

CIRCULAR DATED 14 JULY 2009

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

**If you are in any doubt about the contents of this Circular or 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 Jasper Investments Limited, you should immediately forward this Circular together with the Notice of Extraordinary General Meeting and the accompanying Proxy Form 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 transferee.

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



Investments Limited

(Company Registration No. 198700983H)  
(Incorporated in the Republic of Singapore)

## **CIRCULAR TO SHAREHOLDERS**

### **IN RELATION TO:**

- (A) THE RENEWAL OF THE SHARE BUY-BACK MANDATE;**
- (B) THE RENEWAL OF THE GENERAL MANDATE FOR INTERESTED PERSON TRANSACTIONS;**
- (C) THE ADOPTION OF THE JASPER SHARE OPTION PLAN; AND**
- (D) THE ADOPTION OF THE JASPER SHARE INCENTIVE PLAN.**

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

Last date and time for lodgement of Proxy Form	:	28 July 2009 at 10.00 a.m.
Date and time of Extraordinary General Meeting	:	30 July 2009 at 10.00 a.m. (or as soon thereafter as the 22nd Annual General Meeting of the Company to be held at 9.30 a.m. on the same day and at the same place is concluded or adjourned)
Place of Extraordinary General Meeting	:	GV Vivocity 1 HarbourFront Walk #02-30 Vivocity Singapore 098585

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## DEFINITIONS

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In this Circular, the following definitions shall apply throughout unless the context otherwise requires:

<b>“AIML”</b>	Ashmore Investment Management Limited
<b>“Articles”</b>	The Articles of Association of the Company
<b>“Associated Company”</b>	A company in which at least 20% but not more than 50% of its shares are held by the Company and/or its subsidiaries, or a subsidiary of such company, and over whose management the Company has control
<b>“Associated Company Employee”</b>	Any employee (including an executive director) of an Associated Company
<b>“Audit Committee”</b>	The audit committee of the Company comprising, as at the date of this Circular, Messrs Heng Chiang Meng, Steven Simpson and David Chia
<b>“Auditors”</b>	The auditors of the Company for the time being
<b>“Award”</b>	A contingent award of Shares granted under the Share Incentive Plan
<b>“Board”</b>	The board of directors of the Company for the time being
<b>“CDP”</b>	The Central Depository (Pte) Limited
<b>“Companies Act”</b>	The Companies Act (Cap. 50) of Singapore, as amended or modified from time to time
<b>“Committee”</b>	A committee comprising Directors duly authorised and appointed by the Board to administer the New Share Plans and, in relation to the Share Option Plan, not more than one other person (if any) as may be nominated by the Parent Company
<b>“Company”</b>	Jasper Investments Limited
<b>“Director”</b>	A person holding the office of a director for the time being of the Company
<b>“EGM”</b>	The Extraordinary General Meeting of the Company to be held on 30 July 2009, notice of which is given on pages 41 to 44 of this Circular
<b>“Executive Director”</b>	A Director who performs an executive function for the Company and/or its subsidiaries
<b>“Funds”</b>	Ashmore Global Special Situations Fund 2 Limited, Ashmore Global Special Situations Fund 4 Limited Partnership and Asset Holder PCC No. 2 Limited re Ashmore Asian Recovery Fund
<b>“Group”</b>	The Company together with its subsidiaries
<b>“Group Company”</b>	A company within the Group
<b>“Group Employee”</b>	An employee of the Group (including any Group Executive Director) who is selected by the Committee to participate in the Share Option Plan or the Share Incentive Plan, as the case may be
<b>“Group Executive Director”</b>	A director of the Company and/or its subsidiaries, as the case may be, who performs an executive function

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## DEFINITIONS

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<b>“Independent Directors”</b>	In relation to the IPT Mandate, the Directors as at the date of this Circular who have no interests in the Interested Person Transactions, namely, Messrs Heng Chiang Meng, Steven Simpson, David Chia and Geoffrey Yeoh
<b>“Interested Persons”</b>	Morton Bay, the Funds, AIML, the Other Funds and their associates, being the interested persons to whom the IPT Mandate relates, as more particularly described in paragraph 2.2 of the Appendix to this Circular
<b>“Interested Person Transactions”</b>	The categories of transactions with the Interested Persons which fall within the IPT Mandate, as set out in paragraph 2.1 of the Appendix to this Circular
<b>“IPT Mandate”</b>	The general mandate for the purposes of Chapter 9 of the Listing Manual, for the companies within the Group, to enter into the Interested Person Transactions, provided that such transactions are on an arm’s length basis, on normal commercial terms and will not be prejudicial to the interests of the Company and its minority Shareholders
<b>“Latest Practicable Date”</b>	7 July 2009, being the latest practicable date prior to the printing of this Circular
<b>“Listing Manual”</b>	The Listing Manual of the SGX-ST, as the same may be amended or modified from time to time
<b>“Market Day”</b>	A day on which the SGX-ST is open for trading in securities
<b>“Morton Bay”</b>	Morton Bay (Holdings) Pte Ltd
<b>“New Share Plans”</b>	The Share Option Plan and the Share Incentive Plan
<b>“New Shares”</b>	The new Shares which may be allotted and issued from time to time pursuant to the exercise of Options or release of Awards under the New Share Plans
<b>“Non-Executive Director”</b>	A director of:  (a) the Company and/or its subsidiaries, other than a Group Executive Director;  (b) the Parent Company and/or its designated subsidiaries (other than the Company and its subsidiaries, where applicable), other than a Parent Group Executive Director; or  (c) an Associated Company, other than an Associated Company Executive Director
<b>“Non-Group Employee”</b>	Any Associated Company Employee or Parent Group Employee
<b>“NTA”</b>	Net tangible assets
<b>“Option”</b>	A right to acquire Shares granted under the Share Option Plan
<b>“Other Funds”</b>	The investment funds (excluding Ashmore Global Special Situations Fund 2 Limited, Ashmore Global Special Situations Fund 4 Limited and Asset Holder PCC No. 2 Limited re Ashmore Asian Recovery Fund) which are managed by AIML and/or its associates

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## DEFINITIONS

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<b>“Parent Company”</b>	A company being the holding company of the Company designated by the Committee for the purposes of the New Share Plans or, where no such holding company exists, the single largest corporate shareholder for the time being of the Company designated by the Committee for the purposes of the New Share Plans and approved by the SGX-ST
<b>“Parent Group”</b>	The Parent Company and such of the Parent Company’s subsidiaries as are designated by the Committee for the purposes of the New Share Plans (but, where applicable, excluding the Group)
<b>“Parent Group Employee”</b>	Any employee of the Parent Group (including any Parent Group Executive Director)
<b>“Parent Group Executive Director”</b>	A director of the Parent Company and/or its designated subsidiaries (but, where applicable, excluding the Group), as the case may be, who performs an executive function
<b>“Participant”</b>	A person who has been granted an option under the Share Option Plan or who has been granted an award under the Share Incentive Plan, as the case may be
<b>“Registrar”</b>	Registrar of Companies appointed under the Companies Act and includes any Deputy or Assistant Registrar of Companies
<b>“Rights Issue”</b>	The renounceable non-underwritten rights issue by the Company as approved by Shareholders at the extraordinary general meeting of the Company which was held on 17 March 2009
<b>“Securities Account”</b>	The 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 Buy-Back”</b>	The purchase or acquisition of Shares by the Company in accordance with the Companies Act
<b>“Share Buy-Back Mandate”</b>	The mandate to enable the Company to purchase or otherwise acquire its issued Shares
<b>“Shareholders”</b>	Registered holders of 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 and whose Securities Accounts maintained with CDP are credited with the Shares
<b>“Shares”</b>	Ordinary shares in the capital of the Company
<b>“Share Incentive Plan”</b>	The proposed Jasper Share Incentive Plan, as modified or altered from time to time
<b>“Share Option Plan”</b>	The proposed Jasper Share Option Plan, as modified or altered from time to time
<b>“Substantial Shareholder”</b>	In relation to the Company, a person who has an interest in not less than 5% of the total number of issued Shares
<b>“subsidiaries”</b>	Shall have the meaning ascribed to it by the Companies Act
<b>“Take-over Code”</b>	The Singapore Code on Take-overs and Mergers

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## DEFINITIONS

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“%”	percentage or per centum
“S\$” and “cents”	Singapore dollars and cents respectively
“US\$” and “US cents”	United States dollars and cents respectively

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

The terms “**associate**”, “**control**” and “**controlling shareholder**” shall have the meanings assigned to them respectively in the Listing Manual.

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 include corporations.

The headings in this Circular are inserted for convenience only and shall be ignored in construing this Circular.

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 or any statutory modification thereof and not otherwise defined in this Circular shall have the same meaning assigned to it under the Companies Act or any statutory modification thereof, as the case may be.

Any reference to a time of day in this Circular is made by reference to Singapore time unless otherwise stated.

Any discrepancies in the tables in this Circular between the listed amounts and the totals thereof and/or the respective percentages are due to rounding.

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## LETTER TO SHAREHOLDERS

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### JASPER INVESTMENTS LIMITED

(Company Registration No. 198700983H)  
(Incorporated in the Republic of Singapore)

**Directors:**

Seumas Dawes (*Non-Executive Chairman*)  
Oscar Spieler (*Non-Executive Director*)  
Geoffrey Yeoh (*Executive Director*)  
Heng Chiang Meng (*Independent Director*)  
Steven Simpson (*Independent Director*)  
David Chia (*Independent Director*)

**Registered Office:**

1 HarbourFront Avenue  
#14-01 Keppel Bay Tower  
Singapore 098632

14 July 2009

To: The Shareholders of Jasper Investments Limited

Dear Sir/Madam,

#### 1. INTRODUCTION

1.1 **EGM.** The Directors have convened the EGM to be held on 30 July 2009 to seek Shareholders' approval for the following proposals:

- (a) the renewal of the Share Buy-Back Mandate;
- (b) the renewal of the IPT Mandate; and
- (c) the adoption of the New Share Plans, comprising (i) the Jasper Share Incentive Plan, and (ii) the Jasper Share Option Plan.

1.2 **Circular.** The purpose of this Circular is to provide Shareholders with information relating to the proposals to be tabled at the EGM.

#### 2. RENEWAL OF THE SHARE BUY-BACK MANDATE

2.1 **Background.** The Share Buy-Back Mandate is a general mandate to be given by the Shareholders that allows the Company to purchase or acquire its issued Shares at any time during the duration and on the terms of the Share Buy-Back Mandate. It is a requirement under the Companies Act that a company which wishes to purchase or otherwise acquire its own shares has to obtain the approval of its shareholders to do so at a general meeting of its shareholders. The adoption of the Share Buy-Back Mandate ("**2008 Share Buy-Back Mandate**") was approved by Shareholders at an extraordinary general meeting of the Company held on 24 December 2008 ("**2008 EGM**"). The authority and limits of the Share Buy-Back Mandate were set out in the Company's circular to Shareholders dated 9 December 2008 (the "**2008 Circular**") and the ordinary resolution in the notice of the 2008 EGM.

The 2008 Share Buy-Back Mandate was expressed to continue in force until the next annual general meeting of the Company ("**AGM**") and, as such, would be expiring on 30 July 2009, being the date of the forthcoming AGM. Although the Company has not undertaken any purchases or acquisitions of its Shares pursuant to the authority conferred by the 2008 Share Buy-Back Mandate, it is proposed nonetheless that such authority be renewed. Accordingly, the renewal of the Share Buy-Back Mandate will be tabled as an ordinary resolution for Shareholders' approval at the EGM ("**Resolution 1**") to be convened immediately after the forthcoming AGM to be held on 30 July 2009.

2.2 **Rationale for the Share Buy-Back Mandate.** The Share Buy-Back Mandate will give the Directors the flexibility to purchase the Shares of the Company if and when circumstances permit. The Directors believe that share buy-backs provide the Company and its Directors with a mechanism to facilitate the return of surplus cash over and above its ordinary capital requirements, in an expedient and cost-efficient manner.

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## LETTER TO SHAREHOLDERS

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It also allows the Directors to exercise greater control over the Company's share capital structure, dividend payout and cash reserves.

The Share Buy-Back Mandate will also give the Company the opportunity to buy back Shares when such Shares are under-valued.

The buy back of Shares will only be made when the Directors believe that such buy backs would benefit the Company and its Shareholders.

- 2.3 **Authority and Limits of the Share Buy-Back Mandate.** The authority and limitations placed on purchases or acquisitions of Shares under the Share Buy-Back Mandate, if renewed at the EGM, are substantially the same as previously approved by Shareholders at the 2008 EGM. The authority and limitations of the Share Buy-Back Mandate are as follows:

### 2.3.1 *Maximum Number of Shares*

The total number of Shares which may be purchased or acquired by the Company pursuant to the Share Buy-Back Mandate is limited to that number of Shares representing not more than 5% of the total number of issued Shares (excluding treasury shares) as at the date of the forthcoming EGM at which the renewal of the Share Buy-Back Mandate is approved.

For illustrative purposes, on the basis that there are 1,845,702,16 Shares in issue as at the Latest Practicable Date and assuming that no further Shares are issued on or prior to the date of the EGM, not more than 92,285,108 (representing 5% of the total number of issued Shares as at that date, excluding treasury shares) may be purchased by the Company pursuant to the Share Buy-Back Mandate.

### 2.3.2 *Duration of Authority*

Under the Share Buy-Back Mandate, the Company may buy back Shares, at any time and from time to time, on and from the date of the EGM at which the renewal of the Share Buy-Back Mandate is approved up to:-

- (a) the date on which the next annual general meeting of the Company is held or required by law to be held; or
- (b) the date on which the purchases or acquisitions of Shares pursuant to the Share Buy-Back Mandate are carried out to the full extent mandated; or
- (c) the date on which the authority conferred by the Share Buy-Back Mandate is revoked or varied by the Shareholders in general meeting,

whichever is the earliest.

### 2.3.3 *Manner of Share Buy-Backs*

Share Buy-Backs may be made by way of:

- (a) an on-market Share Buy-Back transacted through the SGX-ST's trading system; and/or
- (b) an off-market Share Buy-Back effected in accordance with an equal access scheme(s).

The Directors may impose such terms and conditions which are not inconsistent with the Share Buy-Back Mandate, the Listing Manual and the Companies Act, as they consider fit in the interests of the Company in connection with or in relation to any equal access scheme or schemes.

