EPICENTRE HOLDINGS LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration No.: 200202930G)

UPDATE ON SPECIAL AUDIT REPORT

Epicentre Holdings Limited (In Liquidation) (the "**Company**") refers to their announcement dated 30 July 2019 on the appointment of a special auditor.

Unless otherwise defined, all capitalized terms used herein shall bear the same meanings ascribed to them in the announcement referred to above.

The Company wishes to update as follows:

1. The Special Auditor has completed its special audit into certain areas, events and transactions at the Epicentre Group and has submitted the full report on its findings to the SGX RegCo (the "**Special Audit Report**").

2. An executive summary of the Special Audit Report is attached as Annex A to this announcement.

3. Having regard to the above, the Company will be taking steps to delist itself from the Catalist Board of the SGX-ST.

The Liquidators will provide further updates as may be appropriate.

Shareholders are advised to exercise caution when dealing with the Company's securities. Shareholders should seek advice from their stockbrokers, bankers, solicitors, accountants, tax advisers or other professional advisers if they have any doubt about the actions that they should take.

Ee Meng Yen Angela
Joint and Several Liquidator

8 August 2022

This announcement has been reviewed by the Company's sponsor, Stamford Corporate Services Pte. Ltd. (the "Sponsor"). It has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "SGX-ST") and 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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1. EXECUTIVE SUMMARY

1. This Executive Summary should be read in context of the entire report, its limitations, exhibits and appendices. It does not stand alone, but rather provides a summary of the key findings and observations in the remainder of this report.

BACKGROUND AND APPOINTMENT OF EY

2. Epicentre Holdings Limited ("EPH" or the "Company") is a public limited company domiciled and incorporated in Singapore and is listed on the Catalist Board of the Singapore Exchange Securities Trading Limited ("SGX" or "SGX-ST"). It was established in 2002 and was one of the first Apple Premium Resellers ("APR") in the region[1].

3. On 30 May 2019, the Company announced that its Executive Chairman and Acting Chief Director, Mr. Lim Tiong Hian ("Mr. Lim" or "Kenneth"), had been uncontactable since 24 May 2019. The Company does not know Mr. Lim's whereabouts.

4. Subsequent to the disappearance of Mr. Lim and on 16 July 2019, the Company announcement stated that its "*solicitors received copies of two Statutory Demands dated 11 July 2019 from Essex Court Chambers Duxton on behalf of two alleged creditors of the Company for payment of the sum of S$610,012.81 and S$362,478.17 respectively pursuant to five investment agreements allegedly entered into by the Company and these creditors*". It was also announced that the agreements appeared to have been signed by Mr. Lim, and that the "*Company and its Independent Directors (in the absence of Mr. Lim) and/or Officers (as the case may be)"* confirmed that they did not know about the agreements and the Company *"has not received any monies purportedly extended to the Company under the said agreements*".

5. Ernst & Young Advisory Pte Ltd ("EY" or "we" or "us") was appointed on 29 July 2019 to conduct a special audit into certain areas including the abovementioned agreements for the two in-scope entities, the Company and one of its subsidiaries, Epicentre Pte Ltd ("EPI") or collectively ("Epicentre Entities"). Subsequent to our appointment, the Company was placed under judicial management on 4 September 2019[2].

[1] Information extracted from the Company's FY 18 Annual Report.

[2] The Company was first placed in interim judicial management on 2 August 2019.

SCOPE OF WORK

6. Our scope of work was first announced by the Company on the SGX website on 30 July 2019. Subsequent to the appointment of the Judicial Managers ("JM") on 4 September 2019[2], our original scope of work was revised to focus on the following areas of work ("Areas Under Assessment"):

   (a) Various loan transactions entered into by Epicentre Entities

   Assess facts, circumstances and the sequence of events in relation to loan arrangements[3] recorded as such and entered into by Epicentre Entities including with specific counterparties[4].

   (b) Cash flow analysis

   Undertake an assessment of the cash flows, with focus on identified third parties[5], and determine if transactions are supported by a business rationale, supporting documents and had received relevant approvals. In addition, whether there were instances of payments or receipts that appear to be loan arrangements but were not recorded as such.

   (c) The disposal of the business and assets of EPI

   EPI's APR business was sold to Elush (T3) Pte Ltd ("Elush") on 26 June 2018[6]. We were asked to assess facts, circumstances and the sequence of events in relation to the transactions, liabilities and/or loan(s) between EPI and Elush or any other parties arising from said disposal.

   (d) Digital forensic analysis

   Undertake digital forensic procedures on computer(s), server(s), mobile phone(s) and/or portable storage device(s) (where applicable) used by certain former employees of Epicentre Entities.

7. The periods of review for the loan analysis and the cash flow analysis were June 2016 to July 2019 and January 2016 to July 2019 ("period of review") respectively. We commenced our work on 31 July 2019 and completed our fieldwork substantially by 6 March 2020. For the period thereafter, we have performed further work on additional information received.

[3] Scope does not include crowdfunding financings, invoice financings or borrowings from financial institutions as our focus relates to loans related to other third parties including individuals.
[5] Mr. Chia Swee Guan, Mr. Goh Chee Hong, MDR Ltd, Julique Capital Pte Ltd, Mr. Jonathan Lim and Mr. Lim.
[5] Broadwell Limited, Broadwell Pte Ltd, Prime Union Inc, Eastco Corporation, Elush, MDR Ltd, Julique Capital Pte Ltd, Mr. Jonathan Lim, JIPL, Cresco Investments Pte Ltd, Elitaire Law LLP.
[6] The Company's status as an APR expired in April 2018 and was not renewed by Apple. Subsequently, the Company announced in June 2018 that it has decided to exit the APR business (Refers to the business at the outlets located in ION Orchard, Wheelock Place, Marina Bay Sands and Bugis Junction as well as EPI's online store) in Singapore through a disposal of the business and assets of one of its wholly owned subsidiaries, EPI to Elush.

8. We set out below key findings and observations and would like to highlight that the extent of accurate and reliable information available to us for the purposes of our work was limited and we are uncertain of its completeness. It is possible that our analysis may not be complete, and our findings may have been different if there was more information available to us. Please note the following important specific limitations:

   (a) Our analysis is primarily limited to electronic data as the cartons of physical documents maintained in an external warehouse were not labelled with sufficient details to locate underlying documents for specific transactions that we were analyzing.

   (b) Our analysis on electronic accounting data is limited to restored[7] loan and bank related General Ledgers ("GLs") ("Loan GLs" and "Bank GLs" respectively) of EPH and EPI. During restoration of such GL data, we noted data inconsistencies and missing external document numbers. We were also unable to link up data tables to perform a complete analysis. Therefore, we have supplemented such analysis with data obtained from server emails and the server.

   (c) We understand that prior to June 2018, the Company had used different email addresses (including "epicentreasia.com.sg" and "epicentreasia.com") but these email archives were not provided to us.

   (d) We were unable to connect and speak with Mr. Lim and certain third parties who we considered were relevant to our work. Further, most of the individuals we spoke with were also unable to recollect specific information due to the passage of time.

