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## INVESTMENT AGREEMENT

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The Company would like to remind all shareholders that trading in the Company's shares is currently suspended and the proposed Investment Agreement is subject to, amongst others, the Company submitting a resumption of trading proposal, through its Sponsor, SAC Capital Private Limited, to the Singapore Exchange Securities Trading Limited (the "SGX-ST"), and the clearance of the resumption of trading proposal by the SGX-ST. As such, shareholders and investors are advised to exercise caution when dealing in the Company's Shares and to refrain from taking any action in respect of their shares and/or investment in the Company which may be prejudicial to their interest. Persons, who are in doubt, as to the action they should take, should consult their stockbroker, bank manager, solicitor, accountant or other professional advisers.

### 1. Introduction

The board of directors (the "**Board**" or "**Directors**") of Resources Prima Group Limited (the "**Company**", and together with its subsidiaries, collectively, the "**Group**") wishes to update that, further to the execution of a non-binding investment term sheet as announced on 7 June 2018 ("**Term Sheet**"), the Company had, on 6 August 2018, executed an investment agreement (the "**Investment Agreement**") with Mr Ang Liang Kim, a substantial shareholder of the Company. For the avoidance of doubt, the terms of the Investment Agreement supersedes the terms of the non-binding Term Sheet.

### 2. Rationale for the Investment Agreement and Intended Use of Proceeds

The Company is of the view that the transactions contemplated in the Investment Agreement are beneficial to the Company and the Group due to the availability of financing contemplated under the Investment Agreement which will strengthen the current financial position of the Company and of the Group significantly and allow the shareholders to participate in the recovery of the Company if they so elect to do so.

The support from its shareholders, in particular the Investor, during this period is important to the continuity of the Company. The Company will use the available financing from the transactions contemplated in the Investment Agreement as general working capital.

### 3. Salient Terms of the Investment Agreement

#### 3.1 Details of the Convertible Loan



- (a) Pursuant to the Investment Agreement, Mr Ang Liang Kim and/or his nominee (the “**Investor**”) agrees to grant to the Company a convertible loan with a principal amount of S\$2 million (the “**Convertible Loan**”). The Convertible Loan includes the S\$500,000 amount placed in escrow pending the execution of the definitive agreement pursuant to the Term Sheet.
- (b) The key terms of the Convertible Loan are as follows:-
1. Convertible Loan may be drawn down in tranches by the Company. There are no limits placed on the number of tranches and maximum amount of drawdown for each tranche. All sums in respect of the Convertible Loan drawn down under this Investment Agreement shall be paid into a special account nominated by the Company and agreed to by the Investor (“**Special Account**”);
  2. All usages of the proceeds of the Convertible Loan shall be approved by the independent directors of the Company as at the date of this Investment Agreement and any expenditure in excess of S\$75,000 shall require the written consent of the Investor. The proceeds of the Convertible Loan shall only be used by the Company for the Company’s general working capital (excluding salary and fees of management and directors). Where necessary the proceeds may be used for other capital expenditures of the Company as may be mutually agreed in writing between the Investor and the Company (collectively, the “**Parties**”);
  3. The Company shall, no later than 30 September 2018, or such other date to be agreed by the Investor, convene a general meeting of the Company’s shareholders to seek shareholders’ approval for:
    - i. The Convertible Loan;
    - ii. The issuance of shares pursuant to the Conversion (as defined below);
    - iii. The Rights Issue (as defined below); and
    - iv. The whitewash waiver.
  4. The Convertible Loan shall not bear interest unless the shareholders’ approval set out in Para 3 above (“**Shareholders Approval**”) is not obtained. In such event, interest on each tranche of the Convertible Loan shall accrue daily from the date of drawdown of such tranche at eighteen per cent (18%) per annum.
  5. Subject to the Shareholders Approval and necessary regulatory approvals having been obtained for the listing of the Conversion Shares (as defined below), upon resumption of trading of the shares of the Company on the SGX-ST, the Company shall, within thirty (30) days of such resumption of trading or receipt of all regulatory approvals for the listing of the Conversion Shares, whichever is later, convert the full amount of the drawn down Convertible Loan of up to S\$2 million into up to two billion (2,000,000,000) ordinary shares in the capital of the Company (the “**Conversion Shares**”) at the conversion price of S\$0.001 per share (the “**Conversion Price**”), by allotting and issuing the applicable number of ordinary shares in the capital of the Company,



credited as fully paid up, to the Investor or his nominee (the “**Conversion**” and the date of such Conversion, the “**Conversion Date**”).

