

ALBEDO LIMITED
(Company Registration No. 200505118M)
(the "Company")

**TERMINATION OF THE CONDITIONAL SALE AND PURCHASE AGREEMENT
DATED 7 JULY 2008 ("SPA") FOR THE PROPOSED ACQUISITION BY ALBEDO
LIMITED OF THE ENTIRE ISSUED AND PAID-UP CAPITAL OF HEALTHTRENDS
MEDICAL INVESTMENTS PTE LTD.**

1. INTRODUCTION

On 7 July 2008, the board of directors of Albedo Limited (*the Company*) announced that the Company had entered into a conditional share purchase agreement (*SPA*) for the purchase of the entire issued and paid-up share capital of HealthTrends Medical Investments Pte Ltd (*HTMI*).

2. TERMINATION OF THE SPA

The Vendors has informed the Company that the condition precedent under Clause 5.1(r) of the SPA could not be fulfilled as Medi Innovation Sdn Bhd ("*MSB*") had informed them that MSB is unable to complete the sale and purchase agreement dated 26 June 2008 between MSB and HTMI (*26 June Agreement*).

Clause 5.1(r) of the SPA provides for MSB to enter into an agreement with the Company and the Vendors to be bound to the terms and conditions of the SPA as if MSB were for all intents and purposes an original party to the SPA and for MSB to sell and transfer all of its ordinary shares in HTMI (which it is entitled to upon the conversion of the redeemable convertible preference shares issued to it pursuant to the 26 June Agreement) to the Company free from encumbrances.

As a result of the non-fulfilment of Clause 5.1(r) of the SPA, the condition stipulated in Clause 5.1(t) of the SPA could also not be fulfilled. Clause 5.1(t) of the SPA provides that the net profit after tax of the Pro forma HTMI Group 2007 (as defined in the SPA) for the FY2007 attributable to shareholders shall not be less than S\$14 million.

Pursuant to Clause 5.8 of the SPA, in the event that any of the conditions precedent stipulated in Clause 5.1 of the SPA could not be fulfilled or waived (as the case may be) on or before the Longstop Date (as defined in the SPA), the SPA shall lapse and cease to have further effect and all obligations and liabilities of the parties thereof shall cease and determine and none of the parties thereto shall have any claim against any of the others for costs, damages, compensation or otherwise save as provided in Clause 14 of the SPA (in respect of Vendors' indemnity for certain costs and expenses incurred by the Company for the proposed acquisition) and save for any antecedent breach of any provision of the SPA by any of the parties thereto.

Arising from the above, the Company and the Vendors held several discussions with a view to determining whether the proposed acquisition could proceed by alternative means or methods but they were unable to find a mutually acceptable solution.

By mutual agreement, the Company and the Vendors have agreed to terminate the SPA with effect from 24 November 2008 with mutual release and discharge of the respective parties' obligations under the SPA in accordance with the terms and conditions of the termination agreement.

Subject to the discharge by the Vendors of their obligations under Clause 14.2 of the SPA, the termination of the SPA would not have any material financial impact on the Company.

By Order of the Board of

ALBEDO LIMITED

TAI KOK CHUAN
CHIEF EXECUTIVE OFFICER AND MANAGING DIRECTOR

Date: 24 November 2008