KEY FINDINGS AND OBSERVATIONS

9. The highlights of our findings are:

   (a) Mr. Lim and some individuals had caused companies which are not part of EPH and its group of subsidiaries (together the "Epicentre Group"[8]) to execute loan agreements totaling approximately S$27.64 million for the purpose of "*Epicentre*".

      i. Some of these agreements included EPH's stamp/seal; and
      ii. The Epicentre Entities' accounting or banking records did not appear to record a receipt of these funds.

   (b) Mr. Lim had received S$1.23m from the Epicentre Entities at the end of FY19 on the basis that it was a repayment of loans that Mr. Lim had allegedly made to them. However, we were not provided with loan agreements or independent third party evidence that the Epicentre Entities had received a total sum of S$1.23 million from Mr. Lim. Based on the information available to us, it appears that the Epicentre Entities had only received

[7] We preserved the Company server (including the database of the accounting system) before it was disconnected and restored the GLs for EPH and EPI from such database for our use and analysis

[8] As mentioned in the Company's FY 18 Annual Report for the period ending 30 June 2018, EPH's subsidiaries are EPI, Epi Lifestyle Pte Ltd ("EPL"), Epicentre Solutions Pte Ltd ("EPS"), Epicentre Lifestyle Sdn Bhd ("ELSB" or "Epi-MY") and Japan IPL Holdings Pte Ltd ("JIPL")

S$200,000 directly from Mr. Lim. If so, the Epicentre Entities may have paid Mr. Lim S$1.03 million without basis.

(c) In June 2018, the Company announced the proposed disposal of the business and assets of EPI to Elush for a purchase consideration of S$516,275 and indicated a "*deficit of the proceeds*" [9] of approximately S$950,000 as the value of the assets was approximately S$1.40 million and the consideration amount was S$516,275. In November 2018, the Company publicly announced the completion of the disposal. We observed that the following key arrangements did not appear to have been disclosed by Mr. Lim to the Company's former IDs[10] or through official Company announcements on the SGX website:

i. Mr. Lim had agreed and committed to additional personal liabilities (S$1.35 million and pledging 20 million shares of EPH as security) as part of this transaction;

ii. Mr. Lim had agreed for the Company to compensate Elush for additional liabilities on the completion of the sale of the business and assets of EPI to Elush ("Elush transaction"). These liabilities aggregate to at least S$421,942; and there were discussions and communications with Elush on revised arrangements including reducing the purchase consideration value by S$97,791 on completion of the Elush transaction.

10. The above and other key findings and observations are categorised and presented in the following sections below.

Category of findings	Paragraphs
Loans executed by Epicentre Entities and by Mr. Lim and/or his associates	11 to 38
Cash flow analysis	39 to 47
The disposal of the business and assets of EPI	48 to 52
Other observations	53 to 55

LOANS EXECUTED BY EPICENTRE ENTITIES AND BY MR. LIM AND/OR HIS ASSOCIATES

11. In this section, we describe our key observations in relation to loans obtained and repayments made by the Epicentre Entities, and facts in relation to specific loan transactions/ counterparties which are part of our scope. We also describe information on loans obtained purportedly for the Company but executed through entities other than the Epicentre Group.

12. For the purpose of our analysis and reporting, we have categorised loans relating to Epicentre Entities as follows:

(a) **Epicentre Entities Loans** – these are loan agreements executed by the Epicentre Entities and/or recorded as loans within the Epicentre Entities' Bank GLs and bank statements.

[9] Quoted from announcement *"Proposed Disposal of Business and Assets of Epicentre Pte. Ltd."* dated 26 June 2018 by the Company on the SGX website. From discussions, we understand this was the difference between book value and market value of the assets at EPI.

[10] We did not see any mention of the arrangement in the board meeting minutes.

(b) **Non-Epicentre Group Loans (Epicentre Purpose)** – these are loan agreements executed by Mr. Lim and/or other individuals using entities other than Epicentre Group ("Non-Epicentre Group Entities") wherein the purpose of the loans (according to the loan agreements) is indicated for Epicentre Group (i.e. funds were to be purportedly used by or for the Company's projects). These loans were not recorded in the Epicentre Entities' GLs and bank statements.

13. According to some interviewees, Mr. Lim was solely responsible at the Epicentre Entities for fund raising (including loans) and he was also the key decision maker on repayments. We were informed that he would raise funds, usually in the form of loans, through his contacts or with the help of other individuals ("Mr. Lim's associates"[11]).

OVERVIEW OF EPICENTRE ENTITIES LOANS AND NON-EPICENTRE GROUP LOANS (EPICENTRE PURPOSE)

14. An aggregate of S$68.30 million appears to have been borrowed for Epicentre Entities during the period of review. These include:

(a) Epicentre Entities Loans of S$40.66 million; and

(b) Non-Epicentre Group Loans (Epicentre Purpose) of S$27.64 million which were not recorded in the GLs or bank statements

15. With respect to the Epicentre Entities Loans of S$40.66 million:-

(a) S$32.57 million was recorded in the Bank GLs and this includes S$4.48 million of loans for which agreements could not be located;

(b) Of the S$32.57 million loans which were recorded in the Bank GLs, S$31.87 million of loans were traced to the bank statements[12]. We were unable to trace the remaining S$700,000 to the bank statements which could be due to missing bank statements for certain periods; and

(c) S$8.09 million (based on the principal amounts per loan agreements) was not recorded in the Bank GLs[13]. This included loan agreements totalling S$2.20 million which identified Elitaire Law LLP ("Elitaire Law") as an "*escrow agent*" to hold pledged shares of EPH. We understand from a Partner of Elitaire Law that Elitaire Law was not aware of the Epicentre Entities loan agreements and did not receive any *"pledged shares"* in relation to these loans.

[11] Mr. Lim's associates include Mr. Aw Yong Leon Heng ("Mr. Aw Yong"), three "*bankers*" and one other individual whom we were informed was a friend of Mr. Lim (as informed to us by Mr. Aw Yong). We contacted two of the "*bankers*" via email but they have not responded to our request for an interview as at the end of our fieldwork. We were not able to obtain the email address of the third "*banker*".

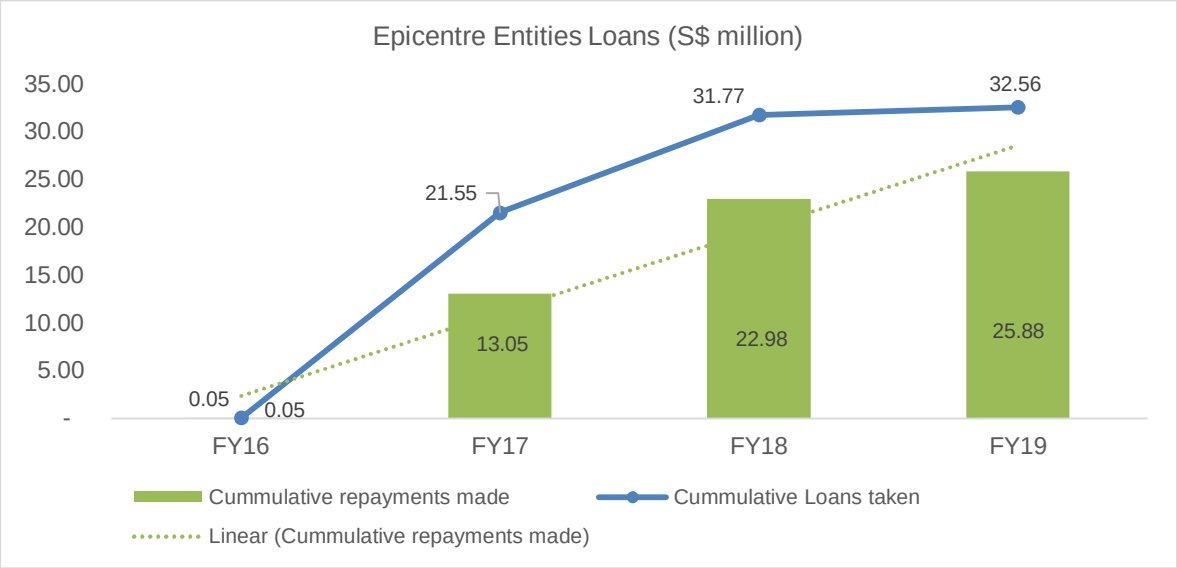
[12] We have traced the GL entries to the bank statements based on loan amounts and dates. Details on the counterparties and nature of transactions were not always indicated in the bank statements.

