

ANNEX A – SCHEME OF ARRANGEMENT

15 September 2010 (revised to give effect to the modifications proposed and approved at the court meeting of creditors on 30 September 2010 and comments on the revised documents dated 8 December 2010 and 17 December 2010)(now dated 4 January 2011)

SCHEME OF ARRANGEMENT

under section 210 of the Companies Act (Cap. 50, 2006 Rev Ed)

Between

ADVANCE SCT LIMITED

(incorporated in the Republic of Singapore
with Company Registration No.200404283C (“**the Company**”))

and

THE SCHEME CREDITORS

(as defined in the Scheme of Arrangement)

otherwise), the admission of a claim by the Company or the Scheme Manager or the inclusion of that claim in this Scheme: (i) shall be purely for the purposes of this Scheme and of voting hereon; (ii) shall be deemed at all times prior to the approval of this Scheme by the requisite majority of Scheme Creditors and the sanction of this Scheme by the High Court to be an offer of compromise made by the Scheme Company to such Scheme Creditor without prejudice to the Company's rights in such litigation; (iii) shall be entitled to all privileges which attach to such an offer whether under section 23 of the Evidence Act (Cap. 97), at common law or otherwise; and (iv) shall on no account constitute, be construed as or relied upon by such Scheme Creditor as an admission or acknowledgment of any sort by the Scheme Company for any purpose should this Scheme fail to secure the requisite approval or sanction as aforesaid

“Code”	Singapore Code on Take-overs and Mergers
“Company” or “ASCT”	Advance SCT Limited, a company incorporated in the Republic of Singapore with Company Registration No. 200404283C
“Conditions Deadline”	25 weeks from the date the Court sanctions this Scheme
“Consolidated Tangible Assets”	The aggregate of the net book value of the non-current and current assets of the Group calculated on a consolidated basis, as determined from the financial statements of the Group, less: goodwill, patents, trademarks, copyrights, brand names, intellectual property, research and development expenditure or other intangible assets
“Consolidated Borrowings”	Total The aggregate outstanding principal, nominal or capital amount (and any fixed or minimum premium payable on a prepayment or redemption) of the Financial Indebtedness of the Group and any Security Interest given in respect of that Financial Indebtedness, calculated on a consolidated basis, as determined from the financial statements of the Group but excluding the amounts owed to the Scheme Creditors as at the Ascertainment Date.

For this purpose, any amount outstanding or repayable in a currency other than Dollars should on the Ascertainment Date

be taken into account:

- (a) If an audited balance sheet has been prepared as at the Ascertainment Date, in the Dollar equivalent at the rate of exchange used for the purpose of preparing that balance sheet; and
- (b) In any other case, in its Dollar equivalent at the rate of exchange that would have been used had an audited balance sheet been prepared as at the Ascertainment Date in accordance with SFRS

“Convertible Note”	Convertible Note A or Convertible Note B
“Convertible Note A”	Has the meaning ascribed to it in Schedule B1
“Convertible Note B”	Has the meaning ascribed to it in Schedule B2
“Corporate Guarantee”	<ul style="list-style-type: none">(i) Any corporate guarantee granted by a Scheme Company to a creditor in respect of the indebtedness of a Subsidiary of the Company or Former Subsidiary; or(ii) Any indemnity or other document under which a Scheme Company incurs an obligation to assure to a creditor the payment of the indebtedness of any other person
“Court”	The High Court of the Republic of Singapore
“Court Meeting”	The meeting of Scheme Creditors to be convened pursuant to the Company’s application pursuant to Section 210 of the Act, for the purpose of considering, and if thought fit, approving (with or without modification) this Scheme, including an adjournment thereof, to be held on 30 September 2010 at 11.00 a.m. or after the conclusion or adjournment of the court meeting of the scheme creditors of Tsing Yi (which will be held at 9.00 a.m. on the same date at the same venue), whichever is earlier, at 141 Market Street, International Factors Building, #12-00, Singapore 048944
“Directors”	The Directors of the Company
“Discharged Rights and Obligations”	Has the meaning ascribed to it in Clause 11.7

“Disputed Amount”	The quantum of Claim submitted by a creditor in a Proof of Debt which is disputed by the Company
“Dollars” and “S\$”	The lawful currency of Singapore
“Effective Date”	The date on which all the conditions precedent set out in this Scheme are fulfilled or waived
“Eligible Creditor”	A creditor of the Company whose Claim is accepted as an Eligible Debt
“Eligible Debt”	The Claim of a creditor of a Scheme Company under a Proof of Debt (1) which is subsequently admitted by the Scheme Manager in consultation with the Company, (and in the case of Proofs of Debt accepted in part, to the extent accepted), (2) including any Adjudicated Amounts, and (3) the interest accruing on items (1) and (2) at the rate contractually agreed between the relevant Scheme Company and the creditor between the Ascertainment Date and the date immediately preceding the Effective Date (both dates inclusive)
“Event of Default”	Any of the events referred to in Clause 10.2
“Excluded Creditor”	<p>Any of the following persons or entities:</p> <ul style="list-style-type: none"> (i) the professional and legal advisors to the Company to the extent of their claims for remuneration, costs, fees and expenses incurred before, on or after the Effective Date in respect of or in connection with the Scheme; (ii) the Scheme Manager to the extent of its claim in respect of remuneration, costs, fees and expenses (including but not limited to the fees of its professional, legal and/or other advisors) in respect of or in connection with the Scheme; (iii) related corporations of the Scheme Companies; and (iv) other third parties including regulatory bodies and bodies connected with the listing of the Company on the Singapore Exchange; <p>(which creditors described in paragraphs (i) to (iv) above shall be limited to the persons named or described in Appendix 4 hereof)</p>

“Existing Facility”	Any accommodation, loan, advances, banking or credit facilities including but not limited to overdraft, trade financing, term loan, guarantee facilities, insurance bond facilities or foreign exchange facilities provided by any creditor to a Scheme Company before the Ascertainment Date and includes the documentation recording, evidencing, relating to or in connection with the same
“Extraordinary General Meeting”	A meeting of shareholders of the Company other than an annual general meeting as defined under the Act
“Financial Indebtedness”	<p>Any indebtedness in respect of:-</p> <ul style="list-style-type: none"> (i) moneys borrowed; (ii) any debenture, bond, note, loan stock or other security; (iii) any acceptance or documentary credit issued by a bank or financial institution; (iv) receivables sold or discounted (otherwise than on a non-recourse basis); (v) the acquisition cost of any asset to the extent payable before or after the time of acquisition or possession by the party liable where the advance or deferred payment is arranged primarily as a method of raising finance or financing the acquisition of that asset; (vi) any lease entered into primarily as a method of raising finance or financing the acquisition of the asset leased; (vii) any currency swap or interest swap, cap or collar arrangement or any other derivative instrument; (viii) any amount raised under any other transaction having the commercial effect of a borrowing or raising of money; or (ix) any guarantee, indemnity or similar assurance against financial loss of any person. <p>but excluding any Financial Indebtedness owing to Scheme Creditors as at the Ascertainment Date</p>

“Financing Amount”	The amount set out in a Financing Notice in accordance with Clause 6.20 as the amount that the Company intends to borrow for the acquisition of any real property during the Scheme Period
“Financing Notice”	A notice given by the Company to the Eligible Creditors in accordance with Clause 6.19 when the Company intends to obtain financing for the acquisition of real property
“First Cut-off Point”	5.00 p.m. (Singapore time) on 27 September 2010
“First Resolution”	The resolution proposed at the Court Meeting pursuant to section 210(3) of the Act for the purpose of approving this Scheme
“Fixed and Floating Charge”	The fixed and floating charge granted in favour of the Eligible Creditors pursuant to Clause 6.4 of this Scheme
“Former Subsidiaries”	<ul style="list-style-type: none"> (i) SCT Technologies Pte. Ltd, a company incorporated in the Republic of Singapore with Company Registration No. 199900680E; and (ii) TTM Industries (M) Sdn Bhd, a company incorporated in Malaysia with Company Registration No.667529-U
“Former Subsidiary Claim”	The claims of any creditor against any Former Subsidiary accruing on or prior to the Ascertainment Date, arising out of any transaction, act or omission of such Former Subsidiary or of any person whether the claim be present or contingent or whether liquidated, or sounding only in damages and whether in contract or tort or howsoever arising
“Former Subsidiary Facility”	Any accommodation, loan, advances, banking or credit facilities including but not limited to overdraft, trade financing, term loan, guarantee facilities, insurance bond facilities or foreign exchange facilities provided by any creditor to a Former Subsidiary before the Ascertainment Date including the documentation recording, evidencing, relating to or in connection with the same
“Group”	The Company and its Subsidiaries, whether wholly owned or otherwise
“Guarantee”	Any guarantee or indemnity granted by any person as security for an Existing Facility, a Subsidiary Facility or Former Subsidiary Facility, other than a Corporate Guarantee as set

out in Appendix 7

“Guarantor”	Any guarantor under a Guarantee
“Instalment Amount”	Means that part of the principal amount of the Serviceable Loan to be repaid by the Company on Repayment Date in accordance with the terms of this Scheme
“Interest Payment Date”	The last day of an Interest Period
“Interest Period”	The period by reference to which interest is calculated on the Serviceable Loan as defined in Condition 2.2 of Schedule A
“Latest Practicable Date”	3 September 2010
“Listing Manual”	The listing manual of the Singapore Exchange
“Market Disruption Event”	Means an event where for a period of at least 3 months, the Reference Bank has been unable to supply to the Scheme Manager at its request, the rates required under definition (b) of “SWAP Rate” herein
“Ordinary Resolution”	A resolution passed at a general meeting pursuant to Clause 8.7(x) below
“Proof of Debt”	Has the meaning ascribed to it in Clause 4.1
“Reference Bank”	United Overseas Bank Limited
“Repayment Date”	Means in respect of each Instalment Amount, the date specified in Schedule A
“Restructuring Plan”	Has the meaning ascribed to it in Clause 6
“Restructured Debt”	Has the meaning ascribed to it in Clause 6.8
“Scheme”	This Scheme of Arrangement subject to any modifications hereto or conditions relating hereto approved or imposed by the Scheme Creditors, the Court or the Singapore Exchange
“Scheme Company”	The Company or Tsing Yi
“Scheme Creditor”	Any person or entity (not being an Excluded Creditor) who

has or is alleged to have a Claim against a Scheme Company or who otherwise satisfies the Scheme Company as to the existence of its Claim

“Scheme Manager”	KORDAMENTHANE0 or any such other person or persons appointed as such
“Scheme Period”	The period of time between the Effective Date and the Termination Date
“Screen Rate”	<p>The rate per annum (expressed as a percentage) for the relevant period appearing under the caption “ASSOCIATION OF BANKS IN SINGAPORE SIBOR AND SWAP OFFER RATES AT 11.00 A.M. SINGAPORE TIME” and the row headed “SGD” on the page “ABSIRFIX01” of the Reuters Monitor Money Rates Service Screen.</p> <p>If the agreed page is replaced or service ceases to be available, the same rate, as supplied to the Scheme Manager at its request, quoted by the Reference Bank to leading banks in the Singapore interbank market</p>
“Second Cut-off Point”	<p>(i) 5.00 p.m. (Singapore time) on 14 October 2010 for Scheme Creditors who have Claims accruing on or before 31 July 2010; or</p> <p>(ii) 5.00 p.m. (Singapore time) on 21 October 2010 for Scheme Creditors who have Claims accruing only during the period from 1 August 2010 to 27 September 2010,</p> <p>as the case may be.</p>
“Security Agent and Trustee”	The Security Agent and Trustee appointed under Clause 6.5
“Security Interest”	Any mortgage, pledge, lien, charge, assignment, debenture, hypothecation or other security interest given by the Scheme Companies or any other persons from time to time as security for the Existing Facilities, Subsidiary Facilities, Former Subsidiary Facilities and the Claims
“Serviceable Loan”	Has the meaning ascribed to it in Clause 6.8(i)
“Share”	A fully paid ordinary share in the capital of the Company

“SFRS”	Singapore Financial Reporting Standards
“Singapore Exchange”	Singapore Exchange Securities Trading Limited
“SIC”	Securities Industries Council
“Special Resolution”	A resolution passed at a general meeting pursuant to Clause 8.7(xi) below
“Specified Time”	Means 11.00 a.m. Singapore time on the date falling 2 Business Days before the commencement of the relevant Interest Period
“Subsidiary”	Means a subsidiary within the meaning of section 5 of the Act
“Subsidiary Claim”	The claims of any creditor against any Subsidiary of the Company (other than Tsing Yi) accruing on or prior to the Ascertainment Date, arising out of any transaction, act or omission of such subsidiary of the Company or of any person whether the claim be present or contingent or whether liquidated, or sounding only in damages and whether in contract or tort or howsoever arising
“Subsidiary Facility”	Any accommodation, loan, advances, banking or credit facilities including but not limited to overdraft, trade financing, term loan, guarantee facilities, insurance bond facilities or foreign exchange facilities provided by any creditor to a subsidiary of the Company (other than Tsing Yi) before the Ascertainment Date including the documentation recording, evidencing, relating to or in connection with the same as set out in Appendix 8
“SWAP Rate”	<p>“SWAP Rate” means:</p> <p>(a) the applicable Screen Rate as of the Specified Time for the displaying of the swap offer rate for a period of 3 months; or</p> <p>(b) if no Screen Rate is available for a period of 3 months, the arithmetic mean of the rates (rounded upwards to 4 decimal places), as supplied to the Scheme Manager at its request, quoted by the Reference Bank to leading banks in the Singapore interbank market, to be, in relation to period of 3 months, equal to Y (rounded upwards to four decimal places) calculated in accordance with the following formula:-</p>

$$Y = \frac{(R \times 365)}{360} + \frac{(F \times 36500)}{S \times N} + \frac{(F \times R \times 365)}{S \times 360}$$

where:

F = the premium (being a positive number) or the discount (being a negative number), as the case may be, which would have been paid or received by such Reference Bank in offering to sell US Dollars forward in exchange for Dollars on the last day of the relevant Interest Period for which the interest rate is being calculated in the Singapore interbank market as of the Specified Time;

S = the exchange rate at which such Reference Bank sells US Dollars spot in exchange for Dollars in the Singapore foreign exchange market, as quoted by such Reference Bank as of the Specified Time; and

R = the rate at which such Reference Bank is offering US Dollar deposits for that year for which the interest rate is being calculated in an amount comparable to the US Dollar equivalent of the aggregate amount outstanding under the Serviceable Loan at the Specified Time (such US Dollar equivalent to be determined by such Reference Bank at such rate or rates as such Reference Bank determines to be most appropriate) to prime banks in the Singapore interbank market as of the Specified time

N = the actual number of days of the relevant Interest Period,

save that if a Market Disruption Event occurs during the Scheme Period, then the applicable SWAP Rate for the relevant Interest Period shall be the Screen Rate which was available for the period of 3 months immediately preceding the Market Disruption Event

Facility Agreement”

- (i) the Company as Borrower;
- (ii) SCT Technologies Pte Ltd and Tsing Yi as Original Guarantors;
- (iii) UOB Asia Limited, United Overseas Bank Limited and KBC Bank N.V., Singapore Branch as Arrangers;
- (iv) United Overseas Bank Limited as Agent;
- (v) United Overseas Bank Limited as Security Trustee; and
- (vi) The financial institutions named in schedule 1 of the Syndicated Loan Facility Agreement as Original Lenders

for a S\$52,173,961 term loan and a US\$5,330,000 term loan.

“Termination Date” The date on which this Scheme is terminated under Clause 10

“Tsing Yi” Tsing Yi Enterprises Pte. Ltd, a company incorporated in the Republic of Singapore with Company Registration No. 199500992H

“Tsing Yi Scheme” The Scheme of Arrangement to be proposed or proposed between Tsing Yi and its scheme creditors subject to any modifications thereto or conditions relating thereto approved or imposed by the scheme creditors of Tsing Yi, the Court or the Singapore Exchange

“VWAP” The volume weighted average price of Shares sold on the Singapore Exchange

1.3 For the avoidance of doubt, terms defined in the Schedules to this Scheme shall bear the same meaning when used in the Scheme.

1.4 Any reference in the Scheme to a time of day shall be a reference to Singapore time, unless otherwise stated.

2. MORATORIUM & EXTINGUISHMENT OF CLAIMS

2.1 Save as provided under this Scheme, from the date the conditions in Clause 6.24(ii) and Clause 6.24(iii) are fulfilled until the Termination Date:

- (i) no Scheme Creditor shall take any steps or concur in the taking of any steps, whether direct or indirect to initiate, commence or continue any legal or other proceedings against any Scheme Company or its Subsidiaries in respect of the Claim, including but not limited to court action (including winding up, judicial management proceedings or any other analogous proceedings whether in Singapore or in any other jurisdictions), arbitration, the appointment of a receiver and/or manager, and the enforcement of any security or (by way of execution or otherwise) the enforcement against or recovery of any assets of the Scheme Company or its Subsidiaries; and
 - (ii) no amount owing by the Scheme Company or its Subsidiaries to the Scheme Creditors in respect of any Claim shall be paid or payable by the Scheme Company or its Subsidiaries to any of the Scheme Creditors except in accordance with the terms of this Scheme, and no Scheme Creditor shall exercise any right of appropriation, amalgamation of accounts or counterclaim or set-off against the Scheme Company or its Subsidiaries in relation to any such amount owing, save with the written consent or agreement of the Company.
- 2.2 For the duration of the Scheme, where any term of any Existing Facility, Subsidiary Facility, Former Subsidiary Facility, Corporate Guarantee, Guarantee, or any other agreement relating to a Claim conflicts with any term of the Scheme, the relevant terms of this Scheme shall prevail.
- 2.3 Upon the termination of this Scheme by performance pursuant to Clause 10.1 below, all liabilities in relation to the Existing Facilities, Subsidiary Facilities, Former Subsidiary Facilities, all Claims and all other security and undertakings (including but not limited to the Corporate Guarantees, Guarantees and Security Interests) granted by the Scheme Companies, its Subsidiaries, Former Subsidiaries and Directors in relation to the Existing Facilities, Subsidiary Facilities and Former Subsidiary Facilities and all Claims shall be forever discharged, released, reassigned and/or extinguished and each Scheme Creditor will, if called upon to do so, execute and deliver to the Scheme Companies such forms of release, discharge, reassignment or discontinuance of any such security, Corporate Guarantees, Security Interests, Guarantees, undertakings or liability as the Scheme Companies or the Directors may reasonably require.

3. SCHEME MANAGER

- 3.1 Subject to its resigning or being discharged or appointment being terminated prior to the Termination Date, **KordaMenthaNeo** of 30 Robinson Road #12-00, Robinson Towers, Singapore 048546), on and from the Effective Date until the Termination Date, shall be appointed as the Scheme Manager with the powers and duties set out in this Clause 3 herein.

- 3.2 The Scheme Manager shall, in consultation with the Company, be obliged and has the power to do everything reasonably necessary to implement and administer the Scheme, including without limitation:
- (i) The power to appoint an agent to carry out or to assist it in carrying out any of its functions;
 - (ii) The power to delegate the performance of any of its duties and the exercise of any of its powers to a suitably qualified person;
 - (iii) The power to engage professional advisors including without limitation, accountants, solicitors or counsel, whether practising within Singapore or outside Singapore;
 - (iv) The power to convene and hold meetings of the Eligible Creditors; and
 - (v) The power to adjudicate upon all Proofs of Debt and Claims, and to implement the Restructuring Plan stated under Clause 6.
- 3.3 The appointment of any person as Scheme Manager shall be terminated upon the fulfillment and completion of all the duties and roles of the Scheme Manager set out in this Clause 3 herein or by its resignation, death or bankruptcy or its appointment being terminated for any other reason.
- 3.4 The Eligible Creditors may, by way of Special Resolution, appoint any person as Scheme Manager, whether in addition to the person(s) already appointed as Scheme Manager or to replace any person whose appointment as Scheme Manager has been terminated, to assume, acting jointly and severally with the existing and continuing Scheme Manager (if any), all functions of the Scheme Manager.
- 3.5 The Company shall do everything that is necessary to give effect to the directions and instructions of the Scheme Manager, to the extent reasonably necessary and expedient to enable the Scheme Manager to carry out its functions under this Scheme, and the Company shall further procure that its Directors shall not prevent, frustrate, object to or otherwise prejudice the carrying out by the Scheme Manager of its functions under this Scheme.
- 3.6 In exercising its powers and carrying out its duties under this Scheme, the Scheme Manager shall be deemed at all times to act as agent for and on behalf of the Company. Nothing in this Scheme shall at any time be construed as creating any obligation on the part of the Scheme Manager to act as agent for or on behalf of any of the Scheme Creditors.

- 3.7 The Scheme Manager shall at all times be indemnified and held harmless by the Company from and against any and all actions, proceedings, liabilities, claims, demands, losses, damages, charges, costs and expenses of whatsoever nature (including legal fees and costs on a full indemnity basis) which it may at any time and from time to time directly or indirectly sustain, incur or suffer in connection with the exercise of its powers in the performance of its functions under this Scheme unless these arise out of the gross negligence, fraud or wilful default of the Scheme Manager.
- 3.8 To the extent that, in the Scheme Manager's reasonable opinion, there is any doubt as to whether the Scheme Manager may execute, perform or do any act, matter or thing under the powers conferred upon it under the Scheme, then that act, matter or thing may be executed, performed or done if the Eligible Creditors pass an Ordinary Resolution.
- 3.9 To the extent that, in the Scheme Manager's reasonable opinion, there is any doubt as to whether the execution, performance or action by the Scheme Manager under the powers conferred upon it under this Scheme give rise to a conflict or potential conflict of interest as between the Company and the Eligible Creditors, the Scheme Manager shall as soon as practicable inform the Directors and the Eligible Creditors of such conflict or potential conflict of interest and shall not be obliged to take any action until the conflict or potential conflict of interest is resolved by way of a Special Resolution and notified to the Scheme Manager. In the event that the conflict or potential conflict of interest is not so resolved within 30 days of the aforesaid notification by the Scheme Manager to the Directors and the Eligible Creditors, the Scheme Manager may apply to the Court for directions pursuant to Clause 3.10 below.
- 3.10 The Scheme Manager may apply to Court for directions in relation to any particular matter arising in connection with the carrying out of its powers or functions under this Scheme or the interpretation of any specific provision of this Scheme and shall do all such things as the Court may direct.
- 3.11 The Scheme Manager may resign at any time after the Effective Date if it gives at least 30 days' prior written notice to the Company. The resignation of the Scheme Manager shall not take effect unless and until a new scheme manager is appointed. The resigning Scheme Manager may appoint a successor scheme manager who shall be approved by the Eligible Creditors by way of Special Resolution and have the capacity and experience to undertake the duties undertaken by the Scheme Manager.
- 3.12 The parties hereto agree that all acts done by the Scheme Manager in relation to this Scheme before the Effective Date shall not be challenged on the ground of:-
- (i) the Scheme Manager not having been appointed due to this Scheme not having taken effect yet; or

- (ii) this Scheme not having taken effect.
- 3.13 The Company shall pay the Scheme Manager all remuneration, costs, fees and expenses (including but not limited to the fees of his legal advisers and/or other professional advisers) due to the Scheme Manager. Any fees paid under this Scheme shall be non-refundable. In addition, the Company shall also pay to the Scheme Manager any goods and services, value added and other similar tax payable in respect of its fees and shall reimburse in full such out-of-pocket expenses as may be incurred from time to time in discharging his duties hereunder.
- 3.14 The action or decision of any person appointed as the Scheme Manager shall constitute the action or decision of all the persons appointed as the Scheme Manager at that time and each of such persons shall be jointly and severally liable for the action or decision of the other at that time.

4. CLAIMS AND PROOFS OF DEBT

- 4.1 Subject to Clause 4.11, each creditor with a Claim shall by the First Cut-off Point, lodge with the Scheme Manager at **KORDAMENTHANE0** of 30 Robinson Road #12-00, Robinson Towers, Singapore 048546 or such address that is advised by the Scheme Manager a proof of debt in respect of its Claim as at the Ascertainment Date (a “**Proof of Debt**”), in the form set out in APPENDIX 1 to this Scheme:
 - (i) Insofar as the Claim of a creditor of a Scheme Company is in a currency other than Dollars, the value of such claim shall be converted to Dollars at the Interbank cross rate as at the Ascertainment Date as published in The Business Times on 28 September 2010 and thereafter the Claim shall be denominated in Dollars for all purposes of the Scheme;
 - (ii) Where there have been any mutual credits, mutual debits or other mutual dealings between any Scheme Company and any creditor of such Scheme Company as at the Ascertainment Date, the debts and liabilities to which each party is or may become subject as a result of such mutual credits, debits or dealings as at the Ascertainment Date shall be set off against each other and only the balance, if any, shall be used for the purposes of calculating and determining a creditor’s Eligible Debt (if any);
 - (iii) Where a creditor of the Scheme Company files more than 1 Proof of Debt (each Proof of Debt being filed in respect of a separate Claim against the Scheme Companies), the amounts under all Proofs of Debt filed by such creditor shall be totaled, and treated as one amount for the purposes of this Clause 4; and

- (iv) For Claims that contain an interest, commission and/or fee component, only interest, commissions or fees accruing up to the Ascertainment Date may be set out in a Proof of Debt relating to such Claim, and (as the case may be) admitted. No interest shall accrue on any commission or fee.
- 4.2 Subject to Clause 4.11, if any creditor with a Claim fails to file a Proof of Debt as aforesaid, that creditor shall be deemed to have irrevocably, unconditionally and permanently waived its rights to claim any amount from the Scheme Companies and shall not be entitled to vote as an Eligible Creditor or to take part in the Restructuring Plan. For the avoidance of doubt, any creditor of a Scheme Company that is an Excluded Creditor shall not be entitled to and shall not be required to file a Proof of Debt, and shall not be entitled to vote on any matter relating to the Scheme.
- 4.3 The Proofs of Debt shall be reviewed and assessed by the Company, in consultation with the Scheme Manager, for the purposes of determining that creditor's entitlement to vote at the Court Meeting, and subsequently such creditor's entitlement to participate in the Restructuring Plan PROVIDED ALWAYS that any admission by the Company of any Claim or the amount of any Claim under a Proof of Debt for the purposes of voting at the Court Meeting shall not constitute a final admission by the Company of the Claim, or the amount claimed under the Proof of Debt for the purposes of determining that creditor's Eligible Debt or its entitlement to participate in the Restructuring Plan unless the Company states otherwise.
- 4.4 With regard to each Scheme Creditor of any Scheme Company who duly lodges a Proof of Debt with the Company, the Scheme Manager, in consultation with the Company, may in its sole discretion:
 - (i) Admit any such Claim in whole or in part;
 - (ii) Require the creditor of the Scheme Company to give further evidence by way of a statutory declaration or otherwise in support of its Claim as the Scheme Manager thinks fit; or
 - (iii) Reject any such Claim in whole or in part, regardless whether the Scheme Manager calls for such evidence or further evidence and regardless whether such evidence or further evidence is made available to the Scheme Manager.
- 4.5 In the event that the Scheme Manager rejects any Claim in whole or in part, such rejection shall be communicated by way of a notice from the Scheme Manager to the relevant Scheme Creditor. Where the Scheme Manager disputes the amount(s) of the debt proven in the relevant Proof of Debt, the notice shall set out the Disputed Amount.

- 4.6 A Scheme Creditor that receives such a notice of rejection from the Scheme Manager shall within 21 days of the date of such notice of rejection, commence legal proceedings for the purposes of having the Court make a determination on the Disputed Amount, the determination of the Court of which shall be binding on the Scheme Manager, the Scheme Company and such Scheme Creditor.
- 4.7 Any creditor of any Scheme Company failing to commence such legal proceedings as aforesaid shall be deemed to:
- (i) irrevocably, unconditionally and permanently waive its rights to claim any amount from the Scheme Companies to the extent of the Disputed Amount; and
 - (ii) agree and confirm the accuracy of the amount admitted by the Scheme Manager and waive its rights to claim for any amounts above that which is admitted by the Scheme Manager.
- 4.8 A creditor's entitlement to an Adjudicated Amount shall be deemed to accrue from the Effective Date, and the Adjudicated Amount shall be divided into the Serviceable Loan, First Tranche Restructured Debt and Second Tranche Restructured Debt based on the formulae set out at Clauses 6.9 and 6.12 below (using the Serviceable Loan, the First Tranche Restructured Debt and the Second Tranche Restructured Debt figures that were applicable as at the Ascertainment Date for the purposes of calculation), and any costs awarded in its favour in the proceedings shall be deemed to be part of the Adjudicated Amount.
- For the avoidance of doubt, an Eligible Creditor shall, where applicable, be entitled to recover interest at the rate contractually agreed between the Company and the Eligible Creditor accruing on any Adjudicated Amount between the Ascertainment Date and the Effective Date.
- 4.9 After adjudication of a Disputed Amount pursuant to Clause 4.6 above, where the Disputed Amount exceeds the Adjudicated Amount, the amount of the Claim that is the difference between such Disputed Amount and the relevant Adjudicated Amount shall be permanently extinguished.
- 4.10 Interest accruing on any Disputed Amount shall only be payable to the relevant Eligible Creditor of the relevant Scheme Company after the relevant Eligible Creditor has obtained a final and non-appealable judgment or order overturning the rejection of such Disputed Amount pursuant to Clause 4.6.
- 4.11 It is noted that at the Court Meeting, one of the modifications that was proposed and agreed to was the change of the Ascertainment Date from 31 July 2010 to 27 September 2010. Accordingly,

- (i) all creditors who have Claims accruing on or before 31 July 2010 are entitled to re-submit or submit further Proofs of Debt for the amount of their Claims accruing during the period from 1 August 2010 to 27 September 2010 by the Second Cut-Off Point, failing which the relevant Scheme Creditors will be deemed to have waived any claim accruing during the period from 1 August 2010 to 27 September 2010 unless their Proof(s) of Debt already covers such claims;
- (ii) any creditor who has claims accruing only during the period from 1 August 2010 to 27 September 2010 and who was not present at the Court Meeting, will be entitled to submit its Proof(s) of Debt for claims accruing during the period from 1 August 2010 to 27 September 2010 and indicate its vote for or against the Scheme by the Second Cut-Off Point;
- (iii) the provisions of this Clause 4 shall apply *mutatis mutandis* to the Proofs of Debt submitted pursuant to this Clause 4.11; and
- (iv) any creditor who has claims accruing only during the period from 1 August 2010 to 27 September 2010 and who was not present at the Court Meeting who fails to file a Proof of Debt pursuant to Clause 4.11(ii) shall be deemed to have irrevocably, unconditionally and permanently waived its rights to claim any amount from the Scheme Companies and shall not be entitled to vote as an Eligible Creditor or to take part in the Restructuring Plan. For the avoidance of doubt, any creditor of a Scheme Company that is an Excluded Creditor shall not be entitled to and shall not be required to file a Proof of Debt pursuant to this Clause 4.11, and shall not be entitled to vote on any matter relating to the Scheme.

5. OVERVIEW OF THE RESTRUCTURING PLAN

5.1 The Scheme comprises of a debt restructuring plan to be implemented for, *inter alia*, the purpose of repayment of the Eligible Debt as set out in Clause 6 below.

5.2 The Scheme Creditors are not divided into classes.

6. RESTRUCTURING PLAN

Entitlement of individual Eligible Creditors

6.1 The entitlement of each Eligible Creditor shall be determined in accordance with the provisions of this Clause 6 (read together with Clause 4.8 above) which sets out the restructuring plan (“**Restructuring Plan**”).