An off-market Share Buy-Back on an "equal access scheme" must satisfy all the following conditions:

- (i) the offer under the scheme must be made to every person who holds issued Shares to purchase or acquire the same percentage of their issued Shares;
- (ii) all of those persons have a reasonable opportunity to accept the offer made; and

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## LETTER TO SHAREHOLDERS

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- (iii) the terms of the offer are the same except that there shall be disregarded:
  - (A) differences in consideration attributable to the fact that the offer relate to Shares with different accrued dividend entitlements;
  - (B) differences in consideration attributable to the fact that the offer relate to Shares with different amounts remaining unpaid; and
  - (C) differences in the offer introduced solely to ensure that each member is left with a whole number of Shares.

If the Company makes an off-market Share Buy-Back on an equal access scheme, the Company must issue an offer document to all Shareholders containing at least the following information:

- (I) terms and conditions of the offer;
- (II) period and procedures for acceptances;
- (III) reasons for the proposed share buy-back;
- (IV) the consequences, if any, of share purchases by the Company that will arise under the Take-over Code or other applicable Take-over rules;
- (V) whether the Share Buy-Back, if made, would have any effect on the listing of the Shares on the SGX-ST; and
- (VI) details of any Share Buy-Back made by the Company in the previous 12 months (whether on-market Share Buy-Backs or off-market Share Buy-Backs), giving the total number of Shares purchased, the purchase price per Share or the highest and lowest prices paid for the purchases, where relevant, and the total consideration paid for the purchases.

### 2.3.4 *Maximum Purchase Price to be paid for the Shares*

The purchase price (excluding brokerage, commission, applicable goods and services tax and other purchase-related expenses) to be paid for the Shares will be determined by the Directors. However, the purchase price for a Share shall not exceed:

- (a) in the case of an on-market Share Buy-Back, 5% above the Average Closing Market Price (as defined below) of the Shares; and
- (b) in the case of an off-market Share Buy-Back pursuant to an equal access scheme, 20% above the Average Closing Market Price of the Shares.

For the above purposes:

- (i) **“Average Closing Market Price”** means the average of the closing market prices of a Share over the last 5 Market Days on which transactions in the Shares were recorded, immediately preceding the day on which an on-market Share Buy-Back was made by the Company or, as the case may be, the date of the making of the offer pursuant to an off-market Share Buy-Back on an equal access scheme, and deemed to be adjusted for any corporate action that occurs after such 5-day period; and
- (ii) **“date of the making of the offer”** means the date on which the Company makes an offer for the purchase or acquisition of Shares from Shareholders, stating therein the relevant terms of the equal access scheme for effecting the off-market Share Buy-Back.

The Listing Manual restricts a listed company from purchasing shares by way of on-market Share Buy-Backs at a price per Share which is more than 5% above the “average closing market price,” being the average of the closing market prices of the Shares over the last five market days on which transactions in the Shares were recorded, before the day on which the purchases were made and deemed to be adjusted for any corporate action that occurs after the relevant five day period.

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## LETTER TO SHAREHOLDERS

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Although the Listing Manual does not prescribe a maximum price in relation to purchases of shares by way of off-market Share Buy-Backs, the Company has set a cap of 20% above the average closing price of a Share as the maximum price for a Share to be purchased or acquired by way of off-market Share Buy-Backs.

- 2.4 **Funding of Share Buy-Backs.** In financing the Share Buy-Backs, the Company may only apply funds legally available in accordance with its Articles of Association and the applicable laws in Singapore. The Company may not buy back its Shares on the SGX-ST for a consideration other than in cash or, in the case of an on-market Share Buy-Back, for settlement otherwise than in accordance with the trading rules of the SGX-ST.

The Company intends to use internal funds, external borrowings, or a combination of internal funds and external borrowings, to finance purchases or acquisitions of its Shares. In considering the use of external funding, the Company will take into consideration the availability of external financing and the resulting impact on the prevailing gearing level of the Company and the Group. The Company will only exercise the mandate in the interest of the Company and the Group without causing adverse financial impact to the Company and the Group. **In particular, the Company will have regard to any relevant financial covenants which are applicable to the Company and/or the Group under any agreements for banking and credit facilities which may be granted by a financial institution to the Company and/or the Group from time to time. The Company will not buy back any Shares if such purchases would lead to any breaches of the relevant financial covenants.**

The Companies Act stipulates that any purchases of Shares may be made out of the Company's capital or profits so long as the Company is solvent. Where the consideration paid by the Company for the Share Buy-Backs is made out of profits, such consideration (excluding related brokerage, goods and services tax, stamp duties and clearance fees) will correspondingly reduce the amount of profits available for the distribution of cash dividends by the Company. However, where the consideration paid by the Company for the Share Buy-Backs is made out of capital, the amount of profits available for the distribution of cash dividends by the Company will not be reduced.

- 2.5 **Status of Purchased Shares.** The Shares purchased or acquired by the Company under the Share Buy-Back Mandate shall be deemed to be cancelled on purchase or acquisition unless held in treasury in accordance with section 76H of the Companies Act. The number of Shares held as treasury shares cannot at any time exceed 10% of the total number of issued Shares.

Where Shares purchased or acquired by the Company under the Share Buy-Back Mandate are cancelled, such Shares will be automatically de-listed by the SGX-ST. Certificates in respect of such cancelled Shares will be cancelled and destroyed by the Company as soon as is reasonably practicable after the Shares have been acquired.

Where Shares purchased or acquired by the Company under the Share Buy-Back Mandate are held as treasury shares, the Company may at any time but subject always to the Take-over Code:

- (a) sell the treasury shares for cash;
- (b) transfer the treasury shares for the purposes of or pursuant to an employees' share scheme;
- (c) transfer the treasury shares as consideration for the acquisition of shares in or assets of another company or assets of a person;
- (d) cancel the treasury shares; or
- (e) sell, transfer or otherwise use the treasury shares for such other purposes as may be prescribed.

Under the Listing Manual, immediate announcement must be made of any sale, transfer, cancellation and/or use of treasury shares (in each case, the "**usage**"). Such announcement must include details such as the date of the usage, the purpose of the usage, the number of treasury shares of the usage, the number of treasury shares before and after the usage, and the percentage of the number of treasury shares of the usage against the total number of issued shares (of the same class as the treasury shares) which are listed on the SGX-ST before and after the usage.

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## LETTER TO SHAREHOLDERS

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The Company shall not exercise any right in respect of the treasury shares, including:

- (i) the right to attend or vote at meetings; and
- (ii) the right to receive dividend or any other distribution (in cash or otherwise) of its assets (including any distribution of assets to members on a winding up).

The Company may receive allotments of fully paid bonus shares in respect of the treasury shares and the treasury shares may be sub-divided or consolidated so long as the total value of the treasury shares after the subdivision or consolidation is the same as before the subdivision or consolidation, as the case may be.

Any Shares allotted as fully paid bonus shares in respect of the treasury shares shall be treated for the purposes of the Companies Act as if they were purchased by the Company at the time they were allotted, in circumstances in which section 76H of the Companies Act applied.

2.6 **Financial Effects of Share Buy-Backs.** Under the Companies Act, purchases or acquisitions of Shares by the Company may be made out of the Company's capital or profits so long as the Company is solvent. For this purpose, a company is "insolvent" if:

- (a) it is unable to pay its debts as they become due in the normal course of business. The Companies Act further requires the company to be able to pay its debts as they fall due in the normal course of business not only at the time of the purchase or acquisition but also during the period of 12 months after the purchase or acquisition;
- (b) the value of its assets is less than the value of its liabilities (including contingent liabilities), having regard to the most recent financial statements of the company and all other circumstances that the directors or managers of the company know or ought to know affect or may affect such values. The Companies Act further requires that the value of the company's assets will not be less than the value of its liabilities not only at the time of the purchase or acquisition but also after such purchase or acquisition.

Where the consideration paid by the Company for the purchase or acquisition of Shares (excluding brokerage, commission, goods and services tax and other purchase-related expenses) is made out of available profits, this will correspondingly reduce the amount available for the distribution of cash dividends by the Company. Where the consideration paid by the Company for the purchase or acquisition of Shares is made out of capital, the amount available for the distribution of cash dividends by the Company will not be reduced.

The actual impact of the Share Buy-Back on the financials of the Company and the Group will depend on the exact number of Shares purchased or acquired, the purchase prices at the relevant time of purchase, how the purchase or acquisition is funded, whether the Shares purchased or acquired are held in treasury or immediately cancelled on purchase or acquisition as well as how the Shares held in treasury are subsequently dealt with by the Company in accordance with section 76K of the Companies Act.

(i) Number of issued Shares

As at the Latest Practicable Date, the share capital of the Company comprised 1,845,702,160 issued Shares, none of which are treasury shares. Purely for illustrative purposes, on the basis of 1,845,702,160 issued Shares as at the Latest Practicable Date and assuming no further Shares are issued and no issued Shares are held by the Company as treasury shares on or prior to the EGM, the purchase by the Company of 5% of the total number of its issued Shares will result in the purchase or acquisition of 92,285,108 Shares.

(ii) Illustrative Financial Effects

For illustrative purposes only and on the basis of the assumptions set out in sub-paragraph (i) above, the financial effects of the purchase or acquisition of Shares by the Company pursuant to the Share Buy-Back Mandate on the audited financial statements of the Group based on the financial year ended 31 March 2009 are set out below, and assuming the following:

## LETTER TO SHAREHOLDERS

(A) On-market Share Buy-Back

For on-market Share Buy-Back, the purchase or acquisition of 92,285,108 Shares at the maximum price of S\$0.139 (or US\$0.095 based on the exchange rate of S\$1.4575 to US\$1 as at 6 July 2009) for one Share (being the price equivalent to 5% above the average of the closing market prices of the Shares for the five consecutive Market Days on which the Shares were traded on the SGX-ST immediately preceding the Latest Practicable Date), the maximum amount of funds required for the purchase or acquisition of the 92,285,108 Shares is S\$12.8 million (or US\$8.8 million) based on the exchange rate of S\$1.4575 to US\$1 as at 6 July 2009).

Shares purchased or acquired by way of on-market purchases are assumed to have been made equally out of capital and were either (i) cancelled or (ii) held as treasury shares.

(B) Off-market Share Buy-Back

For off-market Share Buy-Back, the purchase or acquisition of 92,285,108 Shares at the maximum price of S\$0.158 (or US\$0.108 based on the exchange rate of S\$1.4575 to US\$1 as at 6 July 2009) for one Share (being the price equivalent to 20% above the average of the closing market prices of the Shares for the five consecutive Market Days on which the Shares were traded on the SGX-ST immediately preceding the Latest Practicable Date), the maximum amount of funds required for the purchase or acquisition of the 92,285,108 Shares is S\$14.6 million (or US\$10 million based on the exchange rate of S\$1.4575 to US\$1 as at 6 July 2009).

Shares purchased or acquired by way of off-market purchases are assumed to have been made equally out of capital and were either (i) cancelled or (ii) held as treasury shares.

The financial effects on the audited financial statements of the Group and the Company for the financial year ended 31 March 2009 would have been as follows:

**Scenario 1(A)**

**On-market purchases of up to maximum of 5% made entirely out of capital and cancelled.**

As at 31 March 2009 (US\$'000)	Group		Company	
	Before Share Buy-Back	After Share Buy-Back	Before Share Buy-Back	After Share Buy-Back
Shareholders' Funds	351,271	342,470	374,343	365,542
Net Assets	351,271	342,470	374,343	365,542
Current Assets	69,969	61,168	27,783	18,982
Current Liabilities	303,296	303,296	794	794
Total Borrowings	307,929	307,929	-	-
Profit/(Loss) attributable to Shareholders	(19,059)	(19,059)	3,544	3,544
No. of issued and paid up shares	1,845,702,160	1,753,417,052	1,845,702,160	1,753,417,052
Weighted average number of Shares	1,241,132,690	1,233,442,264	1,241,132,690	1,233,442,264
<b>Financial Ratios</b>				
Net Assets per Share (in US cents)	19.03	19.53	20.28	20.85
Gearing (times)	0.88	0.90	-	-
Loss per Share (in US cents)	(1.54)	(1.55)	0.29	0.29

**Note:**

Please refer to notes appearing after Scenario 2(B).

## LETTER TO SHAREHOLDERS

### Scenario 1(B)

**On-market purchases of up to maximum of 5% made entirely out of capital and held as treasury shares**

As at 31 March 2009 (US\$'000)	Group		Company	
	Before Share Buy-Back	After Share Buy-Back	Before Share Buy-Back	After Share Buy-Back
Shareholders' Funds	351,271	351,271	374,343	374,343
Shares held in treasury	-	(8,801)	-	(8,801)
Net Assets	351,271	342,470	374,343	365,542
Current Assets	69,969	61,168	27,783	18,982
Current Liabilities	303,296	303,296	794	794
Total Borrowings	307,929	307,929	-	-
Loss attributable to Shareholders	(19,059)	(19,059)	3,544	3,544
No. of issued and paid up shares	1,845,702,160	1,753,417,052	1,845,702,160	1,753,417,052
Weighted average number of Shares	1,241,132,690	1,233,442,264	1,241,132,690	1,233,442,264
<b>Financial Ratios</b>				
Net Assets per Share (in US cents)	19.03	19.53	20.28	20.85
Gearing (times)	0.88	0.90	-	-
Loss per Share (in US cents)	(1.54)	(1.55)	0.29	0.29

**Note:**

Please refer to notes appearing after Scenario 2(B).

### Scenario 2(A)

**Off-market purchases of up to maximum of 5% made entirely out of capital and cancelled.**

As at 31 March 2009 (US\$'000)	Group		Company	
	Before Share Buy-Back	After Share Buy-Back	Before Share Buy-Back	After Share Buy-Back
Shareholders' Funds	351,271	341,267	374,343	364,339
Net Assets	351,271	341,267	374,343	364,339
Current Assets	69,969	59,965	27,783	17,779
Current Liabilities	303,296	303,296	794	794
Total Borrowings	307,929	307,929	-	-
Loss attributable to Shareholders	(19,059)	(19,059)	3,544	3,544
No. of issued and paid up shares	1,845,702,160	1,753,417,052	1,845,702,160	1,753,417,052
Weighted average number of Shares	1,241,132,690	1,233,442,264	1,241,132,690	1,233,442,264
<b>Financial Ratios</b>				
Net Assets per Share (in US cents)	19.03	19.46	20.28	20.78
Gearing (times)	0.88	0.90	-	-
Loss per Share (in US cents)	(1.54)	(1.55)	0.29	0.29

**Note:**

Please refer to notes appearing after Scenario 2(B).

## LETTER TO SHAREHOLDERS

### Scenario 2(B)

Off-market purchases of up to maximum of 5% made entirely out of capital and held as treasury shares.

