

## Extraordinary/ Special General Meeting::Voluntary

## Issuer &amp; Securities

<b>Issuer/ Manager</b>	THAKRAL CORPORATION LTD
<b>Security</b>	THAKRAL CORPORATION LTD - SG1C19013145 - T04

## Announcement Details

<b>Announcement Title</b>	Extraordinary/ Special General Meeting
<b>Date &amp; Time of Broadcast</b>	13-Apr-2015 17:28:55
<b>Status</b>	New
<b>Announcement Reference</b>	SG150413XMETUQ0D
<b>Submitted By (Co./ Ind. Name)</b>	Anil Daryanani
<b>Designation</b>	Chief Financial Officer

## Event Narrative

<b>Narrative Type</b>	<b>Narrative Text</b>
Additional Text	Please refer to the announcement on despatch of the Circulars, Notice of Extraordinary General Meeting and Circulars attached.

## Event Dates

<b>Meeting Date and Time</b>	29/04/2015 16:00:00
<b>Response Deadline Date</b>	27/04/2015 16:00:00

## Event Venue(s)

<b>Place</b>	
<b>Venue(s)</b>	<b>Venue details</b>
Meeting Venue	Cinnamon Room, Level 5, Novotel Singapore Clarke Quay, 177A River Valley Road, Singapore 179031

<b>Attachments</b>
<p><a href="#">ThakralCorp Annmt Notice Despatch Circulars 20150413.pdf</a></p> <p><a href="#">ThakralCorp EGM Notice 20150414.pdf</a></p> <p><a href="#">ThakralCorp Cir ShareConso 20150414.pdf</a></p> <p><a href="#">ThakralCorp Cir AcquisitionDilution 20150414.pdf</a></p> <p><a href="#">ThakralCorp Cir TCHESOS 20150414.pdf</a></p> <p>Total size =509K</p>

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**THAKRAL CORPORATION LTD**  
(Incorporated in the Republic of Singapore on 7 October 1993)  
(Company Registration No. 199306606E)

## **ANNOUNCEMENT**

### **NOTICE OF DESPATCH OF CIRCULARS TOGETHER WITH NOTICE OF EXTRAORDINARY GENERAL MEETING TO SHAREHOLDERS**

*Unless otherwise defined, all capitalised terms used herein shall have the meanings ascribed to them in the Company's announcements dated 29 January 2015, 1 April 2015 and 8 April 2015 in relation to the Proposed Acquisition, the Proposed Dilution, the proposed adoption of the TCH ESOS and the Proposed Share Consolidation (the "**Proposed Transactions**").*

#### **1. Despatch of circulars together with the Notice of EGM**

The Company wishes to announce that the circulars to Shareholders setting out information on the Proposed Transactions, together with the Notice of EGM, will be despatched to Shareholders on 14 April 2015. A copy of the circulars and the Notice of EGM to Shareholders will also be available on the SGX-ST website at [www.sgx.com](http://www.sgx.com).

Shareholders who do not receive the circulars within one calendar week from the date of this announcement should contact the Share Registrar of the Company, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623.

#### **2. Revision of issue price of Consideration Shares**

The Company wishes to update Shareholders that in light of recent market conditions, the issue price of S\$80.80 for each Consideration Share to the Vendors in consideration for the sale of the Sale Shares (as announced on 29 January 2015) has been revised to S\$70.00 per Consideration Share by mutual agreement of the parties to the Share Sale Agreement. Please refer to the circular in respect of the Proposed Acquisition and the Proposed Dilution for the updated information.

#### **3. Inter-conditionality of Ordinary Resolutions 1 and 2**

The Company wishes to highlight that ordinary resolutions 1 and 2 as set out in the Notice of EGM relating to the Proposed Acquisition and the Proposed Dilution respectively are inter-conditional. **In the event that ordinary resolution 1 or 2 is not approved, the other ordinary resolution 1 or 2 will not be approved.**

On behalf of the Board

Natarajan Subramaniam  
Independent Non-Executive Chairman

Singapore, 13 April 2015



# THAKRAL CORPORATION LTD

(Incorporated in Singapore)  
(Company Registration No. 199306606E)

## NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting (“EGM”) of Thakral Corporation Ltd (the “Company”) will be held at Cinnamon Room, Level 5, Novotel Singapore Clarke Quay, 177A River Valley Road, Singapore 179031 on 29 April 2015 at 4.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second annual general meeting of the Company to be held at 3.00 p.m. on the same day at the same place), for the purpose of considering and, if thought fit, passing (with or without any modifications) the following ordinary resolutions as set out on page N-1 of each of the circulars dated 14 April 2015 in relation to (i) the Proposed Acquisition and the Proposed Dilution; (ii) the proposed adoption of the Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme; and (iii) the Proposed Share Consolidation (together, the “Circulars”):

*All capitalised terms used in this notice of EGM which are not defined herein shall have the same meanings ascribed to them in the Circulars.*

### **ORDINARY RESOLUTION 1: THE PROPOSED ACQUISITION OF 49% OF THE ISSUED AND PAID-UP SHARE CAPITAL OF TCAP BY TCH, RESULTING IN TCAP BEING A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY**

THAT approval be and is hereby given:

- for the Proposed Acquisition on the terms and subject to the conditions set out in the Share Sale Agreement; and
- for the Directors of the Company and each of them to be authorized to take such steps, enter into all such transactions, arrangements and agreements and execute all such documents as may be necessary or expedient for the purpose of completing the Proposed Acquisition and/or the transactions contemplated by this resolution.

### **ORDINARY RESOLUTION 2: THE PROPOSED DILUTION OF UP TO 25% OF THE COMPANY'S SHAREHOLDING INTEREST IN TCH, A PRINCIPAL SUBSIDIARY OF THE COMPANY, RESULTING FROM THE ISSUANCE OF NEW SHARES IN TCH PURSUANT AS PURCHASE CONSIDERATION FOR THE PROPOSED ACQUISITION**

THAT approval be and is hereby given for the Proposed Dilution, and any of the Directors of the Company be and is hereby authorised to do all such acts and things (including, without limitation, entering into all such transaction, arrangements and agreements and executing all such documents) as they may consider necessary or expedient for the purposes of giving full effect to this resolution.

### **ORDINARY RESOLUTION 3: THE PROPOSED ADOPTION OF THE THAKRAL CAPITAL HOLDINGS PTE. LTD. EMPLOYEE SHARE OPTION SCHEME**

That the employee share option scheme to be named the “Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme” (the “TCH ESOS”), the rules of which have been set out in Appendix A of the Circular, be and is hereby approved and adopted, and the Directors of the Company be and are hereby authorised:

- to establish and administer the TCH ESOS;
- to modify and/or amend the TCH ESOS from time to time provided that such modifications and/or amendments are effected in accordance with the rules of the TCH ESOS and to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the TCH ESOS; and
- to grant options (the “Options”) in accordance with the rules of the TCH ESOS and to allot and issue or deliver from time to time such number of new TCH Shares or TCH Treasury Shares required pursuant to the exercise of the options under the TCH ESOS.

### **ORDINARY RESOLUTION 4: PROPOSED SHARE CONSOLIDATION**

That with effect from the date to be determined by the Directors of the Company (“Directors”) and pursuant to the Articles of Association of the Company, approval be and is hereby given:

- for the proposed consolidation of every twenty (20) existing issued ordinary shares in the capital of the Company (“Existing Shares”) held by shareholders of the Company (“Shareholders”) as at a books closure date to be determined by the Directors (“Books Closure Date”) into one (1) Consolidated Share in the manner set out in the Circular (“Proposed Share Consolidation”);
- for the Directors to disregard any fraction of a Consolidated Share which may arise from the Proposed Share Consolidation pursuant to paragraph (a) above, and for all fractions of Consolidated Shares to which holders of the Existing Shares would otherwise be entitled to, to be aggregated and re-purchased by the Company and cancelled in accordance with the Memorandum and Articles of Association of the Company;
- for the Directors to be authorised to fix the Books Closure Date and the date on which the Shares will trade on the Mainboard of the Singapore Exchange Securities Trading Limited (“SGX-ST”) in board lots of 100 Consolidated Shares in their absolute discretion as they deem fit; and
- for the Directors and each of them to be authorised and empowered to complete and do and execute all such things and acts (including, without limitation, executing all such documents as may be required) as they or he may think necessary or expedient to give effect to this ordinary resolution, with such modifications thereto (if any) as they or he shall think fit in the interests of the Company.

BY ORDER OF THE BOARD

Chan Wan Mei  
Company Secretary

Singapore, 14 April 2015

#### **Notes:-**

- A member of the Company entitled to attend and vote at the EGM is entitled to appoint one (1) or two (2) proxies to attend and vote in his/her stead. A proxy need not be a member of the Company.
- The instrument appointing a proxy or proxies must be deposited together with the power of attorney (if any) under which it is signed or a notarially certified copy thereof at the Registered Office of the Company at 20 Upper Circular Road, #03-06 The Riverwalk, Singapore 058416, not less than 48 hours before the time for holding the EGM.

#### **PERSONAL DATA PRIVACY:**

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “Purposes”), and (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes.

CIRCULAR DATED 14 APRIL 2015

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

**Please read this Circular carefully. If you are in doubt about its contents or the action you should take, you should consult your legal, financial, tax or other professional adviser immediately.**

If you have sold or transferred all your shares in the capital of Thakral Corporation Ltd (the “**Company**”) represented by physical share certificate(s), you should immediately forward this Circular together with the Notice of Extraordinary General Meeting and the accompanying Proxy Form immediately to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or the transferee.

The Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) assumes no responsibility for the correctness of any of the statements made, opinions expressed or reports contained in this Circular. The in-principle approval from the SGX-ST is not to be taken as an indication of the merits of the Proposed Share Consolidation, the Consolidated Shares, the Company, its subsidiaries or the Shares.



## **THAKRAL CORPORATION LTD**

(Incorporated in Singapore)  
(Company Registration No. 199306606E)

**CIRCULAR TO SHAREHOLDERS IN RELATION TO THE PROPOSED CONSOLIDATION OF EVERY TWENTY (20) EXISTING ISSUED ORDINARY SHARES IN THE CAPITAL OF THE COMPANY HELD BY SHAREHOLDERS OF THE COMPANY AS AT A BOOKS CLOSURE DATE TO BE DETERMINED, INTO ONE (1) ORDINARY SHARE IN THE CAPITAL OF THE COMPANY, FRACTIONAL ENTITLEMENTS TO BE DISREGARDED**

### **IMPORTANT DATES AND TIMES**

- Last date and time for lodgement of Proxy Form : 27 April 2015 at 4.00 p.m.
- Date and time of Extraordinary General Meeting : 29 April 2015 at 4.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second Annual General Meeting of the Company to be held at 3.00 p.m. on the same day at the same place).
- Place of Extraordinary General Meeting : Cinnamon Room, Level 5  
Novotel Singapore Clarke Quay  
177A River Valley Road  
Singapore 179031

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## DEFINITIONS

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In this Circular, the following definitions apply throughout unless otherwise stated:-

<b>“Act” or “Companies Act”</b>	:	The Companies Act (Chapter 50) of Singapore, as amended, supplemented or modified from time to time
<b>“Auditors”</b>	:	The auditors for the time being of the Company
<b>“Board”</b>	:	The board of Directors of the Company for the time being
<b>“Books Closure Date”</b>	:	The time and date to be determined by the Directors at and on which the Register of Members and the Share Transfer Books will be closed to determine the entitlements of Shareholders to the Consolidated Shares under the Proposed Share Consolidation
<b>“CDP”</b>	:	The Central Depository (Pte) Limited
<b>“Circular”</b>	:	This circular to Shareholders dated 14 April 2015
<b>“Committee”</b>	:	A committee comprising Directors, duly authorised and appointed by the Board to administer the ESOS
<b>“Company”</b>	:	Thakral Corporation Ltd
<b>“Concessionary Period”</b>	:	Has the meaning ascribed to it in Clause 2.5.2
<b>“Consolidated Shares”</b>	:	Consolidated Shares after completion of the Proposed Share Consolidation
<b>“Director(s)”</b>	:	Director(s) of the Company for the time being
<b>“Effective Trading Date”</b>	:	The date on which the Shares will trade on the Mainboard of the SGX-ST in board lots of 100 Consolidated Shares
<b>“EGM”</b>	:	The extraordinary general meeting of the Company to be held on 29 April 2015, notice of which is given in the Notice of Extraordinary General Meeting set out on page N-1 of this Circular
<b>“EPS”</b>	:	Earnings per Share
<b>“ESOS”</b>	:	The Company’s existing employee share option scheme known as the “Thakral Corporation Employees’ Share Option Scheme 2001” (approved and adopted on 30 March 2001, and the rules of which were revised and approved on 30 July 2004)
<b>“Existing Shares”</b>	:	Shares prior to the Proposed Share Consolidation
<b>“FY”</b>	:	The financial year ended, or as the case may be, ending 31 December
<b>“Latest Practicable Date”</b>	:	The latest practicable date prior to the printing of this Circular for ascertaining information included herein, being 31 March 2015
<b>“Listing Manual”</b>	:	The listing manual of the SGX-ST, as amended or modified from time to time
<b>“L&amp;Q Notice”</b>	:	Listing and quotation notice dated 8 April 2015

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## DEFINITIONS

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“ <b>Market Day</b> ”	:	A day on which the SGX-ST is open for trading in securities
“ <b>Memorandum and Articles</b> ”	:	The Memorandum and Articles of Association of the Company, as amended from time to time
“ <b>New Share Certificates</b> ”	:	Has the meaning ascribed to it in Clause 2.4.1
“ <b>Notice of EGM</b> ”	:	The notice of EGM as set out on page N-1 of this Circular
“ <b>NTA</b> ”	:	Net tangible assets
“ <b>Old Share Certificates</b> ”	:	Has the meaning ascribed to it in Clause 2.4.1
“ <b>Options</b> ”	:	The employee share options issued or to be issued pursuant to the ESOS
“ <b>Proposed Share Consolidation</b> ”	:	The proposed consolidation of every twenty (20) Existing Shares held by Shareholders as at the Books Closure Date into one (1) Consolidated Share, fractional entitlements to be disregarded
“ <b>Register of Members</b> ”	:	The register of members of the Company
“ <b>Securities Account</b> ”	:	Securities account maintained by a Depositor with CDP (but does not include a securities sub-account maintained with a Depository Agent)
“ <b>SGX-ST</b> ”	:	Singapore Exchange Securities Trading Limited
“ <b>Share(s)</b> ”	:	Ordinary share(s) in the capital of the Company
“ <b>Shareholders</b> ”	:	Registered holders of the Shares, except that where the registered holder is CDP, the term “ <b>Shareholders</b> ” shall, in relation to such Shares and where the context admits, mean the persons named as Depositors in the Depository Register maintained by CDP whose Securities Accounts are credited with those Shares
“ <b>Share Registrar</b> ”	:	Boardroom Corporate & Advisory Services Pte. Ltd.
“ <b>Share Transfer Books</b> ”	:	The share transfer books of the Company
“ <b>Subscription Price</b> ”	:	The price at which (subject to any adjustments) a person for the time being holding an Option shall subscribe for each Share upon the exercise of such Option
“ <b>Substantial Shareholders</b> ”	:	Shareholders who are beneficial owners of 5% or more of Shares
“ <b>S\$</b> ” or “ <b>cents</b> ”	:	Dollars and cents respectively of the currency of Singapore

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

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

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

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## DEFINITIONS

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Any reference to a time of day in this Circular shall be a reference to Singapore time unless otherwise stated. Any reference to any enactment is a reference to that enactment as for the time being amended or re-enacted.

Any term defined under the Act or the Listing Manual, or any statutory modification thereof and used in this Circular shall, where applicable, have the meaning ascribed to it under the Act or the Listing Manual, or such modification thereof, as the case may be, unless otherwise provided.



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## LETTER TO SHAREHOLDERS

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### THAKRAL CORPORATION LTD

(Incorporated in Singapore)  
(Company Registration No. 199306606E)

#### **Directors**

Natarajan Subramaniam (Independent Non-Executive Chairman and Director)  
Kartar Singh Thakral (Executive Director)  
Bikramjit Singh Thakral (Alternate Non-Executive Director to Kartar Singh Thakral)  
Inderbethal Singh Thakral (Executive Director)  
Jaginder Singh Pasricha (Executive Director)  
Lee Ying Cheun (Independent Non-Executive Director)  
Pratap Chinnan Nambiar (Independent Non-Executive Director)  
Dileep Nair (Independent Non-Executive Director)

#### **Registered Office**

20 Upper Circular Road  
#03-06 The Riverwalk  
Singapore 058416

14 April 2015

To: Shareholders of Thakral Corporation Ltd

Dear Shareholders,

#### **1. BACKGROUND**

On 1 April 2015, the Company announced that it is proposing to seek Shareholders' approval to undertake a share consolidation of every twenty (20) Existing Shares held by Shareholders as at a Books Closure Date into one (1) Consolidated Share, fractional entitlements to be disregarded.

The purpose of this Circular is to explain the reasons for, and to provide Shareholders with, information in relation to the Proposed Share Consolidation.

#### **2. THE PROPOSED SHARE CONSOLIDATION**

##### **2.1 Basis of the Proposed Share Consolidation**

Under the Proposed Share Consolidation, every twenty (20) Existing Shares registered in the name of each Shareholder as at the Books Closure Date will be consolidated to constitute one (1) Consolidated Share. Each Consolidated Share will rank *pari passu* in all respects with each other. The Consolidated Shares will be traded in board lots of 100 Consolidated Shares.

As at the Latest Practicable Date, the Company has an issued and paid-up share capital of 2,617,213,668 Shares<sup>(1)</sup>. Following the Proposed Share Consolidation, the Company will have an issued share capital of 130,860,683 Consolidated Shares. On the assumption that all the outstanding Options are exercised and that all the new Shares that are required to be allotted and issued are allotted and issued on or before the Books Closure Date, following the implementation of the Proposed Share Consolidation, the Company will have a share capital of 130,936,308 Consolidated Shares.

Shareholders should note that the number of Consolidated Shares which Shareholders will be entitled to, based on their holdings of Existing Shares as at the Books Closure Date, will be rounded down to the nearest whole Consolidated Share and any fractions of a Share arising from the Proposed Share Consolidation shall be disregarded. Fractions of a Consolidated Share arising from the Proposed Share Consolidation will be aggregated and subject to specific Shareholders' approval, be re-purchased by the Company and cancelled in accordance with the Memorandum and Articles of Association.

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## LETTER TO SHAREHOLDERS

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Save for the re-purchase and cancellation of fractions of a Consolidated Share, the Proposed Share Consolidation will have no other impact on the issued and paid-up share capital of the Company. Save for the re-purchase and cancellation of fractions of a Consolidated Share, the Proposed Share Consolidation will not involve the diminution of any liability in respect of unpaid capital or the payment to any Shareholder of any paid-up capital of the Company, and has no other effect on the shareholders' funds of the Company and its subsidiaries. Shareholders will not be required to make any payment to the Company in respect of the Proposed Share Consolidation. The Proposed Share Consolidation will not cause any changes to the percentage shareholding of each Shareholder, other than non-material changes due to rounding. For illustrative purposes, the closing market price of the Shares on the Latest Practicable Date on which the Shares were traded on the SGX-ST is S\$0.024 and upon completion of the Proposed Share Consolidation, the theoretical share price of each Consolidated Share is S\$0.48.

**Note:-**

- (1) The Company has an existing employee share option scheme known as the "Thakral Corporation Employees' Share Option Scheme 2001" (approved and adopted on 30 March 2001, and the rules of which were revised and approved on 30 July 2004) (the "ESOS"). As at the Latest Practicable Date, the number of shares that may be issued upon the exercise of all the outstanding Options is 1,512,500 Shares.

### 2.2 Rationale for the Proposed Share Consolidation

The Board believes that the Proposed Share Consolidation will generally be beneficial to the Company and its Shareholders for the following reasons:

**(a) Compliance with the Minimum Trading Price Requirement**

With effect from 2 March 2015, the SGX-ST implemented a minimum trading price requirement of S\$0.20 per share for shares of issuers listed on the Mainboard of the SGX-ST as a continuing listing requirement. A one-time transition period of twelve (12) months will be given to affected issuers to undertake the necessary corporate actions to meet this new requirement. Issuers who fail to meet such minimum trading price requirement after the transition period will be placed on the watch list and will be delisted after a thirty-six (36) months cure period. As such, the Directors believe that the Proposed Share Consolidation will generally be beneficial to the Company and Shareholders as the Proposed Share Consolidation would facilitate the Company's ability to satisfy and be in compliance with the minimum trading price requirement.

On the assumption that the Proposed Share Consolidation had been in place for the six (6) months prior to the Company making the announcement on the Proposed Share Consolidation on 1 April 2015, the theoretical adjusted 6-month volume weighted average price of the Shares pursuant to the Proposed Share Consolidation will be S\$0.482.

**(b) Reduction of the Magnitude of Volatility of the Shares**

For the past six (6) calendar months prior to the Latest Practicable Date, the absolute price of the Shares had traded in a range of between S\$0.020 and S\$0.028. The highest and lowest closing market prices for each month and the transacted volume of the Shares traded on the Mainboard of the SGX-ST for each month, for the period from 1 September 2014 to the Latest Practicable Date, are as follows:

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## LETTER TO SHAREHOLDERS

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	Highest Price (S\$)	Lowest Price (S\$)	Volume of traded Shares (Million)
September 2014	0.028	0.026	12.53
October 2014	0.027	0.024	9.53
November 2014	0.027	0.024	6.39
December 2014	0.025	0.023	4.08
January 2015	0.025	0.022	6.79
February 2015	0.024	0.022	9.94
1 March 2015 to the Latest Practicable Date	0.024	0.020	13.22

Source: Bloomberg Finance L.P.

As share trading may involve certain minimum fixed expenses (such as minimum brokerage fees), low traded Share prices translate to higher transaction costs, relative to the trading price, for each trading of one board lot of Shares. In addition, the low traded Share price may encourage speculation in the Shares, which may result in excessive Share price volatility. The Board therefore believes that the Proposed Share Consolidation may serve to reduce the fluctuation in magnitude of the Company's market capitalisation and reduce the percentage transaction cost for trading in each board lot of Shares.

**(c) Increase in the Market Interest and Attractiveness of the Company and its Shares**

The Proposed Share Consolidation will rationalise the share capital of the Company by reducing the number of Shares outstanding. It is expected that, all other things being equal, the theoretical trading price and net tangible assets of each Consolidated Share would be higher than the trading price and net tangible assets of each existing Share following the decrease in the number of Shares in issue after the Proposed Share Consolidation. The Proposed Share Consolidation may also increase the profile of the Company amongst the institutional investors and the coverage of the Company amongst research houses and fund managers.

**However, Shareholders should note that there is no assurance that the Proposed Share Consolidation will achieve the desired results, nor is there assurance that such desirable results is sustainable in the longer term.**

### 2.3 Approvals and Conditions

The Proposed Share Consolidation is subject to, amongst other things:

- (a) the receipt of the L&Q Notice from the SGX-ST for the dealing in, listing of and quotation for up to 130,860,683 Consolidated Shares and 75,625 new Consolidated Shares to be issued upon the exercise of all the outstanding Options on the Mainboard of the SGX-ST; and
- (b) the approval of Shareholders by ordinary resolution at the EGM.

On 8 April 2015, the Company announced that it had received the L&Q Notice from the SGX-ST for the dealing in, listing of and quotation for up to 130,936,308 Consolidated Shares and new Consolidated Shares to be issued upon the exercise of all the outstanding Options, subject to:

- (i) Shareholders' approval for the Proposed Share Consolidation being obtained at the EGM to be convened; and
- (ii) compliance with the SGX-ST's listing requirements.

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## LETTER TO SHAREHOLDERS

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The L&Q Notice is not to be taken as an indication of the merits of the Proposed Share Consolidation, the Consolidated Shares, the Company, its subsidiaries and their securities.

Subject to the approval of the Proposed Share Consolidation by Shareholders at the EGM, an announcement will be made by the Company to notify Shareholders in due course of the Books Closure Date and the date on which the Shares will trade on the Mainboard of the SGX-ST in board lots of 100 Consolidated Shares (“**Effective Trading Date**”).

### 2.4 Updating of Register of Members and Depository Register for the Consolidated Shares

If Shareholders at the EGM approve the Proposed Share Consolidation, Shareholders’ entitlements to the Consolidated Shares will be determined on the Books Closure Date, based on their Shareholdings as at 5.00 p.m. on such date. The Register of Members and the Depository Register will be updated to reflect the number of Consolidated Shares held by Shareholders upon completion of the Proposed Share Consolidation, and the Shares will begin trading in board lots of 100 Consolidated Shares on the Effective Trading Date.

#### 2.4.1 Deposit of Share Certificates with CDP

Shareholders who hold physical share certificates for the Shares in their own names (“**Old Share Certificates**”) and who wish to deposit the same with CDP and have their Consolidated Shares credited to their Securities Accounts maintained with CDP must deposit their Old Share Certificates, together with duly executed instruments of transfer in favour of CDP, no later than twelve (12) Market Days prior to the Books Closure Date.

After the Books Closure Date, CDP will only accept the deposit of share certificates for Consolidated Shares (“**New Share Certificates**”). Shareholders who wish to deposit their share certificates with CDP after the Books Closure Date must first deliver their Old Share Certificates to the Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, for cancellation and issuance of New Share Certificates in replacement thereof as described below.

#### 2.4.2 Issue of New Share Certificates

Shareholders who have deposited their Old Share Certificates with CDP at least twelve (12) Market Days prior to the Books Closure Date need not take any action. The Company will make arrangements with CDP to effect the exchange for New Share Certificates pursuant to the Proposed Share Consolidation.

**Shareholders who have not deposited their Old Share Certificates as aforesaid or who do not wish to deposit their Old Share Certificates with CDP are advised to forward all their Old Share Certificates to the Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, as soon as possible after they have been notified of the Books Closure Date, for cancellation and exchange for New Share Certificates. No receipt will be issued by the Share Registrar upon receipt of any Old Share Certificates. The New Share Certificates will be sent by ordinary mail to the registered addresses of Shareholders at their own risk within ten (10) Market Days from the Books Closure Date or the date of receipt of the Old Share Certificates, whichever is later.**

Shareholders should note that New Share Certificates will not be issued to Shareholders unless their Old Share Certificates have already been tendered to the Share Registrar for cancellation.

Shareholders should notify the Share Registrar if they have lost any of their existing Old Share Certificates or if there is any change in their respective addresses from that reflected in the Register of Members of the Company.

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## LETTER TO SHAREHOLDERS

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Shareholders shall deliver their respective Old Share Certificates to the Share Registrar or CDP in accordance with the provisions set out above, only after the Company's announcement of the Books Closure Date.

### 2.4.3 Share Certificates Not Valid for Settlement of Trades on the Mainboard of the SGX-ST

Shareholders are reminded that their Old Share Certificates are no longer good for settlement of trading in the Shares on the Mainboard of the SGX-ST, as the Company is under a book-entry (scripless) settlement system, but will continue to be accepted by the Share Registrar for cancellation and issue of New Share Certificates in replacement thereof for an indefinite period. The New Share Certificates will not be valid for delivery for trades done on the Mainboard of the SGX-ST although they will continue to be *prima facie* evidence of legal title.

## 2.5 Trading Arrangements for the Shares and Odd Lots

### 2.5.1 Trading Arrangements for the Shares

Subject to the approval of the Proposed Share Consolidation by Shareholders at the EGM, with effect from 9.00 a.m. on the Effective Trading Date, trading in the Shares will be in board lots of 100 Consolidated Shares. Accordingly, twenty (20) Existing Shares as at 5.00 p.m. on the Market Day immediately preceding the Effective Trading Date will represent one (1) Consolidated Share with effect from 9.00 a.m. on the Effective Trading Date. Trading in the Existing Shares will cease after 5.00 p.m. on the Market Day immediately preceding the Effective Trading Date.