[13] This amount includes principal loan amounts which were partially unrecorded or completely unrecorded.

EPICENTRE ENTITIES LOANS

16. An overview of the Epicentre Entities Loans and repayments over the relevant financial years[14] ("FY") is presented in Diagram 1 below.

Diagram 1:



Please note that for the repayments in Diagram 1, we have not included the following:

- Repayments/Outflows aggregating to S$1.67 million recorded in the Bank GLs which suggest possible loan transactions but for which we have not seen related loan proceeds or agreements. Details of such transactions are provided in paragraph 19.

17. Diagram 1 illustrates that loans obtained by the Epicentre Entities increased by the highest amount between FY 16 and FY 17. The rate of increase fell after FY 17 and subsequently started to flatten from FY 18 to FY 19. Through our interviews and publicly available information, we understand that:

(a) EPI generally did not enjoy a favourable credit line with Apple and had to pay cash upfront for the purchase of inventory. According to Ms. Khoo Lay Fen ("Ms. Khoo"), in or around 2017, banks started to reduce or terminate their facilities with the Company. We also noted from the FY 17 AFS (consolidated cash flow statements) that cash generated from operations was negative S$7.56 million.

(b) The Company's revenue was affected when the Apple store first opened in Singapore[15].

(c) The Company exited the APR business in Singapore in June 2018 by selling the business and assets of EPI to Elush. After the sale of the business (i.e. in FY 18 and FY 19), EPI was no longer operating the retail stores and did not have to purchase inventory.

18. Our key observations in relation to the Epicentre Entities Loans are as follows:

[14] FY 2016 to FY 2019.
[15] As mentioned in the FY 18 AFS.

(a) Board of Directors ("BOD") approval was required for loans over or equal to S$500,000 in accordance with the Company's own internal approval requirements. Three loans totalling S$2.69 million were not approved in accordance with their approval requirements[16];

(b) For the majority of the Epicentre Entities Loans (39 of total 46 loan agreements), the interest rates generally ranged from 6% to 78%[17] per annum (five loan agreements stated zero/no interest and two loan agreements did not mention any interest). The former IDs who were in office when these loans were executed indicated that they were aware of *"high*" rates of interest for loans. We understand that the former IDs had questioned management on the interest rates and were informed that the Company was unable to secure funds for working capital from financial institutions and hence had to borrow from other sources;

(c) An aggregate of S$29.59 million (S$25.88 million as principal and S$3.71 million in interest) has been repaid by the Epicentre Entities for the period of review. The principal repayment amount represents approximately 79% of the loans received; and

(d) We learnt from some of our interviewees that some loans were also obtained to repay earlier loans. Our analysis of cash outflow shows that for seven loans, over 50% of the loan proceeds received were used to repay earlier loans within three days of the receipt of loans[18].

19. We identified certain outflows totaling S$1.67 million[19] in the Bank GLs that suggest possible loan transactions with three named counterparties and one unnamed counterparty. However, we did not see any loan agreements for these counterparties and we were unable to match these outflows to any prior loan receipts in the data available to us for our analysis.

20. As part of our scope of work relating to loans with certain third parties, we were instructed to analyse loan arrangements with the following parties:

(a) Chia Swee Guan ("Mr. Chia") for S$1 million;

(b) Goh Chee Hong ("Mr. Goh") for S$3 million;

(c) Julique Capital Pte Ltd ("Julique") for S$2 million; and

(d) MDR Ltd ("MDR") for two loans of total amount S$5 million (one for S$2 million and another for S$3 million).

21. In summary, our key observations for these loans are:

[16] Other than these three loan agreements, we noted two potential loan receipts in the GLs (i.e. possible loan transaction but no loan agreements available) where we also did not see any approval by the BOD as mandated (i.e. there was no evidence of approval or ratification).

[17] There were seven loan agreements which stated loan interest as an amount rather than a percentage (ranging from S$2,000 to S$270,000). For loans which were for a period of less than one year, we have converted the interest rate to a per annum percentage for the purpose of comparison.

[18] Computed from the date of loan receipt to the date of outflow as recorded in the Bank GLs.

[19] We did not include these repayment amounts in our analysis in Diagram 1 as corresponding receipts are not available.

(a) All five agreements for the loans above were signed by Mr. Lim on behalf of the Epicentre Entities.

(b) Interest rates on the loans ranged from 0% (Mr. Chia[20]) to 42% (MDR) per annum.

(c) Both loan agreements with MDR were approved by the BOD. The approval for two loan agreements with Mr. Goh and Julique were ratified after the dates of the loans. We did not see any BOD approval for the loan from Mr. Chia.

(d) In relation to the loans from MDR, we noted that all the proceeds were used to repay an earlier loan.

(e) The Company has made interest payments but has not repaid any principal on two of the loans (Julique and Mr. Goh). For the other loans (MDR and Mr. Chia), the Company has made partial repayments.

22. In addition to the abovementioned parties, we also analysed amounts due from the Epicentre Entities to Mr. Jonathan Lim and to Mr. Lim. With respect to Mr. Jonathan Lim, we did not identify any loan agreements between the Epicentre Entities and him, though we noted that amounts totalling S$1.50 million owing from the Company to Mr. Lim were assigned to Mr. Jonathan Lim pursuant to two Notice of Assignments dated 22 May 2019. The amounts assigned to Mr. Jonathan Lim included loans, salaries, advances and other monies owed by the Company to Mr. Lim. We noted that the Epicentre Entities have not paid these sums to Mr. Jonathan Lim in our period of review.

23. With respect to Mr. Lim, we understand from interviews that it was not uncommon for Mr. Lim to lend money to the Epicentre Entities either in his personal capacity or via his other companies such as Broadwell Limited or Broadwell Pte Ltd as and when required. These might not always be documented in formal agreements.

