



M M P RESOURCES LIMITED

(Incorporated in the Republic of Singapore)
(Registration No: 200613299H)

ENTRY INTO FUNDING AGREEMENT WITH ALLIANCE BRANDS LIMITED

1. INTRODUCTION

The board of directors (the “**Board**”) of MMP Resources Limited (the “**Company**” and together with its subsidiaries, the “**Group**”) refers to a previous announcement on 7 September 2016 (“**Funding Agreement**”) with Alliance Brands Limited (“**ABL**” and collectively with the Company, the “**Parties**”) in relation to, *inter alia*, a series of transactions leading to a joint venture between the Company and ABL.

Following further discussions with ABL, due diligence, and notwithstanding the preliminary terms of the original Funding Agreement, the Board wishes to announce that the Company has entered into a further funding arrangement, which includes a partial sale of shares in a newly created construction and operations vehicle (the “**Agreement**”) with ABL for the purpose of facilitating a global rollout of ABL’s most successful brands.

The entry by the Company into the Agreement is part of a strategy to continue to broaden the relationship between the Company and ABL, enhancing the Travel, Hospitality and Leisure construction opportunities for the Company in various high potential global locations. The Company will provide further details in subsequent announcements in accordance with the listing rules of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) at the appropriate junctures.

2. INFORMATION ON ABL

ABL is a global brand development and operational company incorporated in the British Virgin Islands (BVI Company Number 1838155) with their registered office at NovaSage Chambers, PO Box 4389, Road Town, Tortola, British Virgin Islands. ABL currently consists of an operational team of approximately 32 employees and consultants, and operates several international retail, food and beverage businesses. ABL is the holding company for the various ventures entered into by ABL with its respective partners. ABL operates in several countries and for operational, tax and accounting convenience, ABL is registered in the British Virgin Islands under which are multiple subsidiaries for ABL’s various lines of business.

ABL’s business comprises two main segments, brand conceptualization and brand activation, with a specific focus on incubating inception ideas related to global trends within the food and beverage, hospitality, leisure and apparel sectors. ABL has a strong execution and project management team, having worked on transactions all over the world.

3. BRIEF DESCRIPTION OF THE AGREEMENT

ABL requires funds for the global brand rollout of some of its most successful brands. As part of its plan, ABL has incorporated a subsidiary, registered as Operation Alliance Global Limited, for the purpose of the brand(s) rollout (“**OAGL**”). The Company has agreed, upon and subject to the terms and conditions of the Agreement, to make available to OAGL a loan facility for the aforesaid purpose (the “**Facility**”). For the avoidance of doubt, the Parties agree that each loan under the Facility shall be taken up by OAGL and not by ABL. The Board wishes to highlight that the Agreement is being entered into by the Company and ABL to set out the funding arrangement between the Parties.

4. SALIENT TERMS OF THE AGREEMENT

The salient terms of the Agreement are set out in the table below:

Lender	The Company
Borrower	OAGL, a subsidiary incorporated by ABL, for the purpose of the brand rollout of the relevant brands within each of the specific jurisdictions. ABL holds approximately 99% of the entire issued and paid-up share capital of OAGL.
Purpose	OAGL will require funds for the rollout of the relevant brand(s). The Company has agreed subject to terms and conditions of the Agreement to make available a loan facility to OAGL. OAGL will use the loans provided by the Company pursuant to the Facility (the “ Loans ”) in accordance with budgets and plans mutually agreed between ABL and the Company.
Facility Amount	Unless the Company otherwise agrees, the aggregate amount of Loans to be extended under the Facility to OAGL shall not exceed S\$6,000,000.
Ranking of Loan	Each Loan shall constitute direct, unconditional and unsubordinated obligations of OAGL ranking at least <i>pari passu</i> with all of OAGL’s other present and future unsecured and unsubordinated indebtedness, except for obligations mandatorily preferred by law applying to companies generally and save for inter-company loans and loans between OAGL and its shareholders and/or directors.