6.2 The Eligible Creditors who have Claims against Tsing Yi agree that for the purposes of this Scheme and the Tsing Yi Scheme, their Claims will be treated as

being solely against the Company as if the Company and not Tsing Yi is the debtor. If the Scheme is terminated before the entire Eligible Debt amount against Tsing Yi is paid in full, the Company will, upon such termination, not be the debtor in respect of such Claims and all liabilities against the Company for such Claims will cease and be claimable only against Tsing Yi. The amount of such liabilities shall be reduced by the amounts that have been paid to the Eligible Creditors of Tsing Yi by the Company under this Scheme.

Excluded Indebtedness

- 6.3 This Scheme shall not apply to the Excluded Creditors who shall continue to be paid in the ordinary course of business as and when any amount owing to them falls due.

Fixed and Floating Charge

- 6.4 The Eligible Creditors shall be granted in substantially the form set out in Appendix 5, a first Fixed and Floating Charge over all of the present assets of the Company and its wholly owned Subsidiaries (other than PT NCC, an Indonesian company whose board of directors the Company has no control over) as at the Latest Practicable Date, as well as those future assets acquired after the Latest Practicable Date.

However, the Eligible Creditors agree that the Company or its wholly owned Subsidiaries, as the case may be, may lease, dispose of or transfer (whether pursuant to the terms of any lease agreement or otherwise) the assets set out in Appendix 9 at any time notwithstanding the provisions of the First Fixed and Floating Charge.

The Eligible Creditors and Security Agent and Trustee further agree that the Company or its wholly owned Subsidiaries, as the case may be, may take any action to commence, effect, or permit, the winding up, striking off, disposal or conversion of the entities into joint ventures listed in Appendix 6 for the purpose of restructuring within the timeframes provided in Appendix 6.

For the avoidance of doubt, if any such lease, disposal or transfer of the assets set out in Appendix 9 or winding up, striking off, disposal or conversion into a joint venture of any entities listed in Appendix 6 does require the approval of the Eligible Creditors pursuant to Clause 14.1(x) herein, such agreement will not be deemed to be an approval given under Clause 14.1(x).

In the event that any future asset of the Company or any of its wholly owned Subsidiary acquired after the Latest Practicable Date is acquired using secured financing (whether fully or partially), the Eligible Creditors agree that:-

- (i) the Company or its wholly owned Subsidiary (as the case may be) may create security over such financed asset in favour of such secured financier, but only to the extent and quantum of the amount owing to the secured financier and insofar as it relates only to the acquisition of such financed asset; and
- (ii) such security shall rank in priority over the Fixed and Floating Charge granted to the Eligible Creditors pursuant to this Clause 6.4.

Upon being notified by the Company that the financier(s) requires security before financing will be granted to the Company, the Scheme Manager shall notify the Eligible Creditors accordingly pursuant to Clause 7 of this Scheme and the Eligible Creditors shall, subject to Clause 14.1(x)(b) being complied with, allow the Company to create such security stated in Clauses 6.4(i) and 6.4(ii) above. In this regard, the Eligible Creditors and the Security Agent and Trustee shall do all such acts and take such steps to allow such security to be created and for such security to take priority over the Fixed and Floating Charge granted to the Eligible Creditors pursuant to this Clause, including the execution of such documents and the registration and giving of any notice, order or direction as the Company and the relevant financier may reasonably require, with all costs incurred to effect the documentation, registration or the giving of any notice, order or direction being borne by the Company accordingly.

For the avoidance of doubt, any and all assets subject to secured financing (whether fully or partially) shall, upon the discharge of any security which is granted in respect of such secured financing, form part of the Fixed and Floating Charge granted to the Eligible Creditors in this Clause 6.4.

- 6.5 The Scheme Creditors shall collectively appoint a Security Agent and Trustee to hold such security stated in Clause 6.4 above pursuant to the Fixed and Floating Charge and such Security Agent and Trustee shall be paid an annual fee to be borne by the Company. The Scheme Creditors agree that the Security Agent and Trustee shall be such person as a majority in number of the Scheme Creditors representing at least 75% in value of the Scheme Creditors present and voting at the Court Meeting agree to.

The choice of the Security Agent and Trustee, its terms of reference and its fees shall be substantially agreed on pursuant to the terms set out in APPENDIX 5 but the Company and the Security Agent and Trustee may agree to any changes that do not make the terms less favourable for the Eligible Creditors.

The Company and the Eligible Creditors further agree that :-

- (i) The fees of the Security Agent and Trustee shall be agreed between the Company and the Security Agent and Trustee and set out in a separate agreement or letter between the Company and the Security Agent.; and

- (ii) The Eligible Creditors may, by way of Special Resolution, appoint any person as Security Agent and Trustee to replace any person or party currently appointed as the Security Agent and Trustee under this Scheme.
- 6.6 The Fixed and Floating Charge shall be discharged only when all the Eligible Debt of all Eligible Creditors is wholly refinanced or repaid.

Calculation of interest accruing from Ascertainment Date to the Effective Date

- 6.7 The Scheme Manager shall notify each Eligible Creditor of the amount of interest that has accrued between the Ascertainment Date and the date immediately preceding the Effective Date (both dates inclusive) within 5 Business Days of the Effective Date in accordance with the provisions of Clause 7. A certificate by the Scheme Manager as to the amount of such accrued interest shall be conclusive save for manifest error.

In the event of occurrence of such manifest errors, the Eligible Creditor shall notify the Scheme Manager within 5 Business Days of receipt of the certificate, failing which the Eligible Creditor will be deemed to:-

- (i) agree to such calculation and the amount of the accrued interest specified in the notification; and
- (ii) have waived any right to dispute the calculation of the amount of such accrued interest.

Debt to be restructured under the Scheme

- 6.8 The aggregate of the Eligible Debt shall be separated into three discrete amounts:
- (i) The serviceable loan, which is the projected level of debt that the Company is able to sustain (the “**Serviceable Loan**”);
 - (ii) The first tranche of the restructured debt (“**First Tranche Restructured Debt**”); and
 - (iii) the second tranche of the restructured debt (“**Second Tranche Restructured Debt**”),

the First Tranche Restructured Debt and the Second Tranche Restructured Debt being the portion of the aggregate of the Eligible Debt that is considered not sustainable by the Company (collectively the “**Restructured Debt**”).

Determination of Serviceable Loan

- 6.9 The amount of Serviceable Loan owed to each Eligible Creditor shall be determined by the following formula:

$$\text{Eligible Debt} \times 50\%$$

- 6.10 The terms of the Serviceable Loan are set out in Schedule A. For the avoidance of doubt, the Eligible Creditors shall be paid on a *pari passu* basis in accordance with the terms set out in Schedule A.

Cash Sweep

- 6.11 For the purposes of determining whether the Company has surplus cash, and if so, whether such surplus cash should be utilised to prepay the Serviceable Loan or utilised by the Company at its option, a cash sweep mechanism as provided for in Schedule C shall be adopted.

Determination of Restructured Debt

- 6.12 The amount of the Restructured Debt owed to each Eligible Creditor shall be determined by the following formula:

$$\text{Eligible Debt} \times 50\%.$$

The amount of the Restructured Debt shall be apportioned to the First Tranche Restructured Debt and the Second Tranche Restructured Debt as follows:

- (i) Amount of First Tranche Restructured Debt = Eligible Debt x 49%; and
- (ii) Amount of Second Tranche Restructured Debt = Eligible Debt x 1%.

The terms of the First Tranche Restructured Debt and the Second Tranche Restructured Debt are set out in Schedules B1 and B2 respectively.

- 6.13 The First Tranche Restructured Debt and the Second Tranche Restructured Debt shall be converted into Convertible Notes A and Convertible Notes B respectively. In the event that the Eligible Creditor elects to reduce its entitlement under the Convertible Notes, Convertible Notes A and Convertible Notes B shall be reduced on a pro rata basis as against the total amount outstanding under the Eligible Creditor's Convertible Notes as follows:-

- (i) When an Eligible Creditor holding Convertible Notes A exercises his conversion right in respect of Convertible Notes A, the Eligible Creditor must also on the same day exercise his conversion right in respect of his Convertible Notes B in accordance with the terms of the Convertible Notes B. The principal amount outstanding under his Convertible Notes B

that such Eligible Creditor must convert pursuant to this Clause 6.13(i) will be calculated according to the following formula:

$$X = (A/B) \times C$$

Where X is the principal amount outstanding under the Convertible Note B that is to be converted;

Where A is the principal amount outstanding under the Convertible Note A that the Eligible Creditor is seeking to convert pursuant to the exercise of the conversion right;

Where B is the principal amount outstanding under the Convertible Notes A that the Eligible Creditor holds; and

Where C is the total principal amount outstanding under the Convertible Notes B that the Eligible Creditor holds; and

- (ii) When an Eligible Creditor exercises his conversion right in respect of Convertible Notes B, the Eligible Creditor must also on the same day exercise his conversion right in respect of his Convertible Notes A in accordance with the terms of the Convertible Notes A. The principal amount outstanding under his Convertible Note A that such Eligible Creditor must convert pursuant to this Clause 6.13(ii) will be calculated according to the following formula:

$$Y = (D/E) \times F$$

Where Y is the principal amount outstanding under the Convertible Note A that is to be converted;

Where D is the principal amount under the Convertible Note B that the Eligible Creditor is seeking to convert pursuant to the exercise of the conversion right;

Where E is the principal amount outstanding under the Convertible Notes B that the Eligible Creditor holds; and

Where F is the total principal amount outstanding under the Convertible Notes A that the Eligible Creditor holds.

Scheme Creditors having claims against the Company's Subsidiaries, Former Subsidiaries, Security Interest or Guarantee

6.14 For the avoidance of doubt, notwithstanding any other provisions herein, where a Scheme Creditor has a Subsidiary Claim, Former Subsidiary Claim, Security Interest or Guarantee, the said Scheme Creditor shall, subject to Clauses 6.15 to 6.17 below, be able to lodge a Proof of Debt without the need to take into account the value of such Subsidiary Claim, Former Subsidiary Claim, Security Interest or Guarantee. An Eligible Creditor may take such action as it deems fit against any Subsidiary of the Company (other than Tsing Yi) or Former Subsidiary to enforce or make any demand under its Security Interest, Guarantee or any agreement relating to the Subsidiary Claim or Former Subsidiary Claim provided it:-

- (i) gives notice of its intent to do so to the Company and the Scheme Manager before it commences the taking of such action; and
- (ii) notifies the Company and Scheme Manager at all times of the amounts that it recovers.

Each Eligible Creditor who takes any such action undertakes not to recover more than the amount of its Eligible Debt but this does not prohibit such Eligible Creditor from claiming for the full amount of its Claim under this Scheme and in respect of the Subsidiary Claim, Former Subsidiary Claim, Security Interest or Guarantee.

6.15 Where :-

- (i) the relevant Security Interest is realized; or
- (ii) monies are recovered under the Guarantee or pursuant to the Subsidiary Claim or Former Subsidiary Claim,

the balance of the relevant Eligible Creditor's entitlement under the Serviceable Loan or the outstanding amount under the Eligible Creditor's Convertible Notes shall be reduced accordingly at the option of the Eligible Creditor. The Eligible Creditor shall notify the Company and the Scheme Manager of its choice to reduce its entitlement under the Serviceable Loan or Convertible Notes in writing within 14 Business Days of such realization or recovery pursuant to this Clause 6.15, failing which the Company shall make the decision on behalf of such Eligible Creditor and such decision shall be binding on the Eligible Creditor.

6.16 [deleted]

6.17 Where the Company makes payment in accordance with the Scheme in respect of Claims by Scheme Creditors pursuant to a Corporate Guarantee, the Company shall be entitled to exercise any rights of subrogation or any other rights against the beneficiary under the relevant Corporate Guarantee as the Company may deem fit.

- 6.18 The Company may at any time from the date of the Court Meeting till the Termination Date enter into and, subject to obtaining all relevant approvals, implement agreements with any Eligible Creditor to allow the Eligible Debt (so long as such part of the Eligible Debt has not been converted to Convertible Notes) to be capitalized and converted into Shares at any price subject to any discount not exceeding 20% of the prevailing market price of the Shares.

Right of first refusal in respect of fresh financing

- 6.19 If the Company wishes to obtain any financing for the acquisition of any real property whether in Singapore or otherwise, it shall give to all Eligible Creditors, a written notice (referred to in this Scheme as a “**Financing Notice**”) informing all Eligible Creditors of such desire. A Financing Notice will be automatically revoked if the Company chooses for any reason not to proceed with the acquisition of the real property, and it so informs the Eligible Creditors in writing of its decision.
- 6.20 The Financing Notice shall set out the amount intended to be borrowed (the “**Financing Amount**”) and the particulars of the real property to be acquired along with the salient terms and conditions of the acquisition (as set out in Rule 1010 of the Listing Manual) and invite each Eligible Creditor to apply in writing to the Company within 21 days of the date of issuance of the Financing Notice (which date shall be specified therein) to lend the Company such amount as it specifies in the application.
- 6.21 If all the Eligible Creditors apply to lend all or (except where the Financing Notice provides otherwise) any of the Financing Amount within the said period of 21 days, the Directors shall allocate the Financing Amount (or so many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition, *pro rata* (as nearly as possible) according to their Eligible Debt provided that no applicant shall be obliged to lend more than the maximum amount specified by it as aforesaid. The Company shall forthwith give notice of such allocations (the “**Allocation Notice**”) to the Eligible Creditors to whom parts of the Financing Amount have been allocated.
- 6.22 The Company and the Eligible Creditors shall use good faith efforts to agree to the definitive loan documents and security documents for such loan within a period of 2 months failing which the Company shall be at liberty to borrow from any person the Financing Amount.
- 6.23 In the event that not all the Financing Amount is allocated or the Eligible Creditors do not apply to lend all the Financing Amount, the Company shall be at liberty to borrow from any person such amount that was not allocated or applied for to be loaned by the Eligible Creditors and Clause 6.4 of this Scheme shall apply insofar as such real property is acquired through the financing of such other financier.

Conditions precedent

6.24 This Scheme (other than the provisions of Clause 2 and Clause 14 which will take effect upon the conditions in Clause 6.24(ii) and Clause 6.24(iii) being fulfilled) will be subject to the Company obtaining the necessary approvals and consents from all relevant and related parties, including but not limited to the shareholders of the Company, the relevant authorities and the relevant regulatory bodies.

The necessary approvals and consents include:

- (i) The agreement of the requisite majority of the Scheme Creditors of the Company to this Scheme is obtained in compliance with section 210(3) of the Act and the conditions of such agreement being fulfilled;
- (ii) This Scheme receiving the approval of the Court and the Order of Court being lodged with the Registrar of Companies under section 210 of the Act;
- (iii) The Tsing Yi Scheme being approved by the scheme creditors of Tsing Yi in compliance with Section 210(3) of the Act (and the conditions of such agreement being fulfilled) and approved by the Court and a copy of the Order of Court approving the Tsing Yi Scheme being lodged with the Registrar of Companies under section 210 of the Act;
- (iv) The shareholders of the Company approving the issue of the Convertible Notes and the Shares arising from the conversion or redemption of the Convertible Notes or payment of interest thereon in respect of Convertible Notes B, including the issue of the Convertible Notes to restricted places as set out in Rule 812 of the Listing Manual and the conversion price being at a discount of more than 10% in applicable circumstances as set out in this Scheme;
- (v) The Singapore Exchange approving the listing and quotation of the Shares arising from the conversion or redemption of the Convertible Notes or payment of interest thereon in respect of Convertible Notes B;
- (vi) The SIC granting a whitewash waiver (if applicable) and the shareholders of the Company passing a resolution to waive the making of any general mandatory offer pursuant to the Code in connection with the issue of the redeemable convertible notes (and the Shares arising from the conversion or redemption of the Convertible Notes) under this Scheme of Arrangement (if applicable); and
- (vii) The Company lodging the required offering document (being a prospectus, offer information statement or other relevant offering document, if applicable) with the Monetary Authority of Singapore in respect of the

Convertible Notes and the Shares arising from the conversion or redemption of the Convertible Notes or payment of interest thereon in respect of Convertible Notes B.

6.25 The Company, together with the Scheme Manager, will use its best endeavours to complete and perform the Scheme, if so approved, provided always that there are no unforeseen delays or contingent events, in accordance with the following estimated timelines set out below:

- (i) 17 October 2010: Meeting of Scheme Creditors and approval by the Scheme Creditors of the Scheme;
- (ii) 15 November 2010 or such other relevant date: Court sanction of the Scheme and Tsing Yi Scheme, such date being dependent on and subject to, among other things, the schedule of the Court and the fulfillment of the conditions imposed on the Scheme Companies at the Court Meeting;
- (iii) 20 weeks from the date of the Court sanction of the Scheme and Tsing Yi Scheme: Obtaining clearance from the Singapore Exchange and whitewash waiver from the SIC (if applicable);
- (iv) 22 weeks from date of Court sanction date of the Scheme and Tsing Yi Scheme: Issue of notice for an Extraordinary General Meeting to approve the issue of the Convertible Notes and Shares arising from the conversion or redemption thereof or payment of interest in respect of Convertible Notes B;
- (v) 24 weeks from date of Court sanction of the Scheme and Tsing Yi Scheme: Extraordinary General Meeting;
- (vi) 24 weeks from date of Court sanction of the Scheme and Tsing Yi Scheme: Completion of adjudication of Proofs of Debt, save as provided for under Clause 4.4(ii) and Clause 4.6 of this Scheme; and
- (vii) 25 weeks from date of Court sanction of the Scheme and Tsing Yi Scheme: issue of the Convertible Notes.

If by the Conditions Deadline, any of the matters listed in Clause 6.24 of this Scheme have not taken place or are not satisfied, this Scheme shall, unless an Ordinary Resolution is obtained before Conditions Deadline pursuant to Clause 8 to extend the deadline, terminate as if it had not been proposed and consequently all Scheme Creditors shall be fully entitled to pursue all rights and remedies save that credit shall be given for any sums or amounts or benefits received under the Scheme.

7. NOTICES / INFORMATION TO CREDITORS

Notices

- 7.1 Every notice to be given under this Scheme to any Scheme Creditor or Eligible Creditor (as the case may be) shall be deemed to be duly served, if left at, or sent by pre-registered post, ordinary post or by courier to the relevant Scheme Creditor or Eligible Creditor in accordance with its contact particulars stated in the Proof of Debt or such address notified by the relevant Scheme Creditor or Eligible Creditor in writing, or if there be no such contact particulars available, at the address of the relevant Scheme Creditor or Eligible Creditor last known to the Company.
- 7.2 Every such notice shall be deemed to have been received by the Scheme Creditor or Eligible Creditor (as the case may be) within 3 days from the date of posting.

Information

- 7.3 The Company and the Scheme Manager shall supply, to the extent allowed by applicable law and the rules of the Listing Manual, to the Eligible Creditors such information and updates regarding the financial condition, business and operations of the Company as the Eligible Creditors may reasonably request.

8. MEETINGS OF CREDITORS

Court Meeting

- 8.1 The First Resolution shall be deemed to be carried when it has been passed by a majority in number representing three-fourths in value of the Scheme Creditors present and voting either in person or by proxy at the meeting.

General Meetings

- 8.2 The Company may at any time after the Effective Date convene a general meeting of Eligible Creditors. The Company shall issue the notice convening such meeting, if requested to do so in writing by at least 2 Eligible Creditors who represent in aggregate not less than 30% in value of the Eligible Debt of all Eligible Creditors which are at the relevant time undischarged within 5 calendar days of receipt of such request. If the Company fails to issue the said notice within 5 calendar days of receipt of such request, where such request relates to the convening of such meeting for purposes of terminating this Scheme pursuant to Clause 10, this Scheme shall automatically terminate on the day falling 3 days from the last day of the said 5 calendar day period within which the notice should be issued.

- 8.3 At all such meetings, the Eligible Creditors will be treated as one class for the purposes of voting.
- 8.4 Any Eligible Creditor whose entitlement under this Scheme has been discharged by the Company in full shall not be entitled to notice of, attend or vote at any meetings of the Eligible Creditors.
- 8.5 The Eligible Creditors shall not be entitled to vote in respect of their Disputed Amounts.
- 8.6 The Eligible Creditors in general meeting shall have the power by Special Resolution to:
- (i) extend or abridge the time for the doing of any act, taking of any steps or making of any payment under this Scheme;
 - (ii) vary the terms of this Scheme; and
 - (iii) waive the fulfillment of any of the condition precedents set out in Clause 6.
- 8.7 The following provisions shall apply to general meetings of the Eligible Creditors:
- (i) The Company shall give at least 14 days' notice to the Eligible Creditors entitled to notice to attend to vote thereat specifying the place, day and hour of the meeting and the general nature of the business to be discussed at such meeting;
 - (ii) Any accidental omission to give any notice of any meeting or the non-receipt of any notice by any Eligible Creditor shall not invalidate any meeting or the proceedings thereat;
 - (iii) At any such meeting, 2 Eligible Creditors present in person or by proxy shall form a quorum for the transaction of business and no business shall be transacted at any meeting unless the requisite quorum is present at the commencement of the meeting;
 - (iv) The Company shall be entitled to nominate the chairman of the meeting, but if no representative of the Company is present within 30 minutes after the time appointed for the holding of the meeting, the Eligible Creditors present in person or by proxy shall choose one of their number to be the chairman;
 - (v) If within 30 minutes from the time appointed for any meeting, a quorum of Eligible Creditors is not present, the meeting shall stand adjourned to the

same day in the next week at the same time and place. If at such adjourned meeting, a quorum is not present, the Eligible Creditors present at the meeting shall form a quorum and may transact any business which a meeting of creditors is competent to transact;

- (vi) Every question submitted to the meeting shall be decided on a poll and in the case of an equality of votes, an Ordinary Resolution shall be deemed to not have been passed;
- (vii) A poll shall be taken in such manner and either at once or after an interval or adjournment as the chairman of the meeting directs, and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded;
- (viii) The chairman of the meeting may, with the consent of the Eligible Creditors present at the meeting, adjourn the same from time to time and from place to place;
- (ix) Any poll on the election of the chairman of the meeting or on any question of adjournment shall be taken at the meeting without adjournment;
- (x) Any Ordinary Resolution of the Eligible Creditors shall be deemed to be carried when it has been passed by a number of Eligible Creditors representing more than 50% in value of the Eligible Creditors present and voting either in person or by proxy at the meeting. Save as specifically stated in this Scheme, all approvals under this Scheme shall be by way of Ordinary Resolution; and
- (xi) Any Special Resolution of the Eligible Creditors shall be deemed to be carried when it has been passed by a majority in number of the Eligible Creditors representing at least 75% in value of the Eligible Creditors present and voting either in person or by proxy at the meeting.

9. PROXIES OF CREDITORS

9.1 Every Eligible Creditor and Scheme Creditor shall be entitled to attend meetings of Eligible Creditors or Scheme Creditors (as the case may be) in person and every such Eligible Creditor and Scheme Creditor shall be entitled to appoint a proxy to attend such a meeting in his place.

9.2 Any instrument appointing a proxy must be in writing. If given by a natural person, it must bear his signature, and if given by a corporation it must be executed under its common seal, valid power of attorney or in such other manner as shall be approved by the chairman of the meeting, in his absolute discretion, at which it is sought to be used.

- 9.3 Every such proxy must be in the form set out in APPENDIX 3 (save for proxies for the Court Meeting which must be in the form set out in APPENDIX 2).
- 9.4 Any natural person may be appointed a proxy, whether or not he is an Eligible Creditor or Scheme Creditor.
- 9.5 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it was signed or a notarially certified copy of such power of attorney or authority shall be deposited at the office of the Scheme Manager not less than 3 Business Days before the time appointed for holding the meeting or adjourned meeting or in the case of a poll, before the time appointed for the taking of the poll and in default, the instrument of proxy shall be of no effect unless the chairman of the meeting at which it is sought to be used decides otherwise in his absolute discretion.
- 9.6 No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of execution.

10. TERMINATION OF SCHEME

- 10.1 This Scheme shall terminate by performance when all amounts payable under this Scheme have been irrevocably paid in full and the Security Trustee and Agent has released, reassigned or discharged (as appropriate) the assets charged under the Fixed and Floating Charges at the request and cost of the Company.
- 10.2 The following events (other than those disclosed in or contemplated under Appendix 6) shall be Events of Default:
- (i) The Company does not pay on the due date any amount payable by it under this Scheme in the manner required under this Scheme;
 - (ii) The Company does not comply with any provision of this Scheme;
 - (iii) Any of the Company's or its Subsidiaries' Financial Indebtedness is not paid when due unless the aggregate amount of all Financial Indebtedness due and unpaid is less than S\$2,500,000/- or its equivalent;
 - (iv) An event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfillment of any other applicable condition or any combination of the foregoing would constitute such an event of default) occurs under any document relating to its Financial Indebtedness and the relevant creditor takes any step to improve its position to the detriment of the Company and/or the Eligible Creditors;

- (v) Any of the Company's or its Subsidiaries' Financial Indebtedness becomes prematurely due and payable or is placed on demand as a result of an event of default (howsoever described) under the document relating to that Financial Indebtedness, unless the aggregate amount of all such Financial Indebtedness is less than S\$2,500,000/- or its equivalent;
- (vi) Any attachment, sequestration, distress execution or analogous event affects any asset(s) of the Company or its Subsidiaries, having an aggregate value of at least S\$2,500,000/- and is not discharged within 21 days, unless it is being contested in good faith with due diligence and the Company or the relevant Subsidiary (as the case may be) has sufficient funds available to meet any related liability;
- (vii) Any commitment for, or underwriting of, any Financial Indebtedness of the Company or its Subsidiaries is cancelled or suspended as a result of an event of default (howsoever described) under the document relating to that Financial Indebtedness, unless the aggregate amount of all such Financial Indebtedness is less than S\$2,500,000/- or its equivalent;
- (viii) Any Security Interest securing any Financial Indebtedness of the Company or its Subsidiaries over any of the Company's or its Subsidiaries' asset(s) becomes enforceable and any step is taken to enforce such Security Interest;
- (ix) The Company or any of its Subsidiaries is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due, or insolvent;
- (x) The Company or any of its Subsidiaries admits inability to pay its debts as they fall due;
- (xi) The Company or any of its Subsidiaries suspends making payments on all or any class of its debts or announces an intention to do so;
- (xii) A moratorium is declared in respect of any of the Financial Indebtedness of the Company or any of its Subsidiaries;
- (xiii) By reason of actual or anticipated financial difficulties, the Company begins negotiations with one or more of its creditors with a view to the readjustment or rescheduling of any of the Financial Indebtedness of the Company or any of its Subsidiaries;
- (xiv) Any step (including petition, proposal or convening a meeting) is taken with a view to a composition, assignment or arrangement with any of the creditors of the Company or any of its Subsidiaries;

- (xv) The Company or Tsing Yi makes a representation or statement or delivers a document or is deemed to have made a representation or delivered a document under or in connection with this Scheme or the Tsing Yi Scheme is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;
- (xvi) Save as disclosed in Appendix 6, the Company or any of its Subsidiaries ceases or threatens to cease to carry on its business or any material part thereof or changes the nature or mode of conduct of its trading in any material respect save as agreed to by the Eligible Creditors by way of Ordinary Resolution or permitted under this Scheme;
- (xvii) An order is made for the Company or any of its Subsidiaries to be placed under judicial management and for the appointment of a judicial manager;
- (xviii) A receiver and/or manager or other similar officer is appointed (other than pursuant to the terms of this Scheme) over the undertakings, properties, assets, or revenues of the Company or any of its Subsidiaries;
- (xix) An order is made for the winding-up of the Company or any of its Subsidiaries or a resolution is passed or if a notice is issued convening a meeting for the purpose of passing any such resolution;
- (xx) If, in Singapore or elsewhere, the Company or any of its Subsidiaries is declared by the Minister to be a declared company under the provisions of Part IX of the Act;
- (xxi) It is or becomes unlawful for the Company to perform any of its obligations under this Scheme; or
- (xxii) A material situation arises which in the opinion of any of the Eligible Creditors (acting reasonably) makes it improbable that the Company will be able to perform its obligations under this Scheme.

Save that that Clauses 10.2(iii) to (xiv) and (xvi) to (xix) shall not apply to events occurring prior to the Effective Date or which gave rise to this Scheme, the details of which have been provided to the Scheme Manager and circulated to the Eligible Creditors in writing prior to the date of the Court Meeting or has been announced on the SGXNet and which are set out in Appendix 10 of the Scheme.

10.3 This Scheme may be terminated in accordance with Clause 10.5 below if:-

- (i) an Event of Default being an event stipulated in Clauses 10.2 (ii), (iv), (viii) to (x) or (xii) to (xxii) of this Scheme continues for more than 30 days ; or

- (ii) an Event of Default being an event stipulated in Clauses 10.2 (i), (iii), (v), (vi), (vii) or (xi) of this Scheme continues for more than 14 days,

without being remedied to the satisfaction of the Eligible Creditors. The time periods mentioned in Clauses 10.3(i) and 10.3(ii) above shall be referred to as the “**Cure Periods**”).

10.4 Upon becoming aware of the occurrence of an Event of Default, the Scheme Manager shall immediately notify the Eligible Creditors in writing and copied to the Company informing them:-

- (i) of the occurrence of the said Event of Default together with details thereof;
- (ii) when the Scheme Manager became aware of the occurrence of the Event of Default; and
- (iii) the applicable Cure Period within which the Company must remedy the situation to the satisfaction of the Eligible Creditors before the Eligible Creditors may terminate the Scheme as provided for in Clause 10.5 below (whether or not the said Event of Default is caused by any reason whatsoever outside the control of the Company or any other person).

10.5 If the Company does not remedy the situation to the satisfaction of the Eligible Creditors within the applicable Cure Period as provided for in Clause 10.3 of this Scheme, the Eligible Creditors may by Special Resolution, terminate the Scheme with immediate effect whereupon all parties shall revert to the position as if the Scheme had not been effected and their respective rights and obligations shall be governed by the Existing Facilities (including but not limited to the Guarantees and Corporate Guarantees).

10.6 The termination of this Scheme pursuant to Clause 10.2 above or Clause 10.9 below shall not affect the validity of any payments made under this Scheme prior to the date of such termination.

10.7 Save as expressly provided in this Scheme, the termination of this Scheme pursuant to Clause 10.2 or Clause 10.9 shall not diminish, extinguish, restrict or otherwise affect any of the rights which an Eligible Creditor may have against the Scheme Company or the Guarantors in connection with, in respect of, arising out of or having its origin in that Eligible Creditor’s Claim or the Existing Facilities in respect of that Eligible Creditor. In the event that this Scheme is terminated otherwise than by full performance of obligations by the Company under this Scheme, each Eligible Creditor shall be entitled to exercise any and all of its rights, powers and remedies against the Scheme Company under the terms and conditions of its Claims as though this Scheme had not been implemented, save that each Eligible Creditor in so exercising its rights, powers and remedies as aforesaid shall give credit to the Scheme Company for all sums, amounts and

benefits received from the Company under this Scheme in reduction or extinction of that Eligible Creditor's Claim. In particular, all amounts that are outstanding under the Convertible Notes shall become due and payable immediately, and shall not be payable by the issuance of Shares at the then-applicable conversion price. For the avoidance of doubt, credit shall be given for any sums or amounts or benefits received under the Scheme.

