (ii) purchase "nil-paid" rights traded on the SGX-ST; and/or (iii) purchase the Warrants traded on the SGX-ST (the listing thereof subject to there being a sufficient spread of holdings).
Warrant Agent	:	Boardroom Corporate & Advisory Services Pte. Ltd..
Governing Law	:	Laws of the Republic of Singapore.

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

The last date and time for splitting is **2 November 2009 at 5.00 p.m.**

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

The last date and time for acceptance of and payment for the Warrants is on **6 November 2009 at 5.00 p.m.** (or **9.30 p.m.** for Electronic Applications).

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

The last date and time for renunciation of and payment by the renounee for the Warrants is on **6 November 2009 at 5.00 p.m.**

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

The allotment and issue of the Warrants are governed by the terms and conditions as set out in this Offer Information Statement, in particular, Appendices B, C and D of this Offer Information Statement and in the PAL, the WEWAF and the WAF.

On 1 October 2009, the SGX-ST granted approval in-principle for the dealing in, listing of and quotation for the Warrants and the New Shares on the SGX-ST, subject to the following conditions:

- (a) compliance with the SGX-ST's continuing listing requirements;
- (b) a written undertaking from the Company that it will make periodic announcements on the use of proceeds from the Warrants Issue and exercise of Warrants and that it will provide a status report on the use of the proceeds in its annual report;
- (c) a written confirmation from financial institution(s) that the Undertaking Shareholders have sufficient financial resources to fulfil their obligations under their Undertakings;
- (d) a written confirmation from the Company that there is a satisfactory spread of Warrantheolders to provide an orderly market for the Warrants in compliance with Rule 826 of the Listing Manual;
- (e) a written confirmation from the Company that the terms of the Warrants Issue do not permit revision of the exercise price/ratio in any form, other than in compliance with Rule 829(1) of the Listing Manual; and
- (f) a written undertaking from the Company that Rules 806, 820, 830 and 831 of the Listing Manual will be complied with.

Shareholders should note that the approval in-principle granted by the SGX-ST is not to be taken as an indication of the merits of the Company, its subsidiaries, the Shares, the Warrants Issue, the Warrants or the New Shares. Furthermore, the SGX-ST assumes no responsibility for the accuracy of any of the statements made, reports contained or opinions expressed in this Offer Information Statement.

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

Each of Saberon and TYG has provided to the Company and the Manager the following irrevocable undertakings in relation to their respective holdings of Shares and Issued 2006 Warrants:

- (a) Saberon and TYG will exercise all their respective Issued 2006 Warrants, which amounts to 19,825,850 and 65,000 Issued 2006 Warrants respectively, prior to the Books Closure Date;
- (b) Saberon and TYG will subscribe or procure subscriptions in full for their Warrant entitlements under the Warrants Issue, which amounts to 227,997,275 and 532,500 Warrants respectively, based on their existing shareholdings in the Company and the new Shares arising from the exercise of the aforesaid Issued 2006 Warrants; and
- (c) Saberon will make excess application(s) to subscribe for all the remaining balance of Warrants which are not the subject of the irrevocable undertakings mentioned in paragraph (b) above, of up to 99,220,134 Warrants.

As at the Latest Practicable Date, the undertakings provided by Saberon and TYG in respect of paragraph (a) above has been fulfilled by each of them.

As at the Latest Practicable Date, Saberon holds 455,994,550 Shares, representing approximately 69.86% of the Existing Share Capital, and TYG holds 1,065,000 Shares, representing approximately 0.16% of the Existing Share Capital.

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

In view of the Undertakings provided by the Undertaking Shareholders, the Company has decided to proceed with the Warrants Issue on a non-underwritten basis.

ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS ISSUE 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.

Based on the audited consolidated financial statements of the Group, the working capital of the Group as at FY2006, FY2007 and FY2008 and the working capital of the Group for HY2009 based on the unaudited consolidated financial statements of the Group for HY2009 were as follows:

(\$'000)	As at 31 Dec 2006 (Audited)	As at 31 Dec 2007 (Audited)	As at 31 Dec 2008 (Audited)	As at 30 Jun 2009 (Unaudited)
Total current assets	31,223	27,238	87,919	96,869
Total current liabilities	13,441	2,393	59,413	58,445
Working capital	17,782	24,845	28,506	38,424

The Group's working capital as at 31 December 2006, 31 December 2007, 31 December 2008 and 30 June 2009 were positive.

FY2007 vs FY2006

On 23 May 2007, the Group announced the completion of its acquisition of the entire issued and paid up share capital of PPLH for S\$3.6 million.

On 5 October 2007, the Group announced the completion of the sale of approximately 51% of the issued and paid up share capital of York Transport to TRF for S\$16.575 million. As a result, York Transport ceased to be a wholly-owned subsidiary of the Group and its results thereafter was only equity accounted for by the Group.

Following the acquisition of PPLH and the disposal of York Transport, the Group's working capital improved by approximately S\$7.06 million from a surplus of approximately S\$17.78 million as at 31 December 2006 to a surplus of approximately S\$24.85 million as at 31 December 2007. The increase was mainly attributed to the disposal of York Transport and the receipt of interim dividends of S\$11.3 million from PPL Shipyard.

FY2008 vs FY2007

On 30 April 2008, the Group acquired the entire issued and paid up share capital of SDSPL Group and accordingly consolidated the results of SDSPL Group from 30 April 2008.

Following the acquisition of SDSPL Group, the Group's working capital improved by approximately S\$3.66 million from a surplus of approximately S\$24.85 million as at 31 December 2007 to a surplus of approximately S\$28.51 million as at 31 December 2008. The increase was mainly attributed to the acquisition of SDSPL Group which contributed positively to the Group's operating cash flows.

HY2009 vs FY2008

The Group's working capital increased by approximately S\$9.92 million from a surplus of approximately S\$28.51 million as at 31 December 2008 to a surplus of approximately S\$38.42 million as at 30 June 2009.

Total current assets increased by approximately S\$8.95 million, mainly due to the increase in inventories and cash and cash equivalents and the decrease in trade receivables and work-in-progress from SDSPL Group's operation. The increase in inventories of approximately S\$6.66

million was due to higher purchases in anticipation of future orders. With improved financial discipline in collection of receivables, trade receivables decreased by approximately S\$23.92 million and cash and cash equivalents increased by approximately S\$33.35 million.

Total current liabilities decreased by approximately S\$0.97 million, mainly due to increase in progress billing over work-in-progress and the decrease in trade payables and other liabilities.

i) where the Rights Issue or bought deal involves an issue of convertible securities, such as company warrants or convertible debt, the information in Rule 832 of the Listing Manual;

(i) Information required under Rule 832 of the Listing Manual:

Rules 832(1) to (8)

- (1) *the maximum number of the underlying securities which would be issued or transferred on exercise or conversion of the company warrants or other convertible securities*
- (2) *the period during which the company warrants or other convertible securities may be exercised and the dates when this right commences and expires*
- (3) *the amount payable on the exercise of the company warrants or other convertible securities*
- (4) *the arrangements for transfer or transmission of the company warrants or other convertible securities*
- (5) *the rights of the holders on the liquidation of the issuer*
- (6) *the arrangements for the variation in the subscription or purchase price and in the number of company warrants or other convertible securities in the event of alterations to the share capital of the issuer*
- (7) *the rights (if any) of the holders to participate in any distributions and/or offers of further securities made by the issuer*
- (8) *a summary of any other material terms of the company warrants or other convertible securities*

For further information in relation to the disclosures required under Rules 832(1) to (8) of the Listing Manual, please refer to “Principal Terms of the Warrants Issue” under paragraph 1 of Part X of this Offer Information Statement.

Rule 832(9)

- (9) *the purpose for and use of proceeds of the issue, including the use of future proceeds arising from the conversion/exercise of the company warrants or other convertible securities*

The Company intends to use the net proceeds from the subscription of the Warrants under the Warrants Issue for its general working capital purposes. As and when the Warrants are exercised, the proceeds arising therefrom may also be applied towards the general working capital of the Company and/or such other purposes as the Directors may deem fit. The Company will make the necessary announcements and subsequently provide a status report on the use of such proceeds and any material deviations therefrom in its annual report.

Pending the deployment of the net proceeds from the Warrants Issue, 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 purpose on a short-term basis, as the Directors may, in their absolute discretion, deem fit.

Rule 832(10)

(10) *Financial effects of the Warrants Issue*

Based on the Maximum Subscription Scenario and assuming that the Warrants Issue had been completed on 31 December 2008 (unless otherwise stated), based on the latest audited consolidated financial statements of the Company and the Group respectively, for FY2008, the financial effects of the Warrants Issue on the Company and the Group are set out below.