24. The funding of the Company operations by Mr. Lim personally was also publicly disclosed on 31 July 2019, when the Company released an announcement on the SGX website stating that "*there appears to be no formal loan agreement(s) between Kenneth Lim and the Company. However, the Company's records indicate that there are numerous transactions for Kenneth Lim's loans, primary to support daily operations such as the payment of staff payroll.".*

25. We identified one undated interest-free loan agreement between Mr. Lim (as lender) and EPI (as borrower) for S$1.194 million. This loan agreement appears to have been executed to formalise the net outstanding balance at EPI as at the end of FY 18 (total proceeds net of total repayments) per the AFS (S$1.194 million), rather than to document a new loan extended by Mr. Lim to the Epicentre Entities at the time. We also noted that this loan agreement appeared to be signed by Mr. Lim on behalf of both EPI (as borrower) and himself (as lender).

[20] The loan agreement with Mr. Chia stated that the loan would be provided "*at a rate of 0% per month*", however, a "*default interest rate of 4% per month*" would apply "*If the Borrower and/or the Guarantor does not make full repayment of the Principal Amount and all outstanding Interest by the Final Repayment Date".*

26. While there are internal computations suggesting that the Epicentre Entities owed Mr. Lim[21] S$1.23 million in relation to loans as at the end of FY 19, our analysis[22] appears to suggest repayments to Mr. Lim could potentially be in excess of the loans obtained and Epicentre Entities had overpaid Mr. Lim by S$1.03 million at the end of FY 19. Our analysis is limited to the Company's internal documentation and transactions which suggest links to Mr. Lim. We recommend that the Company perform further verification work such as checking with their banks on the payees and beneficiaries of certain transfers, including with unknown counterparties, to verify the total amount of transactions between the Epicentre Entities and Mr. Lim.

NON-EPICENTRE GROUP LOANS (EPICENTRE PURPOSE)

27. We obtained 141 loan agreements totaling S$27.64 million which were executed by Non-Epicentre Group Entities during the period of review for which the purpose of the loans was for "*funding of the projects, of Epicentre Holdings Limited*".

28. 139 of the loan agreements appeared to be signed by Mr. Lim for and on behalf of the borrowing entity; while one appeared to be signed by an associate of Mr. Lim for and on behalf of the borrowing entity and the remaining agreement appears incomplete as it did not have a signature section.

29. The loan proceeds were not recorded in the accounting records or the bank statements of EPH and EPI.

30. We note that these Non-Epicentre Group Entities appear to represent themselves as being part of the Company. For example, a stamp of EPH was affixed below the signatory (usually Mr. Lim) or EPH's logo was seen on the cover page of some of these Non-Epicentre Group Loans (Epicentre purpose) agreements.

31. Mr. Aw Yong[23] stated that he was aware that Mr. Lim was raising funds through Non-Epicentre Group Entities for various projects, but he was not aware of the specifics of how such funds had been applied. We also learnt from other interviewees that there were certain individuals helping Mr. Lim with the raising of funds, though they were not aware of the specifics of the arrangement.

[21] We have noted that transactions with Broadwell Limited and Broadwell Pte Ltd were treated as transactions with Mr. Lim by the Company, and accordingly we have adopted the same approach.

[22] Our analysis of the loan transactions with Mr. Lim was based on Loan GLs, Bank GLs, bank statements (to the extent information was available) and other information available to us as a result of our assessment and interviews (e.g. novation of loans, notice of assignments).

[23] Mr. Aw Yong was the Corporate Strategy Manager of the Company and a former director of the Company's subsidiaries including EPI, EPL and EPS.

32. Table 1 below sets out the general information of the Non-Epicentre Group Loans (Epicentre Purpose).

Table 1: Information on Non-Epicentre Group Entities used to borrow funds purportedly for Epicentre		
Non-Epicentre Group Entities (Borrower)	**Funds borrowed (S$ million)**	**Other information**
Prime Union Incorporated ("Prime Union")	17.74	Owned by Mr. Aw Yong, a long-time acquaintance of Mr. Lim and a former director of EPI. We do not have information on other directors/shareholders, if any.
Broadwell Limited	7.12	Mr. Lim is the beneficial owner of this entity (based on a Certificate of Incumbency located from the Email Data)
Broadwell Pte Ltd	0.15	Mr. Lim is the director and shareholder of this company
Advance Spring Limited ("Advance Spring")	2.43	As we were informed, owned by one of Mr. Lim's associates
Eastco Corporation ("Eastco")	0.18	As we were informed, owned by one of Mr. Lim's associates
Grand Shine Investment Corporation ("Grand Shine")	0.02	No information available on ownership
TOTAL	**27.64**	

33. According to Mr. Aw Yong, Mr. Lim would typically instruct the "*investors*"[24] to deposit the funds to the bank accounts of the Non-Epicentre Group Entities which had executed the agreement e.g. Prime Union or Advance Spring. Subsequently, he would receive instructions from Mr. Lim to transfer these funds to another entity belonging to Mr. Lim's associates, before the funds were transferred to Mr. Lim[25]. Mr. Aw Yong did not provide any documentation or evidence to support his explanation to us.

34. We did not have access to the accounting and banking records of these Non-Epicentre Group Entities. However, we found bank statements of a Prime Union DBS bank account (August 2015 to April 2018) and that of a Broadwell Pte Ltd CIMB bank account (May 2018 to October 2018) in the Epicentre Entities' server emails. We observed that:

(a) Prime Union:

Loan proceeds for 23 loan agreements totalling S$6.42 million (40% of value of loan agreements executed) were received in the Prime Union DBS bank account for the period of bank statements available. Of these 23 loans received:

i. Funds relating to 21 loans were transferred out[26] (partially or fully) within three days of the receipt;

[24] Some of the Non-Epicentre Group Loans (Epicentre Purpose) were identified as "*Secured Investment Agreement", "Secured Loan Agreement", "SGX Listed Company Financing Agreement", "SGX Listed Company Acquisition Financing Agreement".* The said agreements defined the amount to be provided as a "loan". For the purpose of this report, we have considered such agreements to be "loan agreements" and the investors to be "lenders".

[25] Mr. Aw Yong clarified that he does not know if all transfers eventually go to Mr. Lim. Mr. Aw Yong only knew about the amounts which Mr. Lim had informed him about.

[26] Per bank statement, these relate to 24 fund transfers with description as "Eastco" in nine instances, "Prime" in seven instances, "Broad Pte. Ltd.- Business Expense" in three instances, "Cheque" in two instances and "Epicentre", "Broadwell Ltd.", "Returned Cheque" in one instance each.

ii. One was transferred out after six days of the loan receipt (described as "*Prime*"); and

iii. One indicated "*Returned Cheque*" one day after the loan receipt (i.e. the receipt was reversed from the bank statements).

(b) Broadwell Pte Ltd:

i. Five deposits dated 16 May 2018 totalling S$920,000 in the Broadwell CIMB Bank Statements were described as "*LOAN EPICENTRE… Loan Repayment*". We noted that EPH's bank statements reflected the same five amounts as withdrawals on the same date, though no information on the counterparty was provided. In EPH's GLs, the outflow of S$920,000 was recorded as loan repayments to Mr. Lim and other parties but not Broadwell; and

ii. Loan proceeds totalling S$150,000 (100% of value of loan agreement executed) were received in the Broadwell Pte Ltd CIMB bank account for the period of bank statements available. Subsequent to this receipt, an amount of S$300,000 was transferred out two days later to an unknown recipient.