- 10.8 Upon the termination of this Scheme by performance pursuant to Clause 10.1 above, all liabilities in relation to the Existing Facilities, Subsidiary Facilities, Former Subsidiary Facilities, all Claims and all other security and undertakings (including but not limited to the Corporate Guarantees, Guarantees and Security Interests) granted by the Scheme Company, its Subsidiaries and Former Subsidiaries in relation to the Existing Facilities, Subsidiary Facilities and Former Subsidiary Facilities and all Claims shall be forever discharged, released, reassigned and/or extinguished and each Eligible Creditor will, if called upon to do so, execute and deliver to the Scheme Companies such forms of release, discharge, reassignment or discontinuance of any such security, Corporate Guarantees, Security Interests, Guarantees, undertakings or liability as the Scheme Company may reasonably require.
- 10.9 Notwithstanding any other provision in this Clause 10, this Scheme shall automatically terminate in accordance with Clause 8.2 if the Company fails to issue the notice of general meeting of Eligible Creditors within 5 calendar days of receipt of such request, where such request relates to the convening of such meeting for purposes of terminating this Scheme pursuant to Clause 10.

11. CHANGES TO ELIGIBLE CREDITORS

- 11.1 Subject to this Clause 11, an Eligible Creditor may assign its rights under this Scheme to any other party.
- 11.2 [deleted]
- 11.3 [deleted]
- 11.4 A transfer or assignment will only be effective on receipt by the Scheme Manager of written confirmation from the transferee or assignee (as the case may be) (in form and substance satisfactory to the Scheme Manager) that the transferee or assignee (as the case may be) will assume the same obligations to the other parties to the Scheme as it would have been under if it were an existing Eligible Creditor.
- 11.5 Subject to the conditions set out in this Clause 11, a transfer is effected in accordance with this Clause 11 when the Scheme Manager executes an otherwise duly completed transfer certificate (in form and substance satisfactory to the Scheme Manager) delivered to it by the relevant Eligible Creditor and the

assignee. The Scheme Manager shall as soon as reasonably practicable after receipt by it of such duly completed transfer certificate appearing on its face to comply with the terms of this Scheme and delivered in accordance with the terms of this Scheme, execute that transfer certificate.

11.6 All costs, fees and expenses incurred in relation to any assignment or transfer carried out pursuant to this Clause 11 (including but not limited to any such costs, fees and expenses incurred by the Company) shall be wholly borne by the relevant Eligible Creditor transferor.

11.7 On the transfer date:

- (i) to the extent that in the transfer certificate the relevant Eligible Creditor seeks to transfer its rights and obligations under this Scheme, the Scheme Companies and the relevant Eligible Creditor shall be released from further obligations towards one another under this Scheme and their respective rights against one another under this Scheme shall be cancelled (being the “**Discharged Rights and Obligations**”);
- (ii) the Company, and the assignee or transferee (as the case may be) shall assume obligations towards one another and acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as the Company, and the assignee or transferee (as the case may be) have assumed and acquired the same in place of the Company and the relevant Eligible Creditor;
- (iii) the parties to this Scheme shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the assignee been an existing Eligible Creditor with the rights or obligations acquired or assumed by it as a result of the transfer and to that extent the parties to this Scheme shall each be released from further obligations to each other under this Scheme;
- (iv) the Eligible Creditor effecting such transfer or assignment shall execute such release or discharge documents as may be reasonably required by the Company in relation to any security and undertakings (including but not limited to the Corporate Guarantees, Guarantees and Security Interests) granted by the Scheme Companies and the Guarantors to the relevant Eligible Creditor, at the cost of the Company; and
- (v) the assignee or transferee (as the case may be) shall become a party to this Scheme as a Eligible Creditor.

12. PAYMENTS

All payments to be made under this Scheme shall be made for value on the due date (or if such due date is not a Business Day, on the immediate preceding Business Day) in immediately available and transferable funds.

13. TAXES AND WITHOLDINGS

13.1 All sums payable by the Company under the terms of the Scheme, shall be paid:

- (i) Free of any restriction or condition; and
- (ii) Without deduction or withholding (except to the extent required by law) on account of any other amount, whether by way of set-off, counterclaim or otherwise.

13.2 If the Company or any other person on its behalf (whether or not a party to this Scheme) must at any time deduct or withhold any tax or other amount from any sum paid or payable by, or received or receivable from, the Company under this Scheme or the other documents contemplated hereby, the Company shall be entitled to deduct an amount equivalent to the tax or other amount withheld, from the amount payable to the Eligible Creditor to which that sum is due.

13.3 If the Company or any other person on its behalf (whether or not a party to this Scheme) must at any time pay any tax or other amount on, or calculated by reference to, any sum received or receivable by any Eligible Creditor under this Scheme or the other documents contemplated hereby (except for a payment by any Eligible Creditor of tax on its own overall net income imposed by the jurisdiction of its incorporation or, in the case of a Eligible Creditor, where its facility office is located), the Company shall pay or procure the payment of that tax or other amount before any interest or penalty becomes payable.

13.4 Within 30 days after paying such sum from which it is required by law to make any deduction or withholding, and within 30 days after the due date of payment of any tax or other amount which it is required by Clause 13.3 to pay, the Company shall deliver to the relevant Eligible Creditor receipts or other evidence satisfactory to the relevant Eligible Creditor showing that deduction, withholding or payment and (where remittance is required) the remittance thereof to the relevant taxing or other authority.

14. GENERAL UNDERTAKINGS

14.1 The undertakings below remain in force from the date the conditions in Clause 6.24(ii) and Clause 6.24(iii) are fulfilled till the Termination Date.

- (i) The Company shall comply with the provisions of the Scheme;

- (ii) The Company shall effect timely payment of monies which it is obliged to make in accordance with the terms of the Scheme;
- (iii) The Company shall ensure that its payment obligations under the Scheme at all times rank at least *pari passu* with all its other present and future unsecured payment obligations, except for obligations mandatorily preferred by law applying to companies generally;
- (iv) The Company shall carry on and conduct its business and affairs with, and ensure that the business and affairs of the Group are carried on and conducted with, due diligence and efficiency in accordance with sound technical, financial and managerial standards and practices with qualified personnel and in accordance with the Memorandum and Articles of Association of the Company;
- (v) The Company shall comply with the directions of the Scheme Manager to enable the Scheme Manager to carry out its duties and responsibilities under the Scheme;
- (vi) The Company shall promptly notify the Eligible Creditors of any material adverse change in the condition (financial or otherwise) of the Company or any member of the Group and notify the Eligible Creditors immediately of the institution of any litigation, arbitration, insolvency or administrative proceedings against the Company or any member of the Group before any court or administrative agency which might materially affect the continued operations or financial condition of the Company or any member of the Group;
- (vii) Immediately upon becoming aware of the occurrence of an Event of Default, the Company shall notify the Eligible Creditors of the same, together with details thereof and the action taken or proposed to be taken to remedy, or mitigate the effect of the Event of Default;
- (viii) The Company shall maintain insurances on and in relation to its business and assets with reputable underwriters or insurance companies against those risks, and to the extent usually insured against by prudent companies located in the same or similar location and carrying on a similar business;
- (ix) Save as disclosed in Appendix 6, the Company shall not (and shall also ensure that members of the Group will not) enter into any amalgamation, demerger, merger or corporate reconstruction without the prior approval of the Eligible Creditors by way of Ordinary Resolution;
- (x) Save as specifically provided for or contemplated in the Scheme or disclosed in Appendix 6, the Company shall not enter into a single

transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to purchase (whether through secured financing or otherwise), sell, lease, transfer or otherwise acquire or dispose of any material asset except where such purchase, sale, lease, transfer or other acquisition or disposal is:

- (a) made in the ordinary course of business of the Company; or
- (b) made as agreed to by the Eligible Creditors by way of Ordinary Resolution (such consent not to be unreasonably withheld);

and for the purposes of this Clause 14.1(x), an asset will be deemed to be material if any of the relative figures computed in respect of the sale, lease, transfer, disposal or acquisition of such asset on the bases set out in Rule 1006 of the Listing Manual of the SGX-ST (as in force at the Latest Practicable Date) is at least 5%;

- (xi) Save as specifically provided for in the Scheme, the Company shall not create or permit to subsist any Security Interest over any of its present assets;
- (xii) The Company shall not cease to be listed on the main board of the Singapore Exchange;
- (xiii) The Company will not return, repay, purchase, redeem or otherwise reduce its share capital without the consent of the Eligible Creditors by way of Ordinary Resolution (such consent not to be unreasonably withheld);
- (xiv) The Company shall not declare, make or pay any dividends, without the consent of the Eligible Creditors by way of Ordinary Resolution (such consent not to be unreasonably withheld);
- (xv) The Company shall ensure that, save as agreed to by the Eligible Creditors by way of Ordinary Resolution:
 - (a) no substantial change is made to the general nature of its business from that carried on at the Effective Date, which includes recycling, waste management, trading of metals and other commodities, smelting and manufacturing of various metals and metal products and project managing any business associated with the current business; and
 - (b) it does not diversify into any unrelated business from that carried on by it at the Effective Date (as described in Clause 14.1(xv)(a) above);

(xvi) The Company shall ensure and procure that the financial condition of the Group shall, so long as any amount is outstanding under the Scheme or any commitments under the Scheme is in force, be such that at all times:

- (a) the ratio of Consolidated Total Borrowings to Consolidated Tangible Net Worth will not exceed:
 - (i) 3:1 from the date falling two years after Effective Date to the date preceding the date falling three years after Effective Date; and
 - (ii) 2:1 from the date falling three years after Effective Date and thereafter; and
- (b) the Consolidated Tangible Net Worth will not be less than S\$30 million from the date falling 5 years after the Effective Date.

Consolidated Total Borrowings, Consolidated Tangible Assets and Consolidated Tangible Net Worth shall be calculated and interpreted on a consolidated basis by reference to the audited and unaudited financial statements of the Group. For the purpose of any calculation under this Clause, no item shall be counted more than once;

(xvii) The Company shall supply to the Eligible Creditors and their respective professional advisors:

- (a) as soon as the same become available, but in any event within 180 days after the end of each of its financial years, its audited consolidated financial statements for that financial year;
- (b) as soon as the same becomes available but in any event within 90 days after the end of the relevant financial period, its interim financial statements for that financial year; and
- (c) such further information regarding the financial condition, business and operations of the Company as the Eligible Creditors may reasonably request, to the extent allowed by applicable law (including insider trading laws) and the Listing Manual;

(xviii) The financial statements supplied by the Company to the Eligible Creditors and their respective professional advisors shall:-

- (a) be prepared in accordance with SFRS consistently applied;
- (b) fairly represent the Company's financial condition and operations as at the end of the relevant financial year (or, as the case may be, at the end of the relevant financial period); and

- (c) be certified by a Director as fairly representing the Company's (or, as the case may be, the Company's consolidated) financial condition and operations as at the end of and for the period in relation to which those financial statements were drawn up.

14.2 For the avoidance of doubt, where the Company is entitled to not make an announcement pursuant to the exceptions under the Listing Manual or, if the Company in providing such information will breach the Securities and Futures Act (including insider trading provisions), it will not be obliged to provide such information or documents containing such information to the Eligible Creditors or their respective professional advisors.

15. [deleted].

16. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

16.1 Save as specifically provided for herein, no neglect, failure, delay, or forbearance by the Scheme Creditors in exercising, enforcing any provision or right under this Scheme or any extension of time given by the Scheme Creditors to the Company for the completion of its obligation or condition under this Scheme will operate as a waiver of the Scheme Creditors' rights in this Scheme and preclude the Scheme Creditors from acting strictly in accordance with the provisions of this Scheme.

The rights and remedies provided in this Scheme are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise). For the avoidance of doubt, no single or partial exercise of any other right or remedy by the Scheme Creditors will preclude any other or further exercise thereof or the exercise of any other right or remedy.

16.2 Save as specifically provided for herein, no neglect or forbearance of the Scheme Creditors to require and enforce payment of any monies hereunder or the performance and observance of any undertakings, stipulations, terms and conditions herein contained and/or such other related documents, nor any time which may be given to the Company shall in any way prejudice or affect any of the rights, powers or remedies of the Scheme Creditors at any time afterwards to act strictly in accordance with the provisions hereof or thereof.

16.3 No such waiver of any such breach as aforesaid shall prejudice the rights of the Scheme Creditors in respect of any other or subsequent breach of any of the undertakings, stipulations, terms or conditions.

16.4 Save for any Claims admitted in accordance with Clause 4.4(i) above, nothing in this Scheme shall affect any claim (whether for principal or interest), including

any right of the Scheme Companies to pursue any action or proceeding against any Scheme Creditor in respect of any claim (whether for principal or interest) that the Scheme Companies may have against such Scheme Creditor.

17. SEVERABILITY

If any provision in this Scheme shall be, or at any time shall become invalid, illegal or unenforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of this Scheme but this Scheme shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

18. [deleted]

19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP. 53B)

19.1 Save as expressly provided in this Scheme, the operation of the Contracts (Rights of Third Parties) Act (Cap. 53) is hereby expressly excluded.

19.2 Notwithstanding that Tsing Yi and the Subsidiaries of the Company are not parties to this Scheme, they will be entitled to enforce the provisions of Clause 2 of this Scheme as though they were parties to this Scheme.

20. GOVERNING LAW

20.1 This Scheme shall be governed by and construed in accordance with the laws of the Republic of Singapore.

20.2 The parties to this Scheme (including the Company, the Scheme Manager and the Scheme Creditors) hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore in relation to any legal action or proceedings arising out of or in connection with this Scheme.

Dated: 15 September 2010 (as amended pursuant to the Court Meeting)

SCHEDULE A
TERMS OF THE SERVICEABLE LOAN

1. REPAYMENT OF THE SERVICEABLE LOAN

- 1.1 The Company shall repay the Serviceable Loan in accordance with the terms of this Scheme in such Instalment Amounts and on the respective Repayment Dates as set out below:
- (i) at least 5% of the Serviceable Loan shall be repaid in 4 equal quarterly instalments on or before the date falling 3 years after the Effective Date;
 - (ii) at least 10% of the Serviceable Loan shall be repaid in 4 equal quarterly instalments on or before the date falling 4 years after the Effective Date;
 - (iii) at least 25% of the Serviceable Loan shall be repaid in 4 equal quarterly instalments on or before the date falling 5 years after the Effective Date;
 - (iv) at least 30% of the Serviceable Loan shall be repaid in 4 equal quarterly instalments on or before the date falling 6 years after the Effective Date; and
 - (v) the balance of the Serviceable Loan shall be repaid in 4 quarterly instalments on or before the date falling 7 years after the Effective Date.
- 1.2. All amounts paid under Condition 1.1 shall be paid to the Eligible Creditors on a *pari passu* basis based on the quantum of their respective Serviceable Loan.
- 1.3 Notwithstanding any other provisions in this Scheme, the Company will not be obliged to repay the Serviceable Loan before the expiry of a period of 2 years commencing on the Effective Date.
- 1.4 The Instalment Amounts shall be paid on 31 March, 30 June, 30 September and 31 December, or if any of such Repayment Dates are not Business Days, on the Business Day immediately preceding the relevant Repayment Date.
- 1.5 The Company may prepay the Serviceable Loan, or any part of it which is S\$100,000 or a whole multiple of that amount, without premium or penalty on any Interest Payment Date. Any such prepayment must be accompanied by accrued interest on the amount prepaid and by any other sum then due under this Agreement.

2. INTEREST

2.1 Simple interest will accrue on the outstanding principal amount under the Serviceable Loan at the following rates:

Interest Periods	Interest rate
1 st to 12 th Interest Periods	SWAP Rate plus 1.125% per annum
13 th to 16 th Interest Periods	SWAP Rate plus 1.2% per annum
17 th to 20 th Interest Periods	SWAP Rate plus 1.3% per annum
Each subsequent Interest Period	SWAP Rate plus 1.4% per annum

2.2 Interest shall accrue and be calculated on the outstanding principal amount under the Serviceable Loan based on a 365-day year and the actual number of days elapsed. Save as provided for below, interest shall be payable in arrears at the end of each Interest Period, commencing on the Effective Date. Accrued and unpaid interest will not be compounded to the principal amount.

Without prejudice to the generality of the foregoing, **interest shall be calculated on the principal amount of the Serviceable Loan by reference to successive Interest Periods. Each Interest Period shall be of three months' duration except as follows:**

- (i) the first Interest Period relating to the Serviceable Loan shall begin on the Effective Date and shall end on the last day of March, June, September or December, whichever month falls earliest after the Effective Date; and
 - (ii) any Interest Period which would otherwise extend beyond a Repayment Date shall instead end on that Repayment Date.
- 2.3 On each Interest Payment Date (or if such Interest Payment Date is not a Business Day, on the immediate preceding Business Day), the Company shall pay the unpaid interest accrued during the Interest Period ending on that Interest Payment Date at the rate applicable to that Interest Period.

3. DEFAULT INTEREST

3.1 In the event that the Company fails to pay any Instalment Amount or any part thereof on or before the relevant Repayment Date or fails to pay any interest on or before any Interest Payment Date, or in the event of an Event of Default, then all outstanding Instalment Amounts, regardless of their Repayment Dates, and all

accrued interest, shall become immediately due and payable.

- 3.2 In the event that the Company defaults in the payment of any portion of the Eligible Debt, the Company shall be liable to pay to the Eligible Creditors default interest at the rate of SWAP Rate + 3% per annum in respect of all amounts due and owing in connection with the Eligible Debt.

Without prejudice to the generality of the foregoing:

- (i) If the Company does not pay any sum payable under this Scheme when due, it shall pay interest on the amount from time to time outstanding in respect of that overdue sum for the period beginning on its due date and ending on the date of its receipt by the Eligible Creditors (both before and after judgment) in accordance with this Condition 3.2; and
- (ii) Interest under this Condition 3.2 shall accrue and be calculated on a daily basis with monthly rests and compounded monthly on the last day of each month, based on a 365-day year and the actual number of days elapsed.

SCHEDULE B1
TERMS OF THE FIRST TRANCHE RESTRUCTURED DEBT – NON-INTEREST BEARING REDEEMABLE CONVERTIBLE NOTES

1. INTERPRETATION AND DEFINITIONS

In this Schedule, unless the context otherwise requires, the following terms and phrases have the following meanings:

“ASCT Market Day” means a day on which the Shares of the Company are being traded on the SGX-ST.

“Blackout Period” means where there is a Share Consolidation, the period commencing 14 ASCT Market Days before the Share Consolidation Books Closure Date and ending on the date falling 2 ASCT Market Days after the Share Consolidation Books Closure Date.

“CDP” means The Central Depository (Pte) Limited.

“Conditions” means these terms and conditions of issue of the Convertible Notes A.

“Consolidated Shares” means the consolidated ordinary shares in the issued share capital of the Company immediately following a Share Consolidation.

“Constitution” means the memorandum and articles of association of the Company.

“Conversion” means the conversion of the Convertible Notes A into Shares in accordance with these Conditions, and “Convert” and “Converted” will be interpreted accordingly.

“Conversion Date” means, in respect of a Convertible Note A, the date on which it is Converted into Shares.

“Conversion Notice” has the meaning in Condition 6.2.

“Conversion Period” means the period under which the Conversion Right may be exercised as stipulated in Condition 6.1(iii).

“Conversion Right” means the entitlement of a Noteholder to Convert its Convertible Notes A into Conversion Shares in accordance with Condition 6.

“Conversion Shares” means Shares which are issued or transferred to the Noteholder on the exercise of that Noteholder’s Conversion Right to Convert its Convertible Notes A to Shares, credited as fully paid.

“Convertible Note A” means the Convertible Note as stated in Condition 2.1.

“Convertible Note A Certificate” means the document of that name to which these Conditions of issue are attached.

“Face Value” means the face value of a Convertible Note A as set out in Condition 5.

“Final Maturity Date” means, in respect of a Convertible Note A, the 10th anniversary of the Effective Date.

“First Maturity Date” means, in respect of a Convertible Note A, the 5th anniversary of the Effective Date.

“Government Agency” means any foreign or Singapore government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Government of Singapore.

“Initial Amount” means 49% of the Eligible Debt.

“Issue Date” means, in respect of a Convertible Note A, the date on which the Convertible Note A is issued.

“Listing Rules” means at any time the listing rules of the Singapore Exchange in force at that time.

“Material Adverse Effect” means a material adverse effect on the ability of the Company to perform its obligations under these Conditions or on the financial condition or business of the Company.

“Mandatory Redemption” means the redemption of the Convertible Notes A on the First Maturity Date and Final Maturity Date as stipulated in Condition 7.1.

“Mandatory Redemption Date” means the First Maturity Date or Final Maturity Date as stipulated in Condition 7.1, as the case may be.

“Mandatory Redemption Shares” means the Shares which are issued pursuant to a Mandatory Redemption of the Convertible Notes A by the Company, credited as fully paid.

“Mandatory Redemption Price” means the conversion price of the Mandatory Redemption Shares in effect on the First Maturity Date or Final Maturity Date as the case may be as stipulated in Condition 7.1(iv).

“Noteholder” means, in relation to any Convertible Notes A, the person registered in the Register as the holder of those Convertible Notes A.

“Noteholder Conversion Price” has the meaning in Condition 6.1(ii).

“Noteholder Instructions” means the written notice given by the Noteholder to the Company and the Scheme Manager pursuant to Condition 7.4(iii).

“Optional Redemption” means the redemption of the Convertible Notes A by the Company in accordance with Condition 7.2.

“Optional Redemption Notice” means a notice of not less than 30 days but not more than 60 days given by the Company to the Noteholders notifying the Noteholders of the Company’s intention to redeem Convertible Notes A pursuant to Condition 7.2.

“Optional Redemption Date” means any date after the Effective Date and before the First Maturity Date as specified in the Optional Redemption Notice as the date the Company will redeem the Convertible Notes A.

“Optional Redemption Price” means the conversion price of Shares in effect on the Optional Redemption Date as stipulated in Condition 7.2(ii).

“Optional Redemption Shares” means the Shares which are issued by the Company when an Optional Redemption is made in Shares, credited as fully paid.

“Record Date” means the 6th Business Day before the due date for payment.

“Redemption” means Mandatory Redemption, Relevant Event Redemption or Optional Redemption, as the context requires.

“Redemption Right” means the entitlement of the Company to redeem its Convertible Notes A in accordance with Condition 7.

“Redemption Shares” means any of the Mandatory Redemption Shares or the Optional Redemption Shares, as the context requires.

“Register” means the register of Noteholders maintained by the Company under Condition 8.

“Regulatory Authority” means any of SIC, Singapore Exchange or any Government Agency, whether having jurisdiction in Singapore or elsewhere.

“Relevant Event” means the removal of the Company from the Official List of the Singapore Exchange.

“Relevant Event Redemption Date” means the later of the 14th day after the expiry of the period of 60 days following a Relevant Event or 60 days following the date upon which notice is given to the Noteholders by the Company in accordance with Condition 10.

“**Relevant Event Redemption Notice**” means a notice submitted by a Noteholder to the Company and the Scheme Manager in the form prescribed at the relevant time on the occurrence of a Relevant Event.

“**Securities**” means Shares or a right or option to acquire Shares in the Company.

“**Share**” means a fully paid ordinary share in the capital of the Company.

“**Share Consolidation**” means a consolidation of Shares held by the Shareholders as at the Share Consolidation Books Closure Date into Consolidated Shares, fractional entitlements to be disregarded.

“**Share Consolidation Books Closure Date**” means subject to Shareholders’ approval for a Share Consolidation, the date and time to be determined by the Directors, at and on which the Depository Register and Register of Members of the Company will be closed to determine the entitlements of Shareholders to Consolidated Shares pursuant to completion of the Share Consolidation.

“**Shareholders**” means registered holders of Shares.

“**Tax**” means any taxes, duties, fees, rates, charges and imposts of all kinds assessed, levied or imposed by Singapore or any other foreign government, regional or municipal authority and includes capital gains tax, fringe benefits tax, income tax, withholding tax, prescribed payments tax, superannuation guarantee charge, training guarantee levy, undistributed profits tax, payroll tax, goods and services tax, group tax, land tax, import duty, excise, stamp duty, municipal and water rates, interest on tax payments and additional tax by way of penalty.

2. INITIAL AMOUNT

- 2.1 Subject to receiving all necessary approvals, the First Tranche Restructured Debt shall be converted into non-interest bearing redeemable convertible notes (“**Convertible Notes A**”) with an aggregate Face Value equal to the Initial Amount, issued by the Company in registered form to the Eligible Creditors on a *pari passu* basis, provided that if the First Tranche Restructured Debt owed to any Eligible Creditor is not in a multiple of S\$1.00, the remainder of such First Tranche Restructured Debt after such First Tranche Restructured Debt is divided by one shall be deemed to be waived by such Eligible Creditor upon such conversion of the First Tranche Restructured Debt to Convertible Notes A.
- 2.2 Convertible Notes A relating to Adjudicated Amounts shall only be issued on or after the date of the relevant final and non-appealable judgment, and no Convertible Notes A shall be issued in respect of Disputed Amounts.

3. GENERAL TERMS OF ISSUE

3.1 Each Convertible Note A:

- (i) is Convertible in accordance with Condition 6;
- (ii) is redeemable in accordance with Condition 7; and
- (iii) is only transferable in accordance with Condition 8.

3.2 If a Convertible Note A is redeemed by the Company or Converted then the Convertible Note A is automatically cancelled and may not be re-issued.

3.3 The Company will **not** apply for official quotation of the Convertible Notes A on the Singapore Exchange or any other stock exchange.

3.4 Except as otherwise provided for in these Conditions, a Convertible Note A does not give its Noteholder the right to participate in issues of new securities or capital reconstructions affecting the holders of Shares.

4. INTEREST

The Convertible Notes A will not bear interest.

5. FACE VALUE

The Face Value of each Convertible Note A shall be S\$1.00, but each certificate for each Convertible Note A may represent whole multiples thereof and bear only the facsimile signature of an authorised signatory of the Company and a facsimile of the common seal of the Company.

6. CONVERSION OF CONVERTIBLE NOTES A

6.1 Conversion Right

- (i) Subject to and as provided in these Conditions, each Convertible Note A shall entitle the Noteholder to Convert such Convertible Note A into Conversion Shares. The number of Conversion Shares to be issued or transferred and delivered on exercise of a Conversion Right shall be determined by dividing the principal amount of the Convertible Notes A to be converted by the Noteholder Conversion Price.

- (ii) The Noteholder Conversion Price will be 90% of the VWAP for the 5 ~~market days~~ ASCT Market Days immediately preceding the Conversion Date.
- (iii) Subject to, and as provided in these Conditions, the Conversion Right in respect of a Convertible Note A may be exercised at the option of the Noteholder thereof, at any time subject to any applicable fiscal or other laws or regulations and as hereinafter provided, on or after the Effective Date, provided that the relevant Conversion Date shall not fall later than the date falling 15 Business Days prior to the Final Maturity Date (both days inclusive) or, if such Convertible Note A is to be redeemed pursuant to Condition 7.2 prior to the Final Maturity Date, not later than the 5th Business Day before the date fixed for redemption thereof pursuant to Condition 7.2. If there is default in making payment or allotting and issuing the Redemption Shares in respect of such Convertible Note A on such date fixed for redemption, the Conversion Right may be exercised up to the date on which the full amount of such payment becomes available for payment or such Redemption Shares should have been allotted and issued and notice of such availability has been duly given in accordance with Condition 10 (the “**Conversion Period**”).
- (iv) Conversion Rights in respect of a Convertible Note A may not be exercised following the giving of a notice by the Noteholder thereof pursuant to Condition 7.3.
- (v) Conversion Rights may only be exercised in respect of an authorised denomination, being S\$50,000 or the outstanding amount of the Convertible Notes A, whichever is lesser.
- (vi) The maximum number of Convertible Notes A that any Noteholder can Convert in aggregate in the 5 years commencing from the Effective Date shall not exceed half of the initial number of Convertible Notes A that he was issued on or about the Effective Date.
- (vii) Each Noteholder undertakes that it will not, with persons acting or deemed to be acting in concert with it (as defined in the Code), own 30% or more of the entire issued share capital of the Company at any point in time.
- (viii) A Convertible Note A is not convertible in part.
- (ix) Fractions of Conversion Shares will not be delivered on Conversion and no cash payment or other adjustment will be made in lieu thereof. However, if the Conversion Right in respect of more than 1 Convertible Note A is exercised at any one time such that Conversion Shares to be delivered on Conversion are to be registered in the same name, the number of such Conversion Shares to be delivered in respect thereof shall be

calculated on the basis of the aggregate principal amount of such Convertible Notes A being so converted and rounded down to the nearest whole number of Shares.

- (x) Each Noteholder undertakes to comply with all applicable and relevant securities regulations or similar laws to enable it to hold the Convertible Notes A and the new Shares which will be issued pursuant to any Conversion or redemption thereof and ensure that the Company will not be in breach of any securities laws of any regulations to which the Company may be subject in relation to the Convertible Notes A and the new Shares which are the subject of the Convertible Notes A.

6.2 Procedure for exercise Of Conversion Rights and terms of allotment and issue of Conversion Shares

- (i) The Conversion Right may be exercised by a Noteholder by delivering the relevant Convertible Note A Certificate to the office of the Company and the Scheme Manager, during their usual business hours, accompanied by a duly completed and signed notice of conversion (a “**Conversion Notice**”) which must set out sufficient particulars as to enable the Company to allot and issue the Conversion Shares. Conversion Notices with insufficient particulars may at the discretion of the Company be rejected and deemed invalid. Following this, the Company shall (subject as provided in these Conditions) procure the delivery, to or as directed by the relevant Noteholder of Conversion Shares credited as paid up in full. The form of the Conversion Notice is as set out in Annex A to this Schedule B1.
- (ii) Conversion Rights shall be exercised subject in each case to any applicable fiscal or other laws or regulations. If the delivery of a Conversion Notice is made after the end of normal business hours or on a day which is not a Business Day, such delivery shall be deemed for all purposes of these Conditions to have been made on the next Business Day.
- (iii) A Conversion Notice, once delivered, shall be irrevocable.
- (iv) The Conversion Date in respect of a Convertible Note A shall be the next Business Day following the date of the delivery of the Convertible Note A Certificates and the Conversion Notice.
- (v) A Noteholder exercising a Conversion Right shall be responsible for paying directly to the relevant authorities any Taxes arising on Conversion and such Noteholder shall be responsible for paying all, if any, Taxes arising by reference to any disposal or deemed disposal of a Convertible Note A or interest therein in connection with such Conversion.

- (vi) Conversion Shares to be issued on exercise of Conversion Rights will be issued at the option of the Noteholder exercising its Conversion Right as specified in the Conversion Notice, either:
 - (a) in “book-entry-only” form eligible for deposit at CDP (or any successor licensed clearance and settlement facility applicable to the Conversion Shares); or
 - (b) in certificated form registered in the name of or as directed by the Noteholder in the relevant Conversion Notice.

In the case of (a), the Conversion Shares will be credited to the CDP account specified in the Conversion Notice not later than 5 Business Days from after the relevant Conversion Date.

In the case of (b), the certificate for the Conversion Shares will be mailed to the relevant Noteholder (at the risk of such Noteholder) to the address specified in the Conversion Notice, or if a Noteholder does not specify a valid CDP account in the Conversion Notice, a certificate for the Conversion Shares will be mailed to the relevant Noteholder (at the risk of such Noteholder) to the address specified in the Register, not later than five Business Days after the relevant Conversion Date.

6.3 Status of Conversion Shares

Conversion Shares issued or transferred and delivered upon conversion of the Convertible Notes A will be fully paid and will in all respects rank *pari passu* with the fully paid Shares in issue on the relevant Conversion Date except in any such case for any right excluded by mandatory provisions of applicable law and except that such Conversion Shares will not be entitled to any rights, distributions or payments whose Record Date falls prior to the relevant Conversion Date.