The analysis below has been prepared solely for illustrative purposes only and does not purport to be indicative or a projection of the results and financial position of the Company and the Group immediately after the completion of the Warrants Issue.

Share Capital of the Company

The effects of the Warrants Issue on the share capital of the Company as at 31 December 2008, adjusted for the effects of the exercise of all the Issued 2006 Warrants which were outstanding as at 31 December 2008 is as follows:

	Number of Shares	S\$
Share capital of the Company as at 31 December 2008	631,378,576	18,115,259
Exercise of all the Issued 2006 Warrants which were outstanding as at 31 December 2008	24,121,243	603,031
Share capital of the Company as at 31 December 2008, adjusted for the effects of the exercise of all the Issued 2006 Warrants which were outstanding as at 31 December 2008	655,499,819	18,718,290
Add: New Shares ⁽¹⁾	327,749,909	108,157,470
Enlarged issued and paid up share capital of the Company after the Warrants Issue and the exercise of all the Warrants (based on a Maximum Subscription Scenario)	983,249,728	126,875,760

Note:

(1) Assuming that there are no adjustments to the number of Warrants.

There will be no effect on the issued and paid-up share capital of the Company immediately after the issue of the Warrants and before the exercise of any of the Warrants.

NTA of the Group

The effect of the Warrants Issue on the NTA of the Group based on the audited consolidated balance sheet of the Group as at 31 December 2008 adjusted for the financial effects arising from the exercise of all the Issued 2006 Warrants which were outstanding as at 31 December 2008, is as follows:

	S\$
NTA as at 31 December 2008	52,582,641
Add: Proceeds from the exercise of all the Issued 2006 Warrants which were outstanding as at 31 December 2008	603,031
Adjusted NTA before the Warrants Issue	53,185,672
Add: Net Proceeds from the Warrants Issue	3,077,499
Adjusted NTA after the Warrants Issue but before exercise of the Warrants	56,263,171
Add: Proceeds from the exercise of all the Warrants	104,879,971
Adjusted NTA after the Warrants Issue and assuming exercise of all the Warrants (based on a Maximum Subscription Scenario)	161,143,142

Before the Warrants Issue

Total number of issued Shares as at 31 December 2008, adjusted for the effects of the exercise of all the Issued 2006 Warrants which were outstanding as at 31 December 2008	655,499,819
Adjusted NTA per Share (cents)	8.11

Immediately after the Warrants Issue but before the exercise of the Warrants

Total number of issued Shares as at 31 December 2008, adjusted for the effects of the exercise of all the Issued 2006 Warrants which were outstanding as at 31 December 2008	655,499,819
Adjusted NTA per Share (cents)	8.58

After the Warrants Issue and assuming exercise of all the Warrants

Total number of issued Shares on a Maximum Subscription Scenario basis	983,249,728
Adjusted NTA per Share (cents)	16.39

Earnings and EPS

The enlarged share capital of the Company following the Warrants Issue may have a dilutive effect on the EPS in the event future earnings do not increase to a level commensurate with the earnings dilution arising from the enlarged share capital of the Company. The future effect of the Warrants Issue on the Group's earnings will in turn depend on the earnings or returns realised from the proceeds from the Warrants Issue, and is not determinable at this point in time.

Based on the audited consolidated profit and loss statement of the Group for FY2008 and assuming the Warrants Issue had occurred at the beginning of FY2008, the estimated financial effects of the Warrants Issue on the EPS of the Group are as follows:

Profit attributable to Shareholders for FY2008	18,817,763
EPS before the Warrants Issue - diluted (cents)	2.87 ⁽¹⁾
EPS after the Warrants Issue - diluted (cents)	1.89 ⁽²⁾

Notes:

- (1) Based on 655,445,464 Shares comprising the weighted average number of 631,324,221 Shares for FY2008 adjusted for the dilutive effects of the Issued 2006 Warrants which were outstanding as at 31 December 2008.
- (2) The EPS after the Warrants Issue was calculated on the assumption that 327,749,909 New Shares (based on a Maximum Subscription Scenario) were issued at the beginning of FY2008 and added to the 655,445,464 Shares as set out in Note (1) above.

Net Cash Position

The effect of the Warrants Issue on the cash position of the Group, based on the audited consolidated financial statements of the Group as at 31 December 2008 adjusted for the financial effects arising from the exercise of all the Issued 2006 Warrants which were outstanding as at 31 December 2008, is as follows:

	S\$
Cash as at 31 December 2008	37,644,883
Less: Borrowings as at 31 December 2008	(245,357)
Add: Proceeds from the exercise of all the Issued 2006 Warrants which were outstanding as at 31 December 2008	603,031
Adjusted net cash position before the Warrants Issue	38,002,557
Add: Net proceeds from the Warrants Issue	3,077,499
Adjusted net cash position after the Warrants Issue but before the exercise of the Warrants	41,080,056
Add: Proceeds from the exercise of all the Warrants	104,879,971
Adjusted net cash position after the Warrants Issue and assuming exercise of all Warrants (based on a Maximum Subscription Scenario)	145,960,027

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- ii) **where the Rights Issue or bought deal is underwritten and the exercise or conversion price is based on price-fixing formula, to state the exercise or conversion price must be fixed and announced before trading of nil-paid rights commerce**
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Not applicable as the Warrants Issue is not underwritten.

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.

The Manager confirms that, having made all reasonable enquiries and to the best of the knowledge and belief of the Manager based on the information made available to it by the Company, this Offer Information Statement constitutes full and true disclosure of all material facts about the Warrants Issue, the Company and its subsidiaries, and that the Manager 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 as at the date of this Offer Information Statement.

APPENDIX A - TERMS AND CONDITIONS OF THE WARRANTS

Up to 327,749,909 Warrants (as defined below) to subscribe for up to 327,749,909 new ordinary shares (the **"New Shares"**) in the capital of Baker Technology Limited (the **"Company"**) are issued subject to and with the benefit of a deed poll dated 19 October 2009 (the **"Deed Poll"**) and executed by the Company. The issue of the Warrants was authorised by resolutions of the board of directors of the Company and by a share issue mandate approved by shareholders of the Company on 23 April 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 Deed Poll.

Copies of the Deed Poll are available for inspection at the registered office for the time being of the Company and at the specified office for the time being of the warrant agent referred to in Condition 4(f) (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 Deed Poll.

1. DEFINITIONS

Terms defined in the Deed Poll but not specifically defined herein shall, unless the context otherwise requires, have the same meanings when used in these Conditions.

"Act" means the Companies Act, Chapter 50 of Singapore, as may be amended or modified from time to time.

"Approved Person" means any financial adviser or certified public accountant (other than the Auditors) in Singapore of 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 this Deed Poll or the Conditions, such other auditors as may be nominated by the Company.

"Business Day" means a day (other than a Saturday, a Sunday or public holiday) on which the banks, the SGX-ST, CDP and the Warrant Agent are open for business in Singapore.

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

"CPF" means the Central Provident Fund.

"CPF Act" means the Central Provident Fund Act, Chapter 36 of Singapore, as may be amended or modified from time to time.

"CPF Approved Bank" means any bank appointed by the CPF Board to be a bank for the purposes of the CPF Regulations.

"CPF Board" means a 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.

"Conditions" means the terms and conditions endorsed on the Warrant Certificates as the same may from time to time be modified in accordance with the provisions set out herein and therein and any reference in this Deed Poll to a particular Condition shall be construed accordingly.

“Deed Poll” means this Deed Poll and the Schedules (as the same may be modified from time to time in accordance with the terms hereof) and includes any deed executed in accordance with the provisions hereof (as from time to time modified as aforesaid) and expressed to be supplemental hereto.

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

“Designated Account” means a bank account to be specified and operated by the Company and maintained with a bank in Singapore for the purpose of crediting monies received from the exercising Warrantholders in satisfaction of the Exercise Price in relation to the Warrants exercised by such exercising Warrantholders.

“Directors” means the directors for the time being of the Company.

“Exercise Date” means, in relation to the exercise of a Warrant, the Business Day (falling within the Exercise Period) on which the applicable conditions referred to in Condition 4 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 and/or the Warrant Register is closed, then the **“Exercise Date”** shall be the next Business Day on which such registers of the Company are 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. on the date immediately preceding the third (3rd) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members of the Company and/or the Warrant Register is closed or is not a Market Day, in which event the Warrants shall expire on the date prior to the closure of the Register of Members of the Company and/or the Warrant Register or on the immediately preceding Market Day, as the case may be (but excluding such period(s) during which the Warrant Register may be closed). The right to exercise the Warrants will not be extended beyond the Exercise Period.

“Exercise Price” means S\$0.32, being the sum payable in respect of each New Share to which a Warrantholder will be entitled to subscribe upon exercise of a Warrant, subject to such adjustments in accordance with Condition 5.