35. With respect to Broadwell Pte Ltd, we had also requested Mr. Andrew Quah ("Mr. Quah"), who was the company secretary of Broadwell Pte Ltd (and also the company secretary of the Company), for financial and corporate information of Broadwell Pte Ltd and any other entities which he was helping Mr. Lim with. Mr. Quah declined to provide the information due to client confidentiality reasons.

36. We also noted specific business ventures/projects/information relating to the Company mentioned in some of the agreements for Non-Epicentre Group Loans (Epicentre Purpose). An overview of the same is provided in Table 2 below.

Table 2: Projects/Purpose mentioned in Non-Epicentre Group Loans (Epicentre Purpose)

Purpose of loan (as mentioned in loan agreement)	No. of loan agreements	Loan amount (S$ million)
Expansion of stores and diversify into Cambodia	103	22.43
Expansion of stores and/or diversify into regional property business in Asia - looking into acquiring or stated to be in the business of mixed development project (Smile Square Bangkok) or in the business of hotel management	32	4.70
Regional property business	5	0.36
Acquisition of Gloria Hotel Group and Reverse Takeover of Smile Square BKK hotel cum retail mall	1	0.15
TOTAL	**141**	**27.64**

37. Our observations in relation to Table 2 are:

(a) Most of the loan agreements indicated the purpose to be for "*expansion of stores and diversify in Cambodia*" and were dated between September 2016 and March 2019. The

Company, through its subsidiaries[27], had provided consultancy services to KT Pacific (which is based in Cambodia)[28] in 2017. However, as the Non-Epicentre Group Loans (Epicentre Purpose) agreements did not mention KT Pacific, we do not know if these loans are related to the Cambodian company.

(b) In relation to the "*Acquisition of Gloria Hotel Group and Reverse Takeover of Smile Square BKK hotel cum retail mall*" and "*Smile Square*" purposes indicated above, we noted that these loans were dated in the period from May 2018 to January 2019. On 27 June 2018, EPH had announced the proposed acquisition of MacroCap Asia Capital Ltd (the owner of a property development in Bangkok known as "*Smile Square*") and Gloria International Hotels Limited. We understand that this proposed acquisition was aborted on 10 December 2018.

38. In view of our analysis in paragraphs 27 to 37 above for Non-Epicentre Group Loans (Epicentre Purpose), it also appears that:

(a) The former IDs were aware that Mr. Lim had businesses outside the Company but did not know the various legal entities related to such businesses. They were also unaware that Mr. Lim was borrowing funds through such entities for EPH; and

(b) In view of the usage of EPH stamp and logo on these agreements and indicating the purpose as "*Epicentre*", the lenders may have been under the impression that the loans were intended for the Epicentre Entities, and that Mr. Lim and his associates had the authority to execute contracts and seek funds on behalf of the Epicentre Entities.

CASH FLOW ANALYSIS

39. In this section, we describe our observations in relation to usage of funds by the Epicentre Entities over the period of review.

40. The Epicentre Entities made aggregate payments of S$243.67 million[29] for the period from January 2016 to July 2019. For the purpose of our analysis, we have categorized the payments into one of the categories below based on the descriptions and names of counterparties/recipients in the Bank GLs.

Table 3: Categories for usage of funds/ outflow

Category	Details of payment	Amount (S$ million)
Third parties	Vendors, creditors, local government agencies	173.86
Loans	Repayment of loans including principal and/or interest[30]	41.57

[27] EPL and EPS.

[28] Mr. Quah informed us that Mr. Lim was in discussions with KT Pacific Group Limited ("KT Pacific"), a company based in Cambodia, to bring Epicentre's and other retail business concepts to Cambodia. Since he was not involved in the discussions, he was not aware of the specific consultancy services that were provided to KT Pacific.

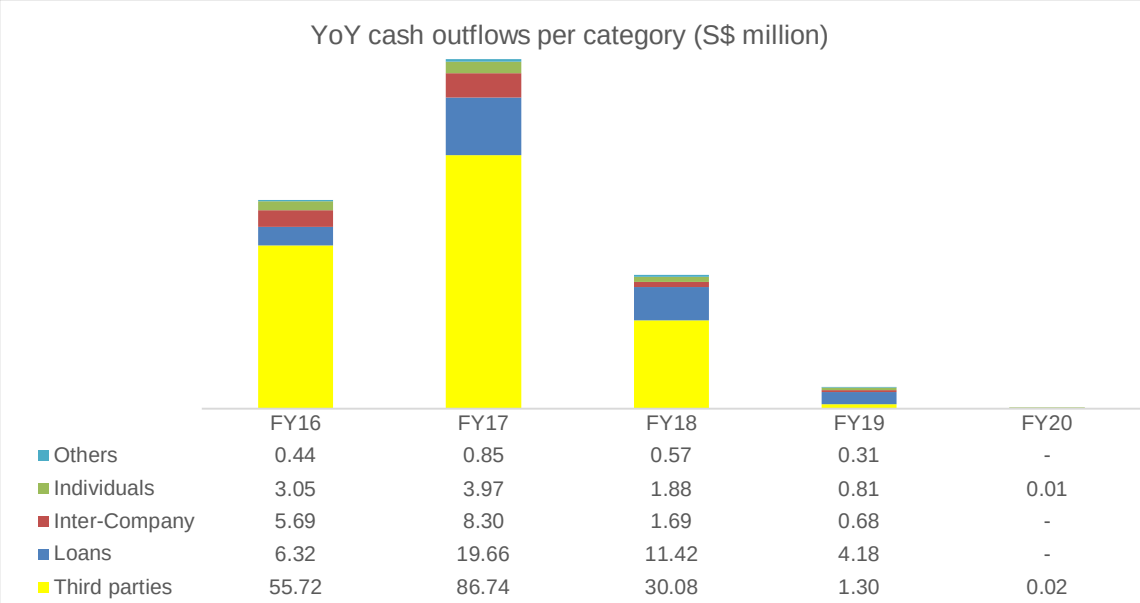
[29] EPH - S$21.18 million and EPI - S$222.49 million.

[30] Please note that whilst we have not included repayments in relation to crowdfunding financings, trade finance borrowings and borrowings from financial institutions in our analysis of loans, we have included the same in our cash flow analysis for completeness (i.e. all outflows).

Table 3: Categories for usage of funds/ outflow		
Category	**Details of payment**	**Amount (S$ million)**
Inter-company	Transfer of funds within the Epicentre Group	16.36
Individuals	Salary, expense claims, payments to directors (e.g. director fees) etc	9.72
Others	Bank/Service charges, foreign exchange related amounts and payments for which we were unable to ascertain the nature of transaction/ counterparty details	2.16
TOTAL		**243.67**

41. An overview of the YoY usage of funds is provided in the diagram below.

Diagram 2: A YoY analysis of the cash outflows



	FY16	FY17	FY18	FY19	FY20
Others	0.44	0.85	0.57	0.31	-
Individuals	3.05	3.97	1.88	0.81	0.01
Inter-Company	5.69	8.30	1.69	0.68	-
Loans	6.32	19.66	11.42	4.18	-
Third parties	55.72	86.74	30.08	1.30	0.02

Please note that for the above YOY analysis, FY 16 indicates six months from January to June 2016, and FY 20 indicates one month of July 2019.