Following the Conversion, the Convertible Loan shall be deemed fully discharged.

The Conversion Price represents 96.0% discount to the prevailing market price of the underlying shares (i.e. 22 June 2017, being the last trading day prior to the suspension of the Company’s shares on SGX-ST) prior to the signing of the Investment Agreement. As the discount presents more than 10% of the prevailing market price as required under Rule 811(2)(a), specific shareholder approval will be obtained in accordance to Rule 811(3).

Conversion Shares issued pursuant to the Conversion shall rank for any dividends, rights or other distributions, the Record Date of which falls on or after the Conversion Date and (subject as aforesaid) will rank *pari passu* in all respects with the then existing shares in the capital of the Company.

6. The Company shall use all reasonable efforts to effect the resumption of trading of shares in the capital of the Company on the SGX-ST, including but not limited to submitting a trading resumption proposal (the “**Trading Resumption Proposal**”) by 28 September 2018 or such other date to be agreed in writing between the Parties.
  7. If the Company fails to submit a Trading Resumption Proposal by 28 September 2018 or such other date to be agreed in writing between the Parties, the Investor may give notice to the Company to immediately redeem the Convertible Loan, upon which the Convertible Loan, including but not limited to the drawn down Convertible Loan principal, any interest owing under the Convertible Loan (if any), and all sums in the Special Account (the “**Convertible Loan Liabilities**”) shall be immediately due and repayable.
  8. In the event that any of the following occur, upon written demand by the Investor, the Convertible Loan Liabilities shall be immediately due and repayable by the Company, unless Parties otherwise agree in writing:
    - i. The Shareholders Approval is not obtained; or
    - ii. The SGX-ST rejects the Company’s trading resumption proposal; or
    - iii. The SGX-ST rejects a request for extension of the 28 September 2018 deadline to submit a trading resumption proposal; or
    - iv. Approval of the SGX-ST for the listing of the Conversion Shares on the SGX-ST is not obtained by 31 December 2018; or
    - v. The trading of the shares of the Company on the SGX-ST is not resumed by 28 February 2019.
  9. The Convertible Loan is subject to events of default customary for such transactions of this nature.
- (c) Under Rule 803 of the of the Listing Manual Section B: Rules of Catalist of the SGX-ST (the “**Catalist Rules**”), an issuer must not issue securities to



transfer a controlling interest without prior approval of shareholders in a general meeting. Assuming that the entire amount of the Convertible Loan of S\$2,000,000 is drawn down and converted into Conversion Shares, the Conversion Shares represent (i) approximately 109.1% of the existing issued and paid-up share capital of the Company as at the date of this announcement and (ii) approximately 52.2% of the enlarged issued and paid-up share capital of the Company after the issue of the Conversion Shares. As such, upon Conversion, the Investor will obtain a controlling interest of up to 57.0% in the Company.

- (d) Further, pursuant to Rules 812(1)(a) of the Catalist Rules, an issue must not be placed to an issuer's substantial shareholders, unless specific shareholders' approval for such a placement has been obtained.
- (e) As the Investor is a current substantial shareholder holding 185,434,000 (direct and deemed) shares, representing 10.1% of the existing share capital of the Company, shareholders' approval for the allotment and issuance of the Conversion Shares at the Conversion Price will be sought at an Extraordinary General Meeting (the "**EGM**") pursuant to Rule 803, Rule 811(2) and Rule 812(1) of the Catalist Rules.

### 3.2 Whitewash Waiver

- (a) Under Rule 14.1 of the Singapore Code on Takeovers and Mergers (the "Code"), where (a) any person who acquires whether by a series of transactions over a period of time or not, shares which (taken together with shares held or acquired by persons acting in concert with him) carry 30% or more of the voting rights in the company; or (b) any person who, together with persons acting in concert with him, holds not less than 30% but not more than 50% of the voting rights in the company and such person, or any person acting in concert with him, acquires in any period of six months additional shares carrying more than 1% voting rights, such person is required to make a mandatory general offer for all the shares in the company which he does not already own or control ("**Mandatory Offer**").
- (b) As at the date of this announcement, the Investor is a substantial shareholder. The fulfilment by the Investor of its obligations pursuant to the Investment Agreement may result in the Investor holding more than 30% of the enlarged share capital of the Company, thereby triggering a requirement for the Investor and parties acting in concert with him to make a Mandatory Offer, unless independent shareholders (shareholders other than the Investor and parties acting in concert with it) approve at a general meeting a resolution to waive their rights to receive a Mandatory Offer from the Investor and parties acting in concert with him.