As at 31 March 2009 (US\$'000)	Group		Company	
	Before Share Buy-Back	After Share Buy-Back	Before Share Buy-Back	After Share Buy-Back
Shareholders' Funds	351,271	351,271	374,343	374,343
Shares held in treasury	-	(10,004)	-	(10,004)
Net Assets	351,271	341,267	374,343	364,339
Current Assets	69,969	59,965	27,783	17,779
Current Liabilities	303,295	303,295	794	794
Total Borrowings	307,929	307,929	-	-
Loss attributable to Shareholders	(19,059)	(19,059)	3,544	3,544
No. of issued and paid up shares	1,845,702,160	1,753,417,052	1,845,702,160	1,753,417,052
Weighted average number of Shares	1,241,132,690	1,233,442,264	1,241,132,690	1,233,442,264
<b>Financial Ratios</b>				
Net Assets per Share (in US cents)	19.03	19.46	20.28	20.78
Gearing (times)	0.88	0.90	-	-
Loss per Share (in US cents)	(1.54)	(1.55)	0.29	0.29

#### Notes to the above Tables:

- (1) The Rights Issue is assumed to have been completed on 1 March 2009.
- (2) Share purchases pursuant to the Share Buy-Back Mandate are assumed to have taken place on 1 March 2009.
- (3) "Shareholders' Funds" mean the aggregate amount of issued share capital, other reserves and retained profits.
- (4) "Net Assets" as disclosed above excludes minority interests.
- (5) "Total Borrowings" mean the aggregate borrowings from banks and financial institutions.
- (6) "Gearing" represents the ratio of Total Borrowings to Shareholders' Funds.
- (7) "Loss per Share" is calculated based on the loss attributable to Shareholders divided by the weighted average number of issued and paid-up Shares.
- (8) An exchange rate of S\$1.4575 to US\$1 has been used.

**Shareholders should note that the financial effects illustrated above are for illustrative purposes only. In particular, it is important to note that the above analyses are based on the latest audited financial statements of the Company and the Group as at 31 March 2009, and is not necessarily representative of the future financial performance of the Group. Although the Share Buy-Back Mandate would authorise the Company to buy back up to 5% of the total number of issued Shares (excluding treasury shares) as at the date that the renewal of the Share Buy-Back Mandate is approved, the Company may not necessarily buy back or be able to buy back the entire 5%.**

- 2.7 **Taxation.** Shareholders who are in doubt as to their respective tax positions or any tax implications should consult their own tax advisors to take into account the tax law applicable, whether in or outside Singapore, to their particular situations.
- 2.8 **Reporting Requirements.** Within 30 days of the passing of a Shareholders' resolution to approve or renew the proposed Share Buy-Back Mandate, the Company shall lodge a copy of such resolution with the Registrar.

The Company shall lodge with the Registrar a notice of Share Buy-Back within 30 days of such Share Buy-Back. Such notification shall include the date of the purchases, the number of Shares purchased by

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the Company, the number of Shares cancelled, the number of treasury shares held, the Company's issued share capital before and after the purchases, the amount of consideration paid by the Company for the purchases and such other particulars as may be required in the prescribed form.

- 2.9 **Listing Manual.** The Listing Manual specifies that a listed company shall notify the SGX-ST of any on-market share purchases not later than 9.00 a.m. on the Market Day following the day on which the on-market share purchase was made, and of any off-market share purchases not later than 9.00 a.m. on the second Market Day after the close of acceptance of the offer for the off-market share purchase. The notification of such share purchases to the SGX-ST shall be in such form and shall include such details that the SGX-ST may prescribe. The Company shall make arrangements with its stockbrokers to ensure that they provide the Company in a timely fashion the necessary information which will enable the Company to make the notifications to the SGX-ST.
- 2.10 **Suspension of buy back of Shares.** As the Company would be considered an "insider" in relation to any Share Buy-Back, the Company will not buy Shares after a price sensitive development has occurred or has been the subject of a decision until such time as the price sensitive information has been publicly announced. In particular, the Company will not buy Shares during the period commencing one month before the announcement of the Company's full-year results and during the period commencing two weeks before the announcement of the Company's quarterly results, as the case may be, and ending on the date of announcement of the relevant results.
- 2.11 **Listing status on SGX-ST.** The Listing Manual provides that a listed company shall ensure that at least 10% of the total number of its issued shares (excluding treasury shares, preference shares and convertible equity securities) in a class that is listed, is held by public shareholders at all times.

As at the Latest Practicable Date, approximately 19.7% of the total number of issued Shares (of which none are treasury shares) is held in the hands of the public. Assuming that the Share Buy-Back was carried out on the Latest Practicable Date, and the Company bought back a maximum number of 92,285,108 Shares, approximately 14.7% of the total number of issued Shares (excluding treasury shares) will be held in the hands of the public.

The Directors will use their best efforts to ensure that the Company does not effect Share Buy-Backs if it would result in the number of Shares remaining in the hands of the public falling to such a level as to adversely affect the listing status of the Company.

- 2.12 **Take-over Implications under the Singapore Code on Take-overs and Mergers.** Appendix 2 of the Take-over Code contains the Share Buy-back Guidance Note applicable as at the Latest Practicable Date. The take-over implications arising from any purchase or acquisition by the Company of its Shares are set out below.

2.12.1 Obligation to Make a Take-over Offer

Pursuant to Appendix 2 of the Take-over Code, any increase in the percentage of voting rights held by a shareholder and persons acting in concert with him resulting from a Share Buy-Back by the Company will be treated as an acquisition for the purposes of Rule 14 of the Take-over Code.

Under Rule 14 of the Take-over Code, a Shareholder and persons acting in concert with the Shareholder will incur an obligation to make a mandatory take-over offer if, *inter alia*, he and persons acting in concert with him increase their voting rights in the Company to 30% or more or, if they, together holding between 30% and 50% of the Company's voting rights, increase their voting rights in the Company by more than 1% in any period of 6 months.

Consequently, depending on the number of Shares purchased or acquired by the Company and the number of issued Shares at that time, a Shareholder or group of Shareholders acting in concert with each other could obtain or consolidate effective control of the Company and could become obliged to make a take-over offer under Rule 14 of the Take-over Code.

2.12.2 Persons Acting in Concert

Under the Take-over Code, persons acting in concert comprise individuals or companies who, pursuant to an agreement or understanding (whether formal or informal), co-operate, through the

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acquisition by any of them of shares in a company to obtain or consolidate effective control of that company. Unless the contrary is established, the following persons, *inter alia*, will be presumed to be acting in concert, namely:

- (a) a company with its parent company, subsidiaries, its fellow subsidiaries, any associated companies of the aforesaid companies, and any company whose associated companies include any of the aforesaid companies. For this purpose, ownership or control of at least 20% but not more than 50% of the voting rights of a company will be regarded as the test of associated company status;
- (b) any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the foregoing companies for the purchase of voting rights;
- (c) a company with any of its directors (together with their close relatives, related trusts as well as companies controlled by any of the directors, their close relatives and related trusts);
- (d) a company with any of its pension funds and employee share schemes;
- (e) a person with any investment company, unit trust or other fund in respect of the investment account which such person manages on a discretionary basis;
- (f) a financial or other professional adviser (including a stockbroker), with its clients in respect of the shareholdings of the adviser and the persons controlling, controlled by or under the same control as the adviser and all the funds which the adviser manages on a discretionary basis, where the shareholding of the adviser and any of those funds in the client total 10% or more of the client's equity share capital;
- (g) directors of a company, together with their close relatives, related trusts and companies controlled by any of them, which is subject to an offer or where there have reason to believe a *bona fide* offer for their company may be imminent;
- (h) partners; and
- (i) an individual, his close relatives, his related trusts, and any person who is accustomed to act according to his instructions and companies controlled by any of the aforesaid persons.

The circumstances under which Shareholders, including Directors, and persons acting in concert with them respectively will incur an obligation to make a Take-over offer under Rule 14 after a purchase of Shares by the Company are set out in Appendix 2 of the Take-over Code.

In general terms, the effect of Appendix 2 of the Take-over Code is that:

- (i) unless exempted, Directors and persons acting in concert with them will incur an obligation to make a take-over offer under Rule 14 of the Take-over Code if, as a result of the Company purchasing or acquiring its ordinary shares, the voting rights of such Directors and their concert parties would increase to 30% or more, or if the voting rights of such Directors and their concert parties fall between 30% and 50% of the Company's voting rights, the voting rights of such Directors and their concert parties would increase by more than 1% in any period of six months;
- (ii) a Shareholder who is not acting in concert with the Directors will not be required to make a take-over offer under Rule 14 of the Take-over Code if, as a result of the Company purchasing or acquiring its ordinary shares, the voting rights of such Shareholder in the Company would increase to 30% or more, or if such Shareholder holds between 30% and 50% of the Company's voting rights, the voting rights of such Shareholder would increase by more than 1% in any period of six months. Such Shareholder need not abstain from voting in respect of the resolution authorising the Share Buy-Back Mandate.

Based on Substantial Shareholders' notifications received by the Company as at the Latest Practicable Date which is set out in paragraph 5 of this Circular, none of the substantial Shareholders would become obliged to make a take-over offer for the Company under Rule 14 of the Take-over Code as a result of the purchase by the Company of the maximum limit of 5% of the total number of issued Shares (excluding treasury shares).

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**Shareholders who are in doubt as to whether they would incur any obligation to make a Take-over offer as a result of any purchase of Shares by the Company pursuant to the Share Buy-Back Mandate are advised to consult their professional advisers and/or the Securities Industry Council before they acquire any Shares in the Company during the period when the Share Buy-Back Mandate is in force.**

- 2.13 **Information on Share Buy-Backs in the last 12 months.** As at the Latest Practicable Date, the Company has not purchased any of its Shares under the 2008 Share Buy-Back Mandate.

### 3. RENEWAL OF THE IPT MANDATE

- 3.1 **Background.** The adoption of the IPT Mandate was approved by the Shareholders at the 2008 EGM to enable the companies within the Group to enter into any of the transactions falling within the categories of Interested Person Transactions described in the 2008 Circular, with any party who is of the class of or classes of Interested Persons described in the 2008 Circular, provided that such transactions are made on normal commercial terms in accordance with the guidelines and procedures for review and administration of the Interested Persons Transactions as described in the 2008 Circular.

The IPT Mandate will expire at the forthcoming AGM which is to be held on 30 July 2009. Pursuant to Rule 920(1) of the Listing Manual, the IPT Mandate is subject to annual renewal. Accordingly, it is proposed that the IPT Mandate be renewed at the EGM and (unless revoked or varied by the Company in general meeting) to continue in force until the conclusion of the next AGM of the Company. The renewal of the IPT Mandate will be proposed as an ordinary resolution for Shareholders' approval at the EGM ("**Resolution 2**").

The nature of the Interested Person Transactions and the classes of Interested Persons in respect of which the IPT Mandate is sought to be renewed remain unchanged. Particulars of the IPT Mandate, including the rationale for the IPT Mandate, the benefits to be derived by the Company, as well as the review procedures for determining transaction prices with the specified classes of Interested Persons, are set out in the Appendix to this Circular.

- 3.2 **Statement of the Audit Committee.** The Audit Committee confirms that:
- (a) the methods or procedures for determining the transaction prices under the IPT Mandate have not changed since the 2008 EGM; and
  - (b) the methods and procedures referred to in paragraph (a) above are sufficient to ensure that the transactions will be carried out on normal commercial terms and will not be prejudicial to the interests of the Company and its minority shareholders.

### 4. THE NEW SHARE PLANS

- 4.1 **Background.** The Company is proposing to implement the New Share Plans, subject to Shareholders' approval being received at the EGM for their adoption. The New Share Plans, to be known as the "**Jasper Share Option Plan**" and the "**Jasper Share Incentive Plan**", are proposed to supersede and replace the Company's current share option scheme and performance plan, effective from the adoption of the New Share Plans at the EGM.

The existing incentive plans of the Company are the Jasper Share Option Plan 1999 and the Jasper Performance Plan (respectively, the "**1999-Scheme**" and the "**1999-Plan**", and together, the "**1999-Incentive Plans**"), and are expiring on 24 August 2009.

Details of the New Share Plans are set out in Paragraphs 4.4 and 4.5 respectively below. Information on the 1999-Incentive Plans is set out in Paragraph 4.11 below.

- 4.2 **Rationale.** The rationale for the New Share Plans are as follows:
- (a) The Share Option Plan will provide an opportunity for Group Employees to participate in the equity of the Company so as to motivate them to greater dedication, loyalty and higher standards of

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performance, and to give recognition to Non-Executive Directors and Non-Group Employees who have contributed to the success and development of the Company and/or Group. The Share Option Plan is proposed on the basis that it is important to acknowledge the contribution, which is essential to the well-being and prosperity of the Group, made by these persons.

- (b) The Share Incentive Plan is based on the principle of pay-for-performance and is designed to enable the Company to reward, retain and motivate Group Employees to achieve superior performance. The Share Incentive Plan will provide incentives to Participants to excel in their performance and encourage greater dedication and loyalty to the Company. Through the Share Incentive Plan, the Company will be able to recognise and reward past contributions and services and motivate Participants, including Non-Executive Directors and Associated Company Employees whose contributions are important to the Group, to continue to strive for the Group's long-term prosperity. In addition, the Share Incentive Plan aims to foster an ownership culture within the Group which aligns the interests of Group Employees with the interests of Shareholders.

While the New Share Plans cater principally to Group Employees, it is recognised that there are other persons who can make significant contributions to the Group through their close working relationships with the Group, even though they are not employed within the Group. Such persons include non-executive members of the Board, employees and directors of the Parent Group and employees and directors of Associated Companies. These persons are also eligible for selection, at the absolute discretion of the Committee, to participate in the New Share Plans. The manner and bases by which the contributions of such persons are to be measured over the longer term may include a performance framework which incorporates financial and/or non-financial performance measurement criteria.

Employees and directors of the Parent Group and employees and directors of Associated Companies are persons who are in a position to provide valuable support and inputs to the Company through their close working relationship and/or business association with the Group. They provide assistance and support to the Company on a continuing basis in the development and implementation of business strategies, investments and projects in which the Company and/or the Group has interests. The Company recognises that the continued support of these persons is important to the growth and development of the Group, its well-being and stability. The ability to include such persons under the New Share Plans would provide the Company with the flexibility to explore and determine the most appropriate method to acknowledge contributions or special efforts made by them over periods of time, whether through the grant of Options or Awards or a combination thereof.