7. REDEMPTION AND PURCHASE OF CONVERTIBLE NOTES A

7.1 Interim And Final Redemption

- (i) Unless previously purchased and cancelled, redeemed or Converted as herein provided, half of the initial number of the Convertible Notes A that were issued on or about Effective Date will be redeemed on the First Maturity Date and all outstanding Convertible Notes A on the Final Maturity Date will be redeemed on the Final Maturity Date (“**Mandatory Redemption**”). The Convertible Notes A may only be redeemed at the option of the Company prior to the First Maturity Date and the Final Maturity Date, in accordance with Condition 7.2.

- (ii) Mandatory Redemptions on the First Maturity Date and the Final Maturity Date shall be made in Shares.
- (iii) The number of Shares to be issued pursuant to the Mandatory Redemption (“**Mandatory Redemption Shares**”) shall be determined by dividing the principal amount of the Convertible Notes A to be mandatorily redeemed (as determined by the Company) by the Mandatory Redemption Price.
- (iv) The Mandatory Redemption Price will be 85% of the VWAP for the 5 ~~market days~~ ASCT Market Days immediately preceding the First Maturity Date or Final Maturity Date as the case may be.

7.2 Optional Redemption

- (i) On giving an Optional Redemption Notice to the Noteholders, (which notice shall be irrevocable) in accordance with Condition 10:
 - (a) the Company may at any time after the Effective Date and before the First Maturity Date redeem the Convertible Notes A on any date (an “**Optional Redemption Date**”) specified in the Optional Redemption Notice at their principal amount, provided that at no time during the 5 years commencing on the Effective Date will the aggregate number of Convertible Notes A that have been redeemed or Converted at any one time exceed half of the initial number of Convertible Notes A that were issued on or about the Effective Date;
 - (b) the Company may at any time after the First Maturity Date, redeem all or some of the Convertible Notes A; and
 - (c) the number of Optional Redemption Shares to be issued pursuant to the Optional Redemption shall be determined by dividing the principal amount of the Convertible Notes A to be optionally redeemed (specified to be optionally redeemed in Shares in the Optional Redemption Notice) by the Optional Redemption Price.
- (ii) The Optional Redemption Price will be 85% of the VWAP for the 5 ~~market days~~ ASCT Market Days immediately preceding the Optional Redemption Date.

7.3 Relevant Event Redemption at the Option of Noteholders

- (i) Following the occurrence of a Relevant Event, the Company shall notify the Noteholders of the occurrence of the Relevant Event in accordance with Condition 7.3(iii) below. Upon issuance of such notice, each Noteholder will have the right at its option, to require the Company to

redeem in cash all or some only of that Noteholder's Convertible Notes A on the Relevant Event Redemption Date at their principal amount. To exercise such right, the Noteholder must complete, sign and deposit at the specified office of the Company and the Scheme Manager a completed and signed Relevant Event Redemption Notice, in substantially the form set out in Annex C hereto, obtainable from the office of the Company or the Scheme Manager together with the Convertible Notes A Certificate evidencing the Convertible Notes A to be redeemed on the Relevant Event Redemption Date.

- (ii) A Relevant Event Redemption Notice, once delivered, shall be irrevocable and the Company shall redeem the Convertible Notes A which are the subject of Relevant Event Redemption Notice delivered as aforesaid on the Relevant Event Redemption Date.
- (iii) The Company shall give notice to the Noteholders in accordance with Condition 10 by not later than 14 days following the first day on which it becomes aware of the occurrence of a Relevant Event, such notice shall specify the procedure for exercise by holders of their rights to require redemption of the Convertible Notes A pursuant to this Condition and shall give brief details of the Relevant Event.

7.4 Optional Redemption Notices and terms of allotment and issue of Redemption Shares

- (i) Any Optional Redemption Notice shall be irrevocable. Any such notice shall specify:
 - (a) the Optional Redemption Date;
 - (b) the Optional Redemption Price, the aggregate principal amount of the Convertible Notes A outstanding, the number of Convertible Notes A to be redeemed and the closing price of the Shares as derived from the Singapore Exchange, in each case as at on the Business Day immediately preceding the publication of the Optional Redemption Notice; and
 - (c) the last day on which Conversion Rights may be exercised by Noteholders.
- (ii) A Noteholder shall be responsible for paying directly to the relevant authorities any Taxes arising on Redemption and such Noteholder shall be responsible for paying all, if any, Taxes arising by reference to any

disposal or deemed disposal of a Convertible Note A or interest therein in connection with such Redemption.

- (iii) A Noteholder shall (i) within 7 Business Days of receipt of the Optional Redemption Notice and (ii) no later than 3 Business Days before the First Maturity Date, or as the case may be the Final Maturity Date, give written notice to the Company and the Scheme Manager sufficient particulars to enable the Company to allot and issue the relevant Redemption Shares to it or its nominee, failing which the Company shall have no obligation to allot and issue the relevant Redemption Shares to such Noteholder or his nominee and the principal amount will be deemed to be extinguished. In such event, the Noteholder will have no claim against the Company in respect of such amounts or relevant Redemption Shares and the Company will have no liability to the Noteholder in respect thereof.
- (iv) Redemption Shares to be issued on Redemption will be issued, in accordance with the Noteholder Instructions given by the Noteholder pursuant to Condition 7.4(iii) (“**Noteholder Instruction**”), either:
 - (a) in “book-entry-only” form eligible for deposit at CDP (or any successor licensed clearance and settlement facility applicable to the Redemption Shares); or
 - (b) in certificated form registered in the name of or as directed by the Noteholder in the relevant ~~Conversion~~ Optional Redemption Notice.

In the case of (a), the Redemption Shares will be credited to the CDP account specified in the Noteholder Instruction not later than 5 Business Days from after the relevant ~~Conversion~~ Optional Redemption Date or Mandatory Redemption Date, as the case may be.

In the case of (b) the certificate for the Redemption Shares will be mailed to the relevant Noteholder (at the risk of such Noteholder) to the address specified in the Noteholder Instruction, or if a Noteholder does not specify a valid CDP account in the Noteholder Instruction, a certificate for the Redemption Shares will be mailed to the relevant Noteholder (at the risk of such Noteholder) to the address specified in the Register not later than five Business Days after the relevant Optional Redemption Date or Mandatory Redemption Date, as the case may be.

- (v) Fractions of Redemption Shares will not be delivered on Redemption and no cash payment or other adjustment will be made in lieu thereof. However, if the Redemption is to be effected in respect of more than 1 Convertible Note A such that Redemption Shares to be delivered on Redemption are to be registered in the same name, the number of such

Redemption Shares to be delivered in respect thereof shall be calculated on the basis of the aggregate principal amount of such Convertible Notes A being so converted and rounded down to the nearest whole number of Shares.

- (vi) If more than 1 notice of redemption is given pursuant to this Condition 7, the first of such notices to be given shall prevail, save that a notice of redemption given by a Noteholder pursuant to Condition 7.3 shall prevail over any other notice of redemption given pursuant to this Condition 7, whether given before, after or at the same time as any notice of redemption under Condition 7.3.

7.5 Status of Redemption Shares

Redemption Shares issued or transferred and delivered upon Redemption of the Convertible Notes A will be fully paid and will in all respects rank *pari passu* with the fully paid Shares in issue on the relevant redemption A date except in any such case for any right excluded by mandatory provisions of applicable law and except that such Redemption Shares will not be entitled to any rights, distributions or payments whose Record Date falls prior to the relevant Redemption Date.

7A. EVENT OF SHARE CONSOLIDATION

Notwithstanding the foregoing, in the event of a Share Consolidation being proposed or implemented, the Noteholders shall not be entitled to exercise their Conversion Rights and the Company shall not exercise its Redemption Right during the Blackout Period. Any Conversion Notice delivered during the Blackout Period will not be valid and the Company will have no obligation to convert the Convertible Notes A in accordance with or pursuant to such notice. The Company also undertakes not to, in any Optional Redemption Notice, specify an Optional Redemption Date that falls within the Blackout Period.

8. TRANSFER AND REGISTER

8.1 Registration and Transfer of Convertible Notes A

The Company will cause a Register to be kept at a specified office in Singapore on which will be entered the names and addresses of the Noteholders and the particulars of the Convertible Notes A held by them and of all transfers, Redemptions and Conversions of Convertible Notes A.

8.2 Transfer

- (i) Convertible Notes A may, only at any time after the expiry of 6 months from the (a) Effective Date or (b) the issue of the Convertible Notes A, whichever is later, subject to Conditions 8.2(iii) and 8.2(iv) be transferred in whole or in part in an authorised denomination by lodging the relevant Convertible Note A Certificate (with the form of application for transfer in respect thereof duly executed and duly stamped where applicable) at the specified office of the Company and Scheme Manager. No transfer of a Convertible Note A will be valid unless and until entered on the Register. A Convertible Note A may be registered only in the name of, and transferred only to, a named person (or persons, not exceeding 4 in number). The Company will within 7 Business Days, of receipt of any duly made application for the transfer of a Convertible Note A, deliver a new Convertible Note A Certificate to the transferee at his risk (and, in the case of a transfer of part only of a Convertible Note A, deliver a Convertible Note A Certificate for the untransferred balance to the transferor at his risk) to such address as the transferee or, as the case may be, the transferor may request.
- (ii) Such transfer will be effected without charge subject to:-
 - (a) the person making such application for transfer paying or procuring the payment of any Taxes in connection therewith; and
 - (b) the Company being satisfied with the documents of title and identity of the person making the application.
- (iii) The Company will not be required to register the transfer of any Convertible Note A (or part thereof):-
 - (a) during the period of 15 days ending on and including the day immediately prior to the First Maturity Date and Final Maturity Date or any earlier date fixed for redemption of the Convertible Notes A pursuant to Condition 7.2;
 - (b) in respect of which a Conversion Notice has been delivered in accordance with Condition 6.2; or
 - (c) in respect of which a Noteholder shall have exercised its option to require the Company to redeem pursuant to Condition 7.3.
- (iv) A transfer will only be effective on receipt by the Company of written confirmation from the transferor and the transferee (in reasonable form and substance) that the transferee will assume the same obligations to the other Eligible Creditors and the Company in respect of such Convertible

Notes A as it would have been under if it had been originally allocated such Convertible Notes A and was a party to the Scheme.

9. EXTINGUISHING OF FIRST TRANCHE RESTRUCTURED DEBT ON REDEMPTION AND CONVERSION

9.1 On the Conversion or Redemption of Convertible Notes A, the portion of the First Tranche Restructured Debt associated with the:-

- (i) Shares allotted and issued pursuant to such Redemption or Conversion and
- (ii) the monies paid pursuant to a Relevant Event Redemption,

shall be deemed to be irrevocably, unconditionally and permanently extinguished in full.

9.2 Where all the Convertible Notes A have been Converted into Shares or redeemed, and there are no remaining Convertible Notes A, the First Tranche Restructured Debt shall be deemed to be irrevocably, unconditionally and permanently extinguished in full.

9.3 All Convertible Notes A which are redeemed or in respect of which Conversion Rights are exercised will be cancelled and may not be reissued or resold.

10. NOTICES

10.1 Every notice to be given with regards the Convertible Notes A ~~shall be~~ shall be deemed to be duly served, if left at, or sent by pre-registered post, ordinary post or by courier to the relevant Noteholder in accordance with its contact particulars stated in the Proof of Debt or such address notified by the relevant Noteholder in writing, or if there be no such contact particulars available, at the address of the relevant Noteholder last known to the Company.

10.2 Every such notice shall be deemed to have been received by the Noteholder within 3 days from the date of posting.

11. NOTICE OF EXPIRY

11.1 The Company will notify the Eligible Creditors of the expiry date of the Convertible Notes A at least 1 month before the expiry of the Convertible Notes in accordance with Condition 10.

- 11.2 The Company will notify the Eligible Creditors of the last day on which Conversion Rights may be exercised by Noteholders at least 30 Business Days before such last day to exercise such right, in accordance with Condition 10.

12. AMENDMENTS TO TERMS OF THE CONVERTIBLE NOTES A

Any material alteration to the terms of the Convertible Notes A after their issue to the advantage of the Noteholders which is not made pursuant to the terms of the Scheme must be approved by the shareholders of the Company.

**ANNEX A TO SCHEDULE B1
FORM OF CONVERSION NOTICE**

CONDITION 6.2 OF SCHEDULE B1 OF THE SCHEME OF ARRANGEMENT

Notice of conversion of Convertible Note A

To: Advance SCT Limited (“**Company**”)

[*Insert name of Noteholder*] (“**Noteholder**”), gives notice in accordance with Condition 6.2 of Schedule B1 of the scheme of arrangement dated 15 September 2010 between the Company and its scheme creditors (as amended pursuant to the Court Meeting) to convert [*insert number of Convertible Notes A to be converted*] Convertible Notes A held by it into Shares.

The Noteholder applies for such number of Conversion Shares in the capital of the Company as is equal to the number of ordinary shares that the Noteholder is entitled to upon conversion, as calculated in accordance with Condition 6.1 of the Schedule B1 of the scheme of arrangement dated 15 September 2010 between the Company and its scheme creditors (as amended pursuant to the Court Meeting).

The Noteholder agrees to accept the Conversion Shares issued to it subject to the articles of association of the Company.

Kindly have the Conversion Shares credited to the CDP Account number [*insert account number*] / the certificate for the Conversion Shares mailed to [*insert address*]. (*Please delete as appropriate.*)

Words used in this notice have the same meaning as in Schedule B1 of the scheme of arrangement dated 15 September 2010 between the Company and its scheme creditors (as amended pursuant to the Court Meeting).

Execution by individual: Signed by [*insert name*] in the presence of:

.....
Signature of witness

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness

**ANNEX B TO SCHEDULE B1
FORM OF OPTIONAL REDEMPTION NOTICE**

CONDITION 7.2 OF SCHEDULE B1 OF THE SCHEME OF ARRANGEMENT

Notice of optional redemption of Convertible Note A

To: [name of Noteholder] (“**Noteholder**”)

We, Advance SCT Limited (the “**Company**”), give notice in accordance with Condition 7.2 of Schedule B1 of the scheme of arrangement dated 15 September 2010 between the Company and its scheme creditors (as amended pursuant to the Court Meeting) to redeem [*insert number of Convertible Notes A to be converted*] as follows

Amount to be redeemed	[to fill in]
-----------------------	--------------

The Optional Redemption Date will be [to fill in].

The Optional Redemption Price will be [to fill in] based on the closing price of the Shares of [to fill in] as derived from the Singapore Exchange as at the latest practicable date prior to the date of this Optional Redemption Notice

The aggregate principal amount of the Convertible Notes A outstanding after this Optional Redemption takes effect will be [to fill in].

The last day on which Conversion Rights may be exercised by you is [to fill in].

The Optional Redemption Shares issued pursuant to the Optional Redemption will be subject to the articles of association of the Company.

Words used in this notice have the same meaning as in Schedule B1 of the scheme of arrangement dated 15 September 2010 between the Company and its scheme creditors (as amended pursuant to the Court Meeting).

Signed by [*insert name*]:

For and on behalf of :

Advance SCT Limited

.....

.....

.....

**ANNEX C TO SCHEDULE B1
FORM OF RELEVANT EVENT REDEMPTION NOTICE**

CONDITION 7.3 OF SCHEDULE B1 OF THE SCHEME OF ARRANGEMENT

Notice of redemption of Convertible Note A as a result of the occurrence of a Relevant Event

To: Advance SCT Limited (“**Company**”)

[Insert name of Noteholder] (“**Noteholder**”), gives notice in accordance with Condition 7.3 of Schedule B1 of the scheme of arrangement dated 15 September 2010 between the Company and its scheme creditors (as amended pursuant to the Court Meeting) to redeem *[insert number of Convertible Notes A to be converted]* Convertible Notes A held by it.

Words used in this notice have the same meaning as in Schedule B1 of the scheme of arrangement dated 15 September 2010 between the Company and its scheme creditors (as amended pursuant to the Court Meeting).

Execution by individual: Signed by *[insert name]* in the presence of:

.....
Signature of witness

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness

SCHEDULE B2
TERMS OF THE SECOND TRANCHE RESTRUCTURED DEBT –
INTEREST BEARING REDEEMABLE CONVERTIBLE NOTES

1. INTERPRETATION AND DEFINITIONS

In this Schedule, unless the context otherwise requires, the following terms and phrases have the following meanings:

“ASCT Market Day” means a day on which the Shares of the Company are being traded on the SGX-ST.

“Blackout Period” means where there is a Share Consolidation, the period commencing 14 ASCT Market Days before the Share Consolidation Books Closure Date and ending on the date falling 2 ASCT Market Days after the Share Consolidation Books Closure Date.

“CDP” means The Central Depository (Pte) Limited.

“Conditions” means these terms and conditions of issue of the Convertible Notes B.

“Consolidated Shares” means the consolidated ordinary shares in the issued share capital of the Company immediately following a Share Consolidation.

“Constitution” means the memorandum and articles of association of the Company.

“Conversion” means the conversion of the Convertible Notes B into Shares in accordance with these Conditions, and “Convert” and “Converted” will be interpreted accordingly.

“Conversion Date” means, in respect of a Convertible Note B, the date on which it is Converted into Shares.

“Convertible Note Interest Payment Date” means the anniversary of the Effective Date on which interest is payable on the Convertible Notes B.

“Convertible Note Interest Period” means the payment period beginning on (and including) the Effective Date and ending on (but excluding) the first anniversary of the Effective Date, being the first Convertible Note Interest Payment Date and each successive period beginning on (and including) a Convertible Note Interest Payment Date and ending on (but excluding) the next succeeding Convertible Note Interest Payment Date.

“Convertible Note Interest Rate” means the simple interest of 55.00% per annum calculated from the Effective Date by reference to the principal amount and payable on the Convertible Note Interest Payment Date.

“Conversion Notice” has the meaning in Condition 6.2.

“Conversion Period” means the period under which the Conversion Right may be exercised as stipulated in Condition 6.1(iii).

“Conversion Right” means the entitlement of a Noteholder to Convert its Convertible Notes B into Conversion Shares in accordance with Condition 6.

“Conversion Shares” means Shares which are issued or transferred to the Noteholder on the exercise of that Noteholder’s Conversion Right to Convert its Convertible Notes B to Shares, credited as fully paid.

“Convertible Note B” means a Convertible Note B as stated in Condition 2.1.

“Convertible Note B Certificate” means the document of that name to which these Conditions of issue are attached.

“Face Value” means the face value of a Convertible Note B as set out in Condition 5.

“Final Maturity Date” means, in respect of a Convertible Note B, the 10th anniversary of the Effective Date.

“First Maturity Date” means, in respect of a Convertible Note B, the 5th anniversary of the Effective Date.

“Government Agency” means any foreign or Singapore government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Government of Singapore.

“Initial Amount” means the 1% of the Eligible Debt, ~~calculated as at the Ascertainment Date~~, less any Disputed Amounts.

“Issue Date” means, in respect of a Convertible Note B, the date on which the Convertible Note B is issued.

“Listing Rules” means at any time the listing rules of the Singapore Exchange in force at that time.

“Material Adverse Effect” means a material adverse effect on the ability of the Company to perform its obligations under these Conditions or on the financial condition or business of the Company.

“Mandatory Redemption” means the redemption of the Convertible Notes B on the First Maturity Date and Final Maturity Date as stipulated in Condition 7.1.

“Mandatory Redemption Date” means the First Maturity Date or Final Maturity Date as stipulated in Condition 7.1, as the case may be.

“Mandatory Redemption Shares” means the Shares which are issued pursuant to a Mandatory Redemption of the Convertible Notes B by the Company, credited as fully paid.

“Mandatory Redemption Price” means the conversion price of the Mandatory Redemption Shares in effect on the First Maturity Date or Final Maturity Date as the case may be as stipulated in Condition 7.1(iv).

“Noteholder” means, in relation to any Convertible Notes B, the person registered in the Register as the holder of those Convertible Notes B.

“Noteholder Conversion Price” has the meaning in Condition 6.1(ii).

“Noteholder Instructions” means the written notice given by the Noteholder to the Company and the Scheme Manager pursuant to Condition 7.4(iii).

“Optional Redemption” means the redemption of the Convertible Notes B by the Company in accordance with Condition 7.2.

“Optional Redemption Notice” means a notice of not less than 30 days but not more than 60 days given by the Company to the Noteholders notifying the Noteholders of the Company’s intention to redeem Convertible Notes B pursuant to Condition 7.2.

“Optional Redemption Date” means any date after the Effective Date and before the First Maturity Date specified in the Optional Redemption Notice to the date the Company will redeem the Convertible Notes B.

“Optional Redemption Price” means the conversion price of Shares in effect on the Optional Redemption Date as stipulated in Condition 7.2(ii).

“Optional Redemption Shares” means the Shares which are issued by the Company when an Optional Redemption is made in Shares, credited as fully paid.

“Record Date” means the 6th Business Day before the due date for payment.

“Redemption” means Mandatory Redemption, Relevant Event Redemption or Optional Redemption, as the context requires.

“Redemption Right” means the entitlement of the Company to redeem its Convertible Notes B in accordance with Condition 7.

“Redemption Shares” means any of the Mandatory Redemption Shares and the Optional Redemption Shares, as the context requires.

“Register” means the register of Noteholders maintained by the Company under Condition 8.

“Regulatory Authority” means any of SIC, Singapore Exchange or any Government Agency, whether having jurisdiction in Singapore or elsewhere.

“Relevant Event” means the removal of the Company from the Official List of the Singapore Exchange.

“Relevant Event Redemption Date” means the later of the 14th day after the expiry of the period of 60 days following a Relevant Event or 60 days following the date upon which notice is given to the Noteholders by the Company in accordance with Condition 10.

“Relevant Event Redemption Notice” means a notice submitted by a Noteholder to the Company and the Scheme Manager in the form prescribed at the relevant time on the occurrence of a Relevant Event.

“Securities” means Shares or a right or option to acquire Shares in the Company.

“Share” means a fully paid ordinary share in the capital of the Company.

“Share Consolidation” means a consolidation of Shares held by the Shareholders as at the Share Consolidation Books Closure Date into Consolidated Shares, fractional entitlements to be disregarded.

“Share Consolidation Books Closure Date” means subject to Shareholders’ approval for a Share Consolidation, the date and time to be determined by the Directors, at and on which the Depository Register and Register of Members of the Company will be closed to determine the entitlements of Shareholders to Consolidated Shares pursuant to completion of the Share Consolidation.

“Shareholders” means registered holders of Shares.

“Tax” means any taxes, duties, fees, rates, charges and imposts of all kinds assessed, levied or imposed by Singapore or any other foreign government, regional or municipal authority and includes capital gains tax, fringe benefits tax, income tax, withholding tax, prescribed payments tax, superannuation guarantee charge, training guarantee levy, undistributed profits tax, payroll tax, goods and services tax, group tax, land tax, import duty, excise, stamp duty, municipal and water rates, interest on tax payments and additional tax by way of penalty.

2. INITIAL AMOUNT

- 2.1 Subject to receiving all necessary approvals, the Second Tranche Restructured Debt shall be Converted into interest bearing redeemable convertible notes (“**Convertible Notes B**”) with an aggregate Face Value equal to the Initial Amount, issued by the Company in registered form to the Eligible Creditors on a *pari passu* basis, provided that if the Second Tranche Restructured Debt owed to any Eligible Creditor is not in a multiple of S\$1.00, the remainder of such Second Tranche Restructured Debt after such Second Tranche Restructured Debt is divided by one shall be deemed to be waived by such Eligible Creditor upon such conversion of the Second Tranche Restructured Debt to Convertible Notes B.
- 2.2 Convertible Notes B relating to Adjudicated Amounts shall only be issued on or after the date of the relevant final and non-appealable judgment, and no Convertible Notes B shall be issued in respect of Disputed Amounts.

3. GENERAL TERMS OF ISSUE

- 3.1 Each Convertible Note B:
 - (i) is Convertible in accordance with Condition 6;
 - (ii) is redeemable in accordance with Condition 7; and
 - (iii) is only transferable in accordance with Condition 8.
- 3.2 If a Convertible Note B is redeemed by the Company or Converted then the Convertible Note B is automatically cancelled and may not be re-issued.
- 3.3 The Company will **not** apply for official quotation of the Convertible Notes B on the Singapore Exchange or any other stock exchange.
- 3.4 Except as otherwise provided for in these Conditions, a Convertible Note B does not give its Noteholder the right to participate in issues of new securities or capital reconstructions affecting the holders of Shares.

4. INTEREST

- 4.1 The Convertible Notes B will bear interest at the Convertible Note Interest Rate. The interest accruing on the Convertible Notes B is payable annually in arrears on the Convertible Note Interest Payment Date through the issuance of Shares (the “**Interest Shares**”) valued at the VWAP for the five ~~market days~~ ASCT Market Days immediately preceding the Convertible Notes Interest Payment Date.

- 4.2 If interest is required to be calculated for a period other than a Convertible Note Interest Period it will be calculated based on a 365-day year and the actual number of days elapsed.

5. FACE VALUE

- 5.1 The Face Value of each Convertible Note B shall be S\$1.00, but each certificate for each Convertible Note B may represent whole multiples thereof and bear only the facsimile signature of an authorised signatory of the Company and a facsimile of the common seal of the Company.

6. CONVERSION OF CONVERTIBLE NOTES B

6.1 Conversion Right

- (i) Subject to and as provided in these Conditions, each Convertible Note B shall entitle the Noteholder to Convert such Convertible Note B into Conversion Shares. The number of Conversion Shares to be issued or transferred and delivered on exercise of a Conversion Right shall be determined by dividing the principal amount ~~together with accrued but unpaid interest thereon up to but excluding the Conversion Date, as the case may be,~~ of the Convertible Notes B to be converted by the Noteholder Conversion Price. The number of Interest Shares to be issued or transferred and delivered on exercise of a Conversion Right in respect of Convertible Notes B shall be determined by dividing the accrued but unpaid interest on the principal amount to be converted up to but excluding the Conversion Date by the daily VWAP for the 5 ASCT Market Days immediately preceding each Conversion Date.
- (ii) The Noteholder Conversion Price will be 90% of the VWAP for the 5 ~~market days~~ ASCT Market Days immediately preceding the Conversion Date.
- (iii) Subject to, and as provided in these Conditions, the Conversion Right in respect of a Convertible Note B may be exercised at the option of the Noteholder thereof, at any time subject to any applicable fiscal or other laws or regulations and as hereinafter provided, or after the Effective Date provided that the relevant Conversion Date shall not fall later than the date falling 15 Business Days prior to the Final Maturity Date (both days inclusive) or, if such Convertible Note B is to be redeemed pursuant to Condition 7.2 prior to the Final Maturity Date, not later than the 5th Business Day before the date fixed for redemption thereof pursuant to Condition 7.2. If there is default in making payment or allotting and issuing the Redemption Shares in respect of such Convertible Note B on such date fixed for redemption, the Conversion Right may be exercised up to the date on which the full amount of such payment becomes available for payment or such Redemption

Shares should have been allotted and issued and notice of such availability has been duly given in accordance with Condition 10 (the “**Conversion Period**”).

- (iv) Conversion Rights in respect of a Convertible Note B may not be exercised following the giving of a notice by the Noteholder thereof pursuant to Condition 7.3.
- (v) Conversion Rights may only be exercised in respect of an authorised denomination, being S\$50,000 or the outstanding amount of the Convertible Notes B, whichever is lesser.
- (vi) The maximum number of Convertible Notes B that any Noteholder can Convert in aggregate in the 5 years commencing from the Effective Date shall not exceed half of the initial number of Convertible Notes B that he was issued on or about the Effective Date.
- (vii) Each Noteholder undertakes that it will not, with persons acting or deemed to be acting in concert with it (as defined in the Code), own 30% or more of the entire issued share capital of the Company at any point in time.
- (viii) A Convertible Note B is not convertible in part.
- (ix) Fractions of Conversion Shares will not be delivered on Conversion and no cash payment or other adjustment will be made in lieu thereof. However, if the Conversion Right in respect of more than one Convertible Note B is exercised at any one time such that Conversion Shares to be delivered on Conversion are to be registered in the same name, the number of such Conversion Shares to be delivered in respect thereof shall be calculated on the basis of the aggregate principal amount of such Convertible Notes B being so converted together with accrued but unpaid interest thereon to but excluding the Conversion Date and rounded down to the nearest whole number of Shares.
- (x) Each Noteholder undertakes to comply with all applicable and relevant securities regulations or similar laws to enable it to hold the Convertible Notes B and the new Shares which will be issued pursuant to any Conversion or redemption thereof and ensure that the Company will not be in breach of any securities laws of any regulations to which the Company may be subject in relation to the Convertible Notes B and the new Shares which are the subject of the Convertible Notes B.

6.2 Procedure for exercise of Conversion Rights and terms of allotment and issue of Conversion Shares

- (i) The Conversion Right may be exercised by a Noteholder by delivering the relevant Convertible Note B Certificate to the office of the Company and the Scheme Manager, during their usual business hours, accompanied by a

duly completed and signed notice of conversion (a “**Conversion Notice**”) which must set out sufficient particulars as to enable the Company to allot and issue the Conversion Shares. Conversion Notices with insufficient particulars may at the discretion of the Company be rejected and deemed invalid. Following this, the Company shall (subject as provided in these Conditions) procure the delivery, to or as directed by the relevant Noteholder of Conversion Shares credited as paid up in full. The form of the Conversion Notice is as set out in Annex A to this Schedule B2.

- (ii) Conversion Rights shall be exercised subject in each case to any applicable fiscal or other laws or regulations. If the delivery of a Conversion Notice is made after the end of normal business hours or on a day which is not a Business Day, such delivery shall be deemed for all purposes of these Conditions to have been made on the next Business Day.
- (iii) A Conversion Notice, once delivered, shall be irrevocable.
- (iv) The Conversion Date in respect of a Convertible Note B shall be the next Business Day following the date of the delivery of the Convertible Note B Certificates and the Conversion Notice.
- (v) A Noteholder exercising a Conversion Right shall be responsible for paying directly to the relevant authorities any Taxes arising on Conversion and such Noteholder shall be responsible for paying all, if any, Taxes arising by reference to any disposal or deemed disposal of a Convertible Note B or interest therein in connection with such Conversion.
- (vi) Conversion Shares to be issued on exercise of Conversion Rights will be issued at the option of the Noteholder exercising its Conversion Right as specified in the Conversion Notice, either:
 - (a) in “book-entry-only” form eligible for deposit at CDP (or any successor licensed clearance and settlement facility applicable to the Conversion Shares); or
 - (b) in certificated form registered in the name of or as directed by the Noteholder in the relevant Conversion Notice.

In the case of (a) the Conversion Shares will be credited to the CDP account specified in the Conversion Notice not later than 5 Business Days after the relevant Conversion Date.

In the case of (b) the certificate for the Conversion Shares will be mailed to the relevant Noteholder (at the risk of such Noteholder) to the address specified in the Conversion Notice, or if a Noteholder does not specify a valid CDP account in the Conversion Notice, a certificate for the

Conversion Shares will be mailed to the relevant Noteholder (at the risk of such Noteholder) to the address specified in the Register, in each case by a date which is generally expected to be not later than 5 Business Days after the relevant Conversion Date.

6.3 Status of Conversion Shares

Conversion Shares issued or transferred and delivered upon conversion of the Convertible Notes B will be fully paid and will in all respects rank *pari passu* with the fully paid Shares in issue on the relevant Conversion Date except in any such case for any right excluded by mandatory provisions of applicable law and except that such Conversion Shares will not be entitled to any rights, distributions or payments whose Record Date falls prior to the relevant Conversion Date.