“Expiry Date” means the last day of the Exercise Period.

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

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

“New Shares” means new Shares to be issued by the Company, credited as fully paid, upon the exercise of the Warrants, including, where the context so admits, such new Shares arising from the exercise of any additional Warrants as may be required or permitted to be issued in accordance with the terms and conditions of the Warrants.

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

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

“Shares” means ordinary shares in the capital of the Company.

“Share Registrar” means Boardroom Corporate & Advisory Services Pte. Ltd. of 3 Church Street #08-01 Samsung Hub Singapore 049483 or such other person as may be appointed as such from time to time by the Company.

“Shareholders” means the holders of the Shares whose names appear in the Register of Members of the Company, or where CDP is the registered holder of Shares, the term **“Shareholders”** shall, in relation to such Shares and where the context so admits, mean the Depositors who have Shares entered against their respective names in the Depository Register.

“Special Resolution” means a resolution passed at a meeting of the Warrantholders duly convened and held and carried by a majority consisting of not less than three-fourths of the votes cast.

“unexercised” means, in relation to the Warrants, all the Warrants which have been issued pursuant to the resolutions referred to in the Recitals hereto and all the Warrants which are issued pursuant to Condition 5 for so long as the Warrants shall not have lapsed in accordance with Condition 3 other than (a) those which have been exercised in accordance with their terms, (b) those mutilated or defaced Warrants in respect of which replacement Warrants have been duly issued pursuant to Condition 10, (c) the temporary global warrant, if any, following its exchange for a Warrant or Warrants in definitive form and (d) for the purpose of ascertaining the number of Warrants unexercised at any time (but not for the purpose of ascertaining whether any Warrants are unexercised) those Warrants alleged to have been lost, stolen or destroyed and in respect of which replacement Warrants have been issued pursuant to Condition 10; provided that for the purposes of (1) the right to attend and vote at any meeting of Warrantholders and (2) the determination of how many and which Warrants for the time being remain unexercised for the purposes of Condition 11 and paragraphs 1, 3, 4 and 8 of Schedule 2, those Warrants which have not been exercised but have been lodged for exercise (whether or not the conditions precedent to such exercise have been or will be fulfilled) shall, unless and until withdrawn from lodgement, be deemed not to remain unexercised.

“Warrant Agency Agreement” means the Warrant Agency Agreement to be made between (1) the Company, (2) the Warrant Agent and (3) the Share Registrar appointing, *inter alia*, the Warrant Agent, as the same may be modified from time to time by the parties thereto, and includes any other agreement (whether made pursuant to the terms of the Warrant Agency Agreement or otherwise) appointing further or other Warrant Agents or amending or modifying the terms of any such appointment.

“Warrant Agent” means Boardroom Corporate & Advisory Services Pte. Ltd. of 3 Church Street #08-01 Samsung Hub Singapore 049483 or such other person as may be appointed as such from time to time pursuant to the Warrant Agency Agreement.

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

“Warrant Register” shall have the meaning ascribed to it in Condition 4(g).

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

“Warrants” means up to 327,749,909 warrants to be issued pursuant to the resolutions referred to in the Recitals hereto and the additional warrants to be issued pursuant to Condition 5 and for the time being remaining unexercised or, as the context may require, a specific number thereof and includes any replacement warrant issued pursuant to Condition 10.

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 Warrant Register on behalf of the Company and except as required by law:
- (i) the registered holder of Warrants (other than CDP); and
 - (ii) (where the registered holder of Warrants is CDP) each Depositor for the time being appearing in the Depository Register maintained by CDP 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 any of its covenants contained in the Deed Poll or these Conditions and notwithstanding any notice of ownership or writing hereon or notice of any previous loss or theft or forgery of the relevant Warrant Certificate or any irregularity or error in the records of CDP or any express notice to the Company or Warrant Agent or any other related matters) for the purpose of giving effect to the exercise of the rights constituted by the Warrants and for all other purposes in connection with the Warrants.

- (b) If two (2) or more persons are entered in the Warrant Register or (as the case may be) the records maintained by CDP, as joint holder 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 (2) persons as the registered joint holders of any Warrant but this provision shall not apply in the case of executors or trustees of a deceased Warranholder;
 - (ii) joint holders of any Warrant whose names are entered in the Warrant Register or (as the case may be) the relevant records maintained by CDP shall be treated as one (1) Warranholder;
 - (iii) the Company shall not be bound to issue more than one (1) Warrant Certificate for a Warrant registered jointly in the names of several persons and delivery of a Warrant Certificate to the joint holder whose name stands first in the Warrant Register shall be sufficient delivery to all; and
 - (iv) the joint holders of any Warrant whose names are entered in the Warrant Register or (as the case may be) the relevant records maintained by CDP shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such Warrant or the exercise of such Warrant.

3. EXERCISE RIGHTS

- (a) Each Warranholder shall have the right, by way of exercise of a Warrant, at any time during normal business hours on any Business Day during the Exercise Period in the manner set out in Condition 4 and otherwise on the terms and subject to these Conditions, to subscribe for one (1) New Share at the Exercise Price, subject to adjustments in accordance with Condition 5, on the Exercise Date applicable to such Warrant. No fraction of a Share shall be allotted.
- (b) At the expiry of the Exercise Period, any Warrants which have not been exercised in accordance with Condition 4 will lapse and cease to be valid for any purpose. The right to exercise the Warrants will not be extended beyond the Expiry Period.

- (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 Expiry Date shall become void.

4. PROCEDURE FOR EXERCISE OF WARRANTS

(a) Lodgement Conditions

In order to exercise one (1) or more Warrants, a Warranholder must before 3.00 p.m. on any Business Day and before 5.00 p.m. on the Expiry Date during the Exercise Period, fulfil the following conditions:

- (i) lodgement of the relevant Warrant Certificate registered in the name of the exercising Warranholder or CDP (as the case may be) for exercise at the specified office for the time being of the Warrant Agent together with the Exercise Notice (copies of which may be obtained from the Warrant Agent or the Company) in respect of the Warrants represented thereby, duly completed and signed by or on behalf of the exercising 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 or defer the production of the relevant Warrant Certificate where such Warrant Certificate is registered in the name of CDP;
- (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 Condition 4(b) below;
- (iv) the payment of deposit or other fees or expenses for the time being chargeable by, and payable to, CDP (if any) or any stamp, issue, registration or other similar taxes or duties arising on the exercise of the relevant Warrant(s) as the Warrant Agent may require; and
- (v) if applicable, the payment of any fees for certificates for the New Shares to be issued, submit any necessary documents required in order to effect, and pay the expenses of the registration of the New Shares in the name of the exercising Warranholder or CDP (as the case may be) and the delivery of certificates for the New Shares upon exercise of the relevant Warrants to the place specified by the exercising Warranholder in the Exercise Notice or to CDP (as the case may be).

Any exercise by a Warranholder in respect of Warrants registered in the name of CDP 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 remaining so credited until the relevant Exercise Date and on the exercising Warranholder electing in the Exercise Notice to have the delivery of the New 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.

An Exercise Notice which does not comply with the conditions above shall be void for all purposes. Warranholders whose Warrants are registered in the name of CDP irrevocably authorise the Company and the Warrant Agent to obtain from CDP and to rely upon such information and documents as the Company or the Warrant Agent deems necessary to satisfy itself that all the abovementioned conditions have been fulfilled and such other information as the Company or the Warrant Agent may require in accordance with these

Conditions and the Deed Poll and to take such steps as may be required by CDP (including the steps set out in CDP's "Guidelines to the Procedures for Exercise of Warrants/TSR (Warrants)" as amended from time to time) in connection with the operation of the Securities Account of any Warranholder Provided that the Company and the Warrant Agent shall not be liable in any way whatsoever for any loss or damage incurred or suffered by the Warranholder as a result of or in connection with reliance by the Company, the Warrant Agent or any other persons upon the records of and information supplied by CDP.

Once all the abovementioned conditions (where applicable) have been fulfilled, the relevant Warrant Certificate(s) (if any), Exercise Notice and any monies tendered in or towards payment of the Exercise Price in accordance with Condition 4(b) below may not be withdrawn without the consent in writing of the Company.

(b) Payment of Exercise Price

Payment of the Exercise Price shall be made to the specified office of the Warrant Agent by way of a remittance in Singapore currency by banker's draft or cashier's order drawn on a bank operating in Singapore, and/or by debiting the CPF Investment Account with the CPF Approved Bank as specified in the Exercise Notice, for the credit of the Designated 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 requirements for the time being applicable.

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 Warranholder, (ii) the number of Warrants exercised and (iii) the certificate numbers of the relevant Warrant Certificates or, if the relevant Warrant Certificates are registered in the name of CDP, the Securities Account(s) of the exercising Warranholder which is to be debited with the Warrants being exercised.