- (c) Subject to applicable laws and regulations, the Company shall use all reasonable efforts to render assistance to the Investor or his nominee or their respective concert parties to obtain a waiver from the SIC from any requirements under the Take-Over Code to make an offer for the shares or other securities of the Company ("**Whitewash Waiver**"), on terms reasonably satisfactory to the Investor, and to comply with any reasonable conditions attached to such waiver, if so requested by the Investor or his nominee.
- (d) The Company shall procure the Controlling Shareholders to give undertakings in the Undertakings Deed to vote all of their shares in favour of any Whitewash Waiver.
- (e) Parties agree to amend and vary any terms of the Investment Agreement if so required to ensure compliance with all applicable laws and regulations, Take-Over Code, SGX Listing Manual, Code of Corporate Governance and Company Constitution; and such directives, instructions, views as may be given by the Securities Industry Council or the SGX-ST.

### 3.3 Details of the Rights Issue

Following the Conversion as provided in the Investment Agreement, the Company intends to undertake a 1-for-1 rights issue at S\$0.001 per share (on the basis of one (1) rights share for every one (1) ordinary share held by entitled shareholders as at the books closure date of the rights issue) (the "**Rights Issue**") on a renounceable non-underwritten basis as soon as possible, and on such other terms as the Investor may agree to in writing.

The key terms of the Rights Issue are summarised below:

- (a) As at the date of the announcement, the Company has an issued share capital comprising 1,832,999,998 shares. Taking into consideration of the 2,000,000,000 Conversion Shares to be issued to the Investor (assuming full conversion pursuant to the full drawdown of the Convertible Loan), the Company would have an issued share capital comprising of 3,832,999,998 shares.
- (b) In this regard, the Company is proposing to issue up to 3,832,999,998 rights shares (the "**Right Shares**") in the share capital of the Company pursuant to the Rights Issue. The Right Shares represent (i) approximately 209.1% of the existing issued and paid-up share capital of the Company as at the date of this announcement and (ii) approximately 50.0% of the enlarged issued and paid-up share capital of the Company after the issue of the Conversion Shares and Right Shares.



- (c) The Rights Shares are payable in full upon acceptance and will, upon allotment and issue, rank *pari passu* in all respects with the then existing Shares, save for any dividends, rights, allotments or other distributions that may be declared or paid, the Record Date for which falls on or before the date of issue of the Rights Shares.
- (d) The terms and conditions of the proposed Rights Issue are subject to such changes as the Directors may deem fit. The final terms and conditions of the proposed Rights Issue will be contained in the offer information statement (the **"Offer Information Statement"**) to be lodged with the SGX-ST acting as agent on behalf of the Monetary Authority of Singapore (the **"Authority"**) and to be despatched by the Company to eligible shareholders in due course.
- (e) The Company shall procure that Mr Agus Sugijono / Sugiono, Mr Gabriel Giovanni Sugijono / Sugiono and Madrone Enterprises Limited (the **"Controlling Shareholders"**) and the entities controlled by the Controlling Shareholders which hold shares in the Company are to give written undertakings by deed in the Undertakings Deed to: (a) vote all of their shares in favour of the Rights Issue; and (b) not subscribe for the Rights Issue, subject to the Investor subscribing for at least his proportionate share of the Rights Issue, in each case pursuant to the Undertakings Deed.
- (f) The Investor shall have the right but not the obligation to subscribe for any excess rights in respect of the provisional allotment under the Rights Issue, provided that the Investor shall procure that its total investment under this Investment Agreement shall not be less than S\$4 million (including for the avoidance of doubt all principal amounts loaned under the Convertible Loan, provisional allotments under the Rights Issue, and excess rights procured by the Investor). The Controlling Shareholders shall renounce such of its rights in the Rights Issue as the Investor may direct in accordance with the Undertakings Deed, and the Company shall render such assistance to the Investor in connection therewith as the Investor may reasonably require.
- (g) The Company has decided that the allotment of the Conversion Shares and the Right Shares will not rely on a general share issue mandate and will seek shareholders' approval for the issuance of the Conversion Shares and the Rights Issue for purposes under Section 161 of the Companies Act and Rule 805(1) of the Catalist Rules.