Non-executive directors of the Group are generally persons from different professions and working backgrounds. The Company regards this category of persons as an important resource pool from which the Group is able to tap for business contacts and networking, and for the benefit of their experiences and insights. As it may not always be possible to compensate such persons fully or appropriately by way of extra directors' fees or other forms of cash payments, the New Share Plans provide the Company with a means to give recognition to them for their special assistance or extra efforts expended in furthering the Company's and/or the Group's interests, such as in introducing or facilitating business opportunities for the Group, or expending additional time on significant corporate exercises or projects that may be undertaken by the Company or the Group from time to time.

The Company intends to designate Morton Bay (Holdings) Pte Ltd ("**Morton Bay**") as the Parent Company, and its subsidiaries (other than the Group) as being part of the Parent Group, for the purposes of the New Share Plans. As at the Latest Practicable Date, the Company regards Morton Bay as the Company's immediate holding company.

- 4.3 **Listing of New Shares.** The SGX-ST has granted in-principle approval for the listing and quotation of the New Shares to be issued pursuant to the Share Option Plan and the Share Incentive Plan, subject to Shareholders' approval for the Share Option Plan and the Share Incentive Plan. The SGX-ST's in-principle approval is not to be taken as an indication of the merits of the Share Option Plan, the Share Incentive Plan, the Company, its subsidiaries or their securities.

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4.4 **The Jasper Share Option Plan.** The following is a summary of the rules of the proposed Share Option Plan:

4.4.1 Eligibility

The following persons, unless they are also controlling shareholders (as defined in the Listing Manual) of the Company or associates (as defined in the Listing Manual) of such controlling shareholders, shall be eligible to participate in the Share Option Plan at the absolute discretion of the Committee:

- (a) Group Employees who hold such rank as may be designated by the Committee from time to time;
- (b) Non-Executive Directors who, in the opinion of the Committee, have contributed or will contribute to the success of the Group; and
- (c) Non-Group Employees, being:
  - (i) Parent Group Employees who hold such rank as may be designated by the Committee from time to time and who, in the opinion of the Committee, have contributed or will contribute to the success of the Group; and
  - (ii) Associated Company Employees who hold such rank as may be designated by the Committee from time to time and who, in the opinion of the Committee, have contributed or will contribute to the success of the Group.

Persons who are also controlling shareholders or their associates will not be eligible to participate in the Share Option Plan.

4.4.2 Options

An Option granted pursuant to the Share Option Plan ("**Options**") represents a right to acquire the Shares which are the subject of such Option at the acquisition price per Share ("**Exercise Price**") applicable thereto.

The Committee may grant Options at any time, provided that in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is imminent, Options may only be granted on or after the 3rd Market Day from the date on which the aforesaid announcement is released.

The grant of an Option must be accepted within 30 days from the date of the offer of the grant of such Option ("**Grant Date**"), accompanied by payment of S\$1 as consideration. If the grant is not accepted by 5.00 p.m. on the 30th day from such Grant Date and in the manner as provided, it will automatically lapse and become null, void and of no effect

An Option shall be personal to the Participant to whom it is granted and shall not be transferred (other than to a Participant's personal representative on the death of that Participant), charged, assigned, pledged or otherwise disposed of, in whole or in part, unless with the prior approval of the Committee.

The letter of offer for the grant of an Option, the acceptance form in relation thereto and the exercise notice in respect of the exercise of an Option, are appended to the rules of the Share Option Plan, and are subject in each case to such modification as the Committee may from time to time determine.

4.4.3 Exercise Price

The Exercise Price payable for each of the Shares which is the subject of an Option may be fixed (i) at the market price of a Share ("**Market Price Option**"); (ii) at a premium to the market price of a Share ("**Premium Price Option**"); (iii) at the market price of a Share, but which may be adjusted (after the expiry of an incentive period) by a discount of up to 20% of the market price of a Share ("**Incentive Price Option**"); and/or (iv) at a discount (up-front) of up to 20% of the market price of a Share ("**Discount Price Option**").

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Under the Listing Manual, while a listed company is not permitted to grant a discount of more than 20% to the market price of the shares at the time of the grant of the option, there is no restriction however on the grant of options with exercise prices that are set at a premium to the market price of the shares. By adopting a discount quantum to the fullest extent permitted by current listing rules of the SGX-ST, and with a discretion to grant Options at a premium to the market price, in addition to or in combination with the grant of Options at the market price, the Company believes that it will have much greater flexibility to structure the Group's incentive and rewards system in a constructive manner by combining immediate or short-term cash-based rewards (such as bonuses and annual wage supplements) with longer term cash-linked rewards which do not entail any immediate direct cash expenditure for the Group.

In this connection, it should be noted that based on the last transacted price of S\$0.132 per Share on the Latest Practicable Date, a maximum discount of 20% thereto (approximately S\$0.106) might not appear to be meaningful in the context of Incentive Price Options and/or Discount Price Options. Nevertheless, the inclusion of a discount feature for Options that may be granted under the Share Option Plan provides the Company with the means to use such feature as and when the level of the Share price improves.

The following describes the Exercise Price applicable to the Options that may be granted pursuant to the Share Option Plan:

(a) Market Price Options

The Exercise Price for each Share comprised in a Market Price Option is equal to the Market Price of the Shares at the time of the grant of the Option.

The "**Market Price**" is determined by the Committee at its absolute discretion, and fixed by the Committee at a price equal to the average of the last dealt prices for a Share, as determined by reference to the daily official list or any other publication published by the SGX-ST, for the 3 consecutive trading days immediately preceding the date of grant of that Option, rounded up (in the case of cents) to the nearest three decimal places.

(b) Premium Price Option

The Exercise Price for each Share in respect of which a Premium Price Option is exercisable shall be determined by the Committee at its absolute discretion, and fixed by the Committee at a price which is set at a premium to the Market Price.

(c) Incentive Price Options

The Exercise Price for each Share comprised in an Incentive Price Option is subject to such discount, if any, as may be determined by the Committee in its absolute discretion, provided that:

- (i) the maximum discount which may be given in respect of that Option shall not exceed 20% of the Exercise Price in respect of that Option (or such other percentage or amount as may be prescribed or permitted for the time being by the SGX-ST); and
- (ii) the Committee shall, as soon as practicable after the end of the incentive period relating to that Option, determine whether or not a discount should be given in respect of that Option and, if so, the quantum of such discount.

For the purposes of determining whether to grant any discount and the quantum of such discount, if any, the Committee shall take into consideration such criteria as the Committee may, in its absolute discretion, deem appropriate including but not limited to:

- (A) the performance of the Company and the Group over the incentive period, taking into account financial parameters such as return on equity, and/or earnings growth, and the performance targets set by the Committee for the Company and Group;
- (B) the individual performance of the Participant over the incentive period; and

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- (C) the contribution of the Participant over the incentive period to the success and development of the Company and/or the Group.

As soon as practicable after the Committee has decided that a discount should be given (and the quantum of the discount) pursuant to Paragraph 4.4.3(c)(ii) above, the Committee shall inform the Participant as to whether it has granted a discount and, if so, the quantum of the discount on the Exercise Price, and, if relevant, the adjusted Exercise Price, for that Option.

(d) Discount Price Option

The Exercise Price for each Share in respect of which a Discount Price Option is exercisable shall be determined by the Committee at its absolute discretion, and fixed by the Committee at a price, which is set at a discount to the Market Price, provided that the maximum discount shall not exceed 20% of the Market Price (or such other percentage or amount as may be prescribed or permitted for the time being by the SGX-ST).

In making any determination on whether to give a discount and the quantum of such discount, the Committee shall be at liberty to take into consideration such criteria as the Committee may, in its absolute discretion, deem appropriate, including but not limited to:

- (i) the performance of the Group, the Parent Group or the Associated Company, as the case may be;
- (ii) the years of service and individual performance of the Participant;
- (iii) the contribution of the Participant to the success and development of the Company and/or the Group; and
- (iv) the prevailing market conditions.

In determining whether the Exercise Price to be applied (in respect of an Option to be granted) is to be set at the Market Price, or at a premium to the Market Price and the quantum of the premium, or a discount to the Market Price and the quantum of the discount, the Committee will decide upon on a case by case basis, taking into account the individual merits and factors described below pertaining to the specific Participant and the objective that is desired to be achieved by the Company through the grant of the Option.

For instance, Premium Price Options may be deployed to incentivise Participants individually or in a specific business unit to achieve long term performance goals that value-add to the Company and the Group. Such Participants will have greater incentive to take on responsibility for the performance of the Group and contribute to the appreciation in value of the Company in the long term. In turn, this will provide more compelling motivation for individual Participants or the specific business units to improve their performance by aligning their interests more closely with those of Shareholders.

In contrast, Incentive Price Options may be useful for other performance oriented targets, whereby internal guidelines will be established to include a performance framework which, *inter alia*, benchmarks performance criteria against a graduating scale of discounts according to the extent to which such criteria are achieved by the Participants, the Company and/or the Group, and the value of the discounts *versus* cash bonuses. As any adjustment to the Exercise Price of the Incentive Price Options would be made only after the end of the incentive period when the Participant has already delivered on the performance targets set for him at the time of grant of such option, the difference between the aggregate acquisition price payable by the Participant on the exercise of such option and the market price for the Shares prevailing at the time of exercise, would translate into a form of cashless bonus earned by the Participant.

It is anticipated that generally Discount Price Options would be granted primarily in an instance where it is more relevant, as a component of employment remuneration, to reward and retain talented employees by way of options with up-front discounts to the Market Price at the time of grant (rather than at the Market Price, at a premium, or with a deferred discount) or necessary in order to attract new talents into the Group.

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It is envisaged that where Options are proposed to be granted to Non-Group Employees as a means to acknowledge their contribution to the success and development of the Group, the Exercise Price for such Options would, in the main, be set at the Market Price or at a premium to the Market Price.

The Share Option Plan also provides for the Exercise Price to be adjusted in the circumstances described in paragraph 4.4.5 below.

### 4.4.4 *Participation*

The selection of a Participant and the number of Shares comprised in (as the case may be) Market Price Options, Premium Price Options, Incentive Price Options, or Discount Price Options to be offered to any Group Employee, Non-Executive Director or Non-Group Employee in accordance with the Share Option Plan shall be determined at the absolute discretion of the Committee, who shall take into account criteria such as his rank, job performance, years of service, potential for future development and his contribution to the success and development of the Group. However:

- (a) any grant of Options to a Parent Group Employee or a Non-Executive Director of the Parent Group which, together with Options already granted to that Parent Group Employee or Non-Executive Director of the Parent Group in his capacity as such under the Share Option Plan, represents 5% or more of the total number of Shares available to Parent Group Employees and Non-Executive Directors of the Parent Group under the Share Option Plan, must be approved by independent Shareholders of the Company in a separate resolution for each such Parent Group Employee or Non-Executive Director of the Parent Group, provided that any grant of Options to a Parent Group Employee or Non-Executive Director of the Parent Group whose services have been seconded to any company within the Group shall not be subject to the provisions of this paragraph (a); and
- (b) the aggregate number of Shares which may be offered by way of grant of Options to Parent Group Employees and Non-Executive Directors of the Parent Group in their capacity as such under the Share Option Plan shall not exceed 20% of the total number of new Shares available under the Share Option Plan, and such aggregate number of Shares which may be offered to Parent Group Employees and Non-Executive Directors of the Parent Group in their capacity as such under the Share Option Plan must be approved by independent Shareholders of the Company in a separate resolution, provided that any grant of Options to a Parent Group Employee or Non-Executive Director of the Parent Group whose services have been seconded to any company within the Group shall not be subject to the provisions of this paragraph (b).

### 4.4.5 *Adjustment events*

If a variation in the share capital or reserves of the Company (whether by way of a capitalisation of profits or reserves or rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place or if the Company shall make a declaration of a special dividend (whether in cash or *in specie*), then:

- (a) the Exercise Price for the Shares, class and/or number of Shares comprised in the Option to the extent unexercised; and/or
- (b) class and/or number of Shares over which Options may be granted under the Share Option Plan,

may be adjusted in such manner as the Committee deems appropriate. No adjustment shall be made unless the Committee, after considering all relevant circumstances, considers it equitable to do so, and any such adjustment shall be made in a way that a Participant will not receive a benefit that a holder of Shares does not receive.

The issue of securities as consideration for an acquisition or a private placement of securities or the issue of Shares pursuant to a scrip dividend scheme or exercise of options or other convertibles (including the Options) or cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST during the

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period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force, shall not normally be regarded as a circumstance requiring adjustment, unless the Committee considers an adjustment to be appropriate.

Any adjustment (except in relation to a capitalisation issue) must be confirmed in writing by the Auditors (or, in lieu of the Auditors, other consultant acceptable to the SGX-ST) acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

### 4.4.6 *Events prior to exercise*

Special provisions for the vesting and lapsing of Options apply in certain circumstances, including the following:

- (a) in the event of misconduct on the part of a Participant as determined by the Committee in its discretion;
- (b) where the Participant is a Group Employee, a Parent Group Employee or an Associated Company Employee, ceases to be in the employment of the Group, the Parent Group or the relevant Associated Company, as the case may be (other than as specified in sub-paragraph (e) below);
- (c) an order being made or a resolution passed for the winding-up of the Company on the basis, or by reason, of its insolvency;
- (d) the bankruptcy of a Participant or the happening of any other event which results in his being deprived of the legal or beneficial ownership of the Option;
- (e) the Participant ceases to be in the employment of the Group, the Parent Group or an Associated Company, as the case may be, by reason of:
  - (i) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
  - (ii) redundancy;
  - (iii) retirement at or after the legal retirement age;
  - (iv) retirement before the legal retirement age with the consent of the Committee; or
  - (v) the company by which he is employed ceasing to be a company within the Group, the Parent Group or an Associated Company or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within the Group or the Parent Group or to an Associated Company;
- (f) the death of the Participant;
- (g) any other event approved by the Committee; or
- (h) a take-over, reconstruction or amalgamation of the Company or an order being made or a resolution passed for the winding-up of the Company (other than as provided in sub-paragraph (c) above).

Upon the occurrence of any of the events specified in sub-paragraphs (a), (b) and (c) above, an Option then held by a Participant shall, as provided in the rules of the Share Option Plan and to the extent not yet exercised, immediately lapse without any claim whatsoever against the Company.

Upon the occurrence of any of the events specified in sub-paragraphs (d), (e), (f) and (g) above, the Committee may, in its absolute discretion, preserve all or any part of any Option either to vest some or all of the Shares which are the subject of the Option or to preserve all or part of any Option until the end of the relevant Exercise Period (as defined below) and subject to the provisions of the Share

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Option Plan. The Committee in exercising such discretion, may allow the Option to be exercised at any time (and, in relation to an Incentive Price Option, at the Exercise Price applicable to that Option at the time of exercise), notwithstanding that the date of exercise of such Option falls on a date prior to the first day of the Exercise Period in respect of such Option.