If the payment of the Exercise Price fails to comply with the foregoing provisions, the Warrant Agent may, at its absolute discretion and without liability on behalf of itself or the Company, refuse to recognise the relevant payment as relating to the exercise of any particular Warrant, and the exercise of the relevant Warrants may accordingly be delayed or treated as invalid. If the relevant payment received by the Warrant Agent in respect of an exercising Warranholder'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 Designated Account (subject to Condition 4(d) below) unless and until a further payment is made in accordance with the requirements set out above in this Condition 4(b) in an amount sufficient to cover the deficiency. Neither the Company nor the Warrant Agent shall be held responsible for any loss arising from the retention of any such payment by the Company or the Warrant Agent.

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

(c) Exercise Date

A Warrant shall be treated as exercised on the Exercise Date relating to that Warrant.

(d) Designated Account

Payment of the Exercise Price received by the Warrant Agent shall be deposited to the Designated Account 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 CDP, such Warrant Certificates shall be

cancelled as soon as possible after receipt by the Warrant Agent from CDP of such Warrant Certificates, accompanied by instructions from CDP as to the cancellation of such Warrant Certificates, from CDP.

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 Condition 4(a) have not then all been fulfilled in relation to the exercise of such Warrants, such payment will remain in the Designated 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 (14th) day after receipt of such Exercise Notice by the Warrant Agent and (ii) the Expiry 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 together with such payment, after receipt of the same from the Company, to the exercising Warranholder at the risk and expense of such Warranholder. The Company will, upon receipt of notification from the Warrant Agent of any unsuccessful exercise of Warrants, forward such payment to the Warrant Agent for it to be returned to the exercising 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 Designated 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 fourteen (14) day period with the consent in writing of the Company.

(e) Allotment of New Shares and issue of Balancing Warrant Certificates

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

The Company shall allot and issue the New Shares arising from the exercise of the relevant Warrants by a Warranholder in accordance with the instructions of such Warranholder 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 New 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 (5) Market Days after the relevant Exercise Date, by ordinary post to the address specified in the Exercise Notice (or the Warrant Register, as the case may be) and at the risk of such Warranholder the share certificates relating to such New Shares registered in the name of such Warranholder; and
- (ii) where such Warranholder has elected in the Exercise Notice to have the delivery of New Shares arising from the exercise of the relevant Warrants to be effected by the crediting of 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, the Company shall as soon as practicable but not later than five (5) Market Days after the relevant Exercise Date despatch the certificates relating to such New Shares in the name of, and to, CDP for the credit of the Securities Account of such Warrantholder 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 Warrantholder 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 share certificate(s) relating to the New Shares arising upon exercise of such Warrants.

Where the Warrantholder exercises part only (but not all) of the subscription rights represented by the Warrants registered in the name of CDP, the number of Warrants represented by the Warrant Certificates registered in the name of CDP shall be deemed to have been reduced for all purposes by the number of Warrants so exercised.

The New Shares will rank for any dividends, rights, allotments or other distributions, the record date for which shall fall on or after the date of issue of the New Shares. Subject as aforesaid, the New Shares shall rank *pari passu* in all other respects with the then existing Shares. For the purpose of this Condition 4(e), “**record date**” means, in relation to any dividends, rights, allotments or other distributions, the date on which as at the close of business (or such other time in accordance with market practice as may have been notified in writing by the Company), Shareholders must be registered with the Company or in the case of Shareholders whose Shares are registered in the name of CDP, with CDP, in order to participate in such dividends, rights, allotments or other distributions.

(f) Warrant Agent and Share Registrar

The names of the initial Warrant Agent and the Share Registrar and their respective specified offices are set out below. The Company reserves the right at any time to vary or terminate the appointment of the Warrant Agent or the Share Registrar and to appoint an additional or another Warrant Agent or another Share 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 names or specified offices of the Warrant Agent or the Share Registrar will be given to the Warrantholders in accordance with Condition 12.

Share Registrar and Warrant Agent:

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

(g) Register of Warrantholders

(i) The Warrant Agent will maintain a register containing particulars of the Warrantholders (other than Warrantholders who are Depositors) and such other information relating to the Warrants as the Company may require (the “**Warrant Register**”). The Warrant Register (and, with the approval of CDP, the Depository Register) may be closed during such periods when the Register of Transfers and/or the Register of Members of the Company is deemed to be closed and during such periods as may be required to determine the adjustments to the Exercise Price and/or the number of Warrants held by any Warrantholder or during such other periods as the Company may determine. Notice of the closure of the Warrant Register and (if applicable) the Depository Register will be given to the Warrantholders in accordance with Condition 12.

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

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

5. ADJUSTMENTS 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 Person and certified to be in accordance with the formulae stated in 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 Deed Poll in all or any of the following cases:
 - (i) any consolidation, subdivision or conversion of the Shares; or
 - (ii) an issue by the Company of Shares credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature) to its Shareholders (other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend); or
 - (iii) a Capital Distribution (as defined below) made by the Company to its Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or
 - (iv) an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights; or
 - (v) an issue (otherwise than pursuant to an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights, requiring an adjustment under Condition 5(a)(iv), and other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) by the Company of Shares, if the Total Effective Consideration (as defined below) for each Share is less than ninety per cent. (90%) of the Last Dealt Price for each Share (calculated as provided below).

(b) Subject to these Conditions and the Deed Poll, the Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted in accordance with the following provisions (but so that if the event giving rise to any such adjustment shall be capable of falling within any two (2) or more of Conditions 5(a)(i) to 5(a)(v) or if such event is capable of giving rise to more than one (1) adjustment, the adjustment shall be made in such manner as the Approved Person shall determine):

(i) If, and whenever, consolidation or subdivision or conversion of the Shares occurs, the Exercise Price shall be adjusted in the following manner:

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

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

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

Where:

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

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

W = existing number of Warrants held; and

P = existing Exercise Price.

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

(ii) If and whenever the Company shall make any issue of Shares to its Shareholders (other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other 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 held by each Warrantholder shall be adjusted in the following manner:

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

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

where:

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

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

P = as in P above; and

W = as in W above.

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

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

(iii) If and whenever:

- (a) the Company shall make a Capital Distribution (as defined below) to Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets);
- (b) the Company shall make any offer or invitation to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights, then the Exercise Price shall be adjusted in the following manner:

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

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

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

where:

C = the average of the Last Dealt Prices on the five (5) Market Days immediately preceding the date on which the Capital Distribution, or any offer or invitation referred to in Condition 5(b)(iii)(b) above, is publicly announced to the SGX-ST or (failing any such announcement) immediately preceding the date of the Capital Distribution or as the case may be, of the offer or invitation;

D = (i) in the case of an offer or invitation to acquire or subscribe for Shares by way of rights under Condition 5(b)(iii)(b) above, the value of the rights attributable to one (1) Share (as defined below); or (ii) in the case of any other transaction falling within Condition 5(b)(iii) above, the fair market value, as determined by an Approved Person, of that portion of the Capital Distribution or of the nil-paid rights attributable to one (1) Share;

P = as in P above; and

W = as in W above.

For the purpose of definition (i) of “D” above, the “**value of the rights attributable to one (1) Share**” shall be calculated in accordance with the formula:

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

where:

C = as in C above;

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

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

1 = one.

For the purposes of Conditions 5(a)(iii) and 5(b)(iii)(a), “**Capital Distribution**” shall (without prejudice to the generality of that expression) include distributions in cash or specie (other than dividends) or by way of issue of Shares (not falling under Condition 5(b)(ii)) or other securities (other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other 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 of such distribution and any cancellation of capital which is lost or unrepresented by available assets shall not be deemed to be a Capital Distribution.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue pursuant to Condition 5(b)(iii)(a).

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the closing date for the above transactions for such issue pursuant to Condition 5(b)(iii)(b).

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

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

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

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

where:

B = as in B above;

C = as in C above;

E = as in E above;

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

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

P = as in P above; and

W = as in W above.

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

- (v) If and whenever (otherwise than pursuant to a rights issue available to all Shareholders alike and requiring an adjustment under Condition 5(b)(iii)(b) or 5(b)(iv) and other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend), the Company shall issue any Shares and the Total Effective Consideration for each Share (as defined below) is less than ninety per cent. (90%) of the average Last Dealt Price on the SGX-ST on the five (5) Market Days before the date on which the issue price of such Shares is determined, or, if such price is determined either before the close of business on the SGX-ST for that day or on a day which is not a Market Day, on the immediately preceding Market Day, the Exercise Price shall be adjusted in the following manner:

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

where:

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

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

M = the aggregate number of Shares so issued; and

P = as in P above.

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

For the purposes of Conditions 5(a)(v) and 5(b)(v), the “**Total Effective Consideration**” shall be 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.

