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**ENTRY INTO A SHAREHOLDERS' AGREEMENT WITH SEAVIEW HOLDINGS SDN. BHD., AN INTERESTED PERSON, IN RELATION TO A PROPOSED PROPERTY AND REAL ESTATE DEVELOPMENT BUSINESS IN MALAYSIA**

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**1. INTRODUCTION**

- 1.1. The board of directors (the “**Board**” or the “**Directors**”) of Astaka Holdings Limited (the “**Company**”, and together with its subsidiaries, the “**Group**”) wishes to announce that the Company’s 99.99%-owned indirect subsidiary, Astaka Padu Sdn Bhd (Company Registration Number: 199301012127 (266865-X)) (“**APSB**”), intends to enter into a joint venture (the “**Joint Venture**”) with Seaview Holdings Sdn. Bhd. (Company Registration Number: 201301035622 (1065450-K)) (“**SHSB**”) in relation to a proposed property and real estate development business in Malaysia (the “**JV Business**”). APSB and SHSB (each a “**JVCo Shareholder**” and collectively, the “**JVCo Shareholders**”) have entered into a shareholders’ agreement (the “**Shareholders’ Agreement**”) on 31 May 2023 to formalise and set out the terms and conditions of the Joint Venture.
- 1.2. Pursuant to the terms and conditions of the Shareholders’ Agreement, APSB and SHSB will incorporate a joint venture company (the “**JVCo**”) in Malaysia to be named as Astaka Capital Sdn Bhd (or such other name as may be approved by the relevant authorities in Malaysia) to undertake the JV Business. Further details on the incorporation of the JVCo are set out in paragraph 2 below.

**2. INCORPORATION OF THE JVCO AND INITIAL EQUITY CONTRIBUTION**

- 2.1. The JVCo will be incorporated with an initial issued and paid-up share capital of RM100,000 (“**Initial Equity Contribution**”) (equivalent to approximately S\$29,357 based on the exchange rate of RM3.4063 : S\$1 as at 30 May 2023)<sup>1</sup> comprising 100,000 ordinary shares with an issue price at RM1.00 per share (the “**JVCo Shares**”), of which 51,000 JVCo Shares (representing 51% of the shareholding in the JVCo) will be held directly by APSB, and the remaining 49,000 JVCo Shares (representing 49% of the shareholding in the JVCo) will be held directly by SHSB.
- 2.2. The amount of Initial Equity Contribution by each JVCo Shareholder to the issued and paid-up capital of the JVCo will be proportionate to their respective shareholding percentages in the JVCo.
- 2.3. The principal activity of the JVCo will be property and real estate development in Malaysia.

**3. INFORMATION ON THE JVCO SHAREHOLDERS**

- 3.1. Information on APSB

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<sup>1</sup> This exchange rate between RM and S\$ will be applicable throughout the entire announcement.

APSB is a company incorporated in Malaysia, and is wholly owned by Astaka Padu Limited, which is in turn 99.99%-owned by the Company. APSB is principally engaged in property development in Johor, Malaysia.

### 3.2. Information on SHSB

(a) SHSB is a company incorporated and existing in Malaysia on 8 October 2013 and has an issued and paid-up share capital of RM20,000,000 comprising 20,000,000 ordinary shares. The principal activities of SHSB are to purchase, hire or acquire for the purpose of investment in any real or personal property.

(b) As at the date of this announcement, the Company's controlling shareholder, Dato' Daing A Malek Bin Daing A Rahaman ("**Dato' Malek**"), who holds:

(i) a deemed interest of 66.55% of shares in the Company by virtue of his 100% shareholding interest in Horizon Sea Limited, which holds 1,244,062,150 shares in the capital of the Company; and

(ii) a direct shareholding interest of 0.20% of shares in the Company by virtue of his holding of 3,665,000 shares in the capital of the Company,

owns 100% of the shareholding interest in DMR Holdings Sdn Bhd ("**DMR Holdings**"), which in turn holds 100% of the shareholding interest in SHSB. As such, Dato' Malek is the indirect sole shareholder and sole ultimate individual controller of SHSB.

## 4. **INFORMATION ON THE JV BUSINESS**

4.1. The principal business of the JVCo will be that of the JV Business, being property and real estate development in Malaysia. The JVCo shall be engaged solely in the JV Business.

