

RICH CAPITAL HOLDINGS LIMITED
(Incorporated in the Republic of Singapore)
(Registration No. 199801660M)

RESIGNATION OF STRUCTURAL CONSULTANT OF OXLEY CONVENTION CITY, BATAM

The Board of Directors (the “**Board**”) of Rich Capital Holdings Limited (the “**Company**” and together with its subsidiaries, the “**Group**”) refers to the announcements dated 17 May 2019, 23 May 2019, 4 June 2019, 14 June 2019, 16 June 2019, 5 July 2019, 18 July 2019, 30 July 2019, 14 August 2019, 13 September 2019, 24 January 2020, 4 February 2020, 11 February 2020, 25 February 2020 and 9 March 2020 (collectively, the “**Previous Announcements**”) in relation to issues raised by PT Karya Indo Batam (“**KIB**”), the joint venture partner of the indirect subsidiary, Oxley Batam Pte. Ltd. (“**OBPL**”), over the management and payment of the project at the Oxley Convention City, Batam (the “**Project**”).

Unless otherwise defined, capitalised terms in this announcement shall have the same meanings as ascribed to them in the Previous Announcements.

The Company wishes to announce that PT. Aricipta Semesta (“**Aricipta**”), the structural consultant for the Project, has sent a Notice of Termination of Work Order dated 19 March 2020 to PT OKIB (“**Termination Notice**”). The Termination Notice gave notice that Aricipta would discontinue its services unless within 2 days of the notice (i.e. 21 March 2020):

- (i) A letter of demand dated 9 March 2020 sent by Sipayung Mora & Partners (the “**Sipayung Letter**”), the Indonesian lawyers purportedly acting for PT OKIB on the instructions of Mr Winston Madjukie who is the sole remaining director of PT OKIB, is withdrawn; and
- (ii) PT OKIB provides a guarantee and undertaking (the “**Undertaking**”) to Aricipta as requested in a letter dated 4 March 2020 that:
 - a. All risks and liability related to claims, demands, protests, lawsuits (criminal and/or civil) shall be the responsibility of PT OKIB, and therefore in the event Aricipta is sued or claimed against, PT OKIB will fully indemnify and hold harmless Aricipta and its team.
 - b. Since interviews and statements before the authorities are time consuming and may incur heavy expenses, the time and expenses incurred in the event Aricipta has to attend such summonses shall be paid by PT OKIB.
 - c. The cost of time spent to attend calls and to provide information shall be borne by PT OKIB on Aricipta’s standard professional hourly rates.

To the Company’s knowledge, PT OKIB has not agreed to withdraw the Sipayung letter or provide the guarantee and undertaking sought by Aricipta as set out above. The structural consultancy services provided by Aricipta have therefore been discontinued as of 22 March 2020.

By way of background, the Sipayung Letter was addressed to the board of directors of RLC, PT Alva Lumban, PT Pratama Widya, and Aricipta (the “**Piling Parties**”). PT Alva Lumban is the Indonesian company that formed a Joint Operation with RLC under the name of “Rich-Link Konstruksi”, while the PT Pratama Widya is the piling subcontractor engaged by RLC for the Project.

The Sipayung Letter alleged that PT OKIB had suffered a “material loss” of Rp. 60,000,000,000 and “immaterial losses” of Rp. 1,250,000,000,000, and demanded that the Piling Parties jointly and immediately correct the mistakes that have allegedly been made in the construction work by removing the piles embedded on PT OKIB’s land, or alternatively jointly pay Rp. 60,000,000,000 to PT OKIB.

Following receipt of the Sipayung Letter, Aricipta sent a letter to PT OKIB also dated 4 March 2020 to highlight its concerns that the summons, interview, and giving of a statement to the Indonesian police was time-consuming, and that there was a risk that Aricipta would face demands from the

parties to the dispute in the civil lawsuit in the Batam District Court relating to the Project. Aricipta therefore requested the Undertaking, and proposed to send a template agreement if PT OKIB was prepared to consider providing the Undertaking.

For the avoidance of doubt, the Sipayung Letter was sent without the approval and authorisation of the Company and/or OBPL. The Company and/or OBPL remain of the view that KIB continues to be in breach of the Shareholders Agreement between OBPL and KIB dated 12 August 2016 by obstructing OBPL's nomination of 2 directors to the board of PT OKIB.

The Company will update the shareholders if there are further material developments in the said matter.

BY ORDER OF THE BOARD
RICH CAPITAL HOLDINGS LIMITED

Giang Sovann
Interim Chairman and Independent Non-Executive Director

27 March 2020

This announcement has been prepared by the Company and its contents have been reviewed by the Company's sponsor, PrimePartners Corporate Finance Pte. Ltd. (the "Sponsor") in accordance with Rules 226(2)(b) and 753(2) of the Singapore Exchange Securities Trading Limited (the "SGX-ST") Listing Manual Section B: Rules of Catalyst.

This announcement has not been examined or approved by the SGX-ST. The SGX-ST 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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