- (c) Notwithstanding any of the provisions hereinbefore contained, no adjustment to the Exercise Price and the number of Warrants held by each Warrantholder will be required in respect of:
- (i) an issue by the Company of Shares or other securities convertible into rights to acquire or subscribe for shares to officers, including Directors, or employees of the Company or any of its subsidiaries pursuant to any purchase or option scheme approved by the Shareholders in general meeting; or
 - (ii) an issue by the Company of Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business; or
 - (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 and the issue of Shares arising from the conversion or exercise of such securities or rights.
- (d) Any adjustment to the Exercise Price will be rounded upwards to the nearest half cent (S\$0.005) and in no event shall any adjustment involve an increase in the Exercise Price. No adjustments to the Exercise Price shall be made unless it has been certified to be in accordance with Condition 5(b) 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 half of one cent or if the amount by which the Exercise Price is adjusted is equal to or less than five per cent. (5%) of the prevailing Exercise Price 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 held by each Warrantholder shall be made unless (i) it has been certified to be in accordance with the formulae stated in Condition 5(b) 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 of such Warrants. If for any reason an event giving rise to an adjustment (the “**First Adjustment**”) made to the Exercise Price or the number of Warrants held by each Warrantholder pursuant to these Conditions is cancelled, revoked or not completed, the Exercise Price or the number of Warrants held by each Warrantholder shall be readjusted to the amount prevailing immediately prior to the First Adjustment with effect from such date and in such manner as an Approved Person may consider appropriate.
- (f) Notwithstanding the provisions referred to in this Condition 5, in any circumstances where the Directors consider that any adjustments to the Exercise Price and/or the number of Warrants held by each Warrantholder provided under the said provisions should not be made or should be calculated on a different basis or date or should take effect on a different date or that an adjustment to the Exercise Price and/or the number of Warrants held by each Warrantholder should be made notwithstanding that no such adjustment is required or contemplated under the said provisions, the Company may appoint an Approved Person 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 Person 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 Person to be in its opinion appropriate.
- (g) Whenever there is an adjustment as herein provided, the Company shall give notice to Warrantholders in accordance with Condition 12 that the Exercise Price and/or the number of Warrants held by each Warrantholder has/have been adjusted and setting forth the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or 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 for the time being, a signed copy of the certificate of the Auditors referred to in Conditions 5(a) certifying the adjustment to the Exercise Price and/or the number of Warrants and a certificate signed by a Director of the Company 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 and at the expense of the Warrantholder, send a copy thereof to any Warrantholder. Whenever there is an adjustment to the number of Warrants held by each Warrantholder, the Company will, as soon as practicable but not later than five (5) Market Days after the effective date of such adjustment, despatch by ordinary post Warrant Certificates for the additional number of Warrants issued to each Warrantholder, at the risk and expense of that Warrantholder, at his address appearing in the Warrant Register or, in respect of Warrants registered in the name of CDP, to CDP Provided that if

additional Warrants are issued to each Warrantholder as a result of an adjustment which is cancelled, revoked or not completed and the number of Warrants held by each Warrantholder is readjusted pursuant to Condition 5(e), such additional Warrants shall be deemed to be cancelled with effect from such date and in such manner as an Approved Person may consider appropriate.

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 also be announced by the Company through SGXNET.

- (h) If the Directors of the Company, the Approved Person and the Auditors are unable to agree upon any adjustment required under these provisions, the Directors of the Company shall refer the adjustment to the decision of another Approved Person acting as expert and not 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) Without prejudice to the generality of Condition 5(f), if the Company shall in any way modify the rights attached to any share or loan capital so as to convert or make convertible such share or loan capital into Shares, or attach thereto any rights to acquire or subscribe for Shares, the Company shall appoint an Approved Person to consider whether any adjustment is appropriate and if such Approved Person and the Directors of the Company shall determine that any adjustment is appropriate, the Exercise Price and/or the number of Warrants held by each Warrantholder shall be adjusted accordingly.
- (j) Any new Warrants which may be issued by the Company under this Condition 5 shall be part of the series of Warrants constituted by the Deed Poll, and shall be issued subject to and with the benefit of the Deed Poll and the Conditions, on such terms and conditions as the Directors of the Company may from time to time think fit.
- (k) In giving any certificate or making any adjustment hereunder, the Auditors and the Approved Person 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 the Company, the Warrantholders and all other persons having an interest in the Warrants.
- (l) Notwithstanding anything herein contained, any adjustment to the Exercise Price and/or the number of Warrants held by each Warrantholder other than in accordance with the provisions of this Condition 5, shall be subject to the approval of the SGX-ST and agreed to by the Company, the Auditors and the Approved Person.
- (m) Nothing shall prevent or restrict the buy-back of any class of shares in the Company pursuant to applicable law and the requirements of the SGX-ST. No approval or consent of the Warrantholders shall be required for such share buy-back. There shall be no adjustments to the Exercise Price and number of Warrants by reason of such share buy-back.

6. RESTRICTIONS TO PROTECT EXERCISE OF WARRANTS

As from the date of listing and quotation of the Warrants on SGX-ST and as long as any of the Warrants remains exercisable:

- (i) the Company shall keep available for issue sufficient New Shares to satisfy in full all Warrants for the time being outstanding;
- (ii) the Company shall not, if and so long as the share capital of the Company is divided into shares of more than one class, in any way modify any rights attached to the shares of a class or attach any special restrictions thereto save as provided in these Conditions; and
- (iii) the Company shall not create or permit to be in issue any Equity Share Capital which, as regards dividend, voting or capital, has rights more favourable to its holders than those attached to the Shares provided that nothing in this Condition 6(iii) shall prevent the issue

of Equity Share Capital to officers, including directors, if applicable, or employees of the Company, or of any of its subsidiaries pursuant to purchase or option schemes approved by the Shareholders in general meeting.

For the purposes of Condition 6(iii), Equity Share Capital means the share capital of the Company for the time being excluding any part which does not either as regards dividends or as regards capital carry any right to participate beyond a specified amount in a distribution or beyond an amount calculated by reference to a specified rate of taxation.

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 approved by the Warranholders, or some person designated by them for such purpose, by Special Resolution (as defined in the Deed Poll), the terms of such scheme of arrangement shall be binding on all the Warranholders; and
- (b) in any other case every Warranholder shall be entitled upon and subject to the Conditions at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding-up of the Company by irrevocable surrender of his Warrant Certificate(s) to the Company with the Exercise Notice(s) duly completed, together with payment of the relevant Exercise Price and having duly complied with all other conditions set out in Conditions 4(a) and 4(b), 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, if permitted by law, 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 (7) days after the passing thereof.

Subject to the foregoing, if the Company is wound-up for any other reason, all Warrants which have not been exercised at the date of the passing of such resolution shall lapse and the Warrants 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 Shareholders either for cash or as bonus distributions and further subscription rights upon such terms and conditions as the Company sees fit but the Warranholders shall not have any participating rights in such issue unless otherwise resolved by the Company in general meeting or in the event of a takeover offer to acquire Shares.

9. TRANSFER OF WARRANTS

- (a) Subject to the provisions contained herein, the Warrants shall be transferable in lots entitling the Warranholders to subscribe for whole numbers of New Shares and so that no person shall be recognised by the Company as having title to Warrants entitling the holder thereof to subscribe for a fractional part of a New Share or otherwise than as the sole or joint holder of the entirety of such New Share.
- (b) Subject to applicable law and other provisions of the Conditions, a Warrant which is not registered in the name of CDP may only be transferred in accordance with the following provision of this Condition 9(b):
 - (i) a Warranholder whose Warrants are registered in the name of a person other than CDP (the "**Transferor**") shall lodge, during normal business hours on any Business Day at the specified office of the Warrant Agent, the Transferor's Warrant Certificate(s) together with a transfer form as prescribed by the Company from time to time (the "**Transfer Form**") duly completed and signed by, or on behalf of, the Transferor and

the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty Provided that the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to CDP;