4.2. APSB and SHSB had previously entered into a sale and purchase agreement dated 14 January 2022 (the "**SPA**"), pursuant to which APSB had agreed to sell and SHSB had agreed to purchase a parcel of freehold land (the "**Bukit Senyum Land**") held under H.S.(D) 571006, PTD 233330, Mukim Plentong, District of Johor Bahru, State of Johor, Malaysia (the "**Disposal**"). The requisite approval from the shareholders of the Company ("**Shareholders**") for the Disposal was obtained at the Company's extraordinary general meeting ("**EGM**") held on 12 April 2022. Please refer to the Company's announcements and shareholders' circular dated 14 January 2022, 21 February 2022, 18 March 2022, 5 April 2022 and 12 April 2022 for more information regarding the Disposal.

4.3. The JVCo Shareholders intend to undertake the development of the Bukit Senyum Land through the JVCo (the "**Phase 3 Bukit Senyum Project**").

4.4. As soon as practicable after the incorporation of the JVCo, the JVCo Shareholders shall procure that the JVCo (a) enter into a joint development agreement (the "**Potential JDA**") with SHSB and APSB or (b) enter into any other kind of agreement with SHSB and APSB (the "**Potential Agreement**"), to formalise the participation in the Phase 3 Bukit Senyum Project as well as setting the terms of reference/mandate of the Managing Committee (as defined herein below in paragraph 6.7) for the Phase 3 Bukit Senyum Project.

## 5. RATIONALE FOR, AND BENEFITS OF, THE JOINT VENTURE

- 5.1. As at the date of this announcement, the Disposal has not been completed and the Company envisages that the Disposal will be completed by July 2023 after the full payment of the sale consideration in relation to the Disposal by SHSB to APSB. The Group intends to participate in the Phase 3 Bukit Senyum Project, after taking into consideration, *inter alia*, the re-opening of the borders between Singapore and Malaysia in April 2022. The Company is of the view that the Disposal was undertaken previously as the property market was affected by the Covid-19 pandemic (the “**Pandemic**”) at the time of the SPA in January 2022. However, the prevailing property market has shown significant signs of recovery from the Pandemic. Hence, in view of the prevailing market conditions and prospects for the property market in Malaysia as well as the first offer in writing by SHSB in relation to the opportunity for the Group to develop the Bukit Senyum Land, the Company is of the view that it is now a suitable time to re-look into the development opportunities that would be more aligned with the current demand in the property market for the expansion in the Group’s business operations.
- 5.2. The formation of the JVCo would provide a platform for the Group to conduct its feasibility and viability studies for it to better develop the Bukit Senyum Land.
- 5.3. The Company has also assessed its engagements with SHSB in relation to the Phase 3 Bukit Senyum Project to be fruitful, which culminates to the Joint Venture. As such, in structuring the present Joint Venture, the JVCo Shareholders have decided to reference the existing arrangements for Bukit Pelali Properties Sdn Bhd (“**BPP**”), a similar joint venture adopted by the JVCo Shareholders, which has proven to be workable, feasible and acceptable between the JVCo Shareholders, throughout the subsistence of the joint venture of BPP to both parties since its adoption in 2016.

## 6. KEY TERMS OF THE SHAREHOLDERS’ AGREEMENT

- 6.1. The key terms of the Shareholders’ Agreement are set out below.
- 6.2. Incorporation of the JVCo and Shareholding Structure of the JVCo
  - (a) The JVCo Shareholders will enter into, invest in and participate in the Joint Venture by setting up the JVCo to carry out and undertake the JV Business.
  - (b) Subject to the relevant approvals granted by the relevant authorities in Malaysia, the JVCo Shareholders shall, as soon as practicable after the execution of the Shareholders’ Agreement on 31 May 2023, procure the formation and incorporation of the JVCo to undertake the JV Business. As stated in paragraph 2.1 above, the initial paid-up share capital of the JVCo shall be RM100,000 (equivalent to approximately S\$29,357), comprising 100,000 the JVCo Shares issued at RM1.00 per JVCo Share, with APSB holding 51,000 JVCo Shares and SHSB holding 49,000 JVCo Shares.
  - (c) There shall only be one class of JVCo Shares, being ordinary shares in the JVCo and the JVCo Shares shall rank *pari passu* in all respects in the Company.