7. REDEMPTION AND PURCHASE OF CONVERTIBLE NOTES B

7.1 Interim And Final Redemption

- (i) Unless previously purchased and cancelled, redeemed or Converted as herein provided, half of the initial number of the Convertible Notes B that were issued on or about Effective Date will be redeemed on the First Maturity Date and all outstanding Convertible Notes B on the Final Maturity Date will be redeemed on the Final Maturity Date (“**Mandatory Redemption**”). The Convertible Notes B may only be redeemed at the option of the Company prior to the First Maturity Date and the Final Maturity Date, in accordance with Condition 7.2.
- (ii) Mandatory Redemptions on the First Maturity Date and the Final Maturity Date shall be made in Shares.
- (iii) The number of Shares to be issued pursuant to the Mandatory Redemption (“**Mandatory Redemption Shares**”) shall be determined by dividing the principal amount of the Convertible Notes B to be mandatorily redeemed (as determined by the Company) ~~together with accrued but unpaid interest thereon to but excluding the First Maturity Date or Final Maturity Date, as the case may be,~~ by the Mandatory Redemption Price. The number of Interest Shares in respect of Convertible Notes B to be mandatorily redeemed shall be determined by dividing the accrued but unpaid interest on the principal amount to be mandatorily redeemed up to but excluding the First Maturity Date or the Final Maturity Date as the case may be, by the daily VWAP for the 5 ASCT Market Days immediately preceding the First Maturity or Final Maturity Date as the case may be.

- (iv) The Mandatory Redemption Price will be 85% of the VWAP for the five ~~market days~~ ASCT Market Days immediately preceding the First Maturity Date or Final Maturity Date as the case may be.

7.2 Optional Redemption

- (i) On giving an Optional Redemption Notice to the Noteholders, (which notice shall be irrevocable) in accordance with Condition 10:
- (a) the Company may at any time after the Effective Date and before the First Maturity Date redeem the Convertible Notes B on any date (an “**Optional Redemption Date**”) specified in the Optional Redemption Notice at their principal amount together with accrued but unpaid interest to but excluding the Optional Redemption Date, provided that at no time during the 5 years commencing on the Effective Date will the aggregate number of Convertible Notes B that have been redeemed or Converted at any one time exceed half of the initial number of Convertible Notes B that were issued on or about the Effective Date;
 - (b) the Company may at any time after the First Maturity Date, redeem all or some of the Convertible Notes B; ~~and~~
 - (c) the number of Optional Redemption Shares to be issued pursuant to the Optional Redemption shall be determined by dividing the principal amount of the Convertible Notes B to be optionally redeemed (specified to be optionally redeemed in Shares in the Optional Redemption Notice) by the Optional Redemption Price; and
 - (d) the number of Interest Shares in respect of Convertible Notes B to be optionally redeemed shall be determined by dividing the accrued but unpaid interest on the principal amount to be optionally redeemed up to but excluding the Optional Redemption Date by the daily VWAP for the 5 ASCT Market Days immediately preceding the Optional Redemption Date.
- (ii) The Optional Redemption Price will be 85% of the VWAP for the 5 market days immediately preceding the Optional Redemption Date.

7.3 Relevant Event Redemption at the Option of Noteholders

- (i) Following the occurrence of a Relevant Event, the Company shall notify the Noteholders of the occurrence of the Relevant Event in accordance with Condition 7.3(iii) below. Upon issuance of such notice, each

Noteholder will have the right at its option, to require the Company to redeem in cash all or some only of that Noteholder's Convertible Notes B on the Relevant Event Redemption Date at their principal amount together with accrued but unpaid interest up to but excluding the Relevant Event Redemption Date. To exercise such right, the Noteholder must complete, sign and deposit at the specified office of the Company and the Scheme Manager a completed and signed Relevant Event Redemption Notice, in substantially the form set out in Annex C hereto, obtainable from the office of the Company or the Scheme Manager together with the Convertible Notes B Certificate evidencing the Convertible Notes B to be redeemed on the Relevant Event Redemption Date.

- (ii) A Relevant Event Redemption Notice, once delivered, shall be irrevocable and the Company shall redeem the Convertible Notes B which are the subject of Relevant Event Redemption Notice delivered as aforesaid on the Relevant Event Redemption Date.
- (iii) The Company shall give notice to the Noteholders in accordance with Condition 10 by not later than 14 days following the first day on which it becomes aware of the occurrence of a Relevant Event, such notice shall specify the procedure for exercise by holders of their rights to require redemption of the Convertible Notes B pursuant to this Condition and shall give brief details of the Relevant Event.

7.4 Optional Redemption Notices and terms of allotment and issue of Redemption Shares

- (i) Any Optional Redemption Notice shall be irrevocable. Any such notice shall specify:
 - (a) the Optional Redemption Date;
 - (b) the Optional Redemption Price, the aggregate principal amount of the Convertible Notes B outstanding, the number of Convertible Notes B to be redeemed and the closing price of the Shares as derived from the Singapore Exchange, in each case as at the Business Day immediately preceding to the publication of the Optional Redemption Notice; and
 - (c) the last day on which Conversion Rights may be exercised by Noteholders.
- (ii) A Noteholder shall be responsible for paying directly to the relevant authorities any Taxes arising on Redemption and such Noteholder shall be responsible for paying all, if any, Taxes arising by reference to any

disposal or deemed disposal of a Convertible Note B or interest therein in connection with such Redemption.

- (iii) A Noteholder shall (i) within 7 Business Days of receipt of the Optional Redemption Notice and (ii) no later than 3 Business Days before the First Maturity Date, or as the case may be, the Final Maturity Date give written notice to the Company and the Scheme Manager sufficient particulars to enable the Company to allot and issue the relevant Redemption Shares to it or its nominee, failing which the Company shall have no obligation to allot and issue the relevant Redemption Shares to such Noteholder or his nominee and the principal amount together with accrued but unpaid interest to but excluding the First Maturity Date or the Final Maturity Date, as the case may be, will be deemed to be extinguished. In such an event, the Noteholder will have no claim against the Company in respect of such amounts or relevant Redemption Shares and the Company will have no liability to the Noteholder in respect thereof.
- (iv) Redemption Shares to be issued on Redemption will be issued, in accordance with the Noteholder Instructions given by the Noteholder pursuant to Condition 7.4(iii) (“**Noteholder Instruction**”), either:
 - (a) in “book-entry-only” form eligible for deposit at CDP (or any successor licensed clearance and settlement facility applicable to the Redemption Shares); or
 - (b) in certificated form registered in the name of or as directed by the Noteholder in the relevant Conversion Optional Redemption Notice.

In the case of (a) the Redemption Shares will be credited to the CDP account specified in the Noteholder Instruction not later than 5 Business Days after the relevant Optional Redemption Date or Mandatory Redemption Date, as the case may be.

In the case of (b) the certificate for the Redemption Shares will be mailed to the relevant Noteholder (at the risk of such Noteholder) to the address specified in the Noteholder Instruction, or if a Noteholder does not specify a valid CDP account in the Noteholder Instruction, a certificate for the Redemption Shares will be mailed to the relevant Noteholder (at the risk of such Noteholder) to the address specified in the Register, in each case by a date which is generally expected to be not later than 5 Business Days after the relevant Optional Redemption Date or Mandatory Redemption Date, as the case may be.

- (v) Fractions of Redemption Shares will not be delivered on Redemption and no cash payment or other adjustment will be made in lieu thereof.

However, if the Redemption is to be effected in respect of more than one Convertible Note B such that Redemption Shares to be delivered on Redemption are to be registered in the same name, the number of such Redemption Shares to be delivered in respect thereof shall be calculated on the basis of the aggregate principal amount of such Convertible Notes B being so converted together with accrued but unpaid interest to but excluding the Optional Redemption Date or Mandatory Redemption Date, as the case may be, and rounded down to the nearest whole number of Shares.

- (vi) If more than one notice of redemption is given pursuant to this Condition 7, the first of such notices to be given shall prevail, save that a notice of redemption given by a Noteholder pursuant to Condition 7.3 shall prevail over any other notice of redemption given pursuant to this Condition 7, whether given before, after or at the same time as any notice of redemption under Condition 7.3.

7.5 Status of Redemption Shares

Redemption Shares issued or transferred and delivered upon Redemption of the Convertible Notes B will be fully paid and will in all respects rank *pari passu* with the fully paid Shares in issue on the relevant redemption A date except in any such case for any right excluded by mandatory provisions of applicable law and except that such Redemption Shares will not be entitled to any rights, distributions or payments whose Record Date falls prior to the relevant Redemption Date.

7A. EVENT OF SHARE CONSOLIDATION

Notwithstanding the foregoing, in the event of a Share Consolidation being proposed or implemented, the Noteholders shall not be entitled to exercise their Conversion Rights and the Company shall not exercise its Redemption Right during the Blackout Period. Any Conversion Notice delivered during the Blackout Period will not be valid and the Company will have no obligation to convert the Convertible Notes B in accordance with or pursuant to such notice. The Company also undertakes not to, in any Optional Redemption Notice, specify an Optional Redemption Date that falls within the Blackout Period.

8. TRANSFER AND REGISTER

8.1 Registration and Transfer of Convertible Notes B

The Company will cause a Register to be kept at a specified office in Singapore on which will be entered the names and addresses of the Noteholders and the

particulars of the Convertible Notes B held by them and of all transfers, Redemptions and Conversions of Convertible Notes B.

8.2 Transfer

- (i) Convertible Notes B may, only at any time after the expiry of 6 months from the (a) Effective Date or (b) the issue of the Convertible Notes B, whichever is later, subject to Conditions 8.2(iii) and 8.2(iv) be transferred in whole or in part in an authorised denomination by lodging the relevant Convertible Note B Certificate (with the form of application for transfer in respect thereof duly executed and duly stamped where applicable) at the specified office of the Company and Scheme Manager. No transfer of a Convertible Note B will be valid unless and until entered on the Register. A Convertible Note B may be registered only in the name of, and transferred only to, a named person (or persons, not exceeding 4 in number). The Company will within 7 Business Days, of receipt of any duly made application for the transfer of a Convertible Note B, deliver a new Convertible Note B Certificate to the transferee at his risk (and, in the case of a transfer of part only of a Convertible Note B, deliver a Convertible Note B Certificate for the untransferred balance to the transferor at his risk) to such address as the transferee or, as the case may be, the transferor may request.
- (ii) Such transfer will be effected without charge subject to (a) the person making such application for transfer paying or procuring the payment of any Taxes in connection therewith; and (b) the Company being satisfied with the documents of title and identity of the person making the application.
- (iii) The Company will not be required to register the transfer of any Convertible Note B (or part thereof):-
 - (a) during the period of 15 days ending on and including the day immediately prior to the First Maturity Date and Final Maturity Date or any earlier date fixed for redemption of the Convertible Notes B pursuant to Condition 7.2;
 - (b) in respect of which a Conversion Notice has been delivered in accordance with Condition 6.2; or
 - (c) in respect of which a Noteholder shall have exercised its option to require the Company to redeem pursuant to Condition 7.3.
- (iv) A transfer will only be effective on receipt by the Company of written confirmation from the transferor and the transferee (in reasonable form and substance) that the transferee will assume the same obligations to the

other Eligible Creditors and the Company in respect of such Convertible Notes B as it would have been under if it had been originally allocated such Convertible Notes B and was a party to the Scheme.

9. EXTINGUISHING OF SECOND TRANCHE RESTRUCTURED DEBT ON REDEMPTION AND CONVERSION

9.1 On the Conversion or Redemption of Convertible Notes B, the portion of the Second Tranche Restructured Debt (and interest payable thereon) associated with the:-

(i) Shares allotted and issued pursuant to such Redemption or Conversion; and

(ii) monies paid pursuant to a Relevant Event Redemption,

shall be deemed to be irrevocably, unconditionally and permanently extinguished in full.

9.2 Where all the Convertible Notes B have been Converted into Shares or redeemed, and there are no remaining Convertible Notes B, the Second Tranche Restructured Debt (and interest payable thereon) shall be deemed to be irrevocably, unconditionally and permanently extinguished in full.

9.3 All Convertible Notes B which are redeemed or in respect of which Conversion Rights are exercised will be cancelled and may not be reissued or resold.

10. NOTICES

10.1 Every notice to be given with regards the Convertible Notes ~~A B shall be~~ shall be deemed to be duly served, if left at, or sent by pre-registered post, ordinary post or by courier to the relevant Noteholder in accordance with its contact particulars stated in the Proof of Debt or such address notified by the relevant Noteholder in writing, or if there be no such contact particulars available, at the address of the relevant Noteholder last known to the Company.

10.2 Every such notice shall be deemed to have been received by the Noteholder within 3 days from the date of posting.

11. NOTICE OF EXPIRY

- 11.1 The Company will notify the Eligible Creditors of the expiry date of the Convertible Notes B at least one month before the expiry of the Convertible Notes in accordance with Condition 10.
- 11.2 The Company will notify the Eligible Creditors of the last day on which Conversion Rights may be exercised by Noteholders at least 30 Business Days before such last day in accordance with Condition 10.

12. AMENDMENTS TO TERMS OF THE CONVERTIBLE NOTES B

Any material alteration to the terms of the Convertible Notes B after their issue to the advantage of the Noteholders which is not made pursuant to the terms of the Scheme must be approved by the shareholders of the Company.

**ANNEX A TO SCHEDULE B2
FORM OF CONVERSION NOTICE**

CONDITION 6.2 OF SCHEDULE B2 OF THE SCHEME OF ARRANGEMENT

Notice of conversion of Convertible Note B

To: Advance SCT Limited (“**Company**”)

[*Insert name of Noteholder*] (“**Noteholder**”), gives notice in accordance with Condition 6.2 of Schedule B2 of the scheme of arrangement dated 15 September 2010 between the Company and its scheme creditors (as amended pursuant to the Court Meeting) to convert [*insert number of Convertible Notes B to be converted*] Convertible Notes B held by it into Shares.

The Noteholder applies for such number of Conversion Shares in the capital of the Company as is equal to the number of ordinary shares that the Noteholder is entitled to upon conversion, as calculated in accordance with Condition 6.1 of the Schedule B2 of the scheme of arrangement dated 15 September 2010 between the Company and its scheme creditors (as amended pursuant to the Court Meeting).

The Noteholder agrees to accept the Conversion Shares issued to it subject to the articles of association of the Company.

Kindly have the Conversion Shares credited to the CDP Account number [*insert account number*] / the certificate for the Conversion Shares mailed to [*insert address*]. (*Please delete as appropriate.*)

Words used in this notice have the same meaning as in Schedule B2 of the scheme of arrangement dated 15 September 2010 between the Company and its scheme creditors (as amended pursuant to the Court Meeting).

Execution by individual: Signed by [*insert name*] in the presence of:

.....
Signature of witness

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness

**ANNEX B TO SCHEDULE B2
FORM OF OPTIONAL REDEMPTION NOTICE**

CONDITION 7.2 OF SCHEDULE B2 OF THE SCHEME OF ARRANGEMENT

Notice of optional redemption of Convertible Note B

To: [name of Noteholder] (“**Noteholder**”)

We, Advance SCT Limited (the “**Company**”), give notice in accordance with Condition 7.2 of Schedule B2 of the scheme of arrangement dated 15 September 2010 between the Company and its scheme creditors (as amended pursuant to the Court Meeting) to redeem [*insert number of Convertible Notes B to be converted*] as follows

Amount to be redeemed	[to fill in]
-----------------------	--------------

The Optional Redemption Date will be [to fill in].

The Optional Redemption Price will be [to fill in] based on the closing price of the Shares of [to fill in] as derived from the Singapore Exchange as at the latest practicable date prior to the date of this Optional Redemption Notice

The aggregate principal amount of the Convertible Notes B outstanding after this Optional Redemption takes effect will be [to fill in].

The last day on which Conversion Rights may be exercised by you is [to fill in].

The Optional Redemption Shares issued pursuant to the Optional Redemption will be subject to the articles of association of the Company.

Words used in this notice have the same meaning as in Schedule B2 of the scheme of arrangement dated 15 September 2010 between the Company and its scheme creditors (as amended pursuant to the Court Meeting).

Signed by [*insert name*]:

For and on behalf of :

Advance SCT Limited

.....

.....

.....

**ANNEX C TO SCHEDULE B2
FORM OF RELEVANT EVENT REDEMPTION NOTICE**

CONDITION 7.3 OF SCHEDULE B2 OF THE SCHEME OF ARRANGEMENT

Notice of redemption of Convertible Note B as a result of the occurrence of a Relevant Event

To: Advance SCT Limited (“**Company**”)

[Insert name of Noteholder] (“**Noteholder**”), gives notice in accordance with Condition 7.3 of Schedule B2 of the scheme of arrangement dated 15 September 2010 between the Company and its scheme creditors (as amended pursuant to the Court Meeting) to redeem *[insert number of Convertible Notes B to be converted]* Convertible Notes B held by it.

Words used in this notice have the same meaning as in Schedule B2 of the scheme of arrangement dated 15 September 2010 between the Company and its scheme creditors (as amended pursuant to the Court Meeting).

Execution by individual: Signed by *[insert name]* in the presence of:

.....
Signature of witness

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness

SCHEDULE C CASH SWEEP

COMPUTATION AND APPLICATION OF EXCESS CASH

1. Forecast

The Company shall submit a cashflow forecast in a form agreeable to the Scheme Manager by the 1st of December each year. This forecast will be used to set the forecast operating cashflow (the "Forecast Operating Cashflow"), forecast working capital and forecast capital expenditure requirements for the next two six-month periods for the purposes of calculating Excess Cash as defined in Clause 5 of this Schedule C.

2. Frequency

The calculation of the Operating Surplus (as defined in Clause 4 of this Schedule C) shall be conducted on a half-yearly basis. The first half-year for which the Operating Surplus will be calculated will be for the half-year ending or ended 30 June 2011. Excess Cash shall similarly be calculated on a half-yearly basis with the first half-year being for the half-year ending or ended 30 June 2011, and in all events, by no later than 60 days after the end of the preceding six-month period or such later date as may be agreed by the Scheme Manager.

3. Determination of Excess Cash

Calculation of Excess Cash shall be carried out by the Company, and be subject to review by the Scheme Manager.

4. Calculation of Operating Cashflow and Operating Surplus

The principal surplus, determined at the end of each half year (the "**Operating Surplus**") shall be determined as follows:

Add: Funds received from the operations of the Company for a six-month period-to-date ("Receipts"):

1. Intercompany payments received
2. Dividends received
3. Sales / collections and other direct income received
4. Other receipts from the operations of the Company

For the avoidance of doubt, receipts shall exclude proceeds from equity raising.

Less: The following:

Costs and payments made six month period-to-date:

1. Actual cost of sales, purchases and operating expenses paid
2. Other actual payments of ongoing operations paid
3. Other actual expenditure, including capital expenditure, paid out by the Company in the ordinary course of business
4. Intercompany payments made to subsidiaries for working capital support
5. Interest and principal payments made
6. Payments made to Convertible Note A and Convertible Note B holders
7. Taxes paid

Less: Remuneration of the professional advisors of the Company, payments to agents for the Company's Convertible Note A Holders and Convertible Note B Holders or debenture holders, and other charges and expenses reasonably incurred in connection with the preparation or implementation of the Scheme.

Less: Other adjustments, provisions or requirements which are not in the forecast, but which are (1) proposed by the Company and approved by the Scheme Manager and / or (2) required by the Company's auditors.

Less: Minimum cash requirements which shall mean the operating working capital or capital expenditure requirements as calculated by the Company required for the next 6 months as set out in the Company's forecast submitted on 1 December of each preceding year or as updated by the Company and approved by the Scheme Manager.

Equals: Operating Cashflow

Where the Operating Cashflow is at least 120% above the Forecast Operating Cashflow, then the amount above Forecast Operating Cashflow is the Operating Surplus. For avoidance of doubt, there shall be no double counting of any of the components in the above computations.

5. Excess Cash

The Operating Surplus shall be set aside by the Company in the following priority in order to determine the Excess Cash:

Operating Surplus

Less: 120% of the following:

- (a) Interest and principal due and payable on Serviceable Loan in the next 6 months
- (b) Dividend payment as permitted under the Scheme, if any

Equals: Excess Cash

Excess Cash shall be calculated by the Company, and approved by the Scheme Manager on a half yearly basis, by no later than 60 days after the end of the preceding six month period or such later date as may be agreed by the Scheme Manager.

Any Excess Cash amount so approved by the Scheme Manager shall be deposited in a special account opened and held by the Company (the “**Excess Cash Account**”) within 14 Business Days of such approval.

6. Excess Cash Waterfall

Subject to there being Excess Cash for two consecutive half-year periods, Excess Cash from such two consecutive half-years shall be applied as follows (“**Excess Cash Waterfall**”):

- (i) 80% of the amount of such Excess Cash shall be used to retire the principal amount and interest payments due under the Serviceable Loan on a *pari passu* basis in the following order:
 - (a) outstanding interest in descending order of last day of relevant Interest Period; and
 - (b) outstanding principal in descending order of relevant Repayment Date; and
- (ii) the remaining 20% shall be used at the absolute discretion of the Company.

After the Serviceable Loan has been fully repaid or refinanced, each time that there is a determination as to the Excess Cash Waterfall, the portion of the Excess Cash referred to in Clause 6(i) herein shall be used at the absolute discretion of the Company and the funds in the Excess Cash Account shall be transferred at the option of the Company to such other accounts as it wishes. The Excess Cash Account shall also be closed at the request of the Company.

If there is no consecutive Excess Cash in two half year periods, the balance of funds in the Excess Cash Account will be released back to the Company within 14 Business Days of the Excess Cash calculation being approved for the relevant half-year period.

APPENDIX 1
ADVANCE SCT LIMITED
SCHEME CREDITORS' PROOF OF DEBT STATUTORY DECLARATION
CLAUSE 4.1 OF THE SCHEME OF ARRANGEMENT

ADVANCE SCT LIMITED
SCHEME CREDITORS' PROOF OF DEBT STATUTORY DECLARATION

To be used for the meeting of Scheme Creditors
convened pursuant to the Order of Court dated 19 January 2010
made in Originating Summons No. 2 of 2010/G

I, [name], _____, of
[company/firm where applicable] _____ of
[address] _____

NRIC/Passport No: _____, do solemnly and sincerely declare that:

1. **Advance SCT Limited** was on the Ascertainment Date and is still justly and truly
indebted to _____ (“the **Creditor**”) in the
amount of _____

for the following consideration, the particulars of which are set out in Schedule 1 to this Statutory
Declaration¹.

2. Particulars of the Creditor are as follows²:

Name of Creditor:

IC/Passport no./Company/Business registration no.:

Postal address³:

Contact no.:

Fax no.:

E-mail address:

Creditor's reference no.⁴:

NOTES:

1. Copies of all documents evidencing the claim must be attached. The onus is upon the Creditor to prove the debt. If your Claim arises out of a guarantee or indemnity provided by the Scheme Company, copies of all documents evidencing the guarantee or indemnity should be attached.
2. Where a Proof of Debt is filed by an authorised person on behalf of a group of workmen or employees of the Scheme Company, please provide a schedule reflecting the name, identification/passport no., address, debt description, period for which wages are due and the amount due, for each individual workman/employee.
3. Please inform the Scheme Manager if there is any subsequent change in postal address.
4. Please indicate your preferred reference number, which will be used in correspondence with the Scheme Manager.
5. Copies of all documents evidencing the creation of the security, the guarantee or claim should be attached.

Schedule 1 to the Proof of Debt
Particulars of the Consideration referred to in the Proof of Debt

Date of transaction	Details of Claim ¹ (please state if claim is a Contingent Claim or arises from a Corporate Guarantee)	Principal amount of the Claim as at Ascertainment Date (in the currency of the claim) (A)	Interest accruing up to the Ascertainment Date ² (B)	Total amount of Claim as at Ascertainment Date (in the currency of the claim) (A)+(B)	Identity of primary debtor (applicable where Claim arises from a guarantee or indemnity)	Reference to supporting documents ³

Remarks

IMPORTANT : PLEASE READ THE NOTES ON THE NEXT PAGE CAREFULLY BEFORE COMPLETING THIS SCHEDULE.

Notes:

1 Examples:

- Goods supplied - Services rendered - GST
- Wages and salaries - Personal loan - Overdraft facilities
- Income Tax - Property Tax - Bank facilities (please identify each discrete facility separately)
- CPF - Medium-term notes

2 Please provide the following information in relation to the stated interest amount on a separate page:

- basis / formula of computation of interest amount (include detailed method of calculation);
- the relevant Standstill Amount;
- the applicable interest rate (where the applicable interest rate has several components, please provide the breakdown of the various components of the applicable interest rate (i.e. cost of funds, margin) and the relevant rate in respect of each component);
- the portion of the principal amount to which the applicable interest rate applies;
- the relevant period over which the applicable interest rate was applied; and
- description of all documents evidencing the computation of interest payable in respect of the applicable interest rate (with copies of the same annexed).

Please note that no amounts relating to default interest, legal fees incurred and/or penalties should be set out in this Proof of Debt .

3 Such supporting documents shall be annexed to this Proof of Debt.

Schedule 2 to the Proof of Debt

Particulars of any Security Interest / Guarantee / Subsidiary Claim / Former Subsidiary Claim referred to in the Proof of Debt

Date of creation of the Security Interest / Guarantee / circumstances giving rise to the Subsidiary Claim /Former Subsidiary Claim	Particulars of the Security Interest / Guarantee / Subsidiary Claim / Former Subsidiary Claim	Value of the Security / Guarantee / Expected recovery against the Subsidiary or Former Subsidiary as at the Ascertainment Date	Description of supporting documents¹	Remarks

Notes:

¹ Such supporting documents shall be annexed to this Proof of Debt.

**APPENDIX 2
PROXY FORM (COURT MEETING)
CLAUSE 9.3 OF THE SCHEME OF ARRANGEMENT**

SCHEME CREDITORS' PROXY FORM

To be used for the meeting of Scheme Creditors
convened pursuant to the Order of Court dated 19 January 2010
made in Originating Summons No. 2 of 2010/G

I, [*name of creditor*] _____, of

[*address of creditor*] _____

HEREBY APPOINT [*name of proxy*] _____

holder of [Identity card number]/[Passport number] _____

or failing him, the Chairman of the abovementioned meeting as our proxy to attend on our behalf, the abovementioned meeting of the abovenamed company to be held **on 30 September 2010 at 11.00 a.m. or after the conclusion or adjournment of the court meeting of the scheme creditors of Tsing Yi Enterprises Pte. Ltd. (which will be held at 9.00 a.m. on the same date at the same venue), whichever is earlier, at 141 Market Street, International Factors Building, #12-00, Singapore 048944.**, or at any adjournment of the said meeting, for the purposes of considering and, if thought fit, approving (with or without modification) the Scheme of Arrangement (the "**Scheme**") dated 15 September 2010 proposed to be made pursuant to Section 210 of the Companies Act, Chapter 50 of Singapore between (1) the Company and (2) the Scheme Creditors (both terms as defined in the Scheme) and any other incidental matters, accompanying the notice convening that meeting with or without modifications. The proxy hereby appointed is authorised to vote only for the said Scheme or against the said Scheme as hereunder indicated.

FOR THE SCHEME (Please see Note 10)	AGAINST THE SCHEME (See Note 10)

Dated this day of [], 2010

Authorised signature of Scheme Creditor or Common Seal:

IMPORTANT: PLEASE READ THE NOTES ON THE NEXT PAGE CAREFULLY BEFORE COMPLETING THE PROXY FORM

Notes:

1. An Advance SCT Limited Scheme Creditor may appoint only a natural person as a proxy, and may appoint only one such person as a proxy.

2. The person who is appointed as a proxy need not be an Advance SCT Limited Scheme Creditor but must attend the meeting of creditors in person to represent the appointor.

3. The appointment of a proxy does not preclude the appointor from attending the meeting of Advance SCT Limited Scheme Creditors.

4. Any alteration made in the instrument appointing a proxy must be initialled by the appointor.

5. The instrument appointing a proxy must be deposited at the office of the Scheme Manager **NO LATER THAN THREE BUSINESS DAYS BEFORE THE MEETING.**

6. Where the Advance SCT Limited Scheme Creditor is a natural person, the instrument appointing a proxy must be under the hand of the appointor or under the hand of his duly authorised attorney. Where the Advance SCT Limited Scheme Creditor is a corporation, the instrument appointing a proxy must have the common seal of the corporation affixed thereto or be executed under the hand of the corporation's duly authorised attorney. If the corporation does not have a common seal, the instrument appointing a proxy must be executed in the manner set out in the corporation's constitution for the execution of documents as a deed. In the case of a proxy executed by an Advance SCT Limited Scheme Creditor's duly authorized attorney, sufficient evidence of the attorney's due authority must accompany the proxy form and be deposited together therewith before the time stipulated above.

7. An Advance SCT Limited Scheme Creditor which is a corporation may authorise by resolution of its directors or other governing organ such persons as it thinks fit to act as its representative in accordance with its corporate constitution.

8. The Company shall be entitled to reject any instrument appointing a proxy if it is incomplete, illegible, fails to comply with these notes or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing a proxy.

9. For avoidance of doubt, the Chairman of the meeting may be appointed as a proxy.

10. **IMPORTANT:** If you wish to vote "for" the Scheme, sign in the box marked "FOR the said Scheme". If you wish to vote "against" the Scheme, sign in the box marked "AGAINST the said Scheme".

**APPENDIX 3
PROXY FORM (POST SANCTION)
CLAUSE 9.3 OF THE SCHEME OF ARRANGEMENT**

SCHEME CREDITORS' PROXY FORM

To be used for a meeting of Advance SCT Limited's Scheme Creditors
and at any adjournment thereof

I, [*name of creditor*] _____, of

[*address of creditor*] _____

HEREBY APPOINT [*name of proxy*] _____

holder of [Identity card number]/[Passport number] _____

or failing him, the Chairman of the abovementioned meeting as our proxy to attend on our behalf, the abovementioned meeting of the abovenamed company to be held on [] day of [], at [VENUE], or at any adjournment of the said meeting, for the purposes of considering [PURPOSE] accompanying the notice convening that meeting with or without modifications. The proxy hereby appointed is authorised to vote only [for/against] _____ the approval of the proposed [PURPOSE].

Dated this day of [],

Authorised signature of Scheme Creditor or Common Seal:

**IMPORTANT: PLEASE READ THE NOTES ON THE NEXT PAGE CAREFULLY
BEFORE COMPLETING THE PROXY FORM**

Notes:

1. An Advance SCT Limited Scheme Creditor may appoint only a natural person as a proxy, and may appoint only one such person as a proxy.
2. The person who is appointed as a proxy need not be an Advance SCT Limited Scheme Creditor but must attend the meeting of creditors in person to represent the appointor.
3. The appointment of a proxy does not preclude the appointor from attending the meeting of Advance SCT Limited Scheme Creditors.
4. Any alteration made in the instrument appointing a proxy must be initialled by the appointor.
5. The instrument appointing a proxy must be deposited at the office of the Scheme Manager **NO LATER THAN THREE BUSINESS DAYS BEFORE THE MEETING.**
6. Where the Advance SCT Limited Scheme Creditor is a natural person, the instrument appointing a proxy must be under the hand of the appointor or under the hand of his duly authorised attorney. Where the Advance SCT Limited Scheme Creditor is a corporation, the instrument appointing a proxy must have the common seal of the corporation affixed thereto or be executed under the hand of the corporation's duly authorised attorney. If the corporation does not have a common seal, the instrument appointing a proxy must be executed in the manner set out in the corporation's constitution for the execution of documents as a deed. In the case of a proxy executed by an Advance SCT Limited Scheme Creditor's duly authorized attorney, sufficient evidence of the attorney's due authority must accompany the proxy form and be deposited together therewith before the time stipulated above.
7. An Advance SCT Limited Scheme Creditor which is a corporation may authorise by resolution of its directors or other governing organ such persons as it thinks fit to act as its representative in accordance with its corporate constitution.
8. The Company shall be entitled to reject any instrument appointing a proxy if it is incomplete, illegible, fails to comply with these notes or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing a proxy.
9. For avoidance of doubt, the Chairman of the meeting may be appointed as a proxy.