### 3.4 Conditions Precedent

- (a) The drawdown of the Convertible Loan by the Company shall be conditional upon the following conditions (**"Conditions Precedent"**) being satisfied or waived by the Investor:





1. The Company shall procure that the Controlling Shareholders (as defined below) and any entities controlled by the Controlling Shareholders which hold shares in the Company are to, within ten (10) Business Days from the date of this Investment Agreement, give written undertakings by deed to vote all of their shares in favour to approve the transactions contemplated in this Investment Agreement at the EGM ("**Undertakings Deed**") and as adapted to comply with applicable execution formalities.
  2. The Company shall within four (4) Business Days from the execution of such Undertakings Deed deliver an original and two certified true copies of such Undertakings Deed to the Investor, each to be certified true by a lawyer.
- (b) If the Conditions Precedent are not satisfied or waived by the Investor within fourteen (14) Business Days from the date of this Investment Agreement, the Investor shall have the right to terminate this Investment Agreement by notice to the Company.
- (c) The salient points of the Undertakings Deed are set out below:
1. Up until the completion of the transactions contemplated in the Investment Agreement between the Company and the Investor, unless with the written consent of the Investor, the Controlling Shareholders will not sell, transfer or otherwise dispose of any interest in the aggregate of 742,384,980 ordinary shares in the capital of the Company, held directly or through the nominees or entities that the Controlling Shareholders control or otherwise, representing approximately 40.5% of the total number of issued shares of the Company ("**Undertaking Shares**") or otherwise subject the same to any mortgages, liens, charges, pledges, options, debentures, assignments, title retention, security interest, encumbrances, claims and other equities or third party rights (including rights of pre-emption) of any nature whatsoever ("**Encumbrances**"), and the Undertaking Shares shall be held free from any Encumbrances, save that 90,626,857 Shares held by Madrone Enterprises Limited have been pledged as collateral in respect of a private loan borrowed by Madrone Enterprises Limited (as disclosed in the 2016 Annual Report of the Company);
  2. The Controlling Shareholders will vote and/or procure the voting of all the Undertaking Shares in favour of the resolutions at the EGM to be held (including an adjournment thereof) to approve, among others, the transactions contemplated in the Investment Agreement, including but not limited to the Convertible Loan, the issuance of shares pursuant to the Conversion, the Whitewash Waiver, and the Rights Issue;
  3. Unless with the written consent of the Investor, the Controlling Shareholders will not, and will procure that the nominees or the entities they control will not, take up or subscribe for any rights shares in the Rights Issue;



4. The Controlling Shareholders will not, and will procure that the nominees or the entities they control will not, renounce their rights under the Rights Issue to any persons without the written consent of the Investor;
  5. The Controlling Shareholders will, and will procure that the nominees or the entities they control will, renounce their rights under the Rights Issue to such person(s) as nominated by the Investor;
- (d) The Conditions Precedent have been satisfied by the Company today, 6 August 2018 and subject to the receipt of the original documents, the Company is able to draw down the Convertible Loan.

### 3.5 Other terms

Other terms customary of a transaction of this nature are included in the Investment Agreement.

## 4 **Application for Listing and Quotation**

An application will be made to the SGX-ST in due course for the Conversion Shares and the Rights Shares to be admitted to Catalist and be listed for quotation on the SGX-ST. The Listing and Quotation Notice, if given, shall not be construed as an indication of the merits of the Company's shares, the Convertible Loan, the Rights Issue or the Company, its subsidiaries and their securities.

## 5 **Interested Person Transaction ("IPT")**

The Agreement does not constitute an IPT as the Investor does not fall under the definition of an Interested Person as defined in Chapter 9 of the Listing Manual.

Save as disclosed in this announcement, none of the directors or substantial shareholders of the Company and their respective associates have any interest, direct or indirect, in the Investment Agreement, other than through their respective shareholdings (if any) in the Company.

## 6 **Governing Law & Jurisdiction**

The Investment Agreement shall be governed by Singapore law and the Company and Investor submit to the exclusive jurisdiction of the courts of Singapore for the resolution of any disputes arising therefrom.

## 7 **Financial Effects of the Transactions Contemplated in the Investment Agreement**

- (a) It is not possible to determine precisely the financial effects the transactions contemplated in the Investment Agreement would have on the Company until





inter alia the Convertible Loan has been fully drawn and/or converted into Conversion Shares, the actual subscription of the Right Shares by the shareholders of the Company, the exercise of the right of the Investor to subscribe for the unsubscribed Rights, as applicable.