Upon the occurrence of any of the events specified in sub-paragraph (h) above, a Participant shall be entitled to exercise any Option then held by him and as yet unexercised, during the relevant periods prescribed in the Share Option Plan. To the extent that an Option is not exercised within such prescribed periods, the Option shall lapse and become null and void. If, in connection with any of the events specified in paragraph (h) above, arrangements are made 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, as yet not exercised, may not, at the discretion of the Committee, be permitted to exercise that Option.

### 4.4.7 *Operation of the Share Option Plan*

In general, an Option may be exercised by a Participant, in whole or in part, during the exercise period applicable to such Option (“**Exercise Period**”) subject to any conditions (including any vesting schedule) that may be imposed by the Committee in relation to the vesting of any Shares comprised in that Option, and to the events discussed in Paragraph 4.4.5 above.

The Exercise Period applicable to an Option is as follows:

- (a) in the case of a Market Price Option or a Premium Price Option granted to a Group Employee or, where the Parent Company is a holding company of the Company on the Grant Date, a Parent Group Employee, a period (as may be determined by the Committee on the Grant Date of that Option) commencing on or after the 1st anniversary of the Grant Date and expiring on or before the 10th anniversary of such Grant Date;
- (b) in the case of a Market Price Option or a Premium Price Option granted to a Non-Group Employee, an Associated Company Employee or, where the Parent Company is not a holding company of the Company on the Grant Date, a Parent Group Employee, a period (as may be determined by the Committee on the Grant Date of that Option) commencing on or after the 1st anniversary of the Grant Date and expiring on or before the 5th anniversary of such Grant Date;
- (c) in the case of an Incentive Price Option or a Discount Price Option granted to a Group Employee, or, where the Parent Company is a holding company of the Company on the Grant Date, a Parent Group Employee, a period (as may be determined by the Committee on the Grant Date of that Option) commencing on or after the 2nd anniversary of the Grant Date and expiring on or before the 10th anniversary of such Grant Date; and
- (d) in the case of an Incentive Price Option or a Discount Price Option granted to a Non-Group Employee, an Associated Company Employee or, where the Parent Company is not a holding company of the Company on the Grant Date, a Parent Group Employee, a period (as may be determined by the Committee on the Grant Date of that Option) commencing on or after the 2nd anniversary of the Grant Date and expiring on or before the 5th anniversary of such Grant Date.

To exercise an Option, the Participant must deliver to the Company a duly completed exercise notice, accompanied by payment of the total amount payable for the Shares to be acquired on the exercise of an Option in respect of the Shares for which that Option is exercised and any other documentation which the Committee may require, failing which the Option shall not be treated as validly exercised.

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4.5 **The Jasper Share Incentive Plan.** The following is a summary of the rules of the proposed Share Incentive Plan:

4.5.1 *Eligibility*

The following persons, unless they are also controlling shareholders (as defined in the Listing Manual) of the Company or associates (as defined in the Listing Manual) of such controlling shareholders, shall be eligible to participate in the Plan at the absolute discretion of the Committee:

- (a) Group Employees (including any Parent Group Employee or Non-Executive Director of the Parent Group who meet the relevant rank criteria and whose services have been seconded to a company within the Group and who shall be regarded as a Group Employee for the purposes of the Share Incentive Plan) who hold such rank as may be designated by the Committee from time to time;
- (b) Non-Executive Directors (other than Non-Executive Directors of the Parent Group) who, in the opinion of the Committee, have contributed or will contribute to the success of the Group; and
- (c) Associated Company Employees who hold such rank as may be designated by the Committee from time to time and who, in the opinion of the Committee, have contributed or will contribute to the success of the Group.

Persons who are controlling shareholders or their associates will not be eligible to participate in the Share Incentive Plan.

4.5.2 *Awards*

Awards represent the right of a Participant to receive fully paid Shares, their equivalent cash value or combinations thereof, free of charge, provided that certain prescribed performance targets (if any) are met and upon expiry of the prescribed vesting periods (where applicable).

An Award or released Award shall be personal to the Participant to whom it is granted and, prior to the allotment and/or transfer to the Participant of the Shares to which the released Award relates, shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the prior approval of the Committee.

Participants are not required to pay for the grant of Awards.

4.5.3 *Participants*

The selection of a Participant and the number of Shares which are the subject of each Award to be granted to a Participant in accordance with the Share Incentive Plan shall be determined at the absolute discretion of the Committee, which shall take into account criteria such as his rank, job performance, years of service and potential for future development, his contribution to the success and development of the Group and, if applicable, the difficulty with which the performance target(s) may be achieved within the performance period.

4.5.4 *Details of Awards*

The Committee shall decide, in relation to each Award to be granted to a Participant:

- (a) the date of grant of the Award ("**Award Date**");
- (b) the number of Shares which are the subject of the Award;
- (c) the performance target(s) and the performance period during which such performance target(s) are to be satisfied, if any;
- (d) the extent to which Shares which are the subject of that Award shall be released on the prescribed performance target(s) being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be, at the end of the performance period;

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- (e) the vesting period(s), if any;
- (f) a form of schedule to which Shares, which are the subject of that Award, shall be released at the end of each prescribed vesting period; and
- (g) any other condition which the Committee may determine in relation to that Award.

### 4.5.5 *Timing*

While the Committee has the discretion to grant Awards at any time while the Share Incentive Plan is in force, it is currently anticipated that Awards would in general be made once a year. An Award letter confirming the Award and specifying, *inter alia*, the vesting period, the prescribed performance target(s), the performance period during which the prescribed performance target(s) are to be satisfied and the schedule setting out the extent to which Shares will be released on satisfaction of the prescribed performance target(s), will be sent to each Participant as soon as is reasonably practicable after the making of an Award.

### 4.5.6 *Adjustment Events*

If a variation in the share capital or reserves of the Company (whether by way of a capitalisation of profits or reserves or rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place or if the Company shall make a declaration of a special dividend (whether in cash or *in specie*), then the Committee may as it deems appropriate determine whether:

- (a) the class and/or number of Shares which are the subject of an Award to the extent not yet vested; and/or
- (b) the class and/or number of Shares in respect of which future Awards may be granted under the Share Incentive Plan,

shall be adjusted and if so, the manner in which such adjustments should be made. Any adjustment shall be made in a way that a Participant will not receive a benefit that a holder of Shares does not receive.

Unless the Committee considers an adjustment to be appropriate, the issue of securities as consideration for an acquisition or a private placement of securities, or the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by shareholders of the Company (including any renewal of such mandate) is in force, shall not normally be regarded as a circumstance requiring adjustment.

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.

### 4.5.7 *Events prior to release*

Special provisions for the vesting and lapsing of Awards apply in certain circumstances, including the following:

- (a) in the event of misconduct on the part of a Participant as determined by the Committee in its discretion;
- (b) where the Participant is a Group Employee or an Associated Company Employee, ceases to be in the employment of the Group or the relevant Associated Company, as the case may be (other than as specified in sub-paragraph (e) below);
- (c) an order being made or a resolution passed for the winding-up of the Company on the basis, or by reason, of its insolvency;

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- (d) the bankruptcy of a Participant or the happening of any other event which results in his being deprived of the legal or beneficial ownership of the Award;
- (e) the Participant ceases to be in the employment of the Group, or an Associated Company, as the case may be, by reason of:
  - (i) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
  - (ii) redundancy;
  - (iii) retirement at or after the legal retirement age;
  - (iv) retirement before the legal retirement age with the consent of the Committee; or
  - (v) the company by which he is employed or to which he is seconded, as the case may be, ceasing to be a company within the Group or an Associated Company, as the case may be, or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within the Group or to an Associated Company, as the case may be;
- (f) the death of the Participant;
- (g) any other event approved by the Committee; or
- (h) a take-over, reconstruction or amalgamation of the Company or an order being made or a resolution passed for the winding-up of the Company (other than as provided in paragraph (c) above or for reconstruction or amalgamation).

Upon the occurrence of any of the events specified in paragraphs (a), (b) and (c), an Award then held by a Participant shall, as provided in the rules of the Share Incentive Plan and to the extent not yet released, immediately lapse without any claim whatsoever against the Company.

Upon the occurrence of any of the events specified in paragraphs (d), (e), (f), and (g) above, the Committee may, in its absolute discretion, preserve all or any part of any Award and decide as soon as reasonably practicable following such event either to vest some or all of the Shares which are the subject of the Award or to preserve all or part of any Award until the end of the relevant vesting period and subject to the provisions of the Share Incentive Plan. In exercising its discretion, the Committee will have regard to all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant and, in the case of performance-related Awards, the extent to which the applicable performance targets have been satisfied.

Upon the occurrence of the event specified in paragraph (h) above, the Committee will consider, at its discretion, whether or not to release any Award, and will take into account all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant. If the Committee decides to release any Award, then in determining the number of Shares to be vested in respect of such Award, the Committee will have regard to the proportion of the vesting period which has elapsed and the extent to which the applicable performance conditions and targets have been satisfied.

#### 4.5.8 *Operation of the Share Incentive Plan*

Subject to the prevailing legislation and the rules of the Listing Manual, the Company will have the flexibility to deliver Shares to Participants upon vesting of their Awards by way of:

- (a) an issue of New Shares; and/or
- (b) the delivery of existing Shares.

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In determining whether to issue New Shares or to deliver existing Shares to Participants upon vesting of their Awards, the Company will take into account factors such as (but not limited to) the number of Shares to be delivered, the prevailing market price of the Shares and the cost to the Company of either issuing New Shares or delivering existing Shares.

The financial effects of the above methods are discussed in paragraph 4.10 below. The Company has the flexibility, and if circumstances require, to approve the release of an Award, wholly or partly, in the form of cash rather than Shares.

New Shares allotted and issued, and existing Shares procured by the Company for delivery, on the release of an Award shall be eligible for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the record date for which is on or after the relevant vesting date, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

The Committee shall have full discretion to determine whether any performance condition has been satisfied (whether fully or partially) or exceeded and in making any such determination, the Committee shall have the right to make reference to the audited results of the Company or the Group, as the case may be, to take into account such factors as the Committee may determine to be relevant, such as changes in accounting methods, taxes and extraordinary events, and further, the right to amend the performance target(s) if the Committee decides that a changed performance target would be a fairer measure of performance.

- 4.6 **Size and duration of the New Share Plans.** The aggregate number of new Shares which may be issued pursuant to Options granted under the Share Option Plan on any date, when added to the number of new Shares issued and issuable in respect of all Awards granted under the Share Incentive Plan, shall not exceed 15% of the total number of issued Shares (excluding treasury shares) on the day preceding that date.

Subject to the prevailing legislation and the rules of the Listing Manual, the Company will have the flexibility to deliver Shares to Participants upon exercise of their Options or, as the case may be, the vesting of their Awards by way of:

- (a) an issue of New Shares; and/or
- (b) the delivery of existing Shares.

The Company may deliver Shares in the form of existing Shares purchased from the market or, from Shares held in treasury. Such methods will not be subject to any limit as they do not involve the issuance of any New Shares.

In determining whether to issue New Shares or to deliver existing Shares to Participants upon the exercise of their Options or release of their Awards, the Company will take into account factors such as (but not limited to) the number of Shares to be delivered, the prevailing market price of the Shares and the cost to the Company of either issuing New Shares or delivering existing Shares.

The financial effects of the above methods are discussed in Paragraph 4.10 below.

New Shares, and existing Shares procured by the Company for delivery, on the exercise of an Option or the vesting of an Award shall be eligible for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the record date for which is on or after the relevant date of exercise of the Option or (as the case may be) the relevant vesting date of the Award, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

Subject to Shareholders' approval being received at the EGM for the adoption of the New Share Plans:

- (a) the New Share Plans will take effect from the date of the EGM and continue in effect, at the discretion of the Committee, up to (and including) 29 July 2019, provided always that the New Share Plans may continue beyond the above stipulated period with the approval of Shareholders in general meeting and of any relevant authorities which may then be required; and

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- (b) the 1999-Incentive Plans will be terminated concurrently.

Notwithstanding the expiry or termination of the New Share Plans, any Options granted and/or Awards made to Participants prior to such expiry or termination will continue to remain valid.

**4.7 Modifications or alterations to the New Share Plans.** The following describes the provisions relating to alterations of the New Share Plans:

- (a) each of the New Share Plans may be modified and/or altered at any time and from time to time by a resolution of the Committee subject to the prior approval of the SGX-ST and such other regulatory authorities as may be necessary;
- (b) however, no modification or alteration shall (i) alter adversely the rights attached to any Option granted prior to such modification or alteration except with the written consent of such number of Participants under the Share Option Plan who, if their Options were exercised in full would thereby become entitled to not less than three-quarters in number of all the Shares which would fall to be acquired upon exercise in full of all outstanding Options under the Share Option Plan, or (ii) alter adversely the rights attached to any Award granted prior to such modification or alteration except with the consent in writing of the affected Participant, or where the rights of all the Participants will be affected adversely, not less than three-fourths of all of the Participants under the Share Incentive Plan; and
- (c) no alteration shall be made to particular rules of any of the New Share Plans to the advantage of the holders of the Options or Awards, as the case may be, except with the prior approval of Shareholders in general meeting. Participants who are also Shareholders shall abstain from voting in the resolutions of the Company relating to the alteration of the rules of the relevant New Share Plan, if such alteration is to the advantage of that Participant.