42. Our key observations in relation to the cash outflows are:

(a) Payments to third parties were the highest in FY 17 and decreased in FY 18 which could be consistent with the sale of EPI's business and assets to Elush in FY 18. Additional information on payments to third parties is indicated in paragraphs 43 to 46 below;

(b) In the case of loans, we noted seven instances where more than 50% of the loan proceeds received were used to repay earlier loans within three days of the receipt of such loans;

(c) The increase in inter-company payments in FY 17 is primarily on account of the proceeds from a placement of shares (approximately S$5.30 million in FY 17) received by EPH in November 2016 and transferred to EPI; and

(d) Payments to individuals relate mostly to salaries, reimbursement claims to employees or payments to directors. The amount is highest in FY 17 due to payments of approximately

S$633,000 to two former Executive Directors of the Company who had left in FY 17. Additional information on payments to individuals is indicated in paragraphs 43 to 46 below.

43. A separate high-level threshold-based analysis was undertaken for payments made to third parties and individuals. For payments over a set threshold[31], we undertook searches on publicly available sources and/or performed searches on the server emails to understand the nature of business of the individual/counterparty and information in relation to work done, if any, for the Epicentre Entities. Based on the analysis undertaken, we noted that the third parties appeared to have media profiles in relation to their business operations and/or had some business with the Epicentre Entities. As for payments to individuals, we noted from the descriptions of the transactions that these payments were related to salaries or to directors.

44. We separately also analysed cash flow transactions with selected parties: Broadwell Limited, Broadwell Pte Ltd, Prime Union, Eastco, Elush, MDR, Julique, Mr. Jonathan Lim, Japan IPL Holdings Pte Ltd ("JIPL"), Cresco Investments Pte Ltd ("Cresco Investments"), Cresco Markets Pte Ltd ("Cresco Markets") and Elitaire Law.

45. With respect to Elitaire Law, we did not see any transactions between Epicentre Entities and the law firm.

46. Our observations on MDR and Julique are found in paragraph 21, and the same for Elush can be found in paragraphs 48 to 52.

47. Our key observations in relation to the remaining third parties are provided below:

(a) Broadwell Limited and Broadwell Pte Ltd

- Mr. Lim is the sole director and shareholder of Broadwell Limited and Broadwell Pte Ltd[32]. There were three payments totalling S$710,000 made to Broadwell Limited and two payments totalling S$163,000 made to Broadwell Pte Ltd. We noted from the Bank GL that the descriptions of the payments to Broadwell Pte Ltd suggest that they were for loan repayments to Mr. Lim. However, there is no information on the counterparty for the payments made to Broadwell Limited per the Bank GL[33].

- The independent review by Deloitte & Touche LLP ("Deloitte") ("Deloitte Independent Review")[34] indicate that Broadwell Limited and Broadwell Pte Ltd were used as intermediaries for receipt of partial consultancy fees of S$800,000 from Lavita (Thailand) Co., Ltd ("Lavita") and S$800,000 from KT Pacific on behalf of EPI. We noted that there were deposits in EPI's bank accounts of the same amounts but these were not recorded as amounts from Broadwell Limited or Broadwell Pte Ltd in the Bank GLs.

[31] For EPI, threshold was single payment over or equal to S$100,000 or cumulative payments over or equal to S$500,000 over the period of review. For EPH, we reduced the threshold to a single payment over or equal to S$50,000 or cumulative payments over or equal to S$200,000.

[32] Based on the ACRA Company Profile of Broadwell Pte Ltd as at 24 September 2019.

[33] We have also traced the amounts from the Bank GLs to the bank statements based on amounts and approximate dates. Except for two payments made to Broadwell Limited (mentioned as "*BROADWELL LIMITED*", information on the counterparty was not provided.

[34] The executive summary of Deloitte's findings was annexed to an announcement by EPH on 30 May 2019. Please note that we only have access to the executive summary and not the full report. Accordingly, our information may not be complete.

(b) Cresco Investments and Cresco Markets

- Cresco Investments provided consultancy services to EPH from 1 July 2016 to 31 May 2019, while Cresco Markets provided corporate secretarial services to Epicentre Group (excluding JIPL) from 1 August 2016 to 8 August 2019[35].

- Mr. Quah, a director of Cresco Investments and Cresco Markets, was the Secretary of EPH from 3 September 2018 to 8 August 2019. According to Mr. Quah, he was also a shareholder of EPH (shares held through a bank) during his time with the Company as corporate secretary/consultant. We do not have information on Mr. Quah's shareholding as at the end of our fieldwork.

- Cresco Investments extended four loans to EPH totalling S$1.47 million between July 2016 and August 2018 which have been repaid. The interest rates on these loans ranged from 12% to 30%[36] per annum. In addition to these four loans, it appears that Mr. Quah had provided a loan of S$200,000 to EPI in July 2017 which was repaid in August 2017. As there was no loan agreement for this S$200,000, we do not know the corresponding interest rate and if this loan was provided by Cresco Investments or Cresco Markets.

- One of the above loans extended by Cresco Investments (S$300,000) was novated to Broadwell Limited pursuant to a Novation Agreement dated 31 January 2018. We have asked Mr. Quah about the circumstances of the novation but have not received a response as at the date of this report.

- Two subsidiaries of the Company (i.e. EPL and EPS) and Cresco Investments entered into a Receivables Sale Agreement in October 2018 in relation to the outstanding receivables of S$1.70 million due from KT Pacific, where Cresco Investments agreed to take over the outstanding receivables at a consideration of S$1.65 million. We understand from one of the former IDs that the IDs were not informed that Mr. Quah was a shareholder of EPH at the time of the Receivables Sale Agreement.

(c) Mr. Jonathan Lim

- Mr. Jonathan Lim is a director and shareholder of JIPL. Based on information obtained from Email Data[37], we also noted that Mr. Jonathan Lim was a shareholder of EPH as at 30 August 2019[38]. Two payments totalling S$1,311[39] which appears to be related to Mr. Jonathan Lim's air ticket and accommodation for a trip to Bangkok in December

[35] Last day of Mr. Quah's role as secretary of EPH.

[36] We noted that a loan of S$65,000 for a duration of 12 days originally indicated the interest as S$600 (i.e. 30% per annum). However, we observed a subsequent document which stated that the interest will be amended to S$2,000 and the repayment date will be extended to 2 months (i.e. 18% per annum). We are unable to confirm if there were any other amendments to the loan.

[37] Document attached in an email titled "*Epicentre Holdings Limited - Monthly List of Shareholders as at 30 August 2019*".

[38] Note that the Company had requested for trading halt on 27 May 2019 and requested for suspension on 30 May 2019. Accordingly, we have taken the shareholding list as at 30 August 2019 as the latest available.

[39] We have matched the amounts from the GLs to bank statements based on cheque numbers and not the specific amounts of S$777.40 and $533.58 as indicated in the GLs. The amounts in the bank statements appear to be lump sum payments for multiple transactions.

2017 were made by EPH[40]. EPI Bank GLs recorded receipts of S$507[41] relating to Mr. Jonathan Lim which appear to be sales related.

(d) Prime Union

- EPI's bank statements show a receipt of S$1,175 on 14 July 2017 from Prime Union and this transaction appears to be sales related.