- (ii) the Transfer Form shall be accompanied by the registration fee (such fee being for the time being a sum of \$2.00 (excluding any goods and services tax) for each Warrant Certificate to be transferred which shall be payable by cash or cheque together with any stamp duty and any goods and services tax (if any) specified by the Warrant Agent to the Transferor, such evidence as the Warrant Agent may require to determine and verify the due execution of the Transfer Form and payment of the expenses of, and submit, such documents as the Warrant Agent may require to effect delivery of the new Warrant Certificate(s) to be issued in the name of the transferee;
 - (iii) if the Transfer Form has not been fully or correctly completed by the Transferor or the full amount of the fees and expenses due to the Warrant Agent have not been paid to the Warrant Agent, the Warrant Agent shall return such Transfer Form to the Transferor accompanied by written notice of the omission(s) or error(s) and requesting the Transferor to complete and/or amend the Transfer Form and/or to make the requisite payment; and
 - (iv) if the Transfer Form has been fully and correctly completed, the Warrant Agent shall as agent for and on behalf of the Company (a) register the person named in the Transfer Form as transferee in the Warrant Register as registered holder of the Warrant in place of the Transferor, (b) cancel the Warrant Certificate(s) in the name of the Transferor, and (c) issue new Warrant Certificate(s) in respect of the Warrants registered in the name of the transferee.
- (c) With respect to Warrants registered in the name of CDP, any transfer of such Warrants shall be effected subject to and in accordance with these Conditions, applicable law and the rules of CDP as amended from time to time and where the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by CDP by way of book-entry.
- (d) The executors and administrators of a deceased Warrantholder whose Warrants are registered otherwise than in the name of CDP (not being one of several joint holders) or, if the registered holders of the Warrants is CDP, of a deceased Depositor and, in the case of the death of one (1) or more of several joint holders, the survivor or survivors of such joint holders shall be the only persons recognised by the Company and the Warrant Agent as having any title to the Warrants and shall be entitled to be registered as a holder of the Warrants upon the production by such persons to the Company and the Warrant Agent of such evidence as may be reasonably required by the Company and the Warrant Agent to prove their title and on completion of a Transfer Form and the payment of such fees and expenses referred to in Conditions 9(b)(ii) and 9(b)(iii). Conditions 9(b) and 9(c) shall apply *mutatis mutandis* to any transfer of the Warrants by such persons.
- (e) A Transferor or Depositor, as the case may be, shall be deemed to remain a Warrantholder of the Warrant until the name of the transferee is entered in the Warrant Register by the Warrant Agent or in the Depository Register by CDP, as the case may be.
- (f) Where the transfer relates to part only (but not all) of the Warrants represented by a Warrant Certificate, the Company shall deliver or cause to be delivered to the Transferor at the cost of the Transferor, a Warrant Certificate in the name of the Transferor in respect of any Warrants not transferred.

10. REPLACEMENT OF WARRANTS

Should any Warrant Certificate be lost, stolen, destroyed, mutilated or defaced, it may, subject to applicable law and at the discretion of the Company, be replaced upon the request by the Warrantholder at the specified office for the time being of the Warrant Agent on payment of such costs as may be incurred in connection therewith, and on such terms as to evidence, indemnity

(which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Warrant Certificate(s) in respect of the Warrants is subsequently exercised, there will be paid to the Company on demand the market value of the Warrants at the time of the replacement thereof), advertisement, undertaking and otherwise as the Company and/or the Warrant Agent may reasonably require. Mutilated or defaced Warrant Certificates must be surrendered before replacements will be issued. The replacement Warrant Certificate will be issued to the registered holder of the Warrant Certificate replaced.

11. MEETINGS OF WARRANTHOLDERS AND MODIFICATION

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

At any adjourned meeting two (2) or more persons present being or representing Warranholders or proxies duly appointed by the Warranholders whatever the number of Warrants so held or represented shall form a quorum, except that at any meeting the business of which includes the modification of certain provisions of the Warrants or of the Deed Poll (including canceling the subscription rights constituted by the Warrants), the necessary quorum for passing a Special Resolution shall be two (2) or more persons holding or representing not less than seventy-five per cent. (75%), or at any adjournment of such meeting over fifty per cent. (50%), of the Warrants for the time being remaining unexercised. A Special Resolution duly passed at any meeting of Warranholders shall be binding on all Warranholders, whether or not they were present at the meeting. Warrants which have not been exercised but have been lodged for exercise shall not, unless and until they are withdrawn from lodgement, confer the right to attend or vote at, or join in convening, or be counted in the quorum for any meeting of Warranholders.

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

- (b) The Company may, without the consent of the Warranholders but in accordance with the terms of the Deed Poll, effect (i) any modification to the Warrants, the Warrant Agency Agreement or the Deed Poll which, in the opinion of the Company, is not materially prejudicial to the interests of the Warranholders, (ii) any modification to the Warrants, the Warrant Agency Agreement or the Deed Poll which, in the opinion of the Company, is of a formal, technical or minor nature or to correct a manifest error or to comply with mandatory provisions of Singapore law or (iii) any modification to the Warrants, the Warrant Agency Agreement or the Deed Poll which, in the opinion of the Company, 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 SGX-ST. Any such modification shall be binding on the Warranholders and shall be notified to them in accordance with Condition 12 as soon as practicable thereafter. Any material alteration to the terms of the Warrants to the advantage of the Warranholders is subject to the approval of the Shareholders except where the alterations are made pursuant to these Conditions.
- (c) Save as provided by these Conditions, the Company shall not (i) extend the Exercise Period of an existing Warrant, (ii) issue a new warrant to replace an existing Warrant, (iii) change the Exercise Price of an existing Warrant or (iv) change the exercise ratio of an existing Warrant.

12. NOTICES

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

The Company shall, not later than one (1) month before the Expiry Date, give notice to the Warrantholders in accordance with this Condition 12, of the Expiry Date and announce the same to the SGX-ST. The Company shall also, not later than one (1) month before the Expiry Date, take reasonable steps to notify the Warrantholders in writing of the Expiry Date and such notice shall be delivered by post to the addresses of the Warrantholders as recorded in the Warrant Register or, in the case of Warrantholders whose Warrants are registered in the name of CDP, their addresses as shown in the records of CDP. Proof of posting or despatch of any notice shall be deemed to be proof of receipt on the next Business Day after posting.

Without prejudice to the generality of the foregoing, Warrantholders who acquire Warrants after notice of the Expiry Date has been given in accordance with the aforementioned shall be deemed to have notice of the expiry of the Exercise Period so long as such notice has been given in accordance with this Condition 12. For the avoidance of doubt, neither the Company nor the Warrant Agent shall in any way be responsible or liable for any claims, proceedings, costs or expenses arising from the failure by the purchaser of the Warrants to be aware of or to receive such notification.

13. 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.

14. GOVERNING LAW

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

NOTES:

- (1) *The attention of Warrantholders is drawn to Rule 14 of The Singapore Code on Take-overs and Mergers and Sections 139 and 140 of the Securities and Futures Act (Cap. 289). 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 of the Company if:*
 - (a) *he acquires, by exercise of the Warrants or otherwise, whether by a series of transactions over a period of time or not, Shares which (together with Shares owned or acquired by him or persons acting in concert with him) carry thirty per cent. (30%) or more of the voting rights of the Company; or*
 - (b) *he, together with persons acting in concert with him, holds not less than thirty per cent. (30%), but not more than fifty per cent. (50%), of the voting rights of the Company, and either alone or together with persons acting in concert with him, acquire additional Shares by the exercise of the Warrants or otherwise in any period of six (6) months, increasing such percentage of the voting rights by more than one per cent. (1%).*

- (2) *The attention of the Warranholders is drawn to Condition 3(b) of the Warrants relating to the restrictions on the exercise of the Warrants.*
- (3) *A Warranholder who, after the exercise of his Warrants, holds not less than five per cent. (5%) of the aggregate of the amount of the issued share capital of the Company, is under an obligation to notify the Company of his interest in the manner set out in Section 82 of the Act.*
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**Share Registrar and Warrant Agent
Boardroom Corporate & Advisory Services Pte. Ltd.
3 Church Street
#08-01 Samsung Hub
Singapore 049483**

APPENDIX B - PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

1. INTRODUCTION

- 1.1 Entitled Depositors are entitled to receive this Offer Information Statement and the WEWAF which forms part of this Offer Information Statement.
- 1.2 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 to a Warrant (if any) having been disregarded). The Securities Accounts of Entitled Depositors have been credited by CDP with the number of Warrants provisionally allotted to them 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 this Offer Information Statement as well as the WEWAF.
- 1.3 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 he has been provisionally allotted, he may do so by completing and signing the relevant portions of the WEWAF or by way of an Electronic Application through an ATM of a Participating Bank (as described below). An Entitled Depositor should ensure that the WEWAF is accurately completed and signed, failing which his 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 this Offer Information Statement, the WEWAF, the WAF and/or any other application form for the Warrants and/or excess Warrants in relation to the Warrants Issue, or is illegible, incomplete, incorrectly completed, unsigned 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 the Entitled Depositor's 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/or CDP 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 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 application submitted for the acceptance of the Warrants and (if applicable) application for excess Warrants.

- 1.4 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.
- 1.5 Unless expressly provided to the contrary in this Offer Information Statement, the WEWAF or the 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 the 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.