### 2.5.2 Trading Arrangements for Odd Lots

All fractional entitlements arising upon the completion of the Proposed Share Consolidation will be aggregated and subject to specific Shareholders' approval, be re-purchased by the Company and cancelled in accordance with the Memorandum and Articles of Association of the Company.

The Existing Shares are currently traded in board lots of 100 Shares in the ready market. Following the completion of the Proposed Share Consolidation, the Securities Accounts maintained with CDP of Shareholders (being Depositors) may be credited with odd lots of the Consolidated Shares (that is, lots other than board lots of 100 Consolidated Shares). The market for trading of such odd lots of Consolidated Shares may be illiquid. Shareholders who receive odd lots of Consolidated Shares pursuant to the Proposed Share Consolidation and who wish to trade in odd lots on the SGX-ST should note that the unit share market has been set up to allow trading in odd lots with a minimum size of one (1) Consolidated Share on the SGX-ST. The unit share market will enable trading in odd lots in any quantity less than one (1) board lot of the underlying shares in the ready market.

Further, the Company will be making an application to the SGX-ST for the setting-up of a temporary counter to allow Shareholders to trade in board lots of 1 Consolidated Share in the ready market. This temporary counter is proposed to be maintained for a period of two (2) calendar months commencing from the Effective Trading Date, excluding any period of suspension of trading of the Company's Shares on the SGX-ST (the "**Concessionary Period**"). After the Concessionary Period, Shareholders can trade in odd lots of Consolidated Shares on the SGX-ST's unit share market. The set-up of the temporary odd lot counter is strictly of a provisional nature.

Entitled Shareholders who continue to hold odd lots of less than 100 Consolidated Shares may find difficulty and/or have to bear disproportionate transaction costs in realising the fair market price of such Consolidated Shares.

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## LETTER TO SHAREHOLDERS

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### 3. FINANCIAL EFFECTS OF THE PROPOSED SHARE CONSOLIDATION

For illustration purposes only and based on the Company's audited consolidated financial statements for the financial year ended 31 December 2014 ("FY2014"), the financial effects of the Proposed Share Consolidation of the Company are set out below.

#### 3.1 Assumptions

For the purpose of this Section 3, the following assumptions apply:

- (a) the *pro forma* financial effects of the Proposed Share Consolidation on the share capital, NTA per Share, EPS and gearing of the Company are set out below and are prepared purely for illustration only and do not reflect the actual future financial situation of the Company after the completion of the Proposed Share Consolidation. The *pro forma* financial effects have been computed based on the FY2014 audited financial statements;
- (b) the number of Shares for the financial effects relating to the NTA per Share and the share capital of the Company are based on 2,617,213,668 issued Shares as at 31 December 2014;
- (c) there is no issuance of Shares from the exercise of any of the Options; and
- (d) the calculations below are based on the nearest Consolidated Share and have disregarded the potential impact of any fractions of a Share that may result from the Proposed Share Consolidation.

#### 3.2 Share Capital

	As at 31 December 2014	
	Before the Proposed Share Consolidation	After the Proposed Share Consolidation
Issued and paid up capital (S\$'000)	72,579	72,579
Number of Shares	2,617,213,668	130,860,683

#### 3.3 NTA

	As at 31 December 2014	
	Before the Proposed Share Consolidation	After the Proposed Share Consolidation
NTA (S\$'000)	98,190	98,190
Number of Shares	2,617,213,668	130,860,683
NTA per Share (cents)	3.75	75.03

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## LETTER TO SHAREHOLDERS

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### 3.4 EPS

	FY2014	
	Before the Proposed Share Consolidation	After the Proposed Share Consolidation
Loss attributable to Shareholders (S\$'000)	(112)	(112)
Weighted average number of Shares for basic EPS	2,617,213,668	130,860,683
Weighted average number of Shares for diluted EPS	2,617,213,668	130,860,683
EPS – basic (cents)	(0.00)	(0.09)
EPS – diluted (cents)	(0.00)	(0.09)

### 3.5 Gearing

The Proposed Share Consolidation will not affect the gearing of the Company.

## 4. EFFECT ON EMPLOYEE SHARE OPTIONS

Pursuant to the rules of the ESOS, if a variation in the issued share capital of the Company shall take place (including by way of a share consolidation), then:

- (a) the Subscription Price for the Shares;
- (b) the nominal value, class and/or number of Shares comprised in any Options to the extent unexercised and the rights attached thereto; and/or
- (c) the nominal value, class and/or number of Shares over which Options may be granted under the Scheme,

shall be adjusted in such manner as the Committee may determine to be appropriate and upon the written confirmation by the Auditors or other consultants (acting only as experts and not as arbitrators) that in their opinion such adjustment is fair and reasonable.

Notwithstanding the above, no such adjustment shall be made if the Committee, after considering all relevant circumstances, determines that it would be equitable not to make any adjustment, unless the Committee shall consider an adjustment to be appropriate, or unless the Committee determines that an adjustment should be made, having regard to market purchases of Shares undertaken by the Company from time to time during the period a share purchase mandate (or any renewal thereof) is in force.

Notwithstanding the above, in any circumstances where the Committee considers that an adjustment to the terms of the Options should not be made, or should be calculated on a different basis, or that an adjustment to the terms of the Options should be made notwithstanding that no such adjustment is required, the Committee may, upon the written confirmation of the Auditors, make, modify or nullify an adjustment in such manner as the Auditors consider to be reasonable and appropriate.

## LETTER TO SHAREHOLDERS

### 5. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

#### 5.1 Interest of Directors and Substantial Shareholders in the Company

The interests of the Directors and Substantial Shareholders (both direct and deemed) in the issued share capital of the Company as recorded in the Register of Directors' Shareholdings and the Register of Substantial Shareholdings of the Company as at the Latest Practicable Date are set out below:

	Direct Interest		Deemed Interest	
	No. of Shares	% <sup>(1)</sup>	No. of Shares	% <sup>(1)</sup>
<b>Directors</b>				
Natarajan Subramaniam	–	–	–	–
Kartar Singh Thakral	–	–	781,473,230 <sup>(2)</sup>	29.86
Inderbethal Singh Thakral	–	–	781,473,230 <sup>(2)</sup>	29.86
Jaginder Singh Pasricha	–	–	80,000,000 <sup>(3)</sup>	3.06
Lee Ying Cheun	–	–	–	–
Pratap Chinnan Nambiar	–	–	–	–
Dileep Nair	–	–	–	–
Bikramjit Singh Thakral	178,000	0.01	384,525,576 <sup>(4)</sup>	14.69
<b>Substantial Shareholders (other than Directors)</b>				
Manbeen Kaur Thakral	–	–	781,463,368 <sup>(5)</sup>	29.86
Thakral Investments Limited	194,412,792	7.43	587,050,576 <sup>(6)</sup>	22.43
Preview Investments Limited	137,525,000	5.25	449,525,576 <sup>(7)</sup>	17.18
Prime Trade Enterprises Limited	384,525,576	14.69	–	–
Venture Delta Limited	202,453,352	7.74	–	–
Constellation Star Holdings Limited	–	–	202,453,352 <sup>(8)</sup>	7.74
China Yuchai International Limited	–	–	202,453,352 <sup>(8)</sup>	7.74
HL Technology Systems Pte Ltd	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong (China) Limited	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong Asia Ltd.	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong Corporation Holdings Pte Ltd	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong Enterprises Pte. Ltd.	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong Investment Holdings Pte. Ltd.	–	–	202,453,352 <sup>(8)</sup>	7.74
Kwek Holdings Pte Ltd	–	–	202,453,352 <sup>(8)</sup>	7.74

**Notes:-**

- (1) Percentages are based on the issued capital of the Company as at the Latest Practicable Date.
- (2) Held through Thakral Investments Limited, TPL Investments Pte Ltd<sup>(9)</sup>, Preview Investments Limited, Prime Trade Enterprises Limited and Market Watch Ltd<sup>(10)</sup>.
- (3) Held through A.S.K. Holdings Sdn. Bhd., registered in the name of its nominee, HSBC (Singapore) Noms Pte Ltd.
- (4) Held through Prime Trade Enterprises Limited.



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## LETTER TO SHAREHOLDERS

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- (5) Held through Thakral Investments Limited, Preview Investments Limited, Prime Trade Enterprises Limited and Market Watch Ltd.
- (6) Held through Preview Investments Limited, Prime Trade Enterprises Limited and Market Watch Ltd.
- (7) Held through Prime Trade Enterprises Limited and Market Watch Ltd.
- (8) Held through Venture Delta Limited.
- (9) TPL Investments Pte Ltd holds 9,862 shares in the Company which amounts to an interest of 0.0004% in the Company.
- (10) Market Watch Ltd holds 65 million shares in the Company which amounts to an interest of 2.48% in the Company.

In addition, Mr. Jaginder Singh Pasricha is beneficially entitled to 12,250 shares amounting to 12.25% of the total issued share capital of TCAP Pte Ltd, a subsidiary of the Company.

Save as disclosed above, none of the Directors has any direct interest in the share capital of the Company or any of its subsidiaries and save for their respective shareholding interests in the Company, none of the Directors or Substantial Shareholders have any interest, direct or indirect, in the Proposed Share Consolidation.

### 6. EXTRAORDINARY GENERAL MEETING

The EGM, notice of which is set out on page N-1 of this Circular, will be held at Cinnamon Room, Level 5, Novotel Singapore Clarke Quay, 177A River Valley Road, Singapore 179031 on 29 April 2015 at 4.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second annual general meeting of the Company to be held at 3.00 p.m. on the same day at the same place) for the purpose of considering and, if thought fit, passing, with or without modification the ordinary resolution set out in the Notice of EGM attached in this Circular.

### 7. ACTION TO BE TAKEN BY SHAREHOLDERS

Shareholders who are unable to attend the EGM and who wish to appoint a proxy or proxies to attend and vote on their behalf should complete, sign and return the proxy form attached to the Notice of EGM in accordance with the instructions printed therein as soon as possible and, in any event, so as to arrive at the registered office of the Company at 20 Upper Circular Road, #03-06 The Riverwalk, Singapore 058416, not later than 48 hours before the time fixed for the EGM. The appointment of a proxy or proxies by a Shareholder does not preclude him from attending and voting in person at the EGM if he so wishes in place of the proxy.

A Depositor shall not be regarded as a member of the Company entitled to attend the EGM and to speak and vote thereat unless his name appears on the Depository Register maintained by CDP at least 48 hours before the EGM.

### 8. DIRECTORS' RECOMMENDATION

The Directors, having considered and reviewed, the rationale for, and benefit of the Proposed Share Consolidation, are of the opinion that the Proposed Share Consolidation is in the best interests of the Company. Accordingly, the Directors recommend that Shareholders **vote in favour** of the ordinary resolution set out in the Notice of EGM attached in this Circular.

### 9. NOTICE OF BOOKS CLOSURE DATE

The Books Closure Date for the purpose of determining Shareholders' entitlements pursuant to the Proposed Share Consolidation will be announced at a later date.

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## LETTER TO SHAREHOLDERS

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### 10. DIRECTORS' RESPONSIBILITY STATEMENT

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

### 11. DOCUMENTS FOR INSPECTION

Copies of the following documents are available for inspection during normal office hours, on any weekday (public holidays excepted), at the registered office of the Company at 20 Upper Circular Road, #03-06 The Riverwalk, Singapore 058416 from the date of this Circular up to the date of the EGM:-

- (a) the Memorandum and Articles of the Company; and
- (b) the annual report of the Company for FY2014.

Yours faithfully

For and on behalf of the Board of Directors of  
**THAKRAL CORPORATION LTD**

Natarajan Subramaniam  
Independent Non-Executive Chairman and Director

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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### THAKRAL CORPORATION LTD

(Incorporated in Singapore)  
(Company Registration No. 199306606E)

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting (“**EGM**”) of Thakral Corporation Ltd (the “**Company**”) will be held at Cinnamon Room, Level 5, Novotel Singapore Clarke Quay, 177A River Valley Road, Singapore 179031 on 29 April 2015 at 4.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second annual general meeting of the Company to be held at 3.00 p.m. on the same day at the same place), for the purpose of considering and, if thought fit, passing (with or without any modifications) the following ordinary resolutions as set out on page N-1 of each of the circulars dated 14 April 2015 in relation to (i) the Proposed Acquisition and the Proposed Dilution; (ii) the proposed adoption of the Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme; and (iii) the Proposed Share Consolidation (together, the “**Circulars**”):

*All capitalised terms used in this notice of EGM which are not defined herein shall have the same meanings ascribed to them in the Circulars.*

#### **ORDINARY RESOLUTION 1: THE PROPOSED ACQUISITION OF 49% OF THE ISSUED AND PAID-UP SHARE CAPITAL OF TCAP BY TCH, RESULTING IN TCAP BEING A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY**

THAT approval be and is hereby given:

- (a) for the Proposed Acquisition on the terms and subject to the conditions set out in the Share Sale Agreement; and
- (b) for the Directors of the Company and each of them to be authorized to take such steps, enter into all such transactions, arrangements and agreements and execute all such documents as may be necessary or expedient for the purpose of completing the Proposed Acquisition and/or the transactions contemplated by this resolution.

#### **ORDINARY RESOLUTION 2: THE PROPOSED DILUTION OF UP TO 25% OF THE COMPANY’S SHAREHOLDING INTEREST IN TCH, A PRINCIPAL SUBSIDIARY OF THE COMPANY, RESULTING FROM THE ISSUANCE OF NEW SHARES IN TCH PURSUANT AS PURCHASE CONSIDERATION FOR THE PROPOSED ACQUISITION**

THAT approval be and is hereby given for the Proposed Dilution, and any of the Directors of the Company be and is hereby authorised to do all such acts and things (including, without limitation, entering into all such transaction, arrangements and agreements and executing all such documents) as they may consider necessary or expedient for the purposes of giving full effect to this resolution.

#### **ORDINARY RESOLUTION 3: THE PROPOSED ADOPTION OF THE THAKRAL CAPITAL HOLDINGS PTE. LTD. EMPLOYEE SHARE OPTION SCHEME**

That the employee share option scheme to be named the “Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme” (the “**TCH ESOS**”), the rules of which have been set out in Appendix A of the Circular, be and is hereby approved and adopted, and the Directors of the Company be and are hereby authorised:

- a) to establish and administer the TCH ESOS;
- b) to modify and/or amend the TCH ESOS from time to time provided that such modifications and/or amendments are effected in accordance with the rules of the TCH ESOS and to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the TCH ESOS; and
- c) to grant options (the “**Options**”) in accordance with the rules of the TCH ESOS and to allot and issue or deliver from time to time such number of new TCH Shares or TCH Treasury Shares required pursuant to the exercise of the options under the TCH ESOS.

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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### ORDINARY RESOLUTION 4: PROPOSED SHARE CONSOLIDATION

That with effect from the date to be determined by the Directors of the Company (“**Directors**”) and pursuant to the Articles of Association of the Company, approval be and is hereby given:

- (a) for the proposed consolidation of every twenty (20) existing issued ordinary shares in the capital of the Company (“**Existing Shares**”) held by shareholders of the Company (“**Shareholders**”) as at a books closure date to be determined by the Directors (“**Books Closure Date**”) into one (1) Consolidated Share in the manner set out in the Circular (“**Proposed Share Consolidation**”);
- (b) for the Directors to disregard any fraction of a Consolidated Share which may arise from the Proposed Share Consolidation pursuant to paragraph (a) above, and for all fractions of Consolidated Shares to which holders of the Existing Shares would otherwise be entitled to, to be aggregated and re-purchased by the Company and cancelled in accordance with the Memorandum and Articles of Association of the Company;
- (c) for the Directors to be authorised to fix the Books Closure Date and the date on which the Shares will trade on the Mainboard of the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) in board lots of 100 Consolidated Shares in their absolute discretion as they deem fit; and
- (d) for the Directors and each of them to be authorised and empowered to complete and do and execute all such things and acts (including, without limitation, executing all such documents as may be required) as they or he may think necessary or expedient to give effect to this ordinary resolution, with such modifications thereto (if any) as they or he shall think fit in the interests of the Company.

BY ORDER OF THE BOARD

Chan Wan Mei  
Company Secretary

Singapore, 14 April 2015

**Notes:-**

1. A member of the Company entitled to attend and vote at the EGM is entitled to appoint one (1) or two (2) proxies to attend and vote in his/her stead. A proxy need not be a member of the Company.
2. The instrument appointing a proxy or proxies must be deposited together with the power of attorney (if any) under which it is signed or a notarially certified copy thereof at the Registered Office of the Company at 20 Upper Circular Road, #03-06 The Riverwalk, Singapore 058416, not less than 48 hours before the time for holding the EGM.

**PERSONAL DATA PRIVACY:**

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member’s personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “Purposes”), and (ii) warrants that where the member discloses the personal data of the member’s proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes.

## PROXY FORM

### THAKRAL CORPORATION LTD

(Incorporated in the Republic of Singapore)  
(Company Registration No. 199306606E)

### PROXY FORM EXTRAORDINARY GENERAL MEETING

**IMPORTANT:**

1. For investors who have used their CPF monies to buy Thakral Corporation Ltd's shares, this Report is forwarded to them at the request of the CPF Approved Nominees and is sent solely FOR INFORMATION ONLY.
2. This Proxy Form is not valid for use by CPF investors and shall be ineffective for all intents and purposes if used or purported to be used by them.
3. CPF investors who wish to attend the EGM as an observer must submit their requests through their CPF Approved Nominees within the time frame specified. If they also wish to vote, they must submit their voting instructions to the CPF Approved Nominees

**Personal Data Privacy:**

By submitting an instrument appointing a proxy(ies) and/or representative(s), the member accepts and agrees to the personal data privacy terms set out in the Notice of Extraordinary General Meeting dated 14 April 2015.

I/We, \_\_\_\_\_ with NRIC/Passport Number: \_\_\_\_\_

of \_\_\_\_\_ (address)

being a member/members of **THAKRAL CORPORATION LTD** (the "Company") hereby appoint:-

Name	NRIC/ Passport No.	Proportion of Shareholdings (%)	
		No. of Shares	%
Address			
and/or (delete as appropriate)			
Name	NRIC/ Passport No.	Proportion of Shareholdings (%)	
		No. of Shares	%
Address			

or failing him/her, the Chairman of the Extraordinary General Meeting ("EGM") of the Company as my/our proxy/proxies to attend and vote for me/us on my/our behalf at the EGM to be held at Cinnamon Room, Level 5, Novotel Singapore Clarke Quay, 177A River Valley Road, Singapore 179031, on 29 April 2015 at 4.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second annual general meeting of the Company to be held at 3.00 p.m. on the same day at the same place) and at any adjournment thereof. I/We direct my/our proxy to vote for or against the resolutions proposed at the EGM as hereunder indicated. If no specific direction as to voting is given or in the event of any matter arising at the EGM and at any adjournment thereof, the proxy/proxies will vote or abstain from voting at his/her discretion. The authority herein includes the right to demand or to join in demanding a poll and to vote on a poll.

	To be used on a show of hands		To be used in the event of a poll	
	For <sup>(1)</sup>	Against <sup>(1)</sup>	Number of Votes For <sup>(2)</sup>	Number of Votes Against <sup>(2)</sup>
<b>Ordinary Resolution</b>				
1. To approve the Proposed Acquisition				
2. To approve the Proposed Dilution				
3. To approve the proposed adoption of the TCH Employee Share Option Scheme				
4. To approve the Proposed Share Consolidation				



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## PROXY FORM

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**Notes:**

- (1) Please indicate your vote "For" or "Against" with a "X" within the box provided.
- (2) If you wish to exercise all your votes "For" or "Against", please indicate so with a "X" within the box provided. Alternatively, please indicate the number of votes as appropriate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Total Number of Shares held	
CDP Register	
Register of Members	

\_\_\_\_\_  
Signature(s) of Member(s)/Common Seal of Corporate Member

**IMPORTANT: PLEASE READ NOTES BELOW BEFORE COMPLETING THIS PROXY FORM. PLEASE NOTE THERE ARE 3 SETS OF THE SAME PROXY FORM ENCLOSED IN THE 3 CIRCULARS DATED 14 APRIL 2015. PLEASE SUBMIT ONLY ONE SET OF THE PROXY FORM IN RESPECT OF THE VOTING INSTRUCTIONS FOR THE 4 ORDINARY RESOLUTIONS AS SET OUT IN THE CIRCULARS.**

**Notes:**

1. A member of the Company entitled to attend and vote at the Meeting is entitled to appoint one or two proxies to attend and vote in his stead.
2. Where a member appoints more than one proxy, he/she should specify the proportion of his/her shareholding (expressed as a percentage of the whole) to be represented by each proxy and if no percentage is specified, the first named proxy shall be treated as representing 100 per cent of the shareholding and the second named proxy shall be deemed to be an alternate to the first named.
3. A proxy need not be a member of the Company.
4. Please insert the total number of Shares held by you. If you have Shares entered against your name in the Depository Register (as defined in Section 130A of the Companies Act (Chapter 50) of Singapore), you should insert that number of Shares. If you have Shares registered in your name in the Register of Members of the Company, you should insert that number of Shares. If you have Shares entered against your name in the Depository Register and registered in your name in the Register of Members, you should insert the aggregate number of Shares. If no number is inserted, this form of proxy will be deemed to relate to all the Shares held by you.
5. The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 20 Upper Circular Road, #03-06 The Riverwalk, Singapore 058416 not less than 48 hours before the time set for the Extraordinary General Meeting.
6. The instrument appointing a proxy or proxies must be under the hand of the appointor or by his/her attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or a duly authorised officer.
7. Where an instrument appointing a proxy or proxies is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy, failing which the instrument may be treated as invalid.
8. A corporation which is a shareholder of the Company may, in accordance with Section 179 of the Companies Act (Chapter 50) of Singapore, authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the Extraordinary General Meeting.
9. The Company shall be entitled to reject the instrument appointing a proxy or proxies, if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified on the instrument appointing a proxy or proxies. In addition, in the case of shares entered in the Depository Register, the Company may reject any instrument appointing a proxy or proxies if a shareholder of the Company, being the appointor, is not shown to have shares entered against his/her name in the Depository Register as at 48 hours before the time appointed for holding the Extraordinary General Meeting, as certified by The Central Depository (Pte) Limited to the Company.

CIRCULAR DATED 14 APRIL 2015

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

**Please read this Circular carefully. If you are in doubt about its contents or the action you should take, you should consult your legal, financial, tax or other professional adviser immediately.**

If you have sold or transferred all your shares in the capital of Thakral Corporation Ltd (the “**Company**”) represented by physical share certificate(s), you should immediately forward this Circular together with the Notice of Extraordinary General Meeting and the accompanying Proxy Form immediately to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or the transferee.

The Singapore Exchange Securities Trading Limited assumes no responsibility for the correctness of any of the statements made, opinions expressed or reports contained in this Circular.



## **THAKRAL CORPORATION LTD**

(Incorporated in Singapore)  
(Company Registration No. 199306606E)

### **CIRCULAR TO SHAREHOLDERS IN RELATION TO**

- (I) THE PROPOSED ACQUISITION OF 49% OF THE ISSUED AND PAID-UP SHARE CAPITAL OF TCAP PTE. LTD. BY THAKRAL CAPITAL HOLDINGS PTE. LTD. (“TCH”), RESULTING IN TCAP PTE. LTD. BEING A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY; AND**
- (II) THE PROPOSED DILUTION OF UP TO 25% OF THE COMPANY’S SHAREHOLDING INTEREST IN TCH, A PRINCIPAL SUBSIDIARY OF THE COMPANY, RESULTING FROM THE ISSUANCE OF NEW SHARES IN TCH AS PURCHASE CONSIDERATION FOR THE PROPOSED ACQUISITION**

### **IMPORTANT DATES AND TIMES**

- Last date and time for lodgement of Proxy Form : 27 April 2015 at 4.00 p.m.
- Date and time of Extraordinary General Meeting : 29 April 2015 at 4.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second Annual General Meeting of the Company to be held at 3.00 p.m. on the same day at the same place).
- Place of Extraordinary General Meeting : Cinnamon Room, Level 5  
Novotel Singapore Clarke Quay  
177A River Valley Road  
Singapore 179031

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## DEFINITIONS

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In this Circular, the following definitions apply throughout unless otherwise stated:-

<b>“AC”</b>	:	The Audit Committee of the Company
<b>“Act” or “Companies Act”</b>	:	The Companies Act (Chapter 50) of Singapore, as amended, supplemented or modified from time to time
<b>“Board”</b>	:	The board of Directors of the Company for the time being
<b>“CDP”</b>	:	The Central Depository (Pte) Limited
<b>“Circular”</b>	:	This circular to Shareholders dated 14 April 2015
<b>“Company”</b>	:	Thakral Corporation Ltd
<b>“Consideration Shares”</b>	:	The 250,000 new TCH Shares (constituting 25% of the TCH Enlarged Share Capital) to be allotted and issued by TCH to and for the benefit of the Vendors in accordance with the provisions of the Share Sale Agreement. For the avoidance of doubt, the Consideration Shares shall include the Escrowed Shares
<b>“Director(s)”</b>	:	Director(s) of the Company for the time being
<b>“Due Diligence Review”</b>	:	The due diligence by the legal and financial advisers appointed by the Company on the TCAP Group
<b>“EGM”</b>	:	The extraordinary general meeting of the Company to be held on 29 April 2015, notice of which is given in the Notice of Extraordinary General Meeting set out on page N-1 of this Circular
<b>“EPS”</b>	:	Earnings per Share
<b>“Escrow Release Condition”</b>	:	Has the meaning ascribed to it in Section 3.2 of this Circular
<b>“Escrowed Shares”</b>	:	The 50,000 TCH Shares constituting 5% of the TCH Enlarged Share Capital, being the subject-matter of the Escrow Release Condition and held in trust by the Company as bare trustee for the benefit of each Vendor, <i>pro rata</i> to his proportion of shareholding in TCAP as set out in Section 2 of this Circular
<b>“FY”</b>	:	The financial year ended, or as the case may be, ending 31 December
<b>“Group”</b>	:	The Company and its subsidiaries
<b>“Latest Practicable Date” or “LPD”</b>	:	The latest practicable date prior to the printing of this Circular for ascertaining information included herein, being 31 March 2015
<b>“Listing Manual”</b>	:	The listing manual of the SGX-ST, as amended or modified from time to time
<b>“Liquidity Event”</b>	:	Liquidity Event means  (a) the separate listing on a recognised stock exchange of TCH or its successor in title pursuant to any corporate reorganisation pursuant to an initial public offering, a reverse takeover or the merger with a listed entity;

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## DEFINITIONS

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- (b) a trade sale of more than 25% of the issued shares in TCH by way of transfer of such existing shares and/or the issue of new shares such that the new shareholder holds 25% or more of the issued capital in TCH; or
- (c) the completion of a sale or series of sales of all or substantially all of the assets and business of TCH to one or more third parties
- “Lower Performance Hurdle”** : Lower Performance Hurdle has the meaning ascribed to it in Section B of Appendix C
- “Memorandum and Articles”** : The Memorandum and Articles of Association of the Company, as amended from time to time
- “Notice of EGM”** : The notice of EGM as set out on page N-1 of this Circular
- “NTA”** : Net tangible assets
- “Performance Hurdle”** : Performance Hurdle has the meaning ascribed to it in Section A of Appendix C
- “principal subsidiary”** : A subsidiary whose latest audited consolidated pre-tax profits (excluding minority interest relating to that subsidiary) as compared with the latest audited pre-tax profits of the Group (excluding the minority interest relating to that subsidiary) accounts for 20% or more of such pre-tax profits of the Group
- “Proposed Acquisition”** : The proposed acquisition of 49% of the issued and paid-up share capital of TCAP from the Vendors by TCH (under the direction of the Company) pursuant to the Share Sale Agreement
- “Proposed Dilution”** : The proposed dilution of up to 25% of the Company’s shareholding interest in TCH, resulting from the issuance of new TCH Shares pursuant to the completion of the Proposed Acquisition
- “Sale Shares”** : The 49,000 TCAP Shares constituting 49% of the issued share capital of TCAP, free from encumbrances, which forms the subject-matter of the Proposed Acquisition
- “SGX-ST”** : Singapore Exchange Securities Trading Limited
- “Share(s)”** : Ordinary share(s) in the capital of the Company
- “Shareholders”** : Registered holders of the Shares, except that where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares and where the context admits, mean the persons named as Depositors in the Depository Register maintained by CDP whose Securities Accounts are credited with those Shares
- “Substantial Shareholders”** : Shareholders who are beneficial owners of 5% or more of Shares
- “Share Sale Agreement”** : The share sale agreement dated 29 January 2015 entered into between the Company, the Vendors and TCH
- “TCAP”** : TCAP Pte. Ltd., a subsidiary of the Company in which TCH and the Vendors have a legal and beneficial shareholding interest of 51% and 49% respectively as at the Latest Practicable Date

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## DEFINITIONS

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“TCAP Group”	:	TCAP and its subsidiaries
“TCAP Shares”	:	The ordinary shares in the capital of TCAP
“TCH”	:	Thakral Capital Holdings Pte. Ltd., a wholly-owned subsidiary of the Company as at the Latest Practicable Date
“TCH Capital Increase”	:	The increase in capital of TCH from 1 TCH Share to 750,000 TCH Shares before completion of the Share Sale Agreement
“TCH Enlarged Share Capital”	:	The total issued and paid-up share capital of TCH on an enlarged basis following completion of the Proposed Acquisition
“TCH Existing Share Capital”	:	The existing issued and paid-up share capital of TCH comprising 1 TCH Share as at the Latest Practicable Date
“TCH Group”	:	TCH and its subsidiaries
“TCH Shares”	:	The ordinary shares issued or to be issued out of the capital of TCH
“Vendors”	:	J & H Singh Pty Ltd (in its capacity as trustee for ASK Buyer Executive Superannuation Fund No. 1), Aljen Pty Ltd (in its capacity as trustee for Aljen Trust), Australian Forestry Investments Pty Ltd (in its capacity as trustee for Barry Family Trust) and GMC Investments (Aust) Pty Limited (in its capacity as trustee for GMC Investment Trust). Please refer to Section 2 of this Circular for the beneficial owner of each Vendor
“A\$”	:	Australian dollars
“S\$” or “cents”	:	Dollars and cents respectively of the currency of Singapore

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

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

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

Any reference to a time of day in this Circular shall be a reference to Singapore time unless otherwise stated. Any reference to any enactment is a reference to that enactment as for the time being amended or re-enacted.