**4.8 Disclosures in Annual Report.** The Company will make such disclosures in its annual report for so long as the New Share Plans continue in operation as from time to time required by the Listing Manual including the following (where applicable):

- (a) the names of the members of the Committee administering the New Share Plans;
- (b) in respect of the following Participants of the New Share Plans:
  - (i) Directors; and
  - (ii) Participants (other than those in paragraph (i) above) who have received Shares pursuant to the release of Awards granted under the Share Incentive Plan and/or who have been granted Options under the Share Option Plan which, in aggregate, represent 5% or more of the aggregate of:
    - (1) the total number of New Shares available under the Share Option Plan and the Share Incentive Plan collectively; and
    - (2) the total number of existing Shares delivered pursuant to Awards released under the Share Incentive Plan and Options exercised under the Share Option Plan collectively,

the following information:

- (aa) the name of the Participant;
- (bb) the following particulars relating to Options granted under the Share Option Plan:
  - (i) Options granted during the financial year under review (including terms);
  - (ii) the aggregate number of Shares comprised in Options granted since the commencement of the Share Option Plan to the end of the financial year under review;
  - (iii) the aggregate number of Shares arising from Options exercised since the commencement of the Share Option Plan to the end of the financial year under review;

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- (iv) the aggregate number of Shares comprised in Options outstanding as at the end of the financial year under review;
  - (v) the number of New Shares issued to such Participant during the financial year under review;
  - (vi) the number of existing Shares transferred to such Participant during the financial year under review;
- (cc) the following particulars relating to Shares delivered pursuant to Awards released under the Share Incentive Plan:
  - (i) the number of New Shares issued to such Participant during the financial year under review; and
  - (ii) the number of existing Shares transferred to such Participant during the financial year under review;
- (c)
  - (i) the names of, and number and terms of Options granted to, each Parent Group Employee and Non-Executive Director of the Parent Group who receives five 5% or more of the total number of Shares available to Parent Group Employees and Non-Executive Directors of the Parent Group under the Share Option Plan during the financial year under review, provided that no disclosure shall be required under this paragraph (i) in respect of any Options granted to a Parent Group Employees or Non-Executive Director of the Parent Group while his services are seconded to a company within the Group; and
  - (ii) the aggregate number of Options granted to Parent Group Employees and Non-Executive Directors of the Parent Group collectively for the financial year under review, and since the commencement of the Share Option Plan to the end of the financial year under review, provided that no disclosure shall be required under this paragraph (ii) in respect of any Options granted to a Parent Group Employee or Non-Executive Director of the Parent Group while his services are seconded to a company within the Group;
- (d) the number and proportion of Shares comprised in Options granted under the Share Option Plan during the financial year under review:
  - (i) at a discount of 10% or less of the Market Price in respect of the relevant Option; and
  - (ii) at a discount of more than 10% of the Market Price in respect of the relevant Option; and
- (e) in relation to the Share Incentive Plan, the following particulars:
  - (i) the aggregate number of Shares comprised in Awards granted since the commencement of the Share Incentive Plan to the end of the financial year under review;
  - (ii) the aggregate number of Shares comprised in Awards which have been released during the financial year under review and in respect of such Awards, the proportion of:
    - (1) New Shares issued; and
    - (2) existing Shares transferred and, where existing Shares were purchased for delivery, the range of prices at which such Shares have been purchased,upon the release of the vested Awards;
  - (iii) the aggregate number of Shares comprised in Awards which have not been released as at the end of the financial year under review; and
- (f) such other information as may be required by the Listing Manual or the Companies Act.

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- 4.9 **Role and composition of the Committee.** The Remuneration Committee, whose function is to assist the Directors in reviewing remuneration and human resource matters in the Company, will be designated as the Committee responsible for the administration of the New Share Plans, and will comprise Directors to administer the New Share Plans. The Committee will comprise Directors and, in relation to the Share Option Plan, not more than one other person (if any) as may be nominated by the Parent Company.

In compliance with the requirements of the Listing Manual, a Participant of the New Share Plans who is a member of the Remuneration Committee shall not be involved in its deliberations in respect of Options or Awards to be granted to or held by that member of the Remuneration Committee.

- 4.10 **Financial Effects of the New Share Plans.** FRS 102 is effective for the financial statements of the Company for the financial year beginning 1 October 2007. Option exercises are wholly settled in Shares on exercise of such Options by Participants against payment of the exercise price. In the case of Awards, they may be settled in a combination of Shares and cash. In the event that the Participants receive Shares, the Awards as with the case of the Options, would be accounted for as equity-settled share-based transactions, as described in the following paragraphs.

The fair value of the Options or Awards granted in exchange of the employee services received would be recognised as a charge to the income statement over the vesting period of an Option or an Award with a corresponding credit to reserve account. The total amount of the charge over the vesting period is determined by reference to the fair value of each Option or Award at the date of the Option or Award (or grant).

The fair value of the equity instruments granted is determined after taking into consideration, amongst other things, the performance target which are market conditions. Where there are non-market or vesting conditions attached, the number of Shares vested at the vesting date may differ from the estimates determined during the vesting period. Before the end of the vesting period, at each accounting year end, the estimate of the number of Options or Awards 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 Shares included in the determination of the expense relating to employee services is adjusted to reflect the actual number of Shares that eventually vest but no adjustment is made to changes in the fair value of the Shares since the grant date. However, the number of Options expected to be granted (and therefore the total fair value of the Option) should be adjusted for changes in the vesting conditions.

The amount charged to the income statement under the equity settlement depends on whether or not the performance target attached to an Option or Award is “market condition”, that is a condition which is related to the market price of the Shares. If the performance target is not a market condition, the fair value of the Shares granted at the Grant Date is used to compute the amount to be charged to the income statement at each accounting date, based on an assessment at that date of whether the non-market conditions would be met to enable the Option or Awards to vest.

In the event that the Participants receive cash (“**cash settlement**”) on vesting of their Awards, the Company shall measure the fair value of the liability at grant date. Until the liability is settled, the Company shall re-measure the fair value of the liability at each accounting date and at the date of such cash settlement, with changes in the fair value recognised in the income statement.

For a share-based payment transaction in which the terms of the arrangement provide a company with the choice of whether to settle in cash or by issuing equity instruments, the company shall determine whether it has a present obligation to settle in cash and account for the share-based payment transaction accordingly. The company has a present obligation to settle in cash if the choice of settlement in equity instruments has no commercial substance (e.g. because the entity is legally prohibited from issuing shares), or the company has a past practice or a stated policy of settling in cash, or generally settles in cash whenever the counterparty asks for cash settlement.

If the Company has a present obligation to settle in cash, it shall account for the transaction in accordance with the requirements applying to cash-settled share-based payment transaction. If no such obligation exists, the Company shall account for the transaction in accordance with the requirements applying to equity-settled share-based payment transactions.

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Upon settlement:

- (a) if the Company elects to settle in cash, the cash payment shall be accounted for as the repurchase of an equity interest, i.e. as a deduction from equity, except as noted in sub-paragraph (c) below;
- (b) if the Company elects to settle by issuing equity instruments, no further accounting is required (other than a transfer from one component of equity to another, if necessary) except as noted in (c) below; or
- (c) if the Company elects the settlement alternative with the higher fair value, as at the date of settlement, the Company shall recognise an additional expense for the excess value given, i.e. the difference between the cash paid and the fair value of the equity instruments that would otherwise have been issued, or the difference between the fair value of the equity instruments issued and the amount of cash that would otherwise have been paid, whichever is applicable.

Under the New Share Plans, the choice of settlement lies with the Committee. The Company does not have an obligation to settle in cash. Therefore the Company shall account for the Options and the Awards in accordance with the requirements of an equity settlement referred to in the foregoing paragraph.

The following sets out the financial effects of the New Share Plans:

### 4.10.1 *Share capital*

The New Share Plans will result in an increase in the Company's issued ordinary share capital only if New Shares are issued to Participants. The number of New Shares arising will depend on, *inter alia*, the size of the Options and Awards granted under the New Share Plans. In any case, the New Share Plans provide that the number of New Shares to be issued under the New Share Plans will be subject to the maximum limit of 15% of the Company's total number of issued Shares (excluding treasury shares). If, instead of issuing New Shares to Participants, existing Shares are purchased or Shares held in treasury are used for delivery to Participants, the New Share Plans will have no impact on the number of issued Shares.

### 4.10.2 *NTA*

As described in Paragraph 4.10.3 below on EPS, the New Share Plans are likely to result in a charge to the Company's income statement over the period from the Grant Date to the vesting date of the Options or the Awards. The amount of the charge will be computed in accordance with the modified grant date method under FRS 102. If New Shares are issued under the New Share Plans, there would be no effect on the NTA. However, if instead of issuing New Shares to Participants, existing Shares are purchased or Shares held in treasury used for delivery to Participants or the Company pays the equivalent cash value, the NTA would be impacted by the cost of the Shares purchased or Shares in treasury used or the cash payment, respectively.

It should be noted that the delivery of Shares to Participants under the New Share Plans will generally be contingent upon the eligible Participants meeting prescribed performance targets and conditions.

### 4.10.3 *EPS*

The New Share Plans are likely to result in a charge to earnings over the period from the Grant Date to the vesting date, computed in accordance with the modified grant date method under FRS 102.

It should again be noted that the delivery of Shares to Participants of the New Share Plans will generally be contingent upon the Participants meeting the prescribed performance targets and conditions.

### 4.10.4 *Dilutive Impact*

The New Share Plans provide that the aggregate number of New Shares to be issued under the New Share Plans collectively will be subject to the maximum limit of 15% of the Company's total

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## LETTER TO SHAREHOLDERS

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number of issued Shares (excluding treasury shares) for the entire ten-year duration of the New Share Plans. This is the same limit that was placed on the 1999-Incentive Plans. It is therefore expected that the dilutive impact of the New Share Plans on the NTA per Share and EPS will not be significant.

- 4.11 **Information on the 1999-Incentive Plans.** The 1999-Incentive Plans were approved by Shareholders at an extraordinary general meeting of the Company on 25 August 1999 (the “**1999 EGM**”), and the rules of the 1999-Incentive Plans were respectively set out in a circular to Shareholders dated 2 August 1999. Modifications were made, with Shareholders’ approval at an extraordinary general meeting held on 29 September 2000, to the 1999-Plan to reinforce its objectives by increasing the limit placed on the share component in the performance bonus pay out, and to introduce a moratorium against disposal or sale of a portion of the share component paid out. The 1999-Incentive Plans were expressed to continue for a maximum duration of ten years from their approval by Shareholders at the 1999 EGM and, as such, will be expiring on 24 August 2009.

The 1999-Scheme provides the Company with a means whereby (a) employees of all ranks in the Group; and (b) certain categories of persons who, while not employed within the Group, work closely with the Group and/or the Company, were given an opportunity to share in the success and achievements of the Group to which they had contributed, through participation in the equity of the Company. As at the Latest Practicable Date, the aggregate number of share options granted under the 1999-Scheme was 14,014,000, out of which none were outstanding.

The 1999-Plan is a performance-cum-incentive scheme for selected managers of the Group (including executive Directors). The 1999-Plan included a share component (up to 90%) in the performance bonus payout of the participants and is designed to complement the 1999-Scheme for this core group of executives. Awards under the 1999-Plan represented the contingent right of the participants to receive performance bonuses in cash or a combination of cash and shares free of charge, provided that performance targets are met. Since the commencement of the 1999-Plan up to the Latest Practicable Date, an aggregate of 1,994,000 Shares have been allotted and issued to participants of the 1999-Plan.

No participants of the 1999-Incentive Plans have received options granted pursuant to the 1999-Scheme and/or new Shares awarded under the 1999-Plan, which in aggregate represent 5% or more of the total number of Shares available under the 1999-Scheme and the 1999-Plan collectively. No Participant of the 1999-Incentive Plans is a controlling shareholder of the Company or its associate (as those terms are defined in the Listing Manual).

Pursuant to the terms of the 1999-Incentive Plans, applicable listing rules of the SGX-ST and requirements of the Companies Act, disclosures were made by the Company in its Annual Reports (since the inception of the 1999-Incentive Plans) of relevant information pertaining to 1999-Incentive Plans, such as the number of options granted, the subscription price payable on exercise of the options, the exercise period of the options and the number of options exercised during the relevant financial year to which the Annual Report relates. Save for the 1999-Incentive Plans, the Company has no share option or share-linked incentive scheme for employees and officers of the Group.

- 4.12 **Shareholders’ approvals.** Under the Listing Manual, the proposals to adopt the New Share Plans and the discretion to grant Options with a discount feature are subject to the approval of Shareholders. Accordingly, the following proposals will be tabled as ordinary resolutions for Shareholders’ approval at the EGM:
- (a) the adoption of the Share Option Plan (including the allotment and issue of New Shares pursuant to exercise of Options thereunder) (“**Resolution 3**”);
  - (b) the authorisation for Options to be granted pursuant to the Share Option Plan with acquisition prices that are at a discount to the market price of the Shares (“**Resolution 3A**”); and
  - (c) the adoption of the Share Incentive Plan (including the allotment and issue of New Shares pursuant to the vesting of Awards thereunder) (“**Resolution 4**”).

The New Share Plans will supersede and replace the 1999-Incentive Plans effective from the receipt of Shareholders’ approvals for the adoption of the New Share Plans at the EGM.

## LETTER TO SHAREHOLDERS

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

The interests of the Directors and Substantial Shareholders in the issued Shares as recorded in the Register of Directors' Shareholding and the Register of Substantial Shareholders respectively as at the Latest Practicable Date are set out below.

	Direct Interest		Deemed Interest		Total Interest	
	Number of Shares	% <sup>(1)</sup>	Number of Shares	% <sup>(1)</sup>	Number of Shares	% <sup>(1)</sup>
<b>Directors</b>						
Seumas Dawes	-	-	-	-	-	-
Oscar Spieler	-	-	-	-	-	-
Geoffrey Yeoh	320,000	0.02	5,002,500	0.27	5,322,500	0.29
Heng Chiang Meng	480,000	0.02	-	-	480,000	0.02
Steven Simpson	142,000	0.01	-	-	142,000	0.01
David Chia	175,000	0.01	-	-	-	0.01
<b>Substantial Shareholders</b>						
Morton Bay (Holdings) Pte Ltd	1,475,325,472	79.93	-	-	1,475,325,472	79.93
Ashmore Global Special Situations Fund 2 Limited <sup>(2)</sup>	-	-	1,475,325,472	79.93	1,475,325,472	79.93
Ashmore Global Special Situations Fund 4 Limited Partnership <sup>(2)</sup>	-	-	1,475,325,472	79.93	1,475,325,472	79.93
Asset Holder PCC No. 2 Limited re Ashmore Asian Recovery Fund <sup>(2)</sup>	-	-	1,475,325,472	79.93	1,475,325,472	79.93
Ashmore Investment Management Limited <sup>(3)</sup>	-	-	1,475,325,472	79.93	1,475,325,472	79.93

**Notes:**

- (1) The percentage shareholding interest is based on 1,845,702,160 issued Shares (none of which are treasury shares) as at the Latest Practicable Date.
- (2) Ashmore Global Special Situations Fund 2 Limited, Ashmore Global Special Situations Fund 4 Limited and Asset Holder PCC No. 2 Limited re Ashmore Asian Recovery Fund (together known as the "Funds") are deemed to be interested in the Shares held by Morton Bay by virtue of them being controlling shareholders of Morton Bay.
- (3) Ashmore Investment Management Limited is deemed to be interested in the Shares held by Morton Bay by virtue of the investment and management powers vested in it as investment manager for the Funds.