(d) Subject to the provisions of the Shareholders' Agreement and unless otherwise mutually agreed between the JVCo Shareholders, the JVCo Shareholders shall be the only shareholders of the JVCo at all times, and all of the JVCo Shares at all relevant times (including the JVCo Shares to be issued in future) shall be held by the JVCo Shareholders in the following percentage proportions:

- (i) 51% of the total JVCo Shares shall be held by APSB; and
- (ii) 49% of the total JVCo Shares shall be held by SHSB.

### 6.3. Sharing of risks and rewards

(a) All risks and rewards associated with the JVCo, including all profits, losses, obligations and liabilities shall be borne and/or shared between the JVCo Shareholders in accordance with their respective shareholding percentages in the JVCo.

(b) Any distribution of profits of the JVCo, through a declaration of dividends or otherwise, shall be in proportion to the JVCo Shareholders' respective shareholding percentages in the JVCo.

### 6.4. Business of the JVCo

The JVCo shall be set up to undertake the JV Business, further details of which are set out in paragraph 4 of this announcement.

### 6.5. Board Composition of the JVCo

(a) Under the Shareholders' Agreement, the board of directors of the JVCo (the "**JVCo Board**") shall comprise three (3) directors, two (2) of whom shall be nominated by APSB (i.e. the 51% JVCo Shareholder) and one of whom shall be nominated by SHSB (i.e. the 49% JVCo Shareholder). The chairman of the JVCo Board shall be a director nominated by APSB and shall have the right to vote.

(b) APSB shall at all times have control over the JVCo. Unless all of the JVCo Shareholders shall otherwise agree in writing and for so long as APSB holds 51% of the share capital of the JVCo and SHSB holds 49% of the share capital of the JVCo, in the event of an increase or decrease in the number of directors on the JVCo Board, such number shall be in accordance with the ratio of two (2) directors nominated by APSB: one director nominated by SHSB. For the avoidance of doubt, by way of illustration, if there are six (6) directors on the JVCo Board, four (4) out of the six (6) directors on the JVCo Board shall be nominated by APSB and the remaining two (2) out of the six (6) directors on the JVCo Board shall be nominated by SHSB.

(c) Each of the JVCo Shareholders may only remove, replace or object to the appointment of a director appointed by itself to the JVCo Board, and to determine the period for which such director shall hold office. Each of the JVCo Shareholders shall have no right to remove, replace or object to the appointment of any director on the JVCo Board that such JVCo Shareholder is not entitled to appoint, or who has been appointed to the JVCo Board by the other JVCo Shareholder. By way of illustration, SHSB shall not have the right to remove, replace or object to the appointment of any director who has been nominated and appointed to the JVCo Board

by APSB, and *vice versa*, except if such director is guilty of misconduct, misfeasance or has committed an offence.

- (d) In the event that any of the JVCo Shareholders disposes of its JVCo Shares such that the relevant JVCo Shareholder would no longer be entitled to appoint any director to the JVCo Board, such JVCo Shareholder shall procure the resignation of the directors appointed by itself to the JVCo Board.

#### 6.6. Reserved Matters of the JVCo Board

Certain matters in relation to the JVCo will require the unanimous approval of all directors on the JVCo Board at any duly convened meeting, including the following:

- (a) the undertaking of any merger, amalgamation, restructuring or liquidation or public listing exercise or the merger, consolidated or amalgamation (howsoever effected) with any other entity or business (other than any proposal for any voluntary winding up or dissolution or entry into any scheme of composition, compromise or arrangement with creditors or for placement under judicial management);
- (b) the entry into any transactions, arrangements, or agreements with any of the JVCo Shareholders or directors or any person connected with such shareholder or director or the entry into any transactions, arrangements or agreements in which any of the JVCo Shareholders or directors or persons connected with such shareholders or directors has an interest, whether direct or indirect;
- (c) the entry into any contract, agreement or arrangement which is outside the ordinary and usual course of the business of the JVCo;
- (d) the lending of monies to any person or granting of guarantees, indemnities or any securities to secure the liabilities or obligations of any person or grant any powers of attorney;
- (e) the creation of any fixed or floating charge, lien or other encumbrance over the whole or any part of the undertaking, property or assets other than for the purpose of securing indebtedness in the ordinary and usual course of its business upon terms and conditions commonly accepted in the Malaysian banking industry;
- (f) the subscription or purchase or the sale, transfer or disposal of shares, debentures or other securities (or any interest therein) in any body or entity, corporate or incorporate;
- (g) any change in the issued share capital of the JVCo and any other capital exercise which may result in the change of existing shareholding of the JVCo;
- (h) interest on any shareholder loan (if any); and
- (i) any security or guarantee from the JVCo Shareholders to procure the JVCo's borrowings from banks or other financial institutions.