<p>Conditions Precedent</p>	<p>The disbursement of a Loan by the Company shall be conditional upon the following conditions having been fulfilled or waived or, as the case may be, not having been breached on or before the relevant Utilisation Date:</p> <ul style="list-style-type: none"> (a) the Company and ABL having agreed to the budget plan in respect of OAGL; (b) the Company having duly obtained all necessary internal consents, approvals and waivers from its management personnel, board of directors (if relevant), and any other persons or authorities in respect of the Finance Documents; (c) the transaction contemplated under the Finance Documents, not being prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any relevant statute, order, rule, directive or regulation promulgated by any legislative, executive or regulatory body or authority; and (d) the Company having duly obtained all relevant shareholders' approvals at an extraordinary general meeting (if applicable), and where any such shareholders' approval is subject to any conditions, such conditions being acceptable to the Company. <p>To the extent that any such conditions are not fulfilled on or before the relevant Utilisation Date or such other date as may be mutually agreed by the Parties, ABL shall procure that any Loans as may be advanced by the Company to OAGL pursuant to the Facility shall be repaid in full (together with interest and all other sums due in respect of such Loans advanced) by OAGL within ninety (90) Business Days of demand from the Company.</p>
<p>Interest Rate</p>	<p>The Parties agree, and ABL shall procure that OAGL agrees, that each Loan shall carry an interest rate of 12% per annum based on the amount of the Loan outstanding plus any unpaid interest (the "Accrued Interest"). All Accrued Interest shall continue to accrue until full repayment of the Loan or be paid current at OAGL's election.</p> <p>The Parties agree that each Loan will carry an interest free period of 3 months from its Utilisation Date.</p>

Maturity	The maturity date of each Loan shall be the date falling on either (i) the fifth anniversary of the utilisation date for that Loan, or (ii) such other earlier date as OAGL may notify the Company in writing.
ABL's undertakings	<p>ABL shall, and shall procure that OAGL shall:</p> <ul style="list-style-type: none"> (a) design, build or refurbish and operate in accordance with the budget plans approved by the Company; (b) keep and properly maintain financial accounts for OAGL and such accounts shall be made available to the Company, within twenty (20) Business Days of the Company's request; (c) not enter into any funding or sale of share agreements or such other agreements which will contemplate the transfer or issue of shares in OAGL, without the prior written consent of the Company; and (d) by November 30th 2017, or such other date as may be mutually agreed by the Parties, transfer such number of shares in OAGL, representing twenty four (24) percent of the ordinary issued share capital of OAGL, for a purchase consideration of USD240, and (if necessary), obtain the relevant pre-emption waivers prior to such transfer.
Event of Default	As an additional protection, if any breach or default continues for a period of twenty (20) Business Days after the Company or ABL or OAGL (as the case may be) delivers a default notice, then the Company may terminate the Agreement with immediate effect by giving a notice of termination to OAGL or ABL.

5. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

The directors of the Company (the "**Directors**"), Christopher Michael Peck and Jason N Block, each holds 25% interest in Solar Founders Limited ("**Solar Founders**"), which holds 29% of the shares in the issued and paid-up share capital of ABL. The aforesaid Directors are also the shareholders of Maiora Asset Management Pte. Ltd., which is a registered fund management company based in Singapore. Maiora Asset Management Pte. Ltd. manages Maiora Asian Structured Finance Segregated Portfolio, a controlling shareholder of the Company.

Save as disclosed in this announcement and other than through their respective shareholdings in the Company, none of the Directors, or to the best of the Directors' knowledge, substantial shareholders of the Company has any interest, direct or indirect in the Agreement.

6. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm, after making all reasonable enquiries that to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the Facility and the Agreement, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this announcement misleading. Where information in this announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this announcement in its proper form and context.

7. CAUTION IN TRADING

Shareholders and potential investors are advised to exercise caution when dealing or trading in the shares of the Company. The Facility is subject to the relevant approvals (if any) from the shareholders of the Company (the "**Shareholders**") and the SGX-ST (if relevant) being obtained, and such further terms and conditions as are customary in similar transactions. The Company will provide further details in subsequent announcements in accordance with the listing rules of the SGX-ST at the appropriate junctures. Shareholders and potential investors are advised to consult their stock brokers, bank managers, solicitors or other professional advisors if they have any doubt about the actions they should take.

BY ORDER OF THE BOARD

Chong Chee Meng Gerard
Independent Director
22 September 2017