### 6. DIRECTORS' RECOMMENDATIONS

6.1 **Renewal of the Share Buy-Back Mandate.** The Directors are of the view, for the reasons set out in Paragraph 2.2 above, that the proposed renewal of the Share Buy-Back Mandate is in the best interests of the Company and accordingly recommend that Shareholders vote in favour of Resolution 1 (being the ordinary resolution relating to the renewal of the Share Buy-Back Mandate) at the EGM.

6.2 **Renewal of the IPT Mandate.** The Independent Directors having considered, *inter alia*, the terms, the rationale and the benefits of the IPT Mandate set out in the Appendix to this Circular, are of the view that the renewal of the IPT Mandate is in the best interests of the Company. Accordingly, they recommend that Shareholders vote in favour of Resolution 2 (being the ordinary resolution relating to the renewal of the IPT Mandate) at the EGM.

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## LETTER TO SHAREHOLDERS

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As Mr Seumas Dawes and Mr Oscar Spieler are nominees of AIML, which is an interested person in relation to the IPT Mandate, both of them have abstained from making any recommendation on the renewal of the IPT Mandate and will also abstain from voting any Shares held by them on Resolution 2 at the EGM.

- 6.3 **Adoption of the New Share Plans.** As all the Directors are eligible to participate in the New Share Plans, they have refrained from making any recommendation on Resolution 3 (being the ordinary resolution relating to the adoption of the Share Option Plan) and Resolution 3A (being the ordinary resolution relating to the grant of Options under the Share Option Plan with a discount feature) and Resolution 4 (being the ordinary resolution relating to the adoption of the Share Incentive Plan). Each of the Directors will also abstain from voting any Shares held by him on Resolutions 3, 3A and 4 at the EGM.

### 7. ACTION TO BE TAKEN BY SHAREHOLDERS

- 7.1 **Appointment of Proxies.** If a Shareholder is unable to attend the EGM and wishes to appoint a proxy to attend and vote on his behalf, he 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 the registered office of the Company at 1 HarbourFront Avenue, #14-01 Keppel Bay Tower, Singapore 098632, not later than 10.00 a.m. on 28 July 2009. Completion and return of the Proxy Form by a Shareholder will not prevent him from attending and voting at the EGM if he so wishes. However, any appointment of a proxy or proxies by such Shareholder shall be deemed to be revoked if the Shareholder attends the EGM in person, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the instrument of proxy, to the EGM.

**Shareholders' attention is also drawn to the voting restrictions in Paragraph 8 below.**

- 7.2 **When Depositor regarded as Shareholder.** A Depositor shall not be regarded as a Shareholder entitled to attend the EGM and to speak and vote thereat unless his name appears on the Depository Register as at 48 hours before the EGM.

### 8. ABSTENTION FROM VOTING

- 8.1 **Abstention from voting on the Renewal of the IPT Mandate.** Morton Bay, the Funds, AIML, the Other Funds and their respective associates (as defined in the Listing Manual) will abstain from voting their Shares (if any) in respect of Resolution 2, being the ordinary resolution relating to the renewal of the IPT Mandate.

Further, each of Mr Seumas Dawes and Mr Oscar Spieler (both of whom are nominees of AIML), will also decline to accept appointment to act as proxies at the EGM for other Shareholders unless the Shareholder concerned shall have given specific instructions as to the manner in which his votes are to be cast in respect of Resolution 2.

- 8.2 **Abstention from voting on the adoption of the New Share Plans.** Shareholders who are eligible to participate in the New Share Plans (such as employees and directors of the Group, employees and directors of the Parent Group and employees and directors of Associated Companies) are required to abstain from voting their Shares, if any, at the EGM in respect of Resolutions 3, 3A and 4 being the ordinary resolutions respectively relating to the adoption of the Share Option Plan and the grant of Options with a discount feature under the Share Option Plan, and the adoption of the Share Incentive Plan.

The foregoing Shareholders who are required to abstain from Resolutions 3 and 3A and Resolution 4 (as the case may be) should decline to act as proxies for other Shareholders who are not debarred from voting on Resolutions 3, 3A and Resolution 4 (as the case may be) unless the other Shareholder concerned shall have given specific instructions in his proxy form as to the manner in which his votes are to be cast in respect of Resolutions 3, 3A and/or Resolution 4 (as the case may be).

In addition, Morton Bay (being the Parent Company designee in relation to the New Share Plans) and its associates shall abstain from voting their Shares, if any, at the EGM on Resolutions 3, 3A and 4.

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## LETTER TO SHAREHOLDERS

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### 9. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept responsibility for this Circular and confirm, after having made all reasonable enquiries, that to the best of their knowledge and belief, the facts stated and opinions expressed in this Circular are fair and accurate in all material respects as at the Latest Practicable Date and that there are no material facts the omission of which would make any statement in this Circular misleading. Where information has been extracted from published or otherwise publicly available sources, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from these sources.

### 10. DOCUMENTS AVAILABLE FOR INSPECTION

The following documents may be inspected at the registered office of the Company at 1 HarbourFront Avenue, #14-01 Keppel Bay Tower, Singapore 098632, during normal business hours from the date hereof up to and including the date of the EGM:

- (a) the Memorandum and Articles of Association of the Company;
- (b) the Annual Report of the Company for the financial year ended 31 March 2009;
- (c) the rules of the Jasper Share Option Plan; and
- (d) the rules of the Jasper Share Incentive Plan.

Yours faithfully  
For and on behalf of the Board of Directors of  
Jasper Investments Limited

Geoffrey Yeoh  
Executive Director

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## GENERAL MANDATE FOR INTERESTED PERSON TRANSACTIONS

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### 1. CHAPTER 9 OF THE LISTING MANUAL

- 1.1 Chapter 9 of the Listing Manual of the SGX-ST (“**Listing Manual**”) governs transactions by a listed company, as well as transactions by its subsidiaries and associated companies that are considered to be at risk, with the listed company’s interested persons. When this Chapter applies to a transaction and the value of that transaction alone or in aggregation with all other transactions conducted with the same interested person during the financial year exceeds certain materiality thresholds, the listed company is required to make an immediate announcement, or make an immediate announcement and seek its shareholders’ approval for that transaction.
- 1.2 Except for certain transactions which, by reason of the nature of such transactions, are not considered to put the listed company at risk to its interested persons and hence are excluded from the ambit of Chapter 9, immediate announcement and shareholders’ approval would be required in respect of transactions with interested persons if certain financial thresholds (which are based on the value of the transaction as compared with the listed company’s latest audited consolidated net tangible assets (“**NTA**”)), are reached or exceeded. In particular, shareholders’ approval is required for an interested person transaction of a value equal to, or exceeds:
- (a) 5% of the listed company’s latest audited consolidated NTA; or
  - (b) 5% of the listed company’s latest audited consolidated NTA, when aggregated with all other transactions entered into with the same interested person (as such term is construed under Chapter 9 of the Listing Manual) during the same financial year.
- 1.3 However, Chapter 9 of the Listing Manual permits a listed company to seek a mandate from its shareholders for recurrent transactions with interested persons of a revenue or trading nature or those necessary for its day-to-day operations such as the purchase and sale of supplies and materials that may be carried out with the listed company’s interested persons.

### 2. DETAILS OF THE GENERAL MANDATE FOR INTERESTED PERSON TRANSACTIONS MANDATE

#### 2.1 Scope of the IPT Mandate

The IPT Mandate will cover transactions involving the provision of financial assistance by the Interested Person(s) to companies within the Group, which may include (i) the borrowing of money from the Interested Persons, and (ii) the provision of guarantees, indemnities or security by the Interested Persons in favour of the Group’s creditors, in respect of borrowings which are incurred by the Group. The Group may seek financial assistance from the Interested Persons in cases where there are insufficient funds for the Group’s operations.

The cost of borrowing will be based on the prevailing rates of interest had the relevant company within the Group borrowed from the market. Commission rates (if any) which are charged by the Interested Persons for the provision of such guarantees or indemnities, will be benchmarked against commission rates quoted by financial institutions.

As any interest payable by the Group Companies to the Interested Persons (as defined herein) would be no less favourable than what is offered in the market, the provision of financial assistance by the Interested Persons would also enable the Group Companies to have ready access to funds in an expedient manner to meet the Group Companies’ liquidity and working capital needs.

The IPT Mandate does not cover any transaction between a Group Company and any Interested Person that is below S\$100,000 in value, as the threshold and aggregation requirements of Chapter 9 of the Listing Manual do not apply to such transactions.

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## GENERAL MANDATE FOR INTERESTED PERSON TRANSACTIONS

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### 2.2 Classes of Interested Persons

The IPT Mandate will apply to the transactions set out in paragraph 2.1 above proposed to be carried out with the following classes of Interested Persons:

- (a) Morton Bay (Holdings) Pte Ltd ("**Morton Bay**"), which is a controlling shareholder of the Company;
- (b) Ashmore Global Special Situations Fund 2 Limited, Ashmore Global Special Situations Fund 4 Limited Partnership and Asset Holder PCC No. 2 Limited re Ashmore Asian Recovery Fund (together known as the "**Funds**"), which are substantial shareholders of Morton Bay;
- (c) AIML, being the manager of the Funds;
- (d) the investment funds excluding the Funds which are managed AIML and/or its associates ("**Other Funds**"); and
- (e) any associate of Morton Bay, the Funds, AIML and the Other Funds.

Transactions with Interested Persons which do not fall within the ambit of the IPT Mandate shall be subject to the relevant provisions of Chapter 9 of the Listing Manual.

### 2.3 Rationale for the IPT Mandate

The Directors believe that the IPT Mandate is in the interests of the Group for the following reasons:

- (a) Given the present credit crunch in the financial markets, many financial institutions have either stopped providing fresh loans or are imposing more stringent conditions and higher pricing for new loans.

To assist the Group in tiding over these challenging times, the Directors are of the opinion that it may be more expedient on certain occasions to secure financial support from the Interested Persons for the Group's operations.

As it is expected that such funding from the Interested Persons may be recurrent during this financial year and that the interest payable on the loan(s) to be extended by the Interested Persons may exceed 5% of the Group's latest audited NTA for the current financial year, the Company is proposing to table the IPT Mandate for approval by Shareholders (other than the Interested Persons, who would have to abstain from voting on the resolution to be proposed in respect of the IPT Mandate).

The Company believes that having an IPT Mandate in place at this critical juncture would enable it to tap on the financial support from the Interested Persons as and when the need arises.

- (b) If the Company is constantly required to seek Shareholders' approval for transactions with the Interested Persons, the Company would have to expend administrative time and resources as well as incur additional expenses associated therewith. The IPT Mandate would allow such resources and time to be channelled towards the Company's other objectives.

The IPT Mandate and the renewal thereof on an annual basis, is intended to facilitate the Interested Person Transactions which the Directors envisage are likely to be transacted with some frequency from time to time with the Interested Persons, provided that they are carried out at arm's length and on normal commercial terms and are not prejudicial to the interests of the Company and its minority Shareholders.

### 2.4 Review Procedures for the Interested Person Transactions

To ensure that the Interested Person Transactions are conducted on an arm's length basis, on normal commercial terms consistent with the Group's usual business practices and on terms which are generally no more favourable than those extended to unrelated third parties, procedures have been established by the Group. As a general practice, the relevant company within the Group will only enter into an Interested Person Transaction if the terms offered by an Interested Person are no less favourable than terms offered by third parties.

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## GENERAL MANDATE FOR INTERESTED PERSON TRANSACTIONS

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The borrowing of funds from any Interested Person should be at rates and on conditions no less favourable than those quoted by financial institutions.

In relation to the provision of guarantees, indemnities or security by the Interested Persons in favour of the Group's creditors, in respect of borrowings which are incurred by the Group, any commission rates (if any) which are chargeable by the Interested Persons for the provision of such guarantees or indemnities, shall be at rates no less favourable than that quoted by financial institutions.

Pursuant to the above, the Company will require that quotations be obtained from such Interested Person and at least two financial institutions for loan and commission rates, as the case may be, for an equivalent amount, and for the equivalent period, of the funds to be borrowed or guarantees, indemnities or security to be issued.

In cases where for any reason, quotations from less than two financial institutions or no quotations are received from financial institutions, the audit committee of the Company ("**Audit Committee**") shall take such necessary steps which would include but is not limited to (i) reviewing available recent terms and conditions of comparable transactions and (ii) relying on corroborative inputs from market practitioners in order to determine that the terms and conditions provided by the Interested Persons are fair and reasonable.

All Interested Person Transactions must be reviewed and approved by the Audit Committee before they are entered into by the relevant Group Company.

### 2.5 General Administrative Procedures for the Interested Person Transactions

The Company will also implement the following administrative procedures in respect of proposed Interested Person Transactions:

- (a) A register will be maintained by each company within the Group to record all Interested Person Transactions which are entered into pursuant to the IPT Mandate. The annual internal audit plan shall incorporate a review of all Interested Person Transactions entered into pursuant to the IPT Mandate.
- (b) The internal or external auditors of the Company will review annually the established guidelines and procedures for the Interested Person Transactions to ensure compliance. The results of these reviews will be reported to the Audit Committee.
- (c) On the basis of these annual reviews by the internal or external auditors and in the event the Audit Committee is of the view that the guidelines and procedures as stated above are not sufficient to ensure that the Interested Person Transactions will be on normal commercial terms and will not be prejudicial to the minority Shareholders, the Company will revert to Shareholders for a fresh mandate based on new guidelines and procedures for transactions with the Interested Persons.
- (d) The Audit Committee has the overall responsibility for determining the review procedures with the authority to delegate to individuals within the Company as they deem appropriate. For the purpose of the approval process, if any member of the Audit Committee has an interest in a transaction to be reviewed by the Audit Committee, he will abstain from any decision making by the Audit Committee in respect of the transaction. Accordingly, where any member of the Audit Committee has an interest in the transaction to be reviewed by the Audit Committee, the approval of that transaction will be undertaken by the remaining member(s) of the Audit Committee.

### 2.6 Validity Period of the IPT Mandate

The IPT Mandate will take effect from the date of passing of the Ordinary Resolution relating thereto, and will (unless revoked or varied by the Company in general meeting) continue in force until the conclusion of the next Annual General Meeting of the Company and will apply to the Interested Person Transactions which are entered into from the date of passing of the Ordinary Resolution relating to the IPT Mandate.

Approval from Shareholders will be sought for the renewal of the IPT Mandate at each subsequent Annual General Meeting of the Company, subject to review by the Audit Committee of its continued application to the Interested Person Transactions.

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## GENERAL MANDATE FOR INTERESTED PERSON TRANSACTIONS

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### 2.7 Disclosure to Shareholders

The Company will announce the aggregate value of transactions conducted with the Interested Persons pursuant to the IPT Mandate for each financial period on which the Company is required to report on pursuant to the Listing Manual and within the time required for the announcement of such report in accordance with the requirements of Chapter 9 of the Listing Manual.