APPENDIX 4
EXCLUDED CREDITORS

No.	Excluded Creditors
1.	Seah Metal Industries Pte. Ltd.
2.	Tsing Yi Enterprises Pte Ltd
3.	KordaMenthaNeo Pte Ltd
4.	Bih Li & Lee
5.	Moore Stephens LLP
6.	Singapore Exchange Securities Trading Limited
7.	The Central Depository (Pte) Limited
8.	Rajah & Tann LLP
9.	Lubeca Technology (S) Pte Ltd.
10.	Inland Revenue Authority of Singapore

APPENDIX 5
FORM OF FIRST FIXED AND FLOATING CHARGE

Draft dated **[08]** December 2010

DATED THIS DAY OF 2010

BETWEEN

[●]
("Chargor")

AND

[●]
("Security Agent and Trustee")

DEBENTURE

RAJAH & TANN LLP
9 Battery Road
#25-01 Straits Trading Building
Singapore 049910
Tel: 65 6535 3600
Fax: 65 6225 9630
E-mail: info@rajahtann.com
Website: www.rajahtann.com

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THIS DEED is made on

2010 between:

- (1) [●] (Company Registration No. [●]) ("Chargor"); and
- (2) [●] (Company Registration No. [●]) (the "Security Agent and Trustee ", which expression includes its successors and assigns, as security trustee for the benefit of the Eligible Creditors (as defined in the Scheme Document which is defined below)).

WHEREAS:

- (A) A scheme of arrangement (the "Scheme") involving Advance SCT Limited (Company Registration No. 200404283C) ("Advance SCT") has, pursuant to section 210 of the Companies Act (as defined below), been approved by an order made by the High Court of Singapore on [●] 2010 in Originating Summons number [●] of [●], whereby the indebtedness of Advance SCT will be restructured on the terms and subject to the conditions of Scheme Document (as defined below)].
- (B) It is a condition of the Scheme that, *inter alia*, the Security Agent and Trustee receives this Deed, duly executed by the Chargor.
- (C) The Chargor (after giving due consideration to the terms and conditions of the Scheme and satisfying itself that there are reasonable grounds for believing that the execution by it of the Scheme will benefit it) is satisfied that entering into this Deed is for the purposes and to the benefit of the Chargor and its business.
- (D) The Security Agent and Trustee holds the benefit of this Deed on trust for the Secured Parties (as defined below).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined and references construed in the Scheme Document have the same meaning and construction in this Deed, except to the extent that the context requires otherwise and, in addition:

"Acts" means the Companies Act and the Property Act.

"Affiliate" means, in relation to any person, a Subsidiary of that person or of a Holding Company of that person or any other Subsidiary of that Holding Company.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Bank Accounts" means all current, deposit or other accounts with any bank or financial institution in which the Chargor now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts, including but not limited to, as at the Latest Practicable Date, those bank accounts listed in Schedule 2.

"Book Debts" means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to the Chargor and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind, including but not limited to, as at the Latest Practicable Date, those book and other debts arising under or in connection with the contracts listed in Schedule 3.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to this Deed.

"Companies Act" means the Companies Act, Chapter 50 of Singapore.

"Currency of Account" means the currency in which the relevant indebtedness is denominated or, if different, is payable.

"Delegate" means a delegate or sub-delegate appointed under Clause 17.11 (*Delegation, custodians and nominees*).

"Enforcement Event" means any event set out in Clause 10.2 of the Scheme Document but subject always to the expiry of the cure periods stated in Clause 10.3 of the Scheme Document.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

"Goodwill" means all present and future goodwill owned or belonging to the Chargor in addition to any goodwill associated with Intellectual Property.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Instructing Creditors" means two or more Eligible Creditors who hold more than 50% of the outstanding amount of the aggregate Eligible Debt

"Insurances" means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of the Chargor or (to the extent of its interest) in which it now or in the future has an interest, including but not limited to, as at the Latest Practicable Date, any insurances listed in Schedule 4.

"Intellectual Property" means all patents, designs, copyrights, topographies, database rights, trade marks, trading names, rights in confidential information and

know-how, and any associated or similar rights anywhere in the world, which the Chargor now or in the future owns or (to the extent and quantum of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same), including but not limited to, as at the Latest Practicable Date, any intellectual property listed in Schedule 5.

"Investments" means:

- (a) securities and investments of any kind (including Scripless Securities, shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments (including Scripless Securities) which are deposited with, or registered in the name of, any depositary, depositary agent, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights, in each case now or in the future owned by the Chargor or (to the extent of its interest) in which it now or in the future has an interest, including but not limited to, as at the Latest Practicable Date the Investments described in Schedule 6.

"Liabilities" each of and all the obligations and liabilities owed by the Scheme Companies to the Security Agent and Trustee or any of the Eligible Creditors, under or in connection with the Scheme Document or (after the termination of the Scheme other than by full performance pursuant to Clause 10.1(i) of the Scheme) any document setting out any terms of any Eligible Debt.

"Notice of Assignment for Scripless Securities" means a notice of assignment for scripless securities in substantially the form set out in Schedule 10 (*Form of Notice of Assignment for Scripless Securities*) or such other form as may be specified by the Security Agent.

"Notice of Assignment of Insurances" means a notice of assignment of insurances in substantially the form set out in Schedule 11 (*Form of Notice of Assignment of Insurances*) or such other form as may be specified by the Security Agent and Trustee.

"Notice of Charge of Account" means a notice of charge of account in substantially the form set out in Schedule 9 (*Form of Notice of Charge of*

Account) or such other form as may be specified by the Security Agent and Trustee.

"Party" means a party to this Deed and includes its successors and permitted assigns.

"Plant and Machinery" means all the plant, machinery, office equipment, computers, vehicles and other chattels (including those forming part of the Chargor's stock in trade or work in progress) in which the Chargor now or in the future has an interest including but not limited to, as at the Latest Practicable Date, the plant and machinery described in Schedule 8.

"Property Act" means the Conveyancing and Law of Property Act, Chapter 61 of Singapore.

"Real Property" means all freehold and leasehold property in Singapore and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) in which the Chargor now or in the future has an interest (in each case, whether registered or unregistered) including but not limited to, as at the Latest Practicable Date, any Real Property listed in Schedule 7.

"Receiver" means a receiver, receiver and manager or manager appointed in respect of the Charged Assets.

"Scheme" has the meaning given to it in Recital (A).

"Scheme Documents" means the Scheme, all appendices and schedules annexed thereto and all documents or agreements entered or to be entered into in connection therewith, including without limitation, this Deed and the scheme of arrangement dated 15 September 2010 between Tsing Yi Enterprises Pte. Ltd (Company Registration No. 99500992H) and its scheme creditors.

"Scripless Securities" means stocks shares or other securities within the meaning of "book-entry securities" as defined in Section 130A of the Companies Act including all instruments, orders and regulations made under or deriving validity therefrom which have been listed on the SGX and which have been designated by the SGX as eligible for deposit with The Central Depository (Pte) Limited (including its successors) and for clearance and book-entry settlement of transactions on SGX.

"Secured Parties" means the Security Agent and Trustee and the other Eligible Creditors and "Secured Party" means any one of them.

"Security" means a mortgage, charge, pledge, lien, assignment, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"SGX" means the Singapore Exchange Securities Trading Limited and includes its successors.

1.2 Construction

1.2.1 The principles of construction in the Scheme Document shall apply in this Deed, except to the extent that the context requires otherwise and, in addition:

- (a) "assets" includes present and future properties, revenues and rights of every description;
- (b) any "Secured Party", the "Security Agent and Trustee", the "Chargor" or any "Party" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (c) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.2.2 Clause and Schedule headings are for ease of reference only.

1.2.3 An Enforcement Event is "continuing" if it has not been remedied or waived.

1.3 Third Party Rights

1.3.1 Other than the Eligible Creditors or as expressly provided to the contrary, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any term of this Deed.

1.3.2 Notwithstanding any term of this Deed, no consent is required from any third party for the termination or any variation of this Deed.

2. **Undertaking to Pay**

Where the Chargor is Advance SCT, it shall pay and/or discharge the Liabilities when due in accordance with the terms relating thereto.

Where the Chargor is not Advance SCT, the Chargor shall procure the payment or discharge of the Liabilities when due in accordance with the terms relating thereto.

3. **Fixed Charges**

- 3.1 The Chargor, as legal and beneficial owner and as a continuing security for the due and punctual payment and discharge of all Liabilities, charges in favour of the Security Agent and Trustee (as security trustee for the Secured Parties):
- 3.1.1 by way of first fixed charge (which so far as it relates to land in Singapore vested in the Chargor as at the Latest Practicable Date shall be by way of legal mortgage), all Real Property belonging to it as at the Latest Practicable Date and all Real Property acquired by it in the future; and
- 3.1.2 by way of first fixed charge, all its present and future:
- (a) Book Debts;
 - (b) Investments;
 - (c) uncalled capital and Goodwill;
 - (d) Intellectual Property; and
 - (e) Plant and Machinery (except that mortgaged or charged by Clause 3.1.1).
- 3.2 Notwithstanding the foregoing, the security created pursuant to this Clause 3 shall not extend to any asset situated outside Singapore to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such asset is situated.
- 3.3 The security created pursuant to this Clause 3 shall, in respect of any future asset acquired after the Latest Practicable Date with secured financing (whether fully or partially), rank second to the extent and quantum of the amount owing to such secured financier for the acquisition of such asset. In such event, Clauses 6.4 and 6.23 of the Scheme shall apply accordingly.

4. Assignment

- 4.1 The Chargor, as legal and beneficial owner and as a continuing security for the due and punctual payment and discharge of all the Liabilities, hereby assigns and agrees to assign absolutely to the Security Agent and Trustee (as security trustee for the Secured Parties) all its present and future right, title and interest in and to:
- 4.1.1 all the Insurances and all proceeds in respect of the Insurances and all benefits of the Insurances (including all claims relating to, and all returns of premium in respect of, the Insurances); and
- 4.1.2 all Investments which are Scripless Securities.
- 4.2 The security created pursuant to this Clause 4 shall, in respect of any future asset acquired under this Clause after the Latest Practicable Date with secured financing (whether fully or partially), rank second to the extent and quantum of

the amount owing to such secured financier for the acquisition of such asset. In such event, Clauses 6.4 and 6.23 of the Scheme shall apply accordingly.

5. Floating Charge

5.1 Creation

Subject to Clause 5.5, the Chargor, as legal and beneficial owner and as continuing security for the due and punctual payment and discharge of all the Liabilities, charges in favour of the Security Agent and Trustee (as security trustee for the Secured Parties) by way of first floating charge, all of its undertaking and all its assets (including Bank Accounts), both present and future (including assets expressed to be charged by Clause 3 (*Fixed Charges*) or assigned by Clause 4 (*Assignment*)).

5.2 Ranking

The floating Charge created pursuant to Clause 5.1 (*Creation*) by the Chargor ranks:

- 5.2.1 behind all the fixed Charges created by the Chargor under this Deed; but
- 5.2.2 in priority to any other Security over the Charged Assets except for Security ranking in priority in accordance with paragraph (f) of Schedule 1 (*Rights of Receivers*).
- 5.2.3 In respect of any future assets acquired with secured financing pursuant to Clauses 3.3 and 4.2, the floating Charge ranks second to the extent and quantum of the amount owing to such secured financier for the acquisition of such asset. In such event, Clauses 6.4 and 6.23 of the Scheme shall apply accordingly.

5.3 Conversion by notice

The Security Agent and Trustee may convert any floating Charge created pursuant to Clause 5.1 (*Creation*) into a fixed Charge (either generally or specifically) by notice to the Chargor specifying the relevant Charged Assets:

- 5.3.1 if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
- 5.3.2 immediately upon the occurrence of an Enforcement Event.

5.4 Automatic conversion

If:

- 5.4.1 the Chargor takes any step to create any Security in breach of Clause 6.1 (*Security*) over any of the Charged Assets not subject to a fixed Charge; or

5.4.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Assets,

the floating Charge created pursuant to Clause 5.1 (*Creation*) over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge without notice.

5.5 Unlawful security

The security created pursuant to this Clause 5 shall not extend to any asset situated outside Singapore to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such asset is situated.

6. Restrictions and Further Assurance

6.1 Security

The Chargor shall not create or permit to subsist any Security over any Charged Asset except for the Charges, or as permitted under the terms of the Scheme Document.

6.2 Disposal

Save as specifically provided for or contemplated in the Scheme, the Company shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to purchase (whether through secured financing or otherwise), sell, lease, transfer or otherwise acquire or dispose of any material asset except where such purchase, sale, lease, transfer or other acquisition or disposal is:

6.2.1 made in the ordinary course of business of the Company; or

6.2.2 made as agreed to by the Eligible Creditors by way of Ordinary Resolution (such consent not to be unreasonably withheld).

For the purposes of this Clause 6.2, an asset will be deemed to be material if any of the relative figures computed in respect of the sale, lease, transfer, disposal or acquisition of such asset on the bases set out in Rule 1006 of the Listing Manual of the SGX-ST (as in force at the Latest Practicable Date) is at least 5%.

This Clause 6.2 will not apply to any of the assets listed in Appendix 9 of the Scheme and any winding up, conversion into a joint venture, striking off or disposal of a wholly owned Subsidiary as disclosed in Appendix 6.

6.3 Further Assurance

The Chargor shall promptly do whatever the Security Agent and Trustee requires:

6.3.1 to perfect or protect the Charges or the priority of the Charges; or

6.3.2 to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent and Trustee or any Receiver,

including depositing, with the Security Agent and Trustee, all certificates, title deeds, agreements, leases and documents relating to any of the Charged Assets, executing any transfer (including without limitation transfers executed in blank), conveyance, charge, mortgage, assignment or assurance of the Charged Assets (whether to the Security Agent and Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction.

7. Real Property

7.1 Acquisition

The Chargor shall promptly notify the Security Agent and Trustee of its acquisition of, or agreement to acquire, any Real Property.

7.2 Compliance with obligations

The Chargor shall comply with any covenants, stipulations, conditions, licences, consents and any other statutory, regulatory or contractual obligations relating to its Real Property or its use, including those requiring payment of sums in respect of its Real Property. The Chargor shall not vary, modify or waive any of the covenants, terms or conditions contained in any lease or agree to or permit any such variation, modification or waiver.

7.3 Compliance with statute

The Chargor shall comply with all obligations imposed under any present or future ordinance, statute, regulation, order or instrument or under any bye-laws, regulations or requirements of any competent authority or any planning control, building regulation control or other approvals licences or consents relevant to its Real Property or its use or enjoyment.

7.4 Planning

The Chargor shall not, without the consent of the Security Agent and Trustee, apply for or implement any planning permission or change or permit to be changed the use of any of its Real Property or carry out any operation or begin or continue any use of its Real Property for which permission is required.

7.5 Repair and alterations

7.5.1 The Chargor shall repair its Real Property and keep it in good and substantial repair and condition to the satisfaction of the Security Agent and Trustee.

7.5.2 The Chargor shall ensure that neither it nor any other person demolishes or makes any alterations or additions to its Real Property or injures or in any

manner or by any means lessens the value of its Real Property nor, unless it promptly replaces them with others of equal or greater value, removes any Fixtures from any Real Property.

7.5.3 The Chargor shall permit the Security Agent and Trustee, the Receiver or any other person appointed by any of them at all reasonable times to have access to and view the state of repair and condition of its Real Property without such person, by so doing, being deemed to have taken possession of its Real Property.

7.6 Use Property for proper purposes

The Chargor shall not use its Real Property or permit its Real Property to be used for purposes other than those for which it has been permitted or designated in any lease or by any competent authority (or any building thereon has been built) and may lawfully be used.

7.7 Implied Covenants for Title

The Chargor's obligations under this Deed are in addition to any obligations or covenants contained in the Scheme Document.

7.8 Leases

The Chargor shall:

7.8.1 comply with all obligations imposed on it, and enforce the due observance and performance of all obligations of all other persons of which it has the benefit, under any lease of Real Property;

7.8.2 not exercise any power to determine or extend, or accept the surrender of, any lease of Real Property of which it is the lessor without the prior written consent of the Security Trustee and Agent (such consent not to be unreasonably withheld); and

7.8.3 not exercise any of the powers of leasing or agreeing to lease any Real Property vested in or conferred on mortgagors by general law without the prior written consent of the Security Trustee and Agent (such consent not to be unreasonably withheld).

7.9 Notices

The Chargor shall produce to the Security Agent and Trustee within seven days of receipt by it a copy of:

7.9.1 any application, communication, requirement, order or notice served or given with respect to any Real Property and comply with the instructions of the Security Agent and Trustee in relation to any such communication; and

7.9.2 any notice given by any lessor with respect to any Real Property.

8. Book Debts

8.1 Collection

The Chargor shall get in, realise and collect all Book Debts in the ordinary and usual course of its business.

8.2 Payment into designated Bank Account(s)

The Chargor shall immediately pay all moneys received or receivable by it from any source (including all proceeds of collection of Book Debts) into a Bank Account (or, if a Bank Account has been designated for this purpose under the Scheme Document, the relevant Bank Account).

9. Bank Accounts

9.1 Notice of Charge of Account

The Chargor shall, on the date of this Deed deliver to each bank with which it maintains a Bank Account a Notice of Charge of Account in respect of that Bank Account duly executed by the Chargor, and shall procure that such Notice of Charge of Account, when so delivered to the relevant account bank, is acknowledged by the relevant account bank in the form attached to the Notice of Charge of Account.

10. Investments

10.1 Acquisition

The Chargor shall promptly notify the Security Agent and Trustee of its acquisition of, or agreement to acquire, any Investment.

10.2 Voting before enforcement

Subject to Clause 10.3 (*Voting after enforcement*), the Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment as it sees fit provided that:

10.2.1 it does so for a purpose not inconsistent with the Scheme Document; and

10.2.2 the exercise of or failure to exercise those rights would not have an adverse effect on the value of the relevant Investment or the Charged Assets and would not otherwise prejudice the interests of any Secured Party under the Scheme Document.

10.3 Voting after enforcement

At any time while an Enforcement Event is continuing:

10.3.1 the Security Agent and Trustee or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment in such manner as it or he sees fit; and

10.3.2 the Chargor shall comply or procure the compliance with any directions of the Security Agent and Trustee or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent and Trustee or the Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights.

10.4 Dividends before enforcement

Subject to Clause 10.5 (*Dividends after enforcement*), the Chargor is entitled to retain any dividends or any other distributions derived from the Investments and, to the extent that legal title to the relevant Investments is vested in the Security Agent and Trustee, the Security Agent and Trustee shall hold all dividends or any other distributions that may be received by it on trust for the Chargor and pay the same to the Chargor or as it may reasonably direct.

10.5 Dividends after enforcement

At any time while an Enforcement Event is continuing, the Chargor shall hold any dividend or any other distribution received by it on trust for the Security Agent and Trustee and pay the same immediately to the Security Agent and Trustee or as the Security Agent and Trustee may direct.

10.6 Power of Attorney

If any Investment is not held in the Chargor's name, the Chargor shall promptly deliver to the Security Agent and Trustee an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by the person in whose name the Investment is held. Such power of attorney shall appoint the Security Agent and Trustee, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Security Agent and Trustee requires.

10.7 Communications

The Chargor shall promptly execute and/or deliver to the Security Agent and Trustee a copy of each circular, notice, report, set of accounts or other document received by it or its nominee in connection with any Investment, as the Security Agent and Trustee requires.

10.8 Notice of Assignment

The Chargor shall, on the date of this Deed, deliver to the relevant depository agent or nominee in respect of all Investments which are Scripless Securities a Notice of Assignment for Scripless Securities duly executed by the Chargor, and shall procure that such Notice of Assignment for Scripless Securities, when so delivered to the relevant depository agent or nominee, is acknowledged by the relevant depository agent or nominee in the form attached to the Notice of Assignment for Scripless Securities.

11. Intellectual Property

11.1 Acquisition

The Chargor shall promptly notify the Security Agent and Trustee of its acquisition of, or agreement to acquire, (by licence or otherwise) any Intellectual Property, and any application by it or on its behalf to register any such Intellectual Property and, where relevant, the deposit of any Intellectual Property (including but not limited to source codes of computer software) with escrow agents.

11.2 Documents and Consents

11.2.1 The Chargor shall, before it enters into this Deed, obtain such consents as necessary from licensors of any Intellectual Property granted to the Chargor to ensure that such licences will not be revoked by any such licensor.

11.2.2 The Chargor shall promptly execute and/or deliver to the Security Agent and Trustee:

- (a) originals of any certificate of registration of Intellectual Property;
- (b) all documents necessary to register or record this Deed or any Charge over Intellectual Property with each relevant government authority or agency responsible for keeping registers under which any of the Intellectual Property is registered, and each receipt or confirmation of registration or recordation of this Deed or any Charge over such Intellectual Property issued by that government authority or agency;
- (c) each escrow agreement (if any) which exists in respect of any of the Intellectual Property, together with a notice to each escrow agent holding any Intellectual Property on behalf of the Chargor substituting the Security Agent and Trustee as the party to whom that escrow agent shall release such Intellectual Property (including but not limited to source codes of computer software) in discharge of that escrow agent's obligations to release the Intellectual Property to the Chargor; and
- (d) such other documents relating to its Intellectual Property as the Security Agent and Trustee requires.

11.3 Maintenance

The Chargor shall take all necessary action to safeguard and maintain its present and future ownership and rights in connection with all Intellectual Property used in or necessary for its business, including observing all related covenants and stipulations, maintaining in confidence all confidential information and know-how, obtaining all necessary registrations and commencing and diligently prosecuting all appropriate infringement actions. The Chargor shall take all steps necessary to maintain all registrations of such Intellectual Property, including payment of maintenance, annuity, renewal and other fees and shall not use or permit any Intellectual Property to be used in any way which may adversely affect the value thereof.

11.4 Grant

Without prejudice to Clause 6.2 (*Disposal*), the Chargor shall not grant any licence or sub-licence in relation to any of its present or future Intellectual Property, without the prior written consent of the Security Agent and Trustee.

12. Insurances

12.1 Documents

The Chargor shall promptly:

12.1.1 execute and/or deliver to the Security Agent and Trustee copies of policies of the Insurances effected by it and the related premium receipts, and of such other documents relating to such Insurances, as the Security Agent and Trustee requires;

12.1.2 on the date of this Deed, deliver to each insurer in respect of the Insurances a Notice of Assignment of Insurances duly executed by the Chargor, and shall procure that such Notice of Assignment of Insurances, when so delivered to the relevant insurer, is acknowledged by the relevant insurer in the form attached to the Notice of Assignment of Insurances; and

12.1.3 procure that the assignment of its Insurances is noted on the relevant policies.

12.2 Maintenance and renewal

12.2.1 The Chargor shall not do or omit to do or permit to be done or omitted anything which might render any Insurance void, voidable or unenforceable.

12.2.2 The Chargor shall renew each policy or contract of insurance representing any of the Insurances before the expiry of that policy or contract.

12.3 Claims under Insurances

12.3.1 The Chargor shall notify the Security Agent and Trustee of any damage or destruction to all or any part of the Charged Assets which is the subject of any of the Insurances, providing details of the damage or destruction, evidence of the claims made and the application of any proceeds of claims.

12.3.2 The Chargor shall promptly notify the Security Agent and Trustee of any circumstances of which the Chargor has knowledge (giving full details) which do or may give rise to a claim under any of the Insurances and will deliver to the Security Agent and Trustee quarterly progress reports giving details of the conduct and progress of each such claim.

12.3.3 If any part of the Real Property is destroyed, the Chargor shall, unless otherwise agreed in writing by the Security Agent and Trustee, apply any proceeds received on claims under any such Insurances, and pay such additional sums as are necessary, to ensure that the Real Property (or this relevant part of it) is fully and completely rebuilt or reinstated to its original state and condition in accordance with plans and specifications approved by the Security Agent and Trustee and any relevant government departments.

12.4 Payment of Premiums

The Chargor shall punctually pay or procure to be paid all premiums and other sums due in respect of each of the Insurances and, on request, shall provide to the Security Agent and Trustee evidence of such payment and, if the Chargor fails to comply with the provisions of this paragraph, the Security Agent and Trustee may at its discretion make the necessary payment at the cost of the Chargor.

12.5 No Competing Policies

The Chargor shall not effect or require any other person to effect any additional insurance if that additional insurance could reduce the amount payable under any of the Insurances.

12.6 No Amendments or Settlements

12.6.1 The Chargor shall not make or agree to any amendment to the terms of any Insurance without the prior consent of the Security Agent and Trustee.

12.6.2 The Chargor shall not waive, release, settle, compromise or abandon any claim under any Insurance or do anything else in respect of any Insurance which may reduce the amount of likely recovery under that Insurance.

13. General Undertakings

13.1 Authorisation

The Chargor shall promptly:

13.1.1 obtain, comply with and do all that is necessary to maintain in full force and effect; and

13.1.2 supply certified true copies to the Security Agent and Trustee of,

any Authorisation required under any applicable law or regulation to enable it to perform its obligations under this Deed and to ensure the legality, validity, enforceability and/or the admissibility in evidence of this Deed.

13.2 Compliance with Laws

The Chargor shall comply in all respects with all laws to which it may be subject, where failure to so comply would materially impair its ability to perform its obligations under this Deed.

13.3 Access

The Chargor shall ensure that representatives of the Security Agent and Trustee (with or without surveyors, workmen and others) are able at all reasonable times to view the condition of any of the Charged Assets.

13.4 No fixing

Unless consented to by the Security Agent and Trustee, the Chargor shall not fix or permit the affixing of any asset to any of its Real Property which is not itself a Charged Asset.

13.5 No other prejudicial conduct

The Chargor shall not do, or permit to be done, anything which could prejudice the Charges.

13.6 Books of Account

The Chargor shall keep proper records and books of account in respect of its business.

13.7 Litigation

The Chargor shall promptly notify the Security Agent and Trustee in writing of any litigation, arbitration, insolvency or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a material adverse effect and which have been started or threatened against it.

13.8 Dealings with Property

The Chargor shall promptly notify the Security Agent and Trustee in writing of any single transaction or a series of transactions (whether related or not) and

whether voluntary or involuntary to purchase (whether through secured financing or otherwise), sell, lease, transfer or otherwise acquire or dispose of any material asset except where such purchase, sale, lease, transfer or other acquisition or disposal is:

13.8.1 made in the ordinary course of business of the Company; or

13.8.2 made as agreed to by the Eligible Creditors by way of Ordinary Resolution (such consent not to be unreasonably withheld)

14. Representations and Warranties

The Chargor hereby represents and warrants to and for the benefit of the Secured Parties as follows :

14.1 Status : it is a company duly incorporated and validly existing under the laws of its country of incorporation, and it will, until the Liabilities have been irrevocably paid and/or discharged in full, maintain its corporate existence as aforesaid;

14.2 Business : it has full power and authority to own its assets, to borrow monies and to carry on the business currently carried on by it;

14.3 Powers and authorisation : it has the corporate power to enter into and perform its obligations under this Deed, and has taken all necessary corporate and other action to authorise its performance upon the terms and conditions of this Deed, and the execution, delivery and performance of this Deed;

14.4 Corporate action: all actions, conditions and things required to be done, fulfilled and to have happened (including without limitation, the obtaining of any necessary consents and the like) in order :

14.4.1 to enable it to lawfully enter into, exercise its rights and perform and comply with its obligations under this Deed;

14.4.2 to ensure that the said obligations are legally valid, binding and enforceable; and

14.4.3 to make this Deed admissible in evidence in the courts of Singapore, and the jurisdiction of its incorporation, have been done, fulfilled and have happened in due and strict compliance with all applicable laws and regulations;

14.5 Valid and binding obligations : this Deed constitutes its legal, valid and binding obligations, enforceable in accordance with its terms and the execution, delivery and performance of this Deed and the payment by it of all amounts due on the dates and in the currency provided for herein and therein :

14.5.1 will not contravene any provision of law or other governmental directive, whether or not having the force of law, which is applicable to it;

- 14.5.2 will not conflict with its Memorandum or Articles of Association (or other constitutional documents);
- 14.5.3 will not conflict with or result in the breach of any provision of, or in the imposition of any mortgage, deed of trust, lien, pledge, security interest, charge or encumbrance or other preferential arrangement under, any agreement or instrument to which it is a party or by which it or its assets is bound; and
- 14.5.4 will not constitute a default under any such agreement or instrument;
- 14.6 No Security or Guarantees : save for the encumbrances or guarantees set out in Schedule 12, no Security exists over any of its assets or revenues and no guarantee has been given by it to secure the debt of any person;
- 14.7 Formalities : it is not necessary that this Deed be filed, recorded, registered or enrolled with any court or other authority in the Singapore or its jurisdiction of incorporation, or that any stamp, registration or similar tax be paid in any such jurisdiction on or in relation to this Deed, except that:
- 14.7.1 stamp duty of S\$500 is payable in Singapore within fourteen (14) days of the creation of this Deed; and
- 14.7.2 a statement containing particulars of the Security created under this Deed has to be filed with the Accounting and Corporate Regulatory Authority in Singapore within thirty (30) days of the creation of this Deed;
- 14.8 No Immunity : it and its assets are not entitled to immunity from any suit, execution, attachment or other legal process and its entry into this Deed constitutes and the exercise of its rights and performance of and compliance with its respective obligations under this Deed will constitute, private and commercial acts done and performed for private and commercial purposes;
- 14.9 Title : it has good and marketable title to the assets subject to the Security created by it pursuant to this Deed;
- 14.10 Completeness of listing : Each of the lists set out in Schedules 2 to 8 sets out in full the relevant assets which the Chargor has an interest as at the Latest Practicable Date and nothing is omitted from any such list; and
- 14.11 Repetition: each of the above representations and warranties are deemed to be made by the Chargor by reference to the facts and circumstances then existing at all times during the continuance of the Security created by this Deed.

15. Enforcement

15.1 When enforceable

The Charges shall be enforceable, and the power of sale and other powers conferred by Section 24 of the Property Act as varied and extended by this Deed

shall be immediately exercisable at any time after an Enforcement Event has occurred.

15.2 Power of sale

The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by the Property Act as varied and extended by this Deed shall arise on the date of this Deed and may be exercised by the Security Agent and Trustee free from the restrictions imposed by Section 25 of the Property Act.

15.3 Consolidation

Section 21 of the Property Act shall not apply to the security created by this Deed.

16. **Appointment and Rights of Receivers**

16.1 Appointment of receivers

If:

16.1.1 requested by the Chargor;

16.1.2 any corporate action, legal proceedings or other procedure or step is taken in relation to the administration, judicial management or winding-up of the Chargor; or

16.1.3 an Enforcement Event is continuing (whether or not the Security Agent and Trustee has taken possession of the Charged Assets),

then, without any notice or further notice, the Security Agent and Trustee may, by deed, or otherwise in writing signed by any officer or manager of the Security Agent and Trustee or any person authorised for this purpose by the Security Agent and Trustee, appoint one or more persons to be a Receiver. Subject to the provisions of the Companies Act, the Security Agent and Trustee may similarly remove (so far as it is lawfully able) any Receiver and appoint any person instead of any Receiver. If the Security Agent and Trustee appoints more than one person as Receiver, the Security Agent and Trustee may give those persons power to act either jointly or severally. Any Receiver referred to in this Clause 16.1 (*Appointment of receivers*) may enjoy the benefit or enforce the terms of this Clause in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

16.2 Scope of appointment

Any Receiver may be appointed Receiver of all of the Charged Assets or Receiver of a part of the Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in Schedule 1 (*Rights of Receivers*) shall have effect as though every reference in that Schedule to any Charged Assets were a reference to the part of those assets so specified or any part of those assets.