## 6.7. Management of the JVCo

The operations and day-to-day affairs of the JVCo shall be run, directed and managed by a managing committee (the “**Managing Committee**”) which shall consist of two (2) representatives, one from APSB and the other from SHSB. The JVCo Board shall confer upon the Managing Committee the powers or authorities as may be exercisable by them to conduct the day-to-day operations of the JVCo.

## 6.8. Financing

In the event that the JVCo requires working capital or other financing for its business, the JVCo will use commercially reasonable efforts to obtain such financing on commercially reasonable terms in the following descending order of preference (i.e., from the most preferred financing method to the least preferred one):

- (a) external borrowings from third parties (including banks and other financial institutions) and to the extent any guarantee is required from the JVCo Shareholders, it will be provided in proportion to their respective shareholding interests in the JVCo;
- (b) loans from the JVCo Shareholders in proportion to their respective shareholding interests in the JVCo; and
- (c) capital injection by way of subscription for shares for cash in proportion to the JVCo Shareholders’ respective shareholding percentages in the JVCo.

## 7. **THE JOINT VENTURE AS AN INTERESTED PERSON TRANSACTION**

- 7.1. As set out in paragraph 3.2(b) of this announcement, the Company’s controlling shareholder, Dato’ Malek, is the indirect sole shareholder of SHSB by virtue of his 100% shareholding interest in DMR Holdings, which in turn holds 100% shareholding interest in SHSB. Accordingly, under Chapter 9 of the Singapore Exchange Securities Trading Limited Listing Manual Section B: Rules of Catalist (the “**Catalist Rules**”), SHSB is considered an associate of Dato’ Malek and is thus an “interested person” pursuant to Rule 904(4)(b) of the Catalist Rules.
- 7.2. APSB is a subsidiary of the Company that is not listed on the SGX-ST or an approved exchange and hence is considered an “entity at risk” pursuant to Rule 904(2)(b) of the Catalist Rules.
- 7.3. Accordingly, the Joint Venture constitutes an “interested person transaction” within the meaning set out in Rule 904(6)(f) of the Catalist Rules.
- 7.4. As at the date of this announcement, the total value of the Joint Venture amounts to RM100,000 (equivalent to approximately S\$29,357). As it is a joint venture project, in accordance with Rule 909(2) of the Catalist Rules, the amount at risk shall include the equity participation, shareholders’ loan and guarantee given by APSB (being the “entity at risk”). As such, the total amount at risk to the Group amounts to RM51,000 (“**Total Amount At Risk**”). This constitutes 0.06% of the Group’s latest audited net tangible assets (“**NTA**”) as at 31 December 2022, being RM79,848,333. As the Total Amount At Risk does not exceed 3% of the Group’s latest audited NTA, Rule 905(1) of the Catalist Rules is therefore not applicable.

7.5. In addition, as at the date of this announcement, the aggregate value of all transactions entered into with the same interested person (i.e. Dato' Malek and his associates) during the same financial year which includes the Total Amount At Risk (from 1 January 2023 (being the start of the current financial year ending 31 December 2023) to date) amounts to approximately 2.05% of the Group's latest audited NTA. As such, Rule 905(2) of the Catalist Rules is not applicable as well.

7.6. **Total Value of Interested Person Transactions for the Current Financial Year**

In the spite of full and frank disclosure, despite the fact that Rule 905 is not applicable as elaborated in paragraph 7.4 above, the Company has decided to make the following voluntary disclosure:

For the current financial year beginning 1 January 2023 and up to the date of this announcement, the aggregate value of transactions with Dato' Malek and his associates (not including the Joint Venture) amounts to RM545,084 (equivalent to approximately S\$160,022), representing approximately 0.68% of the Group's latest audited NTA as at 31 December 2022. Details of the transactions are as follows:

Name of interested person	Nature of relationship	Aggregate value of all interested person transactions entered into (excluding transactions less than S\$100,000)
Dato' Malek	Controlling shareholder	RM478,213 <sup>(1)(3)</sup>
DMR Holdings	An associate of Dato' Malek	RM66,871 <sup>(2)(3)</sup>