- 1.6 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 an Electronic Application through an ATM of a Participating Bank as described below.**

2. MODE OF ACCEPTANCE AND APPLICATION

2.1 Acceptance/Application through CDP

If the Entitled Depositor wishes to accept the provisional allotment of Warrants and (if applicable) apply for excess Warrants through CDP, he must complete and sign the WEWAF and return it together with **A SINGLE REMITTANCE** in payment for the full amount due on acceptance and (if applicable) excess application by hand to **BAKER TECHNOLOGY LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 4 SHENTON WAY, #02-01, SGX CENTRE 2, SINGAPORE 068807**, or by post, at the sender's own risk, in the enclosed self-addressed envelope provided to **BAKER TECHNOLOGY 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 6 November 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 Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP – BAKER WARRANTS ISSUE ACCOUNT**" for the relevant number of Warrants accepted and (if applicable) excess Warrants applied for at the Issue Price and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft (as the case may be).

NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER 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.

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

If the Entitled Depositor is accepting and (if applicable) applying for excess Warrants through an ATM, no Cashier's Order or Banker's Draft is required. The WEWAF need not be submitted to CDP. The Entitled Depositor must have a valid ATM card issued in his own name by the relevant 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. The Electronic Application through an ATM must be made not later than **9.30 p.m. on 6 November 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).

Please refer to Appendix C of this Offer Information Statement for the additional terms and conditions for Electronic Applications through an ATM of a Participating Bank.

If an Entitled Depositor makes an Electronic Application through an ATM, he would have irrevocably authorised the Participating Bank to deduct the full amount payable from his bank account with such Participating Bank in respect of such application. In the case of an Entitled Depositor who has accepted his Warrants by way of the WEWAF and/or has applied for excess Warrants by way of the WEWAF and also by way of an Electronic Application through an ATM, the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP, may in their/its absolute discretion, deem fit.

2.3 **Acceptance of Part of Provisional Allotments of Warrants and to trade the balance of the Provisional Allotments of Warrants**

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 and sign the WEWAF for the number of Warrants provisionally allotted which he wishes to accept and submit the completed and signed 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 an 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 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 completed and signed, 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 for the period up to **5.00 p.m. on 6 November 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 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 of Warrants 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.

3. ILLUSTRATIVE EXAMPLES

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 2,000 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

- (1) **By way of Electronic Application.** Accept his entire provisional allotment of 2,000 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 6 November 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
- (2) **Through CDP.** Complete and sign the WEWAF in accordance with the instructions contained therein for the acceptance in full of his provisional allotment of 2,000 Warrants and (if applicable) the number of excess Warrants applied for and forward the completed and signed WEWAF together with a single remittance for S\$20.00 (or, if applicable, such higher amount in respect of the total number of Warrants accepted and excess Warrants applied for) by way of a Cashier's Order or Banker's Draft drawn in Singapore currency on a bank in Singapore, and made payable to "**CDP – BAKER WARRANTS ISSUE ACCOUNT**" for the Warrants and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" for the full amount due on acceptance and (if applicable) application, by hand to **BAKER TECHNOLOGY LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, 4 SHENTON WAY, #02-01, SGX CENTRE 2, SINGAPORE 068807** or by post, at his own risk, in the self-addressed envelope provided to **BAKER TECHNOLOGY 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 6 November 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 of the Cashier's Order or Banker's Draft. **NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT 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.**

(b) Accept a portion of his provisional allotment of Warrants, for example, his entitlement to 1,000 provisionally allotted Warrants, and reject the balance

(1) **By way of Electronic Application.** Accept his provisional allotment of 1,000 Warrants out of the provisional allotment of 2,000 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 6 November 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

(2) **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 completed and signed WEWAF, together with a single remittance for S\$10.00, in the prescribed manner described in alternative (a)(2) above to CDP, so as to arrive not later than **5.00 p.m. on 6 November 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 balance of the provisional allotment of 1,000 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 6 November 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 6 November 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).

(c) Accept a portion of his provisional allotment of Warrants, for example his entitlement to 1,000 provisionally allotted Warrants, and trade the balance on the SGX-ST

(1) **By way of Electronic Application.** Accept his provisional allotment of 1,000 Warrants out of the provisional allotment of 2,000 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 6 November 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

(2) **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 completed and signed WEWAF, together with a single remittance for S\$10.00, in the prescribed manner described in alternative (a)(2) above to CDP, so as to arrive not later than **5.00 p.m. on 6 November 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 balance of the provisional allotment of 1,000 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 that mentioned above may do so in the Unit Share Market of the SGX-ST during the provisional allotment trading period.

4. TIMING AND OTHER IMPORTANT INFORMATION

4.1 Timing

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

- (A) 5.00 P.M. ON 6 NOVEMBER 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; OR**
- (B) 9.30 P.M. ON 6 NOVEMBER 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.**

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 6 November 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 6 November 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 in the interests of the Company. 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 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 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 amounts 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 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: 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 CDP will 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 will 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 excess Warrants (including an Electronic Application) in whichever mode or combination as the Company and/or CDP may, in their absolute discretion, deem fit.

4.2 Application for excess Warrants

The excess Warrants are available for application subject to the terms and conditions contained in the WEWAF, 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 by the Entitled Depositors, the original allottee(s) or their respective renounee(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 the rounding of odd lots and that the Directors and Substantial Shareholders shall rank last in priority. 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 at their own risk by any one or a combination of the following: (i) by crediting their bank accounts with the relevant Participating Bank (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 (ii) by means of a crossed cheque drawn on a bank in Singapore and sent to them BY ORDINARY POST and at their own risk at their mailing address maintained with CDP or in such other manner as they may have agreed with CDP for the payment of any cash distributions (if they apply through CDP).

4.3 Deadlines

It should be particularly noted that unless:

- (a) acceptance and payment 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 6 November 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
- (b) acceptance and payment in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP – BAKER WARRANTS ISSUE ACCOUNT**" for the Warrants and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" for the full amount due on acceptance and/or application 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 of the Cashier's Order or Banker's Draft is submitted by hand to **BAKER TECHNOLOGY LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, 4 SHENTON WAY, #02-01, SGX CENTRE 2, SINGAPORE 068807** or by post in the enclosed self-addressed envelope provided, at the sender's own risk, to **BAKER TECHNOLOGY LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147 by 5.00 p.m. on 6 November 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 any 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' own 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 an Electronic Application), 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.

APPENDIX C - ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATIONS THROUGH AN ATM

The procedures for Electronic Applications through ATMs of the Participating Banks are set out on the ATM screens of the relevant Participating Banks (the “**Steps**”). Please read carefully the terms 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 (as the case may be) who applies for the Warrants through an ATM of a Participating Bank. An Applicant must have an existing bank account with, and be an ATM cardholder of, one of the Participating Banks before he can make an Electronic Application through an ATM of that Participating Bank. The actions that the Applicant must take at ATMs of the 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 or 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.

An Applicant may accept his provisional allotment of Warrants and if applicable, may apply for excess Warrants by way of separate Electronic Applications.

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) excess 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 Board, 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 bank 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 by Electronic Application through an ATM of a Participating Bank, CDP shall be authorised and entitled to accept the Applicant's instructions in whichever mode or a combination thereof as the Company and/or CDP 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. The Company and/or 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 Cashier's Order or Banker's Draft drawn on a bank in Singapore accompanying the WEWAF and/or WAF or by way of the acceptance through Electronic Application through an ATM of a Participating Bank.
6. If applicable, in the event that the Applicant applies for excess Warrants both by way of WEWAF and by Electronic Application through an ATM of a Participating Bank, the Company and/or CDP shall be authorised and entitled to accept the Applicant's instructions in whichever mode or a combination thereof as the Company and/or CDP 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 and by Electronic Application through an ATM of a Participating Bank. The Company and/or 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 Cashier's Order or Banker's Draft drawn on a bank in Singapore accompanying the WEWAF, or by way of application through Electronic Application through an 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 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 A 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/or the Manager, and if, in any such event, CDP, the Participating Banks, 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 between 7.00 a.m. to 9.30 p.m., excluding public holidays.**
11. **Electronic Applications shall close at 9.30 p.m. on 6 November 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 through ATMs of the 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 bank 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 6 November 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 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 a party to any contracts made pursuant to this Offer Information Statement or the Electronic Application has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of such contracts. Notwithstanding any term contained in this Offer Information Statement or the Electronic Application, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.
16. The Applicant should ensure that his personal particulars as recorded by both CDP and the relevant Participating Bank 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 any ATM of the Participating Banks, the provisionally allotted 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 distributions if he accepts and (if applicable) applies through CDP; and/or
 - (b) crediting the Applicant's bank account with the Participating Bank at his own risk if he accepts and (if applicable) applies through an ATM of that Participating Bank.
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 and the CDP are entitled, and the Applicant hereby authorises the Company and the CDP, 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 by the Applicant.