- (b) However, solely for the purposes of illustration, the Company has set out the financial effects of the Convertible Loan and the Rights Issue on the Company's share capital, earnings per share, net tangible assets per share and gearing, based on the latest consolidated financial results for the financial year ended 31 December 2017 ("**FY2017**").
- (c) The financial effects set out below are on the following bases and assumptions (assuming transaction costs are negligible):

I. Scenario 1

- i. the full draw down of the Convertible Loan of S\$2,000,000;
- ii. the full conversion of the Convertible Loan into 2,000,000,000 Conversion Shares;
- iii. the Investor subscribing only for his portion of the Rights Shares (comprising 2,000,000,000 Rights Shares pertaining to the Conversion Shares and 185,434,000 Rights Shares pertaining to his existing shareholdings in the Company);
- iv. all other shareholders including the Controlling Shareholders **will not** subscribe to any entitlements under the Rights Issue;
- v. the Investor **will not** exercise its right to subscribe for any entitlements of all other shareholders including the Controlling Shareholder under the Rights Issue;
- vi. the financial effect on the consolidated earnings per share is computed based on the assumption that the Conversion Shares (item 7(c).I.ii above) and the Rights Shares (item 7(c).I.iii above) had been issued at the beginning of FY2017; and
- vii. the financial effect on the consolidated net tangible assets per share is computed based on the assumption that the Conversion Shares (item 7(c).I.ii above) and the Rights Shares, (item 7(c).I.iii above) had been issued at the end of FY2017.

II. Scenario 2

- i. the full draw down of the Convertible Loan of S\$2,000,000;
- ii. the full conversion of the Convertible Loan into 2,000,000,000 Conversion Shares;
- iii. the Investor subscribing for his portion of the Rights Shares and exercising his rights to subscribe for the Right Shares of the Controlling Shareholders, in total amounting to 2,927,818,980 Rights Shares (comprising of 2,000,000,000 Rights Shares pertaining to the Conversion Shares,



- 185,434,000 Rights Shares pertaining to his existing shareholdings in the Company and 742,384,980 Rights Shares pertaining to the Controlling Shareholders shareholdings);
- iv. all other shareholders, **will** subscribe for their full entitlements under the Rights Issue;
  - v. the financial effect on the consolidated earnings per share is computed based on the assumption that the Conversion Shares (item 7(c).II.ii above) and the Rights Shares (items 7(c).II.iii and iv above) had been issued at the beginning of FY2017; and
  - vi. the financial effect on the consolidated net tangible assets per share is computed based on the assumption that the Conversion Shares (item 7(c).II.ii above) and the Rights Shares (items 7(c).II.iii and iv above) had been issued at the end of FY2017.

Share Capital	FY2017	Financial Effects of Investment Agreement	
		Scenario 1	Scenario 2
Issued and paid-up share capital (US\$)	100,480,000	103,611,404	104,844,058
Total number of Issued Shares-end of year	1,832,999,998	6,018,433,998	7,665,999,996
Earnings per share	FY2017	Financial Effects of Investment Agreement	
		Scenario 1	Scenario 2
Net loss for the year as at FY2017 (US\$)	(619,000)	(619,000)	(619,000)
Number of issued shares	1,832,999,998	6,018,433,998	7,665,999,996
Loss per share (US\$ cents)	(0.034)	(0.010)	(0.008)
Net tangible assets ("NTA") per share	FY2017	Financial Effects of Investment Agreement	
		Scenario 1	Scenario 2
NTA (US\$)	(50,000)	3,081,404	4,314,058
Number of issued shares	1,832,999,998	6,018,433,998	7,665,999,996
NTA per share (US\$ cents)	(0.003)	0.051	0.056
Gearing	FY2017	Financial Effects of Investment Agreement	
		Scenario 1	Scenario 2
Total borrowings (US\$)	99,000	99,000	99,000
Shareholders' equity (US\$)	(50,000)	3,081,404	4,314,058
Gearing Ratio	-198.0%	3.2%	2.3%

Unless as otherwise stated, all currency translations in this announcement shall be based on the exchange rate of USD1.00: S\$1.3366 as at 31 December 2017.