- EPI's bank statement also shows a receipt of S$650,000 from Prime Union and this amount could be related to the consultancy fee from Lavita as indicated in the Deloitte Independent Review.

(e) Eastco

- We understand from Mr. Aw Yong that Eastco is owned by one of Mr. Lim's associates. EPI recorded two payment of S$500,000 and S$20[42] on 30 November 2016 which was described as loan repayment in the Bank GLs[43]. The bank statements did not indicate the name of the counterparty. We did not find any loan agreement between the Epicentre Entities and Eastco and are unable to confirm the nature of these transactions.

- We did not see receipts from Eastco in the Bank GLs.

(f) JIPL

- EPI Bank GLs indicated three receipts totalling S$3,413 which appear to be sales related and were described as "Japan IPL" [44]. We did not see any payments to JIPL in the Bank GLs.

THE DISPOSAL OF THE BUSINESS AND ASSETS OF EPI

48. In this section, we describe our observations in relation to the disposal/sale of the business and assets of EPI to Elush ("Elush Transaction"), including information on arrangements between Mr. Lim and Elush, and liabilities arising from the said disposal.

49. A high-level timeline for the Elush Transaction is provided below.

[40] We searched for transactions recorded in the Bank GLs using the keyword "Jonathan Lim".

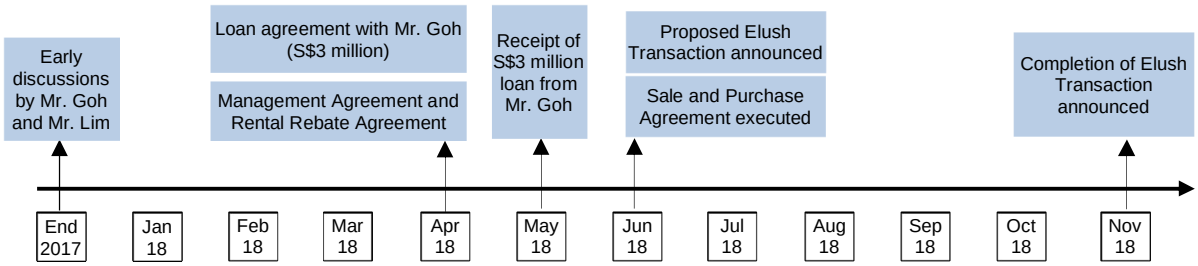
[41] We were able to trace the S$200 to the bank statements based on amount and date range (no counterparty named in bank statements) but not the S$307.

[42] Noted to be "*Bank Charges*".

[43] We searched for transactions recorded in the Bank GLs using the keyword "Eastco".

[44] We searched for transactions recorded in the Bank GLs using the keyword "Japan IPL" and "JIPL".

Diagram 3: High level timeline for the Elush Transaction[45]



50. On 26 June 2018, EPI entered into a Sale and Purchase Agreement ("SPA") with Elush and announced the Elush Transaction on SGX. The announcement noted that there is a "*deficit of proceeds*" of approximately S$950,000 as the value of the assets was approximately S$1.40 million and the consideration amount was S$516,275.

51. Based on the documents assessed and interviews undertaken, our observations in relation to the Elush Transaction are:

(a) The deficit of proceeds of S$950,000 as announced by the Company appears to be a "*rental rebate*" agreed between the Company and Elush "*as the rent of the stores under the existing contracts was not commercially viable*"[46].

(b) We did not see any agreement between the Company and Elush in relation to the above S$950,000 rental rebate, though we noted that Mr. Lim had separately signed a Rental Rebate Agreement with Elush and agreed to an additional personal liability for a further rental rebate of S$1.35 million to Elush. The Rental Rebate Agreement also states that Mr. Lim was to pledge 20 million EPH ordinary shares held in his name to Elush as security. We understand from Mr. Goh and his financial advisor that the EPH shares were not pledged as agreed.

(c) Based on the preceding paragraphs, it would appear that the total rental rebate agreed between Elush, Mr. Lim and the Company for the sale of the business and assets of EPI was S$2.30 million (S$1.35 million + S$950,000).

(d) We understand that the Company's former IDs were aware that the business was being sold at a loss/ deficit as announced, but they do not recall Mr. Lim having informed them about such Rental Rebate Agreement (or the associated liabilities).

(e) In addition to the above rental rebate arrangement, we observed that the Company agreed to reimburse voucher redemptions (through an undated Voucher Reimbursement Agreement) and certain expenses to Elush (such as employee salaries, rental, utilities).

(f) Based on an email from Mr. Goh's financial advisor on 28 October 2018, the aggregate of such amounts was S$421,942 (approximately S$390,000[47] for vouchers and approximately

[45] In addition to the key events listed in the timeline, EPH also signed a Voucher Reimbursement Agreement with Elush. We have not included the same in the timeline as the agreement is not dated.

[46] As indicated in an email from Elush to Mr. Lim on 10 December 2018.

[47] We noted that the Voucher Reimbursement Agreement provides the amount as S$377,767.68, however, for our analysis, we have taken the amount obtained from the Email Data as we have also noted a similar amount being communicated from Elush to the Company in January 2019.

S$32,000 for other expenses such as employee salaries, rental, utilities, etc. as at October 2018). We noted that this amount was later indicated as S$422,582.12 (instead of S$421,942) in a subsequent email dated 31 Jan 2019 from Mr. Goh to Mr. Lim and in a "*Statutory Demand for Unpaid Trade Debts*" letter from Elush's legal counsel to EPH dated 21 May 2019[48]. We have not seen any email communication wherein the Company has confirmed the amount.

(g) We understand that Mr. Lim did not inform the former IDs on the above arrangements, nor were any discussions undertaken with them on an updated announcement.

(h) Further, we noted from the above email from Mr. Goh's financial advisor to Elush and the Company in October 2018 that the value of the EPI assets taken over by Elush was less than the amount indicated in the SPA by S$97,791. His email referred to a "*discussion yesterday on the payment of purchase consideration for Epicentre*" with Mr. Goh and Mr. Lim and stated that the purchase consideration should be S$418,483 in view of the lower value of assets taken over. We have not seen any email communication wherein Mr. Lim or the Company has agreed to the revised purchase consideration[49].

(i) From our interview with Mr. Goh and his financial advisor, we understand that Elush was interested in adjusting the amount payable to the Company (in view of the difference in the value of assets taken over as well as other amounts that were due from the Company to Elush as indicated in point (e) above) and make a payment for the net amount. However, Mr. Lim requested Elush to pay the gross amount as indicated in the SPA first (i.e. S$516,275), and the Company would pay the difference and other liabilities later.

(j) Elush made a payment of S$516,274[50] in the form of a cheque dated 30 October 2018 to EPI. We understand that the Company has not repaid Elush for the amounts owing as indicated above, i.e. the difference in purchase price of S$97,791 and the other amounts outstanding of S$421,942 (or S$422,582.12).

52. We also observed that Mr. Goh (from Elush) had provided a loan of S$3 million to EPH in or around April 2018 (around the time when the Rental Rebate Agreement was signed). We noted that:

(a) EPH had recorded a partial repayment of S$500,000 for the principal amount of the loan and S$375,000 as interest repayment for the same.