16.3 Rights of Receivers

Any Receiver appointed pursuant to this Clause 16 (*Appointment and Rights of Receivers*) shall have the rights, powers, privileges and immunities conferred by the Acts on (a) mortgagees, (b) mortgagees in possession and (c) administrative or other receivers duly appointed under the Acts, and shall also have the rights set out in Schedule 1 (*Rights of Receivers*), all of which powers and rights are exercisable without further notice. Any Receiver referred to in this Clause 16 (*Appointment and Rights of Receivers*) may enjoy the benefit or enforce the terms of this Clause 16 (*Appointment and Rights of Receivers*) in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

16.4 Agent of Chargor

Any Receiver shall be the agent of the Chargor for all purposes. The Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver.

16.5 Remuneration

The Security Agent and Trustee may determine the remuneration of any Receiver (without being limited to the maximum rate specified in Section 29(6) of the Property Act) and direct payment of that remuneration out of moneys he receives as Receiver. The Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

17. Role of the Security Agent and Trustee

17.1 Appointment of Security Agent and Trustee

The Scheme Creditors shall collectively appoint a Security Agent and Trustee to hold such security stated in Clause 6.4 of the Scheme above pursuant to the Charges.

17.2 Declaration of Trust

17.2.1 The Security Agent and Trustee declares that it shall hold the Security on trust for the Secured Parties on the terms contained in this Deed. The Security Agent and Trustee shall only have those duties, obligations and responsibilities expressly specified in this Deed (and no others will be implied).

17.2.2 The Secured Parties shall not have any independent power to enforce, or have recourse to, any of the Security or to exercise any rights, powers, authorities and discretions arising under this Deed except through the Security Agent and Trustee.

17.2.3 The rights, powers and discretions conferred upon the Security Agent and Trustee by this Deed shall be supplemental to the Trustees Act, Chapter 337 of Singapore and in addition to any rights, powers and discretions which may be vested in the Security Agent and Trustee by general law or otherwise.

17.3 Role and duties of the Security Agent and Trustee

17.3.1 The Security Agent and Trustee shall act as agent and trustee for the Secured Parties in accordance with the terms of this Deed.

17.3.2 The Security Agent and Trustee's duties under this Deed are solely mechanical and administrative in nature. The Security Agent and Trustee shall have no other duties save as expressly provided for in this Deed.

17.3.3 The scope of duties of the Security Agent and Trustee under this Deed shall be subject to review on an annual basis by Advance SCT, with the agreement of the Instructing Creditors and the Security Agent and Trustee.

17.4 Instructions to Security Agent and Trustee

17.4.1 The Security Agent and Trustee shall unless otherwise provided in this Deed or the Scheme Document (i) exercise any right, power, authority or discretion vested in it as Security Agent and Trustee in accordance with any instructions given to it by the Instructing Creditors (or, if so instructed by the Instructing Creditors refrain from exercising any right, power, authority or discretion vested in it as Security Agent and Trustee) and (ii) not be liable for any act (or omission) if it acts (or refrains from taking any action) in accordance with an instruction of the Instructing Creditors.

17.4.2 Unless a contrary indication appears in this Deed, any instructions given by the Instructing Creditors will be binding on all the Secured Parties. The Security Agent undertakes to inform all Eligible Creditors of each instruction of the Instructing Creditors.

17.4.3 The Security Agent and Trustee shall be entitled to request instructions or clarification of any direction from the Eligible Creditors or the Instructing Creditors as the case may be as to whether, and in what manner, it should exercise or refrain from exercising any rights, powers, authority and discretions and the Security Agent and Trustee may refrain from acting unless and until those instructions or clarification are received.

17.4.4 The Security Agent and Trustee may refrain from acting in accordance with the instructions of the Instructing Creditors or under Clause 17.4.5 until it has received such security as it may require for any cost, loss or liability (together with any associated taxes) which it may incur in complying with the instructions.

17.4.5 In the absence of instructions from the Instructing Creditors the Security Agent and Trustee may act (or refrain from taking action) as it considers in its absolute discretion to be for the protection and benefit of all the Secured Parties.

17.4.6 The Security Agent and Trustee is not authorised to act on behalf of a Secured Party (without first obtaining that Secured Party's consent) in any legal or arbitration proceedings relating to this Deed.

17.5 Rights and discretions of the Security Agent and Trustee

17.5.1 The Security Agent and Trustee may rely on:

- (a) any representation, notice or document believed by it to be genuine, correct or appropriately authorised and shall have no duty to verify any signature on any document; and
- (b) any statement purportedly made by a director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.

17.5.2 The Security Agent and Trustee may assume (unless it has received notice to the contrary in its capacity as security trustee for the Secured Parties) that:

- (a) no Enforcement Event has occurred; and
- (b) any right, power, authority or discretion vested in any Secured Party or the Instructing Creditor has not been exercised.

17.5.3 The Security Agent and Trustee may:

- (a) if it receives any instructions or directions to take any action in relation to any Security under this Deed, assume that all applicable conditions under this Deed for taking that action have been satisfied; and
- (b) be entitled to accept without enquiry, and shall not be obliged to investigate, the right and title as the Chargor may have to any of the Charged Assets and shall not be liable for or bound to require the Chargor to remedy any defect in its right or title.

17.5.4 The Security Agent and Trustee may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts (whether obtained by the Security Agent and Trustee or any other Secured Party) if it reasonably believes that such advice or services is necessary, expedient or desirable in connection with the proper execution of its duties or its role and responsibilities hereunder.

- 17.5.5 The Security Agent and Trustee may disclose to any Eligible Creditor any information it reasonably believes it has received as security trustee under this Deed.
- 17.5.6 Notwithstanding any other provision of this Deed to the contrary, the Security Agent and Trustee shall not be obliged to do or omit to do anything if it would or might in its opinion constitute a breach of any law or regulation of any relevant jurisdiction or which would render it liable to any person and the Security Agent and Trustee may do anything which in its opinion, is necessary to comply with any such law or regulation.
- 17.5.7 The Chargor shall promptly upon the request of the Security Agent and Trustee supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Security Agent and Trustee (for itself) in order for the Security Agent and Trustee to conduct any "know your customer" or other similar procedures under applicable laws and regulations pursuant to the transactions contemplated by this Deed.
- 17.5.8 If any Eligible Creditor owes an amount to the Security Agent and Trustee under this Deed, the Security Agent and Trustee may, after giving notice to that Eligible Creditor, deduct an amount not exceeding that amount from any payment to that Eligible Creditor which the Security Agent and Trustee would otherwise be obliged to make under this Deed and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of this Deed, that Eligible Creditor shall be regarded as having received any amount so deducted.

17.6 Obligations of the Security Agent and Trustee

The Security Agent and Trustee shall promptly inform the Eligible Creditors of:

- 17.6.1 the contents of any material notice or document received by it in its capacity as Security Agent and Trustee from the Chargor under this Deed;
- 17.6.2 the occurrence of any Enforcement Event or any default by the Chargor in the due performance of or compliance with its obligations under this Deed of which the Security Agent and Trustee has received notice from any other Secured Party; and
- 17.6.3 its intention to or any instruction by the Instructing Creditors to exercise the powers conferred upon the Security Agent and Trustee pursuant to this Deed.

17.7 Excluded Obligations

Notwithstanding anything to the contrary expressed or implied in this Deed, the Security Agent and Trustee shall not:

17.7.1 be bound to enquire as to (a) the occurrence or otherwise of any Enforcement Event or (b) the performance, default or any breach of the Chargor of its obligations under this Deed;

17.7.2 be bound to account to any Secured Party for any sum or the profit element of any sum received by it for its own account;

17.7.3 be bound to disclose to any other person (including any Secured Party) (a) any confidential information or (b) any other information if disclosure would or might in its opinion constitute a breach of any law or be a breach of fiduciary duty;

17.7.4 be under any obligations other than those which are specifically provided for in this Deed; or

17.7.5 have or be deemed to have any duty, obligation or responsibility to or relation of trust or agency with, the Chargor.

Save as expressly provided for under this Deed, nothing in this Deed or the Scheme Documents shall constitute the Security Agent and Trustee as a trustee, agent or fiduciary of any other person.

17.8 Responsibility for documentation and Security

17.8.1 The Security Agent and Trustee shall not:

- (a) be responsible or liable for the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Security Agent and Trustee, the Chargor or any other person given in or in connection with this Deed or the transactions contemplated hereunder, or any other agreement, arrangement or document entered into, made or executed in connection with this Deed;
- (b) be responsible or liable for the legality, validity, effectiveness, adequacy or enforceability of this Deed or any other agreement, arrangement or document entered into, made or executed in connection with this Deed;
- (c) be responsible for any loss to any person or any liability arising as a result of taking or refraining from taking any action in relation to this Deed or otherwise, whether in accordance with an instruction from the Instructing Creditors) or otherwise;
- (d) be responsible for the exercise of, or the failure to exercise, any rights, powers, authorities and discretions given to it by or in connection with this Deed or any other agreement, arrangement or document entered into in connection with this Deed; or

- (e) be responsible for any shortfall which arises on the enforcement of a Security.

17.8.2 The Security Agent and Trustee shall not be liable for any failure to:

- (a) require the deposit with it of any deed or document certifying, representing or constituting the title of the Chargor to any of the Charged Assets;
- (b) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of this Deed;
- (c) register, file or record or otherwise protect this Deed (or the priority of this Deed) under any applicable laws in any jurisdiction or to give notice to any person of the execution of this Deed;
- (d) take, or to require the Chargor to take, any steps to perfect its title to any of the Charged Assets or to render the Security created under this Deed effective or to secure the creation of any ancillary security interest under the laws of any jurisdiction; or
- (e) require any further assurances in relation to this Deed.

17.8.3 Insurance by Security Agent and Trustee

- (a) The Security Agent and Trustee may, but is not obligated to, insure any of the Charged Assets, to require any other person to maintain any insurance or to verify any obligation to arrange or maintain insurance contained in this Deed. The Security Agent and Trustee shall not be responsible for any loss which may be suffered by any person as a result of the lack of or inadequacy of any such insurance.
- (b) Where the Security Agent and Trustee is named in any insurance policy as an insured party, it shall not be responsible for any loss which may be suffered by any person, directly or indirectly, unless it failed to notify the insurers of any material fact known to it relating to the risk assumed by the insurers.

17.9 Exclusion of liability

17.9.1 Without limiting Clause 17.8.2, the Security Agent and Trustee shall not be liable for any cost, loss or liability incurred by any Secured Party as a consequence of:

- (a) it having taken or having omitted to take any action under or in connection with this Deed, unless directly caused by its gross negligence or wilful misconduct; or

- (b) any delay in the crediting to any account of an amount required under this Deed to be paid by it, if it had taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by it for the purpose of such payment.

17.9.2 No Secured Party (other than the Security Agent and Trustee) may take any proceedings against any officer, employee or agent of the Security Agent and Trustee in respect of any claim it might have against the Security Agent and Trustee or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed. Any officer, employee or agent of the Security Agent and Trustee may rely on this Clause in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

17.10 Secured Parties' own responsibility

Without affecting the responsibility of the Chargor for information supplied by it or on its behalf in connection with this Deed, each Eligible Creditor confirms to the Security Agent and Trustee that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Deed including but not limited to:

- 17.10.1 the financial condition, creditworthiness, condition, affairs, status and nature of the Chargor;
- 17.10.2 the legality, validity, effectiveness, adequacy or enforceability of this Deed and any other agreement, arrangement, Security or document entered into, made or executed in anticipation of, under or in connection with this Deed;
- 17.10.3 whether that Secured Party has recourse, and the nature and extent of that recourse, against the Chargor or any of its respective assets under or in connection with this Deed, the transactions contemplated by this Deed or any other agreement, arrangement, Security or document entered into, made or executed in connection with this Deed;
- 17.10.4 the adequacy, accuracy and/or completeness of the information provided by any Secured Party or by any other person under or in connection with this Deed, the transactions contemplated by this Deed or any other agreement, arrangement Security or document entered into, made or executed in connection with this Deed; and
- 17.10.5 the value or sufficiency of any part of the Charged Assets, the priority of the Security or the existence of any security interest affecting the Charged Assets.

17.11 Delegation, custodians and nominees

- 17.11.1 The Security Agent and Trustee may act in relation to this Deed through its personnel and agents.
- 17.11.2 The Security Agent and Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to any assets of the trust as the Security Agent and Trustee may determine, including for the purpose of depositing with a custodian this Deed or any document relating to the trust created under this Deed and provided that the Security Agent and Trustee shall have exercised reasonable care and diligence in the appointment of such custodian or nominee, the Security Agent and Trustee shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it under this Deed or be bound to supervise the proceedings or acts of any person.
- 17.11.3 If the Security Agent and Trustee, with the approval of all the Eligible Creditors, determines that all of the obligations secured by this Deed have been fully and finally discharged, the trusts set out in this Deed shall be wound up and the Security Agent and Trustee shall release, without recourse or warranty, all of the Security and the rights of the Security Agent and Trustee under this Deed.
- 17.11.4 The Security Agent and Trustee may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers, authorities and discretions vested in it by this Deed. The delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions as the Security Agent and Trustee may think fit in the interests of the Secured Parties and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any delegate or sub-delegate, provided that the Security Agent and Trustee has exercised reasonable care and diligence in the appointment of such delegate or sub-delegate.

17.12 Confidentiality

- 17.12.1 In acting as agent for the Secured Parties, the Security Agent and Trustee shall be regarded as acting through its agency or trustee division which shall be treated as a separate entity from any other of its divisions or departments.
- 17.12.2 If information is received by another division or department of the Security Agent and Trustee, it may be treated as confidential to that division or department and the Security Agent and Trustee shall not be deemed to have notice of it.

17.13 Business with the Chargor

The Security Agent and Trustee may accept deposits from, lend money to and generally engage in any kind of banking or other business with the Chargor.

17.14 The Security Agent and Trustee's Remuneration

The Security Agent and Trustee shall be paid an annual fee to be borne by Advance SCT. The fee payable to the Security Agent and Trustee shall be agreed between Advance SCT and the Security Agent and Trustee and set out in a separate agreement or letter between Advance SCT and the Security Agent.

18. Security Agent's Rights

18.1 Same rights as Receiver

The Chargor hereby agrees, without prejudice to any of the provisions of this Deed and to any other rights hereby conferred on the Security Agent and Trustee, that any rights conferred by this Deed upon a Receiver (including without limitation, those rights set out in Schedule 1 (*Rights of Receivers*)) may be exercised by the Security Agent and Trustee after the Charges become enforceable, whether or not the Security Agent and Trustee shall have taken possession or appointed a Receiver of the Charged Assets.

18.2 Consolidation

Any restrictions on the consolidation of security, whether under Section 21 of the Property Act or otherwise, shall be excluded to the fullest extent permitted by law and the Security Agent and Trustee shall, so far as it is lawful and subject to other provisions of this Deed, be entitled to consolidate all or any of the Charges with any other Security whether in existence on the date of this Deed or in the future.

19. Order of Distributions

All amounts received or recovered by the Security Agent and Trustee or any Receiver or Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be applied:-

- (i) first to settle any outstanding fees due and owing to the Security Agent and Trustee; then
- (ii) then to satisfy (whether partially or fully) the amount outstanding under the Eligible Debt in the order provided in the Scheme Document; or if not provided in the Scheme Document, as a majority in number of the Eligible Creditor representing at least 75% in value of the total outstanding Eligible Debt may determine.

20. Liability of Security Agent and Trustee, Receivers and Delegates

20.1 Possession

If the Security Agent and Trustee, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession. Without prejudice to Clause 20.2 (*Security Agent and Trustee's liability*), the Security Agent and Trustee shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the present or future assets of the Chargor.

20.2 Security Agent and Trustee's liability

Neither the Security Agent and Trustee nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to the Chargor, any other Secured Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default or omission of the Security Agent and Trustee, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with this Deed except to the extent caused by its or his own gross negligence or wilful misconduct. Any third party referred to in this Clause 20 (*Liability of Security Agent and Trustee, Receivers and Delegates*) may enjoy the benefit or enforce the terms of this Clause in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

21. **Power of Attorney**

21.1 Appointment

The Chargor by way of security irrevocably appoints the Security Agent and Trustee, every Receiver and every Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

21.1.1 to do anything which the Chargor is obliged to do (but has not done) under this Deed (including to execute charges over, transfers, conveyances, charges, mortgages, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets); and

21.1.2 to, at any time after an Enforcement Event has occurred and is continuing, exercise any of the rights conferred on the Security Agent and Trustee, any Receiver or any Delegate in relation to the Charged Assets or under this Deed, either by the Acts or under general law.

21.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 21.1 (*Appointment*). Any third party referred to in this Clause 21 (*Power of Attorney*) may enjoy the benefit or enforce the terms of this Clause in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

22. Protection of Third Parties

22.1 No duty to enquire

No purchaser or other person dealing with the Security Agent and Trustee, any other Secured Party, any Receiver or any Delegate shall be concerned to enquire:

22.1.1 whether the rights conferred by or pursuant to this Deed are exercisable;

22.1.2 whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;

22.1.3 otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights (including whether or not any delegation shall have lapsed for any reason or has been revoked); or

22.1.4 as to the application of any money borrowed or raised.

22.2 Protection to Purchasers

Upon any sale or disposal of the Charged Assets or any part thereof which the Security Agent and Trustee, any Receiver or any Delegate shall make or purport to make under the provisions of this Deed, a statement in writing from the Security Agent and Trustee, any Receiver or any Delegate that the Security created by the Deed has become enforceable and that the power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other person to whom any of the Charged Assets may be transferred and such purchaser or other person will take the same free of any rights of the Chargor. The Chargor undertakes to indemnify any Secured Party, any Receiver or any Delegate against any claim which may be made against that Secured Party, Receiver or Delegate by such purchaser or any other person by reason of any defect in its title to the Charged Assets. Any third party referred to in this Clause 22.2 (*Protection to purchasers*) may enjoy the benefit or enforce the terms of this Clause 22.2 (*Protection to purchasers*) in accordance with the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.

23. Saving Provisions

23.1 Continuing Security

Subject to Clause 24 (*Discharge of Security*), the Charges are continuing Security and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part.

23.2 Reinstatement

If any payment by the Chargor or any discharge given by any Secured Party (whether in respect of the obligations of any obligor or any security for those obligations or otherwise) is avoided or reduced (whether in whole or in part) for

any reason, including without limitation, as a result of insolvency or any similar event, breach of statutory duties or any other reason:

23.2.1 the liability of the Chargor and the Charges shall continue as if the payment, discharge, avoidance or reduction had not occurred; and

23.2.2 each Secured Party shall be entitled to recover the value or amount of that security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

23.3 Waiver of defences

Neither the obligations of the Chargor under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under the Scheme Document or any of the Charges (without limitation and whether or not known to it or any Secured Party) including:

23.3.1 any time, waiver or consent granted to, or composition with the Chargor, any other obligor or any other person;

23.3.2 the release of the Chargor, any other obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

23.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or Security over assets of, the Chargor, any other obligor or other person or any non-presentation or non observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

23.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor, any other obligor or any other person;

23.3.5 any amendment (however fundamental) or replacement of the Scheme Document or any other document or security;

23.3.6 any unenforceability, illegality or invalidity of any obligation of any person under the Scheme Document or any other document or security;

23.3.7 any winding-up, insolvency or similar proceedings;

23.3.8 any postponement, discharge, reduction, non-provability or other similar circumstances affecting any obligation of the Chargor, any other obligor or any other person under the Scheme Document resulting from insolvency, liquidation or dissolution proceedings or from any law, regulation or order; or

23.3.9 this Deed or any Scheme Document not being executed or binding against any person.

23.4 Immediate recourse

The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of the Scheme Document to the contrary.

23.5 Appropriations

Until all the Liabilities have been irrevocably paid and/or discharged in full, each Secured Party (or any trustee or agent on its behalf) may:

23.5.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and

23.5.2 hold in a non-interest bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

23.6 Deferral of Chargor's rights

Until all the Liabilities have been irrevocably paid and/or discharged in full and unless the Security Agent and Trustee otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Scheme Document:

23.6.1 to be indemnified by any other obligor or any other person;

23.6.2 to claim any contribution from any other obligor or any other guarantor of any obligor's obligations or any other person under the Scheme Document; and/or

23.6.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under the Scheme Document or of any guarantee or other security taken pursuant to, or in connection with, the Scheme Document by any Secured Party.

23.7 Additional Security

The Charges are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by any Secured Party.

24. Discharge of Security

24.1 Final redemption

Subject to Clause 24.2 (*Retention of security*), if the Security Agent and Trustee is reasonably satisfied that all the Liabilities have been irrevocably paid and/or discharged in full, the Security Agent and Trustee shall at the request and cost of the Chargor release, reassign or discharge (as appropriate) the Charged Assets from the Charges.

24.2 Retention of security

If the Security Agent and Trustee reasonably considers that any amount paid or credited to any Secured Party under the Scheme Document is capable of being avoided or otherwise set aside on the winding-up of any obligor or any other person, or otherwise, that amount shall not be considered to have been paid for the purposes of determining whether all the Liabilities have been irrevocably paid and/or discharged.

25. Expenses and Default Interest

25.1 Expenses

The Chargor shall pay to the Security Agent and Trustee on demand the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by any Secured Party, any Receiver or any Delegate in relation to this Deed (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Deed or the Scheme Document, or any consideration by the Security Agent and Trustee as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release of this Deed and/or any other document referred to in this Deed).

25.2 Default interest

If the Chargor does not pay any sum payable under this Deed (including, without limitation, any sum payable under this Clause 25 (*Expenses and Default Interest*) when due in the manner provided in this Deed), it shall, to the extent permitted by applicable law, pay interest on the amount from time to time outstanding in respect of that overdue sum for the period beginning on its due date and ending on the date of its receipt by the Security Agent and Trustee (both before and after judgment) calculated at the rate per annum specified in Schedule A to the Scheme Document.

26. Payments

26.1 Demands

Any demand for payment in respect of the relevant Liabilities made by any Secured Party shall be valid and effective for the purposes of this Deed.

26.2 Payments

All payments by the Chargor under this Deed (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Security Agent and Trustee may direct.

26.3 Continuation of accounts

At any time after:

26.3.1 the receipt by any Secured Party of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets; or

26.3.2 the presentation of a petition or the passing of a resolution in relation to the winding-up of the Chargor,

any Secured Party may open a new account in the name of the Chargor with that Secured Party (whether or not it permits any existing account to continue). If that Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to the Scheme Document.

26.4 Set-off

The Chargor authorises each Secured Party to apply (without prior notice) any amount (whether or not then due) payable by the Secured Party to it in or towards satisfaction of any sum then due from it to the Secured Party under this Deed and unpaid.

27. Taxes

27.1 Payments to be free and clear

All sums payable by the Chargor under this Deed shall be paid (a) free of any restriction or condition, (b) free and clear of and (except to the extent required by law) without any deduction or withholding on account of any tax and (c) without deduction or withholding (except to the extent required by law) on account of any other amount, whether by way of set-off or otherwise. If any such deduction or withholding is required by law to be made by the Chargor, the amount of the payment due from the Chargor shall be increased to an amount which (after making any such deduction or withholding) leaves an amount equal to the payment which would have been due if no such deduction or withholding had been required.

27.2 Goods and Services Tax

The Chargor shall also pay to the Security Agent and Trustee on demand, in addition to any amount payable by the Chargor to the Security Agent and Trustee under this Deed any goods and services, value added or other similar tax payable

in respect of that amount (and references in this Deed to that amount shall be deemed to include any such taxes payable in addition to it).

28. Conduct of Business by the Security Agent and Trustee

No provision of this Deed will:

- 28.1 interfere with the right of the Security Agent and Trustee to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- 28.2 oblige the Security Agent and Trustee to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- 28.3 oblige the Security Agent and Trustee to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of tax.

29. Rights, Waivers and Determinations

29.1 Ambiguity

The powers and protections conferred by this Deed in relation to the Charged Assets or any part thereof on any Secured Party shall be in addition to and not in substitution for the powers and protections conferred on mortgagees or chargees under the Acts, which shall apply to the Charges except insofar as they are expressly or impliedly excluded. Where there is any ambiguity or conflict between the rights or powers conferred by law or contained in the Acts and those conferred by or pursuant to this Deed or where the powers or protections in this Deed are more extensive or less restrictive than those provided by the Acts, the terms of this Deed shall prevail.

29.2 Exercise of rights

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, Receiver or Delegate, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

29.3 Determinations

Any determination by or certificate of any Secured Party or any Receiver or Delegate under the Scheme Document is, in the absence of manifest error or fraud, conclusive evidence of the matters to which it relates.

29.4 Amendment

Any provision of this Deed may be amended only if the Security Agent and Trustee so agree in writing and any provision or breach of any provision of this

Deed may be waived before or after it occurs only if the Security Agent and Trustee so agrees in writing. Any such waiver, and any consent by the Security Agent and Trustee under any provision of this Deed, must be in writing and may be given subject to any reasonable conditions thought fit by the Security Agent and Trustee. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

30. Indemnities

30.1 Currency Indemnity :

30.1.1 Any amount received or recovered by any Secured Party in respect of any sum expressed to be due to it from any obligor under or in connection with this Deed in a currency (such currency being referred to as the "Relevant Currency") other than the Currency of Account (whether as a result of, or the enforcement of, a judgment or order of a court of any jurisdiction or in the dissolution of the obligor or otherwise) shall only constitute a discharge to the obligor to the extent of the amount in the Currency of Account which the recipient is able, in accordance with its usual practice, to purchase with the Relevant Currency so received or recovered on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).

30.1.2 If that amount in the Currency of Account purchased with the Relevant Currency is less than the amount of the Currency of Account expressed to be due to the recipient under this Deed, the Chargor shall indemnify each of the relevant Secured Parties against any loss sustained by it as a result thereof. In any event, the Chargor shall indemnify the recipient against the cost of making any such purchase. For the purpose of this sub-clause, it shall be sufficient for the recipient to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.

30.2 The Chargor shall indemnify each Secured Party, the Security Agent and Trustee in its capacity as trustee hereunder and every Receiver and Delegate or other person appointed by the Security Agent and Trustee under this Deed against all losses, liabilities, damages, costs and expenses (including legal fees) incurred by it or them in the execution or performance of the terms and conditions of this Deed and against all actions, proceedings, claims, demands, costs, charges and expenses (including legal fees) which may be incurred, sustained or arise in respect of the non-performance or non-observance of any of the undertakings and agreements of the Chargor in this Deed or in respect of any matter or thing done or omitted relating in any way whatsoever to the Charged Assets except to the extent caused by the Secured Party's, the Security Agent and Trustee's, the Receiver's or the Delegate's own gross negligence or wilful misconduct. The Security Agent and Trustee, Receiver or Delegate may retain, out of any money in its hands, all sums necessary to effect the indemnities contained in this Deed and all sums payable by the Chargor in relation to any indemnity shall form part of the monies secured by this Deed.

- 30.3 If the Chargor fails to perform its obligations under this Clause 30 (*Indemnities*), each Eligible Creditor shall from time to time in the proportion that its Liabilities bears to the Liabilities of all Eligible Creditors, indemnify the Security Agent and Trustee against any loss incurred by it as a result of such failure and the Chargor shall indemnify each Eligible Creditor against any payment made by it pursuant to Clause 30.2, save in respect of any loss arising from the negligence, misconduct or default of the Security Agent and Trustee.
- 30.4 Each indemnity in this Deed shall:
- 30.4.1 constitute a separate and independent obligation from the other obligations in the Scheme Document;
 - 30.4.2 give rise to a separate and independent cause of action;
 - 30.4.3 apply irrespective of any indulgence granted by the Security Agent and Trustee;
 - 30.4.4 continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any Liability or any other judgment or order; and
 - 30.4.5 apply whether or not any claim under it relates to any matter disclosed by the Chargor or otherwise known to any Secured Party.

31. Assignment

31.1 Benefit and Burden

This Deed shall be binding upon and enure to the benefit of the parties, their permitted assignees and their successors. Any reference in this Deed to any party shall be construed accordingly.

31.2 Chargor

The Chargor shall not assign and/or transfer any rights or obligations under this Deed without the prior written consent of the Security Agent and Trustee.

31.3 The Secured Parties

Each Secured Party may assign and/or transfer all or any parts of its rights and/or obligations under or in respect of this Deed to any person from time to time and the Chargor agrees to execute all documents and take all action that may be required by the Security Agent and Trustee in respect of any assignment or transfer, or proposed assignment or transfer. Any such assignee or transferee shall be and be treated as a party for all purposes of this Deed and shall be entitled to the full benefit of this Deed to the same extent as if it were an original party in respect of the rights or obligations assigned or transferred to it.

32. Change of Security Agent and Trustee

32.1 Resignation of the Security Agent and Trustee

32.1.1 The Security Agent may resign and appoint one of its Affiliates as successor by giving notice to the other Secured Parties and the Chargor.

32.1.2 The Security Agent and Trustee may resign by giving notice to the other Secured Parties and the Chargor, in which case the Instructing Creditors (in consultation with the Chargor) may appoint a successor Security Agent and Trustee.

32.1.3 If the Instructing Creditors have not appointed a successor Security Agent and Trustee in accordance with Clause 32.1.1 within thirty (30) days after notice of resignation was given, the Security Agent and Trustee (in consultation with the Chargor) may appoint a successor Security Agent and Trustee.

32.1.4 The retiring Security Agent and Trustee shall make available to the successor Security Agent and Trustee such documents and records and provide such assistance as the successor Security Agent and Trustee may reasonably request for the purposes of performing its functions as Security Agent and Trustee under this Deed.

32.1.5 The Security Agent and Trustee's resignation notice shall take effect only upon the appointment of a successor.

32.1.6 Upon the appointment of a successor, the retiring Security Agent and Trustee shall be discharged from any further obligation in respect of this Deed but shall remain entitled to the benefit of this Clause 32. Its successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

32.1.7 After consultation with the Chargor, the Instructing Creditors may, by notice to the Security Agent and Trustee, require it to resign in accordance with Clause 32.1.2. In this event, the Security Agent and Trustee or, as the case may be, shall resign in accordance with Clause 32.1.2.

33. Partial Invalidity

The illegality, invalidity or unenforceability of any provision of this Deed under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

34. Communications

34.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

34.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below or any substitute address, fax number, or department or officer as the Party may notify to the other Party by not less than five (5) Business Days' notice.

34.3 Delivery

34.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (a) if by way of fax, only when received in legible form; or
- (b) if by way of letter, only when it has been left at the relevant address for five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 34.2 (*Addresses*), if addressed to that department or officer.

34.3.2 Any communication or document to be made or delivered to the Security Agent and Trustee will be effective only when actually received by the Security Agent and Trustee and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent and Trustee's signature below (or any substitute department or officer as the Security Agent and Trustee shall specify for this purpose).

34.4 English language

34.4.1 Any notice given under or in connection with this Deed must be in English.

34.4.2 All other documents provided under or in connection with this Deed must be:

- (a) in English; or
- (b) if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

35. Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

36. Separate and Independent Obligations

The security created by the Chargor by or in connection with this Deed is separate from and independent of the Security created or intended to be created by any other obligor or any other person by or in connection with the Scheme Document.