Any term defined under the Act or the Listing Manual, or any statutory modification thereof and used in this Circular shall, where applicable, have the meaning ascribed to it under the Act or the Listing Manual, or such modification thereof, as the case may be, unless otherwise provided.

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## LETTER TO SHAREHOLDERS

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### THAKRAL CORPORATION LTD

(Incorporated in Singapore)  
(Company Registration No. 199306606E)

#### **Directors**

Natarajan Subramaniam (Independent Non-Executive Chairman and Director)  
Kartar Singh Thakral (Executive Director)  
Bikramjit Singh Thakral (Alternate Non-Executive Director to Kartar Singh Thakral)  
Inderbethal Singh Thakral (Executive Director)  
Jaginder Singh Pasricha (Executive Director)  
Lee Ying Cheun (Independent Non-Executive Director)  
Pratap Chinnan Nambiar (Independent Non-Executive Director)  
Dileep Nair (Independent Non-Executive Director)

#### **Registered Office**

20 Upper Circular Road  
#03-06 The Riverwalk  
Singapore 058416

14 April 2015

To: Shareholders of Thakral Corporation Ltd

Dear Shareholders,

#### **1. BACKGROUND**

On 29 January 2015, the Company announced that it entered into the Share Sale Agreement with certain shareholders (the “**Vendors**”) of TCAP Pte. Ltd. (“**TCAP**”) and the Company’s wholly owned subsidiary, Thakral Capital Holdings Pte. Ltd. (“**TCH**”), in relation to the acquisition of 49% of the issued and paid-up share capital of TCAP from the Vendors by TCH (under the direction of the Company) (the “**Proposed Acquisition**”).

In consideration for the Proposed Acquisition, TCH shall allot and issue an aggregate of 250,000 new TCH Shares (the “**Consideration Shares**”) at an issue price of S\$70.00 per Consideration Share to the Vendors, of which 50,000 Consideration Shares (the “**Escrowed Shares**”) shall be held by the Company as bare trustee for and on behalf of the Vendors subject to the fulfilment of the Escrow Release Condition (as defined herein) or the occurrence of a Liquidity Event before 31 December 2017.

The Company holds 1 TCH Share, representing 100% of TCH’s existing issued and paid-up share capital as at the Latest Practicable Date (“**TCH Existing Share Capital**”). The Company intends to increase its shareholding to 749,999 TCH Shares before the completion of the Share Sale Agreement, which would represent 99.99%<sup>(1)</sup> of TCH’s then issued and paid-up share capital (the “**TCH Capital Increase**”). Pursuant to the allotment and issuance of the Consideration Shares upon completion of the Share Sale Agreement and taking into account the TCH Capital Increase, the TCH Existing Share Capital will increase to 1,000,000 TCH Shares (the “**TCH Enlarged Share Capital**”). The Consideration Shares (including the Escrowed Shares) to be issued to the Vendors (with the Escrowed Shares held in escrow) and the TCH Shares held by the Company will comprise approximately 25% and 75% of the TCH Enlarged Share Capital respectively. Assuming that the Escrow Release Condition is not fulfilled and a Liquidity Event does not occur before 31 December 2017, the Escrowed Shares, which comprise 5% of the TCH Enlarged Share Capital, shall be retained by and for the benefit of the Company, and the Vendors shall beneficially own only 20% of the TCH Enlarged Share Capital after completion of the Proposed Acquisition, resulting in the dilution of the Company’s shareholding interests in TCH from 100% to 80%. However, assuming that the Escrow Release Condition is fulfilled or a Liquidity Event occurs before 31 December 2017, which results in the Escrowed Shares being released to the Vendors, the Vendors shall beneficially own 25% of the TCH Enlarged Share Capital after completion of the Proposed Acquisition and the Company’s shareholding interests in TCH will be diluted from 100% to 75%. Please refer to Sections 3.2 and 3.3 of this Circular for further details on the Escrow Release Condition and the Liquidity Events respectively.

## LETTER TO SHAREHOLDERS

Pursuant to Rule 1014 of the Listing Manual, the Proposed Acquisition constitutes a major transaction which requires approval of the Shareholders. Please refer to Section 5.2 of this Circular for information on the relative percentages computed under Rule 1006.

Based on the latest audited consolidated financial statements of the Group and the TCH Group for FY2014, the TCH Group's reported pre-tax profit of approximately S\$8.1 million contributed to approximately 880% of the Group's pre-tax profit of approximately S\$0.92 million, therefore the Company considers TCH as a principal subsidiary. Accordingly, pursuant to Rule 805(2)(b) of the Listing Manual, Shareholders' approval is required for the proposed dilution of up to 25% of the Company's shareholding interest in TCH pursuant to the completion of the Proposed Acquisition.

The purpose of this Circular is to provide Shareholders with information relating to, and the rationale for, the Proposed Acquisition and the consequent Proposed Dilution and to seek their approval at the EGM to be convened for the resolutions as set out in the Notice of EGM attached to this Circular.

**SHAREHOLDERS SHOULD NOTE THAT ORDINARY RESOLUTIONS 1 AND 2 IN RELATION TO THE PROPOSED ACQUISITION AND PROPOSED DILUTION RESPECTIVELY AS SET OUT IN THE NOTICE OF EGM ON PAGE N-1 OF THIS CIRCULAR ARE INTER-CONDITIONAL. IN THE EVENT THAT ORDINARY RESOLUTION 1 OR 2 IS NOT APPROVED, THE OTHER ORDINARY RESOLUTION 1 OR 2 WILL NOT BE APPROVED.**

**Note:-**

- (1) The remainder of 1 TCH Share will be issued to an external party at S\$70.00 as at the time of the TCH Capital Increase and subject to an agreement with the Company, this 1 TCH Share may be transferred to the Company for S\$70.00 after the completion of the Share Sale Agreement.

## 2. INFORMATION ON TCAP, THE VENDORS AND THE TCH GROUP

### 2.1 Information on TCAP and the TCH Group

TCAP is a limited liability company incorporated in Singapore on 18 February 2011 as a wholly owned subsidiary of TCH. On 18 July 2011, the share capital of TCAP was increased from 1 ordinary shares to 100,000 ordinary shares, with 50,999 ordinary shares allotted to TCH and 49,000 ordinary shares allotted to the Vendors. There were no subsequent changes in the share capital of TCAP over the past three years. As at the Latest Practicable Date, TCAP has an issued and paid-up share capital of S\$100,000 divided into 100,000 ordinary shares (the "TCAP Shares"), of which 51% comprising 51,000 TCAP Shares are held by TCH and 49% comprising 49,000 TCAP Shares are directly held by the Vendors in the following proportions:

Vendor	Beneficial Owner(s) of the Vendor	No. of TCAP Shares	Aggregate Issue Price of TCAP Shares	Percentage (%)
J & H Singh Pty Ltd (in its capacity as trustee for ASK Buyser Executive Superannuation Fund No. 1)	Jaginder Singh Pasricha and his associate Harminder Kaur Pasricha <sup>(1)(2)</sup>	12,250	S\$12,250	12.25
Aljen Pty Ltd (in its capacity as trustee for Aljen Trust)	Victor Shkolnik <sup>(3)</sup> and his associates	12,250	S\$12,250	12.25
Australian Forestry Investments Pty Ltd (in its capacity as trustee for Barry Family Trust)	Kevin Charles Barry <sup>(3)</sup> and his associates	12,250	S\$12,250	12.25
GMC Investments (Aust) Pty Limited (in its capacity as trustee for GMC Investment Trust)	Greggory John Piercy <sup>(3)</sup> and his associate	12,250	S\$12,250	12.25
<b>Total</b>		<b>49,000</b>	<b>S\$49,000</b>	<b>49</b>

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## LETTER TO SHAREHOLDERS

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### Notes:-

- (1) Jaginder Singh Pasricha is an Executive Director of the Company and TCAP.
- (2) Although the Proposed Acquisition is regarded as an interested person transaction within the definition set out in Chapter 9 of the Listing Manual, as the value of the Proposed Acquisition (being the amount at risk to the Company) is approximately 4.46% of the latest audited consolidated NTA of the Group, Shareholders' approval is not required for the purposes of Chapter 9 of the Listing Manual. Please refer to Section 9 of the announcement dated 29 January 2015 and the announcement in relation to the despatch of this Circular and the Notice of EGM date 14 April 2015 for further details.

Please refer to the announcement dated 25 November 2014 for information on the interested person transaction involving a joint venture in Thakral Japan Properties Pte. Ltd. (the "**Japan JV**"), where an associate of Mr. Jaginder Singh Pasricha, Mrs. Harminder Kaur Pasricha, is one of the interested persons as defined in Chapter 9 of the Listing Manual. However, this interested person transaction comes under the exception to the requirement for shareholders' approval under Rule 916(2) of the Listing Manual, and is therefore not aggregated with the Proposed Transaction. Accordingly, there are no transactions entered into with Mr. Jaginder Singh Pasricha and his associate which when aggregated with the Proposed Acquisition of 12.25% stake in TCAP will cross 5% of the Company's audited NTA as at 31 December 2014.

- (3) Victor Shkolnik, Kevin Charles Barry and Gregory John Piercy are Executive Directors of TCAP.

TCH (together with its subsidiaries, the "**TCH Group**") is the legal and beneficial owner of the balance 51% of TCAP's total issued and paid-up share capital comprising 51,000 TCAP Shares. Please refer to Appendix A for further details of the structure of the Group and the TCH Group as at the Latest Practicable Date.

The TCH Group represents part of the Investment Division of the Company, investing primarily in real estate assets through a combination of debt and equity and generating fee income through the origination, management and distribution of investments and the management of the Group's as well as third parties' funds and assets.

TCAP originates, negotiates and packages transactions for the Group as the cornerstone investor, primarily in real estate as well as other selected asset classes. It seeks investment opportunities in well-located residential and commercial developments, mainly in the Central Business District and the established suburbs of the capital cities on the Eastern Seaboard in Australia which have easy access to key transport and community infrastructure. In addition, TCAP seeks opportunities in those regional centres of Australia with growth potential. Typical investment projects are underpinned by pre-sales or long-term leases and provide positive cash returns.

A wholly owned subsidiary of TCAP in Australia, TCAP Investments Limited, holds an Australian Financial Services Licence (No. 305740). The licence is issued and monitored by the Australian Securities & Investments Commission, including annual compliance reporting and procedures.

TCH is the intermediate holding company within the Group and at present holds the 51% controlling interest in TCAP Group. TCH holds 100% of the shares in Thakral Capital Investments Limited ("**TCIL**"), through which the Group makes its investments in projects identified by the TCAP Group. TCH as a holding company does not conduct active business as such. TCIL as the investor in projects holds the investments and provides the capital required.

All investment opportunities identified by TCAP Group are presented to the Investment Committee of the Company and the Board for consideration to determine participation in such investment opportunities. TCAP Group does not make investments of its own accord and does not participate in projects that may be declined for participation by the Company. TCAP does not have an independent mandate to invest in projects without the participation or approval of the Company.

The investment committee of the Company comprises Mr. Natarajan Subramaniam, Mr. Kartar Singh Thakral (Alternate: Mr. Bikramjit Singh Thakral), Mr. Inderbethal Singh Thakral and Mr. Jaginder Singh Pasricha, who are all Directors of the Company.

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## LETTER TO SHAREHOLDERS

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### 2.2 Information on the Vendors

Each of the Vendors (comprising (i) J & H Singh Pty Ltd (in its capacity as trustee for ASK Buyer Executive Superannuation Fund No. 1); (ii) Aljen Pty Ltd (in its capacity as trustee for Aljen Trust); (iii) Australian Forestry Investments Pty Ltd (in its capacity as trustee for Barry Family Trust); and (iv) GMC Investments (Aust) Pty Limited (in its capacity as trustee for GMC Investment Trust)) is controlled by Jaginder Singh Pasricha, Victor Shkolnik, Kevin Charles Barry and Gregory John Piercy respectively (such individuals collectively, the “**Professionals**”).

Mr. Jaginder Singh Pasricha is the Managing Director of the Group’s Investment Division as well as Managing Director of the TCAP Group and will assume the role of Managing Director of the TCH Group after the completion of the Proposed Acquisition. His role is to provide the leadership to grow the business, develop new business platforms, develop investor relationships and be accountable to the Board for the performance of the Investment Division.

Victor Shkolnik, Kevin Charles Barry and Gregory John Piercy are executive directors of TCAP and are responsible for business development, deal origination, counter party relationships, implementation, execution and ongoing management of projects.

The background of each of the Professionals is detailed on the TCAP website, [www.tcap.com.sg](http://www.tcap.com.sg)

The Vendors were brought together as a group by Mr. Pasricha to provide the skill set and expertise to develop the business. The team’s diverse and strong skill base has enabled the TCAP Group and the Company’s Investment Division to be profitable and contribute to the Company’s bottom line from the first year that it commenced operations.

After completion of the Proposed Acquisition, the Vendors collectively are entitled to appoint 2 nominees to the Board of TCH, while the Company is entitled to appoint 3 nominees. There shall be a minimum of 5 directors on the board of TCH.

### 3. THE PROPOSED ACQUISITION

On 29 January 2015, the Company had announced that it had entered into the Share Sale Agreement with the Vendors and TCH dated 29 January 2015, pursuant to which TCH (under the direction of the Company) has agreed to purchase and each of the Vendors has agreed to sell their respective portions of the TCAP Shares (the “**Sale Shares**”) as set out in Section 2 of this Circular (amounting to an aggregate of 49% of the issued and paid-up capital of TCAP), on the terms and subject to the conditions of the Share Sale Agreement.

#### 3.1 Consideration

In consideration for (but subject always to the fulfilment of the Escrow Release Condition or the occurrence of a Liquidity Event before 31 December 2017) the sale of the Sale Shares by the Vendors, TCH shall allot and issue 250,000 Consideration Shares (including the Escrowed Shares) at an issue price of S\$70.00 for each Consideration Share to the Vendors, *pro rata* to each Vendor’s proportion of shareholding in TCAP as set out in Section 2 of this Circular. Such issue price was commercially agreed between TCH (under the direction of the Company) and the Vendors, after taking into consideration, *inter alia*, the future performance of the TCAP Group and its existing operations. The 250,000 Consideration Shares represent approximately 25% of the TCH Enlarged Share Capital.

The book value of the Sale Shares based on the latest consolidated financial statements of the Group as at 31 December 2014 is S\$20.62 per Sale Share. The aggregate consideration comprising the issuance of 250,000 Consideration Shares for S\$70.00 per Consideration Share is S\$17.5 million, amounting to a consideration of approximately S\$357 per Sale Share, which is 61.4 times of the TCAP Group’s FY2014 earnings and 17.3 times of the book value of the Sale Shares. The issue price of S\$70.00 of each Consideration Share is 8.9 times of the TCH Group’s FY2014 earnings and 1.8 times of the book value of S\$39.90 of each TCH Share based on the latest consolidated financial statements of the Group as at 31 December 2014.

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## LETTER TO SHAREHOLDERS

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### 3.2 The Escrow Release Condition

Notwithstanding that a total of 250,000 Consideration Shares (including the Escrowed Shares and constituting 25% of the TCH Enlarged Share Capital) will be allotted and issued for the benefit of the Vendors, the Vendors' entitlement to the Escrowed Shares (comprising 5% of the TCH Enlarged Share Capital) are subject to the TCH Group (post the Proposed Dilution) having achieved the Performance Hurdle<sup>(1)</sup> (the "**Escrow Release Condition**"). To the extent that the Performance Hurdle is not met but the Lower Performance Hurdle is met<sup>(2)</sup>, the Board may in its absolute discretion determine the release of all or part of the Escrowed Shares (together with any dividends or other distributions attributable to such Escrowed Shares) to the Vendors. If the Lower Performance Hurdle is not met, no Escrowed Shares shall be released to the Vendors, and any dividends or other distributions attributable to the Escrowed Shares shall be retained by the Company.

The Lower Performance Hurdle is structured to provide flexibility to the Board to grant some or all of the Escrowed Shares to the Vendors if the performance falls short of the Performance Hurdle, but the Board still believes that the Vendors have added value to the business beyond what is reflected in earnings, for example, (i) by establishing new business platforms such as funds management which may not contribute to profits in the short term but enhances the Group's value; and (ii) in light of macro factors affecting the earnings which are not within the control of the Vendors, the Vendors have managed the business to shelter the business from market risk arising from macro factors and other quantitative and/or qualitative considerations. Even so, the Directors cannot grant the Escrowed Shares if the Lower Performance Hurdle is not met. Mr. Jaginder Singh Pasricha and his associates will abstain from participating or voting on the Board's decision to release the Escrowed Shares in the event the Lower Performance Hurdle is met.

Pending the fulfilment of the Escrow Release Condition, the Escrowed Shares shall be held by the Company as bare trustee for the benefit of each Vendor, *pro rata* to his proportion of shareholding in TCAP as set out in Section 2 of this Circular.

All voting rights attached to the Escrowed Shares shall be exercisable by the Vendors as a collective group at any and all meetings of the shareholders of TCH and, in this regard, the Company shall appoint a person designated by the Vendors as proxy in respect of the exercise of voting rights attached to the Escrowed Shares.

Until the Escrowed Shares are released to the Vendors upon fulfilment of the Escrow Release Condition, any and all dividends or other distributions declared and paid in respect of the Escrowed Shares shall be held by the Company in an escrow account maintained in the Company's name or an appointed escrow agent pending the determination of the fulfilment of the Escrow Release Condition. Upon such fulfilment of the Escrow Release Condition and the release of the Escrowed Shares to the Vendors, such escrowed dividends or other distributions attributable to the Escrowed Shares that the Vendors are entitled to receive shall be paid over to the Vendors.

Any Escrowed Shares which are not released to the Vendors and any dividends or other distributions which are attributable thereto shall be retained by and for the benefit of the Company.

#### Notes:-

- (1) The Performance Hurdle is met if as at 31 December 2017, the TCH shareholders' funds (the "**TCH Shareholders' Fund**") is equivalent to or above A\$72 million on a TCH Group consolidated basis, after the addition of the following to net TCH Shareholders' Funds:
- a. any paid and accrued taxes, including income taxes and withholding taxes paid or accrued by an entity of the TCH Group from 1 January 2015 for the financial years 2015, 2016 and 2017;
  - b. any dividends paid by TCH above the 50% dividend payout ratio in accordance with the prevailing dividend and bonus policies; and
  - c. the present value of contracted revenue streams as at 31 December 2017, if not already included in the financial statements and not realised in cash.



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## LETTER TO SHAREHOLDERS

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The computation of profits or losses from the realisation of investments after 1 January 2015 shall be determined based on the original cost of the investments. Revaluation amounts of these investments previously included in the financial statements at time of computation shall be excluded in the determination of profits or net assets to ascertain the profits earned during the period from 1 January 2015 to 31 December 2017.

The TCH Shareholders' Funds shall be determined in accordance with Generally Accepted Accounting Principles in Singapore.

The auditors of the Company shall confirm the TCH Shareholders' Funds and that the adjustments to the TCH Shareholders' Funds are made in accordance with the above principles.

- (2) The Lower Performance Hurdle is met if the adjusted TCH shareholders' funds as at 31 December 2017 confirmed by the auditors of the Company is less than A\$72 million but more than A\$68.4 million. The TCH Group's shareholders' funds as at 31 December 2014 (assuming that the Proposed Acquisition has taken place) is S\$40.46 million.

### 3.3 Liquidity Event

Notwithstanding the Escrow Release Condition, if a Liquidity Event occurs before 31 December 2017, the Escrowed Shares shall be released to the Vendors, together with any accumulated dividends or other distributions. For the purposes of this provision, Liquidity Event means:

- (i) the separate listing on a recognised stock exchange of TCH or its successor in title pursuant to any corporate reorganisation pursuant to an initial public offering, a reverse takeover or the merger with a listed entity;
- (ii) a trade sale of more than 25% of the issued shares in TCH by way of transfer of such existing shares and/or the issue of new shares such that the new shareholder holds 25% or more of the issued capital in TCH; or
- (iii) the completion of a sale or series of sales of all or substantially all of the assets and business of TCH to one or more third parties.

### 3.4 Conditions Precedent

The completion of the Proposed Acquisition is conditional upon, *inter alia*:

- (i) TCH being satisfied with the results of the Due Diligence Review in all material respects and the fulfillment of any conditions that may be deemed appropriate arising out of the results of the Due Diligence Review; and
- (ii) the approval of the Shareholders of the Company, if required under Rule 805 or any other provision of the SGX-ST Listing Manual, having been obtained and not having been revoked or amended and, where such approval is subject to conditions, such conditions being reasonably acceptable to TCH and the Company and to the extent that any conditions to such approval are required to be fulfilled on or before the completion of the Proposed Acquisition, they are so fulfilled in all material respects.

As at the Latest Practicable Date, the condition precedent set out in Section 3.4(i) above has been satisfied. Notwithstanding the completion of the Proposed Acquisition, the effective date of the Proposed Acquisition shall be deemed to be 1 January 2015.

### 3.5 Transfer of TCH Shares by the Vendors

In circumstances where the employment of Gregory John Piercy, Victor Shkolnik, Kevin Charles Barry or Jaginder Singh Pasricha (each, a "**Professional**") with the TCH Group is terminated:

- (a) during the period of twelve (12) months from 1 January 2015, being the effective date of the Share Sale Agreement (the "**Effective Date**"), for any reason other than where the Professional is a Good Leaver<sup>(1)</sup>, the TCH Shares shall be transferred to the remaining shareholders of TCH (the "**TCH Shareholders**") in their respective Equity Proportions<sup>(2)</sup> at an aggregate consideration equivalent to S\$12,250.00, being the initial subscription price

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## LETTER TO SHAREHOLDERS

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paid for the TCAP Shares, which have since been transferred to TCH pursuant to the terms and conditions of the Share Sale Agreement, and the Vendor who is a Related Party<sup>(3)</sup> of the Professional shall forfeit its entitlement to any Escrowed Shares, which shall be transferred to the remaining TCH Shareholders in their respective Equity Proportions for a nominal consideration of S\$1.00;

- (b) by the Professional during the period from the first (1<sup>st</sup>) anniversary of the Effective Date to the second (2<sup>nd</sup>) anniversary of the Effective Date for any reason other than where the Professional is a Good Leaver, all the TCH Shares held by the Professional and/or a Related Party of the Professional will be offered for sale to the remaining TCH Shareholders in accordance with the provisions of the relevant shareholders' deed at a price which is equal to the lower of (i) the net tangible assets of TCH on a consolidated basis discounted by 25% for the immediate preceding quarter, as determined by the auditors of the Company in accordance with applicable accounting standards consistently applied; and (ii) the value attributed to the TCAP Shares transferred to TCH under the Share Sale Agreement by the relevant Vendor. The consideration payable to the transferor shall be paid by each transferee in three equal interest-free instalments, with the first instalment payable upon completion of the transfer and the second and third instalments payable respectively upon the first (1<sup>st</sup>) and second (2<sup>nd</sup>) anniversary from the completion of the transfer. The Vendor who is a Related Party of the Professional shall forfeit its entitlement to any Escrowed Shares which shall be transferred to the remaining TCH Shareholders in their respective Equity Proportions for a nominal consideration of S\$1.00; or
- (c) as a result of the Professional being a Good Leaver, the TCH Shares held by the Professional and/or the Vendor who is a Related Party of the Professional may be disposed in accordance with the provisions of the relevant shareholders' deed and will continue to be entitled to the Escrowed Shares held on its behalf in accordance with the terms of the Share Sale Agreement and any accumulated dividends thereof.

The above provisions apply to the Vendors as they are beneficially owned by the Professionals.

**Notes:-**

- (1) **"Good Leaver"** means a Professional whose employment with the TCH Group ceases as a result of death, total or permanent disability (including by reason of serious ill health, injury or disability, in each case as certified by a medical practitioner approved by the board of directors of TCH), retirement, redundancy, or termination other than for misconduct, or as otherwise reasonably determined by the board of directors of TCH.
- (2) **"Equity Proportions"** means in relation to a Professional, a fraction, (expressed as a percentage) the numerator of which, is the total number of TCH Shares held by the Professional, and the denominator of which, is the total number of: (a) issued TCH Shares; or (b) where the reference requires something to be apportioned between a number of TCH Shareholders, TCH Shares held by those Professionals. For the avoidance of doubt, **"Equity Proportions"** only refer to the Consideration Shares (being TCH Shares) received by the Vendors (who are controlled by the Professionals and therefore Related Parties) pursuant to the Proposed Acquisition, and not to any TCH Shares arising from the exercise of the TCH employee share options by the Professionals or the Vendors.
- (3) **"Related Party"** means any associate or controlled person of the Professional.

#### 4. RATIONALE FOR THE PROPOSED ACQUISITION AND THE CONSEQUENT PROPOSED DILUTION

The Proposed Acquisition results in the merger of the TCAP Group into the TCH Group, which has the benefit of consolidating and providing greater visibility to Shareholders of the Group's Investment Division's business and the TCAP Group's business. The TCAP Group plays the role of originator, manager and distributor of real estate investments in Australia and elsewhere. Before the Proposed Acquisition, the allocation of revenue as between the TCAP Group's business and the Group's Investment Division is determined by the investment committee and the Board based on risks and pricing at which co-investors are brought into the investments and the stage in the

## LETTER TO SHAREHOLDERS

project that third party capital is invested. By removing the minority interest of the Vendors in the TCAP Group and merging the TCAP Group into the TCH Group, such risk of conflicts and allocation of revenue as between the TCAP Group's business and the Group's Investment Division is removed.

