



**NSL LTD.**  
(Incorporated in Singapore)  
Company Registration No. 196100107C

## **ANNOUNCEMENT**

### **CLOSING OF THE PROPOSED DISPOSAL OF NSL LTD'S RAM ENGINEERING SPREADER BUSINESS AND COMMENCEMENT OF JOINT VENTURE WITH SALZGITTER MASCHINENBAU AG**

#### **1. Introduction**

1.1 The board of directors (the "**Board**") of NSL Ltd. (the "**Company**") refers to the proposed entry by the Company and its direct wholly-owned subsidiary, NSL Engineering Holdings Pte. Ltd. ("**NSEH**") and Salzgitter Maschinenbau AG ("**SMAG**") into a joint venture (the "**Joint Venture**") to form one of the world's largest independent lifting device groups in both bulk cargo and container handling in terms of turnover. Pursuant to the said joint venture, the Company and NSEH will dispose of and contribute to the joint venture company (Peiner SMAG Lifting Technologies GmbH ("**NewCo**")) the Company's RAM engineering spreader business.

1.2 *All capitalised terms used and not defined herein shall have the same meanings given to them in the circular to Shareholders dated 6 April 2015 in connection with the Joint Venture and the Proposed Disposal.*

#### **2. Closing of Proposed Disposal and Commencement of Joint Venture**

2.1 The Board wishes to announce that, as at the date of this Announcement, all the Closing Conditions have been satisfied pursuant to the terms of the Contribution Agreement, save for the Closing Condition in relation to Shanghai Peiner SMAG Machinery Co. Ltd. (the "**China JV**") being issued with a new business licence indicating that NewCo has become a shareholder of the China JV holding 64.75 per cent. of its equity interests (the "**PRC Closing Condition**"). Pursuant to section 6.4 of the Contribution Agreement, NSEH, SMAG and NewCo have on 29 April 2015, agreed to waive the fulfilment of the PRC Closing Condition and proceed with the closing of the Proposed SMAG Disposal (the "**SMAG Closing**").

2.2 Accordingly, pursuant to the terms of the Contribution Agreement, following:

- (i) the fulfilment or waiver of all the Closing Conditions;
- (ii) NSEH delivering evidence satisfactory to NewCo that the NSE SMAG Sale Shares have been effectively transferred to NewCo, in particular by handing in copies of the annulled share certificate issued in the name of NSEH in relation to the NSE SMAG Sale Shares and a newly issued share certificate in the name of NewCo in relation to the same shares, on 29 April 2015;
- (iii) NSEH, SMAG and NewCo signing and executing a closing memorandum in two originals confirming that closing of the Proposed SMAG Disposal (the "**SMAG Closing**") has occurred, on 29 April 2015; and

- (iv) the filing of a capital increase of EUR500,000 by NewCo with the relevant commercial register in Germany today,

the SMAG Closing has occurred today. Pursuant to the SPA, closing of the Proposed PL Disposal (the "**PL Closing**") has occurred contemporaneously with the SMAG Closing today. Following the SMAG Closing and PL Closing, NSE has ceased to be a wholly-owned subsidiary of the Company and NSEH and the Shareholders' Agreement between the Company, NSEH and SMAG in relation to NewCo has entered into force today.

- 2.3 In addition, NSEH had on 29 April 2015, entered into a written agreement with SMAG and NewCo, whereby SMAG has agreed to indemnify and hold harmless NewCo and China JV from any and all claims for losses and for losses (excluding, however, fees and expenses of legal counsel incurred for the review and defence against any alleged actual or potential liabilities) resulting from and in connection with a failure of the China JV to receive a new business licence indicating that NewCo has become a shareholder of the China JV holding 64.75 per cent. of its equity interest. Such indemnity shall cease to exist with the issuance of such a new business licence.

BY ORDER OF THE BOARD

Lim Su-Ling  
Company Secretary  
Singapore, 4 May 2015