37. Governing Law

This Deed is governed by Singapore law.

38. Jurisdiction

38.1 Jurisdiction of Singapore courts

The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a "Dispute").

38.2 Venue

The Parties agree that the courts of Singapore are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

38.3 Other competent jurisdiction

This Clause 38 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, the Secured Parties shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

SCHEDULE 1

Rights of Receivers

Any Receiver appointed pursuant to Clause 16 (*Appointment and rights of Receivers*) shall have the right, either in his own name or in the name of the Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

(a) **Enter into possession**

to take possession of, get in and collect the Charged Assets and for that purpose to take any legal proceedings and to hold, possess and enjoy the Charged Assets, and to require payment to him or to the Security Agent and Trustee of any Book Debts or credit balance on any Bank Account;

(b) **Carry on business**

to manage and carry on any business of the Chargor;

(c) **Contracts**

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which the Chargor is a party;

(d) **Deal with Charged Assets**

without restriction imposed by Section 25 of the Property Act or the need to observe any of the restrictions or other provisions of Section 23 or 25 of the Property Act, to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Charged Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person (including a new company formed pursuant to paragraph (e) (*Hive down*)) either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred);

(e) **Hive down**

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto;

(f) **Borrow money**

to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise);

(g) **Covenants and guarantees**

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them;

(h) **Dealings with tenants**

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph (e) (*Hive down*)) from whom any rents and profits may be receivable (including those relating to the grant of any licences, the review of rent in accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Charged Assets);

(i) **Rights of ownership**

to manage and use the Charged Assets and to exercise and do (or permit the Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Assets and in particular, without limitation, to exercise any rights of enforcing any Security by entry into possession, foreclosure, sale or otherwise and to arrange for or provide all services which he may deem proper for the efficient management or use of the Charged Assets or the exercise of such rights;

(j) **Insurance, repairs, improvements etc.**

to insure the Charged Assets on such terms as he thinks fit, to carry out decorations, repairs, alterations, improvements and additions to the Charged Assets (including the development or redevelopment of any Real Property) and to purchase or otherwise acquire or do anything in connection with the Charged Assets;

(k) **Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating to the Charged Assets;

(l) **Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or any business of the Chargor;

(m) **Redemption of Security**

to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets;

(n) **Employees etc.**

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by the Chargor;

(o) **Companies Act**

to exercise all powers set out in the Companies Act as now in force (whether or not in force at the date of exercise) and any powers added thereto after the date of this Deed;

(p) **Spend Money**

in the exercise of any of the above powers, to spend such sums as he may think fit and the Chargor shall forthwith on demand repay to the Security Agent and Trustee or the Receiver (as the case may be) all sums so spent together with interest on those sums at such rates as the Security Agent and Trustee may from time to time determine from the time they are paid or incurred and until repayment those sums (together with such interest) shall be secured by the Charges;

(q) **Give Notices**

to give to any lessee(s) notice to quit or to remedy a breach of covenant or for any other purpose whatsoever;

(r) **Enforce Covenants**

to enforce any covenant in any lease (whether existing at the time of the appointment of such Receiver or otherwise created in any manner) and to exercise any right of re-entry or to commence proceedings to recover possession whenever such right to re-enter the Real Property arises, whether out of the proviso for re-entry contained in any lease or by virtue of a notice to quit or otherwise;

(s) **Trespassers**

to warn off, prohibit and if necessary proceed against any trespasser of the Real Property;

(t) **Grant of Rights Easements and Privileges**

in the exercise of the power of sale in relation to the Real Property, to enter into any deed of mutual covenant or grant of any rights, easements or privileges as it shall think fit and to enter into such deeds, contracts, stipulations and agreements and to execute and do all such assurances and things as it may deem expedient or necessary; and

(u) **Other powers**

to do anything else he may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of this Deed, the Companies Act or the Property Act and any other applicable statutory provisions and common law.

SCHEDULE 2

Bank Accounts

(this schedule lists all the Bank Accounts that are expected to be charged under the Scheme but the Bank Accounts listed below will be allocated to their respective charges)

No.	Bank	Account holder	Account number	Balances as at 31 Aug 2010
1	OCBC	Advance SCT Ltd	501859409001 (SGD)	1,475,422.00
2	Standard Chartered	Advance SCT Ltd	01-0-204507-0 (SGD)	182.39
3	UOB	Advance SCT Ltd	352-329-967-9 (SGD)	3,258.87
4	UOB	Advance SCT Ltd	352-905-749-9 (USD)	70.05
5	UOB	Green World Holdings Limited	920-350-649-6 (SGD)	(40.68)
6	OCBC	Tsingtech Recycling Pte Ltd	501-418-297-001 (SGD)	102,869.83
7	UOB	Tsing Yi Enterprises Pte Ltd	920-350-083-8 (SGD)	(140.00)
8	UOB	Tsing Yi Enterprises Pte Ltd	993-920-185-4 (USD)	(114.95)
9	UOB	Tsing Yi Enterprises Pte Ltd	993-931-096-3 (USD)	(140.00)
10	OCBC	Tsing Yi Enterprises Pte Ltd	501-418479-001 (SGD)	1,088,762.55
11	OCBC	Tsing Yi Enterprises Pte Ltd	501-070775-201- (USD)	89,984.01
12	OCBC	Tsing Yi Enterprises Pte Ltd	501-025357-301 (USD)	1,036.10
13	UOB	SCT (China) Pte Ltd	301-352-01303 (SGD)	292.57

SCHEDULE 3

Book Debts

Schedule 3

	ASCT 30/09/2010 S\$	Tsing Yi 30/09/2010 S\$	Tsingtech 30/09/2010 S\$	ASCT (M) 30/09/2010 S\$	GW Group 30/09/2010 S\$	Shenyang 30/09/2010 RMB	0.197172157 Shenyang 30/09/2010 S\$	Ever Glory 24/09/2010 S\$
Current Assets								
Trade debtors			186,794		186,794			391,396
Other debtors and deposits	4,390,000	25,914	60,884	144,105	230,903	4,031,910.23	794,980	83,538
Futures Account		312,231						
Interco:								
Seach Metal						5,778	1,139	
Ever Glory		28,619			28,619			
ASCT (M)	500,000				0			
Asia Copper	1,011,818	400,000			400,000			
New TsingYi	1,060,000	800,630	546,635		1,347,264	332,247	65,510	16,382
SCT China					0	641,450	126,476	
PTNCC (assigned from SCT Tech)	161,910				0			
ASCT		146,805			146,805	330,438.00	65,153	
Singapore Copper					0	100,300	19,776	

SCHEDULE 4

Insurances

(The schedule lists all the insurance policies that are to be charged by the respective chargers. But the list will be broken up for the respective charges.)

No.	Insured	Insurer / Type	Property insured	Insured amount
1.	Tsing Yi Enterprises Pte Ltd	Tokio Marine Insurance Singapore Pte Ltd / Fire	On Furniture, Fixtures and Fittings, Office Equipment, Renovation and Improvement and all contents of any description belonging to the Insured or held by them in trust or on commission or on assignment or on display for which the Insured are responsible. Situation of risks: 10 Kranji Crescent, Singapore (within the premises and/or in the open at the Insured's premises)	SGD200,000.00
2.	Tsing Yi Enterprises Pte Ltd	Tokio Marine Insurance Singapore Pte Ltd / Fire	On Plant, Machineries and Equipment of every description, utensils, tools of trade and accessories Situation of risks: 10 Kranji Crescent, Singapore (within the premises and/or in the open at the Insured's premises)	SGD1,852,000.00
3.	Tsing Yi Enterprises Pte Ltd	Tokio Marine Insurance Singapore Pte Ltd / Fire	On Stock-in-trade, works in progress and finished products of every description belonging to the Insured or held by them in trust or on commission or on assignment or on display for which the Insured are responsible Situation of risks: 10 Kranji Crescent, Singapore (within the premises and/or in the open at the Insured's premises)	SGD2,000,000.00
4.	Tsing Yi Enterprises Pte Ltd	Tokio Marine Insurance Singapore Pte Ltd / Fire	On a Double Storey Office Building of Class II construction including furniture, fixtures, fittings, renovation, weighbridge, equipment and all improvements including one partly open building of steel	SGD1,000,000.00

No.	Insured	Insurer / Type	Property insured	Insured amount
			structure/spander wall/asbestos roof Situation of risks: 22 Sungei Kadut Street 3, Singapore 729151 (within the premises and/or in the open at the Insured's premises)	
5.	Tsing Yi Enterprises Pte Ltd	Tokio Marine Insurance Singapore Pte Ltd / Burglary	Plant, Machineries, office equipment, stock-in-trade and all other contents (the property of the Insured or property held in trust, custody and control and on consignment for which the Insured is responsible) whilst within the Insured premises &/or in the open within the Insured's location	SGD200,000.00 (first loss)
6.	Tsing Yi Enterprises Pte Ltd	Tokio Marine Insurance Singapore Pte Ltd / Machinery all risks	1 Unit of Forklifts as follows :- Chassis : F19C-085004, Model : FD04D45UT, Year Made : N.A.	SGD79,000.00
7.	Tsing Yi Enterprises Pte Ltd	Tokio Marine Insurance Singapore Pte Ltd / Commercial vehicle	Isuzu 14 Ton Vehicle : XB6944S	Market value
8.	Tsing Yi Enterprises Pte Ltd	Tokio Marine Insurance Singapore Pte Ltd / Commercial vehicle	Nissan 12 Ton Vehicle : XB3786B	Market value
9.	Tsing Yi Enterprises Pte Ltd	Tokio Marine Insurance Singapore Pte Ltd / Machinery all risks	Crane mounted on Nissan CWB520P02562 Lorry (Reg No. XB 3786 B) Model No. FASSI F160.23 Year of Manufacture : 1996	SGD15,000,00

No.	Insured	Insurer / Type	Property insured	Insured amount
10.	Tsingtech Recycling Pte Ltd	Tokio Marine Insurance Singapore Pte Ltd / Fire	<p>The following are the property of the Insured or held by them in trust or on commission for which they are legally liable:</p> <ol style="list-style-type: none"> 1. On stock in trade pertaining to Insured's trade 2. On plant , machineries & equipments <p>Situation of Risks : 12 Defu Lane, Singapore 539336 &/or in the open at Insured's premises</p>	SGD650,000.00
11.	Tsingtech Recycling Pte Ltd	Tokio Marine Insurance Singapore Pte Ltd / Money	<ol style="list-style-type: none"> 1. On cash including foreign currency (include wages & salaries) between the insured's premises & the bank whilst in transit anywhere in Singapore and whilst in the premises until bank-in and/or paid out including money in the personal custody of the insured's authorised employees 2. On cash in locked safe and locked drawers at the insured's premises 	SGD90,000,00
12.	Tsingtech Recycling Pte Ltd	Tokio Marine Insurance Singapore Pte Ltd / Theft	Plant, machineries, equipments, stocks in trade and all other contents at the premises (the property of the Insured or property held in trust, custody and control and on consignment for which the Insured is responsible) whilst within the Insured premises &/or in the open within the Insured's location.	SGD100,000.00 (first loss)

No.	Insured	Insurer / Type	Property insured	Insured amount
13.	Tsingtech Recycling Pte Ltd	Tokio Marine Insurance Singapore Pte Ltd / Machinery all risks	On 1 unit vertical baling machine complete with accessories Model: CH25H Serial No : CH25/105/346	SGD33,000.00
14.	Tsingtech Recycling Pte Ltd	Tokio Marine Insurance Singapore Pte Ltd / Motor vehicle	Toyota DYNA 150-D Vehicle : GU4728 P	Market value

SCHEDULE 5

Intellectual Property

No.	Description	Registered/ Country of Registration	Registration or Assigned IP No.
	NIL	N.A	N.A

SCHEDULE 6

Investments

No.	Description	Name of Corporation	Number of securities held
1.	Ordinary shares	Asia Copper Pte Ltd	51
2.	Ordinary shares	SCT Technologies (M) Sdn Bhd	375,000
3.	Ordinary shares	PT Nuansa Citra Cemerlang	300
4.	Ordinary shares	Everglory Logistics Pte Ltd	100,000
5.	Ordinary shares	Green World Holdings Limited	81,305,006
6.	Ordinary shares	SCT (China) Pte Ltd	100,000
7.	Ordinary shares	New Tsing Yi Pte Ltd	200,400
8.	Ordinary shares	SCT Western (Taiwan) Pte Ltd	3,874,665
9.	Ordinary shares	SCT Technologies Pte Ltd	1,968,488

SCHEDULE 7

Real Property

No.	Description of interest	Address
1	Warehouse and office Under Tsing Yi Enterprises Pte Ltd 16-year lease with JTC which will expire on 17 January 2012	22 Sungei Kadut Street 3 Singapore 729151

**SCHEDULE 8
PLANT AND MACHINERY***

SN.	Description	Serial Number	Net book value as at 31 August 10 (S\$)
	Commercial Vehicle :		
1	Truck, Nissan CWB520PHN	XB 3786B	515
2	Truck, ISUZU CXZ50Q	XB 6944S	0
3	Toyota DYNA 150-D	GU 4728 P	8,750
	Forklift :		
4	Nissan 4.5 Ton	Chassis No : F19C-85004	17,111.11
5	Toyota 4.0 Ton	Chassis No : 02-7FD40-10980	7,875.12
6	Nissan 2.5 Ton		6,975.00
7	Toyota 3 Ton	Chassis No : 606FD30-10500	3,745.34
	Machinery and equipment:		
8	2 units of baling machines		9,600
9	Cutting Machine	Model . HG-06-84	0
10	STEMCOR- Deltax Alligator Shear (DTX400)	SN : 0400010	2,546.78
11	Deltax Alligator shear	SN : 348 / 1995	0
12	Spectrum Analyzer Model XLP-818 Alloy XRF	SN: 6759	26,071.18

***All assets are at 12 Defu Lane 7 Singapore 539336**

SCHEDULE 9

Form of Notice of Charge of Account

To: [account bank]

Date: []

Dear Sirs,

NOTICE OF CHARGE A/C [NAME OF CHARGOR]

We hereby give you notice that by a deed of debenture (the "Debenture") dated [] between (1) ourselves as chargor and (2) [] (the "Security Agent and Trustee"), we have charged to the Security Agent and Trustee, as security trustee of the secured parties named therein, by way of a first floating charge, all of our right, title and interest in and to the following accounts:

<u>Account Number</u>	<u>Currency</u>
[]	[]
[]	[]

(including, in each case, any renewal or redesignation thereof) and all monies standing to the credit of each of these accounts from time to time (the "Charged Accounts").

With effect from the date of your receipt of this notice we hereby irrevocably authorise and instruct you:

- (a) to disclose to the Security Agent and Trustee without any reference to or further authority from us and without any enquiry by you as to the justification of such disclosure, such information relating to the Charged Accounts and the sums therein as the Security Agent and Trustee may at any time and from time to time request; and
- (b) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Debenture, the sums standing to the credit of the Charged Accounts from time to time or the debts represented thereby which you receive at any time from the Security Agent and Trustee without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction.

Please note that:

- (a) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Charged Accounts belong to the Security Agent and Trustee by way of security;

- (b) upon receipt of a notice to that effect from the Security Agent and Trustee, we will not be permitted to withdraw any amount from the Charged Accounts; and
- (c) these instructions are not to be revoked or varied without the prior written consent of the Security Agent and Trustee.

Please accept this notice by signing the enclosed acknowledgement and returning it to the Security Agent and Trustee at [] marked for the attention of [].

Yours faithfully
for and on behalf of
[NAME OF CHARGOR]
By:

Name:
Title:

[on copy only]

To: [●]
(as Security Agent and Trustee)

Date: []

At the request of **ADVANCE SCT LIMITED**, we acknowledge receipt of the notice of charge, on the terms attached, in respect of the Charged Accounts (as described in those terms).

We confirm that:

- (a) we accept the instructions and authorisations contained in the notice of charge, and we undertake to act in accordance with the terms of that notice;
- (b) there are no restrictions on (i) the payment of the credit balance on the Charged Accounts or (ii) the charge of the Charged Accounts to the Security Agent and Trustee or any third party;
- (c) we have not received notice of any previous assignments of, charges over or trusts in respect of, the Charged Accounts and we will not, without the Security Agent and Trustee's consent (i) exercise any right of combination, consolidation or set off which we may have in respect of the Charged Accounts or (ii) amend or vary any rights attaching to the Charged Accounts;
- (d) we will act in accordance with the instructions given by persons authorised by the Security Agent and Trustee.

Yours faithfully
for and on behalf of

[]
By:

Name:
Title:

SCHEDULE 10

Form of Notice of Assignment for Scripless Securities

To: [Depository agent]
[Address]

Date:

Dear Sirs

We refer to the deed of debenture dated [] (the "Debenture") made between (1) [] as security agent (the "Security Agent and Trustee") and (2) ourselves as chargor and to our sub-account[s] numbered [] with you (the "Sub-Account").

We hereby notify you that all our rights, title and interests in [] shares in the capital of [] held in the Sub-Account (the "Scripless Securities"), as well as such of our rights, title and interests which we may become entitled to by virtue of any bonus or rights or other issues or dividends, interest or other monies received under the Scripless Securities together with any other rights attaching thereto have been assigned or charged to the Security Agent and Trustee as security for the payment and discharge of the Liabilities (as defined in the Debenture) under the terms and conditions of the Debenture.

For the avoidance of doubt and without prejudice to the Security Agent and Trustee's rights pursuant to the notification in the preceding paragraph, we hereby consent and irrevocably instruct you to transfer the Scripless Securities to the Security Agent and Trustee or as instructed by the Security Agent and Trustee.

The instructions and directions given in this letter cannot be revoked without the prior written consent of the Security Agent and Trustee.

We agree to bear and be solely responsible for all your fees, charges and expenses in respect of the Scripless Securities and in relation to the matters requested and authorised in this letter. The Security Agent and Trustee is not liable to you whatsoever whether directly or indirectly relating to our Sub-Account because we acknowledge that no liabilities can or was intended to pass to the Security Agent and Trustee by virtue of the mortgage, charge or assignment and further that such instructions in so far as they give rise to added obligations or liabilities are intended for our account.

If the above terms and conditions are acceptable to you, please sign on this letter as well as the duplicate thereof and return the latter to us.

This notice is governed by Singapore law.

Yours faithfully,
for and on behalf of
[NAME OF CHARGOR]

Name:
Title:

Agreed and accepted by:

Name:
Title:
for and on behalf of
[Security Agent and Trustee]

SCHEDULE 11

Form of Notice of Assignment of Insurances

[Date]

To: [Insurer]

Dear Sirs,

Re : Insurance Policy No. [_____]

We hereby give you notice that, by a deed of debenture dated [_____] (the "Debenture"), we have assigned to [_____] as security agent (the "Security Agent and Trustee") for and on behalf of the Secured Parties (as referred to in the Debenture) by way of security all of our rights, title, benefit and interest in and to the above policy.

This notice shall be irrevocable without the Security Agent and Trustee's written consent.

Please acknowledge receipt of this notice by signing and returning one copy of this notice to ourselves and one to the Security Agent and Trustee.

Yours faithfully,

[NAME OF CHARGOR]

[Acknowledgement on copy]:

We hereby acknowledge receipt of a notice of assignment of which this is a copy and confirm that we have not received any other notice of the assignment of the insurances herein stated to have been assigned.

for and on behalf
of
[Insurer]

SCHEDULE 12

Existing Encumbrances

[to be completed by the Chargor as appropriate]

IN WITNESS WHEREOF this Deed has been duly executed on the date stated at the beginning of this Deed.

THE COMMON SEAL of)
[NAME OF CHARGOR])
was hereunto affixed)
in the presence of:)

Director

Director/Secretary

I, _____, an Advocate and Solicitor of the Supreme Court of the Republic of Singapore practising in Singapore hereby certify that on _____, 2010 the Common Seal of the Chargor was duly affixed to the above Deed at Singapore in my presence in accordance with the Articles of Association of the Chargor (which Articles of Association have been produced and shown to me).

Witness my hand this _____ day of _____ 2010.

**APPENDIX 6
(LIST OF WHOLLY OWNED SUBSIDIARIES WHICH WILL BE CHARGORS)**

No.	Name of wholly owned subsidiary	Restructuring plans for wholly owned subsidiary	Timeframe within which such winding up, striking off, disposal or conversion is expected to commence	Net Tangible Assets as at 31 October 2010
1.	Greenworld Holdings Pte. Ltd.	To be disposed of	*	358,323
2.	Tsing Yi Enterprises Pte. Ltd.	To be wholly owned by ASCT	*	(7,699,695)
3.	Tsingtech Recycling Pte. Ltd.	To be transferred to New Tsing Yi	*	696,761
4.	SCT China (S) Pte. Ltd.	To be struck off	*	(7,592,258)
5.	SCT Western (S)	To be struck off	Already commenced	0
6.	EverGlory Logistics	Disposing assets	*	1,253,219
7.	Seah Metal Industries	To be struck off	*	68,913
8.	SCT Technologies (Kunshan)	To be disposed of	*	0
9.	ASCT (M) Sdn Bhd	To be transferred to Asia Copper	*	(28,458)
10.	SCT Copper (Shenyang)	To be transferred to Asia Copper	*	140,826
11.	PT NCC	To be disposed of	*	(450,487)
12.	Singapore Copper	In liquidation (not included in fixed and floating charge)		

* Commencement date not beyond 6 months from Effective Date (note: some would commence before end December 2010)

**APPENDIX 7
GUARANTEES**

No.	Name of Guarantor	Name of Beneficiary	Amount Guaranteed
1.	SCT Technologies Pte. Ltd.	The Finance Parties (as defined in the Syndicated Loan Facility Agreement)	All monies owing

**APPENDIX 8
SUBSIDIARY FACILITIES**

No.	Date	Lender	Borrower	Amount
1.	17 Jan 2008	MayBank - HP	Everglory Pte Ltd	SGD126,962
2.	17 Jan 2008	MayBank - HP	Everglory Pte Ltd	SGD126,962
3.	25 Jun 2009	MayBank - HP	Everglory Pte Ltd	SGD118,859
4.	3 Apr 2008	OCBC - HP	Everglory Pte Ltd	SGD87,785
5.	16 Apr 2008	OCBC - HP	Everglory Pte Ltd	SGD87,785
6.	5 Dec 2007	HSBC – HP	SCT Technologies (M) Sdn Bhd	MYR1,057,680
7.	5 Dec 2007	HSBC - Overdraft facility	SCT Technologies (M) Sdn Bhd	MYR300,000
8.	19 August 2010	Williams Auto Pte Ltd - HP	Asia Copper Pte Ltd	SGD 43,456

APPENDIX 9

ASSETS OF THE CHARGORS THAT ARE LEASED OUT, TO BE SOLD OR TRANSFERED

SN.	Description	Serial Number	Location	NBV as at 31 Oct 2010
	Lease out			
1	Truck, Nissan CWB536PHN	XB 7410J	10 Kranji Crescent, Singapore 728860	21,581.10
2	Truck, ISUZU CXZ50Q	XB 7169G	10 Kranji Crescent, Singapore 728860	-
3	Nissan Cabstar 1.85 Ton	GY 2236J	10 Kranji Crescent, Singapore 728860	2,575.74
4	Toyota 3.0 Ton	Chassis No : 1DZ-0034381	10 Kranji Crescent, Singapore 728860	1,911.71
5	Nissan 3.0 Ton	Chassis No : GJ02-200035	10 Kranji Crescent, Singapore 728860	2,466.96
6	Toyota 3.0 Ton	Chassis No : 5FD30-63970	10 Kranji Crescent, Singapore 728860	
7	Nissan 4.5 Ton	Chassis No : S6S-020695	10 Kranji Crescent, Singapore 728860	8,127.78
8	Toyota 4.5 Ton	Chassis No : 7FDA50-11144	10 Kranji Crescent, Singapore 728860	0
9	Toyota 3.0 Ton	Chassis No : 606FD-30-10496	10 Kranji Crescent, Singapore 728860	5,500
10	Toyota 4.5 Ton	Chassis No : 13Z-0005407	10 Kranji Crescent, Singapore 728860	-
11	Toyota 4.0 Ton	Chassis No : 7FDA50-21179	10 Kranji Crescent, Singapore 728860	38,512.5
12	Toyota 1.0 Ton	Chassis No :	10 Kranji Crescent,	5,891.73

SN.	Description	Serial Number	Location	NBV as at 31 Oct 2010
		5FBR10-30157	Singapore 728860	
13	5 units of baling machines		10 Kranji Crescent, Singapore 728860	13,783
14	3 units cleaning & sizing shear Model : 407	SN : 615/618/620	10 Kranji Crescent, Singapore 728860	3,166.96
15	STEMCOR- Deltax Alligator Shear (DTX400)	SN : 0400008 (Tag 10)	10 Kranji Crescent, Singapore 728860	0
16	AL-Jon Model 550 Automatic Shear Baler	SN:13851	10 Kranji Crescent, Singapore 728860	51,360.68
17	Niton XRF Alloy Analyzer #Model:XLT-898HE BKM	SN:13814	10 Kranji Crescent, Singapore 728860	52,347.02

To be sold				
18	Truck, Nissan CWB536PHN	XB 7140M	10 Kranji Crescent, Singapore 728860	5,759.41
19	Volkswagen Caddy 1.9 Ton	GU 5808K	10 Kranji Crescent, Singapore 728860	0
20	Nissan URVAN	PA 4635Y	10 Kranji Crescent, Singapore 728860	0
21	2 units of baling machines		4 Tuas View Circuit Singapore 637356	0
22	1 unit of baling machines		4 Tuas View Circuit Singapore 637356	3,123.31
23	1 unit of baling machines		10 Kranji Crescent, Singapore 728860	0
24	Cutter Machine	Tag 5	4 Tuas View Circuit Singapore 637356	0
25	Hydraulic Briquette Machine	Tag 6	4 Tuas View Circuit Singapore 637356	0

SN.	Description	Serial Number	Location	NBV as at 31 Oct 2010
26	Cathode Machine	Tag 7	4 Tuas View Circuit Singapore 637356	0
27	Cathode Machine	Tag 8	4 Tuas View Circuit Singapore 637356	0
28	Cutter Machine	SN : 08100613 (Tag 9)	4 Tuas View Circuit Singapore 637356	0
29	Press Machine	Tag 11	4 Tuas View Circuit Singapore 637356	0
30	Shearing machine Model: AUTOSHEAR	Tag 12	4 Tuas View Circuit Singapore 637356	0
31	Y81-315 Baling Press (Compactor)		4 Tuas View Circuit Singapore 637356	0
32	PlasMACH-Crusher		4 Tuas View Circuit Singapore 637356	0
33	6 units of steel strapping tools		10 Kranji Crescent, Singapore 728860	0
34	2 units of air receiver	SN : SL8/64954 & SN : 27321	4 Tuas View Circuit Singapore 637356	0
35	1 set of Gravity Roller Conveyor & Ball transfer table		4 Tuas View Circuit Singapore 637356	0
36	2 units of Heavy Duty Pick Up Trolley		4 Tuas View Circuit Singapore 637356	0
37	Hydraulic Press Machine	SN : 3478	12 Defu Lane 7 Singapore 539336	0
38	AL Jon Machine Model 550 baler	SN:13391	10 Kranji Crescent, Singapore 728860	0
39	Portable Metal Scan	SN: 1650	10 Kranji Crescent, Singapore 728860	0
40	9 units of weighing scales		10 Kranji Crescent,	0

SN.	Description	Serial Number	Location	NBV as at 31 Oct 2010
			Singapore 728860	
41	97 units of metal bins		12 Defu Lane 7, Singapore 539336 10 Kranji Crescent, Singapore 728860 4 Tuas View Circuit, Singapore 637356	0
42	Welding Machine & Precision Granite Plate		4 Tuas View Circuit, Singapore 637356	0
	To be put under JV company			
43	Aluminium Furnace		Lot PT 119940, Jalan Sungai Pinang 5/14, Taman Perindustrian Pulau Indah Fasa 2, 42920 Pelabuhan Barat, Selangor, Malaysia.	60,000

Assets under Defu Lane to be put under JV (transferred from Schedule 8)

			NBV as at 31 Aug 2010
	Commercial Vehicle :		
1	Truck, Nissan CWB520PHN	XB 3786B	515
2	Truck, ISUZU CXZ50Q	XB 6944S	0
3	Toyota DYNA 150-D	GU 4728 P	8,750
	Forklift :		
4	Nissan 4.5 Ton	Chassis No : F19C-85004	9,411.11
5	Toyota 4.0 Ton	Chassis No : 02-7FD40-10980	7,875.12
6	Nissan 2.5 Ton		6,975.00
7	Toyota 3 Ton	Chassis No : 606FD30-10500	3,745.34

	Machinery and equipment:		
8	2 units of baling machines		9,600
9	Cutting Machine	Model . HG-06-84	0
10	STEMCOR- Deltax Alligator Shear (DTX400)	SN : 0400010	2,546.78
11	Deltax Alligator shear	SN : 348 / 1995	0
12	Spectrum Analyzer Model XLP-818 Alloy XRF	SN: 6759	26,071.18
13	6 units of weighing scales		3,730.03
14	27 units of metal bins		3,236.65
15	Steel strapping tool	SN : 035065	47.98

Assets other than plant & machinery and motor vehicles

	Office equipment, software, computers, fittings & fixtures		10 Kranji Crescent, Singapore 728860 12 Defu Lane 7, Singapore 539336	105,425.02
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Assets under Everglory Pte Ltd to be disposed

<u>S/N</u>	<u>Description</u>	<u>NBV as at 31 October 2010</u>
1	91 trailers	465,746.53
2	13 prime movers	537,263.52
3	2 private cars	23,297.40

APPENDIX 10

LIST OF BREACHES

Advance SCT Limited / Tsing Yi Enterprises Pte Ltd

Breach of Bank Covenants

Pursuant to Clause 10.2(xxii) of the Advance SCT Limited Scheme of Arrangement

Tsing Yi Enterprises Pte Ltd Banks Bangkok Bank UOB	Types Trade Lines/OD/STL Trade Lines/STL	Financial Covenant NIL NIL
Advance SCT Banks Syndicated Loan	Types Syndication	Financial Covenant NTA > \$61m Consolidated net borrowing/ Consolidated tangible net worth > 2.1
SCT (M) Sdn Bhd Banks HSBC	Types HP/OD	Financial Covenant (1) Dividend declared for any financial year should not exceed the net profit after tax for that year (2) ASCT to submit audited accounts by 30th June annually

EON Bank (Malaysia)

Claimed on ASCT for its Corporate Guarantee in favour of TTM Industries (M) Sdn. Bhd. (a former subsidiary) - Letter of Demand received on 24 February 2010. Announcement No. 0005, dated 26 February 2010, Page 7 of Company's Full Year Financial Statements for the year ended 31 December 2009. Further announced in the Annual Report 2009 & updated in Announcement no. 00116 on 6 July 2010.

HSBC (Malaysia)

Claimed on ASCT for its Corporate Guarantee in favour of its subsidiary, SCT Technologies (M) Sdn. Bhd. - Letter of Demand received on 30 June 2009. Announcement no. 00215, dated 30 June 2010.

Corporate Guarantees

There are other claims on Corporate Guarantees (CG) granted by ASCT as below, which the announcement was not made due to non-receipt of any letter of demand to ASCT, but the bankers filed in Proof of Debts:

CG granted by ASCT for SCT Technologies Pte Ltd

- UOB
- IFS
- Standard Chartered

CG granted by ASCT for Singapore Copper Technologies Pte Ltd

- UOB

In addition, please see SGX Announcements from January 2008 to date, Annual Report 2008 and Annual Report 2009.