The merger strengthens the balance sheet of the Group's Investment Division as a whole and is expected to enhance the value of the merged entity in the future. Hence, the Board considers that the Proposed Acquisition and the consequent Proposed Dilution is in the best interests of the Company.

### 5. RELATIVE FIGURES UNDER CHAPTER 10 OF THE LISTING MANUAL IN RELATION TO THE PROPOSED ACQUISITION

#### 5.1 General

Under Chapter 10 of the Listing Manual, a transaction will be classified as a "major transaction" if any of the relative figures calculated on the bases set out in Rule 1006 of the Listing Manual exceeds 20% and if so, Shareholders' approval must be obtained for the "major transaction".

#### 5.2 Relative figures under Rule 1006 of the Listing Manual

The relative figures computed on the applicable bases set out in Rule 1006 of the Listing Manual in respect of the Proposed Acquisition and based on the audited consolidated financial statements of the Group for FY2014 are set out below:

Rule 1006	Bases	Size of Relative Figures (%)
(a)	Net asset value of the assets to be disposed of, compared with the Group's net asset value	Not applicable as the transaction is an acquisition.
(b)	Net profit attributable to the Proposed Acquisition, compared with the Group's net profits	30.95*  *derived from 49% of the TCAP Group's profits of S\$285,027 over the profits before tax of the TCL Group of S\$921,000.
(c)	The aggregate value of the consideration given, compared with the Company's market capitalization based on the total number of issued shares excluding treasury shares	29.07*  *derived from the aggregate consideration of S\$17.5 million over the market capitalization of S\$60,195,914 based on 2,617,213,668 issued Shares and the volume weighted average price of S\$0.023 per Share transacted on the SGX-ST on 29 January 2015, being the last trading day prior to the signing of the Share Sale Agreement.
(d)	The number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue	Not applicable as no equity securities are to be issued by the Company as consideration.

## LETTER TO SHAREHOLDERS

### 5.3 Major Transaction

As the relative figures computed on the bases set out in Rule 1006(c) exceeds 20%, the Proposed Acquisition constitutes a major transaction as defined in Chapter 10 of the Listing Manual. Accordingly, the Proposed Acquisition is subject to the approval by Shareholders in a general meeting.

### 6. FINANCIAL EFFECTS OF THE PROPOSED ACQUISITION

The *pro forma* financial effects of the Proposed Acquisition are for illustrative purposes only and do not necessarily reflect the actual future results of the financial performance and position of the Group following completion of the Proposed Acquisition.

For illustrative purposes only, the *pro forma* financial effects of the Proposed Acquisition summarised below have been prepared based on the audited consolidated financial results of the Group for FY2014 and based on the following assumptions:

- (a) the financial effects on the Group's EPS for FY2014 are computed assuming that the Proposed Acquisition was completed on 1 January 2014; and
- (b) the financial effects on the Group's NTA per Share of FY2014 are computed assuming that the Proposed Acquisition was completed on 31 December 2014.

	<b>Before the Proposed Acquisition</b>	<b>After the Proposed Acquisition but before the fulfilment of the Escrow Release Condition and occurrence of a Liquidity Event before 1 December 2017<sup>(1)</sup></b>	<b>After the Proposed Acquisition and after the fulfilment of the Escrow Release Condition or the occurrence of a Liquidity Event before 31 December 2017<sup>(1)</sup></b>
	<b>As at 31 December 2014</b>	<b>As at 31 December 2014</b>	<b>As at 31 December 2014</b>
<b>Share Capital</b>			
Issued and paid-up share capital (S\$'000)	72,579	72,579	72,579
Number of Shares (000)	2,617,214	2,617,214	2,617,214
NTA (S\$'000)	98,190	90,594	88,578
NTA per Share (cents)	3.75	3.46	3.38
EPS (cents)	(0.00)	(0.07)	(0.08)
<b>Gearing</b>			
Total borrowings (S\$'000)	100,415	100,415	100,415
Shareholders' Funds (S\$'000)	97,761	90,165	88,149
Gearing ratio (times)	1.03	1.11	1.14

**Note:-**

- (1) Upon the fulfilment of the Escrow Release Condition or the occurrence of a Liquidity Event before 31 December 2017, the Escrowed Shares (comprising 5% of the TCH Enlarged Share Capital) will be released to the Vendors.

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## LETTER TO SHAREHOLDERS

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### 7. THE PROPOSED DILUTION

Pursuant to Rule 805(2)(b) of the Listing Manual, an issuer must obtain the prior approval of its shareholders in a general meeting if a principal subsidiary of an issuer issues shares that will or may result in the a percentage reduction of 20% or more of the issuer's equity interest in the principal subsidiary.

As TCH is a principal subsidiary of the Company, depending on the fulfillment of the Escrow Release Condition or the occurrence of a Liquidity Event before 31 December 2017, the completion of the Proposed Acquisition will result in a percentage reduction of up to 25% of the Company's equity interest in TCH based on the TCH Enlarged Share Capital. Accordingly, prior approval of Shareholders will be required under Rule 805(2)(b) of the Listing Manual.

Notwithstanding the Proposed Dilution, the Group will continue to operate two core business segments, being the Lifestyle Division and the Investment Division. The Group's Lifestyle Division includes Beauty & Health and Enviro-Care products. Under its extensive brand portfolio are global names such as Apple, Beko, Bose, Canon, Carol Joy of London, Cuchen, Cuvilady, Daewoo, Harmon Kardon, Lenovo, Misfit, MTG (Refa), Orion, Ortech, Panasonic, Pomone, Robam, Samsung, Sharp, Skullcandy, Winia and Yamaha. The Group's Investment Division invests in real estate, including property-backed financial instruments and in direct property, and other investment opportunities, earning strong returns on its capital whilst seeking to recycle its capital speedily including bringing in co-investors. It also earns income from the services it provides in originating, packaging and managing these projects.

The group structure of the Company as at the Latest Practicable Date and post the Proposed Dilution are enclosed as Appendix A and B herein.

### 8. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

Mr. Jaginder Singh Pasricha, a Director, is a beneficial owner of one of the Vendors, J & H Singh Pty Ltd (in its capacity as trustee for ASK Buyser Executive Superannuation Fund No. 1). Save as disclosed and save for their respective shareholding interests (direct or deemed), if any, in the Company, the Directors and substantial Shareholders do not have any interest, whether direct or indirect, in the Proposed Acquisition and/or the Proposed Dilution.

## LETTER TO SHAREHOLDERS

### 8.1 Interest of Directors and Substantial Shareholders in the Company

The interests of the Directors and Substantial Shareholders (both direct and deemed) in the issued share capital of the Company, as recorded in the Register of Directors' Shareholdings and the Register of Substantial Shareholdings of the Company as at the Latest Practicable Date are set out below:

	Direct Interest		Deemed Interest	
	No. of Shares	% <sup>(1)</sup>	No. of Shares	% <sup>(1)</sup>
<b>Directors</b>				
Natarajan Subramaniam	–	–	–	–
Kartar Singh Thakral	–	–	781,473,230 <sup>(2)</sup>	29.86
Inderbethyl Singh Thakral	–	–	781,473,230 <sup>(2)</sup>	29.86
Jaginder Singh Pasricha	–	–	80,000,000 <sup>(3)</sup>	3.06
Lee Ying Cheun	–	–	–	–
Pratap Chinnan Nambiar	–	–	–	–
Dileep Nair	–	–	–	–
Bikramjit Singh Thakral	178,000	0.01	384,525,576 <sup>(4)</sup>	14.69
<b>Substantial Shareholders (other than Directors)</b>				
Manbeen Kaur Thakral	–	–	781,463,368 <sup>(5)</sup>	29.86
Thakral Investments Limited	194,412,792	7.43	587,050,576 <sup>(6)</sup>	22.43
Preview Investments Limited	137,525,000	5.25	449,525,576 <sup>(7)</sup>	17.18
Prime Trade Enterprises Limited	384,525,576	14.69	–	–
Venture Delta Limited	202,453,352	7.74	–	–
Constellation Star Holdings Limited	–	–	202,453,352 <sup>(8)</sup>	7.74
China Yuchai International Limited	–	–	202,453,352 <sup>(8)</sup>	7.74
HL Technology Systems Pte Ltd	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong (China) Limited	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong Asia Ltd.	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong Corporation Holdings Pte Ltd	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong Enterprises Pte. Ltd.	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong Investment Holdings Pte. Ltd.	–	–	202,453,352 <sup>(8)</sup>	7.74
Kwek Holdings Pte Ltd	–	–	202,453,352 <sup>(8)</sup>	7.74

**Notes:-**

- (1) Percentages are based on the issued capital of the Company as at the Latest Practicable Date.
- (2) Held through Thakral Investments Limited, TPL Investments Pte Ltd<sup>(9)</sup>, Preview Investments Limited, Prime Trade Enterprises Limited and Market Watch Ltd<sup>(10)</sup>.
- (3) Held through A.S.K. Holdings Sdn. Bhd., registered in the name of its nominee, HSBC (Singapore) Noms Pte Ltd.
- (4) Held through Prime Trade Enterprises Limited.
- (5) Held through Thakral Investments Limited, Preview Investments Limited, Prime Trade Enterprises Limited and Market Watch Ltd.
- (6) Held through Preview Investments Limited, Prime Trade Enterprises Limited and Market Watch Ltd.
- (7) Held through Prime Trade Enterprises Limited and Market Watch Ltd.

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## LETTER TO SHAREHOLDERS

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- (8) Held through Venture Delta Limited.
- (9) TPL Investments Pte Ltd holds 9,862 shares in the Company which amounts to an interest of 0.0004% in the Company.
- (10) Market Watch Ltd holds 65 million shares in the Company which amounts to an interest of 2.48% in the Company.

In addition, Mr. Jaginder Singh Pasricha holds 12,250 shares amounting to 12.25% of the total issued share capital of TCAP, a subsidiary of the Company. As Mr. Jaginder Singh Pasricha is a beneficial owner of one of the Vendors, J & H Singh Pty Ltd (in its capacity as trustee for ASK Buyser Executive Superannuation Fund No. 1), the Proposed Acquisition is regarded as an interested person transaction within the definition set out in Chapter 9 of the Listing Manual. As the value of the Proposed Acquisition (being the amount at risk to the Company) is approximately 4.46% of the latest audited consolidated NTA of the Group, Shareholders' approval is not required for the purposes of Chapter 9 of the Listing Manual. In respect of the Proposed Acquisition as an interested person transaction, the AC is of the view that the terms of the Proposed Transaction are on normal commercial term and not prejudicial to the Company and its minority Shareholders.

Save as disclosed above, none of the Directors has any direct interest in the share capital of the Company or any of its subsidiaries.

### 9. EXTRAORDINARY GENERAL MEETING

The EGM, notice of which is set out on page N-1 of this Circular, will be held at Cinnamon Room, Level 5, Novotel Singapore Clarke Quay, 177A River Valley Road, Singapore 179031 on 29 April 2015 at 4.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second annual general meeting of the Company to be held at 3.00 p.m. on the same day at the same place), for the purpose of considering and, if thought fit, passing, with or without modification the resolutions set out in the Notice of EGM attached in this Circular.

### 10. ACTION TO BE TAKEN BY SHAREHOLDERS

Shareholders who are unable to attend the EGM and who wish to appoint a proxy or proxies to attend and vote on their behalf should complete, sign and return the proxy form attached to the Notice of EGM in accordance with the instructions printed therein as soon as possible and, in any event, so as to arrive at the registered office of the Company at 20 Upper Circular Road, #03-06 The Riverwalk, Singapore 058416, not later than 48 hours before the time fixed for the EGM. The appointment of a proxy or proxies by a Shareholder does not preclude him from attending and voting in person at the EGM if he so wishes in place of the proxy.

A Depositor shall not be regarded as a member of the Company entitled to attend the EGM and to speak and vote thereat unless his name appears on the Depository Register maintained by CDP at least 48 hours before the EGM.

### 11. DIRECTORS' RECOMMENDATION

Save for Mr. Jaginder Singh Pasricha, the Directors, having considered and reviewed, the rationale for, and benefit of the Proposed Acquisition and the consequent Proposed Dilution as set out in Section 4 of this Circular, are of the opinion that the Proposed Acquisition and the consequent Proposed Dilution are in the best interests of the Company. Accordingly, the Directors recommend that Shareholders **vote in favour** of the resolutions as set out in the Notice of EGM attached in this Circular.

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## LETTER TO SHAREHOLDERS

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### 12. ABSTENTION FROM VOTING

In accordance with the requirements of Chapter 9 of the Listing Manual, Mr. Jaginder Singh Pasricha is regarded as an “interested person” (as defined in Chapter 9 of the Listing Manual) in relation to the Proposed Acquisition and Proposed Dilution, and will abstain and have undertaken to ensure that his associates will abstain, from voting on the ordinary resolutions relating to the Proposed Acquisition and the Proposed Dilution at the forthcoming EGM.

Such persons will also decline to accept appointment as proxy to vote and attend at the forthcoming EGM in respect of the ordinary resolutions relating to the Proposed Acquisition and the Proposed Dilution, unless the Shareholder concerned shall have been given specific instructions as to the manner in which his votes are to be cast.

### 13. DIRECTORS’ RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Proposed Acquisition and the consequent Proposed Dilution, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement herein misleading.

Where information in this Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context.

### 14. DOCUMENTS FOR INSPECTION

Copies of the following documents are available for inspection during normal office hours, on any weekday (public holidays excepted), at the registered office of the Company at 20 Upper Circular Road #03-06, The Riverwalk, Singapore 058416 from the date of this Circular up to the date of the EGM:-

- (a) the Memorandum and Articles of the Company; and
- (b) the Share Sale Agreement.

Yours faithfully  
For and on behalf of the Board of Directors of  
**THAKRAL CORPORATION LTD**

Natarajan Subramaniam  
Independent Non-Executive Chairman and Director

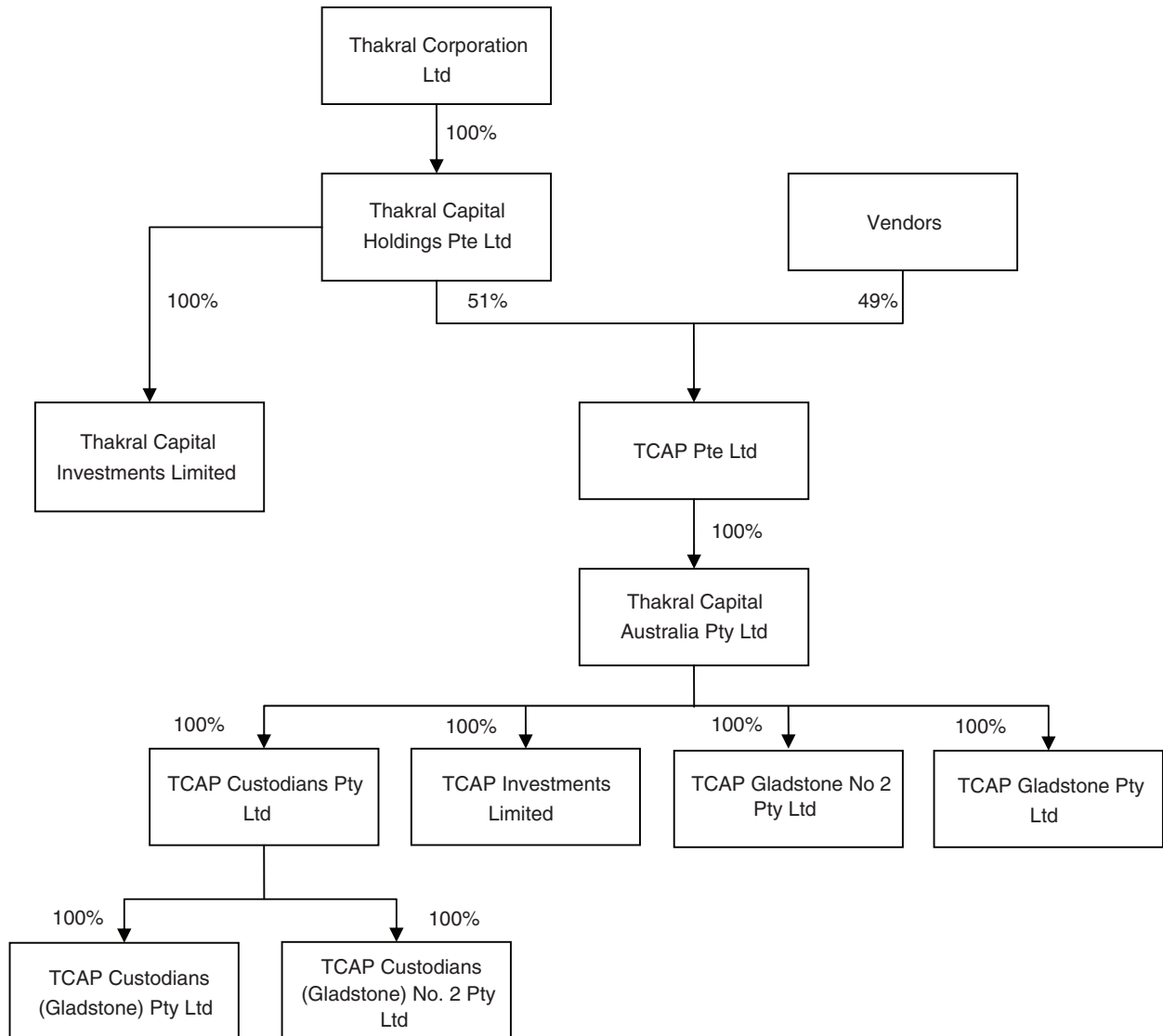


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## APPENDIX A

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### GROUP STRUCTURE OF THE COMPANY AS AT LPD

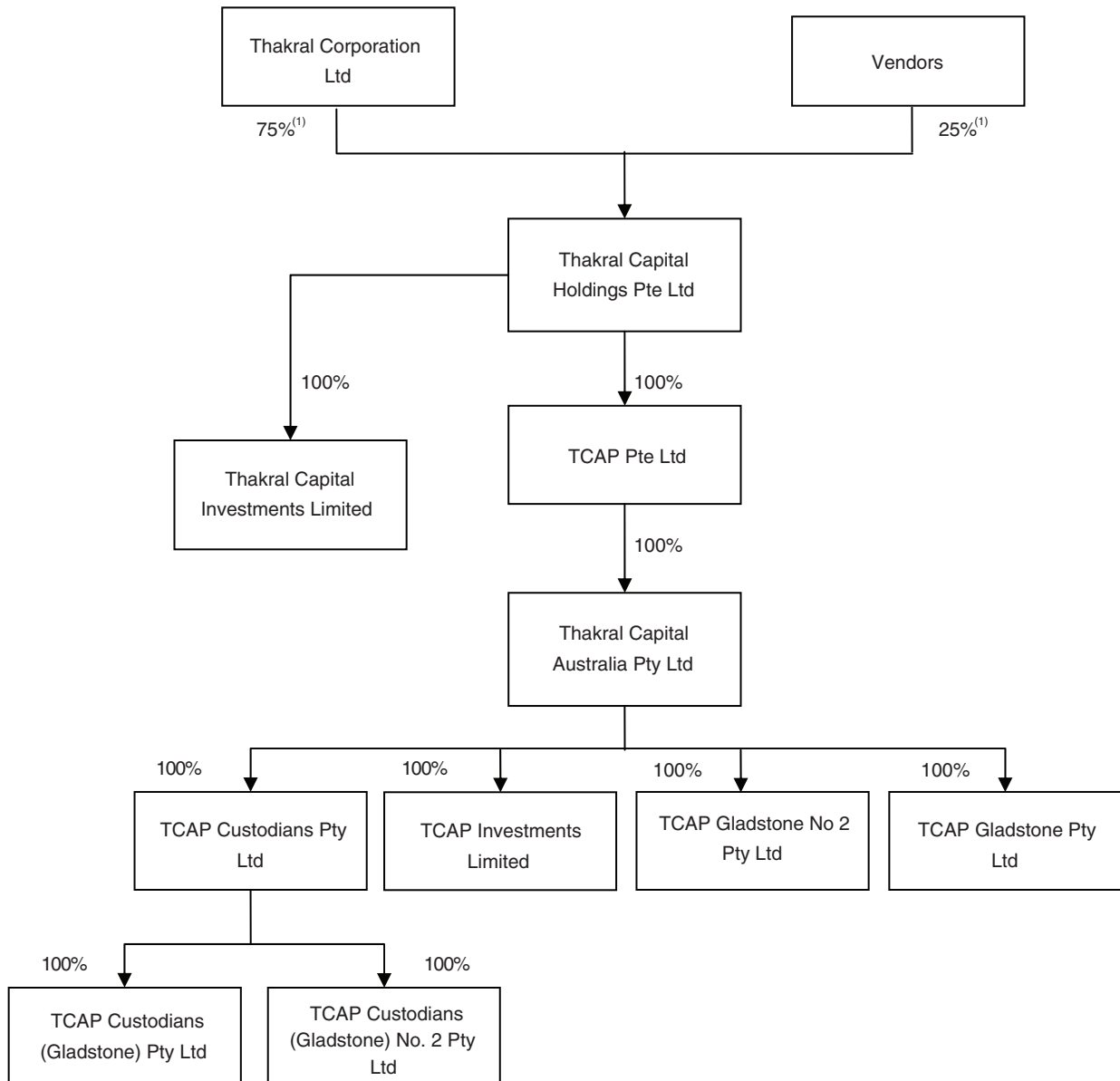


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## APPENDIX B

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### GROUP STRUCTURE OF THE COMPANY POST PROPOSED DILUTION



**Note:**

(1) Taking into account the release of the Escrowed Shares (comprising 5% of the TCH Enlarged Share Capital) to the Vendors.

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## APPENDIX C

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### **TCH SHAREHOLDERS' FUNDS TEST**

#### **A. Performance Hurdle**

1. The Performance Hurdle is achieved if as at 31 December 2017, the TCH shareholders' funds (the "**TCH Shareholders' Fund**") is equivalent to or above A\$72 million on a TCH Group consolidated basis, after the addition of the following to net TCH Shareholders' Funds:
  - a. any paid and accrued taxes, including income taxes and withholding taxes paid or accrued by an entity of the TCH Group from 1 January 2015 for the financial years 2015, 2016 and 2017;
  - b. any dividends paid by TCH above the 50% dividend payout ratio in accordance with the prevailing dividend and bonus policies; and
  - c. the present value of contracted revenue streams as at 31 December 2017, if not already included in the financial statements and not realised in cash.
2. The computation of profits or losses from the realisation of investments after 1 January 2015 shall be determined based on the original cost of the investments. Revaluation amounts of these investments previously included in the financial statements at time of computation shall be excluded in the determination of profits or net assets to ascertain the profits earned during the period from 1 January 2015 to 31 December 2017.
3. The TCH Shareholders' Funds shall be determined in accordance with Generally Accepted Accounting Principles in Singapore.
4. The auditors of the Company shall confirm the TCH Shareholders' Funds and that the adjustments to the TCH Shareholders' Funds are made in accordance with the above principles.

#### **B. Lower Performance Hurdle**

In the event the adjusted TCH Shareholders' Funds as confirmed by the auditors of the Company is less than A\$72 million but more than A\$68.4 million (the "**Lower Performance Hurdle**"), the Board may in its absolute discretion determine the release of all or part of the Escrowed Shares (together with any dividends or other distributions attributable to such Escrowed Shares) to the Vendors.

Mr. Jaginder Singh Pasricha and his associates will abstain from participating or voting on the Board's decision to release the Escrowed Shares in the event the Lower Performance Hurdle is met. The TCH Group's shareholders' funds as at 31 December 2014 (assuming that the Proposed Acquisition has taken place) is S\$40.46 million.

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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### THAKRAL CORPORATION LTD

(Incorporated in Singapore)  
(Company Registration No. 199306606E)

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting (“**EGM**”) of Thakral Corporation Ltd (the “**Company**”) will be held at Cinnamon Room, Level 5, Novotel Singapore Clarke Quay, 177A River Valley Road, Singapore 179031 on 29 April 2015 at 4.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second annual general meeting of the Company to be held at 3.00 p.m. on the same day at the same place), for the purpose of considering and, if thought fit, passing (with or without any modifications) the following ordinary resolutions as set out on page N-1 of each of the circulars dated 14 April 2015 in relation to (i) the Proposed Acquisition and the Proposed Dilution; (ii) the proposed adoption of the Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme; and (iii) the Proposed Share Consolidation (together, the “**Circulars**”):

*All capitalised terms used in this notice of EGM which are not defined herein shall have the same meanings ascribed to them in the Circulars.*

#### **ORDINARY RESOLUTION 1: THE PROPOSED ACQUISITION OF 49% OF THE ISSUED AND PAID-UP SHARE CAPITAL OF TCAP BY TCH, RESULTING IN TCAP BEING A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY**

THAT approval be and is hereby given:

- (a) for the Proposed Acquisition on the terms and subject to the conditions set out in the Share Sale Agreement; and
- (b) for the Directors of the Company and each of them to be authorized to take such steps, enter into all such transactions, arrangements and agreements and execute all such documents as may be necessary or expedient for the purpose of completing the Proposed Acquisition and/or the transactions contemplated by this resolution.

#### **ORDINARY RESOLUTION 2: THE PROPOSED DILUTION OF UP TO 25% OF THE COMPANY’S SHAREHOLDING INTEREST IN TCH, A PRINCIPAL SUBSIDIARY OF THE COMPANY, RESULTING FROM THE ISSUANCE OF NEW SHARES IN TCH PURSUANT AS PURCHASE CONSIDERATION FOR THE PROPOSED ACQUISITION**

THAT approval be and is hereby given for the Proposed Dilution, and any of the Directors of the Company be and is hereby authorised to do all such acts and things (including, without limitation, entering into all such transaction, arrangements and agreements and executing all such documents) as they may consider necessary or expedient for the purposes of giving full effect to this resolution.

#### **ORDINARY RESOLUTION 3: THE PROPOSED ADOPTION OF THE THAKRAL CAPITAL HOLDINGS PTE. LTD. EMPLOYEE SHARE OPTION SCHEME**

That the employee share option scheme to be named the “Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme” (the “**TCH ESOS**”), the rules of which have been set out in Appendix A of the Circular, be and is hereby approved and adopted, and the Directors of the Company be and are hereby authorised:

- a) to establish and administer the TCH ESOS;
- b) to modify and/or amend the TCH ESOS from time to time provided that such modifications and/or amendments are effected in accordance with the rules of the TCH ESOS and to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the TCH ESOS; and

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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- c) to grant options (the “**Options**”) in accordance with the rules of the TCH ESOS and to allot and issue or deliver from time to time such number of new TCH Shares or TCH Treasury Shares required pursuant to the exercise of the options under the TCH ESOS.

### ORDINARY RESOLUTION 4: PROPOSED SHARE CONSOLIDATION

That with effect from the date to be determined by the Directors of the Company (“**Directors**”) and pursuant to the Articles of Association of the Company, approval be and is hereby given:

- (a) for the proposed consolidation of every twenty (20) existing issued ordinary shares in the capital of the Company (“**Existing Shares**”) held by shareholders of the Company (“**Shareholders**”) as at a books closure date to be determined by the Directors (“**Books Closure Date**”) into one (1) Consolidated Share in the manner set out in the Circular (“**Proposed Share Consolidation**”);
- (b) for the Directors to disregard any fraction of a Consolidated Share which may arise from the Proposed Share Consolidation pursuant to paragraph (a) above, and for all fractions of Consolidated Shares to which holders of the Existing Shares would otherwise be entitled to, to be aggregated and re-purchased by the Company and cancelled in accordance with the Memorandum and Articles of Association of the Company;
- (c) for the Directors to be authorised to fix the Books Closure Date and the date on which the Shares will trade on the Mainboard of the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) in board lots of 100 Consolidated Shares in their absolute discretion as they deem fit; and
- (d) for the Directors and each of them to be authorised and empowered to complete and do and execute all such things and acts (including, without limitation, executing all such documents as may be required) as they or he may think necessary or expedient to give effect to this ordinary resolution, with such modifications thereto (if any) as they or he shall think fit in the interests of the Company.