(b) However, Mr. Goh informed us that the above S$500,000 was a partial payment from Mr. Lim for his personal liability of the S$1.35 million rental rebate, and not a partial repayment of the S$3 million loan.

[48] This "*Trade debts*" amount was later indicated to be S$502,704.69 in a Proof of Debt Form filed by Elush on 27 September 2019.

[49] We have seen communications from the Company (Ms. Khoo) to Elush requesting for more information/clarification on the amounts stated in Mr. Goh's financial advisor's email. However, we did not see any confirmation/agreement of the numbers.

[50] We noted that Elush had paid S$516,274 though the amount indicated in the SPA was S$516,275.

OTHER OBSERVATIONS

53. In this section, we describe certain linkages we observed between Mr. Lim/ the Company and a publicly listed company ("Listed Company").

54. We identified 24 loan agreements aggregating to S$6.39 million executed by Non-Epicentre Group Entities where the purpose of the funds per the agreement was for the Listed Company. 20 of the 24 loan agreements appeared to be signed by Mr. Lim, three appeared to be signed by Mr. Aw Yong and one appeared to be signed by an associate of Mr. Lim[51];

55. Our analysis of documentation and server emails also indicated certain linkages between the Company / Mr. Lim and the Listed Company, and these linkages are noted below. Due to inadequate information and in view of our limited scope of work, we have not pursued these linkages any further.

(a) We understand from an announcement by the Listed Company that Mr. Lim was an acquaintance of some of the Directors and officers of the Listed Company. We were informed[52] that Mr. Lim had positioned himself as someone who had control over the Listed Company and owned a majority of the Listed Company's "*market capital*", and that Mr. Lim had also represented to others that he had helped with the appointment of certain key positions within the Listed Company.

(b) Three of the 20 largest shareholders and 10 of the 20 largest warrant-holders of the Listed Company had linkages to the Company and/or Mr. Lim through transactions/loans/positions between the two entities. Mr. Aw Yong, who was listed as one of the 20 largest warrant-holders of the Listed Company, informed us that Mr. Lim had instructed him to hold shares and warrants of the Listed Company. Mr. Lim wanted Mr. Aw Yong to hold onto the warrants without exercising them, in order to "*maintain*" the share price of the Listed Company. Mr. Aw Yong informed us that he had bought the shares of the Listed Company in his personal capacity and also in the name of Prime Union. We were also told by Mr. Aw Yong that Mr. Lim had also asked other parties to hold onto the shares/warrants on his behalf and Mr. Aw Yong was assisting Mr. Lim with the transfer/trading of the shares/warrants amongst various individuals/investors (under Mr. Lim's instruction).

(c) We also noted projects suggesting linkages between the Company/Mr. Lim and the Listed Company.

56. In the course of our work, we were requested by Singapore Exchange Regulation Pte Ltd to comment on any potential breaches of the SGX Listing Rules. In view of the factual findings detailed in this report, we suggest that the JM/ Company seeks legal advice on whether Mr. Lim has breached his fiduciary duties as a Director and, whether the Company has breached any SGX Listing Rules including but not limited to the following:

(a) Rule 703 which requires companies to announce information that may affect the price or value of its securities;

[51] Based on names indicated in the loan agreement for the respective signatories. Where name of the signatory is not specified, we matched the signature to the signature of a named signatory to the extent possible.

[52] Informed to us by Mr. Goh and his financial advisor.

(b) Rule 704 which requires companies to announce information on loan agreements, including any breach of terms, which may have impact on their operations;

(c) Rule 719(1) which requires companies to have adequate and effective internal controls and risk management system;

(d) Rule 905 which requires companies to announce interested person transactions; and

(e) Rule 1204 (8) which requires companies to include information on material contracts involving the interests of the chief executive officer, each director or controlling shareholder.

GENERAL LIMITING CONDITIONS AND CONSTRAINTS

57. This report has been prepared based on information, financial data and documents sourced from the servers of the Company and/or provided by the Company and the JM, as well as information obtained from publicly available sources.

58. The scope of work set out in this report was tailored to meet the specific requirements of the engagement and does not amount to an audit conducted in accordance with generally accepted auditing standards, the objective of which is to express an opinion regarding the financial statements taken as a whole.

59. The scope of work set out in this report does not amount to an internal audit and shall not be relied upon as the primary basis for assessing the adequacy of the system of internal controls.

60. Unless expressly stated, the information contained in this report has not been subject to detailed verification procedures. No representation is made by EY as to the accuracy or completeness of such information and nothing contained in this report is or shall be construed as a representation of the future.

61. All assumptions made for the purpose of this engagement are based on information and representations provided by the Company and persons in connection with the assessment. We do not give any representation, warranty, indemnity or undertaking expressly or impliedly as to the accuracy or completeness of such information provided to and used by us in our assignment.

62. We wish to highlight that the people we interviewed were not under oath. Hence, certain judgments would need to be exercised as to the credibility of the views and recollections of those interviewed.

63. Any report issued by EY should not be used by the Company for any other purpose than that stated in our letter of engagement without our prior written consent. In the event that we provide written approval to the Company to use any of our reports for purposes other than that stated in our letter of engagement, we will need to approve the form and context of such a report to be released. In addition, we shall require an appropriate indemnity from the Company absolving EY from any liability or consequence arising from the release of such report for purposes other than that specified above.

64. Neither the whole nor part of our report, nor any reference thereto, may be circulated nor published in any way whatsoever, nor used for any other purpose than that specified in the report or our letter of engagement without our prior written consent pertaining to the form and

context in which it appears. This report should not be used by and/ or disclosed to third parties. No reliance should be placed by third parties on the report for any purposes whatsoever and EY shall not be responsible to third parties who have acted on the information contained therein.

65. No reliance should be placed on preliminary draft materials and/or draft version of our report issued by us for discussion purposes and EY shall not be responsible to any parties who have placed reliance on such preliminary draft materials and/or draft versions of our report.

66. We reserve the right (but we are not under any obligation) to review, alter and amend our report in the light of any matters not previously brought to our attention or as a result of new developments, which may or may not materially affect our views both prior to and subsequent to the date of this report. Specifically, we did not update our report for events after 9 December 2020.

67. Our work is limited to the documents and information made available to us (such as in the Epicentre Entities' server and server emails) and we were unable to clarify the same or request for more documents/information from employees of the Company (all of the Company's employees had left after the Company was placed under Judicial Management on 4 September 2019[53]).

68. In or around November 2019, the JM informed us that they had taken custody of certain laptops and desktops from Epicentre's office. Custodians of these laptops and desktops were unknown. Due to budget constraints, the JM did not instruct us to process these laptops and desktops to ascertain their ownership. Separately, Ms. Khoo had informed us that she had taken with her the laptop issued by Epicentre when she had left the Company and had deleted all Epicentre related data since. Mr. Aw Yong informed us that he did not have an Epicentre issued laptop and was using his personal laptop. In view of these reasons, our analysis of emails is limited to those made available to us by Epicentre's IT vendor.

69. We have not interviewed all the lenders of the Epicentre Entities loan agreements. Accordingly, unless otherwise indicated, our findings are based only on documentations and information (such as data from server and emails) made available to us.

70. Please also refer to the specific limitations provided in paragraph 85.

[53] Note that the Company was first placed under interim judicial management on 2 August 2019.