

AUSWIN HOLDINGS LIMITED
(Company Registration No. 196600189D)
(Incorporated in Singapore)

CONSULTING SERVICES AGREEMENT

The board of directors of Auswin Holdings Limited (the “**Company**”) wishes to announce that Beijing Ao Ji Tian Ming Investment Consultancy Co., Ltd. (北京澳际天铭投资咨询有限公司) (“**AJTM**”), a wholly foreign owned enterprise in China as well as a wholly-owned subsidiary of the Company, has today entered into a consulting services agreement (the “**Consulting Agreement**”) with Beijing Ao Da Tian Jun Shang Wu Fu Wu Co., Ltd. (北京澳达天钧商务服务有限公司) (“**Tianjun**”), an independent third party, and Tianjun’s shareholders.

Tianjun, a China domestic company incorporated in Beijing, China, is owned by Zhou Xiaohui and Zhang Sainan (collectively “**Tianjun’s Shareholders**”) and is principally engaged in the business of providing general business services in China. Tianjun is desirous of participating in early-stage resource exploration business opportunities in China and as such had entered into the Consulting Agreement with AJTM. Under the terms of the Consulting Agreement, Tianjun agrees to irrevocably appoint AJTM as its exclusive consultant to provide the following consulting services (the “**Services**”) to Tianjun:

- (1) to source for suitable investment opportunities for Tianjun;
- (2) to provide professional consulting services in connection with all prospective or on-going investment projects, especially in early-stage resource exploration projects which Tianjun may encounter or participate in as long as the Consulting Agreement is not terminated (the “**Investment Projects**”);
- (3) to provide advisory and consulting services in connection with the operation of the entities which own, or operate, or manage the Investment Projects (the “**Investment Vehicles**”);
- (4) to provide advisory and consulting services in connection with Tianjun’s daily business operation and management;
- (5) on a best endeavours basis, to arrange entrusted loan(s) of a total amount of up to RMB 9,000,000 (the “**Loan**”) to be extended to the Tianjun through a financial institution in China;
- (6) in relation to the divestment of any Investment Project, to advise Tianjun on the disposal of that Investment Project (the “**Disposal**”), and at AJTM’s sole discretion to solicit, evaluate, and select acquirer of that Investment Project, to arrange for the Disposal, and to do and procure other parties to do all necessary acts in relation to the completion of the Disposal; and
- (7) to provide other services as may be required by Tianjun necessary for its daily business operations and investments from time to time.

Tianjun may not cancel all or part of the Services to be rendered by AJTM without the prior written consent of AJTM.

Under the Consulting Agreement, upon the completion of each Disposal, Tianjun will pay AJTM a consulting fee (the “**Fee**”) calculated in accordance with the formula set forth below.

$$\begin{aligned} \text{Fee} = & 95\% \times (\text{Gross proceeds from the Disposal} \\ & \text{minus outstanding balance and accrued interest of the Loan at} \\ & \text{the time of completion of the Disposal} \\ & \text{minus the unreimbursed amount of all reasonable expenses} \\ & \text{incurred by AJTM in the performance of the Services} \\ & \text{minus the expenses and costs incurred by Tianjun in relation to} \\ & \text{the Disposal and the Investment Project leading to the} \\ & \text{Disposal and agreed by the AJTM}) \end{aligned}$$

Furthermore, if Tianjun should receive any dividends from the Investment Projects prior to its Disposal, it agrees that such amounts (after deduction of taxes, if any) would be used to reimburse AJTM any reasonable expenses incurred by AJTM in the performance of the Services and to pay the interest and repay the principal of the Loan (the “**Deduction**”). Ninety-five percent of the balance of such dividends after the Deduction and less any reasonable expenses incurred by Tianjun (to be agreed to by AJTM) shall be paid to AJTM.

To assist Tianjun in financing its participation in the Investment Projects in the resources sector, and Tianjun’s operation and capital investment, AJTM has arranged an entrusted loan of RMB 9,000,000 to be extended to Tianjun through a commercial bank in China (the “**Bank**”). As part of the entrusted loan structure, AJTM is required to provide the necessary security or funds to the Bank to enable the Bank to make the loans to Tianjun. To ensure the funds used by Tianjun are for purposes related to Investment Projects, AJTM will have to agree to each drawdown on the entrusted loan made by the Bank to Tianjun.

Furthermore, in consideration of the entrusted loan, Tianjun’s Shareholders have agreed to pledge their shares in Tianjun to the Bank. Tianjun further agrees to pledge its assets including its interest in the Investment Projects to AJTM or the Bank as security for the entrusted loan. Under the Consulting Agreement, to ensure that AJTM is able to undertake its duties and responsibilities effectively and to safeguard AJTM’s interest as a stakeholder in the Investment Projects, Tianjun has also agreed that before making appointment of directors to Investment Vehicles, Tianjun will discuss and seek the consent of AJTM prior to making any such appointments.

The rationale for AJTM entering into the Consulting Agreement is that it allows AJTM to replicate equity-like returns to be enjoyed in resource mining related projects, albeit with the corresponding level of risk associated with such projects.

None of the directors or controlling shareholder or substantial shareholders of the Company has any interest, direct or indirect, in the above transaction.

By Order of the Board

Ong Soon Teik
Executive Director and Chief Operating Officer

22 January 2010

*This announcement has been prepared by the Company and its contents have been reviewed by the Company's sponsor, Stamford Corporate Services Pte Ltd (the "**Sponsor**"), for compliance with the relevant rules of Singapore Exchange Securities Trading Limited (the "**Exchange**"). The Sponsor has not independently verified the contents of this announcement.*

This announcement has not been examined or approved by the Exchange and the Exchange assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained in this announcement.

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