BY ORDER OF THE BOARD

Chan Wan Mei  
Company Secretary

Singapore, 14 April 2015

#### Notes:-

1. A member of the Company entitled to attend and vote at the EGM is entitled to appoint one (1) or two (2) proxies to attend and vote in his/her stead. A proxy need not be a member of the Company.
2. The instrument appointing a proxy or proxies must be deposited together with the power of attorney (if any) under which it is signed or a notarially certified copy thereof at the Registered Office of the Company at 20 Upper Circular Road, #03-06 The Riverwalk, Singapore 058416, not less than 48 hours before the time for holding the EGM.

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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### **PERSONAL DATA PRIVACY:**

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "Purposes"), and (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes.

## PROXY FORM

### THAKRAL CORPORATION LTD

(Incorporated in the Republic of Singapore)  
(Company Registration No. 199306606E)

**IMPORTANT:**

1. For investors who have used their CPF monies to buy Thakral Corporation Ltd's shares, this Report is forwarded to them at the request of the CPF Approved Nominees and is sent solely FOR INFORMATION ONLY.
2. This Proxy Form is not valid for use by CPF investors and shall be ineffective for all intents and purposes if used or purported to be used by them.
3. CPF investors who wish to attend the EGM as an observer must submit their requests through their CPF Approved Nominees within the time frame specified. If they also wish to vote, they must submit their voting instructions to the CPF Approved Nominees

**Personal Data Privacy:**

By submitting an instrument appointing a proxy(ies) and/or representative(s), the member accepts and agrees to the personal data privacy terms set out in the Notice of Extraordinary General Meeting dated 14 April 2015.

### PROXY FORM EXTRAORDINARY GENERAL MEETING

I/We, \_\_\_\_\_ with NRIC/Passport Number: \_\_\_\_\_

of \_\_\_\_\_ (address)

being a member/members of **THAKRAL CORPORATION LTD** (the "Company") hereby appoint:-

Name	NRIC/ Passport No.	Proportion of Shareholdings (%)	
		No. of Shares	%
Address			
and/or (delete as appropriate)			
Name	NRIC/ Passport No.	Proportion of Shareholdings (%)	
		No. of Shares	%
Address			

or failing him/her, the Chairman of the Extraordinary General Meeting ("EGM") of the Company as my/our proxy/proxies to attend and vote for me/us on my/our behalf at the EGM to be held at Cinnamon Room, Level 5, Novotel Singapore Clarke Quay, 177A River Valley Road, Singapore 179031, on 29 April 2015 at 4.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second annual general meeting of the Company to be held at 3.00 p.m. on the same day at the same place) and at any adjournment thereof. I/We direct my/our proxy to vote for or against the resolutions proposed at the EGM as hereunder indicated. If no specific direction as to voting is given or in the event of any matter arising at the EGM and at any adjournment thereof, the proxy/proxies will vote or abstain from voting at his/her discretion. The authority herein includes the right to demand or to join in demanding a poll and to vote on a poll.

	To be used on a show of hands		To be used in the event of a poll	
	For <sup>(1)</sup>	Against <sup>(1)</sup>	Number of Votes For <sup>(2)</sup>	Number of Votes Against <sup>(2)</sup>
<b>Ordinary Resolution</b>				
1. To approve the Proposed Acquisition				
2. To approve the Proposed Dilution				
3. To approve the proposed adoption of the TCH Employee Share Option Scheme				
4. To approve the Proposed Share Consolidation				



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## PROXY FORM

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**Notes:**

- (1) Please indicate your vote "For" or "Against" with a "X" within the box provided.
- (2) If you wish to exercise all your votes "For" or "Against", please indicate so with a "X" within the box provided. Alternatively, please indicate the number of votes as appropriate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Total Number of Shares held	
CDP Register	
Register of Members	

\_\_\_\_\_  
Signature(s) of Member(s)/Common Seal of Corporate Member

**IMPORTANT: PLEASE READ NOTES BELOW BEFORE COMPLETING THIS PROXY FORM. PLEASE NOTE THERE ARE 3 SETS OF THE SAME PROXY FORM ENCLOSED IN THE 3 CIRCULARS DATED 14 APRIL 2015. PLEASE SUBMIT ONLY ONE SET OF THE PROXY FORM IN RESPECT OF THE VOTING INSTRUCTIONS FOR THE 4 ORDINARY RESOLUTIONS AS SET OUT IN THE CIRCULARS.**

**Notes:**

1. A member of the Company entitled to attend and vote at the Meeting is entitled to appoint one or two proxies to attend and vote in his stead.
2. Where a member appoints more than one proxy, he/she should specify the proportion of his/her shareholding (expressed as a percentage of the whole) to be represented by each proxy and if no percentage is specified, the first named proxy shall be treated as representing 100 per cent of the shareholding and the second named proxy shall be deemed to be an alternate to the first named.
3. A proxy need not be a member of the Company.
4. Please insert the total number of Shares held by you. If you have Shares entered against your name in the Depository Register (as defined in Section 130A of the Companies Act (Chapter 50) of Singapore), you should insert that number of Shares. If you have Shares registered in your name in the Register of Members of the Company, you should insert that number of Shares. If you have Shares entered against your name in the Depository Register and registered in your name in the Register of Members, you should insert the aggregate number of Shares. If no number is inserted, this form of proxy will be deemed to relate to all the Shares held by you.
5. The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 20 Upper Circular Road, #03-06 The Riverwalk, Singapore 058416 not less than 48 hours before the time set for the Extraordinary General Meeting.
6. The instrument appointing a proxy or proxies must be under the hand of the appointor or by his/her attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or a duly authorised officer.
7. Where an instrument appointing a proxy or proxies is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy, failing which the instrument may be treated as invalid.
8. A corporation which is a shareholder of the Company may, in accordance with Section 179 of the Companies Act (Chapter 50) of Singapore, authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the Extraordinary General Meeting.
9. The Company shall be entitled to reject the instrument appointing a proxy or proxies, if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified on the instrument appointing a proxy or proxies. In addition, in the case of shares entered in the Depository Register, the Company may reject any instrument appointing a proxy or proxies if a shareholder of the Company, being the appointor, is not shown to have shares entered against his/her name in the Depository Register as at 48 hours before the time appointed for holding the Extraordinary General Meeting, as certified by The Central Depository (Pte) Limited to the Company.



CIRCULAR DATED 14 APRIL 2015

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.**

**IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.**

If you have sold or transferred all your shares in the capital of Thakral Corporation Ltd (the “**Company**”) held through the Central Depository (Pte) Limited (the “**CDP**”), you need not forward this Circular (as defined herein) to the purchaser or transferee as arrangements will be made by the CDP for a separate Circular to be sent to the purchaser or transferee. If you have sold or transferred all your shares represented by physical share certificate(s), you should at once hand this Circular to the purchaser or transferee or to the bank, stockbroker or agent through whom you effected the sale or transfer, for onward transmission to the purchaser or transferee.

The Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) assumes no responsibility for any statements made, opinion expressed or reports contained in this Circular. The approval of the SGX-ST shall not be taken as an indication of the merits of the TCH ESOS (as defined herein).



## **THAKRAL CORPORATION LTD**

(Incorporated in the Republic of Singapore)  
(Company Registration No. 199306606E)

### **CIRCULAR TO SHAREHOLDERS IN RELATION TO THE PROPOSED ADOPTION OF THE THAKRAL CAPITAL HOLDINGS PTE. LTD. EMPLOYEE SHARE OPTION SCHEME**

#### **IMPORTANT DATES AND TIMES**

- Last date and time for lodgement of Proxy Form : 27 April 2015 at 4.00 p.m.
- Date and time of Extraordinary General Meeting : 29 April 2015 at 4.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second Annual General Meeting of the Company to be held at 3.00 p.m. on the same day at the same place).
- Place of Extraordinary General Meeting : Cinnamon Room, Level 5  
Novotel Singapore Clarke Quay  
177A River Valley Road  
Singapore 179031

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## DEFINITIONS

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The following definitions apply throughout in this Circular except where the context otherwise requires:

- “Articles”* : means the Articles of Association of TCH, as amended, modified or supplemented from time to time
- “Associate”* : (a) means in relation to any Director, chief executive officer, Substantial Shareholder or Controlling Shareholder (being an individual) means:
- (i) his immediate family;
  - (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
  - (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more;
- (b) means in relation to a Substantial Shareholder or a Controlling Shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more
- “Auditors”* : means the auditors of the Company for the time being
- “Board”* : means the board of directors of the Company
- “CDP”* : means the Central Depository (Pte) Limited
- “Circular”* : means this circular to Shareholders dated 14 April 2015
- “Committee”* : means the Compensation Committee of the Board, comprising such Directors as may be nominated by the Board from time to time, who shall be responsible for administering the TCH ESOS
- “Companies Act”* : means the Companies Act (Chapter 50) of Singapore, as amended, modified or supplemented from time to time
- “Company” or “TCL”* : means Thakral Corporation Ltd
- “Controlling Shareholder”* : means a person who:
- (a) holds directly or indirectly 15% or more of the total number of issued Shares excluding Treasury Shares. The SGX-ST may determine that a person who satisfies this paragraph is not a controlling shareholder; or
  - (b) in fact exercises control over the Company
- “Date of Grant”* : means the date on which an Option is granted to a Participant in accordance with the TCH ESOS Rules
- “Director(s)”* : means the director(s) of the Company

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## DEFINITIONS

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<i>“Effective Date”</i>	:	means, subject to the completion of the Share Sale Agreement, the date on which the Share Sale Agreement is deemed to take effect, being 1 January 2015
<i>“EGM”</i>	:	means the extraordinary general meeting of the Company to be convened and held at Cinnamon Room, Level 5, Novotel Singapore Clarke Quay, 177A River Valley Road, Singapore 179031 on 29 April 2015 at 4.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second Annual General Meeting of the Company to be held at 3.00 p.m. on the same day at the same place), notice of which is set out on pages N-1 to N-2 of this Circular
<i>“Exercise Price”</i>	:	means the price at which a Participant shall subscribe for each TCH Share upon the exercise of an Option, as determined in accordance with the TCH ESOS Rules
<i>“FRS”</i>	:	means the financial reporting standards
<i>“FY”</i>	:	means the financial year ended 31 December
<i>“Group”</i>	:	means TCH and its subsidiaries
<i>“Group Employee”</i>	:	means any confirmed employee of the Group (including any Group Executive Director) selected by the Committee to participate in the TCH ESOS in accordance with the TCH ESOS Rules
<i>“Group Executive Director”</i>	:	means a director of the Group who performs an executive function
<i>“KPI”</i>	:	means the key performance indicators to be determined by the Committee, which may take into account any advice from external experts
<i>“Latest Practicable Date”</i>	:	means the latest practicable date prior to the printing of this Circular, being 31 March 2015
<i>“Listing Manual”</i>	:	means the Listing Manual of the SGX-ST, as may be amended, modified or supplemented from time to time
<i>“Liquidity Event”</i>	:	means: <ul style="list-style-type: none"><li>(a) the separate listing on a recognised stock exchange of TCH or its successor in title pursuant to any corporate reorganisation pursuant to an initial public offering, a reverse takeover or the merger with a listed entity;</li><li>(b) a trade sale of more than 25% of the issued capital in TCH by way of transfer of existing TCH Shares and/or the issue of new TCH shares such that the new shareholder holds more than 25% of the issued capital in TCH; or</li><li>(c) the completion of a sale or series of sales of all or substantially all of the assets and businesses of TCH to one or more third parties</li></ul>
<i>“Managing Director”</i>	:	means the managing director of TCH
<i>“Market Day”</i>	:	where applicable, means a day on which the SGX-ST (or the recognised stock exchange, as the case may be) is open for trading in securities

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## DEFINITIONS

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<i>“Market Price”</i>	:	where applicable, means the price equal to the average of the last dealt prices for a TCH Share as determined by reference to the daily official list or other publication published by the SGX-ST (or the recognised stock exchange, as the case may be) for five (5) consecutive Market Days immediately preceding the relevant Offer Date, provided always that in the case of a Market Day on which the TCH Shares are not traded, the last dealt price for the TCH Shares on such Market Day shall be deemed to be the last dealt price of the TCH Shares on the immediately preceding Market Day on which the TCH Shares were traded, rounded up to the nearest whole cent in the event of fractional prices
<i>“Memorandum”</i>	:	means the Memorandum of Association of TCH, as amended, modified or supplemented from time to time
<i>“Notice of EGM”</i>	:	means the notice of EGM as set out on pages N-1 to N-2 of this Circular
<i>“Offer Date”</i>	:	means the date on which an offer to grant an Option is made
<i>“Option”</i>	:	means the right to subscribe for TCH Shares granted pursuant to the TCH ESOS Rules
<i>“Participant”</i>	:	means a Group Employee (including any Group Executive Director) who has been granted an Option
<i>“Principal Subsidiary”</i>	:	has the meaning ascribed to it in the Listing Manual
<i>“Record Date”</i>	:	means the date fixed by TCH for the purposes of determining entitlements to dividends or other distributions to or rights of holders of TCH Shares
<i>“recognised stock exchange”</i>	:	means a stock exchange in any jurisdiction (including but not limited to Australia, Singapore, Hong Kong or Taiwan) acceptable to a majority of the shareholders of TCH
<i>“SFA”</i>	:	means the Securities and Futures Act (Chapter 289) of Singapore, as amended, modified or supplemented from time to time
<i>“SGX-ST”</i>	:	means the Singapore Exchange Securities Trading Limited
<i>“Share(s)”</i>	:	means the ordinary share(s) in the capital of the Company
<i>“Shareholder(s)”</i>	:	means the shareholder(s) of the Company from time to time
<i>“Substantial Shareholder”</i>	:	means a Shareholder who has an interest in not less than 5% of the issued Shares
<i>“Share Sale Agreement”</i>	:	means the share sale agreement dated 29 January 2015 entered into between the Company, the Vendors and TCH
<i>“TCH”</i>	:	means Thakral Capital Holdings Pte. Ltd., a Principal Subsidiary of the Company
<i>“TCH ESOS”</i>	:	means the proposed Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme to be adopted by the Company
<i>“TCH ESOS Rules”</i>	:	means the Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme Rules as set out in Appendix A of this Circular

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## DEFINITIONS

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“TCH Share(s)”	:	means the ordinary share(s) in the capital of TCH
“TCH Shareholder(s)”	:	means the shareholder(s) of TCH from time to time
“TCH Treasury Share(s)”	:	means the TCH Share(s) held in treasury by TCH
“Treasury Shares”	:	means the Shares held in treasury by the Company
“Valuation Price”	:	means in a case where a Listing has occurred, the Market Price, and in a case where a Listing has not occurred, the latest valuation of each TCH Share as determined by an independent valuer appointed by TCH
“Vesting Date”	:	means the date on which an Option for Shares is effectuated, being the third (3 <sup>rd</sup> ) anniversary after the relevant Date of Grant, or earlier upon a Liquidity Event
“Vesting Period”	:	means the period during which an Option may vest, if any
“\$” and “cents”	:	means dollars and cents respectively of the lawful currency of Singapore
“%” or “per cent.”	:	means per centum or percentage

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

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

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act, the SFA or the Listing Manual or any statutory modification thereof and used in this Circular shall, where applicable, have the same meaning assigned to it under the Companies Act, the SFA or the Listing Manual or any modification thereof, as the case may be, unless otherwise provided.

Any reference to a time of day shall be a reference to Singapore time unless otherwise stated.

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

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## LETTER TO SHAREHOLDERS

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### THAKRAL CORPORATION LTD

(Incorporated in the Republic of Singapore)  
(Company Registration No. 199306606E)

#### Directors

Natarajan Subramaniam (Independent Non-Executive Chairman and Director)  
Kartar Singh Thakral (Executive Director)  
Inderbethal Singh Thakral (Executive Director)  
Jaginder Singh Pasricha (Executive Director)  
Lee Ying Cheun (Independent Non-Executive Director)  
Pratap Chinnan Nambiar (Independent Non-Executive Director)  
Dileep Nair (Independent Non-Executive Director)  
Bikramjit Singh Thakral (Alternative Non-Executive Director to Kartar Singh Thakral)

#### Registered Office:

20 Upper Circular Road  
#03-06 The Riverwalk  
Singapore 058416

14 April 2015

To: Shareholders of the Company

Dear Sir / Madam

#### ADOPTION OF THE THAKRAL CAPITAL HOLDINGS PTE. LTD. EMPLOYEE SHARE OPTION SCHEME

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### 1. INTRODUCTION

#### 1.1. Extraordinary General Meeting

As TCH is a wholly-owned subsidiary of the Company and also a Principal Subsidiary<sup>(1)</sup>, and the TCH ESOS will or may result in a percentage reduction of 20% or more of the Company's equity interest in TCH<sup>(2)</sup>, therefore Shareholders' approval is required for the implementation of the TCH ESOS pursuant to Rule 843 of the Listing Manual. As such, the Board is proposing to convene an EGM to seek Shareholders' approval in respect of the proposed adoption of the TCH ESOS.

#### Notes:-

- (1) "Principal Subsidiary" means a subsidiary whose latest audited consolidated pre-tax profits (excluding minority interest relating to that subsidiary) as compared with the latest audited pre-tax profits of TCL and its subsidiaries (the "TCL Group") (excluding the minority interest relating to that subsidiary) accounts for 20% or more of such pre-tax profits of the TCL Group.
- (2) The Company owns 100% of TCH as at the Latest Practicable Date. Please note that after the completion of the Share Sale Agreement, details of which are set out in the relevant circular thereto dated 14 April 2015 (the "Acquisition Circular"), the Company will own up to 75% of TCH assuming the release of the Escrowed Shares (as defined in the Acquisition Circular) or 80% of TCH assuming that the Escrowed Shares are not released to the Vendors. Together with a dilution of up to 15% of TCH's issued share capital arising from the TCH ESOS, this would result in more than a 20% reduction in the Company's equity interest in TCH.

#### 1.2. Purpose of this Circular

The purpose of this Circular is to explain the reasons for and to provide the Shareholders with information relating to the aforesaid proposal, and to seek Shareholders' approval in relation thereto at the EGM to be held at Cinnamon Room, Level 5, Novotel Singapore Clarke Quay, 177A River Valley Road, Singapore 179031 on 29 April 2015 at 4 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second Annual General Meeting of the Company to be held at 3.00 p.m. on the same day at the same place). The Notice of EGM is set out on pages N-1 to N-2 of this Circular.

### 2. THE TCH ESOS

TCH is proposing to implement an employee share option scheme to be named the "Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme".

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## LETTER TO SHAREHOLDERS

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### 2.1. TCH ESOS Rules

The TCH ESOS Rules in their entirety are set out in Appendix A to this Circular, and a summary of the rules is set out below.

### 2.2. Primary Objectives of the TCH ESOS

The TCH ESOS is established for the benefit of all Group Employees and its objectives are as follows:

- (a) to incentivise all Participants and have a store of equity participation for new Group Employees;
- (b) to motivate Participants to optimise performance, efficiency and productivity;
- (c) to reward and retain key Participants whose contributions are important to the long-term prospects and profitability of the Group;
- (d) to promote a sense of loyalty amongst the Participants to further the growth of the Group;
- (e) to attract potential employees with the relevant skills to contribute to the Group and to create value for the Shareholders and/or TCH Shareholders; and
- (f) to align the interests of the Participants with the interests of the Shareholders and/or TCH Shareholders.

### 2.3. Eligibility of Participants

Subject to the absolute discretion of the Committee, all Group Employees shall be eligible to participate in the TCH ESOS, provided that as of the Offer Date such Group Employees:

- (a) have attained the age of 21 years;
- (b) are not undischarged bankrupts;
- (c) in the opinion of the Committee, have contributed or will contribute to the success and development of the Group;
- (d) must hold such position as may be designated by TCH from time to time; and
- (e) must have their eligibility confirmed by TCH and/or any of its subsidiaries as at each proposed Date of Grant as determined by the Committee.

Subject to the absolute discretion of the Committee, the Controlling Shareholders and their Associates who meet the criteria as set out in the TCH ESOS Rules are eligible to participate in the TCH ESOS, provided that the participation of each Controlling Shareholder or his Associate, and each grant of an Option to any of them, may only be effected where the specific prior approval of independent Shareholders in a general meeting by a separate resolution has been obtained and the other requirements as set out in Rule 4.2 of the TCH ESOS Rules have been fulfilled.

### 2.4. Entitlement of Participants

An Option represents the right of a Participant to subscribe for TCH Shares in consideration of the Exercise Price to be paid upon the exercise of the Option. Subject to limitations under the TCH ESOS Rules, the Committee may take in account recommendations by the Managing Director and the advice of external experts, and shall decide in its sole and absolute discretion:

- (a) the selection of a Participant;
- (b) the circumstances under which such Options should be granted, including the KPI;



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## LETTER TO SHAREHOLDERS

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- (c) the number of Options to be granted; and
- (d) the relevant Date of Grant (with the first grant to be made in FY2015).

### 2.5. Size and Duration of the TCH ESOS

Pursuant to Rule 845 of the Listing Manual, the aggregate number of TCH Shares in relation to which an Option may be granted on any date under the TCH ESOS, when added to the number of TCH Shares issued and/or issuable in respect of:

- (a) all Options granted under the TCH ESOS; and
- (b) all TCH Shares, options or awards granted under any other share option or share scheme of TCH then in force (if any),

shall not exceed 15% of the total issued share capital of TCH (excluding TCH Treasury Shares) from time to time.

Rule 845 of the Listing Manual further stipulates that the aggregate number of TCH Shares in relation to which Options may be granted under the TCH ESOS to Controlling Shareholders and their Associates shall not exceed 25% of the TCH Shares available under the TCH ESOS, and the number of TCH Shares in relation to which an Option may be granted under the TCH ESOS to each Controlling Shareholder or his Associate shall not exceed 10% of the TCH Shares available under the TCH ESOS.

The TCH ESOS shall continue in force at the discretion of the Committee, subject to a maximum period of 10 years commencing on the date on which the TCH ESOS is adopted by Shareholders in a general meeting, provided that the TCH ESOS may continue beyond the aforesaid period of time with the approval of Shareholders in a general meeting, or may be terminated at any time by the Committee in its discretion, subject to all relevant approvals which may then be required having been obtained.

### 2.6. Exercise Price of Options

Subject to adjustments made in accordance with the TCH ESOS Rules, the Exercise Price shall be as follows:

- (a) in relation to Options which are granted within the first (1<sup>st</sup>) anniversary of the Effective Date, the Exercise Price shall be S\$99.00<sup>(1)</sup> per TCH Share; and
- (b) in relation to Options which are granted subsequent to the first (1<sup>st</sup>) anniversary of the Effective Date, the Exercise Price shall be determined by the board of directors of TCH on the recommendation of the Committee on the Date of Grant, provided that such price shall not be lower than that set out in Section 2.6(a) and shall in any case be at a premium to the net tangible asset (“NTA”) value per TCH Share.

**Note:**

- (1) The Exercise Price of S\$99.00 per TCH Share is at a premium of approximately 2.5 times of the NTA value per TCH Share of approximately S\$40.00 as at 31 December 2014 and was arrived at pursuant to negotiations between the Board and the board of directors of TCH.

### 2.7. Vesting Period and Exercise Period of Options

Subject to the TCH ESOS Rules and Rule 7 of Appendix B, Options granted to Participants shall only vest on the Vesting Date.

Options granted to Participants shall be exercisable at any time by a Participant after the relevant Vesting Date, provided always that such Options shall be exercised before the fifth (5<sup>th</sup>) anniversary of the relevant Vesting Date, or such earlier date as may be determined by the Committee, failing which, all unexercised Options shall immediately lapse and become null and void, and a Participant shall have no claim against the Company and/or TCH.

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## LETTER TO SHAREHOLDERS

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### 2.8. Operation of the TCH ESOS

Subject to the prevailing legislation and guidelines applicable to the TCH ESOS, as well as the rules of the Listing Manual, TCH will have the flexibility to deliver TCH Shares to Participants upon the exercise of their Options by way of:

- (a) an issue of new TCH Shares deemed to be fully paid upon their issuance and allotment;
- (b) the delivery of TCH Treasury Shares; and/or
- (c) subject to applicable laws, the purchase of existing TCH Shares.

In determining whether TCH should issue new TCH Shares, deliver TCH Treasury Shares or purchase existing TCH Shares, the Company will take into account factors such as (but not limited to) the amount of cash available, the number of TCH Shares to be delivered, the prevailing Valuation Price of the TCH Shares and the cost to the Company and/or TCH of the various modes of settlement.

As an alternative to and in lieu of the issuance or delivery of TCH Shares or TCH Treasury Shares as provided above but subject to the Exercise Price being lower than the Valuation Price, TCH (under the advice of the Committee) may, at its absolute and sole discretion, do any of the following upon exercise by Participants of their Options:

- (i) elect to pay to the Participants the difference between the Exercise Price and the Valuation Price in cash; or
- (ii) elect to pay to the Participants the difference between the Exercise Price and the Valuation Price in the form of new TCH Shares or TCH Treasury Shares to the nearest multiples of 1,000 (or such smaller denomination as may be determined by the Committee) with any excess of such difference being paid in cash.

Existing TCH Shares procured by TCH for transfer upon the exercise of an Option shall be subject to all the provisions of the Memorandum and Articles, shall rank in full for all entitlements, excluding dividends or other distributions declared or recommended in respect of the then existing TCH Shares, the Record Date for which falls on or before the relevant exercise date, and shall in all other respects rank *pari passu* with other existing TCH Shares then in issue.

### 3. ROLE AND COMPOSITION OF THE COMMITTEE

The Committee, whose primary function is to assist the Board in reviewing remuneration matters, is the designated body responsible for administering the TCH ESOS. In compliance with the requirements of the Listing Manual, a Participant of the TCH ESOS, who is also a member of the Committee, shall not be involved in its deliberations in respect of Options to be granted to or held by that member of the Committee.

### 4. RATIONALE FOR THE TCH ESOS

The target Participants of the TCH ESOS are Group Employees. Specifically, the TCH ESOS seeks to recognise the efforts and contributions of Participants who have contributed to the well-being and prosperity of the Group. The recognition accorded will help retain these essential Participants to ensure the continued success of the Group. The Group is constantly sourcing for new talents as against its competitors, some of which are large and established organisations offering extremely attractive benefits including share options. Accordingly, the implementation of the TCH ESOS would narrow the gap between what the Group and these prestigious competitors can offer, thereby making career prospects with the Group more attractive.

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## LETTER TO SHAREHOLDERS

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The key objective of the TCH ESOS is to motivate Group Employees to optimise their performance standards and efficiency, and to reward them for their significant contributions with participation in the equity of TCH. The Company believes that the TCH ESOS may be more effective than cash bonuses in motivating Group Employees to work towards pre-determined targets and to put in their best efforts, whilst at the same time allowing TCH to offer incentives and remuneration packages compatible with multinational companies.

**Shareholders should note that there are certain restrictions on the transfer of TCH Shares. Please refer to Appendix B of this Circular for further details of such restrictions.**

### 5. FINANCIAL EFFECTS OF THE TCH ESOS

Details of the costs to the Company of granting Options under the TCH ESOS would be as follows:

#### 5.1. Potential Costs of Options

Based on the Singapore FRS, no cash outlays would be expended by TCH at the time Options are issued by TCH (as compared with cash bonuses). However, TCH would recognise an expense in the financial statements based on the fair value of the Option as at the Date of Grant.

FRS 102 is effective for the financial statements of TCH for the financial year beginning 1 January 2015. Participants will receive TCH Shares in settlement of the Options, and the Options would be accounted for as equity-settled share-based transactions, as described in the following paragraphs.

The fair value of employee services received in exchange for the grant of the Options would be recognised as a charge to the income statement over the Vesting Period of an Option and a corresponding credit to reserve account. The total amount of the charge over the Vesting Period is generally measured based on the fair value of each Option granted. This is normally estimated by applying the option pricing model at the Date of Grant.