**Notes:**

(1) Dato' Malek, the controlling shareholder of the Company, had extended unsecured loans in aggregate principal outstanding amount of RM52,322,839 to APSB, comprising: (i) a loan in principal outstanding amount of RM22,322,839 at a fixed interest rate of 4% per annum extended in the financial year ended 30 June 2017, repayable on demand; and (ii) a loan in principal outstanding amount of RM30,000,000 pursuant to the loan agreement dated 14 February 2020 entered into between Dato' Malek and APSB (as supplemented by the supplemental letter agreement dated 3 November 2020) ("**DM Loan Agreement**") at a fixed interest rate of 8% per annum, repayable within one year (unless automatically extended) or on demand

In respect of the DM Loan Agreement, the loan and interest are repayable within one year from the date of the first drawing date or on demand, and no interest shall be charged on any accrued interest. The tenure of the loan shall be extended automatically by each subsequent one year period unless APSB receives a termination notice from Dato' Malek not less than 30 days prior to the repayment date, and provided that no event of default has occurred. The Company had obtained the approval from Shareholders on 28 October 2020 for the entry by APSB into the DM Loan Agreement as an interested person transaction under Chapter 9 of the Catalist Rules. Please refer to the Company's circular to Shareholders dated 9 October 2020 for further details on the DM Loan Agreement. Further to the financial support letter which was extended by Dato' Malek previously to not demand repayment of the amount owing by the Company to Dato' Malek until the Group's resources permit, Dato' Malek and APSB had subsequently on 29 March 2023 entered into a supplementary agreement wherein Dato' Malek has, *inter alia*, agreed to not demand repayment for the amount owing to him and his related companies until the Group and the Company have the available resources to repay such amount.

(2) DMR Holdings (an associate of Dato' Malek) agreed to grant an unsecured loan in the principal outstanding amount not exceeding RM60,000,000 to APSB (as supplemented by the supplemental letter agreement dated 3 November 2020) (the "**DMR Loan Agreement**") at a fixed interest rate of 8% per annum, repayable within one year (unless automatically extended) or on demand.

APSB shall repay the DMR Loan and interest thereon within one year from the date of the first drawing date ("**Repayment Period on DMR Loan**"), and no interest shall be charged on any accrued interest. Notwithstanding the Repayment Period on DMR Loan above, the tenure of the DMR Loan shall be extended automatically by each subsequent one year period unless APSB receives a notice of termination from DMR Holdings not less than 30 days from the last date of the Repayment Period on DMR Loan, and provided that no event of default has occurred. The

Company had obtained the approval from Shareholders on 28 October 2020 for the entry into the DMR Loan Agreement by AP SB as an interested person transaction under Chapter 9 of the Catalist Rules. Please refer to the Company's circular to Shareholders dated 9 October 2020 for further details on the DMR Loan Agreement.

In addition, AP SB has on 8 December 2021 obtained an additional unsecured loan facility from DMR Holdings (the "**Additional Loan Facility**") of up to RM8,000,000 at a fixed interest rate of 8% per annum, repayable within one year (unless automatically extended) or on demand for general corporate and working capital purposes. AP SB shall repay the Additional Loan Facility and interest thereon within one year from the date of the first drawing date ("**Repayment Period on Additional Loan Facility**"), and no interest shall be charged on any accrued interest. Notwithstanding the Repayment Period on Additional Loan Facility above, the tenure of the Additional Loan Facility shall be extended automatically by each subsequent one year period unless AP SB receives a notice of termination from DMR Holdings not less than 30 days from the last date of the Repayment Period on Additional Loan Facility, and provided that no event of default has occurred.

Further to the financial support letter provided by DMR Holdings previously to not demand repayment of the amount owing by the Company to DMR Holdings until the Group's resources permit, DMR Holdings and AP SB had subsequently, on 29 March 2023, entered into a supplementary agreement wherein DMR Holdings has, *inter alia*, agreed to not demand repayment for the amount owing to DMR Holdings until the Group and the Company have available resources to repay such amount.