## 8. Changes to shareholdings

Subject to Paragraph 7 above including without limitation the assumptions for Scenario 1 and Scenario 2 set out therein, for the purposes of illustration, the changes in the shareholding of the Company of the two scenarios, are set out below:

**RESOURCES PRIMA GROUP LIMITED**

(Incorporated in the Republic of Singapore)

(Company Registration No. 198602949M)

**Scenario 1:**

Shareholdings	Current Shareholding		After Conversion		After Conversion & Rights Issue	
Shareholder	No of shares	%	No of shares	%	No of shares	%
Madrone Enterprises Limited	742,384,980	40.5%	742,384,980	19.4%	742,384,980	12.3%
Ang Liang Kim	185,434,000	10.1%	2,185,434,000	57.0%	4,370,868,000	72.6%
Blue Energy Holdings Limited	93,750,000	5.1%	93,750,000	2.4%	93,750,000	1.6%
Remaining shareholders	811,431,018	44.3%	811,431,018	21.2%	811,431,018	13.5%
Total Shares	1,832,999,998	100.0%	3,832,999,998	100.0%	6,018,433,998	100.0%

**Scenario 2:**

Shareholdings	Current Shareholding		After Conversion		After Conversion & Rights Issue	
Shareholder	No of shares	%	No of shares	%	No of shares	%
Madrone Enterprises Limited	742,384,980	40.5%	742,384,980	19.4%	742,384,980	9.7%
Ang Liang Kim	185,434,000	10.1%	2,185,434,000	57.0%	5,113,252,980	66.7%
Blue Energy Holdings Limited	93,750,000	5.1%	93,750,000	2.4%	187,500,000	2.4%
Remaining shareholders	811,431,018	44.3%	811,431,018	21.2%	1,622,862,036	21.2%
Total Shares	1,832,999,998	100.0%	3,832,999,998	100.0%	7,665,999,996	100.0%

**Notes:**

1. *Madrone Enterprises Limited's ultimate beneficial owners are Agus Sugiono and Gabriel Giovanni Sugiono by virtue of Section 7 of the Companies Act, Chapter 50 of Singapore. Agus Sugiono and Gabriel Giovanni Sugiono are therefore deemed interested in the shares of the Company held by Madrone Enterprises Limited.*
2. *Xie Ping and Qing Guangmei are husband and wife and are deemed to be interested in the shares of the Company held by Blue Energy Holdings Limited by virtue of Section 7 of the Companies Act, Chapter 50 of Singapore.*

**9. Confirmation by Directors**

The Directors are of the opinion that after taking into consideration the present bank facilities available to the Group, the Convertible Loan and proceeds from the Rights Issue, the working capital available to the Group is sufficient to meet its present requirements

**10. Approval For the Transactions Contemplated in the Investment Agreement**

The Company shall convene an EGM to seek specific Shareholders' approval for

- a) the Convertible Loan;
- b) the issuance of shares at a discount pursuant to the Conversion;
- c) the Rights issue; and
- d) the Whitewash Waiver.

and the corresponding Circular containing the notice of the EGM shall be dispatched to Shareholders in due course.



**11. Abstain from voting**

The Investor and his associates will abstain from voting on any resolutions in relation to the Convertible Loan and the Conversion at the EGM pursuant to Rule 812(2) of the Catalist Rules.

**12. Documents Available For Inspection**

Copies of the Investment Agreement are available for inspection during normal business hours from 9.00 a.m. to 5.00 p.m. at the Company's registered office at 333 North Bridge Road, #08-00 KH KEA Building, Singapore 188721.

**13. Directors' Responsibility Statement**

The Directors (including any Director who may have been delegated detailed supervision of the preparation of this announcement) have collectively and individually reviewed and approved the issue of this announcement, and have taken all reasonable care to ensure that the facts stated and all opinions expressed in this announcement are fair and accurate in all material aspects and that 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.

BY ORDER OF THE BOARD

Agus Sugiono  
Executive Chairman and Chief Executive Officer  
6 August 2018

**RESOURCES PRIMA GROUP LIMITED**

(Incorporated in the Republic of Singapore)  
(Company Registration No. 198602949M)



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*This announcement has been prepared by the Company and its contents have been reviewed by the Company's sponsor, SAC Capital Private Limited (the "**Sponsor**"), for compliance with the relevant rules of the Singapore Exchange Securities Trading, Limited (the "**SGX-ST**"). The Sponsor has not independently verified the contents of this announcement.*

*This announcement has not been examined or approved by 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.*

*The contact person for the Sponsor is Ms Tay Sim Yee, at 1 Robinson Road, #21-00 AIA Tower, Singapore 048542, telephone (65) 6532 3829.*

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