Before the end of the Vesting Period, and at each accounting year end, the estimate of the number of Options that are expected to vest by the vesting date is revised, and the impact of the revised estimate is recognised in the income statement with a corresponding adjustment to the reserve account. After the vesting date, no adjustment to the charge to the income statement is made.

This accounting treatment has been referred to as the “modified grant date method”, because the number of TCH Shares included in the determination of the expense relating to employee services is adjusted to reflect the actual number of TCH Shares that eventually vest but no adjustment is made to changes in the fair value of the TCH Shares since the Date of Grant. The amount charged to the income statement would be the same whether the Company settles the Options using TCH Treasury Shares, new TCH Shares or existing TCH Shares (“**equity settlement**”).

#### 5.2. Share Capital

The TCH ESOS will result in an increase in TCH’s issued share capital when new TCH Shares are issued and allotted to Participants pursuant to the exercise of Options. This increase will in turn depend on, *inter alia*, the number of TCH Shares comprised in the Options and the prevailing Valuation Price of the TCH Shares. However, there will be no change to TCH’s issued share capital where Options (when exercised) are satisfied by the delivery of TCH Treasury Shares or the purchase of existing TCH Shares.

#### 5.3. Earnings per Share

The TCH ESOS will have a dilutive effect on TCH’s consolidated earnings per TCH Share following the increase in TCH’s issued share capital to the extent that new TCH Shares are issued pursuant to the TCH ESOS.

#### 5.4. NTA

The issue of new TCH Shares upon the exercise of the Options under the TCH ESOS will increase the consolidated NTA of TCH by the aggregate Exercise Price of the new TCH Shares. On a per TCH Share basis, the effect on the NTA of TCH is accretive if the Exercise Price is above the NTA per TCH Share but dilutive otherwise.

## LETTER TO SHAREHOLDERS

### 6. INTERESTS OF DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS

The interests of Directors and Substantial Shareholders of the Company as at the Latest Practicable Date, as recorded in the Company's Register of Directors' Shareholdings and the Register of Substantial Shareholders, respectively, were as follows:

	Direct interest		Deemed interest	
	Number of Shares	% <sup>(1)</sup>	Number of Shares	% <sup>(1)</sup>
<b>Directors</b>				
Natarajan Subramaniam	–	–	–	–
Kartar Singh Thakral	–	–	781,473,230 <sup>(2)</sup>	29.86
Inderbethal Singh Thakral	–	–	781,473,230 <sup>(2)</sup>	29.86
Jaginder Singh Pasricha	–	–	80,000,000 <sup>(3)</sup>	3.06
Lee Ying Cheun	–	–	–	–
Pratap Chinnan Nambiar	–	–	–	–
Dileep Nair	–	–	–	–
Bikramjit Singh Thakral	178,000	0.01	384,525,576 <sup>(4)</sup>	14.69
<b>Substantial Shareholder (other than Directors)</b>				
Manbeen Kaur Thakral	–	–	781,463,368 <sup>(5)</sup>	29.86
Thakral Investments Limited	194,412,792	7.43	587,050,576 <sup>(6)</sup>	22.43
Preview Investments Limited	137,525,000	5.25	449,525,576 <sup>(7)</sup>	17.18
Prime Trade Enterprises Limited	384,525,576	14.69	–	–
Venture Delta Limited	202,453,352	7.74	–	–
Constellation Star Holdings Limited	–	–	202,453,352 <sup>(8)</sup>	7.74
China Yuchai International Limited	–	–	202,453,352 <sup>(8)</sup>	7.74
HL Technology Systems Pte Ltd	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong (China) Limited	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong Asia Ltd.	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong Corporation Holdings Pte Ltd	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong Enterprises Pte. Ltd.	–	–	202,453,352 <sup>(8)</sup>	7.74
Hong Leong Investment Holdings Pte. Ltd.	–	–	202,453,352 <sup>(8)</sup>	7.74
Kwek Holdings Pte Ltd	–	–	202,453,352 <sup>(8)</sup>	7.74

**Notes:**

- (1) Percentages are based on the issued capital of the Company as at the Latest Practicable Date.
- (2) Held through Thakral Investments Limited, TPL Investments Pte Ltd<sup>(9)</sup>, Preview Investments Limited, Prime Trade Enterprises Limited and Market Watch Ltd<sup>(10)</sup>.
- (3) Held through A.S.K. Holdings Sdn. Bhd., and registered in the name of its nominee, HSBC (Singapore) Noms Pte Ltd.
- (4) Held through Prime Trade Enterprises Limited.
- (5) Held through Thakral Investments Limited, Preview Investments Limited, Prime Trade Enterprises Limited and Market Watch Ltd.

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## LETTER TO SHAREHOLDERS

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- (6) Held through Preview Investments Limited, Prime Trade Enterprises Limited and Market Watch Ltd.
- (7) Held through Prime Trade Enterprises Limited and Market Watch Ltd.
- (8) Held through Venture Delta Limited.
- (9) TPL Investments Pte Ltd holds 9,862 Shares in the Company which amounts to an interest of 0.0004% in the Company.
- (10) Market Watch Ltd holds 65 million Shares in the Company which amounts to an interest of 2.48% in the Company.

In addition, Mr. Jaginder Singh Pasricha holds 12,250 shares amounting to 12.25% of the total issued share capital of TCAP Pte Ltd, a subsidiary of the Company.

Save as disclosed above, none of the Directors has any direct interest in the share capital of the Company or any of its subsidiaries.

### **7. DIRECTORS' RECOMMENDATION**

As Mr. Jaginder Singh Pasricha is eligible to participate in, and is therefore interested in, the TCH ESOS, he has abstained from making any recommendations to the Shareholders in respect of the TCH ESOS. The Board (other than Mr. Jaginder Singh Pasricha), having considered the rationale and information relating to the proposed TCH ESOS, is of the view that the adoption of the TCH ESOS is in the best interest of the Company.

### **8. EXTRAORDINARY GENERAL MEETING**

The EGM, notice of which is set out on pages N-1 to N-2 of this Circular, will be held on 29 April 2015 at 4.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second Annual General Meeting of the Company to be held at 3.00 p.m. on the same day at the same place) for the purpose of considering and, if thought fit, passing with or without modification the ordinary resolutions set out in the Notice of EGM.

### **9. ACTION TO BE TAKEN BY SHAREHOLDERS**

Shareholders who are unable to attend the EGM and wish to appoint a proxy to attend and vote on their behalf, should complete, sign and return the attached Proxy Form in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach at the registered office of the Company at 20 Upper Circular Road, #03-06 The Riverwalk, Singapore 058416, not less than 48 hours before the time fixed for the EGM. Appointment of a proxy by a Shareholder does not preclude him from attending and voting in person at the EGM if he so wishes.

A Depositor shall not be regarded as a Shareholder entitled to attend the EGM and to speak and vote thereat unless the Shares are entered against his name on the Depository Register at least 48 hours before the time fixed for the EGM.

### **10. ABSTENTION FROM VOTING**

Shareholders who are entitled to participate in the TCH ESOS, including eligible Directors who are also Shareholders, shall abstain from voting at the EGM on any resolutions relating to the TCH ESOS, and should decline appointment as proxies for voting at the EGM in respect of the aforesaid resolutions, unless specific instructions have been given in the proxy form on how the votes are to be cast for each of the aforesaid resolutions.

As Mr. Jaginder Singh Pasricha is eligible to participate in, and is therefore interested in, the TCH ESOS, he and his associates shall abstain from voting at the EGM on any resolutions relating to the TCH ESOS, and shall decline appointment as proxies for voting at the EGM in respect of the aforesaid resolutions, unless specific instructions have been given in the proxy form on how the votes are to be cast for each of the aforesaid resolutions.

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## LETTER TO SHAREHOLDERS

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### 11. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the proposal as set out in Section 1.1 above, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading. Where information in this Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context.

### 12. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected by Shareholders at the registered office of the Company at 20 Upper Circular Road, #03-06 The Riverwalk, Singapore 058416 during normal business hours from the date of this Circular up to and including the date of the EGM:

- (a) the annual report of the Company for FY2014;
- (b) the Memorandum and Articles; and
- (c) the TCH ESOS Rules.

Yours faithfully  
For and on behalf of the Board of Directors of  
**THAKRAL CORPORATION LTD**

Natarajan Subramaniam  
Independent Non-Executive Chairman and Director

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## APPENDIX A

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### **THAKRAL CAPITAL HOLDINGS PTE. LTD. EMPLOYEE SHARE OPTION SCHEME RULES**

#### **1. NAME OF THE SCHEME**

This employee share option scheme shall be called the “Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme”.

#### **2. DEFINITIONS**

2.1. Unless the context otherwise requires, the following words and expressions shall have the following meanings:

- “*Acceptance Form*” : has the meaning ascribed to it in Rule 8.1(a)
- “*Articles*” : means the Articles of Association of TCH
- “*Associate*” : (a) in relation to any Director, chief executive officer, Substantial Shareholder or Controlling Shareholder (being an individual) means:
- (i) his immediate family;
  - (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
  - (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more;
- (b) in relation to a Substantial Shareholder or a Controlling Shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more
- “*Auditors*” : means the auditors of the Company for the time being
- “*Board*” : means the board of directors of the Company
- “*Business Day*” : means any day on which banks are open for normal business in Singapore (other than a Saturday, Sunday or public holiday) and “*Business Days*” shall be construed accordingly
- “*CDP*” : means the Central Depository (Pte) Limited
- “*Committee*” : means the Compensation Committee of the Board, comprising such Directors as may be nominated by the Board from time to time, who shall be responsible for administering the TCH ESOS
- “*Companies Act*” : means the Companies Act (Chapter 50) of Singapore, as amended, modified or supplemented from time to time

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<i>“Company” or “TCL”</i>	:	means Thakral Corporation Ltd
<i>“Consideration”</i>	:	has the meaning ascribed to it in Rule 8.1
<i>“Controlling Shareholder”</i>	:	means a person who:  (a) holds directly or indirectly 15% or more of the total number of issued Shares excluding Treasury Shares. The SGX-ST may determine that a person who satisfies this paragraph is not a controlling shareholder; or  (b) in fact exercises control over the Company
<i>“CPF”</i>	:	means the Central Provident Fund
<i>“Date of Grant”</i>	:	means the date on which an Option is granted to a Participant in accordance with the TCH ESOS Rules
<i>“Director(s)”</i>	:	means the director(s) of the Company
<i>“EGM”</i>	:	means the extraordinary general meeting of the Company to be convened and held at at Cinnamon Room, Level 5, Novotel Singapore Clarke Quay, 177A River Valley Road, Singapore 179031 on 29 April 2015 at 4 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second Annual General Meeting of the Company to be held at 3.00 p.m. on the same day at the same place), notice of which is set out on pages N-1 to N-2 of this Circular
<i>“Exercise Notice”</i>	:	has the meaning ascribed to it in Rule 13.1
<i>“Exercise Price”</i>	:	means the price at which a Participant shall subscribe for each TCH Share upon the exercise of an Option, as determined in accordance with the TCH ESOS Rules
<i>“FRS”</i>	:	means the financial reporting standards
<i>“FY”</i>	:	means the financial year ended 31 December
<i>“Good Leaver”</i>	:	means a Professional whose employment with the Group ceases as a result of death, total or permanent disability (including by reason of serious ill health, injury or disability, in each case as certified by a medical practitioner approved by the board of directors of TCH), retirement, redundancy, or termination other than for misconduct, or as otherwise reasonably determined by the board of directors of TCH
<i>“Grantee”</i>	:	means the person to whom an offer of an Option is made
<i>“Group”</i>	:	means TCH and its subsidiaries
<i>“Group Employee”</i>	:	means any confirmed employee of the Group (including any Group Executive Director) selected by the Committee to participate in the TCH ESOS in accordance with the TCH ESOS Rules



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- “Group Executive Director”* : means a director of the Group who performs an executive function
- “Group Non-Executive Director”* : means a director of the Group other than a Group Executive Director
- “KPI”* : means the key performance indicators to be determined by the Committee, which may take into account any advice from external experts
- “Letter of Offer”* : has the meaning ascribed to it in Rule 7.2
- “Liquidity Event”* : means:
- (a) the separate listing on a recognised stock exchange of TCH or its successor in title pursuant to any corporate reorganisation pursuant to an initial public offering, a reverse takeover or the merger with a listed entity;
  - (b) a trade sale of more than 25% of the issued capital in TCH by way of transfer of existing TCH Shares and/or the issue of new TCH shares such that the new shareholder holds more than 25% of the issued capital in TCH; or
  - (c) the completion of a sale or series of sales of all or substantially all of the assets and businesses of TCH to one or more third parties
- “Listing Manual”* : means the Listing Manual of the SGX-ST, as may be amended, modified or supplemented from time to time
- “Managing Director”* : means the managing director of TCH
- “Market Day”* : means a day on which the SGX-ST (or the recognised stock exchange, as the case may be) is open for trading in securities
- “Market Price”* : where applicable, means the price equal to the average of the last dealt prices for a TCH Share as determined by reference to the daily official list or other publication published by the SGX-ST (or the recognised stock exchange, as the case may be) for five (5) consecutive Market Days immediately preceding the relevant Offer Date, provided always that in the case of a Market Day on which the TCH Shares are not traded, the last dealt price for the TCH Shares on such Market Day shall be deemed to be the last dealt price of the TCH Shares on the immediately preceding Market Day on which the TCH Shares were traded, rounded up to the nearest whole cent in the event of fractional prices
- “Memorandum”* : Memorandum of Association of TCH, as amended, modified or supplemented from time to time
- “Offer Date”* : The date on which an offer to grant an Option is made by way of the Letter of Offer

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<i>“Option”</i>	:	The right to subscribe for TCH Shares granted pursuant to the rules of the TCH ESOS
<i>“Option Period”</i>	:	Has the meaning ascribed to it in Rule 12
<i>“Principal Subsidiary”</i>	:	Has the meaning ascribed to it in the Listing Manual
<i>“Professionals”</i>	:	Means each of Gregory John Piercy, Victor Shkolnik, Kevin Charles Barry and Jaginder Singh Pasricha
<i>“Participant”</i>	:	A Group Employee (including any Group Executive Director) who has been granted an Option and, for the avoidance of doubt, the duly appointed legal personal representative(s) of a Good Leaver who has passed away
<i>“Record Date”</i>	:	The date fixed by TCH for the purposes of determining entitlements to dividends or other distributions to or rights of holders of TCH Shares
<i>“recognised stock exchange”</i>	:	A stock exchange in any jurisdiction (including but not limited to Australia, Singapore, Hong Kong or Taiwan) acceptable to a majority of the shareholders of TCH
<i>“SGX-ST”</i>	:	Singapore Exchange Securities Trading Limited
<i>“Share(s)”</i>	:	Ordinary share(s) in the capital of the Company
<i>“Shareholder(s)”</i>	:	Shareholder(s) of the Company from time to time
<i>“TCH”</i>	:	means Thakral Capital Holdings Pte. Ltd., a Principal Subsidiary of the Company
<i>“TCH ESOS”</i>	:	means the proposed Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme to be adopted by the Company
<i>“TCH Group”</i>	:	TCH and its subsidiaries
<i>“TCH Share(s)”</i>	:	means ordinary share(s) in the capital of TCH
<i>“TCH Shareholder(s)”</i>	:	means the shareholder(s) of TCH from time to time
<i>“TCH Treasury Share(s)”</i>	:	means the TCH Share(s) held in treasury by TCH
<i>“Valuation Price”</i>	:	means in a case where a Listing has occurred, the Market Price, and in a case where a Listing has not occurred, the latest valuation of each TCH Share as determined by an independent valuer appointed by TCH
<i>“Vesting Date”</i>	:	means the date on which an Option for Shares is effectuated, being the third (3 <sup>rd</sup> ) anniversary after the relevant Date of Grant, or earlier upon a Liquidity Event
<i>“Vesting Period”</i>	:	means the period during which an Option may vest, if any
<i>“\$” and “cents”</i>	:	means dollars and cents respectively of the currency of Singapore
<i>“%” or “per cent.”</i>	:	means per centum or percentage

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- 2.2. The terms “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the meanings ascribed to them, respectively, in Section 130A of the Companies Act.
- 2.3. Words importing the singular shall, where applicable, include the plural and *vice versa* and words importing the masculine shall, where applicable, include the feminine and neuter gender and *vice versa*. References to persons shall include corporations.
- 2.4. Any reference in the TCH ESOS to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act or any statutory modification thereof and used in the TCH ESOS shall, where applicable, have the same meaning assigned to it under the Companies Act.
- 2.5. Any reference in the TCH ESOS to a time of day shall be a reference to Singapore time.

### 3. OBJECTIVES

- 3.1. The TCH ESOS is established for the benefit of all Group Employees and its objectives are as follows:
  - (a) to incentivise all Participants and have a store of equity participation for new Group Employees;
  - (b) to motivate Participants to optimise performance, efficiency and productivity;
  - (c) to reward and retain key Participants whose contributions are important to the long-term prospects and profitability of the Group;
  - (d) to promote a sense of loyalty amongst the Participants to further the growth of the Group;
  - (e) to attract potential employees with the relevant skills to contribute to the Group and to create value for the Shareholders; and
  - (f) to align the interests of the Participants with the interests of the Shareholders.
- 3.2. Specifically, the TCH ESOS seeks to recognise the efforts and contributions of Group Employees who have contributed to the well-being and prosperity of the Group. The recognition accorded will help retain these essential Group Employees to ensure the continued success of the Group.
- 3.3. The Group is constantly sourcing for new talents as against its competitors, some of which are large and established organisations offering extremely attractive benefits including share options. Accordingly, the implementation of the TCH ESOS would narrow the gap between what the Group and these prestigious competitors can offer, thereby making career prospects with the Group more attractive.

### 4. ELIGIBILITY OF PARTICIPANTS

- 4.1. Subject to the absolute discretion of the Committee, all Group Employees shall be eligible to participate in the TCH ESOS, provided that as of the Offer Date such Group Employees:
  - (a) have attained the age of 21 years;
  - (b) are not undischarged bankrupts;
  - (c) in the opinion of the Committee, have contributed or will contribute to the success and development of the Group;
  - (d) must hold such position as may be designated by the Company from time to time; and
  - (e) must have their eligibility confirmed by the Company and/or any of its subsidiaries as at each proposed Date of Grant as determined by the Committee.

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## APPENDIX A

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- 4.2. Group Employees who are Controlling Shareholders or their Associates shall not participate in the TCH ESOS, unless:
- (a) such participation is approved by independent Shareholders and that a separate resolution is and will be passed to approve the participation of each such person and further that the resolution will approve the actual number and terms of options to be granted to that participant;
  - (b) the actual number and terms of any Options to be granted to them have been specifically approved by Shareholders who are not beneficiaries of the TCH ESOS in a general meeting in separate resolutions for each such Controlling Shareholder or his Associates; and
  - (c) all conditions for their participation in the TCH ESOS as may be required by the regulations of the SGX-ST from time to time are satisfied. In this regard, pursuant to Rule 845 of the Listing Manual, (1) the aggregate number of TCH Shares available to Controlling Shareholders and their Associates must not exceed 25% of the TCH Shares available under the TCH ESOS; and (2) the number of TCH Shares available to each Controlling Shareholder or his Associate must not exceed 10% of the TCH Shares available under the TCH ESOS.

### 5. **MAXIMUM ENTITLEMENT**

Subject to Rule 4 and Rule 6 of this TCH ESOS Rules, the number of TCH Shares over which Options may be granted to a Grantee for subscription under the TCH ESOS shall be determined at the absolute discretion of the Committee, who may take into account recommendations by the Managing Director and the advice of external experts. In making such determination, the Committee may also take into consideration (where applicable) factors such as the Grantee's rank, job performance, years of service, contribution to the success of the Group, potential for future development of the Grantee and the extent of effort and resourcefulness required to achieve the KPI.

### 6. **SIZE OF THE TCH ESOS**

- 6.1. Pursuant to Rule 845 of the Listing Manual, the aggregate number of TCH Shares in relation to which an Option may be granted on any date under the TCH ESOS, when added to the number of TCH Shares issued and/or issuable in respect of:
- (a) all Options granted hereunder; and
  - (b) all Options granted under any other schemes implemented by TCH (if any),
- shall not exceed 15% of the total issued share capital of TCH (excluding TCH Treasury Shares) from time to time.
- 6.2. Rule 845 of the Listing Manual further stipulates that the aggregate number of TCH Shares in relation to which Options may be granted under the TCH ESOS to Controlling Shareholders and their Associates shall not exceed 25% of the TCH Shares available under the TCH ESOS, and the number of TCH Shares in relation to which an Option may be granted under the TCH ESOS to each Controlling Shareholder or his Associate shall not exceed 10% of the TCH Shares available under the TCH ESOS.

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### 7. OFFER DATE

- 7.1. The Committee may, save as provided in Rule 4, Rule 5 and Rule 6, offer to grant Options to such Grantees as it may select in its absolute discretion at any time during the period when the TCH ESOS is in force, except that in the event that the TCH Shares are listed and quoted on the SGX-ST (or the recognised stock exchange, as the case may be), no Options shall be granted during the period of thirty (30) days immediately preceding the date of the announcement of TCH's interim and/or final results (whichever the case may be). In addition, in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is made, offers to grant Options may only be made on or after the second Market Day on which such announcement is released.
- 7.2. An offer to grant an Option to a Grantee shall be made by way of a letter (the "**Letter of Offer**") in the form or substantially in the form set out in Schedule 1, subject to such amendments as the Committee may determine from time to time.

### 8. ACCEPTANCE OF OFFER

- 8.1. An Option offered to a Grantee pursuant to Rule 7 may only be accepted by the Grantee within thirty (30) days after the relevant Offer Date and not later than 5.00 p.m. on the thirtieth (30<sup>th</sup>) day from such Offer Date by completing, signing and returning to the Company the acceptance form (the "**Acceptance Form**") in the form or substantially in the form set out in Schedule 2, subject to such modifications as the Committee may from time to time determine accompanied by the payment of S\$1.00 as consideration (the "**Consideration**") or such other amounts, and such other documentation as the Committee may require. If, at the date on which the Committee, for and on behalf of the Company, receives from the Grantee the Acceptance Form and the Consideration in respect of the Option as aforesaid, he remains eligible to participate in the TCH ESOS in accordance with these Rules.
- 8.2. The Grantee may accept or refuse the whole or part of the offer. If only part of the offer is accepted, the Grantee shall accept the offer in multiples of 1,000 TCH Shares (or such smaller denomination as may be determined by the Committee). The Committee shall within fifteen (15) Market Days of receipt of the Acceptance Form and the Consideration, acknowledge receipt of the same.
- 8.3. If a grant of an Option is not accepted strictly in the manner as provided in this Rule 8, such offer shall, upon the expiry of the thirty (30) day period referred to in Rule 8.1, automatically lapse and shall forthwith be deemed to be null and void, and be of no effect, and the Participant shall have no claim against the Company and/or TCH.
- 8.4. The Company shall be entitled to reject any purported acceptance of a grant of an Option made pursuant to this Rule 8 or Exercise Notice given pursuant to Rule 13 which does not comply strictly with the terms of the TCH ESOS.
- 8.5. Options are personal to the Grantees to whom they are granted and shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, or in any way whatsoever, without the Committee's prior written approval; but may be exercised by the Grantee's duly appointed personal representative as provided in Rule 16.5 in the event of the death of such Grantee.
- 8.6. In the event that a grant of an Option results in a contravention of any applicable law or regulation, such grant shall be null and void and of no effect and the relevant Participant shall have no claim whatsoever against the Company and/or TCH.

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- 8.7. Unless the Committee determines otherwise, an Option shall automatically lapse and become null, void and of no effect and shall not be capable of acceptance if:
- (a) it is not accepted in the manner as provided in Rule 8.1 within the thirty (30) day period referred to therein;
  - (b) the Participant dies prior to his acceptance of the Option;
  - (c) the Participant is adjudicated a bankrupt or enters into composition with his creditors prior to his acceptance of the Option;
  - (d) the Grantee, being a Group Employee, ceases to be in the employment of the Group or ceases to be a Director, in each case, for any reason whatsoever prior to his acceptance of the Option; or
  - (e) the Company is liquidated or wound-up prior to the Grantee's acceptance of the Option.

### 9. OPTION EXERCISE PRICE

Subject to any adjustment pursuant to Rule 10, the Exercise Price for each TCH Share in respect of which an Option is exercisable shall be as follows:

- (a) in relation to Options which are granted within the first (1<sup>st</sup>) anniversary of the Effective Date, the Exercise Price shall be S\$99.00<sup>(1)</sup> per TCH Share; and
- (b) in relation to Options which are granted subsequent to the first (1<sup>st</sup>) anniversary of the Effective Date, the Exercise Price shall be determined by the board of directors of TCH on the recommendation of the Committee, provided that such price shall not be lower than that set out in Rule 9(a) and shall in any case be at a premium to the net tangible asset value ("NTA") per TCH Share.

**Note:-**

- (1) The Exercise Price of S\$99.00 per TCH Share is at an approximately 2.5 times premium to the NTA per TCH Share of approximately S\$40.00 as at 31 December 2014, and was arrived at pursuant to negotiations between the Board and the board of TCH.

### 10. VARIATION OF CAPITAL

- 10.1. If a variation in the issued share capital of the TCH (whether by way of a capitalisation of profits or reserves or rights issue or reduction (including any reduction arising by reason of TCH purchasing or acquiring its issued TCH Shares), subdivision, consolidation or distribution, or issues for cash or for shares or otherwise howsoever), shall take place, then:

- (a) the Exercise Price in respect of the TCH Shares comprised in any Options to the extent unexercised;
- (b) the class and/or number of TCH Shares comprised in any Options to the extent unexercised and the rights attached thereto;
- (c) the maximum entitlement in any one FY; and/or
- (d) the class and/or number of TCH Shares in respect of which additional Options may be granted to Participants,

may, at the option of the Committee, be adjusted in such manner as the Committee may determine to be appropriate including retrospective adjustments where such variation occurs after the date of the exercise of an Option but the Record Date relating to such variation precedes such date of exercise and, except in relation to a capitalisation issue, upon the written confirmation of the Auditors (acting as experts and not as arbitrators), that in their opinion, such adjustment (or absence of adjustment) is fair and reasonable.

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10.2. Notwithstanding the provisions of Rule 10.1 above:

- (a) no such adjustment shall be made:
  - (i) if as a result, the Participant receives a benefit that a TCH Shareholder does not receive;
  - (ii) if as a result, such adjustment will result in the number of TCH Shares comprised in an Option, together with new TCH Shares to be issued or issuable under the TCH ESOS to exceed 15% of the total issue share capital of TCH (excluding TCH Treasury Shares) for the time being; and
  - (iii) unless the Committee, after considering all relevant circumstances, considers it equitable to do so; and
- (b) any adjustment (except in relation to a capitalisation issue) must be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

10.3. Unless the Committee considers an adjustment to be appropriate, the following events (whether singly or in combination) shall not normally be recognised as a circumstance requiring adjustments:

- (a) an issue of securities as consideration for an acquisition of any assets by the Company, or a private placement of securities of the Company;
- (b) where applicable, the cancellation of issued TCH Shares purchased or acquired by TCH by way of a market purchase of such TCH Shares, in accordance with the Listing Rules, undertaken by TCH on the SGX-ST (or the recognised stock exchange, as the case may be), during the period when a share purchase mandate granted by the TCH Shareholders (including any renewal of such mandate) is in force;
- (c) an issue of TCH Shares or other securities convertible into or with rights to acquire or subscribe for TCH Shares granted pursuant to any purchase or option scheme approved by the relevant shareholders in a general meeting, including the TCH ESOS;
- (d) an issue of TCH Shares or securities convertible into or with rights to acquire or subscribe for TCH Shares, in any case in consideration or part consideration for the acquisition of any other securities, assets or business;
- (e) an issue of TCH Shares or securities convertible into or with rights to acquire or subscribe for TCH Shares pursuant to any joint venture and/or debt conversion;
- (f) an issue of TCH Shares arising from the exercise of any warrants or the conversion of any convertible securities issued by TCH;
- (g) any increase in the number of issued TCH Shares as a consequence of the exercise of any options or conversion of any loan stock or any other securities convertibles into TCH Shares or subscription rights of any warrants issued from time to time by TCH enabling holders thereof to acquire new TCH Shares in the capital of TCH; or
- (h) any issue of TCH Shares pursuant to any scrip divided scheme for the time being of TCH.