Disclosure will also be made in the annual report of the Company of the aggregate value of the Interested Person Transactions conducted pursuant to the IPT Mandate during the current financial year, and in the annual reports for the subsequent financial years during which the IPT Mandate is in force in accordance with the requirements of Chapter 9 of the Listing Manual.

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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### JASPER INVESTMENTS LIMITED

(Incorporated in the Republic of Singapore)  
(Co. Reg. No. 198700983H)

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting of the Company will be held at GV Vivocity, 1 HarbourFront Walk, #02-30 Vivocity, Singapore 098585 on Thursday, 30 July 2009 at 10.00 a.m. (or as soon thereafter as the 22nd Annual General Meeting of the Company to be held at 9:30 a.m. on the same day and at the same place is concluded or adjourned) for the purpose of considering and, if thought fit, passing with or without modifications, the following ordinary resolutions:

#### Ordinary Resolutions

##### Resolution 1

##### Renewal of the Share Buy-Back Mandate

That:

- (a) for the purposes of Sections 76C and 76E of the Companies Act (Cap. 50) of Singapore (the “**Companies Act**”), the exercise by the Directors of all the powers of the Company to purchase or otherwise acquire issued ordinary shares (“**Share Buy-Backs**”) in the capital of the Company (“**Shares**”) not exceeding in aggregate the Prescribed Limit (as hereinafter defined), at such price(s) as may be determined by the Directors of the Company from time to time up to the Maximum Price (as hereinafter defined), whether by way of:-

- (i) on-market Share Buy-Backs (each an “**On-market Share Buy-Back**”) transacted on the Singapore Exchange Securities Trading Limited (“**SGX-ST**”); and/or
- (ii) off-market Share Buy-Backs (each an “**Off-market Share Buy-Back**”) effected otherwise than on the SGX-ST in accordance with any equal access schemes as may be determined or formulated by the directors of the Company (“**Directors**”) as they consider fit, which schemes shall satisfy all the conditions prescribed by the Companies Act,

and otherwise in accordance with the applicable provisions of the Companies Act and the Listing Manual, be and is hereby authorised and approved generally and unconditionally (the “**Share Buy-Back Mandate**”);

- (b) unless varied or revoked by the Company in general meeting, the authority conferred on the Directors pursuant to the Share Buy-Back Mandate may be exercised by the Directors at any time and from time to time during the period commencing from the date of the passing of this Resolution and expiring on the earlier of:

- (i) the date on which the next Annual General Meeting of the Company is held or required by law to be held;
- (ii) the date on which the Share Buy-Backs are carried out to the full extent mandated; or
- (iii) the date on which the authority conferred by the Share Buy-Back Mandate is revoked or varied by the Company in general meeting;

- (c) in this Resolution:

“**Prescribed Limit**” means 5% of the total number of Shares as at the date of passing of this Resolution unless the Company has effected a reduction of the share capital of the Company in accordance with the applicable provisions of the Companies Act, at any time during the Relevant Period, in which event the issued ordinary share capital of the Company shall be taken to be the amount of the issued ordinary share capital of the Company as altered (excluding any treasury shares that may be held by the Company from time to time);

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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“**Relevant Period**” means the period commencing from the date of the passing of this Resolution and expiring on the date the next Annual General Meeting is held or is required by law to be held, whichever is the earlier, after the date of this Resolution;

“**Maximum Price**” in relation to a Share to be purchased or acquired, means the purchase price (excluding brokerage, commissions, stamp duties, applicable goods and services tax and other related expenses) to be paid for a Share, which shall not exceed:-

- (i) in the case of an On-market Share Buy-Back, 5% above the average of the closing market prices of the Shares over the last 5 market days on the SGX-ST on which transactions in the Shares were recorded, immediately preceding the day of the On-market Share Buy-Back by the Company, and deemed to be adjusted for any corporate action that occurs after such 5-day period; and
  - (ii) in the case of an Off-market Share Buy-Back pursuant to an equal access scheme, 20% above the average of the closing market prices of the Share over the last 5 market days on the SGX-ST on which transactions in the Shares were recorded, immediately preceding the day on which the Company announces its intention to make an offer for the purchase of Shares from Shareholders, stating the purchase price for each Share and the relevant terms of the equal access scheme for effecting the Off-market Share Buy-Back, and deemed to be adjusted for any corporate action that occurs after such 5-day period; and
- (d) the Directors and/or any of them be and are hereby authorised to complete and do all such acts and things (including executing such documents as may be required) as they and/or he may consider necessary or expedient to give effect to the transactions contemplated by this Resolution.

### **Resolution 2** **Renewal of the IPT Mandate**

That:

- (a) approval be and is hereby given for the Company, its subsidiaries and associated companies or any of them to enter into any of the transactions falling within the categories of Interested Person Transactions described in the Company’s circular to Shareholders dated 14 July 2009 (“**Circular**”), with any party who is of the class or classes of Interested Persons described in the Circular, provided that such transactions are made on normal commercial terms in accordance with the guidelines and procedures for review and administration of the Interested Person Transactions as described in the Circular (the “**IPT Mandate**”);
- (b) the IPT Mandate shall, unless revoked or varied by the Company in general meeting, continue to be in force until the conclusion of the next Annual General Meeting of the Company;
- (c) the Audit Committee of the Company be and is hereby authorised to take such action as it deems proper in respect of procedures and/or to modify or implement such procedures as may be necessary to take into consideration any amendment to Chapter 9 of the SGX-ST Listing Manual which may be prescribed by the SGX-ST from time to time; and
- (d) the Directors of the Company and each of them be and are hereby authorised to complete and do all such acts and things (including executing all such documents as may be required) as they or he may consider expedient or necessary or in the interests of the Company to give effect to the IPT Mandate and/or this Resolution.

### **Resolution 3** **Adoption of the Jasper Share Option Plan**

That:

- (a) a new share plan to be known as the “Jasper Share Option Plan” (the “**Share Option Plan**”), the rules of which, for the purpose of identification, have been subscribed to by the Chairman of the Meeting, under which options (“**Options**”) to acquire ordinary shares of the Company (“**Shares**”) will be granted to eligible selected employees and officers of the Company and its subsidiaries (including Directors of the Company)

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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and other selected participants, details of which are set out in the Circular to Shareholders dated 14 July 2009, be and is hereby approved;

- (b) the Directors of the Company be and are hereby authorised:
- (i) to establish and administer the Share Option Plan;
  - (ii) to modify and/or alter the Share Option Plan from time to time, provided that such modification and/or alteration is effected in accordance with the provisions of the Share Option Plan, and to do all such acts and to enter into all such transactions and arrangements as may be necessary or expedient in order to give full effect to the Share Option Plan;
  - (iii) to grant Options in accordance with the provisions of the Share Option Plan and to allot and issue from time to time such number of Shares as may be required to be allotted and issued pursuant to the exercise of Options under the Share Option Plan, provided that the aggregate number of new Shares to be issued pursuant to the Share Option Plan and the Jasper Share Incentive Plan shall not exceed 15% of the total number of issued Shares (excluding treasury shares) in the capital of the Company from time to time.

### **Resolution 3A**

#### **Grant of Options with Discount Feature**

That subject to and contingent upon the passing of Resolution 3 above, approval be and is hereby given for offers and grants of options to be made pursuant to the Jasper Share Option Plan ("**Share Option Plan**") to eligible selected participants of the Share Option Plan, to acquire ordinary shares of the Company ("**Shares**") at such acquisition prices as may be determined and fixed in accordance with the provisions of the Share Option Plan, including any acquisition prices which are set at a discount to the market price for the Shares (as determined in accordance with the provisions of the Share Option Plan) at the time of the grant of such options, provided that the maximum discount shall not, in any case, exceed 20% of the relevant market price for a Share (or such other percentage or amount as may be prescribed or permitted for the time being by the Singapore Exchange Securities Trading Limited).

### **Resolution 4**

#### **Adoption of the Jasper Share Incentive Plan**

That:

- (a) a new performance incentive plan to be known as the "Jasper Share Incentive Plan" (the "**Share Incentive Plan**"), the rules of which, for the purpose of identification, have been subscribed to by the Chairman of the Meeting, under which awards ("**Awards**") in the form of fully paid-up ordinary shares ("**Shares**"), their equivalent cash value or combinations thereof will be granted, free of payment, to selected employees and officers of the Company and its subsidiaries (including Directors of the Company) and other selected participants, details of which are set out in the Circular to Shareholders dated 14 July 2009, be and is hereby approved;
- (b) the Directors of the Company be and are hereby authorised:
- (i) to establish and administer the Share Incentive Plan; and
  - (ii) to modify and/or alter the Share Incentive Plan from time to time, provided that such modification and/or alteration is effected in accordance with the provisions of the Share Incentive Plan, and to do all such acts and to enter into all such transactions and arrangements as may be necessary or expedient in order to give full effect to the Share Incentive Plan; and
  - (iii) to grant Awards in accordance with the provisions of the Share Incentive Plan; and

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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- (iv) to allot and issue from time to time such number of fully paid-up Shares as may be required to be allotted and issued pursuant to the vesting of Awards under the Share Incentive Plan, provided that the aggregate number of new Shares to be issued pursuant to the Share Incentive Plan and the Jasper Share Option Plan shall not exceed 15% of the total number of issued Shares (excluding treasury shares) in the capital of the Company from time to time.

By order of the Board

Foo Soon Soo / Lee Mee Kium  
Joint Company Secretaries  
14 July 2009

**Notes:**

1. A member entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint not more than two proxies to attend and vote in his stead. A proxy need not be a member of the Company.
2. An instrument appointing a proxy must be lodged at the registered office of the Company at 1 HarbourFront Avenue #14-01 Keppel Bay Tower Singapore 098632, not less than 48 hours before the time fixed for the Extraordinary General Meeting.
3. A member of the Company which is a corporation is entitled to appoint its authorised representative or proxy to vote on its behalf.
4. The Company intends to use internal funds, external borrowings, or a combination of internal funds and external borrowings, to finance purchases or acquisitions of its Shares. The amount of financing required for the Company to purchase or acquire its Shares, and the impact on the Company's financial position, cannot be ascertained as at the date of this Notice as these will depend on, *inter alia*, whether the Shares are purchased or acquired out of capital and/or profits of the Company, the aggregate number of Shares purchased or acquired, and the consideration paid at the relevant time. Purely for illustrative purposes only, the financial effects of an assumed purchase or acquisition of 92,285,108 Shares on 7 July 2009 (representing 5% of the total number of issued Shares (excluding treasury shares) of the Company on that date), at a purchase price equivalent to the maximum price per Share, in the case of a market purchase and an off-market purchase respectively, based on the audited financial statements of the Group and the Company for the financial year ended 31 March 2009 and certain assumptions, are set out in Paragraph 2.6 of the Company's Circular to Shareholders dated 14 July 2009.

## PROXY FORM

### JASPER INVESTMENTS LIMITED

(Incorporated in the Republic of Singapore)  
(Co. Reg. No. 198700983H)

### PROXY FORM

### EXTRAORDINARY GENERAL MEETING

**IMPORTANT:**

1. For investors who have used their CPF monies to buy Jasper Investments Limited shares, this Circular to Shareholders is forwarded to them at the request of their 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 Extraordinary General Meeting as observers must submit their requests through their CPF Approved Nominees within the time frame specified. If they wish to vote, they must submit their voting instructions to their CPF Approved Nominees within the time frame specified to enable them to vote on their behalf.

I/We \_\_\_\_\_ (Name)

of \_\_\_\_\_ (Address)

being a member/members of **JASPER INVESTMENTS LIMITED** hereby appoint:

Name	Address	NRIC/ Passport Number	Proportion of Shareholdings (%)

and/or (delete as appropriate)

Name	Address	NRIC/ Passport Number	Proportion of Shareholdings (%)

as my/our proxy/proxies to attend and to vote for me/us on my/our behalf at the Extraordinary General Meeting of the Company to be held on 30 July 2009, and at any adjournment thereof. I/We direct my/our proxy/proxies to vote for or against the resolutions to be proposed at the Meeting as indicated hereunder. If no specific direction as to voting is given, the proxy/proxies will vote or abstain from voting at his/their discretion, as he/they will on any other matter arising at the Meeting.

	To be used on a show of hands		To be used in the event of a poll	
	For*	Against*	No. of Votes For**	No. of Votes Against**
Resolution 1: Renewal of Share Buy-Back Mandate				
Resolution 2: Renewal of IPT Mandate				
Resolution 3: Adoption of Jasper Share Option Plan				
Resolution 3A: Grant of Options with Discount Feature				
Resolution 4: Adoption of Jasper Share Incentive Plan				

\* Please indicate your vote "For" or "Against" with a tick (✓) in the box provided.

\*\* If you wish to exercise all your votes "For" or "Against", please tick (✓) within the box provided. Alternatively, please indicate the number of votes as appropriate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

Total number of Shares held

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

**IMPORTANT: PLEASE READ NOTES OVERLEAF**

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## PROXY FORM

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### Notes

1. A member entitled to attend and vote at the Meeting is entitled to appoint one or two proxies to attend and vote in his stead. A proxy need not be a member of the Company.
2. Where a member appoints more than one proxy, the appointments shall be invalid unless he specifies the proportion of his holding (expressed as a percentage of the whole) to be represented by each proxy.
3. Completion and return of this instrument appointing a proxy shall not preclude a member from attending and voting at the Meeting. Any appointment of a proxy or proxies shall be deemed to be revoked if a member attends the Meeting in person, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the instrument of proxy, to the Meeting.
4. A member should insert the total number of shares held. If the member has shares entered against his name in the Depository Register (as defined in Section 130A of the Companies Act, Cap. 50 of Singapore), he should insert that number of shares. If the member has shares entered against his name in the Register of Members, he should insert that number of shares. If the member has shares entered against his name in the Depository Register and registered in his name in the Register of Members, he 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 the member.
5. The instrument appointing a proxy or proxies must be deposited at the Company's registered office at 1 HarbourFront Avenue #14-01 Keppel Bay Tower Singapore 098632 not less than 48 hours before the time set for the Meeting.
6. The instrument appointing a proxy or proxies must be under the hand of the appointor or of his 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 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.

### General

The Company shall be entitled to reject an instrument of proxy which 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 of proxy. In addition, in the case of shares entered in the Depository Register, the Company may reject an instrument of proxy if the member, being the appointor, is not shown to have shares entered against his name in the Depository Register as at 48 hours before the time appointed for holding the Meeting, as certified by The Central Depository (Pte) Limited to the Company.

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