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

- 20. The Applicant irrevocably requests and authorises the Company and/or CDP to accept instructions from the Participating Bank through whom the Electronic Application is made in respect of the provisional allotment of 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 this Offer Information Statement, the WEWAF, the WAF, the PAL and/or any 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 this Offer Information Statement, or in the case of an application by the WEWAF, the WAF, the PAL and/or any other application form for the Warrants in relation to the Warrants Issue which is illegible, incomplete, incorrectly completed, unsigned or which is accompanied by an improperly or insufficiently drawn remittance, the Company and CDP 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 submitted for the acceptance of the Warrants and (if applicable) application for excess Warrants.

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

1. INTRODUCTION

- 1.1 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.
- 1.2 Entitled Scripholders are entitled to receive this Offer Information Statement together with the following documents which are enclosed herewith, and are deemed to constitute a part of, this Offer Information Statement:

Renounceable PAL incorporating:

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

- 1.3 The provisional allotment of the Warrants and application for excess Warrants are governed by the terms and conditions of this Offer Information Statement, the PAL and (if applicable) the Memorandum and Articles of Association of the Company. The number of Warrants provisionally allotted to Entitled Scripholders is indicated in the PAL (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 of Warrants pursuant to the Warrants Issue. Entitled Scripholders may accept their provisional allotments of Warrants, in full or in part, and are eligible to apply for Warrants in excess of their entitlements under the Warrants Issue.
- 1.4 Where any acceptance and/or application does not conform strictly to the instructions set out under this Offer Information Statement, the PAL and/or any other application form for the Warrants and/or excess Warrants in relation to the Warrants Issue, or is illegible, incomplete, incorrectly completed, unsigned 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.
- 1.5 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 and evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application submitted for the acceptance of Warrants and (if applicable) application for excess Warrants.
- 1.6 **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 PALs will not be valid for delivery pursuant to trades done on the SGX-ST.**
- 1.7 Unless expressly provided to the contrary in this Offer Information Statement and/or the PAL with respect to enforcement against Entitled Scripholders or their renounees, a person who is not a party to any contract made pursuant to this Offer Information Statement and/or the PAL has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party

is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

2. FORM OF ACCEPTANCE (FORM A)

2.1 Acceptance

Entitled Scripholders who wish to accept their entire provisional allotment of Warrants or to accept part of it and decline the balance should complete and sign Form A of the PAL for the number of Warrants which they wish to accept and forward the PAL at their own risk, in its entirety, duly completed and signed, together with payment in the prescribed manner to **BAKER TECHNOLOGY 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 6 November 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).

2.2 Insufficient Payment

If:

- (a) no remittance is attached for the full amount that is payable for the provisional allotment of Warrants accepted by the Entitled Scripholder; or
- (b) the remittance submitted together with the PAL, is less than the full amount that is payable for the provisional allotment of Warrants accepted by the Entitled Scripholder;

in each case, the attention of the Entitled Scripholder is drawn to paragraph 2.3 of this Appendix D entitled "Appropriation" which sets out the circumstances and manner in which the Company and the Share Registrar shall be entitled to determine the number of Warrants which the Entitled Scripholder has given instructions to accept.

2.3 Appropriation

An Entitled Scripholder should note that by accepting his provisional allotment of Warrants, he acknowledges that, the Company and the Share Registrar, in determining the number of Warrants which the Entitled Scripholder has given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of Warrants, whether by way of Cashier's Order or Banker's Draft drawn on a bank in Singapore to be applied towards the payment of his acceptance of his provisional allotment of Warrants.

3. REQUEST FOR SPLITTING (FORM B) AND RENUNCIATION (FORM C)

3.1 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 for Splitting), 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 in accordance with these instructions together with the PAL in its entirety should then be returned to reach **BAKER TECHNOLOGY LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD.**, at the above mentioned address not later than **5.00 p.m. on 2 November 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 Entitled Scripholders in accordance with their request. No Split Letters will be issued to Entitled Scripholders if the duly completed and signed Form B (together with the whole of the PAL) is received after **5.00 p.m. on 2 November 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).

3.2 The Split Letters representing the number of Warrants which the Entitled Scripholder intend to renounce may be renounced by the Entitled Scripholder by completing and signing Form C (Form for Renunciation) before delivery to the renounee(s). Entitled Scripholders should complete and

sign Form A of the Split Letter(s) representing that part of their provisional allotments of Warrants they intend to accept, if any and forward the said Split Letter(s) together with the remittance for the payment in the manner hereinafter prescribed to **BAKER TECHNOLOGY LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD.**, so as to arrive not later than **5.00 p.m. on 6 November 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).

- 3.3 Entitled Scripholders who wish to renounce their entire provisional allotments of Warrants in favour of one person, or renounce any part of it in favour of one person and decline the balance, should complete and sign Form C for the number of Warrants which they wish to renounce and deliver the PAL in its entirety to the renounee as soon as possible.
- 3.4 The renounee should complete and sign Form D (Form of Nomination) and send Form D together with the PAL in its entirety, duly completed and signed, together with payment in the prescribed manner, to reach **BAKER TECHNOLOGY LIMITED C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD.**, at the above mentioned address not later than **5.00 p.m. on 6 November 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).

4. PAYMENT

- 4.1 Payment in relation to the PALs for the full amount due on acceptance and/or application must be made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**BAKER WARRANTS ISSUE ACCOUNT**", such Cashier's Order or Banker's Draft to be crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the name and address of the Entitled Scripholder or acceptor clearly written in block letters on the reverse side of the remittance. The completed PAL and remittance should be addressed and forwarded, at the sender's own risk, to **BAKER TECHNOLOGY 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 6 November 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). **NO OTHER FORM OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**
- 4.2 If acceptance and payment in the prescribed manner as set out in this Offer Information Statement and the PAL is not received by **5.00 p.m. on 6 November 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 Warrants shall 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 so accepted will be used to satisfy excess applications, if any, or disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. The Company will return all unsuccessful application monies received in connection therewith by ORDINARY POST and at the risk of the Entitled Scripholders or their renounee(s), as the case may be, without interest or any share of revenue or benefit arising therefrom, within fourteen (14) days after the Closing Date.

5. APPLICATION FOR EXCESS WARRANTS

- 5.1 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 and signing Form E (Excess Warrants Application Form) 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 in paragraph 4 above, at their own risk, to **BAKER TECHNOLOGY 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 6 November 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). **NO OTHER FORM OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

- 5.2 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 by the Entitled Shareholders, the original allottee(s) or their respective renouncee(s) or the Purchaser(s) of the provisional allotments of Warrants, together with the aggregated fractional entitlements to the Warrants, the unsold "nil-paid" provisional allotment of Warrants (if any) of Foreign Shareholders and any Warrants that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the PAL, Form E, this Offer Information Statement and (if applicable) the 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 in the interests of the Company. In the allotment of excess Warrants, preference will be given to the rounding of odd lots and Directors and Substantial Shareholders will rank last in priority. The Company reserves the right to allot the excess Warrants applied for under Form E in any manner they deem fit and to reject or to refuse, in whole or in part, any application for excess Warrants without assigning any reason whatsoever.
- 5.3 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 application monies for excess Warrants received by the Company, as the case may be, will be refunded to them by the Company without interest or any share of revenue or other benefit arising therefrom within fourteen (14) days after the Closing Date, BY ORDINARY POST at their own risk.

6. GENERAL

- 6.1 No acknowledgements or receipts will be issued in respect of any acceptances, remittances or applications.
- 6.2 **Entitled Scripholders who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.**
- 6.3 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.
- 6.4 **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 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 certificate(s) in their own names for the Warrants allotted to them and if applicable, the excess Warrants allotted to them. Such physical warrant certificates, if issued, will be forwarded to them by**

ordinary post at their own risk but will not be valid for delivery pursuant to trades done on the SGX-ST under the book-entry (scripless) settlement system, although they will continue to be *prima facie* evidence of legal title.

- 6.5 If an Entitled Scripholder's address stated in the PAL is different from his address maintained with CDP, he must inform CDP of his updated address promptly, failing which the notification letter, on successful allotments will be sent to his addresses last registered with CDP.
- 6.6 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 his 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 Shares or Warrants, as the case may be, before he can effect the desired trade.
- 6.7 **THE FINAL TIME AND DATE FOR ACCEPTANCES AND/OR EXCESS APPLICATIONS AND PAYMENT FOR THE WARRANTS UNDER THE WARRANTS ISSUE IS 5.00 P.M. ON 6 NOVEMBER 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).**

APPENDIX E - 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.

Dated this 22nd day of October 2009

For and on behalf of **BAKER TECHNOLOGY LIMITED**

LIM HO SENG
Director

DR BENETY CHANG
Director

ANTHONY SABASTIAN AUROL
Director

TAN YANG GUAN
Director

WONG KWAN SENG ROBERT
Director