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### 11. VESTING PERIOD

- 11.1. Options granted to Participants shall only vest on the Vesting Date.
- 11.2. Where a Participant ceases to be a Group Employee prior to the Vesting Date, any Options granted to such Participant shall immediately lapse and become null and void, and such Participant shall have no claim against the Company and/or TCH.
- 11.3. Notwithstanding Rule 11.1 and Rule 11.2, any Options granted shall vest immediately where the relevant Participant is a Good Leaver whilst in the employment of the Group.

### 12. OPTION PERIOD

- 12.1. Any Options granted to Participants shall only be exercisable, in whole or in part (provided that an Option may be exercised in part only in respect of 1,000 Shares (or such smaller denomination as may be determined by the Committee) or any multiple thereof) at any time, by a Participant after the relevant Vesting Date, provided always that such Options shall be exercised before the fifth (5<sup>th</sup>) anniversary of the relevant Vesting Date, or such earlier date as may be determined by the Committee, failing which all unexercised Options shall immediately lapse and become null and void, and a Participant shall have no claim against the Company and/or TCH (the “**Option Period**”).
- 12.2. An Option shall, to the extent unexercised, immediately lapse and become null and void and the Participant shall have no claim against the Company and/or TCH:
  - (a) subject to Rules 12.3 and 12.4, upon the Participant ceasing to be a Group Employee for any reason whatsoever;
  - (b) upon the bankruptcy of the Participant or the happening of any other event which results in him being deprived of the legal or beneficial ownership of such Option; or
  - (c) in the event of termination for cause including but not limited to gross negligence, wilful misconduct, on the part of the Participant, as determined by the Committee in its absolute discretion.

For the purpose of Rule 12.2(a), the Participant shall be deemed to have ceased being so employed as of the date of the notice of termination or resignation, as the case may be, unless such notice shall be withdrawn prior to its effective date. For the avoidance of doubt, no Option shall lapse pursuant to Rule 12.2(a) in the event of any transfer of employment of a Participant within the Group or upon the cessation of employment of a Group Executive Director who shall continue to serve as a Group Non-Executive Director.

- 12.3. Notwithstanding Rule 12, if a Participant ceases to be in the employment of the Group by reason of:
  - (a) being a Good Leaver;
  - (b) retirement before the retirement age (as prescribed by the relevant local legislation) with the consent of the Committee;
  - (c) the subsidiary, by which he is principally employed ceasing to be a company within the Group or the undertaking or part of the undertaking of such subsidiary, being transferred otherwise than to another company within the Group; or
  - (d) for any other reason approved in writing by the Committee,

he may exercise any unexercised Option within the relevant Option Period, and upon the expiry of such Option Period, the Option shall immediately lapse and become null and void, and the Participant shall have no claim against the Company and/or TCH.



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12.4. The Committee may, by notification, provide for further restrictions on the Option Period whether by providing a schedule for the vesting of TCH Shares comprised in the relevant Options or otherwise.

### 13. EXERCISE OF OPTIONS, ALLOTMENT AND LISTING OF SHARES (IF APPLICABLE)

13.1. An Option may be exercised, in whole or in part (provided that an Option may be exercised in part only in respect of 1,000 Shares (or such smaller denomination as may be determined by the Committee) or any multiple thereof), by a Participant giving notice in writing to the Company in the form or substantially in the form set out in Schedule 3 (the “**Exercise Notice**”), subject to such amendments as the Committee may from time to time determine.

13.2. Every Exercise Notice must be accompanied by a remittance for the full amount of the aggregate Exercise Price in respect of the TCH Shares which have been exercised under the Option, the relevant CDP charges (where applicable), any other applicable administrative or handling fees or charges by the SGX-ST (or the recognised stock exchange, as the case may be), CDP or corporate secretarial agent (where applicable), and any other documentation the Committee may require. All payment shall be made by cheque, cashier’s order, bank draft or postal order made out in favour of TCH.

13.3. An Option shall be deemed to be exercised upon the receipt by the Company of the duly completed Exercise Notice and the receipt by the Company of the full amount of the aggregate Exercise Price in respect of the TCH Shares which have been exercised under the Option.

13.4. Subject to:

(a) such consents or other actions required by any competent authority under any regulations or enactments for the time being in force as may be necessary (including any approvals required from the SGX-ST); and

(b) compliance with the TCH ESOS Rules, and the Memorandum and Articles,

TCH shall, as soon as practicable after the exercise of an Option by a Participant but in any event within ten (10) Market Days (or such other period as may be permitted by any applicable regulations and guidelines) after the date of the exercise of the said Option in accordance with Rule 13.1, allot and issue the TCH Shares in respect of which such Option has been exercised by the Participant and within five (5) Market Days from the date of such allotment, despatch the relevant share certificates to the Participant. In the event that the TCH Shares are listed and quoted on the SGX-ST (or the recognised stock exchange, as the case may be), the relevant share certificates shall be despatched to the CDP or its equivalent for the credit of the securities account or securities sub-account of that Participant by ordinary post or such other mode of delivery as the Committee may deem fit.

13.5. In the event that the TCH Shares are listed and quoted on the SGX-ST (or the recognised stock exchange, as the case may be), TCH shall as soon as practicable after the exercise of an Option, apply to the SGX-ST (or the recognised stock exchange, as the case may be) for permission to deal in and for quotation of the TCH Shares which may be issued upon the exercise of the Option and the TCH Shares (if any) which may be issued to the Participant pursuant to any adjustments made in accordance with Rule 10.

13.6. TCH Shares which are allotted on the exercise of an Option by a Participant shall be issued, as the Participant may elect, in his name, or, if the TCH Shares are listed and quoted on the SGX-ST (or the recognised stock exchange, as the case may be), in the name of the CDP or its equivalent for the credit of the securities account or securities sub-account of that Participant.

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- 13.7. TCH Shares which are allotted and issued upon the exercise of an Option by a Participant shall be subject to all provisions of the Companies Act, and the Memorandum and Articles (including all provisions thereof relating to the voting, dividend, transfer and other rights attached to such TCH Shares, including those rights which arise from a liquidation of TCH) and shall rank *pari passu* in all respects with the then existing issued TCH Shares in the capital of TCH except for any dividend, right, allotment or other distribution, the Record Date for which is prior to the date such Option is exercised.
- 13.8. Except as set out in Rule 13.4 and subject to Rule 10, an Option does not confer on a Participant any right to participate in any new issue of TCH Shares.
- 13.9. The Company shall keep available sufficient unissued TCH Shares to satisfy the full exercise of all Options for the time being remaining capable of being exercised.
- 13.10. As an alternative to and in lieu of the issuance or delivery of TCH Shares or TCH Treasury Shares as provided above but subject to the Exercise Price being lower than the Valuation Price, TCH (under the advice of the Committee) may, at its absolute and sole discretion, do any of the following upon exercise by Participants of their Options:
- (a) elect to pay to the Participants the difference between the Exercise Price and the Valuation Price in cash; or
  - (b) elect to pay to the Participants the difference between the Exercise Price and the Valuation Price in the form of new TCH Shares or TCH Treasury Shares to the nearest multiples of 1,000 (or such smaller denomination as may be determined by the Committee) with any excess of such difference being paid in cash.
- 13.11. TCH Shares allotted and issued upon the exercise of an Option shall not be sold except in accordance with Appendix B.

### 14. MODIFICATIONS AND ALTERATIONS TO THE TCH ESOS

- 14.1. Any or all of the provisions of the TCH ESOS may be modified and/or altered at any time and from time to time by resolution of the Committee except that:
- (a) any modification or alteration which shall alter adversely the rights attached to any Options granted prior to such modification or alteration and which in the opinion of the Committee, materially alter the rights attaching to any Options granted prior to such modification or alteration may only be made with the consent in writing of such number of Participants who, if they exercised their Options in full, would thereby become entitled to not less than three-quarters of the total number of all the TCH Shares which would fall to be issued and allotted upon exercise in full of all outstanding Options;
  - (b) any modification or alteration which would be to the advantage of Participants under the TCH ESOS shall be subject to the prior approval of Shareholders at a general meeting; and
  - (c) where TCH Shares are listed and quoted on the SGX-ST (or the recognised stock exchange, as the case may be), no modification or alteration shall be made without the prior approval of the SGX-ST (or the recognised stock exchange, as the case may be), and such other regulatory authorities as may be necessary.

For the purposes of Rule 14.1(a), the opinion of the Committee as to whether any modification or alteration would alter adversely the rights attaching to any Options shall be final and conclusive.

- 14.2. Written notice of any modification or alteration made in accordance with this Rule shall be given to all Participants.

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### 15. DURATION OF THE TCH ESOS

- 15.1. The TCH ESOS shall continue in force at the discretion of the Committee, subject to a maximum period of 10 years commencing on the date on which the TCH ESOS is adopted by Shareholders in a general meeting, provided that the TCH ESOS may continue beyond the aforesaid period of time with the approval of Shareholders in a general meeting, or may be terminated at any time by the Committee in its discretion, subject to all relevant approvals which may then be required having been obtained.
- 15.2. Notwithstanding the above, the TCH ESOS may be terminated at any time by the Committee or by resolution of the Shareholders at a general meeting, subject to all relevant approvals which may be required. If the TCH ESOS is so terminated, no further Options shall be offered by the Company hereunder. The termination, discontinuance or expiry of the TCH ESOS shall be without prejudice to the rights accrued to Options which have been granted and accepted as provided in Rule 8, whether such Options have been exercised (whether fully or partially) or not.

### 16. TAKE-OVER AND WINDING UP OF THE COMPANY

- 16.1. In the event of a take-over offer being made for TCH where TCH Shares are listed and quoted on the SGX-ST, Participants (including Participants holding Options which are then not exercisable pursuant to Rule 11 and Rule 12) holding Options as yet unexercised shall, notwithstanding Rule 11 and 12 but subject to Rule 16.5, be entitled to exercise such Options in full or in part during the period commencing on the date on which such offer is made or, if such offer is conditional, the date on which the offer becomes or is declared unconditional (as the case may be) and ending on the earlier of:
- (a) the expiry of six (6) months thereafter, unless prior to the expiry of such six (6) month period, at the recommendation of the offeror and with the approvals of the Committee and (if so required) the SGX-ST, such expiry date is extended to a later date (being a date falling not later than the date of expiry of the Option Period relating thereto); or
  - (b) the date of the expiry of the Option Period relating thereto,

whereupon any Options then remaining unexercised shall immediately lapse and become null and void, and a Participant shall have no claim against the Company and/or TCH.

Provided always that if during such period the offeror becomes entitled or bound to exercise the rights of compulsory acquisition of the TCH Shares under any relevant regulatory provisions or legislation and, being entitled to do so, gives notice to the Participants that it intends to exercise such rights on a specified date, all Options shall remain exercisable by the Participants until such specified date or the expiry of the respective Option Periods relating thereto, whichever is earlier. Any Options not so exercised by the said specified date shall lapse and become null and void, and the Participant shall have no claim against the Company and/or TCH provided that the rights of acquisition or obligation to acquire stated in the notice shall have been exercised or performed (as the case may be). If such rights of acquisition or obligations have not been exercised or performed, all Options shall, subject to Rule 12, remain exercisable until the expiry of the Option Period. For the avoidance of doubt, the provisions of this Rule 16 shall not come into operation in the event that a take-over offer which is conditional does not or is not declared unconditional.

- 16.2. In the event of a take-over offer being made for TCH where TCH Shares are listed and quoted on a recognised stock exchange, the takeover regulations of the jurisdiction in which that recognised stock exchange operates shall apply.
- 16.3. If under any applicable laws, the court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of TCH or its amalgamation with another company or companies, Participants (including Participants holding Options which are then not exercisable pursuant to Rule 11 and Rule 12) shall notwithstanding Rule 11 and Rule 12 but subject to Rule 16.6, be entitled to exercise any Option then held by them during the period commencing on the date upon which the compromise or arrangement is sanctioned by

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the court and ending either on the expiry of sixty (60) days thereafter or the date upon which the compromise or arrangement becomes effective, whichever is later (but not after the expiry of the Option Period relating thereto), whereupon any unexercised Options shall lapse and become null and void, and such Participant shall have no claim against the Company and/or TCH, provided always that the date of exercise of any Options shall be before the expiry of the relevant Option Period.

- 16.4. If an order or an effective resolution is passed for the winding up of TCH on the basis of its insolvency, all Options, to the extent unexercised, shall lapse and become null and void, and such Participant shall have no claim against the Company and/or TCH.
- 16.5. In the event a notice is given by TCH to TCH Shareholders to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up TCH, TCH shall on the same date as or soon after it despatches such notice to each member of TCH give notice thereof to all Participants (together with a notice of the existence of the provisions of this Rule 16.5) and thereupon, each Participant (or his legal personal representative(s)) shall be entitled to exercise all or any of his Options at any time not later than two (2) Business Days prior to the proposed general meeting of TCH by giving notice in writing to TCH, accompanied by a remittance for the full amount of the aggregate Exercise Price for the TCH Shares in respect of which the notice is given whereupon TCH shall as soon as possible and, in any event, no later than the business day immediately prior to the date of the proposed general meeting referred to above, allot the relevant TCH Shares to the Participant credited as fully paid.
- 16.6. If in connection with the making of a general offer referred to in Rule 16.1 or Rule 16.2 above or the scheme referred to in Rule 16.3 above or the winding up referred to in Rule 16.5 above, arrangements are made (which are confirmed in writing by the Auditors, acting only as experts and not as arbitrators, to be fair and reasonable) for the compensation of Participants, whether by the continuation of their Options or the payment of cash or the grant of other options or otherwise, a Participant holding an Option, which is not then exercisable, may not, at the discretion of the Committee, be permitted to exercise that Option as provided for in this Rule 16.
- 16.7. If the events stipulated in this Rule 16 should occur, to the extent that an Option is not exercised within the respective periods referred to herein in this Rule 16, it shall lapse and become null and void, and the Participant shall have no claim against the Company and/or TCH.

### **17. ADMINISTRATION OF THE TCH ESOS**

- 17.1. Subject to the prevailing legislation and guidelines applicable to the TCH ESOS, as well as the rules of the Listing Manual, TCH will have the flexibility to deliver TCH Shares to Participants upon the exercise of their Options by way of:
- (a) an issue of new TCH Shares deemed to be fully paid upon their issuance and allotment;
  - (b) the delivery of TCH Treasury Shares; and/or
  - (c) subject to applicable laws, the purchase of existing TCH Shares.
- 17.2. In determining whether to issue new TCH Shares, deliver TCH Treasury Shares or purchase existing TCH Shares for delivery to Participants upon the exercise of their Options, TCH will take into account factors such as, but not limited to:
- (a) the number of TCH Shares to be delivered;
  - (b) the amount of cash available;
  - (c) the prevailing Valuation Price of the TCH Shares; and
  - (d) the cost to the Company of either issuing new TCH Shares or purchasing existing TCH Shares.

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- 17.3. The TCH ESOS will be administered by the Committee. A Participant who is a member of the Committee shall abstain from deliberation in respect of an Option to be granted to that Participant.
- 17.4. The Committee shall have the power, from time to time, to make or vary such regulations (not being inconsistent with the TCH ESOS) for the implementation and administration of the TCH ESOS as it thinks fit.
- 17.5. Any decision of the Committee, made pursuant to any provision of the TCH ESOS (other than a matter to be certified by the Auditors), shall be final and binding (including any decisions pertaining to disputes and uncertainty as to the interpretation of the TCH ESOS or any rule, regulation, or procedure thereunder or as to any rights under the TCH ESOS).
- 17.6. As a safeguard against abuse, pursuant to the Listing Manual, a Participant who is a member of the Committee shall not be involved in its deliberation in respect of Options (if any) to be granted to him. Further, where Options are proposed to be granted to or held by Group Executive Directors, Controlling Shareholders or their Associates, all members of the Board (and not just members of the Committee) who are not Group Executive Directors, Controlling Shareholders or Associates of Controlling Shareholders, will be involved in deliberation on the same.

### **18. NOTICES**

- 18.1. Any notice given by a Participant to the Company shall be sent by post or delivered to the registered office of the Company or such other address as may be notified by the Company to the Participant in writing.
- 18.2. Any notice or documents required to be given by the Company to a Participant or any correspondences to be made between the Company and the Participant shall be given or made by the Committee (or such person(s) as it may from time to time direct) on behalf of the Company and shall be sent to the Participant by hand or sent to him at his home address stated in the records of TCH or the last known address of the Participant, and if sent by post shall be deemed to have been given on the day immediately following the date of posting.

### **19. TERMS OF EMPLOYMENT UNAFFECTED**

The TCH ESOS or any Option shall not form part of any contract of employment between any company within the Group and any Participant, and the rights and obligations of any individual under the terms of the office or employment with such company within the Group shall not be affected by his participation in the TCH ESOS or any right which he may have to participate in it or any Option which he may hold and the TCH ESOS or any Option shall afford such an individual no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason whatsoever.

### **20. TAXES**

All taxes (including income tax) arising from the exercise of any Options granted to any Participant under the ESOS shall be borne by that Participant.

### **21. COSTS AND EXPENSES OF THE TCH ESOS**

- 21.1. Each Participant shall be responsible for all fees incurred in relation to the issue of any relevant share certificates to the Participant pursuant to the exercise of any Options, or where the TCH Shares are listed and quoted on the SGX-ST (or the recognised stock exchange, as the case may be), all fees of the CDP or its equivalent relating to or in connection with the issue and allotment of any TCH Shares pursuant to the exercise of any Options in the name of the CDP or its equivalent, the deposit of the relevant share certificate(s) with the CDP, the Participant's securities account with the CDP or the Participant's securities sub-account with a CDP Depository Agent or CPF investment amount with a CDP agent bank or their equivalent, and all taxes referred to in Rule 20 shall be payable by the relevant Participant.

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- 21.2. Save for the taxes referred to in Rule 20 and such costs and expenses expressly provided in the TCH ESOS to be payable by the Participants, all fees, costs, and expenses incurred by the Company and/or TCH in relation to the TCH ESOS including but not limited to the fees, costs and expenses relating to the allotment, issue and/or delivery of the TCH Shares pursuant to the exercise of any Option(s) shall be borne by the Company and/or TCH.

### 22. DISCLAIMER OF LIABILITY

Notwithstanding any provision(s) herein contained, the Board, the Committee, the Company and TCH shall not under any circumstances be held liable for any costs, losses, expenses and damages, (including any interest arising thereof), whatsoever and howsoever arising in respect of any matter under or in connection with the TCH ESOS including but not limited to the TCH's delay or failure in allotting and issuing the TCH Shares or, where applicable, in applying for or procuring the listing of and quotation for the TCH Shares allotted pursuant to the exercise of any Option(s) on the SGX-ST (or the recognised stock exchange, as the case may be).

### 23. CONDITION OF OPTION

Every Option shall be subject to the condition that no TCH Shares shall be issued pursuant to the exercise of an Option if such issue would be contrary to any law or enactment, or any rules or regulations of any legislative or non-legislative governing body for the time being in force in Singapore or any other relevant country having jurisdiction in relation to the issue of TCH Shares thereto.

### 24. DISCLOSURE IN ANNUAL REPORTS

The Company shall, for so long as the TCH ESOS continues in operation, make the following disclosure in its annual report:

- (a) the names of the members of the Committee administering the TCH ESOS;
- (b) the information required in the table below for the following Participants (which for avoidance of doubt, shall include Participants who have exercised all their Options in any particular FY):
  - (i) Participants who are Directors of the Company;
  - (ii) Participants who are Controlling Shareholders and their Associates; and
  - (iii) Participants, other than those in (b)(i) and (ii) above, who receive 5% or more of the total number of Options available under the TCH ESOS; and

<b>Name of Participant</b>	<b>Options granted during the FY under review (including terms)</b>	<b>Aggregate Options granted since commencement of TCH ESOS to end of FY under review</b>	<b>Aggregate Options exercised since commencement of TCH ESOS to end of FY under review</b>	<b>Aggregate Options outstanding as at the end of FY under review</b>

- (c) any other information required to be so disclosed pursuant to the Listing Manual and all other applicable laws and requirements,

provided that if any of the above requirements is not applicable, an appropriate negative statement should be included therein.

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**25. DISPUTES**

Any disputes or differences of any nature arising hereunder shall be referred to the Committee and its decision shall be final and binding in all respects.

**26. ABSTENTION FROM VOTING**

Shareholders who are eligible to participate in the TCH ESOS must abstain from voting on any resolution relating to the TCH ESOS.

**27. GOVERNING LAW**

The TCH ESOS shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Participants, by accepting the offer of the grant of Options in accordance with the TCH ESOS, and the Company irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

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**APPENDIX A**

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**SCHEDULE 1**

**LETTER OF OFFER**

Serial No : \_\_\_\_\_

Date : \_\_\_\_\_

To: [Name]  
[Designation]  
[Address]

**Private and Confidential**

Dear Sir/Madam,

1. We have the pleasure of informing you that pursuant to the Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme (the "**TCH ESOS**"), you have been nominated to participate in the TCH ESOS by the Committee (the "**Committee**") appointed by the Board of Directors of Thakral Corporation Ltd (the "**Company**") to administer the TCH ESOS. Unless otherwise defined, terms as defined in the Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme Rules (the "**TCH ESOS Rules**") shall have the same meaning when used in this letter.
2. Accordingly, in consideration of the payment of a sum of S\$1.00, an offer is hereby made to grant you an option (the "**Option**") to subscribe for and be allotted \_\_\_\_\_ ordinary shares in the capital of Thakral Capital Holdings Pte. Ltd. (the "**TCH Shares**") at the price of S\$ \_\_\_\_\_ for each TCH Share.
3. The Option is personal to you and shall not be transferred, charged, pledged, assigned or otherwise disposed of by you, in whole or in part, except with the prior approval of the Committee.
4. The Option shall be subject to the TCH ESOS Rules, a copy of which is available for inspection at the business address of the Company.
5. If you wish to accept the offer of the Option on the terms of this Letter of Offer, please sign and return the enclosed Acceptance Form with a sum of S\$1.00 not later than 5.00 p.m. on \_\_\_\_\_, failing which this offer will lapse.

Yours faithfully,  
For and on behalf of the Company,

\_\_\_\_\_  
Name:  
Designation:



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**APPENDIX A**

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**SCHEDULE 2**

**ACCEPTANCE FORM**

Serial No : \_\_\_\_\_

Date : \_\_\_\_\_

To: The Committee  
Thakral Corporation Ltd  
20 Upper Circular Road  
#03-06 The Riverwalk  
Singapore 058416

Re: Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme

Closing Date for Acceptance of Offer	:	_____
Number of TCH Shares Offered	:	_____
Exercise Price for each TCH Share	:	S\$_____
Total Amount Payable	:	S\$_____

I have read your Letter of Offer dated \_\_\_\_\_ and agree to be bound by the terms of the Letter of Offer and the TCH ESOS Rules referred to therein. Terms defined in your Letter of Offer and the TCH ESOS Rules shall have the same meanings when used in this Acceptance Form.

I hereby accept the Option to subscribe for \_\_\_\_\_ TCH Shares at S\$\_\_\_\_\_ for each TCH Share. I enclose cash for S\$1.00 in payment for the purchase of the Option/I authorise my employer to deduct the sum of S\$1.00 from my salary in payment for the purchase of the Option.

I understand that I am not obliged to exercise the Option.

I confirm that my acceptance of the Option will not result in the contravention of any applicable law or regulation in relation to the ownership of the Options or TCH Shares.

I agree to keep all information pertaining to the grant of the Option to me confidential.

I further acknowledge that you have not made any representation to induce me to accept the offer and that the terms of the Letter of Offer and this Acceptance Form constitute the entire agreement between us relating to the offer.

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## APPENDIX A

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**Please print in block letters**

Name in full : \_\_\_\_\_

Designation : \_\_\_\_\_

Address : \_\_\_\_\_

Nationality : \_\_\_\_\_

\*NRIC/Passport No. : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**Note:**

***\* Delete accordingly***

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**APPENDIX A**

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**SCHEDULE 3**

**EXERCISE OF OPTION FORM**

Total number of ordinary shares in TCH (the " <b>TCH Shares</b> ") offered at S\$ _____ for each TCH Share (the " <b>Exercise Price</b> ") under the TCH ESOS on _____ (the " <b>Date of Grant</b> ") :	_____
Number of TCH Shares previously allotted thereunder :	_____
Outstanding balance of TCH Shares to be allotted thereunder :	_____
Number of TCH Shares now to be subscribed for :	_____

To: The Committee  
Thakral Corporation Ltd  
20 Upper Circular Road  
#03-06 The Riverwalk  
Singapore 058416

Re: Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme

1. Pursuant to your Letter of Offer dated \_\_\_\_\_ and my acceptance thereof, I hereby exercise the Option to subscribe for \_\_\_\_\_ TCH Shares at S\$\_\_\_\_\_ for each TCH Share. Terms defined in your Letter of Offer and the TCH ESOS Rules shall have the same meanings when used in this Exercise of Option Form.
2. I enclose a \*cheque/cashier's order/banker's draft/postal order no. \_\_\_\_\_ for S\$\_\_\_\_\_ by way of subscription for the total number of the said TCH Shares.
3. I agree to subscribe for the said TCH Shares subject to the terms of the Letter of Offer, the TCH ESOS Rules and the Memorandum and Articles.
4. I declare that I am subscribing for the said TCH Shares for myself and not as a nominee for any other person.
5. I request TCH to allot and issue the TCH Shares in \*my name/the name of The Central Depository (Pte) Limited ("**CDP**") for credit of my \*Securities Account with CDP/Sub-Account with the Depository Agent/CPF investment account with my Agent Bank specified below, or in the name of the party and in the manner as specified below\*\*, and I hereby agree to bear such fees or other charges as may be imposed by the CDP or any other relevant body in respect thereof.