- (3) The interest expenses due to Dato' Malek amounted to RM478,213 (or equivalent to approximately S\$140,391 based on the exchange rate of S\$1:RM3.4063 as at 30 May 2023) for the current financial year beginning 1 January 2023 and up to the date of this announcement. Taking into consideration the interest expenses due to DMR Holdings which amounted to RM66,871 (or equivalent to approximately S\$19,632 based on the exchange rate of S\$1:RM3.4063 as at 30 May 2023) for the current financial year beginning 1 January 2023 and up to the date of this announcement, the aggregate interest expenses due to Dato' Malek and DMR Holdings would amount to RM545,084 (or equivalent to approximately S\$160,022 based on the exchange rate of S\$1:RM3.4063 as at 30 May 2023) for the current financial year beginning 1 January 2023 and up to the date of this announcement.

Save as disclosed in this announcement, there are no other interested person transactions entered into by the Group with any other interested persons in the current financial year beginning 1 January 2023 and up to the date of this announcement.

The Company had disclosed on page 83 of the Corporate Governance Report in its annual report for the financial year ended 31 December 2022 that the Company was evaluating and seeking legal advice on Chapter 9 of the Catalist Rules in relation to certain interested person transactions of the Company and the Company will make further announcement(s) to update Shareholders when there are material updates in relation to this matter. As an update, the Company would like to inform Shareholders that the Company has identified certain past transactions of the Company which were inadvertently not appropriately considered as interested person transactions and for which either no announcement has been made and/or no Shareholders' approval has been obtained, as required under the relevant Catalist Rules. The Company intends to seek Shareholders' approval for the ratification of these past interested person transactions and further details will be set out in a circular that will be despatched or disseminated (as the case may be) to Shareholders in due course.

## 8. **AUDIT COMMITTEE STATEMENT**

Having reviewed and considered the terms and rationale for, and benefits of, the Joint Venture, the Audit Committee of the Company is of the view that the Joint Venture is on normal commercial terms, and is not prejudicial to the interests of the Company and its minority shareholders. This is also after having taken into consideration the following:

- (a) the Audit Committee of the Company has reviewed the terms and conditions of the Shareholders' Agreement and is of the view that: (a) the risks and rewards of the Joint Venture shall be borne by the JV Shareholders in proportion to their respective equity interests in the



JVCo; and (b) the terms of the Joint Venture are on normal commercial terms and are not prejudicial to the interests of the Company and its minority shareholders; and

(b) SHSB (being the interested person) does not have an existing equity interest in the JVCo prior to the participation of APSB (the entity at risk) in the JVCo.

## **9. FINANCIAL EFFECTS**

The JV Co's incorporation and the Initial Equity Contribution are not expected to have any material impact on the consolidated net tangible assets per share and consolidated earnings per share of the Group for the current financial year ending 31 December 2023.

## **10. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS**

Save as disclosed above, none of the Directors or controlling shareholders of the Company has any interest, direct or indirect, in the Joint Venture or the incorporation of the JVCo, other than through their respective shareholdings (if any) in the Company.

## **11. DOCUMENTS AVAILABLE FOR INSPECTION**

A copy of the Shareholders' Agreement is available for inspection during normal office hours at the Company's registered office at 133 Cecil Street, #14-01 Keck Seng Tower, Singapore 069535, for three (3) months from the date of this announcement.

## **12. CAUTIONARY STATEMENT**

Shareholders are advised to read this announcement and any further announcements by the Company carefully. Shareholders should note that the disclosures relating to the Joint Venture are indicative only. In particular, Shareholders should note that there is no assurance that the Potential JDA or the Potential Agreement will materialise. The Company will make the necessary announcements when there are further material developments in connection with the Joint Venture, the Potential JDA and/or the Potential Agreement. Persons who are in doubt as to the action they should take should consult their legal, financial, tax or other professional advisors.

### **By Order of the Board**

Khong Chung Lun  
Executive Director and Chief Executive Officer

31 May 2023

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This announcement has been prepared by the Company and reviewed by the Company's sponsor, Novus Corporate Finance Pte. Ltd. (the "**Sponsor**"), in compliance with Rule 226(2)(b) of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") Listing Manual Section B: Rules of Catalist.

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This announcement has not been examined or approved by the SGX-ST and the SGX-ST assumes no

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responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made, or reports contained in this announcement.

The contact person for the Sponsor is Mr Andrew Leo, Chief Executive Officer, at 7 Temasek Boulevard, #18-03B Suntec Tower 1, Singapore 038987, telephone (65) 6950 2188.

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