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**APPENDIX A**

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**Please print in block letters**

Name in full : \_\_\_\_\_

Designation : \_\_\_\_\_

Address : \_\_\_\_\_

Nationality : \_\_\_\_\_

\*NRIC/Passport No. : \_\_\_\_\_

\*Direct Securities Account No. : \_\_\_\_\_

OR

\*Sub-Account No. : \_\_\_\_\_

Name of Depository Agent : \_\_\_\_\_

OR

\*CPF Investment  
Account No. : \_\_\_\_\_

Name of Agent Bank : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

OR\*\*

**Note:**

\* *Delete accordingly*

\*\* *Please provide the relevant information in the space provided above*

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## APPENDIX B

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### RESTRICTIONS ON THE TRANSFER OF TCH SHARES

#### 1. DEFINITIONS

- “Appendix A”* : means Appendix A of this Circular
- “Board”* : means the board of directors of the Company
- “Business”* : means the business and activities of the Group
- “Business Day”* : means any day on which banks are open for normal business in Singapore (other than a Saturday, Sunday or public holiday) and *“Business Days”* shall be construed accordingly.
- “Business Sale”* : has the meaning ascribed to it in paragraph (c) of the definition of Liquidity Event
- “Buyer”* : has the meaning ascribed to it in Clause 9(a)(i)
- “Company”* : means TCH
- “Completion Date”* : means the date of completion of the Share Sale Agreement
- “Deed of Accession”* : means a deed in substantially the form of the deed forming Attachment 2 to the Shareholders Deed
- “Director”* : means a director from time to time of TCH
- “Drag Interest”* : has the meaning ascribed to it in Clause 10(a)
- “Drag Notice”* : has the meaning ascribed to it in Clause 9(a)
- “Effective Date”* : means, subject to the completion of the Share Sale Agreement, the date on which the Share Sale Agreement is deemed to take effect, being 1 January 2015
- “Encumbrance”* : means an interest or power:
- (a) reserved in or over any interest in any asset including, without limitation, any retention of title; or
  - (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power, by way of security for the payment of debt or any other monetary obligation or the performance of any other obligation and whether existing or agreed to be granted or created
- “Escrowed Shares”* : has the meaning ascribed to it in the Share Sale Agreement
- “Equity Proportions”* : means in relation to a Participant or TCH Shareholder, a fraction, (expressed as a percentage) the numerator of which, is the total number of TCH Shares held by the Participant or TCH Shareholder, and the denominator of which, is the total number of:
- (a) issued TCH Shares; or
  - (b) where the reference requires something to be apportioned between a number of Participants or TCH Shareholders, TCH Shares (including the TCH Shares held by that Participant or TCH Shareholder) held by those Participants or TCH Shareholders

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- “Group”* : means the Company and its subsidiaries collectively
- “Listing”* : has the meaning ascribed to it in paragraph (a) of the definition of Liquidity Event
- “Notice of Acceptance”* : has the meaning ascribed to it in Clause 5(b)
- “NTA”* : means net tangible assets reported in the preceding quarterly accounts of TCH, plus the present value of the future cashflows on executed transactions attributable to TCH, as determined by an independent valuer appointed by the Board having the requisite expertise to value the Business promptly.
- “Professionals”* : means each of Gregory John Piercy, Victor Shkolnik, Kevin Charles Barry and Jaginder Singh Pasricha
- “Proposed Sale”* : has the meaning ascribed to it in Clause 5(a)
- “Public Authority”* : means any governmental, quasi-governmental, regulatory or administrative body in any jurisdiction which exercises (or has power to exercise) authority over TCH in the conduct of its business or affairs
- “Sale Notice”* : has the meaning ascribed to it in Clause 5(a)
- “Sale Shares”* : has the meaning ascribed to it in Clause 5(a)(i)
- “Sellers”* : has the meaning ascribed to it in Clause 9(a)(i)
- “Shareholders Deed”* : means the shareholders deed dated 29 January 2015 entered into between the Company, TCL, the Professionals and the Vendors
- “Share Sale Agreement”* : means the share sale agreement dated 29 January 2015 entered into between the Company, the Vendors and Thakral Corporation Ltd
- “Trade Sale”* : has the meaning ascribed to it in paragraph (b) of the definition of Liquidity Event
- “Vendors”* : means each of:
- (a) J & H Singh Pty Ltd (ACN 005 902 894) in its capacity as trustee for ASK Buyser Executive Superannuation Fund No. 1 of c/o Lal Pardasani & Associates, Suite 5, 20 Cato Street, Hawthorn East, Victoria 3123, Australia;
  - (b) Aljen Pty Ltd (ACN 081 245 883) in its capacity as trustee for Aljen Trust of 22 Myuna Road, Dover Heights NSW 2030, Australia;
  - (c) Australian Forestry Investments Pty Ltd (ACN 106 873 910) in its capacity as trustee for Barry Family Trust of 47 Cook Road, Killara NSW 2071, Australia; and
  - (d) GMC Investments (Aust) Pty Limited (ACN 603268453) in its capacity as trustee for GMC Investment Trust of House 3, 27 Ross Crescent, Sunshine Beach, Queensland 4567, Australia

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*“Unanimous Resolution”* : in relation to a resolution to be considered by TCH Shareholders, means a resolution passed by all TCH Shareholders at a duly convened meeting of TCH Shareholders; and in relation to a resolution to be considered by Directors, a resolution passed by all Directors at a duly convened meeting of Directors.

All other capitalized terms used herein shall have the same meaning as ascribed to them in this Circular or Appendix A.

### 2. RESTRICTION ON TRANSFER OF TCH SHARES

Participants who are allotted and issued TCH Shares upon the exercise of an Option may not sell, assign, transfer, pledge, declare a trust over, offer as security or otherwise create an Encumbrance or dispose of the whole or any portion of or any right, title or interest whatsoever in the TCH Shares, except by a transfer of the TCH Shares in accordance with this Appendix B.

### 3. STANDSTILL

Subject only to Clause 4, Participants may not sell, assign, transfer, pledge, declare a trust over, offer as security or otherwise create an Encumbrance or dispose of the whole or any portion of or any right, title or interest whatsoever in the TCH Shares during the period of three (3) years commencing on the Completion Date other than in connection with:

- (a) a Liquidity Event (in which case Clause 7 applies); or
- (b) a situation where Clause 12 applies.

### 4. RELATED PARTY TRANSFERS

Notwithstanding Clause 3, a Participant may, without the consent of any other TCH Shareholders or the Company, transfer all or some of its TCH Shares allotted and issued upon the exercise of its Option to:

- (a) its Related Parties<sup>1</sup>;
- (b) any entity which controls, or is controlled by, the Participant; or
- (c) any family member or associate of the Participant or, in the case of a Participant who is associated with a Professional, any family member or associate of the relevant Professional.

A transferee of a transfer made pursuant to this Clause 4 shall not be entitled to appoint a Director other than the TCH Shareholder on whose request the TCH Shares were transferred.

### 5. PRE-EMPTIVE RIGHTS

- (a) Subject to Clause 3, where a Participant desires or is required by law or an applicable Public Authority to sell, assign or transfer any TCH Shares to any person(s) (the **“Proposed Sale”**), the Participant must give to the other TCH Shareholders a written notice (the **“Sale Notice”**) setting forth full details of the Proposed Sale, including:
  - (i) the number of TCH Shares to be sold (the **“Sale Shares”**);

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<sup>1</sup> For the purposes of Appendix B, **“Related Parties”** means in relation to a Director, TCH Shareholder or Professional, any associate or controlled person of such Director, TCH Shareholder or Professional whereby **“associate”** means, in relation to an individual: (a) his immediate family; (b) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; (c) any company in which he or his immediate family together (directly or indirectly) controls; or (d) any subsidiary of any company referred to in (c), and **“control”** means in relation to a person the power, directly or indirectly (through one or more entities), by ownership of voting securities or contract or otherwise to direct or cause the direction of the management and policies of the person or to nominate a majority of directors on the board of directors or to pass an affirmative majority vote at the meeting of shareholders whereby **“controlled person”** means a person under such person’s control.

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- (ii) the price;
  - (iii) all other terms and conditions on which the Participant is willing to sell the Sale Shares; and
  - (iv) any other information known to the Participant and which might reasonably be considered relevant to the decisions to be made by the Board or other TCH Shareholders pursuant to this Appendix B.
- (b) Each other TCH Shareholder shall be entitled to purchase the Sale Shares *pro rata* in accordance with their respective Equity Proportions as at the date of the Sale Notice. Within fifteen (15) Business Days after the giving of a Sale Notice, each of the other TCH Shareholders shall have the right to notify the Board in writing of their wish to acquire some or all of the Sale Shares on the terms and conditions set out in such Sale Notice (the “**Notice of Acceptance**”).
- (c) Any TCH Shareholder in its Notice of Acceptance shall be entitled to require the Sale Shares to be sold at their NTA value. The cost for carrying out the independent valuation to determine the NTA value shall be borne by the Participant if the NTA value determined by the independent valuer is 10% or more less than the price specified by the Participant. Otherwise the cost of the independent valuation shall be borne by the other TCH Shareholder requiring the independent valuation.
- (d) The NTA value as determined by the independent valuer, if lower than the price specified in the Sale Notice, shall be the price at which the Sale Shares are sold to the other TCH Shareholders.
- (e) Subject to Clause 5(f), if the Notices of Acceptance are not duly received within the specified time in relation to the total number of TCH Shares at least equal to the number of the Sale Shares, the Board will notify the Participant of that fact and the Participant may then offer for sale the remaining Sale Shares to any other person but on terms no more favourable than those offered to the other TCH Shareholders. Such sale to a third party must be completed within three (3) months of the date of the Sale Notice.
- (f) Where any TCH Shares are to be transferred in accordance with this Appendix B:
- (i) the Board shall be requested for its consent for the sale of the Sale Shares to be sold pursuant to Section 4(e), such consent not to be unreasonably withheld;
  - (ii) the Board shall be informed immediately of the transaction (together with all terms of the transaction and details of the buyer, including the ultimate beneficial ownership of the buyer) in writing by the Participant; and
  - (iii) the Selling Shareholder shall cause the transferee to execute a Deed of Accession.
- (g) If the total number of TCH Shares which the other TCH Shareholders wish to acquire pursuant to Notices of Acceptance:
- (i) exceeds the total number of Sales Shares, the Board shall allocate such Sales Shares amongst such other TCH Shareholders (up to the limit covered in their respective Notices of Acceptance) in proportion as nearly as practicable to their respective Equity Proportions; or



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- (ii) are less than the total number of Sale Shares, and if some of the other TCH Shareholders in their Notice of Acceptance have sought to purchase a greater number of the Sale Shares than their respective *pro rata* entitlement, then the Board shall allocate the Sale Shares not taken up by the other TCH Shareholders to those other TCH Shareholders wishing to acquire additional Sale Shares on a *pro rata* basis in accordance with their respective Equity Proportions. This process will be repeated until all Notices of Acceptance have been fulfilled. Any unsold Sale Shares after this process may then be sold by the Participant to any other person in accordance with Clause 5(e).

### 6. PAYMENT FOR SHARES ACQUIRED THROUGH THE EXERCISE OF PRE-EMPTIVE RIGHTS

Where TCH Shares are purchased by other TCH Shareholders pursuant to Clause 5, payment must be made by bankers draft or electronic transfer received on or before the required date.

### 7. LIQUIDITY EVENT

In the event of an occurrence of a Liquidity Event by Listing, Trade Sale or Business Sale, the following provisions apply:

- (a) notwithstanding the Vesting Date of the Options as prescribed by the TCH ESOS Rules, upon the occurrence of a Listing, any Options which are not yet vested shall immediately vest and the TCH ESOS shall terminate and cease to be in effect at the expiry of three (3) months after the entry of the listing entity into an underwriting agreement, and a Participant shall have no further claim against the Company and/or TCH;
- (b) notwithstanding Clause 2.5 of this Circular, upon the occurrence of a Trade Sale or a Business Sale, any Options which are not yet vested shall immediately vest and the TCH ESOS shall terminate and cease to be in effect at the expiry of three (3) months after the completion of such Trade Sale, and a Participant shall have no further claim against the Company and/or TCH;
- (c) upon the occurrence of a Listing, each Participant who is a Related Party of the Professional may offer all or a portion of its TCH Shares for sale in the Listing, subject to an agreement for the underwriting of the sale of such TCH Shares; and
- (d) upon the occurrence of a Trade Sale, each Participant who is a Related Party of the Professional may offer such number of its TCH Shares (relative to their respective Equity Proportions) to enable the new shareholder to acquire the relevant percentage of TCH Shares. In circumstances where a Participant does not wish to sell its TCH Shares, the remaining Participants may offer to sell additional TCH Shares (in their respective Equity Proportions) to enable the new shareholder to acquire the relevant percentage of TCH Shares.

### 8. TAG ALONG RIGHTS

Save for in the event of a Trade Sale, if two or more Participants or any of each of their respective Related Parties, sell more than 50% of their TCH Shares to a third party, they must also procure the third party to make an offer in writing, in a form that may be accepted, to the other TCH Shareholders to purchase from such other TCH Shareholders the same proportion of the TCH Shares to be purchased from the Participants on the same terms, such offer to be open for acceptance by the other TCH Shareholder within five (5) Business Days of receipt of such offer.

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### 9. DRAG ALONG RIGHTS

- (a) Save for in the event of a Trade Sale, if:
- (i) one or more Participants (collectively, the “**Sellers**”) are entitled under Clause 5(e) to transfer their TCH Shares to a third party other than a related transferee as envisaged in Clause 4 (the “**Buyer**”) and intends to do so; and
  - (ii) such TCH Shares include or comprise not less than 76% of the TCH Shares in the Company,
- the Sellers may give each other TCH Shareholder a drag notice (the “**Drag Notice**”).
- (b) A Drag Notice must state:
- (i) the proposed purchase price per TCH Share and the proposed terms and conditions of transfer which must be not more favourable to the Buyer than the terms and conditions (including as to price) set out in the Sale Notice;
  - (ii) the identity of the Buyer (including details of its ultimate holding company of the Buyer, if any); and
  - (iii) that the Seller requires each other TCH Shareholder to sell its TCH Shares to the Buyer on the terms set out in the Drag Notice (except that the other TCH Shareholders must not be required to give any warranties to the Buyer).

### 10. EFFECT OF DRAG NOTICE

If the Seller gives a Drag Notice under Clause 9 then:

- (a) the Seller must cause the Buyer to agree to buy all of the TCH Shares held by each other TCH Shareholder (the “**Drag Interest**”) on the terms set out in the Drag Notice (which must not require the other TCH Shareholders to give any warranties to the Buyer);
- (b) the Seller must not transfer its TCH Shares to the Buyer unless the Buyer buys the Drag Interest at the price and on the terms set out in the Drag Notice;
- (c) each other TCH Shareholder will, if reasonably required by the Seller, sign all documentation necessary to transfer the Drag Interest to the Buyer on the terms set out in the Drag Notice;
- (d) the transfer of the Drag Interest to the Buyer must be closed concurrently with the transfer of the TCH Shares from the Seller to the Buyer;
- (e) the Seller must not transfer its TCH Shares to the Buyer if the Buyer for any reason fails to buy all of the Drag Interest on the terms set out in the Drag Notice or fails to close that purchase on the same date as the date for closing of the transfer of the Seller’s TCH Shares to the Buyer; and
- (f) if any other TCH Shareholder defaults in transferring any part of the Drag Interest to the Buyer on the date of closing, the Company is authorised to and must, at the request of the Buyer, execute a transfer and complete the sale as attorney for the such other TCH Shareholder and the Board must cause the Buyer to be registered as the holder of the Drag Interest subject to the payment of any stamp duty and ensure that the purchase money is held in trust by the Company for the other TCH Shareholder. The receipt by the Company of the purchase money is good and valid to discharge the Buyer, which is not bound to see the application of that money.

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## APPENDIX B

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### 11. DIRECTORSHIP APPOINTMENTS FOR TRANSFERRED TCH SHARES

A third party purchaser of TCH Shares from a Participant shall have no right to appoint a Director to the Board except with the approval by Unanimous Resolution of the Directors.

### 12. EMPLOYMENT TERMINATION PROVISIONS

**For the avoidance of doubt, this Section 12 of Appendix B on employment termination provisions only applies to the Professionals and/or Related Parties of the Professional, and not the other Participants. Sections 12(a) and 12(b) only apply to the TCH Shares received as consideration (the "TCH Consideration Shares") by the Vendors (who are controlled by the Professionals and therefore Related Parties) for the proposed sale of 49% of the issued and paid-up share capital of TCAP by the Vendors to TCH pursuant to the Share Sale Agreement. Section 12(c) applies to both the TCH Consideration Shares held by the Vendors and any TCH Shares arising from the exercise of the Options by the Professionals or Related Party of the Professionals.**

Notwithstanding Clause 5, Clause 8 and Clause 9, in circumstances where a Professional's employment with the TCH Group is terminated:

- (a) during the period of twelve (12) months from the Effective Date for any reason other than where the Professional is a Good Leaver, the TCH Shares shall be transferred to the remaining TCH Shareholders in their respective Equity Proportions at an aggregate consideration equivalent to S\$12,250.00, being the initial subscription price paid for the shares in TCAP Pte Ltd, which have since been transferred to TCH pursuant to the terms and conditions of the Share Sale Agreement, and the Participant who is a Related Party of the Professional shall forfeit his entitlement to any Escrowed Shares, which shall be transferred to the remaining TCH Shareholders in their respective Equity Proportions for a nominal consideration of S\$1.00;
- (b) by the Professional during the period from the first (1<sup>st</sup>) anniversary of the Effective Date to the second (2<sup>nd</sup>) anniversary of the Effective Date for any reason other than where the Professional is a Good Leaver, all the TCH Shares held by the Professional and/or the Participant who is a Related Party of the Professional will be offered for sale to the remaining TCH Shareholders in accordance with the provisions of Clause 5 (as applicable) at a price which is equal to the lower of (i) the net tangible assets of TCH on a consolidated basis discounted by 25% for the immediate preceding quarter, as determined by the auditors of TCL and its subsidiaries in accordance with applicable accounting standards consistently applied; and (ii) the value attributed to the shares in TCAP Pte. Ltd. transferred to TCH under the Share Sale Agreement by the relevant Vendor. The consideration payable to the transferor shall be paid by each transferee in three equal interest-free instalments, with the first instalment payable upon completion of the transfer and the second and third instalments payable respectively upon the first (1<sup>st</sup>) and second (2<sup>nd</sup>) anniversary from the completion of the transfer. The Participant who is a Related Party of the Professional shall forfeit his entitlement to any Escrowed Shares which shall be transferred to the remaining TCH Shareholders in their respective Equity Proportions for a nominal consideration of S\$1.00; or
- (c) as a result of the Professional being a Good Leaver, the TCH Shares held by the Professional and/or the Participant who is a Related Party of the Professional may be disposed in accordance with Clause 5 and such Shareholder will continue to be entitled to the Escrowed Shares held on its behalf in accordance with the terms of the Share Sale Agreement and any accumulated dividends thereof.

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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### THAKRAL CORPORATION LTD

(Incorporated in Singapore)  
(Company Registration No. 199306606E)

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting (“**EGM**”) of Thakral Corporation Ltd (the “**Company**”) will be held at Cinnamon Room, Level 5, Novotel Singapore Clarke Quay, 177A River Valley Road, Singapore 179031 on 29 April 2015 at 4.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second annual general meeting of the Company to be held at 3.00 p.m. on the same day at the same place), for the purpose of considering and, if thought fit, passing (with or without any modifications) the following ordinary resolutions as set out on pages N-1 to N-2 of each of the circulars dated 14 April 2015 in relation to (i) the Proposed Acquisition and the Proposed Dilution; (ii) the proposed adoption of the Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme; and (iii) the Proposed Share Consolidation (together, the “**Circulars**”):

*All capitalised terms used in this notice of EGM which are not defined herein shall have the same meanings ascribed to them in the Circulars.*

#### **ORDINARY RESOLUTION 1: THE PROPOSED ACQUISITION OF 49% OF THE ISSUED AND PAID-UP SHARE CAPITAL OF TCAP BY TCH, RESULTING IN TCAP BEING A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY**

THAT approval be and is hereby given:

- (a) for the Proposed Acquisition on the terms and subject to the conditions set out in the Share Sale Agreement; and
- (b) for the Directors of the Company and each of them to be authorized to take such steps, enter into all such transactions, arrangements and agreements and execute all such documents as may be necessary or expedient for the purpose of completing the Proposed Acquisition and/or the transactions contemplated by this resolution.

#### **ORDINARY RESOLUTION 2: THE PROPOSED DILUTION OF UP TO 25% OF THE COMPANY’S SHAREHOLDING INTEREST IN TCH, A PRINCIPAL SUBSIDIARY OF THE COMPANY, RESULTING FROM THE ISSUANCE OF NEW SHARES IN TCH PURSUANT AS PURCHASE CONSIDERATION FOR THE PROPOSED ACQUISITION**

THAT approval be and is hereby given for the Proposed Dilution, and any of the Directors of the Company be and is hereby authorised to do all such acts and things (including, without limitation, entering into all such transaction, arrangements and agreements and executing all such documents) as they may consider necessary or expedient for the purposes of giving full effect to this resolution.

#### **ORDINARY RESOLUTION 3: THE PROPOSED ADOPTION OF THE THAKRAL CAPITAL HOLDINGS PTE. LTD. EMPLOYEE SHARE OPTION SCHEME**

That the employee share option scheme to be named the “Thakral Capital Holdings Pte. Ltd. Employee Share Option Scheme” (the “**TCH ESOS**”), the rules of which have been set out in Appendix A of the Circular, be and is hereby approved and adopted, and the Directors of the Company be and are hereby authorised:

- a) to establish and administer the TCH ESOS;
- b) to modify and/or amend the TCH ESOS from time to time provided that such modifications and/or amendments are effected in accordance with the rules of the TCH ESOS and to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the TCH ESOS; and
- c) to grant options (the “**Options**”) in accordance with the rules of the TCH ESOS and to allot and issue or deliver from time to time such number of new TCH Shares or TCH Treasury Shares required pursuant to the exercise of the options under the TCH ESOS.

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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### ORDINARY RESOLUTION 4: PROPOSED SHARE CONSOLIDATION

That with effect from the date to be determined by the Directors of the Company (“**Directors**”) and pursuant to the Articles of Association of the Company, approval be and is hereby given:

- (a) for the proposed consolidation of every twenty (20) existing issued ordinary shares in the capital of the Company (“**Existing Shares**”) held by shareholders of the Company (“**Shareholders**”) as at a books closure date to be determined by the Directors (“**Books Closure Date**”) into one (1) Consolidated Share in the manner set out in the Circular (“**Proposed Share Consolidation**”);
- (b) for the Directors to disregard any fraction of a Consolidated Share which may arise from the Proposed Share Consolidation pursuant to paragraph (a) above, and for all fractions of Consolidated Shares to which holders of the Existing Shares would otherwise be entitled to, to be aggregated and re-purchased by the Company and cancelled in accordance with the Memorandum and Articles of Association of the Company;
- (c) for the Directors to be authorised to fix the Books Closure Date and the date on which the Shares will trade on the Mainboard of the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) in board lots of 100 Consolidated Shares in their absolute discretion as they deem fit; and
- (d) for the Directors and each of them to be authorised and empowered to complete and do and execute all such things and acts (including, without limitation, executing all such documents as may be required) as they or he may think necessary or expedient to give effect to this ordinary resolution, with such modifications thereto (if any) as they or he shall think fit in the interests of the Company.

BY ORDER OF THE BOARD

Chan Wan Mei  
Company Secretary

Singapore, 14 April 2015

**Notes:-**

1. A member of the Company entitled to attend and vote at the EGM is entitled to appoint one (1) or two (2) proxies to attend and vote in his/her stead. A proxy need not be a member of the Company.
2. The instrument appointing a proxy or proxies must be deposited together with the power of attorney (if any) under which it is signed or a notarially certified copy thereof at the Registered Office of the Company at 20 Upper Circular Road, #03-06 The Riverwalk, Singapore 058416, not less than 48 hours before the time for holding the EGM.

**PERSONAL DATA PRIVACY:**

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member’s personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “Purposes”), and (ii) warrants that where the member discloses the personal data of the member’s proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes.

## PROXY FORM

### THAKRAL CORPORATION LTD

(Incorporated in the Republic of Singapore)  
(Company Registration No. 199306606E)

**IMPORTANT:**

1. For investors who have used their CPF monies to buy Thakral Corporation Ltd's shares, this Report is forwarded to them at the request of the CPF Approved Nominees and is sent solely FOR INFORMATION ONLY.
2. This Proxy Form is not valid for use by CPF investors and shall be ineffective for all intents and purposes if used or purported to be used by them.
3. CPF investors who wish to attend the EGM as an observer must submit their requests through their CPF Approved Nominees within the time frame specified. If they also wish to vote, they must submit their voting instructions to the CPF Approved Nominees

**Personal Data Privacy:**

By submitting an instrument appointing a proxy(ies) and/or representative(s), the member accepts and agrees to the personal data privacy terms set out in the Notice of Extraordinary General Meeting dated 14 April 2015.

### PROXY FORM EXTRAORDINARY GENERAL MEETING

I/We, \_\_\_\_\_ with NRIC/Passport Number: \_\_\_\_\_

of \_\_\_\_\_ (address)

being a member/members of **THAKRAL CORPORATION LTD** (the "Company") hereby appoint:-

Name	NRIC/ Passport No.	Proportion of Shareholdings (%)	
		No. of Shares	%
Address			
and/or (delete as appropriate)			
Name	NRIC/ Passport No.	Proportion of Shareholdings (%)	
		No. of Shares	%
Address			

or failing him/her, the Chairman of the Extraordinary General Meeting ("EGM") of the Company as my/our proxy/proxies to attend and vote for me/us on my/our behalf at the EGM to be held at Cinnamon Room, Level 5, Novotel Singapore Clarke Quay, 177A River Valley Road, Singapore 179031, on 29 April 2015 at 4.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Twenty-Second Annual General Meeting of the Company to be held at 3.00 p.m. on the same day at the same place) and at any adjournment thereof. I/We direct my/our proxy to vote for or against the resolutions proposed at the EGM as hereunder indicated. If no specific direction as to voting is given or in the event of any matter arising at the EGM and at any adjournment thereof, the proxy/proxies will vote or abstain from voting at his/her discretion. The authority herein includes the right to demand or to join in demanding a poll and to vote on a poll.

	To be used on a show of hands		To be used in the event of a poll	
	For <sup>(1)</sup>	Against <sup>(1)</sup>	Number of Votes For <sup>(2)</sup>	Number of Votes Against <sup>(2)</sup>
<b>Ordinary Resolution</b>				
1. To approve the Proposed Acquisition				
2. To approve the Proposed Dilution				
3. To approve the proposed adoption of the TCH ESOS				
4. To approve the Proposed Share Consolidation				



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## PROXY FORM

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**Notes:**

- (1) Please indicate your vote "For" or "Against" with a "X" within the box provided.
- (2) If you wish to exercise all your votes "For" or "Against", please indicate so with a "X" within the box provided. Alternatively, please indicate the number of votes as appropriate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Total Number of Shares held	
CDP Register	
Register of Members	

\_\_\_\_\_  
Signature(s) of Member(s)/Common Seal of Corporate Member

**IMPORTANT: PLEASE READ NOTES BELOW BEFORE COMPLETING THIS PROXY FORM. PLEASE NOTE THERE ARE THREE (3) SETS OF THE SAME PROXY FORM ENCLOSED IN THE THREE (3) CIRCULARS DATED 14 APRIL 2015. PLEASE SUBMIT ONLY ONE (1) SET OF THE PROXY FORM IN RESPECT OF THE VOTING INSTRUCTIONS FOR THE FOUR (4) ORDINARY RESOLUTIONS AS SET OUT IN THE CIRCULARS.**

**Notes:**

1. A member of the Company entitled to attend and vote at the Meeting is entitled to appoint one or two proxies to attend and vote in his stead.
2. Where a member appoints more than one proxy, he/she should specify the proportion of his/her shareholding (expressed as a percentage of the whole) to be represented by each proxy and if no percentage is specified, the first named proxy shall be treated as representing 100 per cent of the shareholding and the second named proxy shall be deemed to be an alternate to the first named.
3. A proxy need not be a member of the Company.
4. Please insert the total number of Shares held by you. If you have Shares entered against your name in the Depository Register (as defined in Section 130A of the Companies Act (Chapter 50) of Singapore), you should insert that number of Shares. If you have Shares registered in your name in the Register of Members of the Company, you should insert that number of Shares. If you have Shares entered against your name in the Depository Register and registered in your name in the Register of Members, you should insert the aggregate number of Shares. If no number is inserted, this form of proxy will be deemed to relate to all the Shares held by you.
5. The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 20 Upper Circular Road, #03-06 The Riverwalk, Singapore 058416 not less than 48 hours before the time set for the Extraordinary General Meeting.
6. The instrument appointing a proxy or proxies must be under the hand of the appointor or by his/her attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or a duly authorised officer.
7. Where an instrument appointing a proxy or proxies is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy, failing which the instrument may be treated as invalid.
8. A corporation which is a shareholder of the Company may, in accordance with Section 179 of the Companies Act (Chapter 50) of Singapore, authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the Extraordinary General Meeting.
9. The Company shall be entitled to reject the instrument appointing a proxy or proxies, if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified on the instrument appointing a proxy or proxies. In addition, in the case of shares entered in the Depository Register, the Company may reject any instrument appointing a proxy or proxies if a shareholder of the Company, being the appointor, is not shown to have shares entered against his/her name in the Depository Register as at 48 hours before the time appointed for holding the Extraordinary General Meeting, as certified by The Central Depository (Pte) Limited to the Company.